



## Meeting of the Board of Trustees

**October 19, 2020**

### **CALL TO ORDER: 5:00 P.M.**

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

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

In compliance with the Executive Order, Board Members, interested parties, and members of the public will be able to call or sign-in to the meeting at 5 p.m. on Monday, October 19, 2020.

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

**Teleconferencing Location:** via Zoom Videoconferencing at <https://soccdd.zoom.us/j/93801398470?pwd=OCsyVEJhM2pYMVIOMGFKY1hmc3hDUT09>

**Meeting ID: 938 0139 8470**

**Meeting Passcode: 742233**

This agenda is available on the SOCCCD website at [www.soccdd.edu](http://www.soccdd.edu)

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

1. Members of the Board of Trustees may participate remotely via Zoom Videoconferencing. If members choose to participate remotely, their locations will not be noticed nor will public access be available at their locations.
2. Members of the public may participate via Zoom Videoconferencing using the link above or by **calling in to the meeting at (877) 853-5247 (Toll Free) or (888) 788-0099 (Toll Free) Meeting ID: 938 0139 8470, Passcode: 742233**

3. Members of the public wishing to comment on an agenda item or another topic within the jurisdiction of the Board of Trustees will be given the opportunity to ask questions by submitting public comments via email to the Board of Trustees Liaison, Grace Garcia, at: [ggarcia@socccd.edu](mailto:ggarcia@socccd.edu). All public comments will be accepted via email. Submissions must be received prior to the posted start time of the meeting. Please include in the subject line of the email: **COMMENTS FOR THE MEETING OF OCTOBER 19, 2020**. Please indicate if you are addressing a specific agenda item, or are making "Public Comment." Submissions will be read aloud at the meeting and must comply with the 2 minute time limit.

### **American with Disabilities Act (ADA)**

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

## **1.0 PROCEDURAL MATTERS**

### **1.1 Call to Order**

### **1.2 Roll Call – Establishment of Quorum**

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

### **1.3 Public Comments**

*Members of the public may address the Board on items listed to be discussed in closed session. If you wish to address the board on a closed session item, please submit your request via email prior to the start of closed session. Speakers are limited to two minutes each.*

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

- 1.4 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957 and 54954.5)
  - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957)

B. Public Employee Performance Evaluation (Government Code Section 594954.5(e).)

1. Dean, Enrollment Services (SC)
2. Vice President, Student Services (SC)
3. Dean, Kinesiology & Athletics (SC)
4. Director, Learning Assistance (SC)
5. Executive Dean, Extended Learning Categorical (SC)
6. Dean, Social & Behavioral Sciences (SC)
7. Assistant Dean, Career & Technical Education (SC)
8. Executive Director, College Foundation (SC)
9. Assistant Dean, Health Sciences & Human Services/Director of Nursing (SC)
10. Athletic Director/Assistant Dean, Kinesiology & Athletics (SC)
11. Vice President, Instruction (SC)
12. Vice President, College Administrative Services (SC)
13. Director, Research, Planning & Accreditation (IVC)
14. Vice President, College Administrative Services (IVC)
15. Assistant Dean, Financial Aid & Student Support Services (IVC)
16. Dean, Health Sciences, Kinesiology & Athletics (IVC)
17. Dean, Career & Technical Education and Integrated Design, Engineering & Automation (IVC)

1.5 Conference with Labor Negotiators (Government Code Section 54957.6)

- A. Faculty Association (FA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor - HR
- B. Classified School Employees Association (CSEA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor - HR
- C. Police Officers Association (POA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor – HR

1.6 Conference with Legal Counsel (Government Code Section 54956.9)

- A. Anticipated Litigation (Government Code Section 54956.9(d)(2))  
Significant exposure to litigation: 1 potential case
- B. Existing Litigation (Government Code Section 54956.9(d)(2)) (1 case)
  1. Galante v. South Orange County College District

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

## **2.0 PROCEDURAL MATTERS**

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

### **2.2 Invocation**

Led by Trustee Barbara Jay

### **2.3 Pledge of Allegiance**

Led by Trustee Tim Jemal

### **2.4 Public Comments**

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

## **3.0 REPORTS**

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

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

## **4.0 DISCUSSION ITEMS**

### **4.1 SOCCCD: Legislative and Advocacy Overview**

Letitia Clark, District Director of Public Affairs and Government Relations, Dale Shimasaki, State Legislative Advocate from Strategic Education Services and Dana DeBeaumont, Federal Legislative Advocate from Capitol Advocacy Partners, will present a brief overview of legislative and advocacy efforts on behalf of the district and colleges. Presenters will also review legislative successes for SOCCCD and California Community Colleges as well as potential legislative priorities for the 2021 legislative session.



## 5.0 **CONSENT CALENDAR ITEMS**

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**  
Approve minutes of a Regular Meeting held virtually on August 31, 2020.
- 5.2 **SOCCCD: Resolution**  
Approve Resolution In Support of California Community College Undocumented Students and Undocumented Student Action Week
- 5.3 **Irvine Valley College: Curriculum Revisions for the 2021-2022 Academic Year**  
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2020-2021 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.4 **SOCCCD: Irvine Valley College, Scheduled Maintenance Painting PE, PH4, A300, Notice of Completion, Tony Painting**  
Authorize filing the Notice of Completion for the Scheduled Maintenance Painting for PE100, PE200, PH4, and A300 buildings project at Irvine Valley College to Tony Painting, for a contract total of \$109,870.
- 5.5 **Saddleback College: New and Revised Curriculum for the 2020-21 and 2021-22 Academic Years**  
Approve the proposed curriculum changes for the 2020-21 academic year at Saddleback College and the proposed curriculum changes for the 2021-22 academic year.
- 5.6 **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.
- 5.7 **SOCCCD: Authorization to Utilize Foundation for California Community Colleges (FCCC) and Trustees of the California State University Contracts**  
Approve the use of the above identified FCCC/CSU/UC contracts to purchase equipment, materials, supplies, and related services to support custodial, maintenance, facilities, operations, office, and miscellaneous areas. The approval to utilize the above contracts applies to purchases made within the term of the agreements and is contingent upon the availability of funds for each purchase. Funding will be available in the individual departments' accounts. All purchases will be procured with District issued purchase orders and will be brought forward for Board ratification.

- 5.8 **SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus**  
Approve the sale, donation and/or disposal of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and/or donate, recycle or dispose of items.
- 5.9 **SOCCCD: CCFS-311 Annual Financial and Budget Report**  
Approve the annual CCFS-311 report as presented.
- 5.10 **SOCCCD: Transfer of Budget Appropriations: Adopt Resolution No. 20-24 to Approve FY 2020-2021 Budget Transfers**  
Adopt Resolution No. 20-24 to approve the transfer of budget appropriations as listed.
- 5.11 **SOCCCD: August – September 2020 Change Order/Amendments**  
Ratify the change order and amendments as listed.
- 5.12 **SOCCCD: Purchase Orders and Checks**  
Ratify the purchase orders and checks as listed.
- 5.13 **SOCCCD: Contracts**  
Ratify contracts as listed.

## **6.0 GENERAL ACTION ITEMS**

- 6.1 **SOCCCD: Saddleback College Science & Math Building Reconstruction Project, Architectural Services, Hammel, Green and Abramson, Inc. (HGA)**  
Approve the Architectural Services agreement with Hammel, Green and Abramson, Inc. (HGA) for the Saddleback College Science & Math Building Reconstruction project, in the amount of \$2,514,200 and authorize the Vice Chancellor of Business Services, or designee, to execute the Agreement.
- 6.2 **SOCCCD: Award of Contract for Consultancy Services for the Technology Master and Strategic Plan Development, Plante & Moran, PLLC**  
Authorize the Vice Chancellor of Business Services, or designee, to execute the Agreement and approve award of contract to Plante Moran for the development of the Technology Master and Strategic Plan, at a cost not to exceed \$144,000 for the TMSP Services plus an additional \$160,800 for the optional as-needed services of COVID-19/Pandemic Related Response Plan; Cloud Solutions Plan; Infrastructure, Network, and Hardware Plan; and IT Security Plan. Additional services will be billed at \$240 per hour for IT Consulting Services, if needed.
- 6.3 **SOCCCD: Second Amendment to Office Lease for Crown Valley Financial Plaza, between Reef Crown Valley LLC and SOCCCD**  
Approve award of contract to Reef Crown Valley, LLC for the Second

Amendment to the office lease for Crown Valley Financial Plaza, for an extended term of 66 months at a lease cost of \$1,081,125.66 plus applicable common expenses as identified in the Second Amendment, and authorize the Vice Chancellor of Business Services, or designee, to execute the Agreement.

- 6.4 **SOCCCD: Approval of Saddleback College Parking Lot License to Use**  
Approve the Parking Lot Use Agreement with 405 Asset Management, LLC in the amount of \$585,000 from November 1, 2020 through July 31, 2021 and a month to month extension at \$65,000 thereafter and authorize the Vice Chancellor of Business Services, or designee, to execute the Agreement.
- 6.5 **SOCCCD: Board Policy Revision: BP-132 (2350) Public Speakers at Board Meetings; BP-2120 (3250) Institutional Planning; BP-4000 (7110) Authorization for Employment; BP-4161 (7160) Professional Development and Growth; BP-4235 (4235) Credit for Prior Learning; BP-5210 (5645) Communicable Diseases–Students; BP-5520 (3200) Accreditation; BP-5618 Credit by Examination–Specific Course Credit; BP-5619 Advanced Placement Examination Program; and BP-5620 College Level Examination Program (CLEP)**  
Accept for review and study the board policies as listed.
- 6.6 **SOCCCD: Board Policy Revision: BP-103 (2010) Board Membership; BP-105 (2305) Annual Organizational Meeting; BP-107 (2410) Board Policies and Administrative Regulations; BP-109 (2740) Board Education; BP-126 (2330) Meeting Procedures, Quorum, and Voting; BP-162 (2720) Communications Among Board Members; BP-1400 (3425) Americans with Disabilities Act and the Fair Employment and Housing Act; BP-2120 (2120) Officers; BP-3610 (3600) Auxiliary Organizations, Including Foundations; BP-5617 (4226) Multiple or Overlapping Enrollments; and BP-6122 (4240) Academic Renewal**  
Approve the board policies as listed.
- 6.7 **SOCCCD: Faculty Association (FA) Initial Proposal to District**  
The Board will conduct a public hearing to provide an opportunity for the public to comment on the SOCCCD Faculty Association’s initial proposal to the District for the purpose of negotiations, pursuant to Government Code Section 3547 (c).
- 6.8 **SOCCCD: Adoption of SOCCCD Faculty Association (FA) Initial Proposal to District**  
Approve the Faculty Association’s initial proposal to the District for Articles VIII, XIV, XV, XVII, XXI, XXVII, XXIX, and XXX.
- 6.9 **SOCCCD: District Initial Proposal to Faculty Association (FA)**  
The Board will conduct a public hearing to provide an opportunity for the public to comment on the District’s initial proposal to the SOCCCD Faculty Association for the purpose of negotiations, pursuant to Government Code Section 3547 (c).

- 6.10 **SOCCCD: Adoption of SOCCCD District Initial Proposal to Faculty Association (FA)**  
Approve the District's initial proposal to the Faculty Association for Articles 2, 4, 11, 12, 14, 15, 17, 18, 21, 23, 25, 26, 28, 29, and 30.
- 6.11 **SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items**  
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Additional Compensation: Restricted Funds, Resignation/Retirement/Conclusion of Employment.
- 6.12 **SOCCCD: Academic 2021 – 2022 Tenure Track Hiring Authorization**  
Ratify the college faculty hiring lists as shown in Exhibit A and B for the 2021 - 2022 academic year.
- 6.13 **SOCCCD: Classified Personnel Actions – Regular Items**  
Ratify Out of Class Assignments – for Positions that are Vacant During Recruitment for Permanent Appointments (Limited to 960 hours per fiscal year), Resignation/Retirement/Conclusion of Employment.
- 6.14 **SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items**  
Ratify Non-Bargaining Unit Personnel Appointments, Volunteers.
- 6.15 **SOCCCD: SOCCCD California School Employees Association (CSEA) – Memorandum of Understanding for Article 8.16 – Position Reclassification**  
Approve Memorandum of Understanding with CSEA.
- 6.16 **SOCCCD: Sabbatical Leave Rescindment**  
Approve Rescindment of Sabbatical Leave previously approved by the Board.
- 6.17 **SOCCCD: General Leave Request Approve Retroactive Leave of A Classified Manager**  
Approve retroactive paid military leave for active service.
- 6.18 **SOCCCD: General Leave Request Discretionary Leave of A Classified Manager**  
Approve paid military leave for active service.

## **7.0 REPORTS**

- 7.1 **SOCCCD, Saddleback College, Irvine Valley College, and Advanced Technology and Education Park: Vision and Mission Statements**  
Annual review of the district and college vision and mission statements.

- 7.2 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**  
None
- 7.3 **SOCCCD: Facilities Plan Status Report**  
Status report of current construction projects.
- 7.4 **SOCCCD: CARES Act Funding Monthly Summary**  
Cumulative summary of the funds awarded and spent as of September 30, 2020 is provided.
- 7.5 **SOCCCD: COVID-19 Response Block Grant Monthly Summary**  
Cumulative summary of the funds awarded and spent as of September 30, 2020 is provided.
- 7.6 **SOCCCD: Retiree (OPEB) Trust Fund.**  
Report for period ending August 31, 2020.
- 7.7 **SOCCCD: Basic Aid Report**  
Report for period ending September 30, 2020.
- 7.8 **SOCCCD: Quarterly Financial Status Report**  
Report for period ending September 30, 2020.
- 7.9 **SOCCCD: Monthly Financial Status Report**  
The reports display the adopted budget, revised budget and transactions through September 30, 2020.

## **8.0 WRITTEN REPORTS FROM ADMINISTRATION**

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

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

## **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: Legislative and Advocacy Overview

**ACTION:** Presentation/Discussion

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### **BACKGROUND**

The South Orange County Community College District (SOCCCD) contracts with Strategic Education Services (SES) as its state legislative advocate and the Capitol Advocacy Partners (CAP) as its federal legislative advocate. These advocates work with the Chancellor and the Director of Public Affairs and Government Relations to assist the District and colleges in:

- Monitoring and taking positions on legislative bills, policy and budget initiatives
- Advocating for funding and economic development opportunities
- Advancing the goals and reputation of the district and colleges

### **STATUS**

Letitia Clark, District Director of Public Affairs and Government Relations, Dale Shimasaki, State Legislative Advocate from Strategic Education Services and Dana DeBeaumont, Federal Legislative Advocate from Capitol Advocacy Partners, will present a brief overview of legislative and advocacy efforts on behalf of the district and colleges. Presenters will also review legislative successes for SOCCCD as well as potential legislative priorities for the 2021 legislative session.

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

# Annual Legislative Presentation

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

OCTOBER 19, 2020

# State Budget

Temporary Reduction in STRS and PERS employer contribution rates for 2020-21 and 2021-22 year.

## COVID-19 Block Grant [\$120.0 million one-time]

- \$66.3 million Proposition 98
- \$53.4 million federal
- Allocated based on enrollment
- Activities to support student learning and mitigate learning loss due to COVID-19

## Capital Outlay

- \$20.8 million for Fine Arts Building at Irvine Valley College
- \$23.6 million for Gateway Building at Saddleback College



# Budget Trailer Bill

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## Community Support Districts

- Trailer Bill language proposed reductions to categorical education programs
- Legislature removed language after all CCC districts would receive deferrals instead of cuts

## Other Provisions

- Exempts COVID-19 related expenditures from 50 percent law through June 30, 2021.
- Flexibility to use of Proposition 20 Lottery Funds for laptops and internet
- Prohibited layoffs of classified employees in nutrition, transportation and custodial services
- Made Lt. Governor a member of the state Board of Governors

# Legislation Signed By Governor

Bill/Author	Description	Chapter Number
AB 685-Reyes	COVID-19: imminent hazard to employees: exposure: notification	Chapter 84
AB 1460-Weber	CSU ethnic studies graduation requirement	Chapter 32
AB 2288-Low	Nursing programs: state of emergency	Chapter 282
SB 1159-Hill	Workers' Compensation: COVID-19: critical workers	Chapter 85
SB 1232-Glazer	CalWORKs: Postsecondary Education	Chapter 366

# Legislation that Failed Passage

Bill/Author	Description	Status
AB 1492-Boerner Horvath	Employment: Telecommuting Act	Senate Labor, Public Employment and Retirement
AB 1759-Salas	Institutions of Higher Education: Liability for COVID-19 related injuries	Senate Judiciary
SB 874-Hill	CCC: Statewide BA Degree Pilot Program	Senate Education

# Proposition 15

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- Tax on Commercial on Industrial Properties for Education and Local Government Funding
- LAO estimates K-14 schools would receive between \$2.6 billion and \$4.6 billion annually.
- Revenue begins in 2022-23 with full implementation in 2025-26.
- Placed on ballot through voter signature drive
- Campaign Donations:
  - Yes: \$42.9 million
  - No: \$29.9 million

# Proposition 15 Polling

Poll	Support	Oppose	Undecided	Margin of Error	Sample Size
Berkeley IGS Poll (likely voters) 9/9 - 9/15	49.0%	34.0%	17.0%	+/-2.0	5,942
PPIC (likely voters) 9/4 - 9/13	51.0%	40.0%	9.0%	+/-4.3	1,168
Probolsky Research (likely voters) 8/27- 9/2	40.9%	48.8%	10.3%	+/-3.3	900
AVERAGE	48.4%	36.5%	15.1%	+/-3.2	2,670

# Proposition 16

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- Repeal of Proposition 209. The repeal would permit government decision-making to consider race, sex, color, ethnicity or national origin to address diversity
- Placed on the ballot through legislation: ACA 5-Weber
- Campaign Contributions:
  - Yes: \$12.5 million
  - No: \$ 1.0 million

# Proposition 16 Polling

Poll	Support	Oppose	Undecided	Margin of Error	Sample Size
Berkeley IGS Poll Likely voters 9/9 to 9/15	33%	41%	26%	=/-2.0%	5,942
PPIC Likely voters 9/4 to 9/13	31%	47%	22%	+/-4.3%	1,168
AVERAGE	32%	44%	24%	+/-3.15%	3,555

# Potential Issues for 2021-22 Year

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## COVID-19 Liability

- Protect Districts from Liability except gross negligence or willful misconduct

## State Budget Deficit

- 2020-21 Budget Deficit: \$54 billion
- 2020-21 K-14 Budget solution: \$12.5 billion in one-time deferrals
- Impact of 2021-22 cuts on Community Support Districts
- Continuation of one-time solutions
  - PERS/STRS employer contribution rate reduction continues
  - 50 percent law
  - Faculty Obligation Number [FON]





## Federal Overview





# Who We Are

## Active voice and advocate for District

- Congress, Agencies, Administration.

## Grants

- Research programs.
- Understand requirements & Agency priorities – Troubleshoot issues.
- Build relationships.
- Position colleges.
- Congressional support.
- Plan ahead to fill college priorities and identify new issues – Hispanic Serving Institutions award, AANAPISI, Work Study Experimental Site, Department of Defense/U.S. Navy Community College, student support services, CTE, and programs in high-demand fields (IT Pathways, cybersecurity).

## Legislation and Regulations

- Examine, track, recommend positions.
- Draft and recommend legislative language.
- SOCCCD as a resource to federal decision makers.
- Associate Scholars Internship Program.



## Federal Legislative Priorities

- **Adopted Jan 2020**

- Deferred Action for Childhood Arrival (DACA).
- Workforce for 21<sup>st</sup> Century.
- Higher Education Act Reauthorization.
- Veterans Affairs.
- Apprenticeships.

- **Proposed for 20/21**

- COVID-19 support, adaptation, and recovery for students and Colleges.
- Student Visas: DACA and International students.
- Workforce in the 21<sup>st</sup> Century, including Apprenticeships.
- Veterans Affairs.



## Current Activities

- **SOCCCD**

- Grants: Hispanic Serving Institutions, AANAPISI, Work Study, Future Scholars in STEM.
- Legislation:
  - Tracking 109 bills.
  - Comments/support eight bills: COVID-19, student support services, veterans, Pell grant expansion, student financial aid, SALT. Three more recommended.
  - Tracking: DACA, workforce, HEA, veterans, student support services, COVID-19, police reform.
- Relationship Building: SOCCCD and OC delegation, federal agencies, grant offices.

- **OCCCLTF**

*SOCCCD is current chair.*

- International student visas.
- COVID-19 support, including UCI waivers.
- Federal limitations on race/gender training.
- Best practices in first responder training.





## Looking Ahead

- **DC and SOCCCD Priorities**

- FY 21 budget in December.
- Continued impact of COVID: emergency funding, students/school implications.
  - Stimulus bill, implementation of authorized programs, remote learning, international students, liability, etc.
- Potential Administration and Congressional shifts.
  - Staffing, policy and funding priorities, early legislation.
- Evolving priorities influenced by Administration.
  - Slower HEA reauthorization, direction of apprenticeships, grant priorities, tuition support, student support services, Title IX rules, race/gender training.
- FY22 budget cycle.
  - Grant impact and formula fund impact.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Minutes of the Board of Trustees Meeting

**ACTION:** Approval

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Minutes from:

September 21, 2020 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING  
September 21, 2020**

**PRESENT**

Members of the Board of Trustees:

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

**ABSENT**

**Administrative Officers:**

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

**CALL TO ORDER: 5:00 P.M.**

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

Teleconferencing Location: via Zoom Videoconferencing at <https://socccd.zoom.us/j/98287538786?pwd=VC9YZINwaTM1aWg1cVF6MjJ1VFI6dz09>

Meeting ID: 982 8753 8786  
Meeting Passcode: 938510

This agenda is available on the SOCCCD website at [www.socccd.edu](http://www.socccd.edu)

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## **1.0 PROCEDURAL MATTERS**

### **1.1 Call to Order**

### **1.2 Roll Call - Establishment of Quorum**

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

### **1.3 Public Comments**

Members of the public may address the Board on items listed to be discussed in closed session. If you wish to address the board on a closed session item, please submit your request via email prior to the start of closed session. Speakers are limited to two minutes each.

There were no public comments.

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

### **1.4 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957 and 594954.5)**

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

### **1.5 Conference with Labor Negotiators (Government Code Section 54957.6)**

- A. Faculty Association (FA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor - HR
- B. Classified School Employees Association (CSEA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor - HR
- C. Police Officers Association (POA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor – HR

### **1.6 Conference with Real Property Negotiators (Government Code Section 54956.8)**

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

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

Negotiating Parties: Advantech Corporation and ACS Development Group Inc.

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

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

- A. Anticipated Litigation (Government Code Section 54956.9(d)(3))  
Significant exposure to litigation: 1 potential case
  - 1. Saddleback Stadium and Athletic Fields Project
- B. Existing Litigation (Government Code Section 54956.9 (d)(1))  
1 case
  - 1. Lopez-Morales v. South Orange County Community College District

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

**2.0 PROCEDURAL MATTERS**

**2.1 Actions Taken in Closed Session**

No action was taken by the board.

**2.2 Invocation**  
Led by Trustee James Wright

**2.3 Pledge of Allegiance**  
Led by Trustee Barbara Jay

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

There were no public comments.

### **3.0 REPORTS**

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

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

### **4.0 DISCUSSION ITEMS**

- 4.1 SOCCCD: FY 2020-21 District Adopted Budget  
A presentation of the adopted budget was made by college and district staff.

[Item 4.1](#)  
[Exhibit A](#)

- 4.2 SOCCCD: Saddleback College and Irvine Valley College: FY 2020-21 Adopted Student Government Budgets  
The ASIVC and SC ASG adopted budgets was presented by college student government representatives.

[Item 4.2](#)  
[Exhibits A-B](#)

- 4.3 SOCCCD: Spring 2021 Semester Planning  
The Chancellor and College Presidents discussed the data and factors guiding recommendations for students and employees to return to onsite learning and work for Spring 2021.

[Item 4.3](#)  
[Exhibit A](#)

The Board advanced and approved agenda Items 6.1 and 6.2.

At 8:45 p.m., a motion was made by Trustee Whitt Rydell, seconded by Trustee Jemal, to recess the meeting for 10 minutes and to extend the meeting to 9:45 p.m. The 10 minute recess and time extension was approved on a unanimous roll-call vote.

On a motion made by Trustee Lang and seconded by Trustee Whitt Rydell, the consent calendar was approved on a unanimous roll-call vote.

**5.0 CONSENT CALENDAR ITEMS**

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

- 5.1 SOCCCD: Board of Trustees Meeting Minutes  
Approve minutes of a Regular Meeting held virtually on August 31, 2020.

[Item 5.1](#)  
[Exhibit A](#)

- 5.2 Saddleback College: Revised and Deleted Curriculum for the 2020-21 and 2021-22 Academic Years  
Approve the proposed curriculum change for the 2020-21 academic year at Saddleback College as listed in Exhibit A and the proposed curriculum changes for the 2021-22 academic year

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

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

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

- 5.4 SOCCCD: Saddleback College and Irvine Valley College, Notices of Completion, Various Projects  
Authorize filing the Notice of Completion for the IT IDF Room ePower project at Saddleback College to Inter-Pacific, Inc., for a contract total of \$399,000.00 and for the Access Control & Security Systems and Hardware project #P197527 at Irvine Valley College to Blue Violet Networks, LLC, for a contract total of \$368,044.53.

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

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

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

- 5.6 SOCCCD: August 2020 Amendments  
Ratify the amendments as listed.

[Item 5.6](#)  
[Exhibits A-F](#)

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

[Item 5.7](#)  
[Exhibits A-C](#)

- 5.8 SOCCCD: Contracts  
Ratify contracts as listed.

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

## **6.0 GENERAL ACTION ITEMS**

- 6.1 SOCCCD: Conduct a Public Hearing - Proposed Budget of the District for FY 2020-21  
The Board of Trustees will conduct a public hearing on the proposed budget for FY 2020-21.

Board President Prendergast called for a Public Hearing in order to provide the public an opportunity to express opinions about the proposed 2020-2021 budget. Hearing no public comments, the Public Hearing was closed and the regular Board of Trustees meeting was reconvened.

[Item 6.1](#)  
[Exhibit A](#)

- 6.2 SOCCCD: Adopted Budget for Fiscal Year 2020-21  
Approve the FY 2020-21 Adopted Budget and the EPA spending plan as presented.

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

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

- 6.3 SOCCCD: Saddleback College – Stadium and Site Improvement Project, Approval of Settlement Agreement and Notice of Completion, PCL Construction Services, Inc.  
Approve the Settlement Agreement in the amount of \$2,000,000 and authorize filing the Notice of Completion for the Saddleback College Stadium and Site Improvement project to PCL Construction Services, Inc., for a final contract amount of \$55,893,892. It is also recommended that the Board of Trustees authorize the release of retention after filing.

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

[Item 6.3](#)  
[Exhibits A-B](#)

- 6.4 SOCCCD: Biennial Ethics Training / Chancellor and 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 2019-20 fiscal year.

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

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

- 6.5 SOCCCD: Board Policy Revision: BP-103 (2010) Board Membership; BP-105 (2305) Annual Organizational Meeting; BP-107 (2410) Board Policies and Administrative Regulations; BP-109 (2740) Board Education; BP-126 (2330) Meeting Procedures, Quorum, and Voting; BP-162 (2720) Communications Among Board Members; BP-1400 (3425) Americans with Disabilities Act and the Fair Employment and Housing Act; BP-2120 (2120) Officers; BP-3610 (3600) Auxiliary Organizations, Including Foundations; BP-5617 (4226) Multiple or Overlapping Enrollments; and BP-6122 (4240) Academic Renewal  
Accept for review and study the board policies as listed.

On a motion made by Trustee Jay and seconded by Trustee Jemal, this item was accepted for review and study on a unanimous roll-call vote.

[Item 6.5](#)  
[Exhibits A-K](#)

At 9:45 p.m., a motion was made by Trustee Jemal and seconded by Trustee Wright, to extend the meeting to 10:15 p.m. The time extension was approved on a unanimous roll-call vote.

- 6.6 SOCCCD: Board Policy Revision: BP-6140 College Speakers  
Rescind the approval of BP-6140 College Speakers that was granted on August 31, 2020 and reinstate the language that previously existed.

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

[Item 6.6](#)  
[Exhibit A](#)

At 10:13 p.m., a motion was made by Trustee Jemal and seconded by Trustee Whitt Rydell to extend the meeting to 10:45 p.m. The time extension was approved on a unanimous roll-call vote.

- 6.7 SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items  
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Additional Compensation: Restricted Funds, Workload Banking.

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

[Item 6.7](#)  
[Exhibit A](#)

- 6.8 SOCCCD: Classified Personnel Actions – Regular Items  
Ratify New Personnel Appointments, Reorganization/Reclassification, Authorization to Increase/Decrease Hours Per Week and/or Months Per Year for Classified Positions, Change of Status.

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

[Item 6.8](#)  
[Exhibit A](#)

- 6.9 SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items  
Ratify New Personnel Appointments.

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

[Item 6.9](#)  
[Exhibit A](#)

- 6.10 SOCCCD: Faculty Association (FA) Initial Proposal to District  
Accept for review and study the SOCCCD Faculty Association's initial proposal to the District for the purpose of negotiations.

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

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

- 6.11 SOCCCD: District Initial Proposal to Faculty Association (FA)  
Accept for review and study the SOCCCD District's initial proposal to the Faculty Association for the purpose of negotiations.

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

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

## **7.0    REPORTS**

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

[Item 7.1](#)

- 7.2      SOCCCD: 2021 Teacher of the Year Recognition Ceremony  
Due to the pandemic, the 2021 OC Teachers of the Year ceremony has been postponed until further notice. The Orange County Department of Education is currently working on plans on how to celebrate in the coming year. The two faculty members being honored are Emily Quinlan, Business Law Instructor from Saddleback College, and Leonard Lamp, Mathematics Instructor from Irvine Valley College.

[Item 7.2](#)

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

[Item 7.3](#)  
[Exhibit A](#)

- 7.4      SOCCCD: CARES Act Funding Monthly Summary  
Cumulative summary of the funds awarded and spent as of August 31, 2020 is provided.

[Item 7.4](#)  
[Exhibit A](#)

- 7.5      SOCCCD: COVID-19 Response Block Grant Monthly Summary  
Cumulative summary of the funds awarded and spent as of August 31, 2020 is provided.

[Item 7.5](#)  
[Exhibit A](#)

- 7.6      SOCCCD: Retiree (OPEB) Trust Fund.  
Report for period ending July 31, 2020.

[Item 7.6](#)  
[Exhibit A](#)



**8.0 WRITTEN REPORTS FROM ADMINISTRATION**

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

[Item 8.0](#)

A. Chancellor

[Chancellor's Written Report](#)

B. Irvine Valley College President

[Irvine Valley College Written Report](#)

C. Saddleback College President

[Saddleback College Written Report](#)

D. CSEA President

[CSEA President's Written Report](#)

**9.0 ADDITIONAL ITEMS**

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

The meeting was adjourned at 10:20 p.m. in memory of the late Supreme Court Justice Ruth Bader Ginsburg.

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Kathleen F. Burke  
Secretary, Board of Trustees

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

---

### **BACKGROUND**

Board Resolutions are presented as a formal recognition by the Board of Trustees to honor 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 in Support of California Community College Undocumented Students and Undocumented Student Action Week.

The resolution will declare October 19-23, 2020 Undocumented Student Action Week. SOCCCD participates in Undocumented Student Action Week, to inform undocumented students about all available services on campus and in local communities and empower them to access those services, and support students and allies in advocating to Congress to act quickly and establish a permanent solution for undocumented young people.

### **STATUS**

A resolution passed by the South Orange County Community College District will declare October 19-23, 2020, and every third week of October thereafter, as “Undocumented Student Action Week” to work in partnership with other organizations, the California Community Colleges, and the Community College League of California to engage in activities supporting undocumented students. Additionally, the resolution will urge Congressional members to uphold California values and create a pathway to citizenship for undocumented students, which will permit them to complete their educational goals and achieve their highest potential.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**RESOLUTION**

**IN SUPPORT OF CALIFORNIA COMMUNITY COLLEGE UNDOCUMENTED STUDENTS AND  
UNDOCUMENTED STUDENT ACTION WEEK**

October 2020

**WHEREAS**, the South Orange County Community College District, comprised of Irvine Valley College and Saddleback College, is committed to providing an open and welcoming environment for all students; and

**WHEREAS**, the federal government on September 5, 2017, rescinded the Deferred Action for Childhood Arrivals (DACA) program, thereby placing the safety, security, and educational future of thousands of undocumented students in doubt; and

**WHEREAS**, the South Orange County Community College District (SOCCCD) has joined the California Community Colleges to advocate to Congress and the Administration to preserve DACA and respect the contributions of undocumented immigrants, and in 2017, the Board of Governors and the SOCCCD Board of Trustees passed a resolution expressing its support for DACA and firm commitment to serving all students who can benefit from a postsecondary education; and

**WHEREAS**, in July of 2020, by a margin of 5-4, the Supreme Court decided that President Trump did not follow the Administration Procedures Act, thereby upholding the DACA program; and

**WHEREAS**, the Supreme Court did not end the DACA program, however it did affirm the Department of Homeland Security's (DHS) authority to end the DACA program in a lawful manner; and

**WHEREAS**, new guidelines set by the DHS, could create unnecessary burden for students; and

**WHEREAS**, SOCCCD stands united as a district where all students can learn; grow; and feel supported and safe; and

**WHEREAS**, SOCCCD joins numerous community colleges in California with an adoption of policies and procedures consistent with protecting immigrant students, and creating partnerships with community organizations to help our undocumented students access legal assistance and other services in our community; and

**WHEREAS**, SOCCCD participates in Undocumented Student Action Week, to inform undocumented students about all available services on campus and in local communities and empower them to access those services, and support students and allies in advocating to Congress to act quickly and establish a permanent solution for undocumented young people; and

**WHEREAS**, SOCCCD participated in the previous Undocumented Student Action Week by engaging in a week-long program of activities in support of undocumented students, passed a resolution in 2019 reaffirming its commitment to support all students throughout our district, including undocumented students, which was disseminated districtwide; and

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

**RESOLVED** that the South Orange County Community College District declares October 19-23, 2020, and every third week of October thereafter, as “Undocumented Student Action Week” to work in partnership with other organizations, the California Community Colleges, and the Community College League of California to engage in activities supporting undocumented students; and be it further

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

**PASSED AND ADOPTED** on this 19th day of October, 2020 in the South Orange County Community College District.

AYES:

NOES:

ABSENT:

ABSTAINED:

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T.J. Prendergast, III.  
President of the Board

**TO:** Board of Trustees

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

**RE:** Irvine Valley College: Curriculum Revisions for the 2021-2022 Academic Year

**ACTION:** Approval

---

**BACKGROUND**

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

**STATUS**

IVC proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of IVC for the 2021-2022 academic year pursuant to Title 5, Section 53200 et seq.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2021-2022 academic year at IVC.

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

**Exhibit A  
Page 1 of 2**

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

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

**Exhibit A**  
**Page 2 of 2**

School	Catalog Id	Course Id	Abbreviated Course Title	Action Taken
<b>Arts</b>	9921.10	DNCE 1A	Introduction to Dance A	dc
	9921.15	DNCE 1B	Introduction to Dance B	dc
	9921.40	DNCE 2	Introduction to World Dance	dc
	10349.00	DNCE 51A	Pilates A	dc
	10349.15	DNCE 51B	Pilates B	dc
	14479.00	DNCE 281	Pedagogy- Teaching Methods for Movement Training	dc
	6435.10	TA 16A	Introduction to Rehearsal and Performance: Comedy	moe, SLOs, txt
	6445.20	TA 19	Rehearsal and Performance: Musical Theatre	tps, moe, SLOs, txt
	6445.10	TA 19A	Introduction to Rehearsal and Performance: Musical Theatre	lrng obj, assign, moe, SLOs, txt
	14390.00	TA 48C	Advanced Stage Management	dc
	10192.15	TA 415	Theatre Rehearsal and Performance	tps, txt
	14323.00	TA 416	Voice and Diction for the Mature Adult	moe, SLOs, txt
	6512.10	TA 9	Musical Revue	moe, SLOs, txt
	6587.00	WR 13	Writing Poetry	lrng obj, tps, assign, moe
<b>HUM</b>	14525.00	WR 14	Intermediate Poetry Writing	lrng obj, tps, assign, moe
	14754.00	WR 15	Introduction to Screenwriting for Film/TV	cat desc, tps, assign, moe, SLOs
	14853.00	WR 17	Intermediate Screenwriting	cat desc, tps, assign, moe
<b>IDEA</b>	14870.00	ENGR 168A	Cooperative Work Experience: Engineering	nc
	14871.00	ENGR 168B	Cooperative Work Experience: Engineering	nc
	14872.00	ENGR 168C	Cooperative Work Experience: Engineering	nc
	14873.00	ENGR 168D	Cooperative Work Experience: Engineering	nc
<b>LLR</b>	10642.20	ESL 343	Beginning Pronunciation	dc
	10626.20	ESL 352	Beginning Conversation	dc
	10634.20	ESL 353	Beginning Pronunciation	dc
	10677.20	ESL 362	Intermediate Conversation	dc
	10648.20	ESL 363	Intermediate Pronunciation	dc
	10678.25	ESL 372	Intermediate Conversation	dc
	10649.20	ESL 373	Intermediate Pronunciation	dc
	10640.20	ESL 383	Advanced Pronunciation	dc
	14854.00	SIGN 15	American Deaf Culture	crs id from <del>SIGN</del> to <b>ASL</b>
	6215.00	SIGN 21	Beginning American Sign Language I	crs id from <del>SIGN</del> to <b>ASL</b>
	6220.00	SIGN 22	Beginning American Sign Language II	crs id from <del>SIGN</del> to <b>ASL</b>
	6225.00	SIGN 23	Intermediate American Sign Language	crs id from <del>SIGN</del> to <b>ASL</b>
	14602.00	SIGN 24	Intermediate American Sign Language II	crs id from <del>SIGN</del> to <b>ASL</b>
<b>MCS</b>	14831.00	MATH 17	Data Analysis and Statistical Programmin Using R	nc
<b>SBS</b>	8975.00	HD 270	Curriculum Planning for School-Age Children	cat desc, sch desc, hrs, rec prep, lrng obj, tps, assign, moe, SLOs, txt
	5910.05	PSYC 37H	Abnormal Behavior Honors	lrng obj, moe, SLOs, txt

**TO:** Board of Trustees

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

**RE:** SOCCCD: Irvine Valley College, Scheduled Maintenance Painting for PE100, PE200, PH4, and A300 Buildings, Notice of Completion, Tony Painting

**ACTION:** Approval

---

### **BACKGROUND**

The Board of Trustees ratified an agreement for the Irvine Valley College project as follows:

- Tony Painting, for a current contract total of \$108,120, with a change order of \$1,750 listed for ratification at this October's board meeting, for a revised contract total of \$109,870, for the Irvine Valley College Scheduled Maintenance Painting for PE100, PE200, PH4, and A300 buildings project. The Board of Trustees ratified the associated agreement on July 20, 2020.

### **STATUS**

Contract work is complete on the project. Staff recommends the Notice of Completion be filed for the following project:

- Irvine Valley College Scheduled Maintenance Painting for PE100, PE200, PH4, and A300 buildings project (EXHIBIT A)

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion for the Scheduled Maintenance Painting for PE100, PE200, PH4, and A300 buildings project at Irvine Valley College to Tony Painting, for a contract total of \$109,870. It is also recommended that the Board of Trustees 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 27383

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: SCHEDULED MAINTENANCE PAINTING FOR PE100, PE200, PH4, and A300 BUILDINGS project at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 11th day of June 2020, which contract was made with TONY PAINTING, as Contractor; that said improvements were completed on the 17th day of August 2020, and accepted by formal action of the governing board of said District on the 19th day of October 2020, 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

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

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

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

State of California  
County of Orange

Subscribed and sworn to (or affirmed) before me

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

by \_\_\_\_\_  
(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:** [Saddleback College: New and Revised Curriculum for the 2020-21 and 2021-22 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 additions and revisions to the curriculum of the College for the 2020-21 and 2021-22 academic years. Exhibit A includes revised programs for academic year 2020-21. Exhibit B includes new courses, Exhibit C includes revised courses, Exhibit D includes new programs, and Exhibit E includes revised programs for academic year 2021-22. The new and revised 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 2020-21 academic year at Saddleback College as listed in Exhibit A and the proposed curriculum changes for the 2021-22 academic year as listed in Exhibits B, C, D, and E.

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2020-2021

**Current  
Adult Education**

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

The Adult Education English as a Second Language (AESL) Certificate of Competency

-Beginning Level is designed for students to demonstrate emerging literacy skills in English. The goal of this level is to build reading, writing, listening, speaking, grammar, and vocabulary skills so that students can communicate in everyday situations. Emphasis will focus on comprehending simple conversation, communicating survival needs, reading phrases and simple sentences, and performing communicative written tasks.

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

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

**Revised  
Adult Education**

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

The Adult Education English as a Second Language (AESL) Certificate of Competency

-Beginning Level is designed for students to demonstrate emerging literacy skills in English. The goal of this level is to build reading, writing, listening, speaking, grammar, and vocabulary skills so that students can communicate in everyday situations. Emphasis will focus on comprehending simple conversation, communicating survival needs, reading phrases and simple sentences, and performing communicative written tasks.

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

Course ID	Title	Hours
AESL 701NC	<b><u>Basic Literacy-Adult Education</u></b>	
	<b><u>English As A Second Language</u></b>	149.40
AESL 702NC	<b><u>Beginning Low-Adult Education</u></b>	
	<b><u>English As A Second Language</u></b>	149.40
<b>Total Hours for the Certificate:</b>		<b>298.80</b>

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2020-2021

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

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

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

<b>Course ID</b>	<b>Title</b>	<b>Hours</b>
AESL 705NC	<b><u>Intermed. High-Adult Education</u></b> <b><u>English as a Second Language</u></b>	149.40
AESL 706NC	<b><u>Advanced Low-Adult Education</u></b> <b><u>English as a Second Language</u></b>	149.40
<b>Total Hours for the Certificate:</b>		<b>298.80</b>

SADDLEBACK COLLEGE  
NEW COURSES  
ACADEMIC YEAR 2021-2022

Exhibit B  
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Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for enhanced funding, Y=credit course)
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	FN 650 (206)	2211.00	SUSTAINABLE NUTRITION AND FOOD SYSTEMS	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
ATAS	GC 600 (208)	2208.00	SURFACE DESIGN I	nc, rec prep <b>GD 149</b> , 3 units/2 hrs lec/3 hrs lab/0 hr lrng cntr, non-repeatable
ATAS	GC 601 (218)	2209.00	SURFACE DESIGN II	nc, rec prep <b>GC 208</b> , 3 units/2 hrs lec/3 hrs lab/0 hr lrng cntr, non-repeatable

BS	BUS 622NC (423NC)	2234.00	LEGAL ASPECTS OF NONPROFIT ORGANIZATIONS	nc, 0 units, 1 hr lec 0 hrs lab.0 hr lng cntr, prereq <b>BUS 422NC</b> , repeatable 99 times, gr opt SP Noncredit Graded Pass/SP/No Pass
BS	BUS 620NC (421NC)	2236.00	NONPROFIT BUSINESS MANAGEMENT	nc, 0 units, 2 hr lec 0 hrs lab.0 hr lng cntr, repeatable 99 times, gr opt SP Noncredit Graded Pass/SP/No Pass
BS	BUS 621NC (422NC)	2235.00	NONPROFIT BUSINESS FINANCE	nc, 0 units, 2 hr lec 0 hrs lab.0 hr lng cntr, repeatable 99 times, gr opt SP Noncredit Graded Pass/SP/No Pass
CE	AEBE 696NC (795NC)	386589.00	ADULT EDUCATION BASIC EDUCATION MATH LAB II	nc, 0 units, 0 hr lec.3 hrs lab.0 hr lng cntr, Coreq <b>AEBE 705NC</b> , repeatable 99 times, gr opt SP Noncredit Graded Pass/SP/No Pass
CE	AEBE 697NC (794NC)	386588.00	ADULT EDUCATION BASIC EDUCATION MATH LAB I	nc, 0 units, 0 hr lec/3 hrs lab/0 hr lng cntr, Coreq <b>AEBE 704NC</b> , repeatable 99 times, gr opt SP Noncredit Graded Pass/SP/No Pass
CE	AEBE 698NC (793NC)	386591.00	ADULT EDUCATION BASIC EDUCATION LANGUAGE ARTS LAB II	nc, 0 units, 0 hr lec/3 hrs lab/0 hr lng cntr, Coreq <b>AEBE 703NC</b> , repeatable 99 times, gr opt SP Noncredit Graded Pass/SP/No Pass
CE	AEBE 699NC (792NC)	386592.00	ADULT EDUCATION BASIC EDUCATION LANGUAGE ARTS LAB II	nc, 0 units, 0 hr lec/3 hrs lab/0 hr lng cntr, Coreq <b>AEBE 702NC</b> , repeatable 99 times, gr opt SP Noncredit Graded Pass/SP/No Pass
CE	AEBT 601NC (701NC)	992802.00	ADULT EDUCATION BASIC TECHNOLOGY SKILLS I	nc, 0 units, 1.5 hr lec/1.5 hr lab/0 hr lng cntr, repeatable 99 times, gr opt SP Noncredit Graded Pass/SP/No Pass
CE	AEBT 602NC (702NC)	992803.00	ADULT EDUCATION BASIC TECHNOLOGY SKILLS II	nc, 0 units, 1.5 hr lec/1.5 hr lab/0 hr lng cntr, prereq AEBT 601NC, repeatable 99 times, gr opt SP Noncredit Graded Pass/SP/No Pass
HS	SL 603 (121)	386581.00	AMERICAN SIGN LANGUAGE INTERPRETING I	nc, 3 units, 3 hrs lec/0 hr lab/0 hr lng cntr, prereq <b>SL 4</b> , Coreq <b>SL 221</b> , Rec Prep <b>Eligibility ENG 1A or 1AH</b> , nonrepeatable, GN Letter Grade only
HS	SL 604 (221)	386585.00	AMERICAN SIGN LANGUAGE INTERPRETING LAB I	nc, 1 unit, 1 hr lec/1 hr lab/0 hr lng cntr, prereq <b>SL 4</b> , Coreq <b>SL 121</b> , rec prep <b>ENG 1A</b> <b>or ENG 1AH</b> , nonrepeatable
HS	SL 605 (122)	386586.00	AMERICAN SIGN LANGUAGE INTERPRETING II	nc, 3 units, 3 hrs lec/0 hr lab/0 hr lng cntr, prereq <b>SL 121 and SL 221</b> , Coreq <b>SL 222</b> , Rec Prep <b>Eligibility for ENG 1A or 1AH</b> , non repeatable

SADDLEBACK COLLEGE  
NEW COURSES  
ACADEMIC YEAR 2021-2022

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HS	SL 606 (222)	386587.00	AMERICAN SIGN LANGUAGE INTERPRETING LAB II	nc, 1 units, 1 hrs lec/1 hr lab/0 hr lrng cntr, prereq <b><u>SL 121</u></b> , Coreq <b><u>SL 122</u></b> , Rec Prep <b><u>Eligibility for ENG 1A or 1AH</u></b> , non repeatable
KNES	KNES 677 (177)	2205.00	SPORTS OFFICIATING	nc, 2 units/2 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
SS	CWE 680 (180)	2222.00	CO-OP-ED CHILD DEVELOPMENT AND EDUCATION	nc, 1 units, 0 hr lec/0 hr lab/4.52 hrs lrgn cntr, rec prep <b><u>For Early Childhood Placements CDE 7, 15, 101, and/or 110, or For School Age/K-12 Placements CDE 7 and 18, 41, or 90</u></b> , gr opt Gr Letter Grade or pass/no pass, repeatable 4 times
SS	CDE 680 (180)	386593.00	CO-OP-ED CHILD DEVELOPMENT AND EDUCATION	nc, 2 units, 0 hr lec/0 hr lab/9.04 hrs lrng cntr, rec prep <b><u>For Early Childhood Placements CDE 7, 15, 101, and/or 110, or For School Age/K-12 Placements CDE 7 and 18, 41, or 90</u></b> , gr opt Gr Letter Grade or pass/no pass, nonrepeatable
XE	EBIO 600 (500)	386582.00	ADVANCED BIRDING (EI)	nc, 0 units, 1 hr lec/2 hrs lab/0 hr lrgn cntr, gr opt NC - Noncredit, repeatable 99 times
XE	EECL 600 (501)	386583.00	HUMAN ECOLOGY (EI)	nc, 0 units, 2 hr lec/0 hrs lab/0 hr lrgn cntr, gr opt NC - Noncredit, repeatable 99 times
XE	EHST 600 (500)	386584.00	WEST CIV TO 1648 (EI)	nc, 0 units, 2 hr lec/0 hrs lab/0 hr lrgn cntr, gr opt NC - Noncredit, repeatable 99 times

SADDLEBACK COLLEGE  
PROPOSED COURSE REVISIONS  
ACADEMIC YEAR 2021-2022

Exhibit C  
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Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for enhanced funding, Y=credit course)
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	AUTO 102	120030.00	ENGINE PERF-IGN	prereq fr <del>None</del> to <u>AUTO 100</u> , rec prep fr <del>AUTO 100 and 207</del> to <u>AUTO 101 and 207</u> , txt, val
ATAS	AUTO 103	120040.00	ENGINE PERF-EMISSIONS	prereq fr <del>None</del> to <u>AUTO 100</u> , rec prep fr <del>AUTO 100 and 207</del> to <u>AUTO 101 and 207</u> , txt, val
ATAS	AUTO 105	120070.00	AUTO POWER TRAIN	prereq fr <del>None</del> to <u>AUTO 100</u> , rec prep fr <del>AUTO 100</del> to <u>AUTO 101 and 207</u> , SLOs, txt, val



SADDLEBACK COLLEGE  
PROPOSED COURSE REVISIONS  
ACADEMIC YEAR 2021-2022

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ATAS	AUTO 106A	120080.00	AUTO SUSP AND ALIGN	prereq fr <del>None</del> to <u>AUTO 100</u> , rec prep fr <del>AUTO 100</del> to <u>None</u>
ATAS	AUTO 106B	428167.00	AUTOMOTIVE BRAKE SYS	prereq fr <del>None</del> to <u>AUTO 100</u> , rec prep fr <del>AUTO 100</del> to <u>None</u>
ATAS	AUTO 107	120090.00	AUTO TRANSMISSION	prereq fr <del>None</del> to <u>AUTO 100</u> , rec prep fr <del>AUTO 100</del> to <u>None</u> , SLOs
ATAS	AUTO 108	120100.00	AUTO AIR CONDITIONING	prereq fr <del>None</del> to <u>AUTO 100</u> , rec prep fr <del>AUTO 100</del> to <u>None</u>
ATAS	AUTO 229	450113.00	DIESEL TECHNOLOGY	prereq fr <del>None</del> to <u>AUTO 100</u> , rec prep fr <del>AUTO 100</del> to <u>None</u> , SLOs
ATAS	AUTO 232	992629.00	DIESEL SYSTEMS TECH	prereq fr <del>None</del> to <u>AUTO 100</u> , rec prep fr <del>AUTO 100</del> to <u>None</u> , SLOs, txt
ATAS	CWE 180	429977.00	CO-OP-ED FASH	txt
ATAS	ENV 24	144280.10	NAT HISTORY CALIF	txt
ATAS	FN 101	429854.00	CULINARY PRINC I	sch desc, val
ATAS	FN 142	338040.00	CLASSICAL FR CUISINE	txt, val
ATAS	FN 173	338140.00	CATERING AND BANQUETS	cat desc, sch desc, tps, moe, assign, val
ATAS	FN 222	338180.00	CHINESE CUISINE	txt, val
ATAS	FN 223	338190.00	ASIAN CUISINE	cat desc, sch desc, tps, moe, assign, txt, val
ATAS	FN 226	338195.00	MEXICAN CUISINE	txt, val
ATAS	FN 227	429856.00	MEDITERRANEAN CUISINE	cat desc, tps, lrng obj, txt, val
ATAS	FN 228	428946.00	ITALIAN CUISINE	assign, txt, val
ATAS	FN 230	338197.00	VEGETARIAN CUISINE	cat desc, sch desc, tps, lrng obj, moe, assign, txt, val
ATAS	FN 232	428456.00	HEALTHY COOKING	val
ATAS	FN 236	429564.00	AMERICAN REG CUISINE	tps, txt, val
ATAS	FN 241	992635.00	CULINARY PRINC II	val
ATAS	FN 244	430233.00	BAKING FUNDAMENTALS I	tps, lrng obj, moe, assign, val
ATAS	FN 246	992636.00	INTRO TO CULINARY	assign, val
ATAS	FN 286	430237.00	SUGAR CONFECTIONERY	txt, val
ATAS	FN 288	430238.00	ADV BAKING AND PASTRY	cat desc, sch desc, tps, lrng obj, SLOs, txt, val
ATAS	HORT 140	992782.00	BUSINESS ASPECTS	lrng obj, assign, txt
ATAS	MFG 201	433766.00	ADV CAD MODEL TOOLING	units fr <del>2.0</del> to <u>3.0</u> , hrs fr <del>1 lec/3 lab/0 lrng-cntr</del> to <u>2 lec/3 lab/0 lrng-cntr</u> , txt
BS	BUS 1H	405112.00	HONORS INTRO TO BSNS	cat desc, sch desc, moe, assign, txt
BS	BUS 104	500050.05	BUSINESS COMMUNICATN	lrng ob, txt
BS	BUS 105	428170.00	SOCIAL MEDIA MARKETNG	moe, assign, txt
BS	BUS 109	650749.00	E-COMMERCE MARKETING	cat desc, sch desc, lrng obj, moe, txt
BS	BUS 120	500090.05	BUSINESS MANAGEMENT	lrng obj, SLOs, moe, txt
BS	CIMA 223A	430472.00	QUICKBOOKS--BEGINNING	rec prep fr <del>CIMN 100A</del> to <u>None</u> , cat desc, sch desc, txt
BS	CIMP 220	405000.00	ANDROID APPS--BEG	rec prep fr <del>None</del> to <u>CIMP 7A</u> , cat desc, sch desc, tps, SLOs, assign, txt, val

SADDLEBACK COLLEGE  
PROPOSED COURSE REVISIONS  
ACADEMIC YEAR 2021-2022

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BS	CIMW 100A	433032.00	WEB SITE DEV-HTML-BEG	rec prep fr <del>CIMN 100 or CIMN 100 A/B</del> to <u>CIMN 100</u> , cat desc, sch desc, tps, lrng obj, SLOs, assign, txt
BS	CIMW 105	429892.00	INTRO SQL AND MYSQL	cat desc, sch desc, tps, txt
BS	CIS 480NC	992704.00	CISCO CCENT	ti fr <del>CISCO CCENT</del> to <u>CCENT CISCO CERTIFIED ENTRY LEVEL TECHNICIAN</u>
BS	CIS 481NC	2221.00	CISCO CCNA	rec prep fr <del>none</del> to <u>CIS 480NC</u> , ti fr <del>CCNA-CISCO CERTIFIED NETWORK ASSOCIATE</del> to <u>CCNA 1 CISCO CERTIFIED NETWORK ASSOCIATE</u>
FAMT	CTVR 111	180030.00	AUDIO/SOUND DESIGN	prereq fr <del>CTVR 101</del> to <u>None</u> , rec prep fr <del>None</del> to <u>CTVR 101</u> , tps, val
FAMT	CTVR 253	432293.00	DIGITAL SFX	prereq fr <del>None</del> to <u>CTVR 151</u> , rec prep fr <del>CTVR 151</del> to <u>None</u> , tps, assign, txt, val
FAMT	MUS 55A	992334.00	INTERMEDIATE PIANO I	txt
FAMT	TA 2	812020.00	SCENE STUDY I	sch desc, txt
FAMT	TA 3	812030.00	SCENE STUDY II	gr opt fr <del>Letter Grade only</del> to <u>Letter Grade or Pass/No Pass</u> , txt, val
FAMT	TA 4	812040.00	ACTING STYLES I	gr opt fr <del>Letter Grade only</del> to <u>Letter Grade or Pass/No Pass</u> , txt
FAMT	TA 10	818010.00	MUSICAL THEATRE TECH.	gr opt fr <del>Letter Grade only</del> to <u>Letter Grade or Pass/No Pass</u> , txt
FAMT	TA 25	824030.00	THEA HIST :PRIM-RENAS	sch desc, gr opt fr <del>Letter Grade only</del> to <u>Letter Grade or Pass/No Pass</u> , txt
FAMT	TA 108	428415.00	AUDITION TECHNIQUES	gr opt fr <del>Letter Grade only</del> to <u>Letter Grade or Pass/No Pass</u> , txt
HS	HS 182	429245.00	SUBST.ABUSE CHILD/AD	SLOs, assign
HS	HSC 227	430827.00	PALS	lim fr <del>Current AHA BLS Healthcare Provider-course completion card</del> to <u>Current AHA BLS Provider Course Completion Card</u> , lrng obj, SLOs, moe, assign, val
HS	MLT 230	992622.00	CLINICAL CHEMISTRY	prereq fr <del>Official admission to the MLT-program</del> to <u>CHEM 108 or equivalent</u> , rec prep fr <del>None</del> to <u>MLT 211</u> , val
HS	MLT 232	450156.00	CLINICAL MICROBIOLOGY	prereq fr <del>MLT 210 &amp; Official Admission Into the MLT Program</del> to <u>BIO 15 or equivalent</u> , assign, val
HS	MLT 235	450150.00	CLINICAL URINALYSIS	prereq fr <del>MLT 211 &amp; Official Admission Into the MLT Program</del> to <u>BIO 113 or equivalent</u> , rec prep fr <del>MLT 210</del> to <u>MLT 211</u> , val

SADDLEBACK COLLEGE  
PROPOSED COURSE REVISIONS  
ACADEMIC YEAR 2021-2022

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HS	MLT 236	992623.00	CLINICAL HEMATOLOGY	prereq fr <del>Official admission to the MLT program</del> to <u>BIO 113 or equivalent</u> , rec prep fr <del>None</del> to <u>MLT 211</u> , tps, val
HS	MLT 242	450157.00	CLIN CHEM PRACTICUM	prereq fr <del>MLT 230</del> to <u>MLT 230 and official admission to the MLT Program</u> , sch desc, moe, val
HS	MLT 243	450151.00	CLIN IMMUNO-IMMUNOHEM	prereq fr <del>MLT 236 &amp; Official Admission into the MLT Program</del> to <u>MLT 236</u> , val
HS	MLT 244	450158.00	LIN HEMA COAG UA PR	prereq fr <del>MLT 235 &amp; MLT 236</del> to <u>MLT 235, MLT 236, and official admission to the MLT Program.</u> , sch desc, moe, val
HS	MLT 252	450159.00	CLIN MICRO PRACTICUM	prereq fr <del>MLT 232</del> to <u>MLT 232 and official admission to the MLT Program</u> , sch desc, moe, val
HS	MLT 253	450160.00	CLIN IMM-IMMUNOHEM PR	prereq fr <del>MLT 236 &amp; MLT 243</del> to <u>MLT 236, MLT 243, and official admission to the MLT Program.</u> , sch desc, moe, val
KNES	KNES 41	674680.05	SWIM FOR NONSWIMMERS	txt
KNES	KNES 41	674680.10	SWIM FOR NONSWIMMERS	txt
KNES	KNES 42	674680.15	INTERMEDIATE SWIMMING	txt
KNES	KNES 42	674680.20	INTERMEDIATE SWIMMING	txt
KNES	KNES 43	674680.25	ADV SWIMMING & DIVING	txt, val
KNES	KNES 43	674680.30	ADV SWIMMING & DIVING	txt, val
KNES	KNES 44	674770.05	AQUATIC CONDITIONING	txt
KNES	KNES 44	674770.10	AQUATIC CONDITIONING	txt
KNES	KNES 52	680020.00	FUND OF MOVEMENT	txt
KNES	KNES 66	433727.00	CORE TRAINING	txt
KNES	KNES 66	433727.05	CORE TRAINING	txt
KNES	KNES 68	432765.00	WALKING FOR FITNESS	cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt, val
KNES	KNES 70	675110.05	BASKETBALL	txt
KNES	KNES 70	675110.10	BASKETBALL	txt
KNES	KNES 76	675230.05	BEGINNING VOLLEYBALL	moe, txt
KNES	KNES 77	675230.20	INTERMED. VOLLEYBALL	lrng obj, moe, txt, val
KNES	KNES 78	675230.30	ADVANCED VOLLEYBALL	txt
KNES	KNES 210	601100.00	THRY AND TECH PER TRN	crs id fr <del>KNES 210</del> to <u>KNES 110</u> , CSU GE code fr <del>Not Applicable</del> to <u>Transferable as an elective--does not fit GE pattern</u> , cat desc, sch desc, txt
KNES	KNES 212	601102.00	PROFESSION PERS TRAIN	crs id fr <del>KNES 212</del> to <u>KNES 112</u> , CSU GE code fr <del>Not Applicable</del> to <u>Transferable as an elective--does not fit GE pattern</u> , cat desc, sch desc
LA	ENG 44	314504.00	CLASSICAL MYTHOLOGY	rec prep fr <del>Eligibility for ENG 1A</del> to <u>None</u> , SLOs, txt

SADDLEBACK COLLEGE  
PROPOSED COURSE REVISIONS  
ACADEMIC YEAR 2021-2022

Exhibit C  
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LA	ENG 267	428800.00	NOVEL WORKSHOP	rec prep fr <del>Eligibility for ENG 1A or 3</del> to <u>None</u> , txt, val
MS	BIO 3AH	405119.00	HONOR GEN BIO I	prereq fr <del>CHEM 1 or CHEM 2</del> to <u>CHEM 1</u> , tps, lrng obj, SLOs, moe, assign, txt, val
MSE	BIO 19	144160.05	MARINE BIOLOGY	tps, SLOs, txt, val
MS	BIO 31	992439.00	BIOLOGY OF PLANTS	rec prep fr <del>BIO 20</del> to <u>None</u> , cat desc, sch desc, tps, SLOs, txt, val
SS	ANTH 2H	405100.00	HONORS CULTURAL ANTH	gr opt fr <del>GN Letter Grade Only</del> to <u>GR Letter Grade or Pass/No Pass</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
SS	ANTH 6	30090.00	GLOBAL ISSUES IN ANTH	rec prep fr <del>ANTH 2</del> to <u>none</u> , cat desc, sch desc, lrng obj, SLOs, assign, txt, val
SS	CDE 18	416090.10	EXCEPTIONAL CHLDRN	rec prep fr <del>ENG 200 or 340</del> to <u>Eligibility for ENG 1A or ENG 1AH</u> , cat desc, sch desc, tps, lrng obj, MOE, SLOs, assign, txt, val
SS	CDE 31	254020.00	EDUCATIONAL PSYCHOLOGY	rec prep fr <del>ENG 200 or 340</del> to <u>Eligibility for ENG 1A or ENG 1AH</u> , cat desc, sch desc, SLOs, assign, txt, val
SS	CDE 111	416230.00	CHILD GUIDE/COM	rec prep fr <del>ENG 340</del> to <u>Eligibility for ENG 1A or 1AH</u> , cat desc, sch desc, moe, assign, txt, val
SS	CDE 121	416160.10	PRACTICUM-ST TEACH	rec prep fr <del>ENG 340</del> to <u>Eligibility for ENG 1A or 1AH</u> , cat desc, sch desc, tps, moe, assign, val
SS	CDE 123	416055.00	INF/TODD DEV	rec prep fr <del>CDE 101, and ENG 340</del> to <u>CDE 101 and Eligibility for ENG 1A or ENG 1AH</u> , cat desc, sch desc, txt, val
SS	CDE 127	430818.00	ADULT SUPV MENT	rec prep fr <del>CDE 101, CDE 110, and ENG 340</del> to <u>CDE 101, CDE 110 and Eligibility for ENG 1A or ENG 1AH</u> , cat desc, sch desc, txt, val
SS	CDE 128	416200.00	ADMIN I - PROGRAM ECE	rec prep fr <del>CDE 101, CDE 110, and ENG 340</del> to <u>CDE 101, CDE 110, and Eligibility for ENG 1A or ENG 1AH</u> , cat desc, sch desc, txt, val
SS	CDE 129	416210.00	ADMIN II LEAD IN ECE	rec prep fr <del>CDE 101, CDE 110, and ENG 340</del> to <u>CDE 101, CDE 110, and Eligibility for ENG 1A or ENG 1AH</u> , cat desc, sch desc, val
SS	CDE 133	416060.00	CARE EDUC INF/TOD	rec prep fr <del>CDE 101, CDE 110, CDE 123, and ENG 340</del> to <u>CDE 101, CDE 110, CDE 123, and Eligibility for ENG 1A or ENG 1AH</u> , cat desc, sch desc, val

SADDLEBACK COLLEGE  
PROPOSED COURSE REVISIONS  
ACADEMIC YEAR 2021-2022

Exhibit C  
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SS	CDE 135	450180.00	INTRO CHILD SP NEEDS	rec prep fr <del>CDE 101, CDE 15, CDE 7 or CDE 7H, CDE 110, and ENG 340</del> to <u>CDE 101, CDE 15, CDE 7 or CDE 7H, CDE 110, and Eligibility for ENG 1A or ENG 1AH</u> , cat desc, sch desc, val
SS	CDE 140	450181.00	CURRIC FOR SPEC NEEDS	rec prep fr <del>CDE 101, CDE 15, CDE 7 or CDE 7H, CDE 110</del> to <u>CDE 101, CDE 15, CDE 7 or CDE 7H, CDE 110, and Eligibility for ENG 1A or ENG 1AH</u> , cat desc, sch desc, val
SS	GEOG 106	992642.00	DESERT REGIONS	rec prep fr <del>none</del> to <u>Students must be able to walk 1.0 to 6.0 miles each day on daily hikes over varied terrain</u> , cat desc, sch desc, tps, moe, txt, val
SS	GEOG 107	992643.00	MOUNTAIN AREAS	rec prep fr <del>none</del> to <u>Students must be able to walk 1.0 to 6.0 miles each day on daily hikes over varied terrain</u> , cat desc, sch desc, tps, moe, assign, txt, val
SS	GEOG 108	992644.00	FIELD GEOGRAPHY	rec prep fr <del>none</del> to <u>Students must be able to walk 1.0 to 6.0 miles each day on daily hikes over varied terrain</u> , cat desc, sch desc, moe, assign, txt, val
SS	PSYC 2 H	405104.00	HONORS PSYCH METHODS	gr opt fr <del>GN letter grade only</del> to <u>GR letter grade or Pass/No Pass</u> , sch desc, assign, txt
SS	PSYC 3	728030.00	BIOLOGICAL PSYCHOLOGY	txt
SS	PSYC 5	728036.00	PSY ASPECT HUMAN SEXU	cat desc, sch desc, txt
SS	PSYC 7	416010.10	DEVELOPMENTAL PSYC	cat desc, sch desc, assign, txt
SS	PSYC 37	728120.00	ABNORMAL BEHAVIOR	txt
SS	PSYC 140	992645.00	INTRO PSYC PROFESSION	cat desc, sch desc, txt

SADDLEBACK COLLEGE  
NEW PROGRAMS  
ACADEMIC YEAR 2021-2022

**NEW**  
**Nonprofit Business Administration**  
**Certificate of Completion**

The Certificate of Completion in Nonprofit Business Administration prepares individuals to work successfully in the various aspects of the Nonprofit business environment. Positions for which this program prepares students include management, finance, and fundraising.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Be able to identify and illustrate management best practices for leading a Nonprofit organization including major areas of responsibility for Nonprofit leaders, such as strategy, managing employees, fundraising, grant writing, board governance, and marketing and social media.
- Be able to identify and explain the finance and development (fundraising) aspects of a Nonprofit organization, including major areas of responsibility for Nonprofit finance, such as financial statements, budgeting, resource allocation, and grant writing.
- Be able to identify legal aspects of starting and operating a Nonprofit organization, including legal structure, receiving and maintaining tax-exempt status, trustee and director liability, and internet considerations.

<i>Course ID</i>	<i>Title</i>	<i>Hours</i>
BUS 421NC	Nonprofit Business Management	33.20
BUS 422NC	Nonprofit Business Finance	33.20
BUS 423NC*	Legal Aspects of Nonprofit Organizations	16.60
Total Hours for the Certificate:		83.00

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

SADDLEBACK COLLEGE  
NEW PROGRAMS  
ACADEMIC YEAR 2021-2022

**New  
Surface Design  
Certificate of Achievement**

The Surface Design program covers the creative and technical aspects of surface design as it relates to creating repeat patterns and designs for products including textiles, home furnishings, wall coverings, floor coverings, decorative papers, greeting cards, and other surfaces. The program covers the process from initial research, design awareness, theme development and realization, to the various ways of printing and applying those designs to a variety of surfaces and materials. Creative, technical, and practical processes and procedures will be covered. Students completing this program would be prepared for entry-level employment in the textile, home-goods, and paper-goods surface design industries as entry-level designers, illustrators, and/or print technicians.

**Program Student Learning Outcomes**

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

- Use fundamental design skills
- Select and use appropriate design software
- Select and use appropriate print methodologies and technology
- Demonstrate skills typically found in the surface design field

**Required Core**

<i><b>Course ID</b></i>	<i><b>Title</b></i>	<i><b>Units</b></i>
GC 208*	Surface Design I	3
GC 218*	Surface Design II	3
GD 149	Digital Illustration	3

**Total Units for the Certificate 9**

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2021-2022

**Current  
Architecture  
Certificate of Achievement**

The Architecture Certificate of Achievement program is a two-year sequence of courses designed for students who wish to train for entry-level employment in architecture or a field related to the construction industry. It also provides returning students with ongoing education to increase their job skills. Careers that the program allows students to pursue include: architectural draftsman, construction manager, real estate developer, and government building code administration, as well as related construction industry jobs.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Communicate designs in 3 languages of architectural visualization: Board Drafting, AutoCAD, and Revit.
- Demonstrate knowledge of at least 7 of the major periods of architectural history: Ancient Egyptian, Ancient Greek, Ancient Roman, Byzantine, Romanesque, Gothic, Renaissance, Baroque, Neoclassical, Craftsman, Art Nouveau, Art Deco, Modern, and Contemporary Architecture.
- Demonstrate knowledge of current construction materials and techniques for residential and commercial construction.
- Write contract documents used in the architecture, engineering and construction industry.

**Required Core**

Course ID	Title	Units
ARCH 10	Introduction to Architecture	2
ARCH 12	History of Architecture	3
ARCH 50*	Introduction to Computer-Aided Drafting	3
or		
DR 50*	Introduction to Computer-Aided Drafting	3
ARCH 51*	Computer-Aided Drafting	3
or		
DR 51*	Computer-Aided Drafting	3
ARCH 124A	Architectural Drawing I	4
ARCH 218	Foundation Studio in Architecture	4
ARCH 219*	Residential and Commercial Space Planning	4
ARCH 120*	Revit and Building Information Management(BIM)	4
ARCH 34*	Basic Architectural Design I	3
ARCH 42*	Descriptive Drawing and Perspective	3
ARCH 122	Architectural Practice	2
ARCH 124B	Architectural Drawing II	4
ARCH 124C	Architectural Drawing III	4
ARCH 126	Materials and Methods of Construction	3
	Select from Restricted Electives	3-6

**Total Units for the Certificate 49-52**

**Restricted Electives**

ARCH 44*	Architectural Presentation and Rendering	2
ARCH 132*	Residential Planning, Principles and Design	3
ARCH 152*	Advanced Computer-Aided Design	3
or		
DR 152*	Advanced Computer-Aided Design	3
ARCH 161	Blueprint Plans and Specification Reading	4
ARCH 163	International Building Code Inspection	4
ARCH 164*	Combination Residential Dwelling Inspection	3
ARCH 165	Electrical Code Inspection	3
ARCH 200	Design in Arizona, Riverside and Palm Springs	1.5
ARCH 211	Concrete Inspection	3
ARCH 212	Plumbing Codes - Drains, Waste, Vents, Water and Gas	3
ARCH 213	Mechanical Code – Heating, AC, Refrigeration, and Ductwork	3
ARCH 121*	Advanced Revit and Building Information Management II	4
ARCH 260	Architecture in Northern California	1

**Revised  
Architecture  
Certificate of Achievement**

The Architecture Certificate of Achievement program is a two-year sequence of courses designed for students who wish to train for entry-level employment in architecture or a field related to the construction industry. It also provides returning students with ongoing education to increase their job skills. Careers that the program allows students to pursue include: architectural draftsman, construction manager, real estate developer, and government building code administration, as well as related construction industry jobs.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Communicate designs in 3 languages of architectural visualization: Board Drafting, AutoCAD, and Revit.
- Demonstrate knowledge of at least 7 of the major periods of architectural history: Ancient Egyptian, Ancient Greek, Ancient Roman, Byzantine, Romanesque, Gothic, Renaissance, Baroque, Neoclassical, Craftsman, Art Nouveau, Art Deco, Modern, and Contemporary Architecture.
- Demonstrate knowledge of current construction materials and techniques for residential and commercial construction.
- Write contract documents used in the architecture, engineering and construction industry.

**Required Core**

Course ID	Title	Units
ARCH 10	Introduction to Architecture	2
ARCH 12	History of Architecture	3
ARCH 50*	Introduction to Computer-Aided Drafting	3
or		
DR 50*	Introduction to Computer-Aided Drafting	3
ARCH 51*	Computer-Aided Drafting	3
or		
DR 51*	Computer-Aided Drafting	3
ARCH 124A	Architectural Drawing I	4
ARCH 218	Foundation Studio in Architecture	4
ARCH 219*	Residential and Commercial Space Planning	4
ARCH 120*	Revit and Building Information Management(BIM)	4
ARCH 34*	Basic Architectural Design I	3
ARCH 42*	Descriptive Drawing and Perspective	3
ARCH 122	Architectural Practice	2
ARCH 124B	Architectural Drawing II	4
ARCH 124C	Architectural Drawing III	4
ARCH 126	Materials and Methods of Construction	3
	Select from Restricted Electives	3-6

**Total Units for the Certificate 49-52**

**Restricted Electives**

ARCH 44*	Architectural Presentation and Rendering	2
ARCH 132*	Residential Planning, Principles and Design	3
ARCH 152*	Advanced Computer-Aided Design	3
or		
DR 152*	Advanced Computer-Aided Design	3
ARCH 161	Blueprint Plans and Specification Reading	4
ARCH 163	International Building Code Inspection	4
ARCH 164*	Combination Residential Dwelling Inspection	3
ARCH 165	Electrical Code Inspection	3
ARCH 200	Design in Arizona, Riverside and Palm Springs	1.5
ARCH 211	Concrete Inspection	3
ARCH 212	Plumbing Codes - Drains, Waste, Vents, Water and Gas	3
ARCH 213	Mechanical Code – Heating, AC, Refrigeration, and Ductwork	3
ARCH 121*	Advanced Revit and Building Information Management II	4
ARCH 260	Architecture in Northern California	1



SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2021-2022

ARCH 261	Orange and San Diego Architecture	1
ARCH 262	Los Angeles Architecture	1
CWE 180*	Cooperative Work Experience – Architectural Internship	1
DR 200*	3D Parametric Modeling – Solidworks	3
<del>MFG 200*</del>	<del>Introduction to Rapid Prototyping Technology</del>	<del>3</del>
<del>MFG 201*</del>	<del>Advanced CAD Model Making and Tooling</del>	<del>2</del>

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

ARCH 261	Orange and San Diego Architecture	1
ARCH 262	Los Angeles Architecture	1
CWE 180*	Cooperative Work Experience – Architectural Internship	1
DR 200*	3D Parametric Modeling – Solidworks	3

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2021-2022

**Current**  
**General Studies–Fine Arts & Humanities Associate in Arts**

~~The General Studies Associate degree provides an opportunity for students to earn a comprehensive Associate of Arts (AA) and is intended for the student who may not be planning to transfer to a university in the near future. Completion of an associate degree may support efforts to gain entry level employment or promotion.~~

~~Students planning to transfer to California State University (CSU), the University of California (UC) or an Institution which accepts certification should complete general education requirements for the associate degree by completing CSU General Education (CSU-GE) certification requirements or the Intersegmental General Education Transfer Curriculum (IGETC) (37-39 units).~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Explain the values of a culture as expressed through its art or language.
- ~~Demonstrate effective expository and persuasive writing skills~~
- ~~Develop a reasoned solution to a problem~~
- ~~Evaluate new and accepted ideas about the natural universe using testable methodology~~
- ~~Evaluate the methods of inquiry and evidence used in the behavioral and social sciences~~

Select 18 units from one of the following areas of emphasis:

**Arts & Humanities**

~~Students will develop an appreciation and understanding of the scientific method and an understanding of the relationships between science and other human activities. I promote appreciation of how societies and social subgroups operate.~~

- ~~ARAB 1\*, 2\*, 21\*~~
- ~~ARCH 12~~
- ~~ART 4, 20, 21\*, 22\*, 23\*, 24\*, 25, 26, 28, 29\*~~
- ~~CHI 1\*, 2\*, 21\*~~
- ~~CTVR 3, 9\*~~
- ~~DANC 64~~
- ~~ENG 3\*, 4\*, 15A\*, 15B\*, 17A\*, 17B\*, 18\*, 19\*, 20\*, 21A\*, 21B\*, 24\*, 25\*, 27A\*, 44\*, 52\*, 142\*~~
- ~~FASH 144\*~~
- ~~FA 27~~
- ~~FR 1\*, 2\*, 3\*, 4\*~~
- ~~GER 1\*, 2\*, 3\*, 4\*~~
- ~~HIST 4, 5~~
- ~~HORT 115~~
- ~~HUM 1\*, 3\*, 10A\*, 10B, 21, 22\*, 25\*~~
- ~~ID 110, 122, 125~~
- ~~ITA 1\*, 2\*, 3\*, 4\*, 21\*~~
- ~~JA 1\*, 2\*, 21\*~~
- ~~KOR 21\*~~
- ~~MUS 1, 20< 23\*, 24, 25, 26, 27, 28, 29\*~~

**Revised**  
**General Studies– Arts & Humanities Associate of Arts**

The General Studies Associate Degree with an area of emphasis in the Arts & Humanities provides an opportunity for students to design a program of study meaningful and appropriate to their own needs and academic interests. This degree, which is multidisciplinary in nature, provides a broad understanding of the contemporary world, its people, and cultures. This degree also seeks to examine the study of cultural, literary, humanistic activities and the artistic expression of human beings.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Explain the values of a culture as expressed through its art or language.
- Demonstrate skills to pursue lifelong learning in the areas of arts and humanities.
- Make connections between the fine arts and humanities to demonstrate knowledge and an appreciation of factors that influence traditions.

**Arts & Humanities**

Students develop aesthetic understanding including an appreciation of philosophical, historical, and cultural importance and an awareness of the ways in which people responded to themselves and the world around them. Included are artistic and cultural creations and an ability to make value judgements.

Choose 18 units from:

<u>Course ID</u>	<u>Title</u>	<u>Units</u>
ARAB 1	Elementary Arabic	5
ARAB 2*	Elementary Arabic	5
ARAB 21	Introduction to Arabic Culture	3
ARCH 12	History of Architecture	3
ART 4	Fundamentals of Art	3
ARTH 20	Art Appreciation	3
ARTH 21	Women and Art	3
ARTH 22	Survey of Asian Art (India, China, Japan, And Korea)	3
ARTH 23	African, Oceanic, and Ancient North American Art	3
ARTH 24	Indigenous Arts of the Americas	3
ARTH 25	Survey of Art History – Ancient Worlds To Gothic	3
ARTH 26*	Survey of Western Art History – Renaissance to Contemporary	3
ARTH 29	Introduction to World Art	3
ARTH 30	History of Modern Art 1825-1945	3
ARTH 32	Survey of Contemporary Art	3
CHI 1*	Elementary Chinese	5
CHI 2*	Elementary Chinese	5
CHI 21*	Introduction to Chinese Culture and Influence in the U.S.	3

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2021-2022

- ~~PHIL 1\*, 10\*, 15\*~~
- ~~PHOT 25~~
- ~~PRSN 1\*, 2\*, 3\*, 4\*~~
- ~~SL 1\*, 2\*, 3\*, 4\*~~
- ~~SP 30/TA30, SP 32\*/TA 32\*~~
- ~~SPAN 1\*, 2\*, 3\*, 4\*, 6\*~~
- ~~TA 20, 22, 25, 26, 110\*~~

Total Units for the Major: 18

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

**Associate in Arts Degree**

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with all overall GPA of 2.0 to qualify 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.

CTVR 3	The History and Appreciation of American Cinema	3
CTVR 9	Women in Cinema and Television	3
DANC 64	History of Dance	3
ENG 3*	Introduction to Creative Writing	3
ENG 4*	Fiction Fundamentals	3
ENG 15A*	Survey of American Literature – 1620-1860	3
ENG 15B*	Survey of American Literature – 1860-Contemporary	3
ENG 17A*	Survey of English Literature – Beowulf to Romantic Movement	3
ENG 17B*	Survey of English Lit – Romantic Movement to the Present	3
ENG 18*	Shakespeare – The Tragedies	3
ENG 21A*	World Literature – Ancient to 17 <sup>th</sup> Century	3
ENG 21B*	World Literature – 17 <sup>th</sup> Century to Modern Period	3
ENG 24*	Ethnic Voices in Literature – The American Experience	3
ENG 25*	Introduction to Literature	3
Or		
ENG 25H*	Honors Introduction to literature	3
ENG 27A*	Introduction to the Novel	3
Or		
ENG 27AH*	Honors Introduction to the Novel	3
ENG 44*	Classical Mythology	3
ENG 52*	The Film as Literature	3
ENG 142*	Children's Literature	3
FASH 144	Fashion Trends and Cultural Costumes	3
FR 1*	Elementary French	5
FR 2*	Elementary French	5
FR 3*	Intermediate French	5
FR 4*	Intermediate French	5
GER 1*	Elementary German	5
GER 2*	Elementary German	5
GER 3*	Intermediate German	5
GER 4*	Intermediate German	5
GD 1	History of Animation	3
GD 2	History of Graphic Design	3
HEBR 1*	Elementary Hebrew	5
HEBR 2*	Elementary Hebrew	5
HIST 4	World History to 1500	3
HIST 5	World History Since 1500	3
HON 11H*	Honors Culture, Science, Society – Renaissance	3
HON 12H*	Honors Culture, Science, Society – The Postmodern World	3
HON 13H*	Honors Culture, Science, Society – Power, Resistance, Empire	3
HON 14H*	Honors Culture, Science, Society – Transformation of Empire	3
HON 15H*	Honors Culture, Science, Society – From Philosophy to Science	3
HON 16H*	Honors Culture, Science, Society – Natural and Social Sciences	3
HORT 115	History of Landscape Design	3
HUM 1*	Introduction of Humanities	3
HUM 3*	The Culture of Medieval and Renaissance Europe	3
HUM 21*	The Search for Meaning – Ideas of Self Across Cultures	3

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2021-2022

HUM 25*	Planet Earth – Contemporary Issues and Controversies	3
ID 110	Fundamentals of Interior Design	3
ID 122	History of Interior Architecture And Furnishings I	3
ID 125	History of Interior Architecture and Furnishings II	3
ITA 1*	Elementary Italian	5
ITA 2*	Elementary Italian	5
ITA 3*	Intermediate Italian	5
ITA 4*	Intermediate Italian	5
ITA 21*	Introduction to Italian Culture	3
JA 1*	Elementary Japanese	5
JA 2*	Elementary Japanese	5
JA 21*	Introduction of Japanese Culture	3
KOR 1*	Elementary Korean	5
KOR 2*	Elementary Korean	5
KOR 21*	Introduction to Korean Culture	3
MUS 1	The Basics of Music	3
MUS 20	Music Appreciation	3
MUS 23	Introduction to World Music	3
MUS 24	Music Since 1900	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
PRSN 1*	Elementary Persian	5
PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5
PHIL 1*	Introduction to Philosophy	3
	_Or	
PHIL 1H*	Honors Introduction to Philosophy	3
PHIL 10*	World Religions	3
PHIL 15*	Introduction to Ethics	3
PHOT 25	History of Photography	3
PORT 1*	Elementary Portuguese	5
PORT 2*	Elementary Portuguese	5
SL1*	American Sign Language I	4
SL 2*	American Sign Language II	4
SL 3*	American Sign Language III	4
SL 4*	American Sign Language IV	4
COMM 30	Introduction to Oral Interpretation	3
COMM 32*	Interpreters' Theatre	3
SPAN 1*	Elementary Spanish	5
	_Or	
SPAN 1H*	Honors Elementary Spanish	5
SPAN 2*	Elementary Spanish	5
	_Or	
SPAN 2H*	Honors Elementary Spanish	5
SPAN 3*	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5
SPAN 6*	Intermediate Spanish Grammar and Composition	3
TA 20	Theatre Appreciation	3

SADDLEBACK COLLEGE  
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<b>TA 22</b>	<b>Musical Theatre History and</b>	
	<b>Appreciation</b>	<b>3</b>
<b>TA 25</b>	<b>Theatre History – Primitive to</b>	
	<b>Renaissance</b>	<b>3</b>
	<b>Total Units for the Major:</b>	<b>18</b>

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

**Associate of Arts Degree**

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with all overall GPA of 2.0 to qualify for the Associate **of** 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.

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2021-2022

**Current**  
**General Studies–Natural Science**  
**Associate in Arts**

~~The General Studies Associate degree provides an opportunity for students to earn a comprehensive Associate of Arts (AA) and is intended for the student who may not be planning to transfer to a university in the near future. Completion of an associate degree may support efforts to gain entry level employment or promotion.~~

~~Students planning to transfer to California State University (CSU), the University of California (UC) or an Institution which accepts certification should complete general education requirements for the associate degree by completing CSU General Education (CSU-GE) certification requirements or the Intersegmental General Education Transfer Curriculum (IGETC) (37-39 units).~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- ~~Explain the values of a culture as expressed through its arts or language.~~
- ~~Demonstrate effective expository and persuasive writing skills~~
- ~~Develop a reasoned solution to a problem~~
- ~~Evaluate new and accepted ideas about the natural universe using testable methodology~~
- ~~Evaluate the methods of inquiry and evidence used in the behavioral and social sciences~~

~~Select 18 units from one of the following areas of emphasis:~~

**Natural Sciences**

~~Students will develop an appreciation and understanding of the scientific method and an understanding of the relationships between science and other human activities. I promote appreciation of how societies and social subgroups operate.~~

- ~~ANTH 1 and 1L\* (ANTH 1L must be taken concurrently with ANTH 1 or within one year after completing ANTH 1)~~
- ~~ASTR 20 and 25 combined~~
- ~~BIO 3A\*, 3B\*, 11\*, 15\*, 19\*, 20, 113~~
- ~~CHEM 1A\*, 3\*, 108\*~~
- ~~ENV 18, 24~~
- ~~GEOG 1 and 1L\* (GEOG 1L must be taken concurrently with GEOG 1 or after completing GEOG 1)~~
- ~~GEOG 1, 20, 23/ENV 23~~
- ~~HORT 20~~
- ~~MS 4, 20~~
- ~~PHYS 2A\*, 4A\*, 20~~

**Total Units for the Major: 18**

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

**Revised**  
**General Studies– Natural Science**  
**Sciences Associate of Arts**

The General Studies Associate Degree with an area of emphasis in the Natural Sciences provides an opportunity for students to design a program of study meaningful and appropriate to their own needs and academic interests. This degree, which is multidisciplinary in nature, provides a broad foundation in the natural sciences and seeks to examine the physical universe, its life forms and its natural phenomena.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Develop a reasoned solution to a problem.
- Demonstrate the ability to use the attained knowledge foundation to illustrate concepts and compare examples.
- Apply scientific method to solve practical problems in the sciences.

**Natural Sciences**

Students will develop an appreciation and understanding of the scientific method and an understanding of the relationships between science and other human activities. Choose 18 units from:

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
ANTH 1	Biological Anthropology	3
<u>Or</u>		
ANTH 1H	Honors Biological Anthropology	3
ANTH 1L*	Biological Anthropology	1
ASTR 20	General Astronomy	3
ASTR 25*	Observational Astronomy	3
BIO 3AH*	Honors General Biology I	5
BIO 3BH*	Honors General Biology II	5
BIO 4A*	Principles of Cellular Biology	4
BIO 4B	Principles of Organismal Biology	4
BIO 11*	Human Anatomy	4
BIO 12*	Human Physiology	4
BIO 15*	General Microbiology	5
BIO 19*	Marine Biology	4
BIO 20	Introduction to Biology	4
BIO 113	Human Anatomy and Physiology	4
CHEM 1A*	General Chemistry	5
CHEM 2*	General Chemistry Principles	5
CHEM 3*	Fundamental Chemistry	4
CHEM 106*	Basics of Chemistry	2
CHEM 108	Introduction to General Organic, and Biochemistry	4
ENV 18	Introduction to Ecology	4
ENV 23	Environmental Geology	4
<u>Or</u>		
GEOL 23	Environmental Geology	4
ENV 24	Natural History of California	4
GEOG 1	Physical Geography	4

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**Associate ~~in~~ Arts Degree**

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with all overall GPA of 2.0 to qualify 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.

<u>Or</u>		
<b>GEOG 1H</b>	<b>Honors Physical Geography</b>	<b>3</b>
<b>GEOG 1L*</b>	<b>Physical Geography Laboratory</b>	<b>1</b>
<b>GEOL 1</b>	<b>Introduction to Physical Geology</b>	<b>4</b>
<b>GEOL 20</b>	<b>Introduction to Earth Science</b>	<b>4</b>
<b>GEOL 23</b>	<b>Environmental Geology</b>	<b>4</b>
<u>Or</u>		
<b>ENV 23</b>	<b>Environmental Geology</b>	<b>4</b>
<b>HORT 20</b>	<b>Introduction to Horticultural Science</b>	<b>4</b>
<b>MS 4</b>	<b>Southern California Coastal Ecology</b>	<b>4</b>
<b>MS 20</b>	<b>Introduction to Oceanography</b>	<b>4</b>
<b>PHYS 2A*</b>	<b>Introduction to Physics</b>	<b>5</b>
<b>PHYS 4A*</b>	<b>General Physics</b>	<b>5</b>
<b>PHYS 20</b>	<b>The Ideas and Events of Physics</b>	<b>4</b>
<b>PHYS 30*</b>	<b>Physics and Chemistry for Elementary Educators</b>	<b>4</b>
<b>PSYC 3*</b>	<b>Biological Psychology</b>	<b>4</b>

**Total Units for the Major: 18**

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

**Associate of Arts Degree**

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with all overall GPA of 2.0 to qualify for the Associate of 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.

SADDLEBACK COLLEGE  
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**Current**  
**General Studies–Social & Behavioral  
Sciences Associate in Arts**

~~The General Studies Associate degree provides an opportunity for students to earn a comprehensive Associate of Arts (AA) and is intended for the student who may not be planning to transfer to a university in the near future. Completion of an associate degree may support efforts to gain entry level employment or promotion.~~

~~Students planning to transfer to California State University (CSU), the University of California (UC) or an Institution which accepts certification should complete general education requirements for the associate degree by completing CSU General Education (CSU-GE) certification requirements or the Intersegmental General Education Transfer Curriculum (IGETC) (37-39 units).~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- ~~Explain the values of a culture as expressed through its arts or language.~~
- ~~Demonstrate effective expository and persuasive writing skills~~
- ~~Develop a reasoned solution to a problem~~
- ~~Evaluate new and accepted ideas about the natural universe using testable methodology~~
- ~~Evaluate the methods of inquiry and evidence used in the behavioral and social sciences~~

~~Select 18 units from one of the following areas of emphasis:~~

**Social and Behavioral Sciences**

~~Courses will stimulate critical skills about the ways people act and have acted in response to their societies and will promote appreciation of how societies and social subgroups operate.~~

- ~~ANTH 2\*, 3\*, 4\*, 5, 8, 9, 10, 17, 21\*~~
- ~~BUS 1~~
- ~~CD 105\*, 107\*~~
- ~~CCS 1\*, 2\*, 10\*~~
- ~~ECON 2\*, 4\*, 20~~
- ~~ENV 1~~
- ~~GEOG 2\*, 3~~
- ~~HIST 12\*, 19, 20\*/SOC 20\*, 21\*, 27\*, 28\*, 30\*, 33\*, 61\*, 62, 63, 70\*, 71\*, 72\*, 74\*, 75\*, 80\*/PS 80\*, 81\*~~
- ~~HS 100, 120~~
- ~~JRN 1/CTVR 1~~
- ~~PS 4, 11/ECON 11; PS 12\* 14\*~~
- ~~PSYC 1, 7\*, 16\*, 21\*~~
- ~~SOC 1, 2, 6\*, 10, 15\*, 21\*, 25\*~~
- ~~SP 20\*~~
- ~~WS 10\*~~

**Total Units for the Major: 18**

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

**Revised**  
**General Studies–Social & Behavioral  
Sciences Associate of Arts**

The General Studies Associate Degree with an emphasis in the Social & Behavioral Sciences provides an opportunity for students to design a program of study meaningful and appropriate to their own needs and academic interests. The degree, which is multidisciplinary in nature, seeks to provide an understanding of the interrelationships, principles and methodologies of its many subject areas and to provide a broad understanding of the diverse social and cultural world in which we live.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Evaluate the methods of inquiry and evidence used in the behavioral and social sciences.
- Apply the principles of the social and behavioral sciences to the diverse world in which we live.
- Compare and contrast the major theoretical perspectives in the social and behavioral sciences.

**Social & Behavioral Sciences**

Courses will stimulate critical thinking skills and provide a broad understanding of the diverse social, cultural, and intellectual world in which we live.

Choose 18 units from:

<u>Course ID</u>	<u>Title</u>	<u>Units</u>
ANTH 2	Cultural Anthropology	3
<u>Or</u>		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3	Culture and Language	3
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin American-Culture, Identify, and Power	3
ANTH 8	World Prehistory	3
ANTH 9	Introduction to Archaeology	3
ANTH 10	Celtic Cultures	3
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 21	Women, Gender, and Culture-Cross-Cultural Perspectives	3
BUS 1	Introduction to Business	3
<u>Or</u>		
BUS 1H	Honors Introduction to Business	3
CDE 7*	Child Growth and Development	3
CDE 15	Child, Family and Community	3
CTVR 1	Mass Media and Society	3
<u>Or</u>		
JRN 1	Mass Media and Society	3
ECON 2*	Principles (Macro)	3
<u>Or</u>		
ECON 2H*	Honors Principles of Macroeconomics	3



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**Associate in Arts Degree**

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

**General Education Requirements for Associate Degrees**

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<b>ECON 4*</b>	<b>Principles (Micro)</b>	<b>3</b>
<b>_Or</b>		
<b>ECON 4H*</b>	<b>Honors Principles of Microeconomics</b>	<b>3</b>
<b>ES 1</b>	<b>Multicultural Experiences in the United States</b>	<b>3</b>
<b>ES 3</b>	<b>Introduction to Chicana(o) and Latina(o) Cultures</b>	<b>3</b>
<b>ENV 1</b>	<b>Introduction to Environmental Studies</b>	<b>3</b>
<b>GEOG 2</b>	<b>Cultural Geography</b>	<b>3</b>
<b>_Or</b>		
<b>GEOG 2H</b>	<b>Honors Cultural Geography</b>	<b>3</b>
<b>GEOG 3</b>	<b>World Regional Geography</b>	<b>3</b>
<b>HIST 12</b>	<b>Revolutions and Revolts</b>	<b>3</b>
<b>HIST 16</b>	<b>History of the United States to 1876</b>	<b>3</b>
<b>HIST 17</b>	<b>History of the United States Since 1876</b>	<b>3</b>
<b>HIST 19</b>	<b>United States Since 1945</b>	<b>3</b>
<b>HIST 20</b>	<b>Ethnic Cultures of the United States</b>	<b>3</b>
<b>_Or</b>		
<b>SOC 20</b>	<b>Ethnic Cultures of the United States</b>	<b>3</b>
<b>HIST 21</b>	<b>Women in United States History – A Multicultural Perspective</b>	<b>3</b>
<b>HIST 22</b>	<b>Survey of United States History</b>	<b>3</b>
<b>HIST 27</b>	<b>Latin America – Pre-European to Independent Nationhood</b>	<b>3</b>
<b>HIST 28</b>	<b>Latin America – 1800 to the Present</b>	<b>3</b>
<b>HIST 30</b>	<b>History of Mexico</b>	<b>3</b>
<b>HIST 33</b>	<b>Chicano – Latino American History</b>	<b>3</b>
<b>HIST 62</b>	<b>European History to 1650</b>	<b>3</b>
<b>HIST 70</b>	<b>History of Asia to 1800</b>	<b>3</b>
<b>HIST 71</b>	<b>History of Asia Since 1800</b>	<b>3</b>
<b>HIST 72</b>	<b>History of Cina</b>	<b>3</b>
<b>HIST 74</b>	<b>History of the Middle East to 1800</b>	<b>3</b>
<b>HIST 75</b>	<b>History of the Modern Middle East</b>	<b>3</b>
<b>HIST 80</b>	<b>Introduction to Contemporary Africa</b>	<b>3</b>
<b>_Or</b>		
<b>PS 80</b>	<b>Introduction to Contemporary Africa</b>	<b>3</b>
<b>HIST 81</b>	<b>African American History</b>	<b>3</b>
<b>HS 100</b>	<b>Introduction to Human Services</b>	<b>3</b>
<b>HS 120</b>	<b>Human Development in the Social Environment</b>	<b>3</b>
<b>PS 1</b>	<b>American Government</b>	<b>3</b>
<b>_Or</b>		
<b>PS 1H</b>	<b>Honors American Government</b>	<b>3</b>
<b>PS 4</b>	<b>Introduction to Political Science</b>	<b>3</b>
<b>PS 11</b>	<b>International Political Economy</b>	<b>3</b>
<b>_Or</b>		
<b>ECON 11</b>	<b>International Political Economy</b>	<b>3</b>
<b>PS 12</b>	<b>Comparative Politics and Economy</b>	<b>3</b>
<b>PS 14</b>	<b>International Relations</b>	<b>3</b>
<b>PSYC 1</b>	<b>Introduction to Psychology</b>	<b>3</b>
<b>_Or</b>		
<b>PSYC 1H</b>	<b>Honors Introduction to Psychology</b>	<b>3</b>
<b>PSYC 4</b>	<b>Introduction to Cognitive Psychology</b>	<b>3</b>
<b>PSYC 5*</b>	<b>Psychological Aspects of Human Sexuality3</b>	<b>3</b>
<b>PSYC 7*</b>	<b>Development Psychology</b>	<b>3</b>
<b>PSYC 16*</b>	<b>Introduction to Cross-Culture Psychology</b>	<b>3</b>
<b>PSYC 21</b>	<b>The Psychology of Women</b>	<b>3</b>
<b>PSYC 37*</b>	<b>Abnormal Behavior</b>	<b>3</b>
<b>SOC 1</b>	<b>Introduction to Sociology</b>	<b>3</b>
<b>_Or</b>		
<b>SOC 1H</b>	<b>Honors Introduction to Sociology</b>	<b>3</b>

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<b>SOC 2</b>	<b>Social Problems</b>	<b>3</b>
<b><u>Or</u></b>		
<b>SOC 2H</b>	<b>Honors Social Problems</b>	<b>3</b>
<b>SOC 10</b>	<b>Introduction to Marriage and the Family</b>	<b>3</b>
<b>SOC 15*</b>	<b>Socialization of the Child</b>	<b>3</b>
<b>SOC 21</b>	<b>Women in Contemporary</b>	<b>3</b>
<b>SOC 30*</b>	<b>Social Psychology</b>	<b>3</b>
<b><u>Or</u></b>		
<b>PSYC 30*</b>	<b>Social Psychology</b>	<b>3</b>
<b>COMM 20</b>	<b>Intercultural Communication</b>	<b>3</b>
<b>GSS 10</b>	<b>Introduction to Women's Studies</b>	<b>3</b>
<b><u>Or</u></b>		
<b>GSS 10H</b>	<b>Honors Intro to Women's Studies</b>	<b>3</b>
<b>Total Units for the Major:</b>		<b>18</b>

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

**Associate of Arts Degree**

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with all overall GPA of 2.0 to qualify for the Associate of 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.

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
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**Current**

**High School Equivalency for Language Success  
Certificate of Competency**

This is a non-credit, open enrollment Adult Basic Education Language Arts program within the Adult Education Department. Students will practice fundamentals in three major content areas: Reading, Language Arts, and Writing. Students will achieve the ability to read closely, ~~write clearly, and edit~~ and understand the use of standard written English in context.

The program is designed for students who eventually plan to pass one of the three high school equivalency (HSE) exams, follow a CTE pathway, or attend academic college courses. Basic test taking computer skills for success on high school equivalency exam will be embedded into the course outline.

This program meets the needs of the 145,000 basic skills deficient people in the South Orange County region. It is intended primarily for students who are preparing to take one of the three state approved high school equivalency exams. Completion of this program will prepare students to enter the workforce, a CTE program, or to transition into an academic post-secondary education..

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Effectively read and report on fiction and ~~nonfiction~~ texts related to social studies, science and literature
- Demonstrate in writing, ability to analyze two opposing reading passages to decide which argument has more convincing evidence and explain why the evidence supports your choice
- Analyze the impact of specific word choices on meaning and tone and understand explicit details in text
- Make and support inferences and draw conclusions or deduce meanings not explicitly present in text
- Determine the main idea, topic, or theme of a text; summarize key details and ideas
- Draw conclusions and make generalizations
- Organize ideas by evaluating the relevance of content
- Understand writing conventions such as correct forms of verbs, modifiers and pronouns and maintain grammatical agreement
- Recognize correct capitalization and punctuation

**Required Core**

<b>Course ID</b>	<b>Title</b>	<b>Hours</b>
AEBE 702NC*	Adult Education Basic Education Language Arts I	49.8
AEBE 703NC*	Adult Education Basic Education Language Arts II	49.8
	<b>Total Hours for the Major</b>	<b>99.6</b>

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

**Revised**

**High School Equivalency for Language Success  
Certificate of Competency**

This is a non-credit, open enrollment Adult Basic Education Language Arts program within the Adult Education Department. Students will practice fundamentals in three major content areas: Reading, Language Arts and Writing. Students will achieve the ability to read closely, the ability to write clearly, and the ability to edit and understand the use of standard written English in context. Program is designed for students who eventually plan to pass one of the three high school equivalency (HSE) exams, follow a CTE pathway, or attend academic college courses. Basic test-taking computer skills for success on high school equivalency exam will be embedded into the course outline.

This program meets the needs of the 145,000 basic-skills deficient people in the South Orange County region. It is intended primarily for students who are preparing to take one of the three state approved high school equivalency exams. Completion of this program will prepare students to enter the workforce, a CTE program, or to transition into an academic post-secondary education.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Effectively read and report on fiction and non-fiction texts related to social studies, science and literature
- Demonstrate in writing, ability to analyze two opposing reading passages to decide which argument has more convincing evidence and explain why the evidence supports your choice
- Analyze the impact of specific word choices on meaning and tone and understand explicit details in text
- Make and support inferences and draw conclusions or deduce meanings not explicitly present in text
- Determine the main idea, topic, or theme of a text; summarize key details and ideas
- Draw conclusions and make generalizations
- Organize ideas by evaluating the relevance of content
- Understand writing conventions such as correct forms of verbs, modifiers and pronouns and maintain grammatical agreement
- Recognize correct capitalization and punctuation

**Required Core**

<b>Course ID</b>	<b>Title</b>	<b>Hours</b>
AEBE 702NC*	Adult Education Basic Education Language Arts I	49.8
<b>AEBE 792NC*</b>	<b>Adult Education Basic Education Language Arts Lab I</b>	<b>49.8</b>
AEBE 703NC*	Adult Education Basic Education Language Arts II	49.8
<b>AEBE 793NC*</b>	<b>Adult Education Basic Education Language Arts Lab II</b>	<b>49.8</b>
	<b>Total Hours for the Major</b>	<b>199.2</b>

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

SADDLEBACK COLLEGE  
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**Current**

**High School Equivalency for Mathematics Success  
Certificate of Competency**

This is a non-credit, open enrollment Adult Basic Education Mathematics program within the Adult Education Department. Program emphasizes development of strategies to effectively solve mathematical problems for students who eventually plan to pass one of the three high school equivalency (HSE) exams, follow a CTE pathway, or attend academic college courses. Students will practice quantitative problem solving and algebraic problem solving in order to achieve a deeper conceptual understanding, procedural skill and fluency, and the ability to apply these fundamentals in real work situations. Basic test-taking computer skills for success on high school equivalency exam will be embedded into the course outline. This program meets the needs of the 145,000 basic skills deficient people in the South Orange County region. It is intended primarily for students who are preparing to take one of the three state approved HSE math exams. Completion of this program will prepare students to enter the workforce, a CTE program, or to transition into an academic postsecondary education.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Understand mathematical concepts and procedures
- Analyze and Interpret Information
- Synthesize data and solve problems
- Demonstrate proficiency in numbers and operations on numbers
- Demonstrate understanding of measurement and geometry
- Analyze data and demonstrate proficiency in probability and statistics
- Demonstrate understanding of algebraic concepts

**Required Core**

<b><u>Course ID</u></b>	<b><u>Title</u></b>	<b><u>Hours</u></b>
AEBE 704NC *	Adult Education Basic Education Math I	49.8
AEBE 705NC *	Adult Education Basic Education Math II	49.8
	Total Hours for the Major	99.6

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

**Revised**

**High School Equivalency for Mathematics Success  
Certificate of Competency**

This is a non-credit, open enrollment Adult Basic Education Mathematics program within the Adult Education Department. Program emphasizes development of strategies to effectively solve mathematical problems for students who eventually plan to pass one of the three high school equivalency (HSE) exams, follow a CTE pathway, or attend academic college courses. Students will practice quantitative problem solving and algebraic problem solving in order to achieve a deeper conceptual understanding, procedural skill and fluency, and the ability to apply these fundamentals in real work situations. Basic test-taking computer skills for success on high school equivalency exam will be embedded into the course outline.

This program meets the needs of the 145,000 basic-skills deficient people in the South Orange County region. It is intended primarily for students who are preparing to take one of the three state approved HSE math exams. Completion of this program will prepare students to enter the workforce, a CTE program, or to transition into an academic post-secondary education.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Understand mathematical concepts and procedures
- Analyze and Interpret Information
- Synthesize data and solve problems
- Demonstrate proficiency in numbers and operations on numbers
- Demonstrate understanding of measurement and geometry
- Analyze data and demonstrate proficiency in probability and statistics
- Demonstrate understanding of algebraic concepts

**Required Core**

<b><u>Course ID</u></b>	<b><u>Title</u></b>	<b><u>Hours</u></b>
AEBE 704NC *	Adult Education Basic Education Math I	49.8
<b><u>AEBE 794NC*</u></b>	<b><u>Adult Education Basic Education</u></b> <b><u>Math Lab I</u></b>	<b><u>49.8</u></b>
AEBE 705NC *	Adult Education Basic Education Math II	49.8
<b><u>AEBE 795NC*</u></b>	<b><u>Adult Education Basic Education</u></b> <b><u>Math Lab II</u></b>	<b><u>49.8</u></b>
	Total Hours for the Major	199.2

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2021-2022

**Current  
Nutrition**

**Certificate of Achievement**

The Nutrition Certificate of Achievement program prepares students for a wide variety of employment opportunities involving the applications of fundamentals of nutrition. Employment possibilities include public agencies, day-care centers for the young and the elderly, food co-ops, ~~recreation work~~, pregnancy clinics, ~~education (such as preschool and elementary school)~~, health clubs, gym and figure salons, ~~health food stores and nutritional supplement sales, and drug abuse clinics~~. The program also offers coursework for professional improvement.

By completing the Nutrition certificate, students will be trained to relate nutrition to health, fitness and disease; to critically assess and apply research in the area of nutritional sciences; to apply current dietary guidelines and nutrition recommendations for good health; to interpret and analyze nutrition labeling; to identify the function, deficiencies, toxicities and sources of nutrients; to identify causes and solutions to obesity and eating disorders; to identify causes and prevention of foodborne illness; to identify food-based solutions to dietary inadequacies; and to compare nutritional needs throughout the life cycle.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Identify components of a healthy diet and lifestyle that lead to long-term optimal health and disease prevention.
- Accurately assess an individual's nutritional status and make appropriate dietary recommendations.
- Identify and analyze credible research on nutrition-related topics.

**Required Core**

Course ID	Title	Units
FCS 115	Consumer Issues	3
or		
FCS 142	Life Management	3
FN 171❖	Sanitation and Safety	2
or		
FN 210❖	ServSafe in Food Production	1
FN 50†	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
FN 165	Careers in Nutrition and Dietetics	1
CWE 180†^	Co-Op-Ed Foods and Nutrition	4
	Select three courses from Restricted Electives	9

**Total Units for the Certificate 21-23**

**Restricted Electives**

FN 64	Nutrition Issues and Controversies	3
FN 160	Nutrition, Weight Management, and Eating Disorders	3
FN 164	Sports Nutrition	3
FN 161*	Clinical Nutrition	3
FN 169*	Lifecycle Nutrition	3
<b>FN 120*</b>	<b>Sustainable Meals</b>	<b>3</b>

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

† FN 50 recommended prior to CWE 180.

❖ Students with valid California ServSafe Certification may have this core requirement waived.

^ Students must complete 2 units of CO-OP-ED FOODS AND NUTRITION to earn the certificate.

**Revised  
Nutrition**

**Certificate of Achievement**

The Nutrition Certificate of Achievement program prepares students for a wide variety of employment opportunities involving the applications of fundamentals of nutrition. Employment possibilities include public agencies, day-care centers for the young and the elderly, food co-ops, recreational programs, pregnancy and weight management clinics, school food service, nutrition education programs in schools, health clubs, gyms and figure salons, health food and supplement stores, hospitals, nutritional supplement sales, and rehabilitation programs. The program also offers coursework for professional improvement.

By completing the Nutrition certificate, students will be trained to relate nutrition to health, fitness and disease; to critically assess and apply research in the area of nutritional sciences; to apply current dietary guidelines and nutrition recommendations for good health; to interpret and analyze nutrition labeling; to identify the function, deficiencies, toxicities and sources of nutrients; to identify causes and solutions to obesity and eating disorders; to identify causes and prevention of foodborne illness; to identify food-based solutions to dietary inadequacies; and to compare nutritional needs throughout the life cycle.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Identify components of a healthy diet and lifestyle that lead to long-term optimal health and disease prevention.
- Accurately assess an individual's nutritional status and make appropriate dietary recommendations.
- Identify and analyze credible research on nutrition-related topics.

**Required Core**

Course ID	Title	Units
FCS 115	Consumer Issues	3
or		
FCS 142	Life Management	3
FN 171❖	Sanitation and Safety	2
or		
FN 210❖	ServSafe in Food Production	1
FN 50†	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
FN 165	Careers in Nutrition and Dietetics	1
CWE 180†^	Co-Op-Ed Foods and Nutrition	<b>1 (2)</b>
	Select three courses from Restricted Electives	9

**Total Units for the Certificate 21-23**

**Restricted Electives**

FN 64	Nutrition Issues and Controversies	3
FN 160	Nutrition, Weight Management, and Eating Disorders	3
FN 164	Sports Nutrition	3
FN 161*	Clinical Nutrition	3
FN 169*	Lifecycle Nutrition	3
<b>FN 206</b>	<b>Sustainable Nutrition and Food Systems</b>	<b>3</b>

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

† FN 50 recommended prior to CWE 180.

❖ Students with valid California ServSafe Certification may have this core requirement waived.

^ Students must complete 2 units of CO-OP-ED FOODS AND NUTRITION to earn the certificate.

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2021-2022

**Current  
Nutrition  
Associate of Science**

The Nutrition Associate of Science degree ~~program~~ prepares students for a wide variety of employment opportunities involving the applications of fundamentals of nutrition. Employment possibilities include public agencies, day-care centers for the young and the elderly, food co-ops, ~~recreation work~~, pregnancy clinics, ~~education (such as preschool and elementary school)~~, health clubs, gym and figure salons, ~~health food stores and nutritional supplement sales, and drug abuse clinics~~. The program also offers coursework for professional improvement.

By completing the Nutrition degree, students will be trained to relate nutrition to health, fitness and disease; to critically assess and apply research in the area of nutritional sciences; to apply current dietary guidelines and nutrition recommendations for good health; to interpret and analyze nutrition labeling; to identify the function, deficiencies, toxicities and sources of nutrients; to identify causes and solutions to obesity and eating disorders; to identify causes and prevention of foodborne illness; to identify food-based solutions to dietary inadequacies; and to compare nutritional needs throughout the life cycle.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Identify components of a healthy diet and lifestyle that lead to long-term optimal health and disease prevention.
- Accurately assess an individual's nutritional status and make appropriate dietary recommendations.
- Identify and analyze credible research on nutrition-related topics.

**Required Core**

Course ID	Title	Units
FCS 115	Consumer Issues	3
or		
FCS 142	Life Management	3
FN 171❖	Sanitation and Safety	2
or		
FN 210❖	ServSafe in Food Production	1
FN 50†	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
FN 165	Careers in Nutrition and Dietetics	1
CWE 180+^	Co-Op-Ed Foods and Nutrition	4
	Select three courses from Restricted Electives	9

**Total Units for the Major 21-23**

**Revised  
Nutrition  
Associate of Science**

The Nutrition Associate of Science degree prepares students for a wide variety of employment opportunities involving the applications of fundamentals of nutrition. Employment possibilities include public agencies, day-care centers for the young and the elderly, food co-ops, recreational programs, pregnancy and weight management clinics, school food service, nutrition education programs in schools, health clubs, gyms and figure salons, health food and supplement stores, hospitals, nutritional supplement sales, and rehabilitation programs. The program also offers coursework for professional improvement.

By completing the Nutrition degree, students will be trained to relate nutrition to health, fitness and disease; to critically assess and apply research in the area of nutritional sciences; to apply current dietary guidelines and nutrition recommendations for good health; to interpret and analyze nutrition labeling; to identify the function, deficiencies, toxicities and sources of nutrients; to identify causes and solutions to obesity and eating disorders; to identify causes and prevention of foodborne illness; to identify food-based solutions to dietary inadequacies; and to compare nutritional needs throughout the life cycle.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Identify components of a healthy diet and lifestyle that lead to long-term optimal health and disease prevention.
- Accurately assess an individual's nutritional status and make appropriate dietary recommendations.
- Identify and analyze credible research on nutrition-related topics.

**Required Core**

Course ID	Title	Units
FCS 115	Consumer Issues	3
or		
FCS 142	Life Management	3
FN 171❖	Sanitation and Safety	2
or		
FN 210❖	ServSafe in Food Production	1
FN 50†	Fundamentals of Nutrition	3
FN 110*	Food Preparation Essentials	3
FN 165	Careers in Nutrition and Dietetics	1
CWE 180+^	Co-Op-Ed Foods and Nutrition	<u>1 (2)</u>
	Select three courses from Restricted Electives	9

**Total Units for the Major 21-23**

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2021-2022

**Restricted Electives**

FN 64	Nutrition Issues and Controversies	3
FN 160	Nutrition, Weight Management, and Eating Disorders	3
FN 164	Sports Nutrition	3
FN 161*	Clinical Nutrition	3
FN 169*	Lifecycle Nutrition	3
<b>FN 120*</b>	<b><del>Sustainable Meals</del></b>	<b><del>3</del></b>

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

† FN 50 recommended prior to CWE 180.

❖ Students with valid California ServSafe Certification may have this core requirement waived.

^ Students must complete 2 units of CO-OP-ED FOODS AND NUTRITION to earn the degree.

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

**Restricted Electives**

FN 64	Nutrition Issues and Controversies	3
FN 160	Nutrition, Weight Management, and Eating Disorders	3
FN 164	Sports Nutrition	3
FN 161*	Clinical Nutrition	3
FN 169*	Lifecycle Nutrition	3
<b>FN 206</b>	<b><u>Sustainable Nutrition and Food Systems</u></b>	<b><u>3</u></b>

**Systems**

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

† FN 50 recommended prior to CWE 180.

❖ Students with valid California ServSafe Certification may have this core requirement waived.

^ Students must complete 2 units of CO-OP-ED FOODS AND NUTRITION to earn the degree.

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2021-2022

**Current**  
**Personal Training Specialist**  
**Certificate of Achievement**

~~The Personal Training Specialist Certificate of Achievement~~ is designed for students interested in the field of personal training and fitness instruction. Students completing this certification will learn the fundamentals of exercise science, theory, and application techniques for various modes of fitness training, ~~as well as~~ how to perform fitness assessments, the effects of social, psychological, and behavioral factors on training, basics of sports nutrition, and how to create personalized training programs. Upon completion of this certification program, students will be prepared for entry-level personal training and fitness specialist positions in fitness clubs, health and wellness centers, educational institutes, and community establishments. Courses in this program also prepare students to further their certification through the nationally recognized, American Council on Exercise (ACE).

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate an understanding of basic exercise science.
- Demonstrate an understanding of various techniques and modes of fitness training.
- Explain the effects of various social, psychological, and behavioral factors on health, wellness, and fitness training.
- Design a personalized training program that meets the needs and desires of an individual.
- Demonstrate an understanding of business policies and legal guidelines.
- Identify health and safety concerns and respond with the appropriate care and/or procedures.

**Required Core**

Course ID	Title	Units
KNES <del>210</del>	Theory and Techniques of Personal Training	3
KNES <del>212</del>	The Profession of Personal Training	2
HLTH 2	First Aid, CPR, and Automated External Defibrillator	1.5
	Select Two Courses from Restricted Electives	2-3

**Total Units for the Certificate 8.5 - 9.5**

**Restricted Electives**

KNES 1	Cardiovascular Conditioning	1-1.5
KNES 2	Strength Training	1.5
KNES 3	Circuit Weight Training	1-1.5
KNES 4	Beginning Weight Lifting	1-1.5
KNES 5*	Intermediate Weight Lifting	1-1.5
KNES 6*	Advanced Weight Lifting	1-1.5
KNES 10	Cross Training	1-1.5
KNES 31	Muscle Toning for Women	1-1.5
KNES 66	Core Training	1-1.5

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

**Revised**  
**Personal Training Specialist**  
**Certificate of Achievement**

This certificate is designed for students interested in the field of personal training and fitness instruction. Students completing this certification will learn the fundamentals of exercise science, theory and application techniques for various modes of fitness training, how to perform fitness assessments, the effects of social, psychological, and behavioral factors on training, basics of sports nutrition, and how to create personalized training programs. Upon completion of this certification program, students will be prepared for entry-level personal training and fitness specialist positions in fitness clubs, health and wellness centers, educational institutes, and community establishments. Courses in this program also prepare students to further their certification through the nationally recognized, American Council on Exercise (ACE).

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate an understanding of basic exercise science.
- Demonstrate an understanding of various techniques and modes of fitness training.
- Explain the effects of various social, psychological, and behavioral factors on health, wellness, and fitness training.
- Design a personalized training program that meets the needs and desires of an individual.
- Demonstrate an understanding of business policies and legal guidelines.
- Identify health and safety concerns and respond with the appropriate care and/or procedures.

**Required Core**

Course ID	Title	Units
KNES <u>110</u>	Theory and Techniques of Personal Training	3
KNES <u>112</u>	The Profession of Personal Training	2
HLTH 2	First Aid, CPR, and Automated External Defibrillator	1.5
	Select Two Courses from Restricted Electives	2-3

**Total Units for the Certificate 8.5 - 9.5**

**Restricted Electives**

KNES 1	Cardiovascular Conditioning	1-1.5
KNES 2	Strength Training	1.5
KNES 3	Circuit Weight Training	1-1.5
KNES 4	Beginning Weight Lifting	1-1.5
KNES 5*	Intermediate Weight Lifting	1-1.5
KNES 6*	Advanced Weight Lifting	1-1.5
KNES 10	Cross Training	1-1.5
KNES 31	Muscle Toning for Women	1-1.5
KNES 66	Core Training	1-1.5

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



**TO:** Board of Trustees

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

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

**ACTION:** Approval

---

**BACKGROUND**

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

**STATUS**

Administrative Regulation 6140 (4601 or 5900) requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges and/or ATEP since the last board meeting. Travel expenses and/or honorarium for speakers must be recommended by the Chancellor or college president and submitted to the Board prior to reimbursement of travel expenses or payment of honorarium.

**RECOMMENDATION**

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

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

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date</i></b>	<b><i>Faculty Member Course Title/Activity</i></b>	<b><i>Speaker Name</i></b>	<b><i>Topic</i></b>	<b><i>General Fund Honorarium/Travel</i></b>
3/12/2021 9:30-11:00am Remote	Ms. Laura Hoffman, Associate Faculty Dorothy Marie Lowry Distinguished Guest Lecture Series Emeritus Institute	Stephen Connolly	Police Reform 2021: Being Careful of What We Wish For	\$200
10/23/2020 11:00am – 1:00pm Live Stream Webinar	Kimberly Branch-Stewart College-wide Event hosted by Human Services	Dr. Cornell West	Cultivating Racial Equity and Social Justice in Education and Professional Practices	\$7,000 SWP Funding
4/09/2021 9:30-11:00am Remote	Ms. Laura Hoffman, Associate Faculty Dorothy Marie Lowry Distinguished Guest Lecture Series Emeritus Institute	Jim Washburn	A Rock & Roll History of Orange County	\$200
11/06/2020 11:00am-1:00pm Live Stream Webinar	Kimberly Branch-Stewart College-wide Event hosted by Human Services	Christopher Aguilar	A Filipinx' Journey of Mental Wellness: Navigating the Cultural Influence & Stigmatization of Bipolar Disorder	\$1,500 SWP Funding

**IRVINE VALLEY COLLEGE**

<b><i>Presentation Date</i></b>	<b><i>Faculty Member Course Title/Activity</i></b>	<b><i>Speaker Name</i></b>	<b><i>Topic</i></b>	<b><i>General Fund Honorarium/Travel</i></b>
None				

**TO:** Board of Trustees

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

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

**ACTION:** Approval

---

### **BACKGROUND**

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

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

### **STATUS**

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

FCCC Administrative Services Agreement 0000-3746 – With Home Depot, U.S.A., Inc., dba The Home Depot Pro, for the purchase of equipment, materials, and supplies effective May 29, 2020 through March 9, 2021.

FCCC Administrative Services Agreement 0000-3809 – With Waxie's Enterprises, LLC dba WAXIE Sanitary Supply, for the purchase of maintenance and custodial equipment, materials, supplies, and related services effective September 1, 2020 through August 31, 2023.

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

## **RECOMMENDATION**

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

**TO:** Board of Trustees

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

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

**ACTION:** Approval

---

### **BACKGROUND**

The Procurement, Central Services & Risk Management department accumulates surplus supplies, equipment, materials and other items including “lost and found” merchandise from various departments at the warehouse on both campuses. Items, which are determined to be of no usable value to the district, are then aggregated for disposal. Board Policy 3600 (6550) requires that the Board of Trustees authorize the sale or disposal of surplus or obsolete supplies and equipment no longer suitable for district purposes.

### **STATUS**

The items described in EXHIBIT A have accumulated over the past months and have been found no longer suitable for District or college use. It is recommended that a public auction be held in accordance with the requirements of Education Code Section 81450 (b).

### **RECOMMENDATION**

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

**SOCCCD SURPLUS LIST**

**October 19, 2020**

<b>Item</b>	<b>Category</b>	<b>Quantity</b>
Stancil AV Recording Computer	Computer	1
iMac	Computer	10
Dell/Lenovo/Mac Laptops	Computer	31
HP/Dell	Computer	111
Golf Cart	Vehicle	1
Pallet Projection Stands	Audio/Visual	1
HHE Wireless Headset System	Audio/Visual	5
Media System	Audio/Visual	2
Sony VCR	Audio/Visual	1
Transmitter	Audio/Visual	1
Audio Monitor	Audio/Visual	1
Lab Camera	Audio/Visual	1
Scanner	Audio/Visual	1
Anchor Audio System	Audio/Visual	1
Analog Converters	Audio/Visual	8
Video Conference System	Audio/Visual	5
Hitachi/3m/Panasonic Projector	Audio/Visual	14
Lumens Document Camera	Audio/Visual	7
Sharp/Sony/Panasonic VHS Recorder	Audio/Visual	9
Yamaha Amplifier	Audio/Visual	1
Terrawave Antenna	Audio/Visual	1
Televisions	Audio/Visual	4
Rolls Audio Mixer	Audio/Visual	25
Projection Screens	Audio/Visual	15
CD Cassette Deck	Audio/Visual	2
DVD/VHS Player	Audio/Visual	2
Blue Ray Player	Audio/Visual	2
CD/MP3 Player	Audio/Visual	1
CD/Cassette Player	Audio/Visual	4
Disk Player	Audio/Visual	1
Stereo/Cassette Player	Audio/Visual	2
Receivers	Audio/Visual	8
DVD Players	Audio/Visual	1
Microphones	Audio/Visual	3
DVD Recorder	Audio/Visual	1
Amplifiers	Audio/Visual	2
Wireless Microphone Receiver	Audio/Visual	4
Camera	Audio/Visual	3

**SOCCCD SURPLUS LIST**

**October 19, 2020**

Box VGA Splitters	Audio/Visual	1
Peavey Subwoofer	Audio/Visual	1
Boxes Hard Drives	Hardware	3
Card Readers	Hardware	12
Routers	Hardware	2
RAM	Hardware	30
Cisco Wi-Fi Access Point	Hardware	100
Boxes Misc. Keyboards/Cables/Mice	Hardware	39
Dell Monitor Stands	Hardware	43
Portable DTE Recorder	Equipment	1
Case Engage Responders	Equipment	1
Rack Cases	Equipment	3
Speaker Cabinet	Equipment	2
ScanTron Test Scan	Equipment	1
GE Screen Motor	Equipment	1
Club Car Carryall Toolboxes	Equipment	42
Cisco IP Phones	Equipment	21
Audio Visual Carts	Equipment	4
Speakers	Equipment	14
Box Dell Speaker Bars	Equipment	1
HP/Xerox/Epson Printers	Equipment	7
Laerdal Vital Signs Simulator	Equipment	4
Pallet Office Supplies	Equipment	1
Ransomes Fairway Mower	Equipment	1
Compressor	Equipment	1
Band Saw	Equipment	2
Router	Equipment	1
Ice Machine	Equipment	1
Stage Riser	Equipment	1
Refrigerator	Equipment	6
Box of Tools	Equipment	1
Fan	Equipment	1
Safe	Equipment	1
Drill Press	Equipment	1
Tables	Furniture	67
Chairs	Furniture	97
Desk	Furniture	6
File Cabinet	Furniture	7
Playground Furniture	Furniture	1

**SOCCCD SURPLUS LIST**

**October 19, 2020**

Boxes Misc. Lost and Found	Accessories	13
Bicycle	Accessories	1
Cases of Photo Paper	Supplies	2
Cases of 3D Printing Paper	Supplies	4



**TO:** Board of Trustees

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

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

**ACTION:** Approval

---

**BACKGROUND**

Title 5, California Code of Regulations, Section 58305(d) requires that each community college district complete the preparation of its adopted annual financial and budget report by September 30 and submit the adopted report to the California Community Colleges Chancellor's Office by October 10. Pursuant to Executive Order 2020-10, issued by the Chancellor of the California Community Colleges, the requirement that each district complete preparation of its adopted annual financial and budget report by September 30, 2020 is temporarily suspended until November 15, 2020. Additionally, the requirement that each district submit this report to the Chancellor by October 10, 2020 is temporarily suspended until February 28, 2021.

The CCFS-311 Annual Financial and Budget Report satisfies this requirement. Along with financial statement information, the CCFS-311 includes the following reports: Analysis of Compliance with the 50% Law; Gann Report; Interfund Transfer Report; Receipt and Expenditures of Lottery Proceeds; Details of Education Protection Account; and Pension Costs.

**STATUS**

District Fiscal Services has completed the annual CCFS-311 report for FY 2019-2020 actuals and FY 2020-2021 adopted budget (EXHIBIT A).

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the annual CCFS-311 report (EXHIBIT A) as presented.

California Community Colleges

**ANNUAL FINANCIAL AND BUDGET REPORT**

(Financial Report for Fiscal Year 2019-2020)

(Budget Report for Fiscal Year 2020-2021)

District: SOUTH ORANGE

District Code: 890

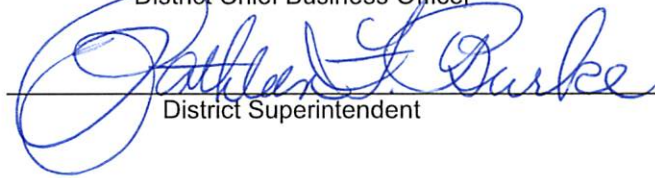
This is to certify that the Annual Financial and Budget Report has been prepared and the budget adopted in accordance with the *California Code of Regulations*, beginning with Section 58300. Further, to the best of my knowledge, the data contained in this report are correct.



District Chief Business Officer

9/21/20

Date



District Superintendent

9/20/2020  
bfb

Date

Contact: Ann-Marie Gabel

(949) 582-4663

In accordance with the *California Code of Regulations*, Section 58305(d) a copy of this report is due to the Chancellor's Office on or before October 10, 2020. Please submit the report to :

Chancellor's Office  
California Community Colleges  
Fiscal Services Unit  
1102 Q Street, Suite 300  
Sacramento, CA 95814-6511

For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

	Object Code	Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
		Instructional Salary Cost	Total CEE	Activities	
Academic Salaries		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
<b>Instructional Salaries</b>					
Contract or Regular	1100	37,070,900	37,070,900	1,155,901	38,226,801
Other	1300	29,963,181	29,963,181	58,159	30,021,340
<b>Total Instructional Salaries</b>		67,034,081	67,034,081	1,214,060	68,248,141
<b>Non-Instructional Salaries</b>					
Contract or Regular	1200		11,503,711		11,503,711
Other	1400		3,671,979		3,671,979
<b>Total Non-Instructional Salaries</b>		0	15,175,690	0	15,175,690
<b>Total Academic Salaries</b>		67,034,081	82,209,771	1,214,060	83,423,831
<b>Classified Salaries</b>					
<b>Non-Instructional Salaries</b>					
Regular Status	2100		34,242,611	4,655,847	38,898,458
Other	2300		1,269,729	201,872	1,471,601
<b>Total Non-Instructional Salaries</b>		0	35,512,340	4,857,719	40,370,059
<b>Instructional Aides</b>					
Regular Status	2200	3,959,456	3,959,456		3,959,456
Other	2400	921,441	921,441	512	921,953
<b>Total Instructional Aides</b>		4,880,897	4,880,897	512	4,881,409
<b>Total Classified Salaries</b>		4,880,897	40,393,237	4,858,231	45,251,468
<b>Employee Benefits</b>	3000	31,780,675	61,784,897	3,261,595	65,046,492
<b>Supplies and Materials</b>	4000		1,321,962	173,473	1,495,435
<b>Other Operating Expenses</b>	5000	777,481	14,566,285	692,448	15,258,799
<b>Equipment Replacement</b>	6420				
<b>Total Expenditures Prior to Exclusions</b>		104,473,134	200,276,152	10,199,807	210,475,993

For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

		Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
		Instructional Salary Cost	Total CEE	Activities	
Exclusions		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
<b>Activities to Exclude</b>	<b>TOP Code</b>				
Instructional Staff-Retirees' Benefits and Retirement Incentives	5900	463,942	463,942		463,942
Student Health Services Above Amount Collected	6441		45,042		45,042
Student Transportation	6491		523,254		523,254
Noninstructional Staff-Retirees' Benefits and Retirement Incentives	6740		1,392,089		1,392,089
<b>Objects to Exclude</b>	<b>Object Code</b>				
Rents and Leases	5060		243,792		243,792
Lottery Expenditures					
Academic Salaries	1000				0
Classified Salaries	2000		199,209		199,209
Employee Benefits	3000		75,544		75,544
Supplies and Materials	4000				
Software	4100				0
Books, Magazines, & Periodicals	4200				0
Instructional Supplies & Materials	4300		474		474
Noninstructional, Supplies & Materials	4400				0
Total Supplies and Materials		0	474	0	474
Other Operating Expenses and Services	5000		4,066,650		4,066,650

For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

	Object Code	Activity (ECSA)	Activity (ECSB)	Activity (ECSX)	
		ECS 84362 A	ECS 84362 B	Excluded	
		Instructional Salary Cost	Total CEE	Activities	
		AC 0100-5900 & AC 6110	AC 0100 - 6799	AC 6800 - 7390	Total
Capital Outlay	6000				
Library Books	6300				0
Equipment	6400				
Equipment - Additional	6410				0
Equipment - Replacement	6420				0
Total Equipment		0	0	0	0
Total Capital Outlay		0	0	0	0
Other Outgo	7000				0
<b>Total Exclusions</b>		463,942	7,009,996	0	7,009,996
<b>Total for ECS 84362, 50% Law</b>		104,009,192	193,266,156	10,199,807	203,465,963
<b>Percent of CEE (Instructional Salary Cost / Total CEE)</b>		53.82%	100.00%		
<b>50% of Current Expense of Education</b>			96,633,078		
<b>Nonexempted (Remaining) Deficiency from second preceeding Fiscal Year</b>					
<b>Amount Required to be Expended for Salaries of Classroom Instructors</b>		104,009,192	193,266,156	10,199,807	203,465,963
<b>Reconciliation to Unrestricted General Fund Expenditures</b>					
<b>Total Expenditures Prior to Exclusions</b>		104,473,134	200,276,152	10,199,807	210,475,959
<b>Capital Expenditures</b>	6000	146,671	1,588,775	43,898	1,632,639
<b>Equipment Replacement (Back out)</b>	6420		0	0	
<b>Total Unrestricted General Fund Expenditures</b>		104,619,805	201,864,927	10,243,705	212,108,633

## COMBINED BALANCE SHEET

## 10 General Fund — Combined

(Total Unrestricted and Restricted)

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

		11	12	10
	CA	General Fund	General Fund	General Fund
Description	(Object)	Unrestricted	Restricted	COMBINED
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111	9,801,239	342,376	10,143,615
In County Treasury	9112	65,035,991	25,949,095	90,985,086
Cash With Fiscal Agents	9113			0
Revolving Cash Accounts	9114	100,000		100,000
Investments (at cost)	9120	25,058,459		25,058,459
Accounts Receivable	9130	7,381,443	7,325,209	14,706,652
Due from Other Funds	9140	17,423,059	8,859,599	26,282,658
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210	56,410		56,410
Prepaid Items	9220	2,766,446	458,025	3,224,471
<b>TOTAL ASSETS</b>		127,623,047	42,934,304	170,557,351
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	9,525,889	1,076,214	10,602,103
Accrued Salaries and Wages Payable	9520	9,009,036	1,392,869	10,401,905
Compensated Absences Payable Current	9530			0
Due to Other Funds	9540	18,560,521	8,203,078	26,763,599
Temporary Loans	9550			0
Current Portion of Long-Term Debt	9560			0
Deferred Revenues	9570	13,826,056	20,350,773	34,176,829
<b>TOTAL LIABILITIES</b>		50,921,502	31,022,934	81,944,436

## COMBINED BALANCE SHEET

## 10 General Fund — Combined

(Total Unrestricted and Restricted)

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

		11	12	10
	CA	General Fund	General Fund	General Fund
Description	(Object)	Unrestricted	Restricted	COMBINED
<b>FUND BALANCE (NON-GASB 54)</b>				
Fund Balance Reserved	9710			0
NonCash Assets	9711			0
Amounts Restricted by Law for Specific Purposes	9712			0
Reserve for Encumbrances Credit	9713			0
Reserve for Encumbrances Debit	9714			0
Reserve for Debt Services	9715			0
Assigned/Committed	9754			0
Unassigned	9790			0
Total Fund Balance		0	0	0
<b>Fund Balance (GASB 54)</b>	9750			
Nonspendable Fund Balance	9751	2,822,856	458,025	3,280,881
Restricted Fund Balance	9752		11,453,345	11,453,345
Committed Fund Balance	9753			0
Assigned Fund Balance	9754	31,450,306		31,450,306
Total Designated Fund Balance		34,273,162	11,911,370	46,184,532
Uncommitted Fund Balance	9790	42,428,383		42,428,383
<b>TOTAL FUND EQUITY</b>		76,701,545	11,911,370	88,612,915
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		127,623,047	42,934,304	170,557,351

**CALIFORNIA COMMUNITY COLLEGES**

**Annual Financial and Budget Report**

**COMBINED BALANCE SHEET**

For Year Ended June 30, 2020

**Governmental Funds Group**

**20 Debt Service Funds:**

**21 Bond Interest and Redemption Fund**

**22 Revenue Bond Interest and Redemption Fund**

**29 Other Debt Service Fund**

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112			
Cash With Fiscal Agents	9113			
Investments (at cost)	9120			
Accounts Receivable	9130			
Due from Other Funds	9140			
<b>TOTAL ASSETS</b>		0	0	0
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510			
Accrued Salaries and Wages Payable	9520			
Compensated Absences Payable Current	9530			
Due to Other Funds	9540			
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570			
<b>TOTAL LIABILITIES</b>		0	0	0



**CALIFORNIA COMMUNITY COLLEGES**

**Annual Financial and Budget Report**

**COMBINED BALANCE SHEET**

For Year Ended June 30, 2020

**Governmental Funds Group**

**20 Debt Service Funds:**

**21 Bond Interest and Redemption Fund**

**22 Revenue Bond Interest and Redemption Fund**

**29 Other Debt Service Fund**

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	21 Bond Interest and Redemption Fund	22 Revenue Bond Interest and Redemption Fund	29 Other Debt Service Fund
<b>FUND BALANCE (NON-GASB 54)</b>				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715			
Assigned/Committed	9754			
Unassigned	9790			
Total Fund Balance		0	0	0
<b>Fund Balance (GASB 54)</b>	9750			
Nonspendable Fund Balance	9751			
Restricted Fund Balance	9752			
Committed Fund Balance	9753			
Assigned Fund Balance	9754			
Total Designated Fund Balance		0	0	0
Uncommitted Fund Balance	9790			
<b>TOTAL FUND EQUITY</b>		0	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		0	0	0

## Annual Financial and Budget Report

## 30 Special Revenue Funds:

## COMBINED BALANCE SHEET

31 Bookstore Fund

34 Farm Operation Fund

32 Cafeteria Fund

35 Revenue Bond Project Fund

33 Child Development Fund

39 Other Special Revenue Fund

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
<b>ASSETS</b>							
Cash, Investments, and Receivables	9100						
Cash:							
Awaiting Deposit and in Banks	9111			56,431			155,599
In County Treasury	9112						
Cash With Fiscal Agents	9113						
Revolving Cash Accounts	9114						100
Investments (at cost)	9120						347,439
Accounts Receivable	9130			51,679			12,205
Due from Other Funds	9140			176,394			233,779
Inventories, Stores, and Prepaid Items	9200						
Inventories and Stores	9210						
Prepaid Items	9220			968			
<b>TOTAL ASSETS</b>		0	0	285,472	0	0	749,122
<b>LIABILITIES</b>							
Current Liabilities and Deferred Revenue	9500						
Accounts Payable	9510			251			16,221
Accrued Salaries and Wages Payable	9520			61,281			
Compensated Absences Payable Current	9530						
Due to Other Funds	9540			223,940			485,971
Temporary Loans	9550						
Current Portion of Long-Term Debt	9560						
Deferred Revenues	9570						
<b>TOTAL LIABILITIES</b>		0	0	285,472	0	0	502,192

## Annual Financial and Budget Report

## 30 Special Revenue Funds:

## COMBINED BALANCE SHEET

31 Bookstore Fund

34 Farm Operation Fund

32 Cafeteria Fund

35 Revenue Bond Project Fund

33 Child Development Fund

39 Other Special Revenue Fund

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	31 Bookstore Fund	32 Cafeteria Fund	33 Child Development Fund	34 Farm Operation Fund	35 Revenue Bond Project Fund	39 Other Special Revenue Fund
<b>FUND BALANCE (NON-GASB 54)</b>							
Fund Balance Reserved	9710	0	0	0	0	0	0
NonCash Assets	9711	0	0	0	0	0	0
Amounts Restricted by Law for Specific Purposes	9712	0	0	0	0	0	0
Reserve for Encumbrances Credit	9713	0	0	0	0	0	0
Reserve for Encumbrances Debit	9714	0	0	0	0	0	0
Reserve for Debt Services	9715	0	0	0	0	0	0
Assigned/Committed	9754	0	0	0	0	0	0
Unassigned	9790	0	0	0	0	0	0
Total Fund Balance		0	0	0	0	0	0
<b>Fund Balance (GASB 54)</b>	9750						
Nonspendable Fund Balance	9751	0	0	0	0	0	0
Restricted Fund Balance	9752	0	0	0	0	0	0
Committed Fund Balance	9753	0	0	0	0	0	0
Assigned Fund Balance	9754	0	0	0	0	0	246,930
Total Designated Fund Balance		0	0	0	0	0	246,930
Uncommitted Fund Balance	9790	0	0	0	0	0	0
<b>TOTAL FUND EQUITY</b>		0	0	0	0	0	246,930
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		0	0	285,472	0	0	749,122

## COMBINED BALANCE SHEET

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

		41	42	43
Description	CA (Object)	Capital Outlay Projects Fund	Revenue Bond Construction Fund	General Obligation Bond Fund
<b>ASSETS</b>				
Cash, Investments, and Receivables	9100			
Cash:				
Awaiting Deposit and in Banks	9111			
In County Treasury	9112	306,081,856		
Cash With Fiscal Agents	9113			
Revolving Cash Accounts	9114			
Investments (at cost)	9120	2,493,895		
Accounts Receivable	9130	2,145,707		
Due from Other Funds	9140	12,115,338		
Inventories, Stores, and Prepaid Items	9200			
Inventories and Stores	9210			
Prepaid Items	9220	222,678		
<b>TOTAL ASSETS</b>		323,059,474	0	0
<b>LIABILITIES</b>				
Current Liabilities and Deferred Revenue	9500			
Accounts Payable	9510	13,116,312		
Accrued Salaries and Wages Payable	9520	150,477		
Compensated Absences Payable Current	9530			
Due to Other Funds	9540	8,997,891		
Temporary Loans	9550			
Current Portion of Long-Term Debt	9560			
Deferred Revenues	9570			
<b>TOTAL LIABILITIES</b>		22,264,680	0	0

## COMBINED BALANCE SHEET

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

		41	42	43
	CA	Capital Outlay	Revenue Bond	General Obligation
Description	(Object)	Projects Fund	Construction Fund	Bond Fund
<b>FUND BALANCE (NON-GASB 54)</b>				
Fund Balance Reserved	9710			
NonCash Assets	9711			
Amounts Restricted by Law for Specific Purposes	9712			
Reserve for Encumbrances Credit	9713			
Reserve for Encumbrances Debit	9714			
Reserve for Debt Services	9715			
Assigned/Committed	9754			
Unassigned	9790			
Total Fund Balance		0	0	0
<b>Fund Balance (GASB 54)</b>	9750			
Nonspendable Fund Balance	9751	222,678		
Restricted Fund Balance	9752	35,256,739		
Committed Fund Balance	9753			
Assigned Fund Balance	9754	265,315,377		
Total Designated Fund Balance		300,794,794	0	0
Uncommitted Fund Balance	9790			
<b>TOTAL FUND EQUITY</b>		300,794,794	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		323,059,474	0	0

51 Bookstore Fund

53 Farm Operations Fund

52 Cafeteria Fund

59 Other Enterprise Fund

COMBINED BALANCE SHEET

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	51 Bookstore Fund	52 Cafeteria Fund	53 Farm Operations Fund	59 Other Enterprise Fund
<b>ASSETS</b>					
Cash, Investments, and Receivables	9100				
Cash:					
Awaiting Deposit and in Banks	9111				
In County Treasury	9112				
Cash With Fiscal Agents	9113				
Revolving Cash Accounts	9114				
Investments (at cost)	9120				
Accounts Receivable	9130				
Due from Other Funds	9140				
Inventories, Stores, and Prepaid Items	9200				
Inventories and Stores	9210				
Prepaid Items	9220				
<b>Fixed Assets</b>	9300				
Sites	9310				
Site Improvements	9320				
Accumulated Depreciation Site Improvements	9321				
Buildings	9330				
Accumulated Depreciation Buildings	9331				
Library Books	9340				
Equipment	9350				
Accumulated Depreciation Equipment	9351				
Work in Progress	9360				
<b>Total Fixed Assets</b>		0	0	0	0
<b>TOTAL ASSETS</b>		0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

## COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	51 Bookstore Fund	52 Cafeteria Fund	53 Farm Operations Fund	59 Other Enterprise Fund
<b>LIABILITIES</b>					
Current Liabilities and Deferred Revenue	9500				
Accounts Payable	9510				
Accrued Salaries and Wages Payable	9520				
Compensated Absences Payable Current	9530				
Due to Other Funds	9540				
Temporary Loans	9550				
Current Portion of Long-Term Debt	9560				
Deferred Revenues	9570				
Total Current Liabilities and Deferred Revenue		0	0	0	0
Long-Term Liabilities	9600				
Bonds Payable	9610				
Revenue Bonds Payable	9620				
Certificates of Participation	9630				
Lease Purchase of Capital Lease	9640				
Compensated Absences Long Term	9650				
Post-Employment Benefits Long Term	9660				
Other Long-Term Liabilities	9670				
Total Long-Term Liabilities		0	0	0	0
<b>TOTAL LIABILITIES</b>	968	0	0	0	0

51 Bookstore Fund

53 Farm Operations Fund

## COMBINED BALANCE SHEET

52 Cafeteria Fund

59 Other Enterprise Fund

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	51 Bookstore Fund	52 Cafeteria Fund	53 Farm Operations Fund	59 Other Enterprise Fund
<b>FUND EQUITY</b>					
Fund Balance Reserved	9710				
NonCash Assets	9711				
Amounts Restricted by Law for Specific Purposes	9712				
Reserve for Encumbrances Credit	9713				
Reserve for Encumbrances Debit	9714				
Reserve for Debt Services	9715				
Assigned/Committed	9754				
Unassigned	9790				
Total Reserved Fund Balance		0	0	0	0
<b>Fund Balance (GASB 54)</b>	9750				
Nonspendable Fund Balance	9751				
Restricted Fund Balance	9752				
Committed Fund Balance	9753				
Assigned Fund Balance	9754				
Total Designated Fund Balance		0	0	0	0
Uncommitted(Unrestricted) Fund Balance	9790				
<b>Other Equity</b>	9800				
Contributed Capital	9810				
Retained Earnings	9850				
Investment in General Fixed Assets	9890				
<b>TOTAL FUND EQUITY</b>		0	0	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		0	0	0	0



## COMBINED BALANCE SHEET

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	61 Self-Insurance Fund	69 Other Internal Service Fund
<b>ASSETS</b>			
Cash, Investments, and Receivables	9100		
Cash:			
Awaiting Deposit and in Banks	9111	52,500	
In County Treasury	9112	2,936,369	1,453,447
Cash With Fiscal Agents	9113	828,763	
Revolving Cash Accounts	9114		
Investments (at cost)	9120		
Accounts Receivable	9130	2,836	57,107
Due from Other Funds	9140	86,506	588
Student Loans Receivable	9150		
Inventories, Stores, and Prepaid Items	9200		
Inventories and Stores	9210		
Prepaid Items	9220	352	
<b>Fixed Assets</b>	9300		
Sites	9310		
Site Improvements	9320		
Accumulated Depreciation Site Improvements	9321		
Buildings	9330		
Accumulated Depreciation Buildings	9331		
Library Books	9340		
Equipment	9350		
Accumulated Depreciation Equipment	9351		
Work in Progress	9360		
<b>Total Fixed Assets</b>		0	0
<b>TOTAL ASSETS</b>		3,907,326	1,511,142

## COMBINED BALANCE SHEET

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	61 Self-Insurance Fund	69 Other Internal Service Fund
<b>LIABILITIES</b>			
Current Liabilities and Deferred Revenue	9500		
Accounts Payable	9510	798,529	41,355
Accrued Salaries and Wages Payable	9520	31,392	
Compensated Absences Payable Current	9530		
Due to Other Funds	9540	6,568	
Temporary Loans	9550		
Current Portion of Long-Term Debt	9560		
Deferred Revenues	9570		
Total Current Liabilities and Deferred Revenue		836,489	41,355
Long-Term Liabilities	9600		
Bonds Payable	9610		
Revenue Bonds Payable	9620		
Certificates of Participation	9630		
Lease Purchase of Capital Lease	9640		
Compensated Absences Long Term	9650		
Post-Employment Benefits Long Term	9660		
Other Long-Term Liabilities	9670		
Total Long-Term Liabilities		0	0
<b>TOTAL LIABILITIES</b>	968	836,489	41,355

## COMBINED BALANCE SHEET

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	61 Self-Insurance Fund	69 Other Internal Service Fund
<b>FUND EQUITY</b>			
Fund Balance Reserved	9710		
NonCash Assets	9711		
Amounts Restricted by Law for Specific Purposes	9712		
Reserve for Encumbrances Credit	9713		
Reserve for Encumbrances Debit	9714		
Reserve for Debt Services	9715		
Assigned/Committed	9754		
Unassigned	9790		
Total Reserved Fund Balance		0	0
<b>Fund Balance (GASB 54)</b>	9750		
Nonspendable Fund Balance	9751	352	
Restricted Fund Balance	9752		
Committed Fund Balance	9753		
Assigned Fund Balance	9754	3,070,485	1,469,787
Total Designated Fund Balance		3,070,837	1,469,787
Uncommitted(Unrestricted) Fund Balance	9790		
<b>Other Equity</b>	9800		
Contributed Capital	9810		
Retained Earnings	9850		
Investment in General Fixed Assets	9890		
<b>TOTAL FUND EQUITY</b>		3,070,837	1,469,787
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		3,907,326	1,511,142

## COMBINED BALANCE SHEET

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

		71	72	73	74	75	76	77	79
	CA	Associated	Student	Student Body	Student	Scholarship	Investment	Deferred	Other
Description	(Object)	Students	Representation	Center Fee	Financial Aid	and Loan	Trust Fund	Compensation	Trust Fund
		Trust Fund	Fee Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund
<b>ASSETS</b>									
Cash, Investments, and Receivables	9100								
Cash:									
Awaiting Deposit and in Banks	9111	640,157	51,574		1,187,187				
In County Treasury	9112								
Cash With Fiscal Agents	9113								
Revolving Cash Accounts	9114	800							
Investments (at cost)	9120	83,979					155,424,366		
Accounts Receivable	9130	315,582					41,354		
Due from Other Funds	9140	49,670	14,441		249,993				
Student Loans Receivable	9150				15,832				
Inventories, Stores, and Prepaid Items	9200								
Inventories and Stores	9210								
Prepaid Items	9220	13,824							
<b>Fixed Assets</b>	9300								
Sites	9310								
Site Improvements	9320								
Accumulated Depreciation Site Improvements	9321								
Buildings	9330								
Accumulated Depreciation Buildings	9331								
Library Books	9340								
Equipment	9350								
Accumulated Depreciation Equipment	9351								
Work in Progress	9360								
<b>Total Fixed Assets</b>		0	0	0	0	0	0	0	0
<b>TOTAL ASSETS</b>		1,104,012	66,015	0	1,453,012	0	155,465,720	0	0

## COMBINED BALANCE SHEET

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

Description	CA (Object)	71 Associated Students Trust Fund	72 Student Representation Fee Trust Fund	73 Student Body Center Fee Trust Fund	74 Student Financial Aid Trust Fund	75 Scholarship and Loan Trust Fund	76 Investment Trust Fund	77 Deferred Compensation Trust Fund	79 Other Trust Fund
<b>LIABILITIES</b>									
Current Liabilities and Deferred Revenue	9500								
Accounts Payable	9510	140,464	7,399		323,377				
Accrued Salaries and Wages Payable	9520								
Compensated Absences Payable Current	9530								
Due to Other Funds	9540	52,738	1,114		437,902		2,239,644		
Temporary Loans	9550								
Current Portion of Long-Term Debt	9560								
Deferred Revenues	9570	129,071	50,104		691,733				
Total Current Liabilities and Deferred Revenue		322,273	58,617	0	1,453,012	0	2,239,644	0	0
Long-Term Liabilities	9600								
Bonds Payable	9610								
Revenue Bonds Payable	9620								
Certificates of Participation	9630								
Lease Purchase of Capital Lease	9640								
Compensated Absences Long Term	9650								
Post-Employment Benefits Long Term	9660								
Other Long-Term Liabilities	9670								
Total Long-Term Liabilities		0	0	0	0	0	0	0	0
<b>TOTAL LIABILITIES</b>	968	322,273	58,617	0	1,453,012	0	2,239,644	0	0

## COMBINED BALANCE SHEET

For Year Ended June 30, 2020

District ID: 890

Name: SOUTH ORANGE

		71	72	73	74	75	76	77	79
	CA	Associated	Student	Student Body	Student	Scholarship	Investment	Deferred	Other
Description	(Object)	Students	Representation	Center Fee	Financial Aid	and Loan	Trust Fund	Compensation	Trust Fund
		Trust Fund	Fee Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund	Trust Fund
<b>FUND EQUITY</b>									
Fund Balance Reserved	9710								
NonCash Assets	9711								
Amounts Restricted by Law for Specific Purposes	9712								
Reserve for Encumbrances Credit	9713								
Reserve for Encumbrances Debit	9714								
Reserve for Debt Services	9715								
Assigned/Committed	9754								
Unassigned	9790								
Total Reserved Fund Balance		0	0	0	0	0	0	0	0
<b>Fund Balance (GASB 54)</b>	9750								
Nonspendable Fund Balance	9751	13,824							
Restricted Fund Balance	9752	767,915	7,398				153,226,076		
Committed Fund Balance	9753								
Assigned Fund Balance	9754								
Total Designated Fund Balance		781,739	7,398	0	0	0	153,226,076	0	0
Uncommitted(Unrestricted) Fund Balance	9790								
<b>Other Equity</b>	9800								
Contributed Capital	9810								
Retained Earnings	9850								
Investment in General Fixed Assets	9890								
<b>TOTAL FUND EQUITY</b>		781,739	7,398	0	0	0	153,226,076	0	0
<b>TOTAL LIABILITIES AND FUND EQUITY</b>		1,104,012	66,015	0	1,453,012	0	155,465,720	0	

## Annual Financial and Budget Report

## SUPPLEMENTAL DATA

For Actual Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
<b>Federal Revenues</b>	8100			
Forest Revenues	8110	7,129		7,129
Higher Education Act	8120		389,060	389,060
Workforce Investment Act	8130			0
Temporary Assistance for Needy Families (TANF)	8140		90,861	90,861
Student Financial Aid	8150		58,013	58,013
Veterans Education	8160			0
Vocational and Technical Education Act (VATEA)	8170		907,913	907,913
Other Federal Revenues	8190		4,299,083	4,299,083
<b>Total Federal Revenues</b>	8100	7,129	5,744,930	5,752,059
<b>State Revenues</b>	8600			
General Apportionments	8610			0
Apprenticeship Apportionment	8611			0
State General Apportionment	8612	2,862,047		2,862,047
Other General Apportionment	8613	1,994,000		1,994,000
General Categorical Programs	8620			
Child Development	8621			0
Extended Opportunity Programs and Services(EOPS)	8622		1,677,975	1,677,975
Disabled Students Programs and Services(DSPS)	8623		3,118,605	3,118,605
Temporary Assistance for Needy Families (TANF)	8624			0
California Work Opportunity and Responsibility to Kids (CalWORKs)	8625		477,924	477,924
Telecommunications and Technology Infrastructure Program (TTIP)	8626			0
Other General Categorical Programs	8627		28,392,071	28,392,071

## Annual Financial and Budget Report

## SUPPLEMENTAL DATA

For Actual Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Description	Object Code	Fund S11 Unrestricted	Fund S12 Restricted	Fund S10 Total General Fund
		Actual	Actual	Actual
<b>EPA Proceeds</b>	8630	2,730,650		2,730,650
<b>Reimbursable Categorical Programs</b>	8650			
Instructional Improvement Grant	8651			0
Other Reimbursable Categorical Programs	8652		387,998	387,998
<b>State Tax Subventions</b>	8670			
Homeowners' Property Tax Relief	8671	1,140,059		1,140,059
Timber Yield Tax	8672	1		1
Other State Tax Subventions	8673			0
<b>State Non-Tax Revenues</b>	8680			
State Lottery Proceeds	8681	4,341,925	1,550,640	5,892,565
State Mandated Costs	8685	820,407		820,407
Other State Non-Tax Revenues	8686			0
Other State Revenues	8690	13,333,372	5,368,878	18,702,250
<b>Total State Revenues</b>	8600	27,222,461	40,974,091	68,196,552



For Actual Year: 2019-2020      District ID: 890      Name: SOUTH ORANGE

Description	Object	Fund S11	Fund S12	Fund S10 Total
	Code	Unrestricted Actual	Restricted Actual	General Fund Actual
<b>Local Revenues</b>	8800			
Property Taxes	8810			
Tax Allocation, Secured Roll	8811	222,815,854		222,815,854
Tax Allocation, Supplemental Roll	8812	4,651,842		4,651,842
Tax Allocation, Unsecured Roll	8813	6,764,524		6,764,524
Prior Years Taxes	8816	53,148		53,148
Education Revenues Augmentation Fund (ERAF)	8817			0
Redevelopment Agency Funds - Pass Through	8818			0
Redevelopment Agency Funds - Residual	8819			0
Redevelopment Agency Funds - Asset Liquidation	8819.1			0
Contributions, Gifts, Grants, and Endowments	8820			0
Contract Services	8830			
Contract Instructional Services	8831	7,336	4,553	11,889
Other Contranct Services	8832	58,310	6,851	65,161
Sales and Commissions	8840	747,945		747,945
Rentals and Leases	8850	3,253,380	3,863	3,257,243
Interest and Investment Income	8860	5,158,254		5,158,254
Student Fees and Charges	8870			
Community Services Classes	8872			0
Dormitory	8873			0
Enrollment	8874	17,168,337		17,168,337
Enrollment Contra Revenue for Uncollectible Receivables	8874.1			0
Enrollment Contra Revenue for AB19 College Promise Waivers	8874.5			0
Enrollment Contra Revenue for COVID Refunds	8874.7	-539912		-539912
Field Trips and Use of Nondistrict Facilities	8875	47,129		47,129
Health Services	8876		1,771,782	1,771,782
Instructional Materials Fees and Sales of Materials	8877		365,339	365,339
Insurance	8878			0
Student Records	8879	248,219		248,219
Nonresident Tuition	8880	11,404,221	1,289,202	12,693,423
Parking Services and Public Transportation	8881		1,815,368	1,815,368
Other Student Fees and Charges	8885	42,507	52,093	94,600
Other Local Revenues	8890	(119,198)	450,916	331,718
<b>Total Local Revenues</b>	8800	271,761,896	5,759,967	277,521,863
<b>Total Revenues</b>		298,991,486	52,478,988	351,470,474

Annual Financial and Budget Report

SUPPLEMENTAL DATA

For Actual Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Description	Object Code	Fund S11	Fund S12	Fund S10 Total
		Unrestricted	Restricted	General Fund
		Actual	Actual	Actual
Other Financing Sources	8900			
Proceeds of General Fixed Assets	8910	209,996		209,996
Proceeds of Long-Term Debt	8940			0
Incoming Transfers -- (8970/8981/8982/8983)	898#	8,700,789	4,695,175	13,395,964
Total Other Financing Sources	8900	8,910,785	4,695,175	13,605,960
Total Revenues and Other Financing Sources		307,902,271	57,174,163	365,076,434

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Agriculture and Natual Resources	0100	699,684	2,360	10,167			712,211
Architecture and Environmental Design	0200	673,206	17,102	17,390	27,240		734,938
Environmental Sciences and Technologies	0300	140,563					140,563
Biological Sciences	0400	6,013,998	68,958	181,360	97,423		6,361,739
Business and Management	0500	4,307,204	47,382	7,119			4,361,705
Communications	0600	2,465,210	15,370	18,299			2,498,879
Computer and Information Science	0700	3,339,724	7,169	26,435	20,159		3,393,487
Education	0800	8,519,944	412,307	309,329	14,694		9,256,274
Engineering and Related Industrial Technology	0900	2,043,000	82,164	262,787	425,714		2,813,665
Fine and Applied Arts	1000	11,830,906	350,509	381,914	129,761		12,693,090
Foreign language	1100	3,184,282	34,206	11,011	1,617		3,231,116
Health	1200	6,352,298	425,966	254,306	370,386		7,402,956
Consumer Education And Home Economics	1300	3,911,846	114,424	255,171	156,978		4,438,419
Law	1400	128,749	4,950	1,940			135,639
Humanities(Letters)	1500	12,664,740	171,707	33,302			12,869,749
Library Science	1600	45,696					45,696
Mathematics	1700	8,435,642	29,358	7,630	8,536		8,481,166
Military Studies	1800						0
Physical Sciences	1900	8,429,175	41,283	149,648	233,887		8,853,993
Psychology	2000	2,634,238	7,714		14,223		2,656,175
Public Affairs and Services	2100	691,500	370,994	78,603	27,395		1,168,492
Social Sciences	2200	8,140,019	41,401	6,662	10,178		8,198,260
Commercial Services	3000	127,655	341	1,038,874			1,166,870
Interdisciplinary Studies	4900	9,305,856	3,479,090	2,572,510	255,429		15,612,885
Instruc Staff-Retirees' Bnfts & Retire Incents	5900	446,502					446,502
<b>Sub-Total Instructional Activites</b>		104,531,637	5,724,755	5,624,457	1,793,620		117,674,469
<b>Total Expenditures for GF Activities*</b>		105,951,570	116,708,337	25,607,606	8,333,660	107,197,898	363,799,071

\*Total Expenditures for GF Activities above is the grand total of Instructional and Non-Instructional activities.

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Non-Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Instructional Administration and Governance	6000						
Academic Administration	6010		10,182,320	219,175	31,322		10,432,817
Course and Curriculum Development	6020		1,186,093	48,970	2,497		1,237,560
Academic / Faculty Senate	6030		696,219	89,410	1,684		787,313
Other Instructional Administration & Governance	6090						0
<b>Total Instructional Admin. &amp; Governance</b>		0	12,064,632	357,555	35,503	0	12,457,690
Instructional Support Services	6100						
Learning Center	6110	1,419,375	751,109	9,580	404		2,180,468
Library	6120		2,708,664	23,816	191,362		2,923,842
Media	6130		544,520	9,304	4,917		558,741
Museums and Galleries	6140						0
Academic Information Systems and Technology	6150		53,017				53,017
Other Instructional Support Services	6190		1,126,188	236,738			1,362,926
<b>Total Instructional Support Services</b>		1,419,375	5,183,498	279,438	196,683	0	7,078,994
Admissions and Records	6200		4,157,262	102,920	2,150		4,262,332
Student Counseling and Guidance	6300						
Counseling and Guidance	6310		9,568,399	56,610			9,625,009
Matriculation and Student Assessment	6320		5,332,896	315,523	76,595		5,725,014
Transfer Programs	6330			228			228
Career Guidance	6340						0
Other Student Counseling and Guidance	6390						0
<b>Total Student Counseling and Guidance</b>		0	14,901,295	372,361	76,595	0	15,350,251

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Non-Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Other Student Services	6400						
Cal Work Opportunity and Responsibility to Kids *	6410		484,434	4,433	15,207	14,057	518,131
Disabled Student Programs and Services (DSPS)	6420		3,096,543	71,199	45,766		3,213,508
Extended Opportunity Programs and Services (EOPS)	6430		1,632,502	33,040		483,576	2,149,118
Health Services	6440		1,864,146	286,239	53,195		2,203,580
Student Personnel Administration	6450						0
Financial Aid Administration	6460		3,154,204	785,968	4,664		3,944,836
Job Placement Services	6470		328,859	10,327			339,186
Veterans Services	6480		1,444,755	339,926	59,507		1,844,188
Miscellaneous Student Services	6490		3,000,536	291,259	115,213		3,407,008
<b>Total Other Student Services</b>		0	15,005,979	1,822,391	293,552	497,633	17,619,555
Operation and maintenance of Plant	6500						
Building Maintenance and Repairs	6510		4,637,881	844,302	3,408,052		8,890,235
Custodial Services	6530		5,216,679	199,207	2,186		5,418,072
Grounds Maintenance and Repairs	6550		1,833,290	179,758	49,791		2,062,839
Utilities	6570			4,878,007			4,878,007
Other Operations and Maintenance of Plant	6590			25,563	955,874		981,437
<b>Total Operation and Maintenance of Plant</b>	6500	0	11,687,850	6,126,837	4,415,903	0	22,230,590
<b>Planning, Policymaking and Coordinations</b>	6600		10,872,726	2,874,431	28,683		13,775,840

\* California Work Opportunity and Responsibility to Kids (CalWORKs).

CALIFORNIA COMMUNITY COLLEGES

Annual Financial and Budget Report

SUPPLEMENTAL DATA

Expend by Non-Instructional Activity

S10 General Fund - Combined

(Total Unrestricted and Restricted)

For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
General Institutional Support Services	6700						
Community Relations	6710		1,363,331	446,017	20,371		1,829,719
Fiscal Operations	6720		4,347,825	661,568	2,491		5,011,884
Human Resources Management	6730		2,835,296	195,630	7,353		3,038,279
Noninstruct Staff Retirees' Benefits & Retirement *	6740		941,038				941,038
Staff Development	6750		183,632	229,371			413,003
Staff Diversity	6760		4,471	69,766			74,237
Logistical Services	6770		6,575,754	713,439	220,080		7,509,273
Management Information Systems	6780		7,821,791	2,144,605	686,417		10,652,813
Other General Institutional Support Services	6790		2,350,855	2,403,950	387,195		5,142,000
<b>Total General Institutional Support Services</b>	6700	0	26,423,993	6,864,346	1,323,907	0	34,612,246
Community Services & Economic Development	6800						
Community Recreation	6810						0
Community Service Classes	6820	558					558
Community Use of Facilities	6830		292,111	1,749			293,860
Economic Development	6840		576,011	99,658			675,669
Other Community Services & Economic Development	6890		2,175,985	188,040	1,145		2,365,170
<b>Total Community Services</b>	6800	558	3,044,107	289,447	1,145	0	3,335,257

\* Noninstructional Staff Retirees' Benefits & Retirement Incentives.

For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Ancillary Services	6900						
Bookstore	6910						0
Child Development Centers	6920				63,826		63,826
Farm Operations	6930						0
Food Services	6940			6,803			6,803
Parking	6950		2,076,218	221,773	962		2,298,953
Student and Co-Curricular Activities	6960		2,243,231	576,538	42,576		2,862,345
Student Housing	6970						0
Other Ancillary Services	6990		1,283,820	20,053			1,303,873
<b>Total Ancillary Services</b>	6900	0	5,603,269	825,167	107,364	0	6,535,800
Auxiliary Operations	7000						
Contract Education	7010						0
Other Auxiliary Operations	7090		2,038,971	68,256	3,269		2,110,496
<b>Total Auxiliary Operations</b>	7000	0	2,038,971	68,256	3,269	0	2,110,496



For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Salaries and Benefits		Operating Expenses (4000 - 5000)	Capital Outlay (6000)	Other Outgo (7000)	Total
		Instructional	Non Instructional				
Physical Property and Related Acquisitions	7100				55,286		55,286
Long-Term Debt and Other Financing	7200						
Long_Term Debt	7210						0
Tax revenue Anticipation Notes	7220						0
Other Financing	7290						0
<b>Total Long-Term Debt and Other Financing</b>	7200	0	0	0	0	0	0
Transfers, Student Aid and Other Outgo	7300						
Transfers	7310					101,296,842	101,296,842
Student Aid	7320					5,403,423	5,403,423
Other Outgo	7390						0
<b>Total Transfers, Student Aid and Other Outgo</b>	7300	0	0	0	0	106,700,265	106,700,265
<b>Sub-Total Non-Instructional Activities</b>		1,419,933	110,983,582	19,983,149	6,540,040	107,197,898	246,124,602
<b>Total Expenditures General Fund: activities *</b>		105,951,570	116,708,337	25,607,606	8,333,660	107,197,898	363,799,071

\* Total Expenditures for the General Fund: Instructional Activities and Non-Instructional Activities.

## Gann Appropriations Limit

## GANN Report

DISTRICT NAME: SOUTH ORANGE

I.	2020-2021 Appropriations Limit:			
A.	2019-2020 Appropriations Limit:			\$273,664,686
B.	2020-2021 Price Factor:	1.0373		
C.	Population factor:			
	1. 2018-2019 Second Period Actual FTES	26,423.31		
	2. 2019-2020 Second Period Actual FTES	26,574.94		
	3. 2019-2020 Population change factor (C2/C1)	1.0057		
D.	2019-2020 Limit adjusted by inflation and population factors (A * B * C.3)			\$285,490,451
E.	Adjustments to increase limit:			
	1. Transfers in of financial responsibility		\$0	
	2. Temporary voter approved increases		0	
	3. Total adjustments - increase			0
	Sub-Total (D + E.3)			\$285,490,451
F.	Adjustments to decrease limit:			
	1. Transfers out of financial responsibility		\$0	
	2. Lapses of voter approved increases		0	
	3. Total adjustments - decrease			0
G.	2020-2021 Appropriations Limit (D + E.3 - F.3)			\$285,490,451
II.	2020-2021 Appropriations Subject to Limit:			
A.	State Aid (General Apportionment, Apprenticeship Allowance, Basic Skills, and Partnership for Excellence)			6,250,007
B.	State Subventions (Home Owners Property Tax Relief, Timber Yield tax, etc.)			1,140,000
C.	Local Property taxes			237,062,500
D.	Estimated excess Debt Service taxes			0
E.	Estimated Parcel taxes, Square Foot taxes, etc.			0
F.	Interest on proceeds of taxes			125,000
G.	Local appropriations from taxes for unreimbursed State, court, and federal mandates			0
H.	2020-2021 Appropriations Subject to Limit			\$244,577,507

For Actual Year: 2019-2020

Budget Year: 2020-2021

## General Fund

Description	Object Code	Fund: 11 UNRESTRICTED SUBFUND		Fund: 12 RESTRICTED SUBFUND		Fund: 10 TOTAL	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100	7,129		5,744,930	12,038,761	5,752,059	12,038,761
State Revenues	8600	27,222,461	24,745,434	40,974,091	56,408,621	68,196,552	81,154,055
Local Revenues	8800	271,761,896	273,037,079	5,759,967	3,548,925	277,521,863	276,586,004
<b>Total Revenues</b>		298,991,486	297,782,513	52,478,988	71,996,307	351,470,474	369,778,820
<b>EXPENDITURES:</b>							
Academic Salaries	1000	83,423,831	87,144,343	9,573,454	11,239,503	92,997,285	98,383,846
Classified Salaries	2000	45,251,468	47,847,091	10,294,001	13,096,288	55,545,469	60,943,379
Employee Benefits	3000	65,046,492	67,226,053	9,070,661	9,056,614	74,117,153	76,282,667
Supplies and Materials	4000	1,495,435	1,720,647	1,722,152	8,982,085	3,217,587	10,702,732
Other Operating Expenses and Services	5000	15,258,733	23,445,174	7,131,286	25,707,533	22,390,019	49,152,707
Capital Outlay	6000	1,632,673	252,436	6,700,987	7,005,446	8,333,660	7,257,882
<b>Total Expenditures</b>		212,108,632	227,635,744	44,492,541	75,087,469	256,601,173	302,723,213
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		86,882,854	70,146,769	7,986,447	(3,091,162)	94,869,301	67,055,607
<b>Other Financing Sources</b>	8900	8,910,785	8,341,000	4,695,175	4,907,005	13,605,960	13,248,005
<b>Other Outgo</b>	7000	96,551,592	96,881,948	10,646,306	13,727,213	107,197,898	110,609,161
<b>Net Increase/(Decrease) in Fund Balance</b>		(757,953)	(18,394,179)	2,035,316	(11,911,370)	1,277,363	(30,305,549)
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	9010	77,459,498	76,701,545	9,876,054	11,911,370	87,335,552	88,612,915
Prior Years Adjustments	9020					0	
Adjusted Beginning Balance	9030	77,459,498		9,876,054		87,335,552	
<b>Ending Fund Balance, June 30</b>		76,701,545	58,307,366	11,911,370	0	88,612,915	58,307,366

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2019-2020

Budget Year: 2020-2021

## DEBT SERVICE FUNDS

Description	Object Code	Fund: 21		Fund: 22		Fund: 29	
		BOND INTEREST AND		REVENUE BOND INTEREST		OTHER DEBT SERVICE FUND	
		REDEMPTION FUND		AND REDEMPTION FUND			
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800						
<b>Total Revenues</b>		0	0	0	0	0	0
Other Financing Sources	8900						
Interfund Transfers In	8981						
Other Incoming Transfers	8983						
<b>Total Other Financing Sources</b>		0	0	0	0	0	0
Other Outgo	7000						
Debt Retirement (Long Term Debt)	7100						
Debt Reduction	7110						
Debt Interest and Other Service Charges	7120						
Transfers Outgoing	7300 & 7400						
Reserve for Contingencies	7900						
<b>Total Other Outgo</b>	7000	0	0	0	0	0	0
<b>Net Other Financing Sources / (Other Outgo)</b>	8900 & 7000	0	0	0	0	0	0
<b>Net Increase/Decrease in Fund Balance</b>		0	0	0	0	0	0
<b>BEGINNING FUND BALANCE:</b>							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2019-2020

Budget Year: 2020-2021

## Special Revenue Funds

Description	Object	FUND: 31		FUND 32		FUND 33	
	Code	BOOKSTORE FUND		CAFETERIA FUND		CHILD DEVELOPMENT FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100					64,928	167,072
State Revenues	8600						
Local Revenues	8800					660,921	879,612
<b>Total Income</b>		0	0	0	0	725,849	1,046,684
<b>Expenditures</b>							
Academic Salaries	1000					40,962	55,950
Classified Salaries	2000					620,121	685,439
Employee Benefits	3000					248,247	306,828
Supplies and Materials	4000					11,765	12,000
Other Operating Expenses and Services	5000					13,534	30,801
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	934,629	1,091,018
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	0	0	(208,780)	(44,334)
<b>Other Financing Sources</b>	8900					252,490	172,744
<b>Other Outgo</b>	7000					43,710	128,410
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0	0	0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2019-2020

Budget Year: 2020-2021

## Special Revenue Funds

Description	Object	FUND: 34		FUND 35		FUND 39	
	Code	FARM OPERATION FUND		REVENUE BOND PROJECT FUND		OTHER SPECIAL REVENUE FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800					1,495,423	1,331,933
<b>Total Income</b>		0	0	0	0	1,495,423	1,331,933
<b>Expenditures</b>							
Academic Salaries	1000					55,183	23,805
Classified Salaries	2000					593,305	540,116
Employee Benefits	3000					197,695	213,552
Supplies and Materials	4000					12,427	23,000
Other Operating Expenses and Services	5000					845,233	778,390
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	1,703,843	1,578,863
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	0	0	(208,420)	(246,930)
<b>Other Financing Sources</b>	8900					18,779	
<b>Other Outgo</b>	7000					7,406	
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	(197,047)	(246,930)
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0	443,977	246,930
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		443,977	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	246,930	0

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2019-2020

Budget Year: 2020-2021

## Capital Projects Funds

Description	Object	FUND: 41		FUND 42		FUND 43	
	Code	CAPITAL QUTLAY PROJECTS FUND		REVENUE BOND CONSTRUCTION FUND		GENERAL OBLIGATION BOND FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600	3,342,999	44,464,000				
Local Revenues	8800	11,613,558	9,020,000				
<b>Total Income</b>		14,956,557	53,484,000	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000	1,685,925	1,062,184				
Employee Benefits	3000	725,368	490,873				
Supplies and Materials	4000	55,791	5,000				
Other Operating Expenses and Services	5000	2,762,296	8,925,213				
Capital Outlay	6000	74,040,433	428,366,382				
<b>Total Expenditures</b>		79,269,813	438,849,652	0	0	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		(64,313,256)	(385,365,652)	0	0	0	0
<b>Other Financing Sources</b>	8900	91,639,687	134,861,388				
<b>Other Outgo</b>	7000	2,245,586	49,039,270				
<b>Net Increase/(Decrease) in Fund Balance</b>		25,080,845	(299,543,534)	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	275,713,949	300,794,794		0		
Prior Years Adjutments	9020						
Adjusted Beginning Balance	9030	275,713,949		0		0	
<b>Ending Fund Balance, June 30</b>		300,794,794	1,251,260	0	0	0	

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2019-2020

Budget Year: 2020-2021

## Enterprise Funds

Description	Object	FUND: 51		FUND 52		FUND 53	
	Code	BOOKSTORE FUND		CAFETERIA FUND		FARM OPERATIONS	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Local Revenues	8800						
Other Financing Sources	8900						
<b>Total Income</b>		0	0	0	0	0	0
<b>Cost of Sales</b>	5890						
<b>Gross Profit or Loss</b>		0	0	0	0	0	0
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	0	0
<b>Net Profit or Loss</b>		0	0	0	0	0	0
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0		0		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	0	0



## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2019-2020

Budget Year: 2020-2021

## Enterprise Funds

Description	Object	FUND: 59					
	Code	OTHER ENTERPRISE FUND					
		Actual	Budget				
<b>REVENUES:</b>							
Local Revenues	8800						
Other Financing Sources	8900						
<b>Total Income</b>		0	0				
<b>Cost of Sales</b>	5890						
<b>Gross Profit or Loss</b>		0	0				
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000						
Supplies and Materials	4000						
Other Operating Expenses and Services	5000						
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0				
<b>Net Profit or Loss</b>		0	0				
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0				
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010		0				
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0					
<b>Ending Fund Balance, June 30</b>		0	0				

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2019-2020

Budget Year: 2020-2021

## Internal Service Funds

Description	Object	FUND: 61		FUND 69			
	Code	SELF-INSURANCE FUND		OTHER INTERNAL SERVICES FUND			
		Actual	Budget	Actual	Budget		
<b>REVENUES:</b>							
Local Revenues	8800	145,003	80,000	55,730	40,000		
Other Financing Sources	8900	430,000	440,000	5,040,000	5,225,816		
<b>Total Income</b>		575,003	520,000	5,095,730	5,265,816		
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000	293,388	311,885				
Employee Benefits	3000	161,585	172,911	5,044,390	5,225,816		
Supplies and Materials	4000	1,131	4,000				
Other Operating Expenses and Services	5000	354,515	685,930		20,000		
Capital Outlay	6000	424	12,000				
<b>Total Expenditures</b>		811,043	1,186,726	5,044,390	5,245,816		
<b>Net Profit or Loss</b>		(236,040)	(666,726)	51,340	20,000		
<b>Other Outgo</b>	7000						
<b>Net Increase/(Decrease) in Fund Balance</b>		(236,040)	(666,726)	51,340	20,000		
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	3,306,877	3,070,837	1,418,447	1,469,787		
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	3,306,877		1,418,447			
<b>Ending Fund Balance, June 30</b>		3,070,837	2,404,111	1,469,787	1,489,787		

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2019-2020

Budget Year: 2020-2021

## Fiduciary Funds Group

Description	Object	FUND: 71		FUND 72		FUND 73	
	Code	ASSOCIATED STUDENTS TRUST FUND		REPRESENTATION FEE TRUST FUND		BODY CENTER FEE TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100						
State Revenues	8600						
Local Revenues	8800	966,730	955,915	15,911	62,000		
<b>Total Income</b>		966,730	955,915	15,911	62,000	0	0
<b>Expenditures</b>							
Academic Salaries	1000	150					
Classified Salaries	2000	122,041	162,524				
Employee Benefits	3000	48,979	61,152				
Supplies and Materials	4000	80,347	160,745				
Other Operating Expenses and Services	5000	338,803	984,599	1,114	40,568		
Capital Outlay	6000	5,365	42,500				
<b>Total Expenditures</b>		595,685	1,411,520	1,114	40,568	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		371,045	(455,605)	14,797	21,432	0	0
<b>Other Financing Sources</b>	8900						
<b>Other Outgo</b>	7000	155,620	136,146	7,399	28,830		
<b>Net Increase/(Decrease) in Fund Balance</b>		215,425	(591,751)	7,398	(7,398)	0	0
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	536,314	751,739		7,398		0
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	536,314		0		0	
<b>Ending Fund Balance, June 30</b>		751,739	159,988	7,398	0	0	0

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2019-2020

Budget Year: 2020-2021

## Fiduciary Funds Group

Description	Object	FUND: 74		FUND 75		FUND 76	
	Code	FINANCIAL AID TRUST FUND		SCHOLARSHIP & LOAN TRUST FUND		INVESTMENT TRUST FUND	
		Actual	Budget	Actual	Budget	Actual	Budget
<b>REVENUES:</b>							
Federal Revenues	8100	27,313,938	23,480,740				
State Revenues	8600	2,116,955	1,935,000				
Local Revenues	8800					12,651,319	12,025,816
<b>Total Income</b>		29,430,893	25,415,740	0	0	12,651,319	12,025,816
<b>Expenditures</b>							
Academic Salaries	1000						
Classified Salaries	2000						
Employee Benefits	3000					4,994,245	5,094,000
Supplies and Materials	4000						
Other Operating Expenses and Services	5000					497,592	580,000
Capital Outlay	6000						
<b>Total Expenditures</b>		0	0	0	0	5,491,837	5,674,000
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		29,430,893	25,415,740	0	0	7,159,482	6,351,816
<b>Other Financing Sources</b>	8900	38,702	5,525,307			660,000	5,000,000
<b>Other Outgo</b>	7000	29,469,595	30,941,047			7,900,789	8,261,000
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0	(81,307)	3,090,816
<b>Beginning Fund Balance:</b>							
Net Beginning Balance, July 1	9010	0	0		0	153,307,383	153,226,076
Prior Years Adjustments	9020						
Adjusted Beginning Balance	9030	0		0		153,307,383	
<b>Ending Fund Balance, June 30</b>		0	0	0	0	153,226,076	156,316,892

## REVENUES, EXPENDITURES, AND FUND BALANCE DATA

890 SOUTH ORANGE

For Actual Year: 2019-2020

Budget Year: 2020-2021

## Fiduciary Funds Group

Description	Object	FUND: 77		FUND 79	
	Code	DEFERRED COMPENSATION TRUST FUND		OTHER TRUST FUNDS	
		Actual	Budget	Actual	Budget
<b>REVENUES:</b>					
Federal Revenues	8100				
State Revenues	8600				
Local Revenues	8800				
<b>Total Income</b>		0	0	0	0
<b>Expenditures</b>					
Academic Salaries	1000				
Classified Salaries	2000				
Employee Benefits	3000				
Supplies and Materials	4000				
Other Operating Expenses and Services	5000				
Capital Outlay	6000				
<b>Total Expenditures</b>		0	0	0	0
<b>Excess /(Deficiency) of Revenues over Expenditures</b>		0	0	0	0
<b>Other Financing Sources</b>	8900				
<b>Other Outgo</b>	7000				
<b>Net Increase/(Decrease) in Fund Balance</b>		0	0	0	0
<b>Beginning Fund Balance:</b>					
Net Beginning Balance, July 1	9010		0		0
Prior Years Adjustments	9020				
Adjusted Beginning Balance	9030	0		0	
<b>Ending Fund Balance, June 30</b>		0	0	0	0

## Annual Financial and Budget Report

## SUPPLEMENTAL DATA

For Actual Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

Fund Number In	Fund Name	Fund Number Out	Fund Name	Amount Transferred
33	CHILD DEVELOPMENT FUND	11	UNRESTRICTED SUBFUND	227,490
41	CAPITAL OUTLAY PROJECTS FUND	11	UNRESTRICTED SUBFUND	90,194,102
61	SELF-INSURANCE FUND	11	UNRESTRICTED SUBFUND	430,000
69	OTHER INTERNAL SERVICES FUND	11	UNRESTRICTED SUBFUND	5,040,000
76	INVESTMENT TRUST FUND	11	UNRESTRICTED SUBFUND	660,000
39	OTHER SPECIAL REVENUE FUND	12	RESTRICTED SUBFUND	11,373
74	STUDENT FINANCIAL AID TRUST FUND	12	RESTRICTED SUBFUND	38,702
11	UNRESTRICTED SUBFUND	41	CAPITAL OUTLAY PROJECTS FUND	800,000
33	CHILD DEVELOPMENT FUND	71	ASSOCIATED STUDENTS TRUST FUND	25,000
11	UNRESTRICTED SUBFUND	76	INVESTMENT TRUST FUND	7,900,789

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**  
**SUPPLEMENTAL DATA**

**Receipt and Expenditures of Lottery Proceeds**

**Lottery Actual Report**

**L10 GENERAL FUND**

For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010				5,310,578		
Adjustments	9020						
Adjusted Beginning Balance	9030	0			5,310,578		
Actual Fiscal Year Data							
State Lottery Proceeds:	8681	4,341,925			1,550,640		
		Instructional & Institutional Unrestricted				Instructional Materials Proposition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
<b>Expenditures</b>							
Academic Salaries	1000				0		0
Classified Salaries	2000		199,209		199,209		199,209
Employee Benefits	3000		75,544		75,544		75,544
<b>Supplies &amp; Materials</b>	4000						
Software	4100				0		0
Books, Magazines, & Periodicals	4200				0	33,318	33,318
Instructional Supplies & Materials	4300		474		474	525,567	526,041
Noninstructional Supplies & Mtrls	4400				0		0
<b>Total Supplies and Materials</b>		0	474	0	474	558,885	559,359
Other Operating Expenses and Services	5000		4,066,698		4,066,698	454,688	4,521,386
Capital Outlay	6000						
Library Books	6300				0	147,999	147,999
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
<b>Total Capital Outlay</b>		0	0	0	0	147,999	147,999
Other Outgo	7000				0		0
<b>Total Expenditures</b>		0	4,341,925	0	4,341,925	1,161,572	5,503,497
<b>Ending Balance</b>					0	5,699,646	5,699,646

**CALIFORNIA COMMUNITY COLLEGES**  
**Annual Financial and Budget Report**  
**SUPPLEMENTAL DATA**

**Receipt and Expenditures of Lottery Proceeds**

**Lottery Budget Report**

L10 GENERAL FUND

For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

Activity Classification	Activity Code	Unrestricted			Restricted Prop 20		
Lottery Adjustments and Proceeds:							
Net Beginning Balance, July 1	9010				5,699,646		
Adjustments	9020						
Adjusted Beginning Balance	9030	0			5,699,646		
Budget Fiscal Year Data							
State Lottery Proceeds:	8681	4,200,000			1,383,051		
		Instructional & Institutional Unrestricted				Instructional Materials Proposition 20	Total
		Instructional Activities (AC 0100-5900)	Support Activities (AC 6000-6700)	Support Activities (AC 6800-7390)	Total Unrestricted	Instructional (AC 0100-4900)	
<b>Expenditures</b>							
Academic Salaries	1000				0		0
Classified Salaries	2000				0		0
Employee Benefits	3000				0		0
<b>Supplies &amp; Materials</b>	4000						
Software	4100				0		0
Books, Magazines, & Periodicals	4200				0		0
Instructional Supplies & Materials	4300				0	6,222,972	6,222,972
Noninstructional Supplies & Mtrls	4400				0		0
<b>Total Supplies and Materials</b>		0	0	0	0	6,222,972	6,222,972
Other Operating Expenses and Services	5000	4,200,000			4,200,000	704,725	4,904,725
Capital Outlay	6000						
Library Books	6300				0	155,000	155,000
Equipment	6400						
Equipment - Additional	6410				0		0
Equipment - Replacement	6420				0		0
<b>Total Capital Outlay</b>		0	0	0	0	155,000	155,000
Other Outgo	7000				0		0
<b>Total Expenditures</b>		4,200,000	0	0	4,200,000	7,082,697	11,282,697
<b>Ending Balance</b>					0	0	



Annual Financial and Budget Report

For Actual Year: 2019-2020

District ID: 890

Name: SOUTH ORANGE

EPA Revenue	2,730,650
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Activity Classification	Activity Code	Salaries and Benefits	Operating Expenses	Capital Outlay	Total
		(Obj 1000-3000)	(Obj 4000-5000)	(Obj 6000)	
Instructional Activities	0100-5900	2,730,650	0	0	2,730,650
TOTAL		2,730,650	0	0	2,730,650

Annual Financial and Budget Report

For Actual Year: 2019-2020

Budget Year: 2020-2021

District ID: 890

Name: SOUTH ORANGE

	STRS	PERS		Increase	
Fiscal Year	Amount	Amount	Total	Amount	Rate
2015-16	7,181,247	5,424,269	12,605,516	N/A	N/A
2016-17	9,203,545	6,963,468	16,167,013	3,561,497	28.25%
2017-18	10,642,119	7,674,881	18,317,000	2,149,987	13.30%
2018-19	12,321,240	9,265,030	21,586,270	3,269,270	17.85%
2019-20	12,921,886	10,910,312	23,832,198	2,245,928	10.40%
2020-21	15,736,060	12,394,257	28,130,317	4,298,119	18.03%

Does the district have a plan to fund these expenses through 2020-21?
Yes
Explain Yes or No
SOCCCD has established a pension stabilization trust fund and currently has enough funds set aside to cover the increased costs for the unrestricted general fund through FY 2021-22. An additional deposit of \$5M is budgeted for FY 2020-21 with the expectation of further deposits in future years.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Transfer of Budget Appropriations: Adopt Resolution No. 20-24 to Approve 2020-21 Budget Transfers

**ACTION:** Approval

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### **BACKGROUND**

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

### **STATUS**

For the reporting period ending September 30, 2020, and in accordance with Administrative Regulation 3101 (6250), the transfer of budget appropriations are summarized on EXHIBIT A and presented for approval.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 20-24 to approve the transfer of budget appropriations as listed.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**RESOLUTION NO. 20-24**

2020-21

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

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

**General Fund**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
1000	Academic Salaries		\$178,715
2000	Classified Salaries		\$64,589
3000	Employee Benefits		\$119,867
4000	Books and Supplies		\$37,194
5000	Other Operating Expenses & Services	\$537,155	
6000	Capital Outlay		\$299,995
7300	Interfund Transfers Out		\$150,000
7500	Student Financial Aid	\$228,205	
7600	Other Payments to Student	\$85,000	
<b>Total Transfers - General Fund</b>		<b><u>\$850,360</u></b>	<b><u>\$850,360</u></b>
<b>Total Transfers</b>		<b><u><u>\$850,360</u></u></b>	<b><u><u>\$850,360</u></u></b>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## BUDGET TRANSFERS FY 2020-2021

## RESOLUTION NO. 20-24

2020-21

STATE OF CALIFORNIA )  
 )  
COUNTY OF ORANGE )

I, Kathleen F. Burke, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Transfers and foregoing Resolution in the amount of \$850,360 was duly and regularly adopted by the said Board at a regular meeting thereof held on October 19, 2020.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 20th day of October, 2020.

Kathleen F. Burke  
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: August – September 2020 Change Order/Amendments

ACTION: Ratification

**BACKGROUND / STATUS**

On November 19, 2018, the Board of Trustees authorized the Chancellor/designee to execute change orders and amendments up to \$200,000 for board ratification. The following change order and amendments were reviewed and approved by the Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

Exhibit	Contractor Name/Description	Change Order/ Amendment Amount	Revised Total Contract Amount
A.	<u>Experis US, Inc.</u> IT Consultant Services Agreement Amendment No. 1 – To include the COVID-19 Consultant Responsibilities Article.  SOCCCD	\$0	Master Agreement
B.	<u>Goodwill Industries of Orange County</u> Student Accommodations for Interpreting and Closed Captioning Services Agreement Amendment No. 1 – To include the COVID-19 Contractor Responsibilities Article.  SOCCCD	\$0	Master Agreement
C.	<u>Management Applications, Inc. (MAI)</u> IT Consultant Services Agreement Amendment No. 1 – To include the COVID-19 Consultant Responsibilities Article.  SOCCCD	\$0	Master Agreement
D.	<u>Quick Caption, Inc.</u> Interpreting and Closed Captioning Services Agreement Amendment No. 1 – To include the COVID-19 Contractor Responsibilities Article.  SOCCCD	\$0	Master Agreement

E.	<u>The Solis Group</u> Labor Compliance Services Agreement Amendment No. 1 – To include the COVID-19 Consultant Responsibilities Article.  SOCCCD	\$0	Master Agreement
F.	<u>Advance Beauty College, Inc.</u> Cosmetology Agreement Amendment No. 2 – To include provisions related to specific areas of District oversight with regard to instruction of District’s students.  SOCCCD	\$0	\$2,600,000.00
G.	<u>C.E.M. LAB Corporation</u> Material Testing and Inspection Services Agreement Amendment No. 4 – For additional services due to project delay and to extend the contract term by 2 months, from July 31, 2020 to September 30, 2020, for the Saddleback College Stadium and Site Improvement project.  SOCCCD	\$120,000.00	\$1,966,579.00
H.	<u>APSI Construction Management</u> Construction Management Services Agreement Amendment No. 2 – For additional services due to delay in project schedule and to extend the contract term by 2 months from July 31, 2020 to September 30, 2020, for the Saddleback College Stadium and Site Improvement project  SOCCCD	\$190,485.00	\$1,838,337.00
I.	<u>SS+K Construction, Inc.</u> Construction Services Agreement Change Order No. 1 – To remove phasing restrictions due to the cancellation of fall sports, for the Saddleback College PE Renovation project.  SOCCCD	\$0	\$1,661,507.00

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

J.	<u>SS+K Construction, Inc.</u> Construction Services Agreement Amendment No. 1 – To include the COVID-19 Contractor Responsibilities Article, for the Saddleback College PE Renovation project.  SOCCCD	\$0	\$1,661,507.00
K.	<u>SS+K Construction, Inc.</u> Construction Services Agreement Amendment No. 1 – To include the COVID-19 Contractor Responsibilities Article, for the Irvine Valley College Building B200 Chemistry Classroom Year 2 project.  SOCCCD	\$0	\$1,506,305.20
L.	<u>New America Beauty Education Corp., DBA California Beauty Academy</u> Cosmetology Agreement Amendment No. 3 – To include provisions related to specific areas of District oversight with regard to instruction of District's students.  SOCCCD	\$0	\$500,000.00
M.	<u>Saddleback Beauty Academy</u> Cosmetology Agreement Amendment No. 2 – To include provisions related to specific areas of District oversight with regard to instruction of District's students.  SOCCCD	\$0	\$750,000.00
N.	<u>Santa Ana Beauty Academy</u> Cosmetology Agreement Amendment No. 2 – To include provisions related to specific areas of District oversight with regard to instruction of District's students.  SOCCCD	\$0	\$500,000.00
O.	<u>Santa Ana Beauty Academy</u> Cosmetician Agreement Amendment No. 2 – To include provisions related to specific areas of District oversight with regard to instruction of District's students.  SOCCCD	\$0	\$500,000.00

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



P.	<u>Fortus Enterprises Corporation DBA Nimble Consulting</u> Software Engineering Services Agreement Amendment No. 2 – To increase agreement value and exercise the option to extend the contract term by 12 months, from August 31, 2020 to August 31, 2021.  SOCCCD	\$274,176.00	\$822,528.00
Q.	<u>Thomco Construction, Inc.</u> Construction Services Agreement Change Order No. 01 – For framing and fire alarm work due to unforeseen conditions, to taper the roof to improve conditions beyond the scope, and to extend the contract term by 5 days, from August 14, 2020 to August 19, 2020, for the IVC B100 Exterior Improvements project.  SOCCCD	\$18,879.79	\$749,058.79
R.	<u>Synergy Software Solutions, Inc.</u> Software Engineering Services Agreement Amendment No. 2 – To increase agreement value and to exercise the option to extend the contract term for 12 months, from August 31, 2020 to August 31, 2021.  SOCCCD	\$215,712.00	\$647,136.00
S.	<u>iSpace, Inc.</u> Quality Assurance Services Amendment No. 3 – To increase agreement value and to exercise the option to extend the contract term 12 months, from August 31, 2020 to August 31, 2021.  SOCCCD	\$202,000.00	\$626,000.00
T.	<u>Redisq Technologies, LLC</u> Software Engineering Services Agreement Amendment No. 2 – To increase agreement value and to exercise the option to extend the contract term for 12 months, from August 31, 2020 to August 31, 2021.  SOCCCD	\$165,312.00	\$495,936.00

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

U.	<u>Strategic Education Services</u> State Legislative Advocacy Services Amendment No. 1 – To increase agreement value and exercise the option to extend the contract term for 12 months, from July 31, 2020 to July 31, 2021.  SOCCCD	\$39,900.00	\$109,500.00
V.	<u>M. Arthur Gensler</u> Design Services Agreement Amendment No. 3 – To extend the contract term 30 days, from September 2, 2020 to October 2, 2020, and include the COVID-19 Architect Responsibilities Article, for the ATEP Phase 1 Campus Site Signage project.  SOCCCD	\$0	\$184,780.00
W.	<u>The Scion Group, LLC</u> Student Housing Feasibility Study Agreement Amendment No. 1 – To revise the commencement of services date by 13 months, from June 23, 2020 to August 1, 2021.  SOCCCD	\$0	\$184,350.00
X.	<u>The Solis Group</u> Labor Compliance Services Agreement Amendment No. 1 – For additional services due to project delay and to extend the contract term by 1 month, from August 31, 2020 to September 30, 2020, for the ATEP Phase 1 Campus Site Signage project.  SOCCCD	\$1,741.00	\$15,669.00
Y.	<u>The Solis Group</u> Labor Compliance Services Agreement Amendment No. 1 – To extend the contract term 2 months, from August 31, 2020 to October 31, 2020, for the Saddleback College A/V Refresh Phase 3 project.  SOCCCD	\$0	\$7,980.00

### **RECOMMENDATION**

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

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



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSCBRFP-ITPSA-791-2019 between Experis US, Inc. and South Orange County Community College District for the Master Agreements for the IT Consultant Services for the Student Information System.

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

1. COVID-19 Consultant Responsibilities: In order to quickly and effectively respond to a potential COVID-19 exposure event and to mitigate transmission of the virus between contractors, vendors and suppliers under contract with the District and District staff, employees, and students, the Consultant shall adhere to the this provision without exception: Consultant shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Vendor and any of its employees performing work on District property pursuant to the terms of this Contract, Consultant shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**EXPERIS US, INC.**

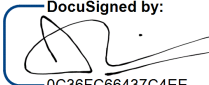
Signature:  DocuSigned by:  
C2C6F56B9C7F44A...

Print Name: Cesiah Kessler

Title: Sr Regional Vice President

Date: 8/14/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  DocuSigned by:  
0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs

Date: 8/14/2020



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSCBRFP-ICA-639-2019 between Goodwill Industries of Orange County and South Orange County Community College District for the Master Agreement to provide student accommodations for interpreting and closed captioning services District Wide..

Goodwill Industries of Orange County and South Orange County Community College District do mutually agree as follows:

1. COVID-19 Contractor Responsibilities: In order to quickly and effectively respond to a potential COVID-19 exposure event and to mitigate transmission of the virus between contractors, vendors and suppliers under contract with the District and District staff, employees, and students, the Contractor shall adhere to the this provision without exception: Contractor shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Contractor and any of its employees performing work on District property pursuant to the terms of this Contract, Contractor shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health..

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**GOODWILL INDUSTRIES OF ORANGE COUNTY**

Signature:  60C829061671432...

Print Name: Richard Adams

Title: vic President of Human Services

Date: 9/9/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs

Date: 9/9/2020



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSIT-CUSTOM-1705-2020 between Management Applications, Inc. and South Orange County Community College District for the Master Agreement for IT Consultant Services.

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

1. COVID-19 Consultant Responsibilities: In order to quickly and effectively respond to a potential COVID-19 exposure event and to mitigate transmission of the virus between contractors, vendors and suppliers under contract with the District and District staff, employees, and students, the Consultant shall adhere to the this provision without exception: Consultant shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Vendor and any of its employees performing work on District property pursuant to the terms of this Contract, Consultant shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**MANAGEMENT APPLICATIONS, INC.**

Signature:  03BDD495D9784D9...

Print Name: Jay Bushman

Title: President & CEO

Date: 8/21/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs

Date: 8/21/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSCBRFP-ICA-763-2019 between Quick Caption and South Orange County Community College District for the Master Agreement for interpreting and closed captioning services District Wide..

Quick Caption and South Orange County Community College District do mutually agree as follows:

1. COVID-19 Contractor Responsibilities: In order to quickly and effectively respond to a potential COVID-19 exposure event and to mitigate transmission of the virus between contractors, vendors and suppliers under contract with the District and District staff, employees, and students, the Contractor shall adhere to the this provision without exception: Contractor shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Contractor and any of its employees performing work on District property pursuant to the terms of this Contract, Contractor shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health..

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**QUICK CAPTION**

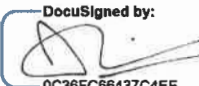
Signature:  DocuSigned by:  
FB33C68C089B4DB...

Print Name: Antha ward

Title: President

Date: 8/17/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  DocuSigned by:  
0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Srvs.

Date: 8/17/2020



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSCBRFP-SUPP-765-2019 between The Solis Group and South Orange County Community College District for the Master Agreement for Labor Compliance Services..

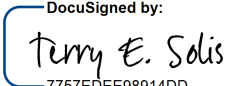
The Solis Group and South Orange County Community College District do mutually agree as follows:

1. COVID-19 Consultant Responsibilities: In order to quickly and effectively respond to a potential COVID-19 exposure event and to mitigate transmission of the virus between contractors, vendors and suppliers under contract with the District and District staff, employees, and students, the Consultant shall adhere to the this provision without exception: Consultant shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Vendor and any of its employees performing work on District property pursuant to the terms of this Contract, Consultant shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

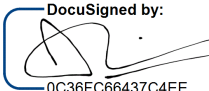
**THE SOLIS GROUP**

Signature:   
 Print Name: Terry E. Solis

Title: Chair and Secretary of the Board

Date: 8/21/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:   
 Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs

Date: 8/21/2020





**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 2

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

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

1. This Amendment pertains to Article 9 District Responsibilities of original contract and identifies specific areas of district oversight with regard to instruction of District's students.

Under Article 9 – District Responsibilities:

- 9.1.a – The DISTRICT will enter into a separate contract with each employee of the CONTRACTOR providing instruction to the DISTRICT's students clearly stating that the DISTRICT has the primary right to control and direct the instructional activities of the instructor.
- 9.1.b – The DISTRICT is responsible for the educational program provided by the CONTRACTOR to the DISTRICT's students.
- 9.1.c – The DISTRICT exercises control and supervision over the educational program provided by the CONTRACTOR to the DISTRICT's students in the following manner:
  - Conducting on-site inspections at least bi-weekly;
  - Conducting a meeting four times per year to provide program communication and objectives;
  - Directing the curriculum taught and curriculum process;
  - Coordinating the program review process with the CONTRACTOR; and
  - Ensuring all instructors meet minimum qualifications.

The above list is not meant to be an exhaustive list rather a representative sample of the DISTRICT's responsibility over the program.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**ADVANCE BEAUTY COLLEGE, INC.**

Signature:   
DocuSigned by:  
05C138DE9EA64E4...

Print Name: Linh Nguyen

Title: Vice President

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:   
DocuSigned by:  
0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs



Date: 8/25/2020

Date: 8/25/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 4

THIS AMENDMENT to AGREEMENT No. LFWD-FACCUST-2030-2020 between C.E.M. LAB Corporation and South Orange County Community College District for the Saddleback College Athletics Stadium and Site Improvements Project.

C.E.M. LAB Corporation and South Orange County Community College District do mutually agree as follows:

1. Article 11.15 for the original agreement provides that the Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT. To increase the contract value by \$120,000 for additional services due to a delay in overall project schedule, additional inspections and inclement weather revising the contract value from \$1,846,579 to a total contract value of \$1,966,579. 2. To extend the contract term by two (2) months, from July 31, 2020 to September 30, 2020.


Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**C.E.M. LAB CORPORATION**

Priya Jerome

Signature:

DocuSigned by:  
  
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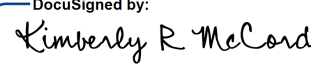
Print Name: TONY BINA EI

Title:

Date: 9/14/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:

DocuSigned by:  
  
C23148F4E3734BC...

Print Name: Kimberly R McCord

Title: Executive Director, Fiscal Services

Date: 9/14/2020

SOCCCD# LFWD-FACCUST-2030-2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 2

THIS AMENDMENT to AGREEMENT No. DSFP-FACCUST-1975-2020 between APSI Construction Management and South Orange County Community College District for the Construction Management Services for the Saddleback College Athletics Stadium and Site Improvements Project.

APSI Construction Management and South Orange County Community College District do mutually agree as follows:

1. Article 11.17 of the original agreement provide that the Agreement may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT. Due to the overall delay in project schedule, additional services in the amount of \$190,485 are necessary for a revised contract value from \$1,647,852 to \$1,838,337.
2. Extend the completion date by 2 months, from July 31, 2020 to September 30, 2020

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**APSI CONSTRUCTION MANAGEMENT**

Signature:  DocuSigned by:  
Atul Apte  
697D2DD250DA4EC...

Print Name: Atul Apte

Title: CEO

Date: 9/1/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  DocuSigned by:  
Ann-Marie Gabel  
BD544D412A99439... 

Print Name: Ann-Marie Gabel

Title: Vice Chancellor, Business Services

Date: 9/1/2020



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## CUPCAA CHANGE ORDER NUMBER 1

**PROJECT:** Saddleback College PE Renovation**DATED:** 7/27/2020**CONTRACTOR:** SS+K Construction, Inc.**SOCCCD PROJECT MANAGER NAME:** Matthew Blitch

Contractor is hereby directed to provide the extra work necessary to comply with this Change Order.

**DESCRIPTION OF CHANGE:** Due to the CCCAA cancellation of fall sports for the fall 2020 semester, the phasing restrictions on the PE Renovation project have been removed. All work can be completed in one phase. As per the SS+K Construction, Inc. bid form, there is no change to the contract price..

**COST** (This cost shall not be exceeded):

Original Contract Price:	\$	1,661,507.00
Previous Contract Price:	\$	1,661,507.00
Change Order Amount:	\$	0.00
New Contract Amount:	\$	1,661,507.00

## TIME FOR COMPLETION

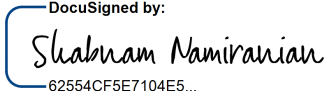
Original Completion Date:	January 20, 2021
Time for Completion of Change Order:	0.0 Days
New Completion Date:	January 20, 2021

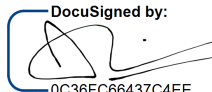
Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Project Documents. The amount of the charges under this Change Order is limited to the charges allowed under Article 5 of Field Services Agreement general Terms and Conditions or Article 4 of Contract for Labor and Materials Agreement general Terms and Conditions. The adjustment in the contract sum, if any, and the adjustment in the contract time, if any, set out in this Change Order shall constitute the entire compensation and/or adjustment in the contract time due Contractor arising out of the change in the work covered by this Change Order, unless otherwise provided in this Change Order. It is understood that this Change Order shall be effective when approved by the Governing Board of the District.

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

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

**SS+K CONSTRUCTION, INC.****SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  62554CF5E7104E5...

Signature:  0C36FC66437C4EE...

Print Name: Shabnam Namiranian

Print Name: Priya Jerome

Title: Principal

Title: Exec. Director, Procurement, Central Svcs. & RM

Date: 8/19/2020

Date: 8/19/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSFP-CUPCA5-1830-2020 between SS+K Construction, Inc. and South Orange County Community College District for the Saddleback College PE Renovation.

SS+K Construction, Inc. and South Orange County Community College District do mutually agree as follows:

1. COVID-19 Contractor Responsibilities: Prior to commencing any work under this Agreement, Contractor shall be required to develop and submit to the District its COVID-19 Exposure Response and Prevention Plan (the "Plan") that is consistent with Cal/OSHA and CDC guidance. The Plan at a minimum shall require Contractor to immediately notify the District (Construction Manager) of any possible COVID-19 infections or potential COVID-19 exposure events involving Contractor and any of its employees, subcontractors and/or suppliers performing work on District property pursuant to the terms of this Contract.

The Plan shall be developed and based on the current information available from Cal/OSHA and CDC, and shall be amended by Contractor as may be appropriate based on further information provided by Cal/OSHA and CDC and other public officials. Contractor shall promptly provide to the District any amendments or revisions to its adopted Plan. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed worker has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**SS+K Construction, Inc.**

Signature:

DocuSigned by:  
*Shabnam Namiranian*  
62564CF5E7104E5...

Print Name: Shabnam Namiranian

Title: Principal

Date: 8/21/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:

DocuSigned by:  
*Priya Jerome*  
0C38FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs. &amp; RM

Date: 9/1/2020



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. IVCFMO-FACCUST-1709-2020 between SS+K Construction, Inc. and South Orange County Community College District for the IVC Building B200 Chemistry Classroom Year 2 Project.

SS+K Construction, Inc. and South Orange County Community College District do mutually agree as follows:

1. COVID-19 Contractor Responsibilities. Prior to commencing any work under this Agreement, Contractor shall be required to develop and submit to the District its COVID-19 Exposure Response and Prevention Plan (the "Plan") that is consistent with Cal/OSHA and CDC guidance. The Plan at a minimum shall require Contractor to immediately notify the District (Construction Manager) of any possible COVID-19 infections or potential COVID-19 exposure events involving Contractor and any of its employees, subcontractors and/or suppliers performing work on District property pursuant to the terms of this Contract.

The Plan shall be developed and based on the current information available from Cal/OSHA and CDC, and shall be amended by Contractor as may be appropriate based on further information provided by Cal/OSHA and CDC and other public officials. Contractor shall promptly provide to the District any amendments or revisions to its adopted Plan. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed worker has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**SS+K CONSTRUCTION, INC.**

Signature:   
DocuSigned by:  
82554CF5E7104E5...

Print Name: Shabnam Namiranian

Title: Principal

Date: 9/1/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:   
DocuSigned by:  
0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs. & I

Date: 9/1/2020





**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 3

THIS AMENDMENT to AGREEMENT No. SN007101 between California Beauty Academy and South Orange County Community College District for the Instructional Agreements for Cosmetology Training (Board of Trustees approved on 5/20/2019).

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


1. This Amendment pertains to Article 9 District Responsibilities of original contract and identifies specific areas of district oversight with regard to instruction of District's students.
  - 9.1.a – The DISTRICT will enter into a separate contract with each employee of the CONTRACTOR providing instruction to the DISTRICT's students clearly stating that the DISTRICT has the primary right to control and direct the instructional activities of the instructor.
  - 9.1.b – The DISTRICT is responsible for the educational program provided by the CONTRACTOR to the DISTRICT's students.
  - 9.1.c – The DISTRICT exercises control and supervision over the educational program provided by the CONTRACTOR to the DISTRICT's students in the following manner:
    - Conducting on-site inspections at least bi-weekly;
    - Conducting a meeting four times per year to provide program communication and objectives;
    - Directing the curriculum taught and curriculum process;
    - Coordinating the program review process with the CONTRACTOR; and
    - Ensuring all instructors meet minimum qualifications.

The above list is not meant to be an exhaustive list rather a representative sample of the DISTRICT's responsibility over the program.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**CALIFORNIA BEAUTY ACADEMY**

Signature:  B519538FE7F64BC...

Print Name: Dr. Jonathan Nguyen

Title: School Director

Date: 8/24/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs

Date: 8/24/2020





**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 2

THIS AMENDMENT to AGREEMENT No. SN007100 between Saddleback Beauty Academy and South Orange County Community College District for the Instructional Agreements for Cosmetology Training (Board of Trustees approved on 5/20/2019).

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

1. This Amendment pertains to Article 9 District Responsibilities of original contract and identifies specific areas of district oversight with regard to instruction of District's students.
  - 9.1.a – The DISTRICT will enter into a separate contract with each employee of the CONTRACTOR providing instruction to the DISTRICT's students clearly stating that the DISTRICT has the primary right to control and direct the instructional activities of the instructor.
  - 9.1.b – The DISTRICT is responsible for the educational program provided by the CONTRACTOR to the DISTRICT's students.
  - 9.1.c – The DISTRICT exercises control and supervision over the educational program provided by the CONTRACTOR to the DISTRICT's students in the following manner:
    - Conducting on-site inspections at least bi-weekly;
    - Conducting a meeting four times per year to provide program communication and objectives;
    - Directing the curriculum taught and curriculum process;
    - Coordinating the program review process with the CONTRACTOR; and
    - Ensuring all instructors meet minimum qualifications.

The above list is not meant to be an exhaustive list rather a representative sample of the DISTRICT's responsibility over the program.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**SADDLEBACK BEAUTY ACADEMY**

Signature:    
99F27ACE3CA3438...

Print Name: Kayla Takano

Title: CEO

Date: 8/21/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:    
0C36FC68437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs

Date: 8/21/2020



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 2

THIS AMENDMENT to AGREEMENT No. SN007102 between Santa Ana Beauty Academy and South Orange County Community College District for the Instructional Agreements for Cosmetician Training (Board of Trustees approved on 5/20/2019).

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

1. This Amendment pertains to Article 9 District Responsibilities of original contract and identifies specific areas of district oversight with regard to instruction of District's students.
  - 9.1.a – The DISTRICT will enter into a separate contract with each employee of the CONTRACTOR providing instruction to the DISTRICT's students clearly stating that the DISTRICT has the primary right to control and direct the instructional activities of the instructor.
  - 9.1.b – The DISTRICT is responsible for the educational program provided by the CONTRACTOR to the DISTRICT's students.
  - 9.1.c – The DISTRICT exercises control and supervision over the educational program provided by the CONTRACTOR to the DISTRICT's students in the following manner:
    - Conducting on-site inspections at least bi-weekly;
    - Conducting a meeting four times per year to provide program communication and objectives;
    - Directing the curriculum taught and curriculum process;
    - Coordinating the program review process with the CONTRACTOR; and
    - Ensuring all instructors meet minimum qualifications.

The above list is not meant to be an exhaustive list rather a representative sample of the DISTRICT's responsibility over the program.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**SANTA ANA BEAUTY ACADEMY**

Signature:  DocuSigned by:  
FC279DE09BE1434...

Print Name: Tammy Nguyen

Title: Owner

Date: 9/8/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  DocuSigned by:  
0C36FC6B437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs

Date: 9/8/2020



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 2

THIS AMENDMENT to AGREEMENT No. SN007102 between Santa Ana Beauty Academy and South Orange County Community College District for the Instructional Agreements for Cosmetology Training (Board of Trustees approved on 5/20/2019).

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

1. This Amendment pertains to Article 9 District Responsibilities of original contract and identifies specific areas of district oversight with regard to instruction of District's students.
  - 9.1.a – The DISTRICT will enter into a separate contract with each employee of the CONTRACTOR providing instruction to the DISTRICT's students clearly stating that the DISTRICT has the primary right to control and direct the instructional activities of the instructor.
  - 9.1.b – The DISTRICT is responsible for the educational program provided by the CONTRACTOR to the DISTRICT's students.
  - 9.1.c – The DISTRICT exercises control and supervision over the educational program provided by the CONTRACTOR to the DISTRICT's students in the following manner:
    - Conducting on-site inspections at least bi-weekly;
    - Conducting a meeting four times per year to provide program communication and objectives;
    - Directing the curriculum taught and curriculum process;
    - Coordinating the program review process with the CONTRACTOR; and
    - Ensuring all instructors meet minimum qualifications.

The above list is not meant to be an exhaustive list rather a representative sample of the DISTRICT's responsibility over the program.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**SANTA ANA BEAUTY ACADEMY**


Signature:  DocuSigned by:  
FC279DE08BE1434...

Print Name: Tammy Nguyen

Title: Owner

Date: 8/19/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  DocuSigned by:  
0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs

Date: 8/19/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 2

THIS AMENDMENT to AGREEMENT No. LFWD-ITPSA-2039-2020 between Fortus Enterprises Corporation DBA Nimble Consulting and South Orange County Community College District for the software engineering services in support of various SOCCCD systems such as SIS, MySite and My Academic Plan, pursuant to Board Resolution 18-02.

Fortus Enterprises Corporation DBA Nimble Consulting and South Orange County Community College District do mutually agree as follows:

1. Exercise option to extend term by an additional twelve (12) months through August 31, 2021 (Year 3) and increase contract value by \$274,176 for a new total contract value of \$822,528.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**FORTUS ENTERPRISES CORPORATION DBA  
NIMBLE CONSULTING**

DocuSigned by:  
Signature:   
868C6AABE2444D1...

Print Name: Christian Hira

Title:

Date: 9/3/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT**

DocuSigned by:  
Signature:   
BD544D412A99439...

Print Name: Ann-Marie Gabel

Title: Vice Chancellor, Business Services

Date: 9/4/2020

BOT Approved 8-27-2018





## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## CHANGE ORDER 01

**PROJECT:** B100 Exterior Improvements, IVC**DATED:** May 8, 2020**CONTRACTOR:** Thomco Construction, Inc.**SOCCCD PROJECT MANAGER NAME:** Parker Davis

Contractor is hereby directed to provide the extra work necessary to comply with this Change Order.

**DESCRIPTION OF CHANGE:** Framing and fire alarm work due to unforeseen conditions; roofing taper to improve conditions beyond scope of design.**COST** (This cost shall not be exceeded):

Original Contract Price:	\$	730,179.00
Previous Contract Price:	\$	730,179.00
Change Order Amount:	\$	18,879.79
<b>New Contract Amount:</b>	<b>\$</b>	<b>749,058.79</b>

**TIME FOR COMPLETION**

Original Completion Date:	August 14, 2020
Previous Completion Date:	August 14, 2020
Time for Completion of Change Order:	5 Calendar Days
<b>New Completion Date:</b>	<b>August 19, 2020</b>

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

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

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

**CONTRACTOR**

DocuSigned by:

Signature of Authorized Representative

Dillon Thompson

Project Manager Name

Title  
9/23/2020

Date

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

DocuSigned by:

Signature of Authorized Representative

Priya Jerome

Exec. Director, Procurement, Central Svcs. &amp; RM

Title  
9/23/2020

Date

PO# IVCFMO-CUSTOM-1429-2020

Page 1 | 1

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 2

THIS AMENDMENT to AGREEMENT No. LFWD-ITPSA-2040-2020 between Synergy Software Solutions, Inc. and South Orange County Community College District for the software engineering services in support of various SOCCCD systems such as SIS, MySite and My Academic Plan, pursuant to Board Resolution 18-02.


Synergy Software Solutions, Inc. and South Orange County Community College District do mutually agree as follows:

1. Exercise option to extend term by an additional twelve (12) months through August 31, 2021 (Year 3) and increase contract value by \$215,712 for a new total contract value of \$647,136.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**SYNERGY SOFTWARE SOLUTIONS, INC.**

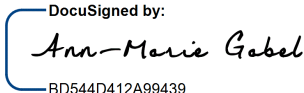
Signature:  5810F6466760434...

Print Name: Pratik Modi

Title:

Date: 9/2/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  BD544D412A99439...

Print Name: Ann-Marie Gabel

Title: Vice Chancellor, Business Services

Date: 9/2/2020

BOT Approved 8/27/2018

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 3

THIS AMENDMENT to AGREEMENT No. LFWD-ITPSA-2041-2020 between iSpace, Inc. and South Orange County Community College District for the quality assurance services in support of various SOCCCD systems such as SIS and My Academic Plan, pursuant to Board of Trustees approval June 25, 2018.

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

1. Exercise option to extend term by an additional twelve (12) months through August 31, 2021 (Year 3) and increase contract value by \$202,000 for a new total contract value of \$626,000.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**ISPACE, INC.**

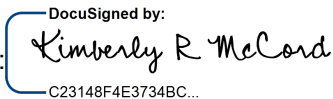
Signature:   
3AA0993201FC4EB...

Print Name: Mickey walker

Title: Administrative Director

Date: 9/11/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:   
C23148F4E3734BC...

Print Name: Kimberly R McCord

Title: Executive Director, Fiscal Services

Date: 9/14/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 2

THIS AMENDMENT to AGREEMENT No. LFWD-ITPSA-2042-2020 between Redisq Technologies, LLC and South Orange County Community College District for the software engineering services in support of various SOCCCD systems such as SIS, MySite and My Academic Plan, pursuant to Board Resolution 18-20.

Redisq Technologies, LLC and South Orange County Community College District do mutually agree as follows:

1. Exercise option to extend term by an additional twelve (12) months through August 31, 2021 (Year 3) and increase contract value by \$165,312 for a new total contract value of \$495,936.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**REDISQ TECHNOLOGIES, LLC**

Signature:  18B4B4CFCB7F465...

Print Name: Mollishree Sawhney

Title:

Date: 9/4/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  BD544D412A99439...

Print Name: Ann-Marie Gabel

Title: Vice Chancellor, Business Services

Date: 9/4/2020

BOT Approved 8/27/2018



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. LFWD-PSA-1858-2020 between Strategic Education Services and South Orange County Community College District for the state legislative advocacy services for the District.

Strategic Education Services and South Orange County Community College District do mutually agree as follows:

1. To increase contract value by \$39,900 for state legislative advocacy services for the District from current agreement amount of \$69,600 to a total contract value of \$109,500 and to extend the term by one year to 07/31/2021.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**STRATEGIC EDUCATION SERVICES**

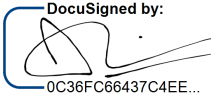
Signature:  DocuSigned by:  
B8918D7293BC46D...

Print Name: Dale Shimasaki

Title: CEO

Date: 9/1/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  DocuSigned by:  
0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs

Date: 9/1/2020



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 3

THIS AMENDMENT to AGREEMENT No. DSFP-FACCUST-2080-2020 between Gensler and South Orange County Community College District for the Wayfinding Signage Design Services Agreement at ATEP.

Gensler and South Orange County Community College District do mutually agree as follows:

1. To extend the term of the agreement 30 days, from September 2, 2020 to October 2, 2020~~2~~.  
 COVID-19 Architect responsibilities: In order to quickly and effectively respond to a potential COVID-19 exposure event and to mitigate transmission of the virus between contractors, vendors and suppliers under contract with the District and District staff, employees, and students, the Architect shall adhere to the this provision without exception: Architect shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Vendor and any of its employees performing work on District property pursuant to the terms of this Contract, Architect shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**GENSLER**

Signature:

Print Name: Deborah Shepley

Title: Principal

Date: September 17, 2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:

DocuSigned by:  
  
 0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs

Date: 9/22/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSFP-PSA-1699-2020 between The Scion Group LLC and South Orange County Community College District for the Student Housing Feasibility Study.

The Scion Group LLC and South Orange County Community College District do mutually agree as follows:

1. Revise the commencement of services date in Section 2 Term from June 23, 2020 to August 1, 2021. The change in start date for the commencement of services shall have no effect on pricing. All pricing shall remain firm through the entirety of the Agreement term including the new revised start date for the commencement of services.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**THE SCION GROUP LLC**

Signature:  99852E7A28C74AA...

Print Name: Jay Pearlman

Title: Senior VP

Date: 9/2/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs

Date: 9/2/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSFP-PSA-868-2020 between The Solis Group and South Orange County Community College District for the ATEP Phase 1 Campus Site Signage project.

The Solis Group and South Orange County Community College District do mutually agree as follows:

1. Revise the completion date from August 31, 2020 to September 30, 2020 and increase the contract value by \$1,741 from \$13,928 to a new total contract value \$15,669.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

**THE SOLIS GROUP**

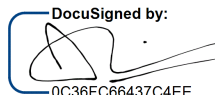
Signature:  7757EDEE98914DD...

Print Name: Terry E. Solis

Title: Chair and Secretary of the Board

Date: 8/24/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:  0C36FC66437C4EE...

Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs. & P

Date: 8/24/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**AMENDMENT to AGREEMENT**

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSCBRFP-SUPP-1167-2020 between The Solis Group and South Orange County Community College District for the Saddleback A/V Classroom Refresh Phase 3 Project..

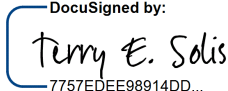
The Solis Group and South Orange County Community College District do mutually agree as follows:

1. Revise the completion date from August 31, 2020 to October 31, 2020 for Labor Compliance services. No change to the total contract value.

Where any Article or portion is amended or superseded, the balance of that Article not specifically amended or superseded shall remain in effect as originally written. Where any Article or portion thereof is supplemented, that supplement shall be considered added thereto, and the original provisions of the Article shall remain in effect as originally written. Where any Paragraph or Section is referenced, such Paragraph or Section is superseded and replaced by the language herein. Except as amended herein, the terms and conditions of the original AGREEMENT shall remain in full force and effect.

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

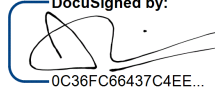
**THE SOLIS GROUP**

Signature:   
Print Name: Terry E. Solis

Title: Chair and Secretary of the Board

Date: 8/24/2020

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Signature:   
Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Svcs. &amp; RM

Date: 8/24/2020

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

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### **BACKGROUND**

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

### **STATUS**

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

- 27 purchase orders \$5,000 and above amounting to \$1,743,207.97
- 193 purchase orders below \$5,000 amounting to \$139,237.50
- Combined total for all purchase orders is \$1,882,445.47

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

The District processed 768 checks in the amount of \$19,158,402.32 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 26, 2020 through September 24, 2020

<b>PO #</b>	<b>Supplier</b>	<b>Location</b>	<b>Description</b>	<b>Amount</b>
P198532	American Book Returns, LLC	IVC	Book Drop for Laser Way	7,210.12
P198496	Arc Document Solutions, LLC	IVC	Social Distancing Graphics	23,205.56
P198469	Arc Document Solutions, LLC	SC	Plexiglass Barriers	15,141.03
P198326	Blue Violet Networks, LLC	IVC	Equipment and Materials for Access Control Project - BSTIC - CMAS Board Approved 02/24/18	499,356.69
P198362	BSN Sports LLC	IVC	Men's Basketball Uniform Supplies (Practice Jerseys, Shorts, Shirts, Shoes, Socks)	9,258.98
P198361	BSN Sports LLC	IVC	Baseball Uniform Supplies (Stirrups, Belts, Hoodies, Long Sleeve Shirts, Pants)	6,211.30
P198491	BSN Sports LLC	IVC	Women's Basketball Uniform Supplies (Socks, Shoes, Shorts, Hoodies, Shirts)	5,221.35
P198508	California Canopy	SOCCCD	Canopies for Tennis Center	6,432.71
SN008693/JAG2086	ComputerLand of Silicon Valley	SOCCCD	Microsoft Campus-wide Licensing - FCCC Board Approved 08/31/20	462,760.00
P198413	Diamond A Equipment, LLC	SOCCCD	Field Maintenance Equipment for Stadium Project	5,376.73
P198357	Division of the State Architect	SOCCCD	Plan Check Fees for the IVC Soccer and Practice Fields Project	65,550.00
SN008651/JAG2010	Experis US, Inc.	SOCCCD	Work Order for IT Consultant Svcs. for Student Information Systems - Board Approved 11/18/19	194,832.00
P198386	Global Equipment Company, Inc.	IVC	Touchless Hand Washing Stations	19,823.28
SN008597/JAG1841	Goodwill Industries of Orange	SC	Task Order for Sign Language Interpreting and Closed Captioning Svcs. - Board Approved 09/23/19	45,000.00
P198534	GST	SC	Chromebooks for students	44,347.32
P198325	Medical Shipment, LLC	SC	Disinfectant Wipes	6,921.11
P198531	Pacwest Air Filter, LLC	IVC	HVAC Filters	14,969.07
P198360	Pearson Education, Inc.	IVC	E-Textbooks for Biotechnology Dual Enrollment Program - Strong Workforce Regional	5,134.21
P198398	Pocket Nurse Enterprises, Inc.	SC	Nursing Crash Cart for student Simulation	10,582.82
SN008587/JAG1825	Quick Caption	IVC	Task Order for Sign Language Interpreting and Closed Captioning Svcs. - Board Approved 09/23/19	100,000.00
P198454	Ricoh USA, Inc.	IVC	Blanket PO for Language Arts and Math Copiers FY 20/21	8,200.00
P198399	Stryker Sales Corporation	SC	Manikan Gurneys for Health Sciences	10,248.75
P198431	Study in the USA, Inc.	SC	Online Advertisements for International Student Office	5,050.00
P198321	The Myers-Briggs Company	SC	Online MBTI and Strong Assessments for Counseling Classes	9,335.00
SN008616/JAG1911	The Solis Group	SOCCCD	Task Order for Labor Compliance Svcs. - SC PE Renovation Project - Board Approved 03/25/19	13,112.00
P198415	WAXIE Sanitary Supply	IVC	Custodial Equipment	31,126.02
P198507	Wenger Corporation	SOCCCD	Lockers and Equipment for PE Renovation Project - LACCCD Board Approved 08/31/20	118,801.92

<b>27 Purchase Orders \$5,000 and Above</b>	<b>1,743,207.97</b>
<b>193 Purchase Orders Under \$5,000</b>	<b>139,237.50</b>
<b>Total Purchase Orders</b>	<b>1,882,445.47</b>



**South Orange County Community College District**

**Purchase Order Ratification (Amount)**

August 26, 2020 through September 24, 2020

<b>PO #</b>	<b>Supplier</b>	<b>Location</b>	<b>Description</b>	<b>Amount</b>
P198326	Blue Violet Networks, LLC	IVC	Equipment and Materials for Access Control Project - BSTIC - CMAS Board Approved 02/24/18	499,356.69
SN008693/JAG2086	ComputerLand of Silicon Valley	SOCCCD	Microsoft Campus-wide Licensing - FCCC Board Approved 08/31/20	462,760.00
SN008651/JAG2010	Experis US, Inc.	SOCCCD	Work Order for IT Consultant Srvs. for Student Information Systems - Board Approved 11/18/19	194,832.00
P198507	Wenger Corporation	SOCCCD	Lockers and Equipment for PE Renovation Project - LACCCD Board Approved 08/31/20	118,801.92
SN008587/JAG1825	Quick Caption	IVC	Task Order for Sign Language Interpreting and Closed Captioning Srvs. - Board Approved 09/23/19	100,000.00
P198357	Division of the State Architect	SOCCCD	Plan Check Fees for the IVC Soccer and Practice Fields Project	65,550.00
SN008597/JAG1841	Goodwill Industries of Orange	SC	Task Order for Sign Language Interpreting and Closed Captioning Srvs. - Board Approved 09/23/19	45,000.00
P198534	GST	SC	Chromebooks for students	44,347.32
P198415	WAXIE Sanitary Supply	IVC	Custodial Equipment	31,126.02
P198496	Arc Document Solutions, LLC	IVC	Social Distancing Graphics	23,205.56
P198386	Global Equipment Company, Inc.	IVC	Touchless Hand Washing Stations	19,823.28
P198469	Arc Document Solutions, LLC	SC	Plexiglass Barriers	15,141.03
P198531	Pacwest Air Filter, LLC	IVC	HVAC Filters	14,969.07
SN008616/JAG1911	The Solis Group	SOCCCD	Task Order for Labor Compliance Srvs. - SC PE Renovation Project - Board Approved 03/25/19	13,112.00
P198398	Pocket Nurse Enterprises, Inc.	SC	Nursing Crash Cart for student Simulation	10,582.82
P198399	Stryker Sales Corporation	SC	Manikan Gurneys for Health Sciences	10,248.75
P198321	The Myers-Briggs Company	SC	Online MBTI and Strong Assessments for Counseling Classes	9,335.00
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P198454	Ricoh USA, Inc.	IVC	Blanket PO for Language Arts and Math Copiers FY 20/21	8,200.00
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P198325	Medical Shipment, LLC	SC	Disinfectant Wipes	6,921.11
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P198491	BSN Sports LLC	IVC	Women's Basketball Uniform Supplies (Socks, Shoes, Shorts, Hoodies, Shirts)	5,221.35
P198360	Pearson Education, Inc.	IVC	E-Textbooks for Biotechnology Dual Enrollment Program - Strong Workforce Regional	5,134.21
P198431	Study in the USA, Inc.	SC	Online Advertisements for International Student Office	5,050.00

<b>27 Purchase Orders \$5,000 and Above</b>	<b>1,743,207.97</b>
<b>193 Purchase Orders Under \$5,000</b>	<b>139,237.50</b>
<b>Total Purchase Orders</b>	<b>1,882,445.47</b>





South Orange County Community College District

EXHIBIT C

Page 1 of 1

Check Ratification

August 26, 2020 through September 24, 2020

<b><u>Fund</u></b>	<b><u>Checks</u></b>	<b><u>Amount</u></b>
01 General Fund	651	12,061,068.08
09 SC Community Education	6	9,152.06
12 Child Development	3	29,326.92
40 Capital Outlay	94	6,505,170.39
68 Self Insurance	2	2,261.36
71 Retiree Benefit	2	501,008.60
95 SC Associated Student Government	8	39,903.16
96 IVC Associated Student Government	2	10,511.75
<b>Total</b>	<b>768</b>	<b>19,158,402.32</b>

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contracts

**ACTION:** Ratification

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**BACKGROUND**

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

**STATUS**

From August 13, 2020 through September 14, 2020, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved 137 total contracts following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	71	≥\$5,000 to <\$200,000	\$2,185,270.81
B	9	\$ Zero Value	\$0.00
C	5	≥\$15,000 to <\$200,000	\$573,982.64
N/A	52	Under \$5,000	\$96,500.47
TOTAL	<b>137</b>		<b>\$2,855,753.92</b>

**RECOMMENDATION**

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



**August 13, 2020 through September 14, 2020**  
**Contracts with Values between \$5,000 and \$200,000**  
**Board Date: October 19, 2020**

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

<u>DS Services of America, Inc.</u> Independent Contractor Agreement (Amend No. 1) – No-cost revision to include COVID-19 clause to provide District-wide bottled water and cooler delivery services as needed through 3/31/2022. District Services	\$150,000.00
<u>P2S, Inc.</u> Professional Services Agreement – To provide IT consulting services for Saddleback College Campus-Wide Outdoor Wireless Network Project from 9/9/2020 to 7/31/2021. District Services	\$118,975.00
<u>The RP Group, Inc.</u> Professional Services Agreement – To provide research and evaluation services to promote an embedded guided pathways model for the Veterans Resource Center Innovation Grant from 9/1/2020 to 4/30/2021. Irvine Valley College	\$104,500.00
<u>Career America LLC dba Ocelot</u> Software License Agreement – For Enrollment Management Chatbot used by Financial Aid from 9/1/2020 to 8/31/2023. Irvine Valley College	\$100,500.00
<u>City of Irvine</u> Memorandum of Understanding – To receive Educational Partnership Fund Grant awarded by the City to provide scholarships and support participation in the Early College Program from 7/1/2020 to 6/30/2021. Irvine Valley College Foundation	\$100,000.00 Revenue
<u>Capitol Advocacy Partners LLC</u> Professional Services Agreement – To provide federal legislative advocacy services from 7/1/2020 to 6/30/2022. District Services	\$96,000.00
<u>CodeSpeak Labs LLC</u> Educational Services Agreement – To provide computer coding classes for the Community Education program from 8/1/2020 to 7/31/2021. Saddleback College	\$95,000.00

<u>Orange County Transportation Authority</u> Cooperative Agreement – To host a college pass pilot program to provide unlimited fixed-route bus rides for students from 8/24/2020 to 8/23/2023. Saddleback College – ASG	\$80,000.00
<u>United States Veterans Initiative</u> Professional Services Agreement (Amend No. 1) – To increase contract value by \$40,000 from current agreement amount of \$36,000 for additional mental health services at the Veterans Resource Center and to extend term by one year through 6/30/2021. Irvine Valley College	\$76,000.00
<u>Hyland LLC</u> Software License Agreement – Renewal of Perceptive Content document management software from 7/1/2020 to 6/30/2021. District Services District Services	\$70,962.94
<u>Chaffey Community College District</u> Memorandum of Understanding – Received sub-award from the California Employment Training Panel (ETP) to provide local companies with workforce training from 7/1/2020 to 6/30/2021. Saddleback College	\$62,000.00 Revenue
<u>Smith-Emery Laboratories</u> Geotechnical Testing & Inspection Services Agreement (Amend No. 1) – No-cost two-month extension for ATEP Phase 1 Campus Site Signage Project through 9/30/2020. District Services	\$61,302.00
<u>Strategic Kids LLC</u> Educational Services Agreement – To provide Learning with Lego classes for the Community Education program from 8/1/2020 to 7/31/2021. Saddleback College	\$60,000.00
<u>Owen Group Limited Partnership</u> Engineering Services Agreement (Amend No. 1) – To increase contract value by \$9,600 from current agreement amount of \$49,860 to provide commissioning services for the replacement of existing variable air volume (VAV) boxes with new VAV boxes in the BGS building through 4/15/2020. Saddleback College	\$59,460.00
<u>P2S, Inc.</u> Engineering Services Agreement – To provide engineering design services for Fine Arts Patio Electrical Design Phase 2 Project from 8/13/2020 to 12/12/2021. Saddleback College	\$49,800.00

<u>WSP USA, Inc.</u> Labor Compliance Services Agreement (Amend No. 2) – To increase contract amount by \$7,345 from current agreement amount of \$38,386 to support close out services for the Stadium Project and to extend term by six months through 11/30/2020. Saddleback College	\$45,731.00
<u>Lil' Chef School</u> Educational Services Agreement – To provide cooking classes for the Community Education program from 8/1/2020 to 7/31/2021. Saddleback College	\$40,000.00
<u>Nancy Ewbank Miller</u> Professional Services Agreement – To provide research, reporting, fiscal and policy guidelines, and related consulting services to the Adult Education program on behalf of the South Orange County Regional Consortium in support of California Adult Education Programs from 7/15/2020 to 6/30/2021. Saddleback College	\$40,000.00
<u>University of Southern California</u> Professional Services Agreement – To provide virtual leadership training to Student Services faculty promoting equity, diversity, and inclusion from 11/27/2020 to 5/17/2021. Irvine Valley College	\$40,000.00
<u>RedRock Security &amp; Cabling, Inc.</u> Professional Services Agreement (Amend No. 1) – No-cost revision to include COVID-19 clause and protocol and to extend term by six months for data transfer to new Imron access system through 12/31/2020. District Services	\$38,561.25
<u>Vital Link</u> Independent Contractor Agreement – To promote and coordinate virtual activities for Manufacturing Month event between colleges and regional K-12 districts from 8/6/2020 to 10/31/2020. Saddleback College	\$38,000.00
<u>BeyondTrust Corporation</u> Software License Agreement – Renewal of remote secure access software and support from 10/1/2020 to 9/30/2021. District Services	\$34,120.80
<u>Smith-Emery Laboratories</u> Geotechnical Testing & Inspection Services Agreement – To provide consulting services for the Saddleback College PE Renovation Project from 8/17/2020 to 2/8/2021. District Services	\$31,789.05

<u>ARTime LLC</u> Educational Service Agreement – To provide art classes for the Community Education program from 8/1/2020 to 8/1/2021. Saddleback College	\$30,000.00
<u>ThreeForks, Inc.</u> Professional Services Agreement – To provide system assessment of PowerFaiDs integration with MySite and other campus systems from 7/1/2020 to 6/30/2021. Saddleback College	\$29,200.00
<u>Pacific Clinics Training Institute</u> Educational Services Agreement – To offer courses and to provide Recovery Education Institute services to the residents of Orange County from 8/14/2020 to 6/30/2021. Saddleback College	\$24,840.00 Revenue
<u>Graduate Communications</u> Professional Services Agreement – To provide advertising services for the fall 2020 marketing campaign from 8/24/2020 through 11/15/2020. Saddleback College	\$23,000.00
<u>Economic Modeling LLC of Moscow, Idaho</u> Software License Agreement – Renewal of Analyst subscription for labor market analytics from 7/1/2020 to 6/30/2021. District Services	\$20,000.00
<u>Arc Document Solutions LLC</u> Independent Contractor Agreement – To provide and install social distancing graphics and signage within classrooms, building interiors, and exteriors from 8/20/2020 to 9/20/2020. Saddleback College	\$19,824.35
<u>MediaPro Holdings LLC</u> Software License Agreement – Renewal of security awareness training software from 9/30/2020 to 9/29/2021. District Services	\$19,284.00
<u>Point and Click Solutions, Inc.</u> Software License Agreement (Amend No. 1 and 2) – To increase contract value by \$7,857.41 from current agreement amount of \$10,455 for additional electronic medical record software licenses for the Student Health Center through 12/14/2020. Saddleback College	\$18,312.41
<u>Community College League of California</u> Software License Agreement – Subscription renewal of electronic library databases from 1/1/2020 to 12/31/2020. Irvine Valley College	\$15,971.58

<u>DocuSign, Inc.</u> Software License Agreement – Renewal of electronic signature software from 8/1/2020 to 12/31/2020. Irvine Valley College	\$15,867.00
<u>C.E.M. LAB Corp</u> Geotechnical Testing & Inspection Services Agreement – To provide consulting services for the B200 Chemistry Classroom Year 2 Project from 8/3/2020 to 2/2/2021. Irvine Valley College	\$14,996.00
<u>Studio Three Sixty</u> Independent Contractor Agreement (Amend No. 1) – No-cost revision to include COVID-19 clause and extend term by one year for videography services for the Public Information Office through 9/30/2021. District Services	\$14,946.00
<u>VFS Fire &amp; Security Services</u> Field Services Agreement – Annual fire sprinkler inspection services from 8/17/2020 to 6/30/2021. Irvine Valley College	\$14,735.00
<u>H2 Environment Consulting Services, Inc.</u> Environmental Consultant Survey Services Agreement – To provide environmental consulting services for the Saddleback College PE Renovation Project from 8/17/2020 to 2/14/2021. District Services	\$14,400.00
<u>ACCO Engineered Systems, Inc.</u> Field Services Agreement – To provide HVAC repair services for Power House 4 and IDEA building from 9/15/2020 to 12/13/2020. Irvine Valley College	\$14,254.00
<u>P2S, Inc.</u> Engineering Services Agreement – To provide engineering and design services for the LRC MDF Fire Suppression System Project from 8/13/2020 to 8/27/2020. Saddleback College	\$13,900.00
<u>Chula Vista Electric Co.</u> Field Services Agreement – To provide circuit breaker reconditioning and troubleshoot electrical issues for the SC CoGen 15Kv Breaker Project from 8/17/2020 to 9/15/2020. Saddleback College	\$13,860.00
<u>J. Harmon Construction, Inc.</u> Field Services Agreement – To replace rolling gate at horticulture entrance from 8/17/2020 to 9/16/2020. Saddleback College	\$13,655.00

<u>United Power &amp; Battery Corporation</u> Independent Contractor Agreement (Amend No. 2) – To increase contract value by \$546.38 from current agreement amount of \$13,060 for the annual maintenance services for Liebert NX UPS platform in BSTIC Data Center through 2/27/2021. Irvine Valley College	\$13,606.38
<u>ZOHO Corporation</u> Software License Agreement – Renewal of network traffic analysis and directory auditing software from 8/31/2020 to 8/30/2021. Irvine Valley College and District Services	\$13,604.00
<u>Phoenix Group Information Systems</u> Independent Contractor Agreement – Annual renewal of parking citation processing services from 7/1/2020 to 6/30/2021. Irvine Valley College	\$13,000.00
<u>Tierney Brothers, Inc.</u> Professional Services Agreement – To provide Google G-Suite consulting services from 9/1/2020 to 12/31/2020. District Services	\$12,800.00
<u>Vortex Industries, Inc.</u> Field Services Agreement – To repair and replace rolling doors in M500 from 8/15/2020 to 12/14/2020. Irvine Valley College	\$12,598.00
<u>Paxen Publishing LLC</u> Software License Agreement – Paxen Focus license for online textbooks and workbooks for Adult Education program from 7/1/2020 to 6/30/2021. Saddleback College	\$11,994.00
<u>Zapp Pest Management</u> Independent Contractor Agreement – To provide annual pest control services from 8/17/2020 to 6/30/2021. Irvine Valley College	\$11,820.00
<u>Essence Entertainment</u> Independent Contractor Agreement – To provide musicians for Music Department events from 9/1/2020 to 6/30/2021. Irvine Valley College	\$10,000.00
<u>Wired Planet</u> Professional Services Agreement – To provide as needed support and troubleshooting services for District website from 7/1/2020 to 6/30/2021. District Services	\$10,000.00



<u>Cascade Thermal Solutions, Inc.</u> Independent Contractor Agreement – To provide preventative maintenance and repair for Biology laboratory equipment from 12/1/2020 to 11/30/2022. Saddleback College	\$9,500.00
<u>Building Families Together</u> Independent Contractor Agreement (Amend No. 2) – To increase contract value by \$6,000 from current agreement amount of \$3,120 to provide additional training services for the FKCE program through 6/30/2021. Saddleback College	\$9,120.00
<u>Julius A. Ibanez</u> Professional Services Agreement (Amend No. 1) – No-cost revision to include COVID-19 clause to provide medical oversight for the Paramedic program through 6/30/2022. Saddleback College	\$9,000.00
<u>Red Pepper Software LLC</u> IT Services Agreement – To provide implementation services of Qualtrics health screening software from 8/13/2020 to 9/24/2020. Irvine Valley College and Saddleback College	\$9,000.00
<u>Smartbear Software, Inc.</u> Software License Agreement – Renewal of Alerts site software for monitoring MySite, Waitlist Mobile, and SmartSchedule from 9/26/2020 to 9/25/2021. District Services	\$9,000.00
<u>The Dot Printer, Inc.</u> Independent Contractor Agreement – To print and install banners on campus light poles from 8/1/2020 to 10/15/2020. Saddleback College	\$8,346.32
<u>City of Irvine</u> Professional Services Agreement – For full page advertisements to promote registration in Inside Irvine publication from 11/1/2020 to 10/30/2021. Irvine Valley College	\$8,000.00
<u>Mark IV Communications, Inc.</u> Professional Services Agreement – To replace damaged category 6 cables in the Community Education Complex building from 8/1/2020 to 11/30/2020. Irvine Valley College	\$7,808.48

<u>ZOHO Corporation</u> Software License Agreement – Renewal of network traffic analysis and directory auditing software from 10/1/2020 to 9/30/2021. Saddleback College	\$7,659.00
<u>Qualtrics LLC</u> Software License Agreement – For COVID-19 health screening and contact tracing mobile application from 8/13/2020 to 8/12/2021. Irvine Valley College and Saddleback College	\$7,650.00
<u>Fastsigns of Lake Forest</u> Independent Contractor Agreement – To provide ADA signage for the Student Activity Center and Health Wellness Center from 9/1/2020 to 12/30/2020. Irvine Valley College	\$7,465.53
<u>CollegeSource, Inc.</u> Software License Agreement – Renewal of Transfer Evaluation System course data management software from 12/1/2020 to 11/30/2021. Saddleback College	\$7,516.00
<u>Geary Floors, Inc.</u> Field Services Agreement – To refinish PE200 gym floor from 8/17/2020 to 10/16/2020. Saddleback College	\$7,000.00
<u>Pacific Parking Systems, Inc.</u> Independent Contractor Agreement – Annual preventative maintenance services for Ventek parking permit machines from 7/1/2020 to 6/30/2021. Irvine Valley College	\$6,487.50
<u>R &amp; S Overhead Doors of So. Cal., Inc.</u> Field Services Agreement – To provide services for Annual Fire Drop Door and Rollup Door Testing at IVC and IDEA buildings from 10/1/2020 to 12/30/2020. Irvine Valley College	\$6,210.00
<u>Parenting OC Media</u> Independent Contractor Agreement – To provide print and digital advertising for the FKCE program from 8/1/2020 to 7/31/2021. Saddleback College	\$6,095.00
<u>Bass/Schuler Entertainment, Inc.</u> Online Performance Agreement – To provide guest artists for virtual performances from 9/2/2020 to 11/5/2020. Saddleback College – ASG	\$6,000.00

<u>Scientific Refrigeration</u> Field Services Agreement – To provide preventative maintenance for Biology Lab equipment from 8/10/2020 to 6/30/2021. Irvine Valley College	\$5,146.00
<u>Montgomery Hardware Co.</u> Field Services Agreement – To replace doors in the Liberal Arts building from 8/15/2020 to 12/14/2020. Irvine Valley College	\$5,097.22
<u>Geo Spectra Consulting Engineers, Inc.</u> Environmental Services Agreement – To provide consulting services for the ADA Improvements in front of Saddleback College Fine Arts Complex Project from 8/15/2020 to 12/31/2020. District Services	\$5,000.00
<u>Goengineer, Inc.</u> Software License Agreement – Renewal of Solidworks instructional software for computer-aided design and engineering from 8/30/2020 to 8/29/2021. Irvine Valley College	\$5,000.00



**August 13, 2020 through September 14, 2020**

**Contracts with Value of \$0  
Board Date: October 19, 2020**

**CONTRACTOR NAME**

**CONTRACT AMOUNT**

<u>City of Dana Point</u> Facility Use Agreement – To use Dana Point Community Center for Emeritus classes and events from 6/1/2021 to 12/31/2021. Saddleback College	\$0.00
<u>City of Santa Ana</u> Facility Use Agreement – To allow use of stadium for filming of public service announcement on 8/21/2020. Saddleback College	\$0.00
<u>Dignity Health</u> Clinical Affiliation Agreement – To provide a clinical site for students enrolled in the Medical Lab Technician/Phlebotomy program from 6/1/2020 to 6/30/2023. Saddleback College	\$0.00
<u>Mission Hospital</u> Facility Use Agreement – To use the South Orange County Family Resource Center to provide Adult Education classes to low income community members from 7/1/2020 to 6/30/2022. Saddleback College	\$0.00
<u>Orange County Department of Education</u> Participation Agreement – To provide school-based Medi-Cal administrative activities for the Student Health Center from 7/1/2020 to 6/30/2021. Saddleback College	\$0.00
<u>Orange County Transportation Authority (OCTA)</u> Employer Partnership Agreement – To comply with Air Quality Management District rules and to undertake the Average Vehicle Ridership survey in relation to the OCTA Share-the-Ride Program from 7/1/2020 to 6/30/2021. Irvine Valley College	\$0.00
<u>Orange County Transportation Authority (OCTA)</u> Employer Partnership Agreement – To comply with Air Quality Management District rules and to undertake the Average Vehicle Ridership survey in relation to the OCTA Share-the-Ride Program from 7/1/2020 to 6/30/2021. Saddleback College	\$0.00

<u>Revelation Films/OC School of Arts</u> Facilities Use Agreement – To allow use of stadium for filming of public service announcement on 8/21/2020.  Saddleback College	\$0.00
<u>VITAS Healthcare Corporation of California</u> Clinical Affiliation Agreement – To provide a clinical site for students enrolled in the Nursing program from 9/1/2020 to 8/31/2022.  Saddleback College	\$0.00

**August 13, 2020 through September 14, 2020**



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

**Board Date: October 19, 2020**

Contractor Name / Description of Contract	Change Order # and Amount	Total Contract Amount	# of Contractors Solicited	# of Bids Received	Rationale for Award
<u>Scorpio Enterprises dba AireMasters Air Conditioning (#1895)</u> Construction Services Agreement: To provide labor and construction to improve HVAC system in the BGS building.  Saddleback College	N/A	\$190,000.00	492	4	Contract awarded to lowest responsive, responsible bidder.
<u>Speedy Fix, Inc. (#1666)</u> Contract for Labor and Materials: To provide sign refurbishment and repaint fire lanes.  Saddleback College	N/A	\$144,000.00	368	8	Contract awarded to lowest responsive, responsible bidder.
<u>Tony Painting (#1560)</u> Construction Services Agreement: To provide scheduled maintenance painting for PE100, PE200, PH4, and A300 Buildings.  Irvine Valley College	1  \$1,750.00	\$109,870.00	N/A	N/A	Change order to paint interior storefront at PE200.

Contractor Name / Description of Contract	Change Order # and Amount	Total Contract Amount	# of Contractors Solicited	# of Bids Received	Rationale for Award
<u>Quezada Pro Landscape, Inc. (#1774)</u> Contract for Labor and Materials: To provide campus-wide tree trimming services.  Irvine Valley College	N/A	\$95,828.00	22	5	Contract awarded to lowest responsive, responsible bidder.
<u>Jarvis Restoration (#1459)</u> Field Services Agreement: To provide water removal and restoration services for the Business Sciences and Technology Innovation Center building.  Irvine Valley College	1  \$2,012.64	\$34,284.64	N/A	N/A	Change order for asbestos and lead inspection and testing.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College Science & Math Building Reconstruction Project, Architectural Services, Hammel, Green and Abramson, Inc. (HGA)

**ACTION:** Approval

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### **BACKGROUND**

On April 27, 2020, the Board of Trustees approved basic aid funds totaling \$4,300,000 for the Saddleback College Science & Math Building Reconstruction project. The State approved this project in the 2020-21 State Budget. As part of the Governor's effort to help stimulate California's economy, this project was moved from the draft 2021-22 spending plan to the current 2020-21 spending plan as part of the Governor's effort to help stimulate California's economy. The Chancellor's Office released the Preliminary Plan funds to the District on September 18, 2020 via an approval notification received on September 29, 2020. The total project cost will be \$56,710,082 with \$20,578,000 funded by the State and the remaining amount funded by the District. Although the entire project has been approved by the State, only \$795,000 in matching funds will be released for preliminary plans in 2020. The working drawings, construction and equipment funds will follow in subsequent budget years.

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

### **STATUS**

On August 27, 2020, Request for Qualifications and Proposals 392D for Architectural Services for Saddleback College Science & Math Building Reconstruction project (RFQ&P) was issued by placing advertisements in the OC Register on August 27 and September 3, 2020. The RFQ&P document was made available on the District's website and sent out to firms through the PlanetBids system. The District further reached out to the Architectural Services Pool and distributed the RFQ&P. On September 23, 2020, 23 proposals were received and 20 were deemed responsive in conformance to RFQ&P specifications (EXHIBIT A).

District and college staff evaluated the submittals. Criteria for evaluation included experience with similar community college projects, number of years performing services, commitment to seeing projects through to completion, demonstration of the



highest level of understanding of the unique topographical conditions of the site, addressing the critical conditions related to site accessibility, demolition of the existing building, integration to college-wide site utility systems, connectivity to main campus, as well as experience in managing state funded projects, and assurance that fees are fair and reasonable.

After the initial evaluation, five firms were invited for interviews and oral presentations conducted via Zoom conference calls on September 30, 2020. Staff recommends award of the Architectural Services agreement (EXHIBIT B) to Hammel, Green and Abramson, Inc. (HGA) for the Saddleback College Science & Math Building Reconstruction project, Architectural Services. The total not to exceed (NTE) amount of the contract is set at \$2,514,200 and is broken down into the following components:

Service	NTE Amount
Architectural Fee (lower than the State Chancellor's allocation for design services)	\$2,114,200
Swing Space (calculated on a time and material basis and shall be paid only on an as needed/incurred basis. This amount is not part of the State allocation for this project.)	\$200,000
District Controlled Allowance	\$200,000
Total NTE Contract Amount	\$2,514,200

Basic Aid funds of \$5,050,000 are currently available and the remainder of the project matching funds will be requested in future Basic Aid cycles. State appropriated funds equaling \$795,000 have been approved for preliminary plans and the remainder of the state matching funds totaling \$20,578,000 will be available in future funding cycles.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Architectural Services agreement with Hammel, Green and Abramson, Inc. (HGA) for the Saddleback College Science & Math Building Reconstruction project, in the amount of \$2,514,200 and authorize the Vice Chancellor of Business Services, or designee, to execute the Agreement.



**Request for Qualifications and Proposals (RFQ&P) No. 392D**  
**Architectural Services for Saddleback College Science & Math Building Reconstruction**

**Submittals**

**South Orange County Community College District**  
**October 19, 2020**

<b>COMPANY NAME</b>	<b>CITY</b>	<b>PROPOSAL EVALUATION SCORE</b>	<b>INTERVIEW EVALUATION SCORE</b>	<b>TOTAL PROPOSED FEE</b>
<b>*Hammel, Green and Abramson, Inc. (HGA)</b>	Santa Monica, CA	84.75	90.38	<b>**\$2,514,200.00</b>
HED	Los Angeles, CA	83.75	88.00	\$3,120,799.20
HMC Architects	San Diego, CA	84.75	79.50	\$3,122,786.00
LPA	Irvine, CA	84.50	79.00	\$2,200,000.00
Sillman Wright Architects	San Diego, CA	87.25	71.50	\$2,627,800.00
Perkins Eastman	Costa Mesa, CA	79.38	N/A	\$2,298,000.00
Little	Newport Beach, CA	78.38	N/A	\$2,500,000.00
HPI Architecture	Newport Beach, CA	77.00	N/A	\$3,256,391.30
DLR Group	Los Angeles, CA	75.75	N/A	\$2,842,790.00
IBI Group	Irvine, CA	75.50	N/A	\$2,370,250.00
QDG Architecture	Los Angeles, CA	74.63	N/A	\$2,637,680.00
Roesling Nakamura Terada (RNT) Architects	San Diego, CA	74.13	N/A	\$3,566,094.00

tBP / Architecture, Inc.	Newport Beach, CA	72.88	N/A	\$2,809,300.00
Johnson Favaro	Los Angeles, CA	72.13	N/A	\$2,745,600.00
PBK Architects, Inc.	Costa Mesa, CA	70.75	N/A	\$2,711,490.00
Westberg White Architecture	Tustin, CA	70.38	N/A	\$3,024,300.00
Marlene Imirzian & Associates Architects	Escondido, CA	67.88	N/A	\$3,054,000.00
SVA Architects	Santa Ana, CA	67.50	N/A	\$2,995,000.00
Moore Ruble Yudell	Santa Monica, CA	66.75	N/A	\$3,331,445.00
John Friedman Alice Kimm Architects	Los Angeles, CA	60.50	N/A	\$3,067,540.00
Gensler	Newport Beach, CA	N/A – Deemed Non-Responsive	N/A	\$2,585,000.00
Azizi Architects, Inc.	Newport Beach, CA	N/A – Deemed Non-Responsive	N/A	\$2,729,905.00
Corgan + Aguilar Architects	Culver City, CA	N/A – Deemed Non-Responsive	N/A	\$2,844,512.00

\* Firm recommended for award of contract.

\*\*Final negotiated fee.

After consideration and committee review of the RFQ&P response, the committee recommends the above noted firm for the following reasons:

- Proven company track record with relevant community college experience.
- Experience in managing State funded projects.
- Demonstrated best fit in understanding the scope of services and end user expectations.
- Demonstrated the highest level of understanding of the unique topographical conditions of the site. Addressed the critical conditions related to:
  - Site accessibility
  - Demolition of existing building and bridge
  - Integration to College-wide site utility systems
  - Connectivity to main campus



## **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

### **ARCHITECTURAL SERVICES AGREEMENT Hammel, Green, Abramson, Inc. (HGA)**

This Agreement is made and entered into this 19th day of October in the year 2020 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "District", and Hammel, Green, Abramson, Inc. (HGA) 1301 Colorado Avenue, Santa Monica, CA 90404 hereinafter referred to as "Architect";

WHEREAS, the District is a community college District organized under the laws of the State of California with authority conferred under Government Code sections 4525 et seq. and 53060 to contract for professional services in the field of architecture; and

WHEREAS, District desires to obtain architectural services for Saddleback College Science and Math Building Reconstruction, hereinafter referred to as "Project"; and

WHEREAS, on August 27, 2020, the District issued RFQ&P No. 392D Architectural Services for Saddleback College Science and Math Building Reconstruction ("RFQ&P") in conformity with state and local laws. The RFQ&P is referenced herein and made a part hereof, as Attachment A, and the Architect's response to the RFP ("Architect Proposal") to District, dated September 23, 2020, is referenced herein and made a part hereof, as Attachment B; and

WHEREAS, Architect is fully licensed to provide architectural services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

#### **ARTICLE 1 Architect's SERVICES AND RESPONSIBILITIES**

- 1.1. **Services.** The Architect's services shall consist of those services performed by the Architect and Architect's employees as enumerated in this Agreement, along with all aspects of services as identified in the RFQ&P (Attachment A) and Architect's Proposal (Attachment B). The Agreement, Attachment A and Attachment B shall collectively be defined as the "Services". The Parties understand and agree that the Agreement along with the Fee and Rate Proposal (Attachment C) and Criteria and Billing for Extra Work (Attachment D) shall be the prevailing and governing documents and that Attachments B and C are intended to cooperate and be complementary.
- 1.2. **Standard of Care and Professional Conduct.** The Architect shall perform all Services hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California.

The Architect will furnish, at its expense, the Services that are set forth in this Agreement and represents that the Services are within the technical and professional areas of expertise of the Architect or any sub-consultant the Architect has engaged or will engage to perform the Service(s). If the District desires, the District shall request in writing, the Architect to provide Services in addition to, or different from, the Services described herein. The Architect shall advise the District in writing of any Services that, in the Architect's opinion, lie outside of the technical and professional expertise of the Architect. 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.

Architect or Architect's employees, sub-consultants, or volunteers who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Services described herein, a threat to the safety of persons or property, or any of Architect's employees, sub-consultants, or volunteers who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed by the Architect and shall not be contracted to perform this or any future Services for the District.

- 1.3. **Key Individual Assignment.** The Architect has been selected to perform the work herein because of the skills and expertise of key individuals. The Architect shall designate Kaveh Amirdelfan, as Project Executive, and a management team of Joseph Sion as Project Manager and Matthew Austin as Senior Project Designer. So long as their performance continues to be acceptable to the District, these named individuals shall remain in charge of the Project. Additionally, the Architect must furnish the name and contact information of all other key people in Architect'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 Architect 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.
- 1.5. **Relationship of Architect to Other Project Participants.** Architect's services hereunder shall be provided in conjunction with contracts between the District and a combination of some or all of the following: (a) the Contractor; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) others providing services in connection with bidding and/or construction of the Project. The Architect is responsible for the adequacy and sufficiency of the Project design and the contents of Design Documents for the Project. The Architect shall perform its duties in accordance with its contract(s) with the District. Architect shall coordinate all work with District consultants as necessary to complete contract requirements.
- 1.6. **Acceptance of Project Schedule.** The Architect shall accept the District's Project schedule for the performance of the Architect's Services. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for the District's review and for approval by authorities having jurisdiction over the Project. The time

limits established by this schedule shall not, be exceeded by the Architect, except for reasonable cause, as established by the District.

## ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

- 2.1. **Services.** The Architect's services consist of those described in Article 2 and further delineated in Article 3, and include civil, landscape, structural, mechanical, electrical, plumbing, fire-life safety, telecommunication, security, furniture, fixtures & equipment (FF&E), audio-visual (AV), acoustic, AutoCAD & BIM operator, cost estimator, etc. services necessary to produce a reasonably complete and accurate set of construction documents except those engineering services provided by the District.
- 2.2. **Coordination of Others.** The Architect shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the District's own employees.
- 2.3. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Architect shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

Architect agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now and may in the future become applicable to Architect, Architect's business, equipment and personnel engaged in Work covered by this Agreement or accruing out of the performance of such Work. Additionally, Architect shall strictly comply with all health and safety guidelines consistent with Cal/OSHA and CDC.

**COVID-19 Related Responsibilities.** Architect shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Architect and any of its employees performing Work on District property pursuant to the terms of this Agreement, Architect shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

- 2.4. **Division of State Architects (DSA) and Department of Industrial Relations (DIR) Compliance.** The Architect shall comply with the following:
  - a. DSA and the Uniform/International Building Code (UBC/IBC). Architect shall have experience with DSA and shall be required to coordinate with the District and its consultants.

- b. DIR requirements. Firms must pay prevailing wages to those labor classifications requiring the payment of prevailing wages. Questions concerning predetermined wage rates should be directed to [www.dir.ca.gov/DLSR/RWD](http://www.dir.ca.gov/DLSR/RWD) or to the following:  
  
Department of Industrial Relations  
Division of Labor Statistics and Research  
Prevailing Wages Unit  
PO Box 420603  
San Francisco, CA 94142  
Phone (415) 703-4474
- 2.5. **Materials and Expenses.** Architect shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Architect for any costs or expenses paid or incurred by Architect in performing Work for the District. Architect's Work will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of their profession.
- 2.6. **Existing Conditions.** The Architect shall investigate existing conditions or facilities and make measured drawings of such conditions or facilities.
- 2.7. **Non Responsibility.** Architect and Architect's consultants shall have no responsibility for:
  - a. The presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
  - b. Ground contamination
  - c. Environmental Impact Report/CEQA declarations
  - d. Historical significance report
  - e. Soils Investigation/Geotechnical Hazard Report
  - f. Topographical survey
- 2.8. **Design Phase.**
  - a. **SDs to DDs.** Based on the approved Programming Documents & Schematic Design Documents and any adjustments authorized by the District, the Architect shall prepare, for approval by the District, Design Development Documents & the State Chancellor's Office Preliminary Planning Package consisting of drawings and other documents to describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials, and such other elements as may be appropriate.

- b. **DDs to CDs.** Based on the approved Design Development Documents and any further adjustments authorized by the District, the Architect shall prepare, for approval by the District, Construction Documents & the State Chancellor's Office Working Drawings Package consisting of drawings and specifications setting forth in detail the requirements for the construction of the Project.
- 2.9. **Coordination for Government Authorities.** The Architect shall file documents required for the approval of governmental authorities having jurisdiction over the Project including funding submittals with the District's assistance. Included in this filing shall be an energy modeling document for submittal to the State. The District shall pay all fees required by such governmental authorities.
- A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the Architect shall convene a final design review conference to be attended by the District and all subconsultants for the purpose of confirming readiness for submission. The Architect shall utilize the most current version of Form DSA-3, Project Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the project documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the project not be considered sufficiently complete for submission to DSA, the Architect shall convene, at no additional cost to the District, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.
- 2.10. **Qualified Personnel.** The Architect shall provide enough qualified personnel to properly perform services required under this Agreement and District shall have the right to remove any of Architect's personnel from the Project.
- 2.11. **Subconsultants.** The Architect has submitted a list of qualified engineers for the Project. Architect shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The Architect is responsible for the management of their consultants in order to meet the terms of all phases of this Agreement. Nothing in the foregoing shall create any contractual relationship between District and any consultants employed by Architect under the terms of this Agreement. Architect is as responsible for the performance of its consultants as it would be if it had rendered these services itself.
- 2.12. **Written Understanding.** The Architect shall ascertain the District's needs and the requirements of the Project and shall arrive at a mutual written understanding of such needs and requirements with the District, prior to drafting preliminary designs for the Project.
- 2.13. **Written Records.** The Architect shall make a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The Architect shall provide a draft copy of such record



to the District for review and comment, make adjustments and provide a final copy to the District and a copy to the Contractor upon request.

- 2.14. **Schedule – Budget Analysis.** The Architect shall provide a written preliminary evaluation of the District's Project schedule and construction budget requirements, each in terms of the other and shall advise the District, in writing, of any adjustments to the estimate of Construction Cost. Such evaluation shall include alternative approaches to design and construction of the Project.
- 2.15. **Construction Cost.** The construction cost shall be the total estimated cost to the District of all elements of the Project designed or specified by the Architect.
- a. During the Schematic Design, and Design Development construction cost shall be determined by the District's budget for the Project. Construction costs will be assessed during the Design Development phase. At the District's discretion and upon approval, scope or budget may be adjusted if necessary for the Construction Document phase.
  - b. During the bidding phase, construction cost shall be determined by the lowest responsible bid.
  - c. During construction, construction cost shall be determined by the contract sum or as amended by any change orders approved by the District.
  - d. Construction costs are considered hard Project costs and therefore does not include the compensation of the Architect and Architect's consultants, or other costs which are the responsibility of the District.
  - e. The Architect's evaluations of the District's Project budget, preliminary estimates of construction cost and detailed estimates of construction cost represent the Architect's best judgment as a professional familiar with the construction industry.
  - f. Any Project budget or fixed limit of construction cost shall be adjusted, according to the most recent inflationary rate as reflected in ENR, if the bidding has not commenced within ninety (90) days after the Architect submits the DSA stamped set of Construction Documents to the District, to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to the District and the date on which bids are sought for the Project.
  - g. If the lowest bid received exceeds the fixed limit of construction cost, the District shall:
    - 1. give written approval of an increase of such fixed limit;
    - 2. authorize rebidding of the Project within a reasonable time;
    - 3. if the Project is abandoned, terminate it in accordance this Agreement; or

4. cooperate in revising the Project scope and quality as required to reduce the construction cost. If the District chooses to proceed in accordance with this option, the Architect, without additional charge, shall modify the construction contract as necessary to comply with the fixed limit.

2.16. **BIM and/or CAD.** The Architect and their consultant shall employ insert Building Information Modeling (BIM) using Revit or CAD or other approved software and make regular posting to a website accessible to the District throughout the design process. Clash detection will be employed as one form of consultant coordination. The Architect will be responsible to manage the Insert BIM model or CAD model documents from the Project start to finish.

- a. The Architect shall establish protocols for:
  1. Model origin, grid and units
  2. Information sharing and saving
  3. Clash detection
- b. The Architect shall:
  1. Facilitate collection of sub-consultants model information
  2. Maintain record copies of all model files
  3. Combine files and develop necessary vehicle to share information to sub-consultant and to District as pdf files
  4. Perform and report on clash detection as deliverable to each phase
  5. Assist sub consultants with meeting all requirements
- c. The Architect shall be responsible to archive model as a complete bid set and provide same to District in pdf format.
- d. The Architect and their sub-consultants shall use the following criteria for model development:
  1. Model Content: Elements are actual constructed assemblies accurate in terms of size, shape, location, quantity and orientation. Non-geometric information may be attached to the modeled elements.
  2. Analysis: The model may be analyzed for system performance by applying specific criteria assigned to the model Elements.
  3. Cost Estimating: A cost estimate may be developed based on the specific data using conceptual estimating techniques.

4. Schedule: Schedule information may be organized in order using a time-scale from detailed model elements and systems.
  5. Other Authorized Uses: Additional uses of the model may be fully developed if pre-approved and on an as needed basis.
- e. The Architect shall allow access to the BIM documents during both bid and construction.
- 2.17. **Sustainability.** The Project shall be designed in accordance with the District sustainability requirements, for example to meet LEED Gold certification, and if certification is desired, paperwork for certification shall be complete by the Architect. Commissioning and Energy Modeling are outside the parameters of this Agreement and will be services employed by the District. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.
- 2.18. **Building Codes.** The Architect shall prepare and submit to District an outline of applicable provisions of building codes that apply to this Project. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones.) This graphic documentation of the design criteria shall be updated with each subsequent submittal.
- 2.19. **Coordination for Geological Report.** The Architect shall develop and provide to the District all necessary documentation in order to submit the Geotechnical Report, provided by others, to the California Geological Survey (CGS) and coordinate follow up with Geotechnical Consultant as necessary to obtain CGS approval in order to obtain Division of the State Architect stamped documents.
- 2.20. **Bid Prep.** The Architect shall prepare all necessary bidding information and bidding forms required by the District and shall assist the District in preparing the conditions of the Contractor's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Contractor provide operation manuals and adequate training for the District in the operation of mechanical, electrical, heating and air conditioning systems installed by the Contractor, shall be part of the bid documents prepared by the Architect.
- 2.21. **Bid Marketing.** The Architect, following the District's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the District in obtaining bids for the Project.
- 2.22. **Over-Budget at Bid.** If the lowest bid exceeds the budget for the Project (or exceeds the budget by a certain percentage), the Architect, in consultation with and at the direction of the District, shall provide such modifications in the Construction Documents as necessary to bring the cost of the Project within its budget.

- 2.23. **FF&E Selection and Procurement.** The Architect shall provide interior design and other similar services required for in connection with the selection, procurement and installation of furniture, fixtures and related equipment.
- 2.24. **Construction Administration.** The Architect shall provide administration of the construction contract. The Architect's responsibility to provide services for the construction of the Project commences with the award of a construction contract and terminates at the issuance to the District of the final certificate for payment by the Architect and the final close out acknowledgement by the Division of the State Architect.
- 2.25. **Evaluate Contractor Performance.** The Architect shall evaluate the performance of the Contractor under the requirements of the construction contract when requested in writing by the District.
- 2.26. **Submittals.** The Architect shall review and approve or take other appropriate action upon Contractor's submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the construction contract. The Architect's action shall be taken as to cause no delay in the work, while allowing sufficient time in the Architect's professional judgment to permit adequate review and in no case exceed fifteen (15) days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the construction contract, the Architect shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the construction contract.
- 2.27. **Substitutions.** The Architect shall provide services in connection with evaluating substitutions proposed by the Contractor, obtain written acceptance by the District for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.
- 2.28. **District Representative.** The Architect shall be the District's representative during construction and shall advise and consult with the District until final payment to the Contractor is due. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise modified in writing.
- 2.29. **Site Visits.** The Architect shall visit the site not less than once per week while work is in progress, and as often as necessary and appropriate to the stage of construction, to inspect the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the District's benefit and protection if the work is proceeding in accordance with the construction contract and schedule. On the basis of on-site observations and inspections as an Architect, the Architect shall keep the District informed of the progress and quality of the work and he/she shall use reasonable care to guard the District against defects and deficiencies in the work and against the Contractor's failure to carry out the work in accordance with the construction contract and the schedule. The Architect shall provide services made necessary by

major defect or deficiencies in the work of the Contractor which through reasonable care should have been discovered by the Architect and promptly reported to the District and Contractor but which he/she failed to do.

- 2.30. **Site Access.** The Architect shall have access to the work at all times.
- 2.31. **Certification of Payment.** The Architect shall review and certify the amounts due the Contractor. The Architect's certification for payment shall constitute a representation to the District, based on the Architect's observations and inspections at the site that the work has progressed to the point indicated, that quality of the work is in accordance with the construction contract and that the Contractor is entitled to payment in the amount certified.
- 2.32. **Reject Work.** The Architect shall reject work which does not conform to the construction contract. The Architect has authority to require additional inspection or testing of the work in accordance with the provisions of the construction contract, whether or not such work is fabricated, installed or completed.
- 2.33. **Change Orders.** The Architect shall prepare change orders with supporting documentation and data for the District's approval and execution in accordance with the construction contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The Architect shall evaluate and make written recommendations regarding Contractor's proposals for possible change orders. DSA change orders shall be submitted for approval on an on-going basis throughout the Project. Architect shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.
- 2.34. **Claim Evaluation.** The Architect shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the District and Contractor relating to the execution or progress of the work as provided in the construction contract.
- 2.35. **Substantial Completion.** The Architect shall inspect the Project to determine the date of substantial completion and the date of final completion, receive and forward to the District for the District's review all written warranties and related documents required by the construction contract and issue a final certificate for payment upon compliance with the requirements of the construction contract.
- 2.36. **Record Drawings.** The Architect shall prepare a set of CAD drawings & BIM Model showing significant changes in the work made during construction based on marked up prints, drawings and other data furnished by the Contractor to the Architect. Architect is required to update the District provided mapping information including 2D drawings in AutoCad & Revit formats, PDF files, and 3D model. Architect to match the District's approved naming structure, layers, colors and attributes.

- 2.37. **Punch List.** The Architect's responsibility to provide Services for the Close Out phase under this Agreement commences with the Contractor's request for a punch list walk and terminates at the close out of the Project with the Division of the State Architect.
- a. The Architect shall develop and confirm completion of comprehensive punch lists items including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
  - b. Architect shall coordinate with the Contractor and the Inspector of Record to obtain DSA Project close out.

### ARTICLE 3 RESPONSIBILITIES AND SERVICES OF ARCHITECT

The design services consists of the following:

1. Demolishing of the existing 1974, three-story, 81,420 Gross Square Feet (GSF) Science & Math Building located at Saddleback College. This includes, but not limited to, the complete removal of the following items:
  - a. All exterior hardscape and landscape areas and elements associated with the original building, i.e. ramps, stairs, walkways, raised planters, etc.
  - b. All aged underground utilities serving the existing SM Building starting at the main point of connection to the campus infrastructure loops.
  - c. Hazardous building material removal and abatement.
2. Construction of a new, smaller, instructional, three-story, LEED Gold Equivalent, Science & Math (SM) Building. The new building will include interdisciplinary classrooms, labs, study space and offices to support a variety of instructional programs and improve the efficiency and utilization of space. The new building will be 49,385 Gross Square Feet (GSF) and will provide 10,000 ASF for Lecture, 6,000 ASF for Lab, 4,500 ASF for Office, 9,500 ASF for Library/AVTV, and 2,100 ASF for Other space (meeting, data processing, and lounge) for a total of 32,100 ASF.
3. The new SM Building shall provide a code compliant facility to ensure building safety and provide physical access for all building users. In addition, the new building will provide the flexible space configurations, types of spaces, and technology to deliver instructional programs. The project is designed to promote student success by creating adjacencies to associated disciplines, facilitate communications amongst students and faculty, and create spaces for group study and teamwork.
4. The new SM Building shall be an integral part of SOCCCD's 2020 -2040 Facilities Master Plan (FMP) to meet student demands, and improve campus energy efficiency and environmental sustainability. Refer to Appendix E for additional details.
5. The new SM Building is to be a LEED Gold Equivalent and the design shall exceed Title 24, Part 6 Energy Code by 15%, consistent with the Board of Governors Energy and Sustainability policy. Furthermore, the new design shall incorporate sustainable goals for site, energy efficiency, water use reduction, storm water management, occupant health as well as minimizing the building's impact on the environment by both design and construction.

6. The new SM Building shall provide multiple access points, improve campus access, and connect to the accessible indoor and outdoor courtyards while providing pathways that connect the lower campus parking areas (Parking Lot 9 & 10) to the upper level of the Learning Resource Center Building (LRC).
7. Design services also include the following scope items:
  - a. Removal and replacement of the existing pedestrian bridge that connects the existing SM Building Upper Plaza to the Campus Central Quad.
  - b. Removal and replacement of the Upper Concrete Plaza located between the LRC & the existing SM Building.
  - c. Removal and replacement of existing Green House Building.
8. New Building Site Development Limits: The design of the new site plan and the extent of new improvements shall match the requirement stipulated in Final Project Plan (FPP) dated July 01, 2019. This shall extended to include the existing ramps and walkways located to the south side of the existing SM Building. Refer to attached FPP.
9. New Underground Utilities Point of Connections (POC's): The design services shall include complete connection to the existing campus infrastructure loops, which may extend beyond the limits of the project site identified in the FPP.
10. Swing Space: As a secondary effect associated with the construction of the new SM Building, the scope of services shall include all required design services to modify existing campus facilities to accommodate the displaced programs. This scope may be provided under a separate Application with the Division of the State Architect (DSA) in order to complete the relocation process of the current building occupants prior to the demolition of the existing SM Building.
11. As a result of the State funding, the proposal for this scope of work will be as follows:
  - a. State funding will result in a Design-Bid-Build (DBB) delivery method, which will include a review of the approved FPP program, incorporating consideration for potential future uses to provide maximum space flexibility, and a review of adjacencies to confirm or revise accordingly. The summary scope of work for this approach includes, but not limited to the following:
    - i. Typical design process starting at the building programming phase through DSA closeout per Article No. 2 & 3.
    - ii. Taking a leadership role, facilitate college meetings to confirm programming and the final project scope, schedule, construction costs, and project budget.
    - iii. Review of college standards to develop a detailed space analysis and aesthetic minimums.
    - iv. Review programming objectives with Facilities, Maintenance and Operations and College IT staff to ensure alignment with the technical specifications.
    - v. Provide anticipated construction hard costs and soft costs. This includes updating JCAF 32 pursuant to the State Chancellor's Office requirements.

- vi. Provide an analysis of all applicable required code issues.
  - vii. Define all inter-agency coordination requirements.
  - viii. Provide an analysis of all required utility upgrades to support the new SM Building.
- b. **Deliverables:** In addition to the typical deliverables stipulated in the Article No. 2 & 3, each design phase, the architect shall deliver the required submittal packages pursuant to the State Chancellor's Office millstones schedule for the Preliminary Plans, Working Drawings and DSA Final phases. Note that the Preliminary Plans submittal design package will be equivalent to a standard 50% Design Development or better.

12. **Project "Design-To" Budget**

The 'Design-To' Construction Hard Cost for the project is **\$32,324,000.**

13. **Project Schedule:**

Start Preliminary Plans	11/01/2020
Start Working Drawings	04/01/2021
Complete Working Drawings	10/01/2021
DSA Final Approval	06/01/2022
Advertise Bid for Construction	08/01/2022
Award Construction Contract	10/01/2022
Advertise Bid for Equipment	07/01/2023
Complete Project	08/01/2024

Architect will provide all professional services necessary for completing the following:

**A. BASIC SERVICES**

Architect agrees to provide the services described below:

1. Determine the agencies who have jurisdiction over essential buildings and coordinate with and implement the requirements of the funding and regulatory agencies, i.e.: State Chancellor's Office, Division of the State Architect, State Fire Marshal, Health Department, etc.
2. Contract for or employ at Architect's expense, sub-consultants to the extent deemed necessary for completion of the Project including: architects; mechanical, electrical, structural, civil, fire-life safety, telecommunication, security engineers, landscape architects licensed as such by the State of California. The names of said sub-consultants shall be submitted to the District for approval prior to commencement of work. The District reserves the right to reject the use of any sub-consultants. Nothing



in the forgoing procedure shall create any contractual relationship between the District and any sub-consultants employed by the Architect under terms of this Agreement.

3. Architect shall hire a 3<sup>rd</sup> party Cost Estimator at Architect's own expense to provide project cost estimation services for each phase/task during the design process as identified in Article 3 Responsibilities and Services of Architect.

4. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this Agreement.

5. Cooperate with other professionals employed by the District for the design, coordination or management of other work related to the Project.

6. Chair, conduct and take minutes of weekly coordination meetings during the entire design phase with sub-consultants, Architect shall invite the District and/or its representative to participate in these meetings. Architect shall keep a separate log to document design/coordination comments generated in these meetings.

7. Participate in Executive level meetings, required at each design phase.

8. Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished to Architect pursuant to this Agreement and advise the District whether such data are sufficient for purposes of design, or whether additional data are necessary. Architect shall advise whether additional data are needed and, if so, recommend the manner in which it be provided and services obtained.

9. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by Architect under this Agreement. Architect shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.

10. If desired by the District and agreed to by the Architect, Architect shall provide other required services to determine such compliance not specifically identified and included in the scope of this Agreement through an amendment to this Agreement, as an additional service.

11. Be responsible for the design and the layout of data and phones using District established standards. The coordination effort shall include location and routing of the raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring. Architect to coordinate with District or their consultants to finalize phone system design.

12. Provide services required to obtain local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the Project.

13. Develop a grading and drainage plan and a site plan from architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the Architect.

14. Architect to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of the District on-site property. This information shall be provided by the District. Architect to verify the capacity of all existing Project utilities.

15. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the District and/or their representative for inclusion in the overall Project documentation.

16. 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 Architect shall remain liable to the District in accordance with applicable law for all damages to the District caused by Architect's failure to perform any of the services furnished under this Agreement.

17. Providing interior design and other similar services required for or in connection with color coordination including furnishing, fixture, furniture & equipment. Architect is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements. The District shall procure furnishing and moveable equipment.

## **B. DESIGN SERVICES - TASK I**

### **PROJECT INITIATION**

Upon final execution of the Contract with the District, the Architect shall:

1. Within the first week following execution of the contract, meet with the District and their representatives to prepare a detailed task analysis and work plan for documentation in a computer generated Project schedule. This task analysis and work plan will identify specific tasks including as necessary, but not limited to: interviews, data collection, analysis, report preparation, planning, architectural programming, schematic design preparation and estimating that are part of the work of the Project. Also identified will be milestone activities or dates, specific task responsibilities, required times for completion and additional definition of deliverables.

- a. Architect's work plan shall include allowances for the periods of time required for District's review and approval of submissions and for approvals by authorities having jurisdiction over the Project. Architect's work plan, when approved by District, shall not be exceeded by Architect except when District and Architect mutually agree, in writing, to a revised Project schedule. The District's review and approval time is no less than two weeks.

- b. Review the developed work plan with the District and their representatives to familiarize them with the proposed tasks and schedule and develop necessary modifications.
2. Participate in a general Project kick-off meeting to include the Architect's sub-consultants, and District staff.
  - a. The Project kick-off meeting will introduce key team members from the District and the Architect to each other defining roles and responsibilities relative to the Project.
  - b. Identify and review pertinent information and/or documentation necessary from the District for the completion of the Project.
  - c. Review and explain the overall Project goals, general approach, tasks, work plan and procedures and deliverable products of the Project.
  - d. Review and explain the task analysis and Project work plan for all parties present; determine any adjustments or fine tuning that needs to be made to the work plan.
  - e. Review documentation of the Project kick-off meeting prepared by the Architect and comment prior to distribution.

#### DEVELOPMENT OF ARCHITECTURAL PROGRAM

1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.
2. Complete information check list identifying critical issues affecting Project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic and fire water service requirements.
3. Conduct architectural program meeting with the District selected Project committee.
4. Develop probable construction cost for the Project; probable costs are to be based on the developed functional architectural programs as approved by the District.
5. Probable costs prepared by the Architect:
  - a. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the District.

- b. Contingencies for design, bidding or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.
- c. All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category.
- d. One week prior to the submittal of documents, the Architect's proposed cost format must be submitted to the District for review and approval.
- e. Architect shall submit a unit cost breakdown for two types of new building cost models ranging from a low end per square foot cost for the District's consideration, to high end per square foot cost. The unit cost shall not include the site work, the general contractor's overhead and profit, and general condition. (Include separate line items for additional upgrades/condition assessment scope and possible alternate reductions).
- f. Mechanical, electrical, civil, landscaping and estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

## SITE PLANNING

Prepare a Site Plan configuration for the proposed facility. The development of this Site Plan should incorporate or be based upon completion of the following tasks:

- 1. Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, current site usage and potential for future development and facility expansion. In addition, Architect shall design the foundation of the Project in accordance with recommendations of the District's soil consultant as provided by the District. Architect must notify the District in time to prepare this soil report for Architect's use.
- 2. Review the existing conditions. Analyze the proposed site's existing conditions relative to potential effect on circulation, access, parking, constructability, facility expansion and future development potential.
- 3. Review proposed plans and confer as necessary with the local jurisdiction to obtain their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.
- 4. Develop a Site Plan showing in detail the elements of the proposed facility and its supporting elements of site development, including the appropriate accommodations of projected parking, resolution of access and on-site circulation, and existing or proposed commitments of land to other uses.

## MEETINGS

During the Architectural Programming Design Phase, it is anticipated that approximately **TBD** will be convened between the District and the Architect. These meeting will not exceed one day in duration and will be held on the Project's campus location. Decisions made at such meetings and subsequently approved by

the District shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the scope of services of the Architect.

#### DELIVERABLES

1. In addition to the standard electronic deliverables, the Architect shall provide to the District the following quantities of materials resulting from the work of the Project:

8 copies of Program Report. (A written program prepared by Architect that incorporates the District's program planning, design objectives, constraints, and criteria including space requirements, relationships, flexibility, expendability, special equipment and systems and a comparison between developed program and the Final Project Plan (FPP) program, include narrative explaining any deviations). if appropriate.

8 copies of Site Plan

2 copies of Project Probable Cost

2 copy of Information Checklist

2. Architect along with sub-consultants shall present and review with the District the summary and detail of Task I work.

#### PROJECT CESSATION PROVISIONS

Upon completion and review of the functional and Architectural program and master site planning, no further work shall be done unless and until the District has approved Task I as complete and has given a written Notice of proceed to Architect for Task II.

#### C. DESIGN SERVICES - TASK II

##### SCHEMATIC DESIGN

Schematic Design: Upon written authorization from the District, to proceed with the Schematic Design Phase. The Architect shall prepare for the District's review a Schematic Design Study as follows:

1. Architectural:
  - a. Scaled floor plans showing overall dimensions, identifying the various major areas and their relationship. Include circulation and room-by-room tabulation of all net usable floor areas and a summary of gross floor area. Also, provide typical layouts of major equipment or operational layout.
  - b. Preliminary building exterior elevations and sections in sufficient detail to demonstrate design concept indicating location and size of fenestration.
  - c. Identify proposed roof system, deck, insulation system and drainage technique.

- d. Site plan with building located and minimum one (1) foot contour grade intervals. All major site development, such as paving, utilities and outside facilities shall be shown, including property lines, adjacent existing structures, walls and fences fifty feet beyond the Project.
  - e. Building design shall pay particular attention to orientation, solar consideration and passive energy techniques and shall exceed all adopted energy regulations by 15%.
  - f. Identify minimum finish requirements, including ceiling, floors, walls, doors, windows, and types of hardware.
  - g. Identify code requirements, include occupancy classification(s) and type of construction.
2. Structural:
- a. Layout structural systems with dimensions and floor elevations. Identify structural systems (pre-cast, structural steel with composite deck, structural steel bar joists, etc.); with preliminary sizing identified.
  - b. Identify foundation systems (fill requirements, piles, caissons, spread footings, etc.); with preliminary sizing identified.
3. Mechanical:
- a. Provide “Basis of Design Narrative”
  - b. Calculate block heating, ventilation and cooling loads including skin versus internal loading.
  - c. Select a minimum of two (2) HVAC systems that appear compatible with loading conditions for subsequent life cycle costing.
  - d. Show selected system on drawings as follows:
    - i. Single line drawing(s) of all mechanical equipment spaces, ductwork and pipe chases.
    - ii. Location and preliminary sizing of all major equipment and duct work in allocated spaces
    - iii. Schematic piping
    - iv. Temperature control zoning.
4. Electrical:
- a. Provide “Basis of Design Narrative”
  - b. Calculate overall approximate electrical loads.

- c. Identify proposed electrical system for service, power, lighting, low voltage and communication loads.
  - d. Show system(s) selected on drawings as follows:
    - i. Single line drawing(s) showing major distribution system.
    - ii. Location and preliminary sizing of all major electrical systems and components including:
      - 1. Load centers
      - 2. Main panels
      - 3. Switch gear
  - e. Identify and define the scope of data/telephone system.
- 5. Civil:
  - a. Development of on and off site utility systems such as sewer, domestic water, storm drain, firewater lines, fire hydrants, reclaimed water and hydronic lines.
  - b. Identify surface improvements including roadways, parking (with assumed wheel weights) preliminary finish grades and drainage.
  - c. Coordinate finish floor elevations with architectural site plan.
- 6. Landscaping:

Development and coordination of landscape design concepts entailing analysis of existing conditions, proposed components and how the occupants will use the facility. Include location and description of planting, ground improvements and visual barriers.
- 7. CASp:
  - a. Review all design documents for conformance with accessibility.
- 8. Specifications:

Outline specifications of proposed architectural, structural, mechanical and electrical materials, system and equipment and their criteria and quality standards. Architect is to use District's standardized equipment/material list for new construction and modernization in development of the Project design and specifications.
- 9. Probable Costs:
  - a. Schematic Probable costs: This probable cost consists of unit cost applied to the major items and quantities of work. The unit cost shall reflect the complete direct current cost of work.

Complete cost meaning labor, material, waste allowance, sales tax and subcontractor's mark-up. Probable costs shall include 15% Design Contingency.

- b. General conditions shall be applied separately. This probable cost shall be prepared by specification section and summarized by the Construction Specification Institute (CSI) category.
- c. The probable cost shall separate the Project's building cost from site and utilities cost. Architect to submit to the District the cost estimating format for prior review and approval.
- d. Escalation: all probable costs shall be priced out at current market conditions. The probable costs shall incorporate all adjustments as appropriate, relating to mid-point construction, contingency, and cost index (i.e. Lee Saylor Index).

## MEETINGS

During the Schematic Design Phase, the Architect shall be available for as many meetings as reasonably necessary as dictated by the District Project Manager. Meetings will convene between the District and the Architect to address specific design issues and to facilitate the decision-making process. Such meetings shall be held at the Project Campus or remotely as stipulated by the District Project Manager. Decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the Architect.

## DELIVERABLES

In addition to the standard electronic deliverables, the Architect shall provide to the District the following quantities of materials resulting from the work of the Project:

- 8 - Schematic Design Package submittal with alternatives
- 2 - Probable Cost
- 2 - A statement indicating changes made to the program design
- 1 - DSA correspondence including emails, meeting notes, etc. to date.

## PRESENTATION

Architect along with his sub-consultants shall present and review with the District the detailed Schematic Design. The schematic design studies shall be revised within the program parameters until a final concept has been accepted and approved by the District at no additional cost to the District.

## PROJECT CESSATION PROVISIONS

Upon completion of the schematic design study, the District shall have the right to terminate this Agreement upon written notice of such termination to Architect. The District shall pay the Architect only the fee associated with the services provided under the Schematic Design Phase.



## DESIGN DEVELOPMENT (50% DD & 100% DD STAGES):

Upon written authorization by the District to proceed with the Design Development Phase, Architect shall prepare, from the Schematic Design Phase documents approved by the District, Design Development Phase broken down into two stages; 50% DD, which is the State Chancellor's Office Preliminary Planning Package. This submittal will be followed by the 100% DD stage. Each stage is consisting of the following:

1. Architectural:
  - a. Scaled, dimensioned floor plans with final room locations including all openings.
  - b. 1/8" scale building sections showing dimensional relationships and materials.
  - c. Site plan completely drawn with beginning notes and dimensions including grading and paving.
  - d. Preliminary development of details and large-scale blow-ups.
  - e. Legend showing all symbols used on drawings.
  - f. FF&E
    - i. Floor plans identifying all fixed and major movable equipment and furniture.
      1. Architect is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements.
      2. Facilitate coordination meetings necessary to arrive at final solution.
    - ii. Develop binder including the following:
      1. Categories
        - a. Owner Furnished, Contractor installed
        - b. Moving Existing equipment
        - c. Information Service Equipment needs
        - d. Owner Procured with Supplier Installation
      2. Cut Sheets
      3. Cost Estimating/ Budget Development
    - iii. Coordinate Manufacturer's Showroom visits

- iv. Support District in FF&E bid package development
  - g. Providing interior design and other similar services required for or in connection with color coordination including furnishing.
  - h. Further refinement of SD outline specification for architectural, structural, mechanical, electrical, civil and landscape systems and equipment.
  - i. Typical reflected ceiling development including ceiling grid and heights for each ceiling showing:
    - i. Light fixtures
    - ii. Ceiling registers or diffusers
    - iii. Access Panels
  - j. A tabulation of both the net and gross assignable floor areas, and a comparison to the initial program area requirements.
  - k. Provide a binder with catalogue cut sheets of all selected equipment. Obtain sign off from District and College Director of Facilities on transmittal sheet.
2. Structural:
- a. Structural drawing with all major members located and sized.
  - b. Establish final building and floor elevations.
  - c. Preliminary specifications.
  - d. Identify foundation requirement (fill requirement, piles, etc.) with associated soil pressure, water table and seismic center. Include necessary soil mitigation if required by soils report.
3. Mechanical:
- a. Heating and cooling load calculations and major duct or pipe runs substantially located and sized to interface with structural.
  - b. Schedule major mechanical equipment indicating size and capacity.
  - c. Devices in ceiling should be located. Begin coordination with electrical and architectural ceiling plans.
  - d. Recommendations to acquire LEED® certification.
  - e. Legend showing all symbols used on drawings.

- f. More developed outline specifications indicating quality level and manufacturer.
- 4. Electrical:
  - a. All lighting fixtures should be located and scheduled showing all types and quantities of fixtures to be used, including proposed lighting levels for each usable space(s).
  - b. All major electrical equipment should be scheduled indicating size and capacity.
  - c. Complete electrical distribution including a one line diagram indicating final location of data/telephone, switchboards, communications, controls; (high and low voltage) motor control centers, panels, transformers and emergency generators, if required.
  - d. Recommendations to acquire LEED® certification.
  - e. Legend showing all symbols used on drawings.
  - f. More developed outline specifications indicating quality level and manufacturer.
- 5. Civil:
  - a. Further refinement of SD drawings of points of connection and runs for utility systems for sewer, domestic water, storm drain, fire water, reclaimed water, and hydronic lines. Includes pipe sizes, materials, invert elevation location and description of manholes, clean outs, hookups, bedding and installation details.
  - b. Further refinement of SD roadways, parking and storm drainage improvements. Includes details and large-scale drawings of curb and gutter, manhole, thrust blocks, paved parking and roadway sections.
  - c. Outline specifications indicating quality level and manufacturer.
- 6. Landscape:
  - a. Further refinement of SD concepts. Includes coordination of hardscape, landscape planting, ground cover and reclaimed water irrigation main distribution lines.
  - b. Outline specifications indicating quality level and manufacturer.
- 7. CASp:
  - a. Review all design documents for conformance with accessibility.
- 8. Specification:

Continue to develop the District provided technical specifications, general condition specification and supplementary conditions.

9. Probable Cost:

Design Development Probable Cost at 50% DD & 100% DD: Prepared by specification section, summarized by CSI category. The probable cost shall include unit costs of materials, labor and equipment. Sales tax, contractor's mark-ups shall be identified as a separate line item. Soft cost including estimated Architect fee and general conditions shall be listed separately. Probable costs shall include 12% Design Contingency at 50% DD & 10% Design Contingency at 100% DD.

#### MEETINGS

During the Design Development Phase, the Architect shall be available for as many meetings as reasonably necessary as dictated by the District Project Manager that will convene to address specific design issues and to facilitate the decision-making process. Such meetings will be held at the Project campus or remotely as stipulated by the District Project Manager. Documented decisions (not pending items) made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions affecting program, master plan and schematic design shall constitute a change in the scope of services of the Architect. District and Architect shall schedule progress meetings to coincide with the Architect's coordination meeting.

#### DELIVERABLES

In addition to the standard electronic deliverables, the Architect shall provide to the District the following quantities of materials resulting from the work of the Project:

- 8 - Drawings from all professional disciplines as necessary to deliver the Project
- 3 - Bid Package scoping recommendation
- 8 - Binder of Catalogue Cut Sheets
- 8 - Outline Specifications
- 2 - Probable Cost
- 2 - DSA File, including all correspondence, meeting notes, etc. to date
- 2- State Chancellor's Office Preliminary Planning Package

#### CONSTRUCTION DOCUMENTS

Upon written authorization from the District to proceed with the Construction Documents Phase, Architect shall prepare from Design Development Phase Documents approved by the District, a Construction Document consisting of the following:

Prepare construction documents in compliance with the appropriate applicable building codes, ordinances and other regulatory authorities.

#### CONSTRUCTION DOCUMENTS (C/D) 50% STAGE:

1. Architectural:

- a. Site plan developed to show building location, all topographical elements and existing/proposed contour lines.
- b. Elevations (exterior and interior), sections and floor plans corrected to reflect design development review comments.
- c. Architectural details and large blow-ups underway.
- d. Well-developed finish, door, and hardware schedules.
- e. Site utility plans underway.
- f. Fixed equipment schedules, details and identification underway.
- g. Reflected ceiling plans coordinated with floor plans and mechanical and electrical systems.
- h. Color Boards with interior finish samples included for flooring, paint and wall finishes, doorframe and door finishes, casework, tile, countertops, etc.
- i. Finalize any outstanding items for binder with catalogue cut sheets of all selected equipment. Obtain sign off from District and College Director of Facilities listing all added items on transmittal sheet.

2. Structural:

- a. Structural floor plans and sections with detailing well advanced.
- b. Structural footing and foundation plans, floor and roof framing plans with detailing well advanced.
- c. Completed cover sheet with general notes, symbols and legends.

3. Mechanical:

- a. Mechanical calculations virtually completed with all piping and ductwork sized.
- b. Large scale mechanical details underway.
- c. Mechanical equipment schedule substantially developed.

4. Electrical:

- a. Lighting, power, signal and communication plans including all switching and controls. Fixture schedule and lighting details development underway.

- b. Distribution information on all power consuming equipment; lighting and device branch wiring development underway. 20% spares must be included per new panel.
  - c. All electrical equipment schedules underway.
  - d. Special system components should be approximately located on plans.
  - e. Completely develop the layout of data/telephone system, including equipment room layouts, raceway and conduit routing and outlet locations.
- 5. Civil:
  - a. All site plans, site utilities, parking and roadway systems updated to reflect update comments from Design Development review.
  - b. Production of Stormwater Pollution Prevention Plan (SWPPP) document and filing with State Water quality Board.
- 6. Landscape:

All landscape, hardscape and irrigation plans updated to reflect update comments from Design Development.
- 7. CASp:
  - a. Review all design documents for conformance with accessibility.
- 8. Probable cost:

Update and refine the Design Development Phase Probable cost sorted by approved scope for bid packages. Probable costs shall include 8% Design Contingency.
- 9. Specifications:
  - a. Virtually complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project in CSI format.
  - b. Where articles, materials and equipment are identified by brand names, at least two names shall be used, and such names shall be followed by the words "or approved equal" in accordance with Public Contract Code, Section 3400. Specifications shall not contain restrictions that will limit competitive bids other than those required for maintenance convenience as approved by the District. Formal review of specifications by the District and corrections made as directed at no cost to the District.

#### **CONSTRUCTION DOCUMENTS 75% STAGE**

Architect must respond to/incorporate constructability comments during the 75% and 100% construction document phases.

1. Architectural:

- a. Virtually complete site plan.
- b. Virtually complete floor plan, elevations and sections.
- c. Architectural details and large blow-ups near completion.
- d. Finish door, and hardware schedules virtually complete, including most details.
- e. Site utility plan virtually complete.
- f. Fixed equipment details and identification virtually complete.
- g. Reflected ceiling plan virtually complete.
- h. Provide Finish Schedule (with the exceptions of colors) identifying type of material and textures on walls, floors, doors, etc. Architect to recommend color selection for approval by the District.
- i. All equipment catalog cuts.

2. Structural:

Completed structural floor plans and sections with detailing well advanced.

3. Mechanical:

- a. Mechanical load calculations complete and all piping and ductwork sized.
- b. Large scale mechanical details should be substantially complete.
- c. Mechanical schedule for equipment substantially complete.

4. Electrical:

- a. Lighting, power, signal and communication plan(s) should reflect all switching and controls. Fixture schedule(s) should be virtually complete.
- b. Distribution information on all power consuming equipment; lighting and device branch wiring should be virtually complete.
- c. All electrical equipment schedules should be virtually complete.
- d. Special system components should be located on plans.

5. Civil:

All site plans, site utilities, parking and roadway systems updated to reflect update revisions from 50% CD's.

6. Landscape:

All landscape, hardscape and irrigation plans updated to reflect update revisions from 50% CD's and completed.

7. CASp:

- a. Review all design documents for conformance with accessibility.

8. Specifications:

Formal review of specifications by the District and Facilities/Maintenance group with corrections made as directed at no cost to the District.

**CONSTRUCTION DOCUMENTS – 100% SUBSTANTIAL COMPLETION STAGE:**

Architect must respond to/incorporate constructability comments during the previous construction document phases.

1. Architectural:

- a. Completed site plan, floor plans, elevations and sections.
- b. Architectural details and large blow-ups completed.
- c. Finish, door and hardware schedules completed, including all details.
- d. Site utility plans completed.
- e. Fixed equipment details and identification completed.
- f. Reflected ceiling plans completed.

2. Structural:

- a. Structural floor plans and sections with detailing completed.
- b. Structural calculations completed.

3. Mechanical:

- a. Large scale mechanical details completed.
- b. Mechanical equipment schedules completed.
- c. Completed electrical schematic for HVAC equipment.



d. Complete energy conservation calculations and report.

4. Electrical:

- a. Lighting and power plan including all switching and controls. Fixture schedule and lighting details completed.
- b. Distribution information on all power consuming equipment, including lighting, power, signal and communication device(s) branch wiring completed.
- c. All electrical equipment schedules completed.
- d. Special system components plans completed.
- e. Electrical load calculations completed.

5. Civil:

All site plans, site utilities, parking and roadway systems completed.

6. Probable Cost:

Update and refine the 50% Construction Document Probable cost. Probable costs shall include 5% Design Contingency. Architect shall to maintain a minimum 5% Design Contingency at DSA submittal stage

7. Specifications:

- a. Complete development and preparation of technical specifications describing materials, systems and equipment, workmanship, quality and performance criteria required for the construction of the Project in CSI format.
- b. Specifications shall not contain restrictions that will limit competitive bids other than those approved by the District as necessary to meet maintenance requirements.
- c. At one hundred percent (100%), specifications shall be reviewed by the District to ensure compliance with required modifications and corrections made as directed at no cost to the District.

**CONSTRUCTION DOCUMENTS (C/D) & STATE CHANCELLOR'S OFFICE WORKING DRAWINGS  
FINAL STAGE**

The construction documents final stage shall be for the purpose of the Architect incorporating all Regulatory Agencies' comments into the drawings, specifications, and probable cost. All corrections made by the Architect during this stage should be at no additional cost to the District.

The final contract documents delivered to the District upon completion of the Architect's work shall consist of the following:

1. Drawings:

All drawings with Architect/sub-consultant's State license stamp and DSA stamp.

2. Specifications:

Original technical specifications on reproducible masters or CD/DVD format if acceptable to District's reprographics firm in CSI format.

Completely coordinated sub-consultant's work.

3. Complete Working Drawings Package for the State Chancellor's Office Submittal

## MEETINGS

During the Construction Document Phase, the Architect shall be available for as many meetings as reasonably necessary as dictated by the District Project Manager and will convene to address specific design issues and to facilitate the decision-making process. Such meetings will normally be held at the Project campus or remotely as dictated by the District Project Manager. Documented decisions made at such meetings and subsequently approved by the District shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the Scope of Architect Services.

A minimum of two weeks prior to anticipated plan submission to the Division of the State Architect (DSA), the Architect shall convene a final design review conference to be attended by the District and all sub-consultants for the purpose of confirming readiness for submission. The Architect shall utilize the most current version of Form DSA-3, Project Submittal Checklist, to document the completeness of the submission. Status indicated on the checklist shall be verified by physical examination of the Project documents during the review conference. Any forms required to be submitted to DSA at the time of plan submission shall be reviewed in draft form at the design review conference. Should the Project not be considered sufficiently complete for submission to DSA, the Architect shall convene, at no additional cost to the District, an additional design review conference, after deficiencies from the initial conference have been resolved, to confirm readiness for submission.

## DELIVERABLES

In addition to the standard electronic deliverables, the Architect shall provide to the District the following quantities of materials resulting from the work of the Project:

8 - Fifty percent (50%) submittal – 8 copies of the fifty percent (50%) working drawings, 8 specifications, and 2 probable costs.

8 - Seventy five percent (75%) submittal – 8 copies of the seventy five percent (75%) working drawings, 8 specifications and 8 sets of equipment cut sheets.

2 - Statement of requirements for testing and inspection of service for compliance with construction documents and applicable codes. (Submit with 50% & 75% CD submittal).

8 - One hundred percent (100%) submittal – 8 copies of the one hundred percent (100%) working drawings, 8 specifications, two (2) engineering calculations and 2 probable costs.

1 - DSA file including all correspondence, meeting, back check comments, checklists, etc. to date. (Submit with 100% CD submittal).

2 - Number of copies of all required documents necessary for DSA submittal and approval.

2 -A statement at each stage of CD review indicating any authorized changes made to the program from the last submittal and the cost impact of such changes on the previously approved Construction Budget. If no material changes occur, but costs are adjusted, clearly identify these changes for District review. (Submit with all submittals, 50%, 75%, and 100%).

## **BIDDING PHASE**

The development of the bidding procedure and the general condition of the construction contract shall be the joint responsibility of the District and the Architect. Architect shall assist the District in the prequalification process.

In the event that items requiring interpretation of the drawings or specifications are discovered during bidding period, said items shall be analyzed by the Architect for decision by the District as to the proper procedure required. Corrective action taken will be in the form of an addendum prepared by the Architect and reviewed by the District prior to release.

Architect shall be present during the bid opening.

## **CONSTRUCTION ADMINISTRATION PHASE**

1. The Architect's responsibility to provide Services for the Construction Phase under this Agreement commences with the award of the first prime Contract for Construction and terminates at the earlier of the issuance to the District of the final Certificate for Payment or sixty (60) days after the date of substantial completion of construction. All Construction Administration work required of the Architect shall be also be required of Architect's sub-consultants as pertains to their scope of work.
2. During construction, the Architect shall furnish all necessary additional drawings for supplementing, clarifying and/or correcting purposes and for change orders required. Such drawings shall be at no additional cost unless designated as an additional service to the District. The drawings and contract wording for change orders shall be submitted to the District for distribution.
3. The Architect will proceed with the services required by the Construction Administration Phase of this Agreement upon Board approval for award of construction bid.
4. The Architect shall review and approve or take other appropriate action upon contractor's submittals such as: shop drawings, Project data, samples and change orders.
  - a. The Architect's action shall be taken within Ten (10) calendar days so as to cause no unreasonable delay in the work or in the construction of the District or of separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed ten (10) calendar days from the receipt by the Architect.

5. During the course of construction, all Requests for Information/Clarification must be responded to in a most expeditious manner so as not to impact and delay the construction progress.
6. Drawings or change orders required due to actions of the District which are beyond the scope of the Architect's responsibilities, shall be considered extra services.
7. Architect shall schedule weekly visits to the job site for on-site review of the construction of the Project and in coordination with the construction progress meetings. The purpose of these visits is to interpret or clarify in the Contract Documents and to monitor the progress of the Project.
8. Architect shall provide the District with a digital photo survey of weekly progress consisting of no less than five photos related to overall, general progress and the appropriate number of photos necessary to document any field issues requiring resolution. Photos shall be emailed to the District's project manager with a narrative describing contents within 48 hours of the weekly meeting.
9. The Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The Architect shall endeavor to guard the District against defects and deficiencies in the work. However, the Architect shall not be a guarantor of the contractor's performance.
10. The Architect shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The Architect shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees.
11. Architect shall provide a log identifying all operations and maintenance manuals, and warranty documents for all equipment and installed systems. The Architect shall review contractor's submittal for completeness and submit to District.
12. Architect provide a complete DSA file to the District, including all correspondence, meeting notes, back check comments, checklists, inspection affidavits, etc. to the District at acceptance.

#### **CLOSE OUT PHASE**

1. The Architect's responsibility to provide Services for the Close Out phase under this Agreement commences with the Contractor's request for a punch list walk and terminates at the close out the Project with the Division of the State Architect.
2. Architect including consultants shall participate in/develop punch lists as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
  - a. Architect shall provide District and contractor with a comprehensive punch list itemizing all outstanding issues on an area by area basis.

- b. Architect shall walk with District and contractor to confirm that punch list items are completed. Architect may use original list with items highlighted to show those areas as still outstanding.
  - c. Architect shall perform follow up walk for any punch list items that were outstanding.
  - d. After the third punch list walk, if there remains any incomplete items, Architect shall provide to the District a cost analysis of all outstanding items.
3. Architect shall evaluate the success of any required maintenance period upon completion of the timeframe. Architect will confirm that the requirements for the maintenance period were met with a follow up report to the District.
4. Architect shall provide architectural/engineering advice to the District on start-up, break-in and debugging of facility systems and equipment; and participate in/develop punch lists including consultants as appropriate to identify apparent deficiencies in construction following the acceptance of the contractor's work.
5. The Architect shall work with the District and their consultants in complete close out of the Project. This phase will be considered complete upon a complete submittal to the Division of the State Architect of all close out documentation.
6. Architect shall perform a building walk one month prior to the one year warranty period (as established by the Notice of Completion filed by the Board of Trustees) to evaluate the condition of all facilities/improvements. Architect shall meet with the maintenance and facilities representatives and make recommendations for which, if any, warranty items will be requested prior to warranty expiration.

#### ARTICLE 4     ADDITIONAL ARCHITECT'S SERVICES

- 4.1. **Additional Services.** Requests for additional services shall be made by the District in writing and this Agreement is not a pre-authorization for additional services. Architect shall be compensated for additional services in accordance with the provisions of the Agreement and the amounts indicated in Attachment "D". If the duration of Architect services is extended, due to the District's need for Additional Services, the Architect shall be entitled to additional compensation as set forth in Attachment "D". Architect shall perform additional services only upon the approval and execution of an amendment to this Agreement by both parties. The Architect 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.
- 4.2. **Notification and Authorization.** Architect shall notify the District in writing of the need for additional services required due to circumstances beyond the Architect's control. Architect 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 Phase Approvals. Providing services required because of significant changes made in the Project after approval of each phase of the work including, but not limited to, size, quality, complexity, or the District's schedule, except for services and changes related to design errors or omissions.
  - c. Change Orders. Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the Architect.
  - d. Damage or Destruction. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
  - e. Contractor Default. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the District or Contractor under the construction contract.
  - f. Legal Services. Providing services in connection with an arbitration proceeding or legal proceeding except where the Architect is a party thereto.
  - g. Consultant Coordination. Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the District.
  - h. Test and Balance. Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.
- 4.3. **Construction Administration Add Service**. If authorized in writing by District, Architect shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the Architect, and the Architect shall be compensated therefore as agreed by the District and Architect. Through the observations of such Project Representative(s), the Architect shall endeavor to provide further protection for the District against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the Architect as described elsewhere in this Agreement. Such services shall be compensated based on the attached standard hourly rates.

## ARTICLE 5 TERMS OF SERVICE

- 5.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation Architect's performance of the service required hereunder and District's payment of all sums due to Architect.
- 5.2. **Term.** The project time frame is anticipated for 46 months. Services under this Agreement shall be diligently performed by the Architect through the anticipated project timeframe plus one additional year for the 11-month warranty walk for a completion date of July 1, 2025. The Architect's contract terminates at completion of the warranty walk.
- 5.3. **Extension.** This term shall be extended at no cost to the District as result of delays caused directly by Architect actions. The term may be extended due to construction delay other than those delays caused by Architect's actions.
- 5.4. **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 "D".
- 5.5. **Suspension Notice.** District may suspend this Agreement at any time without penalty by written notice to Architect of such suspension.

## ARTICLE 6 INDEMNITY AND INSURANCE

- 6.1. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the Architect shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or injuries/illnesses of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of Architect, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the Architect's Work of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. Architect shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of Architect's business, revenues or profits, or special,

consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

- a. Architect's obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
- b. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
- c. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Architect from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

6.2. **Insurance.** The Architect and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust Architect's required minimum coverage limits set forth herein at the commencement of a renewal term by providing Architect and subconsultant (if applicable) written notice. Should Architect maintain insurance policies with broader coverage and limits of liability that exceed the minimum coverage and limit requirements stated herein, those broader coverages and higher limits shall be deemed to apply to any loss or claim where Architect is required to indemnify the District.

- a. A.M. Best Financial Rating. Architect and its subconsultants' policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.
- b. Admitted Carrier(s). Architect and its subconsultants' policies of insurance shall be afforded by insurers who are admitted - licensed to transact business in the State of California.
- c. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, Architect shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease - Each Employee, and One Million Dollars (\$1,000,000) for Disease - Policy Limit.



- d. Commercial General Liability. Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.
- e. Automobile Liability. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover bodily injury and property damage losses involving "Any Auto".
- f. Professional Liability aka Errors and Omissions. Architect and its subconsultants shall each procure and maintain throughout the term of this Agreement, Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) general aggregate to cover against liability claims/lawsuits related to the professional Work as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.
- g. Valuable Document Insurance. The Architect and its subconsultants 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.
- h. Additional Insured Endorsement. Architect and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Architect's and Architect's subconsultants Commercial General Liability, Automobile Liability, and Valuable Document insurance policies.
- i. Primary and non-contributory endorsement. Architect and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.
- j. Waiver of Subrogation Endorsements. Architect and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to Architect and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.
- k. No Cancellation or Material Modification. Architect and its subconsultant's policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District.

- I. Certificate(s) of Insurance and Endorsement(s). Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon Architect's execution of this Agreement. No work shall commence by Architect or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District. Should Architect or its subconsultant's insurance expire during the term of this Agreement, renewal certificate(s) of insurance and endorsement(s) shall be provided prior to the expiration of the policies or within 10 days of expiration. Failure of Architect or its subconsultants to furnish the required certificate(s) and endorsement(s) shall not be deemed a waiver of this provision by the Architect, as stated herein.

## ARTICLE 7 COMPENSATION TO THE ARCHITECT

- 7.1. **Contract Price for Services.** The Contract Price for the Architect's performance of the Services under this Agreement shall be firm and fixed consisting of the following lump sum prices broken down as a percentage of the total cumulative fee assigned to each phase. The percentage split for each phase shall be reasonable and consistent with the level of engagement anticipated for that phase. The total percentage of all fees for each phase shall not exceed 100% of the total Not to Exceed Fee for the Architectural Services for this project.

a.	Programming Phase	\$ 25,520
b.	Schematic Design Phase	\$271,770
c.	Design Development Phase	\$329,630
d.	Construction Document Phase	\$544,990
e.	Complete DSA Approval including Back-Check Phase	\$133,820
f.	Bidding Phase	\$ 44,600
g.	Construction Phase	\$720,010
h.	Close Out Phase	\$ 43,860
i.	Services for Swing Space (calculated on at time and material basis and shall be paid only on an as needed/incurred basis)	\$200,000
j.	<b>District Controlled Allowance</b>	\$200,000
	<b>TOTAL NOT TO EXCEED</b>	<b>\$2,514,200</b>

- 7.2. **Price Inclusions.** The Agreement Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees, labor, material, all direct and indirect cost, personnel expenses of any sub-consultant or subcontractor to the Architect, travel for personnel to and from the Site, travel

within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino, and Ventura, insurance and all other overhead/administrative expenses or costs and profit associated with performance of the Services, except for Allowable Reimbursable Expenses as described in the provision below. At no time shall meals be considered a reimbursable expense.

The District Controlled Allowance may be removed from the Agreement at any time at the discretion of the District's Project Manager via an Amendment. Any unused portions of the Allowance remaining at the end of the project will be deducted from the final cost and credited to the District thereby reducing the total Agreement value by that amount.

- 7.3. **Payment in Full.** This compensation shall be compensation in full for all Services performed by the Architect under the terms of this Agreement, except where additional compensation is agreed upon between the Architect and District in writing as provided for as additional services.
- 7.4. **Reimbursable Expenses.** Any expenses incurred by the Architect and Architect's employees in the interest of the Project shall require District's written approval before being incurred. The District shall not be liable to Architect for any costs or expenses paid or incurred by Architect and Architect's employees in performing Services for District, except reimbursable expenses that has been pre-approved in writing. Records of such expenses shall be provided to the District's review and approval. Reimbursable Expenses:
- a. Are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and subconsultants in the interest of the Project.
  - b. Shall only be authorized, pre-approved and most economical transportation, air fare for out-of-town travel related to the Project; and fees paid for securing approval of authorities having jurisdiction over the Project. Architect's normal travel expense (including to and from the Project) and meals are excluded.
  - c. Expenses related to reproduction, (except those needed for the use of the Architect and their Architect or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents.
  - d. Expense of renderings, models and mock-ups requested by the District if not part of Architect's Basic Services will be reimbursed.
  - e. There shall be no markups on reimbursable expenses.
- 7.5. **Criteria and Billing for Extra Work.** The following extra services to this Agreement shall be performed by Architect if needed and requested by the District:
- a. Providing inspection services that are outside Orange, Los Angeles, San Diego or Riverside County.

- b. Provide inspection services that are beyond allowable daily hours.
  - c. Providing services required in connection with replacement of such work because of damage caused by fire or other causes during construction.
  - d. Providing services made necessary because of construction contractor default.
  - e. Extra Work fees shall not be paid in the event that the Architect is required to adjust performance as a result of the Division of the State Architect's definition of required knowledge.
  - f. The fee per hour for extra work identified below shall be inclusive of all overhead, administrative, direct and indirect costs and profits. The hourly rates reflected in Attachment D shall be effective as of the date of execution of this Agreement and shall remain firm through the entirety of the term.
- 7.6. **Architect Monthly Billing Statements.** Architect 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 Architect. Services are to be invoiced by phase in accordance with percent complete.
- a. Architect to send invoices to [AccountsPayable@socccd.edu](mailto:AccountsPayable@socccd.edu) and to the District Project Manager at [naljuburi@socccd.edu](mailto:naljuburi@socccd.edu) or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of Services. If payment term differs, it must be noted in the Compensation to the Architect provision as stipulated herein. **To ensure prompt and accurate payment, all invoices related to this Agreement shall reference the following Agreement Number: DSFP-FACCUST-2277-2020.**
- 7.7. **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. Architect shall remain liable to the District in accordance with applicable law for all damages to the District caused by Architect's failure to perform any of the Services furnished under this Agreement.
- 7.8. **District Payment of Contract Price.** Within 30 days of the date of the District's receipt of Architect's billing invoices, District will make payment to Architect of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses.

- 7.9. **Withholding Payment.** The District may, however, withhold or deduct from amounts otherwise due Architect hereunder if Architect 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 Architect 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.
- 7.10. **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 Architect's invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the Project.
- 7.11. **Schedule Delay.** To the extent that the time initially established for the completion of Architect's Services is exceeded or extended through no fault of the Architect, compensation for any Services rendered during the additional period of time shall be computed at standard hourly rates as established in Attachment D.

## ARTICLE 8 ARCHITECT'S WORK PRODUCT

- 8.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the Architect for this Project shall be and remain the property of the District. Such drawings and specifications and other documents supplied as herein required shall be the property of the District whether or not the work for which they were made is executed. Architect grants to District the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another project constructed for the District. If the drawings, specifications and/or other documents are reused for another project constructed for the District, then the District agrees that Architect shall not be responsible for any reuse of the drawings, specifications and/or other documents. The District is not bound by this Agreement to employ the services of Architect in the event such drawings, specifications and/or other documents are reused. Architect 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 Architect pursuant to this Agreement.
- 8.2. **Electronic Copy of Documents.** The Architect shall perform the work under this Agreement using insert BIM or CAD software and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon submittal to the Division of the State Architect and upon Project completion, a reviewed set of the As-built documents, including minor corrections, if needed. If work is terminated prior to DSA submittal, a copy of the work completed to date shall be provided to the District.
- 8.3. **Matters Produced Under this Agreement.** Architect 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 rights, titles and interests 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. Architect consents to use of Architect's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

- 8.4. **Copyright/Trademark/Patent Materials.** Architect 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. Architect consents to use of Architect's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium for no monetary gains to the Architect.

Architect is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Architect agrees to defend, indemnify, and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

- 8.5. **Documentation.** The Architect shall make a written record of all meetings, conferences, discussions and decisions made between or among the District, Architect and Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The Architect shall provide a draft copy of such record to the District for review and comment, make adjustments and provide a final copy to the District and a copy to the Contractor upon request.

## ARTICLE 9      TERMINATION

- 9.1. **Termination for Convenience.** District may, at any time, with or without reason, terminate this Agreement and compensate Architect 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 Architect. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the Architect or no later than three days after the day of mailing, whichever is sooner.
- 9.2. **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 Architect; or (b) any act by Architect exposing the District to liability to others for personal injury or property damage; or (c) Architect is adjudged a bankrupt, Architect makes a general assignment for the benefit of creditors or a receiver is appointed on account of Architect'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.

- 9.3. **Suspension of Project.** The District may suspend this Agreement at any time without penalty by written notice to Architect 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 Architect 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 Architect shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the Architect's services.
- 9.4. **Abandonment of Project.** If the District abandons the Project for more than ninety consecutive days, the Architect shall be compensated for services satisfactorily performed prior to the abandonment. Upon mutual consent by both parties this Agreement may terminated.
- 9.5. **Non Payment.** Except for the provision stated in Article 7.8. Withholding Payment, the District's failure to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and may cause for termination by the Architect.
- a. In the event the District fails to make timely payment, the Architect may, upon seven (7) days written notice to the District, suspend performance of services under this Agreement.
- b. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice.
- 9.6. **Architect Compensation.** The Architect shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the Architect. The District shall pay the Architect only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 9.7. **Liability for District Damages.** In the event of termination due to the fault of Architect, Architect shall receive compensation due for services satisfactorily rendered prior to the date of termination. The Architect is liable for all damages suffered by the District due to Architect's failure to perform as provided in the Agreement.

## ARTICLE 10 DISPUTES, MEDIATION, ARBITRATION

- 10.1. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the Project or to this Agreement or the breach thereof shall be first attempted to be resolved through mediation.

- 10.2. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this Agreement will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Architect, 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.
- 10.3. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, Architect agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, Architect agrees it will neither rescind this Agreement nor stop the progress of the work. The District and Architect agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.



- 11.1. **District Provided Information.** The District shall provide to the Architect full information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.
- 11.2. **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 Architect. Architect shall consult with authorized employees, agents, and representatives of District relative to the design and construction of the Project. However, Architect shall accept directives only from District's designated representative and not from other District employees or consultants. The District shall notify Architect 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 Architect, the District Representative is:

**Nawar Al Juburi, Senior Project Manager**

- 11.3. **District Notification.** The District shall give prompt written notice to the Architect if the District becomes aware of any fault or defect in the Project or nonconformance with the construction contract. However, the District's failure or omission to do so shall not relieve the Architect of his/her responsibilities hereunder and the District shall have no duty to observe, inspect or investigate the Project.
- 11.4. **Project Description.** The District shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the Project as required.
- 11.5. **Geotechnical Data.** The District shall furnish geotechnical data when these data are reasonably deemed necessary by Architect, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 11.6. **Reliable Information.** The Architect may rely on the information provided by District but only to the extent such reliance is consistent with Architect's obligations under this Agreement

## ARTICLE 12 MISCELLANEOUS

- 12.1. **Representations and Warranties.** Architect and its sub-consultants on its own behalf and on behalf of all of its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, Architect and its sub-consultants acknowledge and agree that the District, in deciding to engage Architect pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Architect's engagement hereunder:

Architect and its employees are qualified in all respects to provide to the District all of the Services contemplated by this Agreement and, to the extent required by any applicable laws, Architect and

its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Work as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of this Agreement.

Architect, in providing the Services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. Architect shall be liable for all violations of such laws and regulations in connection with the Work as described herein.

- 12.2. **Equal Opportunity/Non-Discrimination.** Architect shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

Architect shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Architect shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

- 12.3. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, Architect agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Architect certifies and understands that every person required to register under Section 290 shall disclose his or her status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent contractor, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by imprisonment in a county jail for not exceeding six (6) months, by a fine not exceeding One Thousand Dollars (\$1,000), or by both that imprisonment and fine, and a violation of this section shall not constitute a continuing offense.

- 12.4. **Background Check.** Contractor hereby certifies that Contractor has never been charged with a felony, including any "violent felony" as defined in California Civil Code Section 667.5(c) or serious felony defined by California Civil Code Section 1192.7 prior to, or on the date of, this Agreement. Contractor shall notify District in writing immediately if Contractor is charged with any felony during the term of this Agreement in which case District may terminate this Agreement

immediately. Contractor further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. Contractor hereby consents to the background check to the fullest extent permitted by law. Contractor agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Article, including any such issue arising from any felony Contractor has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.

- 12.5. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Architect shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Architect will permit the District to audit, and to make audits of all invoices, materials, payroll, records of personnel and other data related to all matters covered by this Agreement.
- 12.6. **Review, Approval or Acceptance.** Review, approval or acceptance of Architect's services whether by District or others, shall not relieve Architect from responsibility for errors and omissions in Architect's services.
- 12.7. **Cumulative Rights, Waiver, and Modification.** 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 Architect 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.
- 12.8. **Employment with Public Agency.** If Architect is an employee of another public agency, Architect agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which Services are actually being performed pursuant to this Agreement.
- 12.9. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with jurisdiction/venue in Orange, California.
- 12.10. **Force Majeure.** The Architect and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any Services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Architect's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics;

pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

- 12.11. **Independent Contractor.** Architect, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of the District. Architect and its sub-consultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers 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 Workers' Compensation. Architect assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Work to be provided under this Agreement. Architect shall assume full responsibility for withholding and payment of all federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Architect and Architect's employees. Architect should be aware that the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Architect or Architect's employees or sub-consultants. Architect agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of Architect to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Architect's employees or sub-consultants.
- 12.12. **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 Architect and District hereunder.
- 12.13. **Assignment.** The obligations of the Architect pursuant to this Agreement shall not be assigned by the Architect without the express written approval of the District.
- 12.14. **Permits/Licenses.** Architect and all Architect'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.
- 12.15. **Notices.** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party

may be changed by written notice given in accordance with the notice provisions of this Article.  
At the date of this Agreement:

District	Architect
Name	Kaveh Amirdelfan
Nawar Al Juburi	Title
Senior Project Manager	
South Orange County	Hammel, Green, Abramson, Inc. (HGA)
Community College District	kamirdelfan@hga.com
28000 Marguerite Parkway	1302 Colorado Avenue
Mission Viejo, CA 92692	Santa Monica, CA 90404

12.16. **Communications** between the parties shall be sent to the following addresses:

District	Architect
Name	Joseph Sion
Nawar Al Juburi	Project Manage
Senior Project Manager	
South Orange County	Hammel, Green, Abramson, Inc. (HGA)
Community College District	
28000 Marguerite Parkway	1301 Colorado Avenue
Mission Viejo, CA 92692	Santa Monica, CA 90404
naljuburi@socccd.edu	jsion@hga.com

COPY

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

12.17. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

12.18. **Interpretation**. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Articles or other provisions of this Agreement. Any reference

in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.

- 12.19. **Conflict of Interest.** Architect hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Architect has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Architect has no business or financial interests which are in conflict with Architect's obligations to District under this Agreement; and (iii) Architect shall not employ in the performance of Work under this Agreement any person or entity having any such interests.
- 12.20. **Certification Regarding Debarment, Suspension or Other Ineligibility.** (Applicable to all agreements funded in part or whole with federal funds).
- a. By executing this contractual instrument, Architect agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
  - b. By executing this contractual instrument, Architect certifies to the best of its knowledge and belief that it and its principals:
    - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
    - 2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Architect's present responsibility;
    - 3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification; and
    - 4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;

- c. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - d. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.
- 12.21. **Entire Agreement/Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by the District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive Work in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall complement the terms of this Agreement.
- 12.22. **Supersedes.** This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the Parties whether oral or written expressed or implied in relation to the Services contemplated in this Agreement for this specific Project. No other Agreement or understanding concerning the same has been entered into or will be recognized.
- 12.23. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Architect is/are duly and fully authorized to execute this Agreement on behalf Architect and to bind the Architect to each and every term, condition, and covenant of this Agreement.
- 12.24. **Approval by District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against the District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.
- 12.25. **Definitions**
- a. **Contract.** A Contract for Construction services awarded by the District to a Contractor/Consultant for the construction of a portion of the Project.

- b. **Contractor.** A Contractor to the District under a Contract awarded by the District for construction of the Project.
- c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the Project. Design Documents include surveys, soil reports and other documents prepared for the Project by a licensed Architect or registered Engineer, whether under contract to the Architect or District.
- d. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the Project.
- e. **Site.** The physical area for construction and activities relating to construction of the Project.
- f. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the District under a Contract for construction of the Project. Construction Contract Documents include all modifications issued by or on behalf of the District. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for Project construction.
- g. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- h. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.



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

Architect  
Hammel, Green, Abramson, Inc. (HGA)

District  
South Orange County Community College District

\_\_\_\_\_  
Kaveh Amirdelfan  
Principal in Charge

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(41-0778838)

## ATTACHMENT C - FEE AND RATE PROPOSAL

The fee schedule below includes fully burdened hourly rates for each title/individual proposed for the work. It is the proposer's responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit a not-to-exceed fee accordingly using the form below.

Fees shall be firm and fixed.

Fees shall be inclusive of the billable hourly rates and estimated total hours required to fulfill their duties. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. The Architectural fees for this project include:

PROJECT PHASE	NOT TO EXCEED FEE
Programming Phase	\$25,520
Schematic Design Phase	\$271,770
Design Development Phase	\$329,630
Construction Document Phase	\$544,990
Complete DSA Approval including Back-Check Phase	\$133,820
Bidding Phase	\$44,600
Construction Administration	\$ 720,010
Close Out Phase	\$43,860
Swing Space Services *	\$200,000
District Controlled Allowance	\$200,000
<b>TOTAL NOT TO EXCEED FEE</b>	<b>\$2,514,200</b>

*\* Fee assumes a single site for the swing space and limited civil, structural, and MEP upgrades (calculated on a time and material basis and shall be paid only on an as needed/incurred basis)*

#### **ATTACHMENT D - CRITERIA AND BILLING FOR EXTRA WORK**

The following extra services to this Agreement shall be performed by Architect if needed and requested by the District.

1. Making revisions in drawings, specifications or other documents when such revisions are:
  - a. Inconsistent with approvals or instructions previously given by the District.
  - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
  - c. Due to changes required as a result of the District's failure to respond to a written request from the Architect within a reasonable time, as requested by Architect.
2. Providing services required because of significant documented changes in the Project initiated by the District, including but not limited to, size, quality, complexity, the District's schedule, or method of bidding or negotiating and contracting for construction.
3. Prepare drawings, specifications and other documentation and supporting data, evaluating contractor's proposals, and providing other services in connection with change orders and construction change directives. Architect shall not be due any fee for extra services due to change orders resulting from Architect's design errors and omissions.
4. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
5. Providing services made necessary by the default of the contractor, by major defects or deficiencies in the work of the contractor for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.
6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the contractor and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the contractor failed to follow the Architect's specified specification of the Project.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract.

SERVICE/DISCIPLINE	POSITION/TITLE	PROPOSED HOURLY RATE
Structural Engineering	Managing/Sr Principal	\$ 240
Structural Engineering	Principal	\$ 215
Structural Engineering	Project Manager	\$ 200
Structural Engineering	Project Engineer	\$175
Structural Engineering	Engineer	\$ 135
Civil Engineering	Project Principal	\$ 250
Civil Engineering	Project Manager	\$ 195
Civil Engineering	Project Engineer	\$175
Civil Engineering	Project Drafter	\$ 125
MEP/Fire Protection	Principal	\$ 310
MEP/Fire Protection	Senior Engineer	\$ 216
MEP/Fire Protection	Project Engineer	\$ 177
Acoustics	Acoustical Consultant	\$ 200
AV/IT/Security	Principal	\$ 285
AV/IT/Security	Senior Engineer	\$ 225
AV/IT/Security	Lead Engineer	\$ 185
AV/IT/Security	Designer	\$ 95
Signage/Wayfinding	Designer	\$ 120
Landscape	Project Principal	\$ 145
Landscape	Sr. Landscape Architect	\$ 110
Landscape	Designer/Detailer	\$ 92
Landscape	Technical Production	\$ 70
Landscape	Clerical	\$ 62

**TO:** Board of Trustees

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

**RE:** SOCCCD: Award of Contract for Consultancy Services for the Technology Master and Strategic Plan Development, Plante & Moran, PLLC

**ACTION:** Approval

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### **BACKGROUND**

On June 22, 2020, the Board of Trustees approved the Colleges' Education Master and Strategic Plans (EMSPs), which provided recommendations on instructional and support programs. On July 20, 2020, the Board of Trustees approved the 2020 Facilities Master Plan (FMP), which defined the capital projects for Irvine Valley College and Saddleback College. A Technology Master and Strategic Plan (TMSP) that is built upon the foundation of the EMSP's and FMP is required. The TMSP will be developed in collaboration with the district-wide Technology Committee, Academic Senate, Classified Senate, Associated Student Government, faculty, staff and various management groups.

The new TMSP shall incorporate needs assessments in order to align technology priorities with the goals and objectives of the colleges and District Services. This effort will define technology projects based on current and future technology needs, support prioritization while aligning those needs with resources, and will culminate in a prioritized ten-year project implementation and financial allocation plan.

Similar Technology Master and Strategic Planning document needs exist at all of the 73 California community college districts. The Foundation for California Community Colleges CollegeBuys Program (FCCC) is the official nonprofit auxiliary organization for the California Community Colleges Chancellor's Office that brings with it the ability to enter into an Agreement on behalf of the 73 California community college districts.

The FCCC reached out to partner with the District as the lead agency to identify a consultant for the TMSP services that would be available for piggybacking by all other California community college districts.

### **STATUS**

On August 10, 2020, the District as the lead agency, issued Request for Qualifications and Proposals RFQ&P 389D for *District-wide Technology Strategic Master Plan Development Services* (RFQ&P) in partnership with the FCCC by placing advertisements in the OC Register on August 10 and 17, 2020. The RFQ&P document was made available on the District's website and sent out to 253 additional firms through the PlanetBids system. The District further identified and reached out to thirty-six firms and distributed the RFQ&P. On September 8, 2020, six proposals were received that were deemed responsive in conformance to RFQ&P specifications (EXHIBIT A).

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*  
*Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services*

District, college staff, and a representative member from FCCC evaluated the submittals. Criteria for evaluation included a combination of qualifications and expertise, demonstrated knowledge and experience with higher education, client references and fees. After the initial evaluation, four firms were invited for interviews and oral presentations on September 18, 2020. The committee recommends award of contract to Plante & Moran, PLLC as it was deemed the firm that presented the best value and fit for both the District and the FCCC. The Agreement with Plante & Moran, PLLC (EXHIBIT B) is set for an initial one (1) year term from November 1, 2020 through October 31, 2021 with up to four (4) one-year extensions for a total not to exceed five-year term. The FCCC will be entering into a separate piggybackable agreement with Plante & Moran, PLLC. The fees identified in the District's contract are set at a not to exceed amount for the following services:

<b>DESCRIPTION OF SERVICES</b>	<b>NOT TO EXCEED FEE</b>
10-Year TMSP Services	\$144,000
As-Needed Services: COVID-19 / Pandemic Related Response Plan	\$31,200
As-Needed Services: Cloud Solutions Plan	\$36,000
As-Needed Services: Infrastructure, Network, and Hardware Plan	\$24,000
As-Needed Services: IT Security Plan	\$69,600
As-Needed Hourly IT Consulting Services	\$240 per Hour

Basic aid funds are currently available for this project.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees authorize the Vice Chancellor of Business Services, or designee, to execute the Agreement and approve award of contract to Plante Moran for the development of the Technology Master and Strategic Plan, at a cost not to exceed \$144,000 for the TMSP Services plus an additional \$160,800 for the optional as-needed services of COVID-19/Pandemic Related Response Plan; Cloud Solutions Plan; Infrastructure, Network, and Hardware Plan; and IT Security Plan. Additional services will be billed at \$240 per hour for IT Consulting Services, if needed.

Item Submitted By: *Ann-Marie Gabel, Vice Chancellor, Business Services*  
*Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services*



**Request for Qualifications and Proposals (RFQ&P) No. 389D**  
***District-wide Technology Strategic Master Plan Development Services***  
**Technology Master and Strategic Plan (TMSP)**

**Submittals**

**South Orange County Community College District**  
**October 19, 2020**

<b>COMPANY NAME</b>	<b>CITY</b>	<b>PROPOSAL EVALUATION SCORE</b>	<b>INTERVIEW EVALUATION SCORE</b>	<b>10-YEAR TMSP SERVICES (NOT INCLUSIVE OF AS-NEEDED SERVICES)</b>
<b>*Plante &amp; Moran, PLLC</b>	Southfield, MI	86.25	93.88	<b>**\$144,000</b>
BerryDunn	Portland, ME	88.63	86.25	\$83,160
PLANNET Consulting	Brea, CA	76.63	77.50	\$236,275
SDI Presence, LLC	Los Angeles, CA	69.75	57.50	\$263,348
Experis US, Inc.	Irvine, CA	54.25	N/A	\$825,000
Golden Five, LLC	San Pedro, CA	49.63	N/A	\$555,400

\* Firm recommended for award of contract.

\*\*Final negotiated fee.

After consideration and committee review of the RFQ&P response, the committee recommends the above noted firm for the following reasons:

- Proven company track record with relevant community college experience.
- Demonstrated best fit in understanding the scope of services and end user expectations.
- The core individuals identified to perform services demonstrated strong knowledge, experience and expertise in relation to developing a technology strategic master plan when compared to the other interviewed firms.
- Excellent community college client references.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**INFORMATION TECHNOLOGY PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is between South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and **Plante & Moran, PLLC** ("Consultant"). District and Consultant are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Consultant is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis; and

WHEREAS, District desires to obtain specialized services and/or advice stated in Article 1 and is hereinafter referred to as the "Project" or "Services," located within the District.

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

1. **Statement of Service.** Consultant agrees to undertake, carry-out, and complete for the District, in a satisfactorily and competent manner, the following services:

The Consultant's services shall consist of those services performed by the Consultant and Consultant's employees as enumerated in this Agreement, along with all aspects of services as identified in RFQ&P 389D *District-wide Technology Strategic Master Plan Development Services*, referenced herein and made a part hereof as Attachment A and Consultant's Proposal, referenced herein and made a part hereof as Attachment B. The Agreement, Attachment A and Attachment B shall collectively be defined as the "Services." The Parties understand and agree that the Agreement along with the Fee and Rate Proposal (Attachment C) shall be the prevailing and governing documents and that Attachments B and C are intended to cooperate and be complementary.

2. **Term.** The initial one (1) year term of this Agreement shall be November 1, 2020 through October 31, 2021 with up to four (4) one-year extensions for a total not to exceed five-year term. The term may be modified only by mutual written agreement of the Parties. The District shall have the discretion to terminate this Agreement at any time by providing Consultant thirty (30) days prior written notice specifying the date of termination.

3. **Payment.**

- A. **Amount of Compensation.** District agrees to pay Consultant, as full consideration and compensation for Consultant's performance of the Work under this Agreement, the amounts shown in the table below. For additional details and terms and conditions, see Fee and Rate Proposal (Attachment C).

DESCRIPTION OF SERVICES	NOT TO EXCEED FEE
10-Year Technology Master and Strategic Plan (TMSP) Services	\$144,000
As-Needed Services: COVID-19 / Pandemic Related Response Plan	\$31,200
As-Needed Services: Cloud Solutions Plan	\$36,000
As-Needed Services: Infrastructure, Network and Hardware Plan	\$24,000
As-Needed Services: IT Security Plan	\$69,600
As-Needed Hourly IT Consulting Services	\$240 per Hour

- B. The District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for the District, unless otherwise specifically stated in this Article. The Consultant's mileage and travel time shall not be considered as an allowable reimbursable expense.

- C. **Reimbursement of Expenses.** The descriptive categories of expenses that may be considered for
- SOC CCD # 401  
Agreement Number: DSIT-ITPSA-2280-2020



reimbursement shall be calculated in accordance with the rates set forth and are as follows, and any other reimbursable expenses must be approved in writing by the District:

- i. Approved reproduction of reports and/or other documents in excess of the copies required by this Agreement;
- ii. Fees advanced for securing approval of authorities in connection with the Services rendered pursuant to this Agreement;
- iii. Cost of UPS, Federal Express, and other deliverables; and
- iv. Cost of subconsultants hired by Consultant with prior written approval of District.

4. **Invoices.** Consultant to send invoices to [AccountsPayable@socccd.edu](mailto:AccountsPayable@socccd.edu) or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. Payment shall be net 30 days upon satisfactory completion and acceptance of Services. If payment term differs, it must be noted in Article 3. **To ensure prompt and accurate payment, all invoices related to this agreement shall reference the following Agreement Number: DSIT-ITPSA-2280-2020**

All District-authorized expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Consultant's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Consultant and has been properly executed by District, and Consultant has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

5. **Materials and Expenses.** Consultant shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for District.
6. **Transportation.** Consultant hereby acknowledges and understands that it is their responsibility to arrange for transportation to provide all services necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss, which may result from Consultant's transportation for which the Consultant shall indemnify the District in accordance with the Hold Harmless and Indemnification provision herein.
7. **Taxes.** Consultant acknowledges and agrees that it is their sole responsibility to report as income their compensation received from the District and to make the requisite tax filings and payments to the appropriate federal, state and/or local taxation authorities. No part of Consultant's compensation shall be subject to withholding by the District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.
8. **California State Tax Withholding for Nonresidents of California.** It is mutually understood that if Consultant is a nonresident of California, which may include California nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from FTB. As of January 1, 2008, the standard withholding amount for all payments to nonresident California contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Consultant's California State Income Tax Account, settlement of which must be made by Consultant directly with the State of California through Withholding Coordinator, Franchise Tax Board, P.O. Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the nonresident Consultant and Consultant shall defend, indemnify, and hold harmless the District against any loss, expense, or liability arising out of Consultant's acts or omissions with respect to this nonresident requirement. Consultant shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

9. **Standard of Care and Professional Conduct.** Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled

in the professional calling necessary to perform the Services. Consultant warrants that all of Consultant's employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant further represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. The 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 or Consultant's employees who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any of Consultant's employees who fail or refuse to perform the services in a manner acceptable to District, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the services or to work on the Project.

10. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Consultant will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Agreement.
11. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement.
12. **Termination.**
  - A. **Grounds for Termination.** District may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at thirty (30) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to District, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.
  - B. **Effect of Termination.** If this Agreement is terminated as provided in this Article, Consultant shall be required to provide all finished or unfinished documents, data, programming source code, reports, or any other items prepared by Consultant in connection with the performance of services under this Agreement within fifteen (15) days of the request.
  - C. **Additional Services.** In the event this Agreement is terminated in whole or in part as provided herein, the District may procure, upon such terms and in such manner as it may determine appropriate, services similar or identical to those terminated.
13. **Hold Harmless and Indemnification.** To the fullest extent permitted by law, the Consultant and its subconsultants shall defend (with counsel subject to District's reasonable approval), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or injuries/illnesses of any kind including COVID-19, including wrongful death, in any manner arising out of, pertaining to (1) allegations that the Consultant's and/or its subconsultants' Services, software, documentation, product, output, presentation, materials or the like infringed any trademark, copyright or patent or misappropriated any trade secret of a third party, (2) exposure of confidential information to unauthorized parties by Consultant's and/or its subconsultants' Services, software, or documentation, or (3) Consultant's and/or its subconsultants' introduction of any unauthorized material (including but not limited to viruses, Trojans, rootkits, ransomware, blockchain, or other malware) to the District's computer network, including any cloud, storage, or extension thereof, of Consultant, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance or non-performance of the Consultant's Services of this Agreement or obligations hereunder,

including without limitation the payment of all reasonable expert witness fees, reasonable attorney's fees, and other related reasonable costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Consultant and its subconsultants shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. Consultant shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection with enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of Consultant's and/or its subconsultants' business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

- A. Consultant's obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
- B. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.

14. **Insurance.** The Consultant and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, Consultant's required minimum coverage limits set forth herein at the commencement of a renewal term by providing Consultant and subconsultant (if applicable) written notice.

- A. A.M. Best Financial Rating. Consultant and its subconsultant's policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.
- B. Admitted Carrier(s). Consultant and its subconsultants' policies of insurance shall be afforded by insurers who are admitted - licensed to transact business in the State of California, except that insurance markets based in London, and/or the domestic surplus lines markets that operate on a non-admitted basis are permitted.
- C. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, Consultant shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease - Each Employee, and One Million Dollars (\$1,000,000) for Disease - Policy Limit.
- D. Commercial General Liability. Insurance, subject to standard exclusions, exceptions and limitations with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses including, but not limited to contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.
- E. Automobile Liability. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses involving "Any Auto".
- F. Technology Professional Liability aka Errors and Omissions. Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Technology Professional Liability insurance

with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) general aggregate to cover against liability claims/lawsuits related to the technology professional's Services as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.

- G. Cyber Liability (1<sup>st</sup> and 3<sup>rd</sup> Party Coverage). Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Cyber Liability insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate. Such coverage shall protect against causes of loss including but not limited to invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, notification, credit monitoring, breach response costs, regulatory fines and penalties, extortion and network security, and also infringement of intellectual property.
  - H. Additional Insured Endorsement. Consultant and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Consultant and Consultant's subconsultant's Commercial General Liability and Automobile Liability insurance policies.
  - I. Primary and non-contributory endorsement. Consultant and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.
  - J. Waiver of Subrogation Endorsements. Consultant and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to Consultant and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.
  - K. No Cancellation or Material Modification. Consultant and its subconsultant's policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the Consultant and its subconsultants to the District.
  - L. Certificate(s) of Insurance and Endorsement(s). Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon Consultant's execution of this Agreement. No Services shall commence by Consultant or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.
15. **Public Retirement System Retirees**. Consultant must disclose to District if Consultant has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Consultant has retired from CalSTRS and hours worked limitations if Consultant has retired from CalPERS. If Consultant has retired from either CalSTRS or CalPERS, Consultant should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 – June 30).
16. **Independent Consultant**. Consultant, in the performance of this Agreement, shall be and act as an independent Consultant and not an employee of the District. Consultant and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers 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 Workers' Compensation. Consultant assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Services to be provided under this Agreement. Consultant shall assume full responsibility for withholding and payment of all federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Consultant and Consultant's employees. Consultant should be aware that the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional

Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Consultant or Consultant's employees or subconsultants. Consultant agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of Consultant to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Consultant's employees or subconsultants.

17. **Use of Subconsultants.** The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District. Consultant must obtain District's prior written approval to use any subconsultants while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Consultant and subconsultant. Such approval must include approval of the proposed subconsultant and the terms of compensation. If written approval for Consultant's use of a subconsultant is provided by the District, Consultant warrants that said subconsultant shall have sufficient skill and experience to perform the services assigned to them. Consultant further represents that its subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subconsultant's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual relationship between District and any approved subconsultant. Notwithstanding District's approval of any subconsultant's contract, Consultant shall remain solely responsible for any harm, damage, or claim arising from any subconsultant's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.
18. **Assignment.** This Agreement is not assignable by Consultant, either in whole or in part, nor shall the Consultant further contract for the performance of any of its obligations hereunder, without the prior written consent of District.
19. **Employment with Public Agency.** If Consultant is an employee of another public agency, Consultant agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which services are actually being performed pursuant to this Agreement.
20. **Representations and Warranties.** Consultant on its own behalf and on behalf of all its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, Consultant acknowledges and agrees that the District, in deciding to engage Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant's engagement hereunder:  
  
Consultant and its employees are qualified in all respects to provide to the District all of the services contemplated by this Agreement and, to the extent required by any applicable laws, Consultant and its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Services as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of this Agreement.  
  
Consultant, in providing the services and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. Consultant shall be liable for all violations of such laws and regulations in connection with the services as described herein.
21. **Equal Opportunity/Non-Discrimination.** Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Consultant shall comply with the Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

22. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

Consultant agrees to comply with all federal, state and local laws, rules, regulations, and ordinances that are now and may in the future become applicable to Consultant, Consultant's business, equipment and personnel engaged in Work covered by this Agreement or accruing out of the performance of such Work. Additionally, Consultant shall strictly comply with all health and safety guidelines consistent with Cal/OSHA and CDC.

**COVID-19 Related Responsibilities.** Consultant shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving Consultant and any of its employees performing Work on District property pursuant to the terms of this Agreement, Consultant shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

23. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, Consultant agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Consultant certifies and understands that every person required to register under Section 290 shall disclose his or her status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent Consultant, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this Article is a misdemeanor punishable by imprisonment in a county jail for not exceeding six (6) months, by a fine not exceeding One Thousand Dollars (\$1,000), or by both that imprisonment and fine, and a violation of this Article shall not constitute a continuing offense.

24. **Background Check.** Consultant hereby certifies that Consultant has never been charged with a felony, including any "violent felony" as defined in California Civil Code section 667.5(c) or serious felony defined by California Civil Code section 1192.7 prior to, or on the date of, this Agreement. Consultant shall notify District in writing immediately if Consultant is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. Consultant further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. Consultant hereby consents to the background check to the fullest extent permitted by law. Consultant agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Section, including any such issue arising from any felony Consultant has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.

25. **Certification Regarding Debarment, Suspension or Other Ineligibility.** (Applicable to all agreements funded in part or whole with federal funds).

- A. By executing this contractual instrument, Consultant agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- B. By executing this contractual instrument, Consultant certifies to the best of its knowledge and belief that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  2. Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Consultant's present responsibility;
  3. Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
  4. Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  5. Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  6. Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.
26. **Profanity Prohibited.** Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments, which could be considered harassment on any District property is prohibited.
27. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above Article.
28. **Trademark/Logo Use.** Consultant must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event permission is granted, PIO will furnish Consultant with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Consultant's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Consultant shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.
29. **Originality of Services.** Consultant agrees that all material produced and intended for delivery to the District by the Consultant and delivered to District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the District, its Board of Trustees, officers, agents, employees, and volunteers from any costs, expenses and damages resulting from any breach of this representation.

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. District shall have all rights, titles and interests 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.

30. **Rights to Data.** Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Agreement.
31. **Personal Information.** During the course of this Agreement, should Consultant come into possession of any personal information that is considered sensitive, nonpublic personal data or contains personally identifiable information related to District's users, which include but are not limited to employees, students, and volunteers, Consultant shall immediately notify the District. Consultant shall not disclose this information to any third party under any circumstances.
32. **Confidentiality.** Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information, which is related to the District's research, development, trade secrets and business affairs; but does not include information, which is generally known or easily ascertainable by nonparties through available public documentation.

Consultant shall advise the District of any and all materials used, or recommended for use by Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event Consultant shall fail to so advise the District and as a result of the use of any programs or materials developed by Consultant under this Agreement the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the Consultant's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

33. **Non-Waiver.** 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.
34. **Notices.** All notices to any party hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served, if personally served or if sent by registered mail addressed to the parties at their address indicated in this Agreement.

DISTRICT: South Orange County Community College District  
Priya Jerome, Executive Director, Procurement,  
Central Services, and Risk Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
(949) 582-4850 / purchasing-dept@socccd.edu

CONSULTANT: Plante & Moran, PLLC  
Judy Wright, Partner  
27400 Northwestern Highway  
P.O. Box 307  
Southfield, MI 48037  
(248) 352-2500 / judy.wright@plantemoran.com

A Party may change their designated representative and/or address for the purposes of receiving notices and communication under this Agreement by notifying the other Party of the change in writing and in the manner described in this Article.



35. **Supersedes.** This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.
36. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with jurisdiction/venue in Orange, California.
37. **Force Majeure.** The Consultant and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Consultant's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
38. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
39. **Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.
40. **Conflict of Interest.** Consultant hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Consultant has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of services under this Agreement; (ii) Consultant has no business or financial interests which are in conflict with Consultant's obligations to the District under this Agreement; and (iii) Consultant shall not employ in the performance of services under this Agreement any person or entity having any such interests.
41. **Accessibility of Information and Communication Technology.** The Consultant hereby warrants that the goods or services to be provided to the District comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 194. The Consultant agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. Consultant further agrees to indemnify and hold harmless the District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this order or Agreement.

Consultant is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the Consultant, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most

current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Consultant is responsible for all claims and expenses borne by the District, which arise out of the work under this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

42. **Entire Agreement and Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.
43. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Consultant is/are duly and fully authorized to execute this Agreement on behalf of Consultant and to bind the Consultant to each and every term, condition, and covenant of this Agreement.
44. **Approval by District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

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

**PLANTE & MORAN, PLLC**

**SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT**

Signature:

Signature:

Print Name:

Print Name:

Title:

Title:

Date:

Date:

**TO:** Board of Trustees

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

**RE** SOCCCD: Second Amendment to Office Lease for Crown Valley Financial Plaza, between Reef Crown Valley LLC and SOCCCD

**ACTION:** Approval

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### **BACKGROUND**

In November 2015, SOCCCD approved a 60 month lease (EXHIBIT B) for office space to accommodate the needs of the Workday Implementation project and other related software implementations which require employee training areas and operation spaces. In January 2017, the first amendment to the office lease (EXHIBIT C) was adopted following a change in property management companies.

During the proposed extended term of the lease, District Technology, Business Services, and Human Resources staff will utilize the space along with employees of Bernards Construction, which was selected as the District's construction management firm for a five year term.

### **STATUS**

The space, located at 26300 La Alameda, Mission Viejo, CA, includes general office space to accommodate administrative, planning, and training functions for multiple projects, including construction management projects. With the original lease term set to expire on December 31, 2020, SOCCCD, along with the real estate advisor, identified three alternative space options to compare with the current office location. Of the various space options, the property located at 26300 La Alameda, Mission Viejo, CA was the best match to satisfy the project needs and also was the least expensive of the properties.

SOCCCD has negotiated an extension of the office lease (EXHIBIT A) for the Crown Valley Financial Plaza, Suite 100, with Reef Crown Valley, LLC for \$2.45 starting base rent per SF/month full-service gross with a lease term of 66 months, with an option to cancel at the end of the 36th month with adequate notice. The first six months of rent will be abated per the terms of the lease renewal. Beginning on January 1, 2022, the base rent will increase by three percent each year and the District will begin paying its share of common expenses. Calendar Year 2021 will serve as the base year for setting the common expenses for the extended term of the lease. Staff has worked with the real estate advisor and legal counsel on the office lease and transaction.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve award of contract to Reef Crown Valley, LLC for the Second Amendment to the office lease for Crown Valley Financial Plaza, for an extended term of 66 months at a lease cost of \$1,081,125.66 plus applicable common expenses as identified in the Second Amendment, and authorize the Vice Chancellor of Business Services, or designee, to execute the Agreement.

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

## SECOND AMENDMENT TO OFFICE LEASE

This **SECOND AMENDMENT TO OFFICE LEASE** (this “**Amendment**”) is dated as of **October 20, 2020**, by and between **REEF CROWN VALLEY LLC, a Washington limited liability company** (“**Landlord**”), and **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT** (“**Tenant**”), with reference to the following recitals:

### RECITALS

A. Landlord and Tenant are parties to that certain Office Lease dated **November 17, 2015** (“**Original Lease**”), whereby Landlord agreed to lease to Tenant, and Tenant agreed to lease from Landlord, certain leased premises containing approximately **6,824** square feet known as Suite 100, as more particularly described in the Original Lease (“**Premises**”), located in a four-story office building known as Crown Valley Financial Plaza with a street address of 26300 La Alameda, Mission Viejo, CA 92691 (“**Project**”).

B. Landlord and Tenant desire to amend the Original Lease as provided in this Amendment. The term “**Lease**” as used in the Original Lease and this Amendment shall mean the Original Lease as amended herein. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. **Extended Term.** The Term of the Original Lease currently expires on December 31, 2020. The parties agree that the Term of the Original Lease is hereby extended **sixty-six (66) months** (“**Extended Term**”) commencing on **January 1, 2021** (“**Extended Term Commencement Date**”) and expiring at 11:59 p.m. (Pacific Time Zone) on **June 30, 2026**. Tenant retains Early Termination provision provided for in 1.A.1 in the Original Lease with the Rent Commencement Date becoming the Extended Term Rent Commencement Date.

2. **Base Rent; Base Year.** During the Extended Term, Tenant shall pay monthly Base Rent in accordance with the following schedule, and otherwise subject to the terms and conditions of the Lease:

Rent Period	Start Date	End Date	Monthly Rental Rate (\$/RSF) <sup>1</sup>	Monthly Base Rent Installment	Terms
Months 1-6	1/1/2021	6/30/2021	Abated <sup>3</sup>	Abated <sup>3</sup>	Abated <sup>3</sup>
Months 7-12	7/1/2021	12/31/2021	\$2.45	\$16,718.80	Gross <sup>2</sup>
Months 13-24	1/1/2022	12/31/2022	\$2.52	\$17,220.36	Gross <sup>2</sup>
Months 25-36	1/1/2023	12/31/2023	\$2.60	\$17,736.97	Gross <sup>2</sup>
Months 37-48	1/1/2024	12/31/2024	\$2.68	\$18,269.08	Gross <sup>2</sup>
Months 49-60	1/1/2025	12/31/2025	\$2.76	\$18,817.16	Gross <sup>2</sup>
Months 61-66	1/1/2026	6/30/2026	\$2.84	\$19,381.67	Gross <sup>2</sup>
<sup>1</sup> Monthly rental rate equals Monthly Base Rent divided by Premises RSF rounded up \$0.01. <sup>2</sup> Rental rate is full service gross, subject to Tenant’s payment of separately metered electricity to the Premises and Tenant’s Share of Common Expenses and Taxes in excess of Common Expenses and Real Property Taxes in a calendar year 2021 Base Year. <sup>3</sup> Only Base Rent is abated during such period, subject to Section 3 of this Amendment.					

Landlord and Tenant agree that, from and after the Extended Term Commencement Date, the foregoing Base Rent schedule shall supersede and replace any and all other terms with respect to the amount of Base Rent payable by Tenant during the Extended Term. ***In addition, from and after the Extended Term Commencement***

*Date, the “Base Year” for Common Expenses and Real Property Taxes as set forth in Section 1 (Basic Terms) of the Original Lease is hereby amended to be calendar year 2021.*

3. **Base Rent Abatement.** Notwithstanding any provision herein to the contrary, provided there is no default by Tenant during the Term, Base Rent from **January 1, 2021 through June 30, 2021** shall be abated (“**Rent Abatement**”). Tenant acknowledges and agrees that (a) the Rent Abatement shall have no effect on Tenant’s obligation to pay separately metered electricity during the period of Rent Abatement; (b) Base Rent shall escalate annually as provided herein without regard to such Rent Abatement; (c) the Rent Abatement has been granted to Tenant as additional consideration for Tenant’s timely performance of its obligations under the Lease, therefore, if the Lease is terminated prior to the expiration of the Term due to an uncured default by Tenant hereunder, Tenant shall repay the full amount of the Rent Abatement to Landlord, in addition to any other past due amounts and damages recoverable by Landlord under the Lease and applicable law.

4. **Landlord Work.** Landlord shall, at Landlord’s sole cost, repair the existing door to the Premises (“**Landlord Work**”), which Landlord Work shall be completed prior to the Extended Term Commencement Date.

5. **AS-IS Disclaimer.** Tenant acknowledges and agrees that except for the Landlord Work as expressly provided in this Amendment, (a) Landlord shall have no obligation to perform any other work to prepare the Premises or the Project for Tenant’s use and occupancy thereof; (b) Tenant accepts the Premises in its current “**AS-IS**” “**WHERE-IS**” and “**WITH ALL FAULTS**” condition; and (c) Landlord has not made and disclaims any representations or warranties with respect to the condition of the Premises or the Project with respect to the suitability or fitness thereof for Tenant’s permitted use or business operations or for any other purpose.

6. **Notices.** Landlord’s address for notices and rent shall be amended and restated as follows:

**Landlord:**

Name	REEF CROWN VALLEY LLC
	c/o Washington Capital Management, Inc.
Address	200 Pier Avenue, Suite 227
	Hermosa Beach, California 90254
Phone	310-469-1805
Fax	

**Property Manager:**

Name	REEF CROWN VALLEY LLC
	c/o CBRE
Address	27762 Vista Del Lago, Suite A4
	Mission Viejo, CA 92692
Phone	949-636-4386
Fax	

**Rent Payments to be sent to:**

Name	REEF Crown Valley, LLC
Address	Bldg ID: PCRN, PO Box 82552, Goleta, CA 93118-2552

7. **Representations and Warranties by Tenant.** Tenant represents and warrants to Landlord the truth and accuracy of the following matters as of the date of this Amendment: (a) Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect to the Premises; (b) Tenant has not pre-paid or overpaid any rent or other charges to Landlord; (c) to Tenant’s knowledge, Landlord is not in default under the Lease, and Tenant has no claims, defenses or offsets under the Lease that would limit or preclude Landlord’s enforcement of the Lease; (d) Tenant has no options to extend or renew the Term of the Lease, or expand the Premises, or rights of first refusal or offer to lease or purchase the Premises; and (e) Landlord and any third-party mortgagee, prospective mortgagee, or prospective purchaser may

rely on the foregoing representations and warranties in connection with any loan or sale of the property of which the Premises are a part.

8. **Miscellaneous.**

8.1 **ERISA Certificate.** Tenant shall execute, concurrently with the execution of this Amendment, the ERISA Certificate of Tenant attached hereto as **Exhibit A** and incorporated herein by this reference.

8.2 **Ratification; Incorporation.** Except as set forth in this Amendment, all the terms and provisions of the Original Lease shall apply and remain unmodified and in full force and effect and are incorporated herein by reference as though fully set forth.

8.3 **Authority.** The signatories hereto represent that they have full and complete authority to bind their respective parties to this Amendment and that no other consent is necessary or required in order for the signatories to execute this Amendment on behalf of their respective parties.

8.4 **CASp Inspection Disclosure.** Landlord hereby informs Tenant that the building of which the Premises are a part has not undergone an inspection by a person certified pursuant to Section 4459.2 of the California Government Code (a Certified Access Specialist). A Certified Access Specialist (“**CASp**”) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises. Notwithstanding anything to the contrary in this Lease, Tenant shall pay the cost of the CASp inspection if Tenant desires one, and Tenant shall be responsible for the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises or elsewhere in the Building that would not be required but for any Tenant Improvements constructed by or on behalf of Tenant, including but not limited to, the Landlord Work.

8.5 **Brokers.** Landlord and Tenant each respectively represents and warrants to the other that (a) neither party has dealt with any brokers in connection with this Amendment and the Premises, other than FTI Consulting, Inc. (Tenant’s broker) and Jones Lang LaSalle Americas, Inc. (Landlord’s broker); and (b) neither party knows of any other person or entity claiming to be entitled to a commission, finder’s fee, or other payment in connection with this Amendment, except for the foregoing brokers.

8.6 **Counterparts; Electronic Signatures.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which, taken together shall constitute one in the same Amendment. The signatures of the parties may be recorded and delivered electronically by facsimile or email, and the electronic copy of this Amendment executed by the parties shall constitute an original and shall be binding on the parties.

9. **Insurance and Indemnity.**

9.1 **Insurance.** At its expense, Tenant shall obtain and maintain at all times during the term of this Lease: (a) commercial general liability insurance with limits of at least \$2 million per occurrence, \$2 million general aggregate, or such higher amounts as Landlord may from time to time require, containing an aggregate per location endorsement; (b) special form insurance for Tenant's personal property (i.e., furniture, fixtures and equipment) to its full replacement value and business interruption insurance; and (c) other coverages Landlord reasonably requires. Coverages as required herein shall be afforded to Tenant by way of self-insurance or policies written by insurers with an A.M. Best rating of A-:VIII or better, and shall be on form reasonably acceptable to

Landlord, shall not contain deductibles exceeding \$50,000 without Landlord's prior written approval. The liability policy shall be on an occurrence form and shall specifically name the entities listed in Section 1 as additional insureds on an unmodified ISO endorsement CG 20 11 01 96, or equivalent form. No language excluding coverage for the acts or omissions of the additional insured(s) shall be contained in the endorsement. The specifications herein of minimum limits does not limit the limits of coverage to be available to the Landlord Parties as additional insureds. Tenant's insurance coverage shall not contain any non-standard, special or unusual exclusions or restrictive endorsements without Landlord's written approval. The personal injury contractual liability exclusion shall be deleted. All insurers shall agree not to cancel or amend (including as to scope or amount of coverage) such policies without at least 30 days prior written notice to Landlord. Tenant shall furnish Landlord with certificates of insurance evidencing the above coverages at all times during the Term as well as a copy of the additional insured endorsement(s). As part of Common Expenses, Landlord shall maintain (a) property insurance on the Project; (b) commercial general liability insurance insuring Landlord; (c) rental loss insurance; and (d) such other insurance as Landlord elects to carry. All insurance coverage hereunder required to be provided by Tenant shall be primary to and shall seek no contribution for any insurance available to the Landlord or any agent of Landlord, with Landlord's (or Landlord agent's) insurance being excess, secondary and non-contributing. Tenant's commercial general liability coverage shall be endorsed to provide such primary and non-contributory liability. Landlord shall not obtain insurance for Tenant's furniture, fixtures or equipment or Tenant's other personal property. Common Expenses shall include the deductibles on Landlord's coverage. Tenant shall not do or permit anything to be done which invalidates Landlord's insurance policies and if Landlord's premiums are increased due to Tenant, any increase shall be paid by Tenant.

9.2 **Indemnity.** Subject to Landlord's release in Section 10.3.2, Tenant shall indemnify and defend (using legal counsel acceptable to Landlord) all Landlord Parties (defined below) from any claims, costs (including reasonable attorneys' fees and other litigation costs) or damages to the extent arising in connection with (a) the occupancy or use of the Premises by Tenant Parties and customers, including any work undertaken or contracted for by Tenant; (b) Tenant's breach of this Lease, (c) any negligent or wrongful act or omission of Tenant and/or its Parties or customers; (d) any accident, injury, occurrence or damage in or about the Premises; and (e) any claim against Landlord by any employee or former employee of Tenant. This indemnity is not contingent upon insurance coverage, is not limited to the amount of any insurance proceeds, and operates independently of the insurance provisions of this Lease. Landlord Parties shall mean Landlord, any mortgagees, Washington Capital Management, Inc. ("WCM"), the property manager, and their respective owners and affiliates, subsidiaries, successors and assigns. Notwithstanding the foregoing to the contrary, Tenant's obligation to indemnify and hold Landlord harmless as set forth above shall not apply to the extent that any such injury, loss, costs, expenses, including attorney's fees, claims, or damage is caused by the willful misconduct or gross negligence of Landlord and/or Landlord's Parties.

9.3 **Waivers.**

9.3.1 **Tenant Waiver.** Tenant hereby releases, waives and discharges the Landlord Parties from any and all claims Tenant might otherwise now or hereafter possess associated with, any loss covered by insurance (or which would have been covered by the insurance Tenant is required to carry hereunder), including the deductible portion thereof, regardless of cause.

9.3.2 **Landlord's Waiver.** Landlord hereby releases, waives and discharges the Tenant, its Parties (Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers) from any and all claims Landlord might otherwise now or hereafter possess associated with any loss covered by Landlord's insurance (or which would have been covered by the insurance Landlord is required to carry hereunder), but excluding the deductible portion thereof, regardless of cause.

[TENANT SIGNATURE PAGE TO SECONDAMENDMENT TO OFFICE LEASE]

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first written above.

**TENANT:**

SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_

Name:

Title:

[SIGNATURES CONTINUED ON NEXT PAGE]



[LANDLORD SIGNATURE PAGE TO SECOND AMENDMENT TO OFFICE LEASE]

IN WITNESS WHEREOF, this Amendment has been executed as of the day and year first written above.

**LANDLORD:**

REEF CROWN VALLEY LLC,  
a Washington limited liability company

By: Washington Capital Management, Inc.,  
a Washington corporation  
Its Manager/Authorized Agent

By: \_\_\_\_\_  
Robin A. Dean, Asset Manager

**EXHIBIT A**  
**TENANT'S ERISA CERTIFICATE**

Dated: October \_\_, 2020

CROWN VALLEY FINANCIAL PLAZA

Washington Capital Management, Inc.,  
individually and as investment manager  
for Washington Capital Joint Master Trust  
Real Estate Equity Fund under the Washington  
Capital Joint Master Trust, its successors and assigns  
1301 Fifth Avenue, Suite 3100  
Seattle, WA 98101-2651

Re: ***South Orange County Community College District ("Tenant")***

Washington Capital Management, Inc. ("WCM"), as investment manager of the Washington Capital Joint Master Trust Real Estate Equity Fund under the Washington Capital Joint Master Trust, its successors and assigns (the "Fund"), has agreed that REEF CROWN VALLEY LLC, a Washington limited liability company ("Landlord"), which is owned in whole or in part by the Bank of New York Mellon Trust Company, N.A., as directed trustee for the Fund, will lease that certain real property together with the improvements, structures, fixtures, equipment and other personal property used in connection therewith or stored thereon commonly known as 26300 La Alameda, Suite 200, Mission Viejo, CA 92691 ("Property"), to Tenant.

In connection with the Transaction (as defined below), each of the undersigned wishes to make certain certifications of fact that will be used by Landlord and WCM to make determinations relative to the prohibited transaction rules under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and to determine the availability of ERISA Prohibited Transaction Exemption 84-14 (the so-called Qualified Professional Asset Manager exemption) with respect to leasing of the Transaction.

For purposes of the certifications set forth herein, in addition to the terms defined above, the following terms have the meanings set forth below:

"Affiliate" means with respect to any person (i) any person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person, (ii) any corporation, partnership, trust or unincorporated enterprise of which such person is an officer, director, ten percent or more partner, or highly compensated employee within the meaning of section 4975(e)(2)(H) of the Code (but only if the employer of such employee is the Fund sponsor of the Fund), (iii) any director of the person, or any employee of the person who is a highly compensated employee within the meaning of section 4975(e)(2)(H) of the Code, or who has direct or indirect authority, responsibility, or control regarding the custody, management or disposition of Fund assets involved in the transaction, and (iv) with respect to an employer any of whose employees are covered by the Fund, a named fiduciary (within the meaning of Section 402(a)(2) of ERISA) of the assets of such Fund involved in the transaction, if such employer or an affiliate of such employer has the authority, alone or shared with others, to appoint or terminate the named fiduciary or otherwise negotiate the terms of the named fiduciary's employment agreement.

"Certifying Party" means Tenant.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor statute.

“Control” means the power to exercise a controlling influence over the management policies of a person other than an individual.

“Interest” means with respect to the ownership of an entity (i) the combined voting power of all classes of stock entitled to vote or the total value of the shares of all classes of stock of a corporation, (ii) the capital interest or the profits interest of a partnership, or (iii) the beneficial interest of a trust or unincorporated enterprise. A person is considered to own an interest held in any capacity if the person has or shares the authority to exercise any voting rights or to direct some other person to exercise the voting rights relating to such interest, or to dispose of or to direct the disposition of such interest.

“Party in Interest” means (A) a fiduciary, counsel or employee of the Fund; (B) a service provider to the Fund; (C) an employer or employee organization whose employees or members are covered by the Fund, or the owner, directly or indirectly, of fifty percent or more of such employer or employee organization; (D) a corporation, partnership, estate or trust fifty percent or more owned or held, directly or indirectly, by persons described in the foregoing clauses (A), (B) and (C); (E) a relative (spouse, ancestor, lineal descendent or spouse of a lineal descendent) of any individual described in the foregoing clauses (A), (B) and (C); (F) an employee, officer or director (or individual having powers or responsibilities similar to those of officers or directors), or a ten percent or more shareholder, directly or indirectly, of the Fund or of any person described in the foregoing clauses (B), (C) or (D); (G) a ten percent or more (directly or indirectly, in capital or profits) partner or joint venturer of a person described in the foregoing clauses (B), (C) or (D), all within the meaning of Section 3(14) of ERISA.

“Plan” means any employee welfare, benefit, pension, profit sharing or retirement plan, fund or program, or individual retirement account, subject to Title 1 of ERISA or section 4975 of the Code the assets of which are included in the Fund (list attached hereto as **Schedule 1**).

“Property” means that certain real property together with the improvements, structures, fixtures, equipment and other personal property used in connection therewith or stored thereon commonly known as “Crown Valley Financial Plaza” located at 26300 La Alameda in Mission Viejo, California.

“Related Party” means (A) a person which as of the last day of the most recent calendar quarter owns a 10 percent or more Interest in WCM, (B) a person controlling or controlled by a person which as of the last day of the most recent calendar quarter either (i) owns a 20 percent or more Interest in WCM, or (ii) owns a greater than 10 percent, but less than 20 percent, Interest in WCM and exercises control over management or policies of WCM by reason of its ownership Interest in WCM.

“Transaction” means any transaction involving the assets of the Fund with respect to the Certifying Party leasing or occupying all or any portion of the Property. The leasing of all or any portion of the Property shall be deemed to be a Transaction hereunder for the entire period of the lease, plus any extensions or renewals thereof.

In connection with the leasing of the Property, following diligent inquiry, the undersigned hereby represents, warrants and certifies to you as follows:

1. Certifying Party is not a Related Party with respect to WCM.
2. Neither Certifying Party nor any Affiliate with respect to Certifying Party has the authority (i) to appoint or terminate WCM as a manager of the assets of the Fund, or (ii) to negotiate the terms of the management agreement with WCM (including renewals or modifications thereof) on behalf of the Fund.
3. No Certifying Party is a Party in Interest with respect to the Fund.

To the best knowledge of the undersigned, following diligent inquiry, the foregoing certifications are true and correct as of the date hereof. Each of the undersigned hereby acknowledges that this certificate and the foregoing representations will be relied upon by counsel to WCM in determining the availability of ERISA Prohibited Transaction Class Exemption 84-14 (Qualified Professional Asset Manager), and other provisions of relevant law with respect to the Transaction.

In witness whereof the undersigned have executed this certificate.

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

SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT

By: \_\_\_\_\_

Name:

Title:

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

STATE OF CALIFORNIA )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, 2020, before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

**SCHEDULE 1**

**Washington Capital Management, Inc.  
Real Estate Equity Fund Institutional Client List**

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Month of August 2020

- AGC-IUOE Local 701 Pension Trust Fund
- Alaska Electrical Pension Fund
- Alaska Ironworkers Pension Fund
- Alaska Laborers–Employers Retirement Fund
- Alaska Plumbing and Pipefitting Industry Pension Plan
- Archdiocese of Seattle Priests Pension Plan
- Arizona Sheet Metal Pension Trust Fund
- BAC Local No. 1 Washington Pension Trust
- Carpenter Funds Administrative Office of Northern California, Inc. - Pension Plan
- Carpenters Pension Trust Fund for Northern California
- Cement Masons and Plasterers Joint Pension Trust
- Cement Masons and Plasterers Retirement Trust
- Cement Masons-Employers Pension Trust
- Edison Pension Trust
- Engineers AGC-Pension Trust of Inland Empire
- IBEW Local 595 Pension Plan
- Idaho Operating Engineers and Employers Pension Trust Fund
- Ironworkers District Council of the Pacific Northwest Field Ironworkers Annuity Trust Fund
- Local Union 191 IBEW Money Purchase Plan
- Locals 302 & 612 Operating Engineers-Employers Retirement Fund
- Northwest Ironworkers Retirement Trust
- Northwest Sheet Metal Workers Pension Trust
- Oregon Laborers–Employers Pension Plan and Trust
- Oregon Sheet Metal Workers Master Retirement Trust
- Oregon–Washington Carpenters Employers Pension Trust Fund
- Paintmakers and Allied Trades Pension Plan A
- Paintmakers and Allied Trades Pension Plan B
- Pension Trust Fund for Operating Engineers
- Plasterers Local 82 Pension Fund
- Puget Sound Electrical Workers Pension Plan
- Resilient Floor Covering Pension Fund Trust
- Roofers Local 54 Supplemental Benefit Plan
- Roofers Local 58 Supplemental Benefit Plan
- RTD/ATU Local 1001 Pension Plan
- San Diego County Cement Mason Pension Trust Fund
- San Diego County Construction Laborers' Pension Trust
- San Diego Electrical Pension Trust Fund
- Sheet Metal Workers Pension Plan of Northern California
- Sheet Metal Workers' Pension Plan of Southern California, Arizona & Nevada
- Southern Alaska Carpenters Defined Benefit Plan

- Southern California IBEW-NECA Pension Trust Fund
- Stationary Engineers Local 39 Pension Trust Fund
- The Group Investment Trust of the Carpenters Retirement Trust of Western Washington and the Carpenters Individual Account Pension Plan of Western Washington
- U.A. Local No. 290 Plumber, Steamfitter and Shipfitter Industry Pension Plan
- UNITE HERE Local 54 Severance Fund
- Washington State Plumbing & Pipefitting Industry Pension Plan
- Washington-Idaho Cement Masons Employers Retirement Trust Fund
- Washington-Idaho Laborers-Employers Pension Trust Fund
- Western Glaziers Retirement Trust - Oregon & S.W. Washington
- Western Washington Glaziers Retirement Fund
- Western Washington Laborers-Employers Pension Trust
- Western Washington Painters Defined Contribution Trust Fund

**\*This does not represent an endorsement of or reference for WCM by the clients.**

**\*This list is confidential and not to be distributed further.**

**OFFICE LEASE**

**CROWN VALLEY FINANCIAL PLAZA**

REFERENCE DATE: November 17, 2015.

This Lease (this "Lease") is made and entered into by and between REEF Crown Valley LLC, a Washington limited liability company ("Landlord") and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California ("Tenant").

**1. BASIC TERMS.**

This Section sets forth certain basic terms of this Lease for reference purposes. This Section is to be read in conjunction with the other provisions of this Lease and if there is any inconsistency between this Section and the other provisions of this Lease, this Section shall control.

<b>Premises (see §2)</b>		<b>Term (see §3)</b>	
Project Name	Crown Valley Financial Plaza	Lease Term (months)	60
Building	4-story	Target Commencement Date	12/15/15
Suite	100	Rent Commencement Date	Commence-ment Date
Street Address	26300 la Alameda	Lease Expiration	60 months following the Commence-ment Date
City	Mission Viejo	Renewal Options:	
County	Orange	Number	none
State	California	Length of each (months)	

**Rentable Area (SF) (see §2):** 6,824 RSF

**Common Expenses (see §5):** Tenant Share of Total: 10.78%

**Permitted Uses:** General office use, and no other.

**Guarantors:** None.

<i>Rent (see §§4,9)</i>	<i>Start Date</i>	<i>End Date</i>	<i>Base Rent Per SF/Mo</i>	<i>Base Rent Per Month</i>
	Commence-ment Date	12 <sup>th</sup> month following the Commence-ment Date	\$1.95	\$13,306.80
	Month 13	Month 24	\$2.02	\$13,772.54
	Month 25	Month 36	\$2.09	\$14,254.58
	Month 37	Month 48	\$2.16	\$14,753.49
	Month 49	Month 60	\$2.24	\$15,269.86

<b>Parking (see §2.3)</b>	27 unassigned parking stalls. Subject to availability, Landlord may grant Tenant the right to use up to 3 additional parking stalls.
<b>Base Year for Common</b>	Calendar year 2016

<b>Expenses</b>	
<b>Base Year for Taxes</b>	Calendar year 2016
<b>Prepaid Rent</b>	\$13,306.80
<b>Security Deposit</b>	\$16,796.84

<b>Normal Building Hours (see §7.4)</b>	From 8:00 a.m. to 6:00 p.m. on weekdays and from 9:00 a.m. to 1:00 p.m. on Saturdays excluding legal holidays
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<b>After Hours HVAC Service (§7.4)</b>	After-hours rate at actual cost to Landlord with 2 hour minimum 24 hours' notice required.
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<b>Brokers (see §17.3):</b>	<b>Company</b>	<b>Agents</b>
For Tenant	Alvarez & Marsal	Gregory G. Gotthardt
For Landlord	Jones Lang LaSalle Birtcher Anderson Realty	Gregory M. Puccinelli Evan Hanyak

**Addresses for Notices & Rent (see §17.1):**

**Landlord:**

<b>Name</b>	REEF Crown Valley LLC
	c/o Washington Capital Management, Inc.
<b>Address</b>	1200 Sixth Avenue, Suite 700
	Seattle, WA 98101
<b>Phone</b>	206-382-0825
<b>Fax</b>	206-382-0950

**Property Manager:**

<b>Name</b>	BIRTCHER ANDERSON REALTY MANAGEMENT, INC.
	Attn: Darcy L. Nove, Property Manager
<b>Address</b>	4 Hutton Centre, Suite 240
	Santa Ana, CA 92707
<b>Phone</b>	(714) 850-1703
<b>Fax</b>	(714) 850-0631

**Rent Payments to be sent to:**

<b>Name</b>	REEF CROWN VALLEY LLC
	c/o Birtcher Anderson Realty Management, Inc.
<b>Address</b>	4 Hutton Centre, Suite 240
	Santa Ana, CA 92707

**Tenant Notice Address:**

	<i>Prior to Commencement</i>	<i>After Commencement</i>
<b>Name</b>	South Orange County Community District Attn: Dr. Debra L. Fitzsimons, Vice Chancellor of Business Services	Same.
<b>Address</b>	28000 Marguerite Parkway Health Sciences Building, District Services Office Number 320	
	Mission Viejo, CA 92692-3635	



Phone	(949) 582-4664	
Fax	(949) 347-2472	

**Insurance – Parties to be named as Additional Insured (see §10.1):**

Landlord:	REEF CROWN VALLEY LLC
Property Manager:	Birtcher Anderson Realty Management, Inc.
Lender/Mortgagee:	None
WCM:	Washington Capital Management, Inc.

**Exhibits.** The following exhibits are a part of this Lease.

EXHIBIT A	Legal Description
EXHIBIT B	Site Plan and Floor Plan
EXHIBIT C	Work Letter
EXHIBIT D	Rules and Regulations
EXHIBIT E	Tenant's ERISA Certificate

**1A. Special Lease Terms, if any.** The following additional Lease terms shall apply. To the extent of any inconsistency between this Section 1A and the other provisions of the Lease, this Section 1A shall control.

**1A.1 Early Termination.** Provided that Tenant has fully and timely performed all of its obligations hereunder, Tenant shall have a one-time right to accelerate the original expiration date of this Lease to the date which is the end of the 36th full calendar month after the Rent Commencement Date. In order to exercise this right, Tenant must (a) provide written notice of exercise to Landlord no later than the end of the 27th full calendar month after the Rent Commencement Date (the "Exercise Deadline"), and (b) pay the Exercise Fee within 20 days after receipt of Landlord's invoice. The "Exercise Fee" shall be equal to the unamortized balance of all leasing commissions paid by Landlord related to this Lease and the TI Allowance paid by Landlord to Tenant or credited to Tenant, as of the accelerated expiration date, amortized over the original Term with interest at 8% per annum. If Tenant fails to give the notice by the Exercise Deadline, or if the Exercise Fee is not timely paid after receipt of invoice from Landlord, the exercise shall be deemed rescinded and may not later be exercised and the original expiration date shall again be applicable. Similarly, if Tenant defaults under the Lease after giving notice of exercise, then Landlord may elect to rescind the acceleration of the expiration date, and the original expiration date shall again be applicable; provided that Landlord shall return to Tenant the Exercise Fee.

**1A.2 Tenant Improvement Allowance.** Landlord shall provide a tenant improvement allowance of \$68,240 (the "TI Allowance") to be applied to the hard and soft costs incurred in connection with the design and construction of the Landlord's Work (defined in Exhibit C (Work Letter)), including sales tax, design costs, permitting costs, and a construction management fee payable to Landlord's agent not to exceed 4%. The TI Allowance is not applicable to cabling, telecommunications, fixturing, equipment or moving costs. Tenant shall pay any excess of the total cost of the Landlord's Work over the TI Allowance as follows. Prior to commencement of construction, Tenant shall deposit with Landlord any estimated excess and when the Landlord's Work has been completed and final numbers are available, appropriate adjustments shall be made to the amounts previously paid by Landlord and Tenant so that Landlord has paid the TI Allowance and Tenant has paid the balance of the total cost of the Landlord's Work. If the cost of the Landlord's Work is less than the TI Allowance, Landlord shall retain the difference.

Notwithstanding the provisions of this Section 1A.2 above, Tenant may elect to apply a portion of the TI Allowance not to exceed \$34,120 to Base Rent due under this Lease (the "Rent Credit Election")

by notice delivered to Landlord no later than twelve months from the Commencement Date of this Lease ("Lapse Date"). If Tenant exercises the Rent Credit Election, the portion of the TI Allowance Tenant elects to apply to Base Rent shall be applied to the installment(s) of Base Rent next due following delivery of Tenant's election notice until the entire elected amount has been applied. If Tenant fails to expend the entire amount of the TI Allowance prior to the Lapse Date and fails to timely deliver the Rent Credit Election notice, it will be deemed to have forfeited the unused balance of the TI Allowance.

**1A.3 Early Entry.** Tenant may enter the Premises only to install its telecommunications, computer cabling and other furniture and fixtures during the 10 day period prior to the Commencement Date of the Lease. Tenant shall not be permitted to store goods in the Premises or to open and operate for business. Tenant's entry will be on the condition that Tenant first provides evidence of all insurance required by Landlord for Tenant and its contractors, and that Tenant does not interfere with the completion of the Landlord's work in the Premises or cause any labor disturbance with Landlord's contractors or subcontractors. Tenant agrees to coordinate its activities with Landlord's property manager and contractor. During such period, all the provisions of the Lease shall apply other than the payment of Base Rent and Tenant's Share of Common Expenses and Real Property Taxes.

**1A.4 Related Party Transfers.** Notwithstanding the provisions of Section 11.1, Tenant shall not be required to obtain Landlord's consent to any of the following Transfers (as defined in Section 11.1) to related entities (each, a "Related Party Transfer") so long as Tenant complies with the provisions of this paragraph: Transfers to Tenant's parent entity(ies), any subsidiary of Tenant, or an affiliate commonly controlled by Tenant or Tenant's parent ("Affiliates"). In order for a Related Party Transfer to be effective, prior to any such Transfer, Tenant must provide to Landlord a notice of the Transfer containing the full legal name and notice address of the Transferee and its relationship to Tenant, and within 10 days after the Transfer is effective, Tenant must give notice of the effective date to Landlord along with a copy of the Transfer document and, if the Transfer is an assignment, an acknowledgement by any assignee of its assumption of the Tenant's obligations under the Lease. Tenant shall also provide any evidence reasonably requested by Landlord to prove the relationship between Tenant and the transferee.

**1A.5 Lease Contingency.** This Lease is contingent upon Landlord's successful recapture of the Premises from the tenant currently occupying the Premises in holdover status. On or before December 4, 2015, Landlord shall provide written notice to Tenant of the status of the recapture of the Premises and of the anticipated delivery date of the Premises (the "Anticipated Delivery Date") to Tenant with that portion of Landlord's Work consisting of minor electrical, paint, carpet and wall demolition complete, as shown on the Space Plan attached to the Work Letter. If the Anticipated Delivery Date is between December 16, 2015 and January 15, 2016, Tenant shall have the right to terminate this Lease immediately upon written notice to Landlord, which termination notice shall be delivered to Landlord not later than December 11, 2015. If the Anticipated Delivery Date is after January 16, 2016, then either Landlord or Tenant shall have the right to terminate this Lease upon written notice to the other, delivered not later than December 11, 2015. If neither party delivers written notice to the other, as permitted, terminating this Lease on or before December 11, 2015, then this Lease shall remain in full force and effect, and Landlord shall deliver the Premises to Tenant on the Anticipated Delivery Date.

## **2. PREMISES/TENANT IMPROVEMENTS**

**2.1. Premises.** The "Premises" shall be the area of the Building shown on the site plan and/or floor plan attached as Exhibit B. The Building is located on the real property described in Exhibit A (together with all improvements thereon, the "Project"). The area of the Premises listed in Section 1 is agreed to by the parties. Landlord hereby leases the Premises to Tenant on the terms of this Lease, but reserving to Landlord, the use of the exterior thereof, all space above any suspended ceiling, all space beneath the floor, and the right to install, maintain, use, repair, relocate and replace stacks, pipes, ducts,

conduits, wire and utilities leading through the Premises in locations which do not materially interfere with Tenant's use thereof. Tenant shall have access 24 hours per day, subject to closures for emergencies, repairs, similar matters and disruptions outside Landlord's control.

**2.2. Common Areas.** References herein to "common areas" shall mean all areas of the Project not leased to tenants for their exclusive use. Landlord shall make available from time to time such public portions of the common areas as Landlord deems appropriate. As part of Common Expenses (Section 5.1), Landlord is responsible for operating and maintaining the common areas and Landlord may change the size, location, nature and use of any common areas. Tenant has the nonexclusive right to use those common areas which from time to time are designated for such use by Landlord, subject to the terms of this Lease. Tenant shall not store anything outside the Premises. Subject to any specific access provisions elsewhere in this Lease, Tenant shall not permit any employee, contractor or guest onto the roof of the Building or into any other non-public areas of the Project.

**2.3 Parking.** Landlord grants to Tenant and Tenant's employees and invitees, a non-exclusive license to use the number of unreserved parking stalls in the Project designated in Section 1 of this Lease for the parking of passenger vehicles during the term of this Lease, at no additional charge. Landlord reserves the right to control all aspects of the parking areas, including designating specific spaces for the use of any tenant. Tenant shall be responsible for meeting any carpool/vanpool or other transportation obligations regarding its employees.

**2.4 Landlord's Work/Acceptance of Condition.** Landlord shall deliver the Premises to Tenant on the Commencement Date in the Required Condition (Section 3). Subject to delivery in the Required Condition, Tenant accepts the Premises in its condition as of the execution of the Lease, subject to all recorded matters, laws, ordinances, and governmental regulations and Tenant is obligated to comply therewith. Tenant (a) acknowledges that neither Landlord nor any agent of Landlord has made any representation as to the condition of the Premises or the suitability of the Premises for Tenant's intended use, and (b) warrants that Tenant has made its own inspection of the Premises. By taking possession of the Premises, Tenant shall be deemed to have agreed that the Premises are in the Required Condition and any alleged defects or deficiencies are waived.

**2.5 Tenant's Work/Tenant Improvements.** Any initial improvements to the Premises other than Landlord's Work (defined in Exhibit C (Work Letter)), if any, are referred to as "Tenant's Work" and shall be governed by Exhibit C. References herein to "Tenant Improvements" means the combination of Landlord's Work, if any, and Tenant's Work.

**2.6 Rules and Regulations and CCRs.** Tenant shall comply with all rules and regulations established by Landlord from time to time for the Project. The current rules and regulations are attached as Exhibit D. This Lease shall also be subject and subordinate to, and Tenant shall comply with the terms and conditions of, any of the following applicable to the Project and any subsequent renewals, modifications, replacements and extensions thereof; (a) Master Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Mission Viejo Business Plaza, recorded October 3, 1979 in Orange County at Book 13336 Page 740 and Supplemental Declaration of Covenants, Conditions, Restrictions and Reservation of Easements for Mission Viejo Business Plaza No. 1, recorded June 13, 1980 in Orange County at Book 13634 Page 405 (collectively, the "Declaration"); (b) Mission Viejo Business Plaza Association No. 1, Mission Viejo Business Plaza Association and other applicable owners associations (collectively, "Association"); and (c) any other covenants, conditions, restrictions, easements, rights-of-way recorded against the Project, and to any applicable land use or zoning laws or regulations as may now exist or as may be hereafter imposed upon the Project.

### **3. LEASE TERM**



The Target Lease Commencement Date listed in Section 1 represents an estimate of the Commencement Date. The term of this Lease (the "Term") shall commence (the "Commencement Date") on the earlier of (a) December 15, 2015, or (b) the date Tenant takes possession of the Premises, including by commencing any work therein or commencing any operations therein other than pursuant to Section I.A.3. "Required Condition" shall mean (a) if there is no Landlord's Work, the condition of the Premises on the execution of this Lease, or (b) if there is Landlord's Work, then the date Landlord's Work is substantially complete (other than Punch List Work and work that can't be completed prior to Tenant's Work). All provisions of this Lease, other than those relating to payment of Base Rent, shall be effective on the earlier of the Commencement Date or the date that Tenant, its agents, contractors or employees are present in the Premises for inspection, construction, fixturing, move-in or similar purposes, subject to any deferral of the commencement of Base Rent and Tenant's Share of Common Expenses and Real Estate Taxes as set forth in Section 1.

#### **4. BASE RENT**

Commencing on the Commencement Date (subject to any abatement period shown in Section 1), and continuing on the first day of each month thereafter, Tenant shall pay Landlord the Base Rent stated in Section 1, in advance, without offset, deduction or demand. The Base Rent shall be paid to the address specified by Landlord. All charges payable by Tenant other than Base Rent are "Additional Rent". Unless this Lease provides otherwise, Tenant shall pay all Additional Rent then due with the next monthly installment of Base Rent. The term "Rent" means Base Rent and Additional Rent. Rent for any partial month shall be prorated and the Base Rent for the first full calendar month shall be paid on execution of this Lease by Tenant. Landlord shall have all of the same remedies for Tenant's failure to pay Additional Rent as for failure to pay Base Rent.

#### **5. ADDITIONAL RENT**

##### **5.1 Additional Rent.**

**5.1.1 Additional Rent for Common Expenses.** Commencing on January 1 of the first calendar year after the Base Year, Tenant shall pay Landlord each year Tenant's Share of Common Expenses for that year in excess of the Common Expenses for the Base Year, prorated for any partial year at the end of the Term. Landlord shall give Tenant written notice of the estimated amount and on first day of each month Tenant shall pay Landlord 1/12th of the annual estimate. Landlord may revise its estimate during the year. After the close of each year, Landlord will provide a statement showing Tenant's Share of the excess of Common Expenses for such year over the Base Year, the payments made during the year and any balance due or credit owing. Tenant shall pay any balance owing within 30 days after receipt of the statement, and any credit due Tenant shall be credited to Tenant's next monthly estimated payment or if the Lease has terminated or expired, it shall be refunded to Tenant. To the extent that particular expenses relate to one tenant or a group of tenants or it is otherwise equitable, Landlord may specially allocate those expenses and Tenant's Share of those expenses shall be correspondingly adjusted.

**5.1.2 Additional Rent for Taxes.** Commencing on January 1 of the first calendar year after the Base Year, Tenant shall pay Landlord each year Tenant's Share of Real Property Taxes for that year in excess of the Real Property Taxes for the Base Year, prorated for any partial year at the end of the Term. Landlord shall give Tenant written notice of the estimated amount and on first day of each month Tenant shall pay Landlord 1/12th of the annual estimate. Landlord may revise its estimate during the year. After the close of each year, Landlord will provide a statement showing Tenant's Share of the excess of Real Property Taxes for such year over the Base Year, the payments made during the year and any balance due or credit owing. Tenant shall pay any balance owing within 30 days after receipt of the statement, and

any credit due Tenant shall be credited to Tenant's next monthly estimated payment or if the Lease has terminated or expired, it shall be refunded to Tenant.

**5.2 Common Expenses Definitions.** The following terms shall have the following meanings:

Common Expenses. "Common Expenses" shall mean all costs incurred by Landlord in connection with the Project including insurance, utilities, Project Work (Section 7.2), repairs, operation, maintenance and replacements, management fees and any on-site management office, assessments and special assessments due to the Declaration or any Association or other means of allocating costs of a larger tract of which the Project is a part; together with an amount equal to 15% of the total thereof as compensation to Landlord for administrative services, and including amortization of capitalized items over their useful life. Common Expenses shall not include (i) debt service or ground rent, (ii) leasing costs including tenant improvements and leasing commissions; (iii) costs of any special services rendered to individual tenants for which a charge is collected, and (iv) Real Property Taxes, which are managed separately from Common Expenses. If the Project is part of a larger development, Landlord's share of the costs of the larger development shall be included in Common Expenses.

Real Property Taxes: "Real Property Taxes" shall mean all current and future taxes, governmental charges and assessments (including local and special improvement districts) levied on the Project, or any improvements, fixtures and equipment and all other property of Landlord, real or personal, used in the operation of the Project; any taxes in addition to or in lieu of, in whole or in part, such taxes; any tax upon leasing or rents of the Project, including any sales or use taxes; any other governmental charge such as payments for transit or environmental facilities; and all costs and expenses incurred by Landlord in connection with the attempt to reduce any of the foregoing, whether by negotiation or contest but excluding any taxes assessed directly against Tenant, which shall be paid by Tenant. If the present method of taxation changes so that in lieu of or in addition to the whole or any part of any Real Property Taxes, there is levied on Landlord a tax directly on rents or a franchise tax, assessment, or charge based, in whole or in part, upon such rents or revenues, then all such taxes, assessments, or charges, or the part thereof so based, shall be deemed to be included within the term "Real Property Taxes" for purposes hereof. Real Property Taxes shall not include any state or federal income tax, estate tax, or other similar tax, and shall not include any late payment penalties incurred by Landlord.

**5.3. Occupancy Adjustment.** If the Project is not fully occupied by tenants during all or any portion of a year, Landlord may make an appropriate adjustment to those Common Expenses which vary by occupancy, employing sound accounting and management principles, to the amount that would have been incurred if the rentable area of the Project had been fully occupied.

**5.4 Tenant's Audit Right.** Tenant shall have the right to audit the current year's expense statement issued by or on behalf of Landlord by written notice given to Landlord within 60 days after receipt of that statement. Such audit shall be conducted in the offices of Landlord's property manager at the cost of Tenant. Tenant shall keep all of the information disclosed in the course of such audit confidential, and shall require all of its consultants to agree in writing directed to Landlord to keep all such information confidential. Tenant agrees that such audits shall not be permitted to be conducted on a contingency fee basis. To the extent that Tenant elects not to exercise such audit rights, Tenant shall be deemed to have approved the current year's expense statement.

**5.5 Utilities.** Tenant shall pay, directly to the appropriate supplier, the cost of any of separately metered utilities, including telecommunications. Any utilities which are not separately metered shall, at Landlord's election, either be (a) allocated between the users by Landlord and paid within 10 days after receipt of Landlord's invoice, or (b) included in Common Expenses.

**5.6 Intention.** This Lease and the Base Rent are intended to be fully net of expenses incurred in by Landlord in connection with the Project in excess of the Base Year Common Expenses.

## **6. USE; TENANT'S OPERATIONS**

**6.1 Permitted Uses.** Tenant may use the Premises only for the Permitted Uses set forth in Section 1. Tenant shall not cause or permit the Premises to be used in any way which (a) violates any applicable governmental regulations, (b) interferes with the rights of other tenants or Landlord, (c) constitutes a nuisance or waste, or (d) adversely impacts insurance. Tenant shall not conduct or permit any auctions or sheriff's sales at the Premises or within the Premises or permit any portion of the Premises to be used for a "call center," any other telemarketing use, any credit processing use, or other use that involves volumes of occupants in excess of those for a typical office use. No residential uses are allowed on the Premises. Retail uses permitted only with the approval of Landlord and the applicable Association.

**6.2 Signs/Auctions.** So long as Tenant occupies the Premises, Tenant, at Landlord's sole cost and expense, shall have the right to have its business name displayed on any reader board located in the Project lobby and/or in the elevator lobby on Tenant's floor, and immediately outside the Premises, all in the Project standard size, typeface, materials and locations, as determined by Landlord. Tenant shall not place any other signs on the Premises or Project or within the Premises and visible from the exterior of the Premises without Landlord's prior written consent and the consent of the Association, as applicable. If Landlord has previously approved any signage, it must be shown on a Rider or Exhibit to this Lease, initialed by Landlord.

**6.3 Building Penetrations.** Tenant shall not make any penetrations in the Building (roof, walls, foundations, etc.) without Landlord's prior written consent. If Tenant is permitted to penetrate the Building, the consent shall be subject to Landlord's conditions, including (a) Landlord's approval of plans and specifications for the penetration and the contractor to perform it, (b) arrangements to insure that the penetration will not adversely affect any warranty, (c) Tenant's agreement to reimburse Landlord for costs incurred in connection with the penetration, including any fees payable to a roof warranty obligor and any expenses related to later problems arising due to the penetration, and (d) Tenant's agreement to remove the equipment before the end of the Lease and completely seal the penetration to Landlord's satisfaction and in compliance with any applicable warranty. In addition, depending on the seriousness of the penetration, Landlord may require Tenant to post a deposit to guarantee Tenant's performance. If Tenant penetrates the building without Landlord's written consent or violates the terms of the consent, Tenant shall pay Landlord a daily fee of \$250 from the date of the penetration until it is completely sealed to Landlord's satisfaction. If any repairs or maintenance by Landlord affects the area, Tenant shall be responsible at its expense for removing and re-installing its equipment/penetration and accommodating Landlord's work schedule, all at Tenant's expense.

**6.4 Hazardous Materials.** Tenant shall not cause or permit any Hazardous Material (defined below) to be generated, produced, brought upon, used, stored, treated or disposed of in or about the Premises (other than the use and storage of standard office and cleaning supplies of the types and qualities typically stored and used by similar businesses and only to the extent used, stored and disposed of in compliance with all applicable governmental requirements and manufacturer recommendations) without the specific prior written consent of Landlord and subject to the provisions of this Section. Landlord shall take into account such factors as Landlord considers relevant in determining whether to grant or withhold consent to Tenant's proposed Hazardous Material. No installation or use of storage tanks is permitted on the Premises. Tenant shall immediately notify Landlord of any hazardous contamination of the Premises. Landlord may elect to test the Premises for the presence of Hazardous Materials at any time during the Term and after Tenant vacates the Premises. If any such testing indicates



the presence of Hazardous Materials, and if Tenant brought Hazardous Materials of that type into the Premises, Tenant shall immediately reimburse Landlord for all costs incurred in the testing and the clean-up. As used in this Lease, the term "Hazardous Material" means any flammable items and any substances included in the definition of "hazardous substances/wastes/materials" or "toxic substances" now or subsequently regulated under any applicable federal, state or local regulations. Tenant shall indemnify, defend and save Landlord, its agents and mortgagees harmless from all costs, claims, damages and penalties (civil and criminal) to the extent arising with respect to Tenant's use, disposal, transportation, generation and/or sale of Hazardous Materials, in or about the Project and any Hazardous Materials brought into the Premises during the Term by Tenant or Tenant Parties. Tenant Parties means Tenant, Tenant's owners, Tenant's affiliates, and any directors, officers, employees, sublessees, licensees, invitees, agents, contractors and successors and/or assigns of such persons or entities.

## **6.5 Telecommunications Services.**

**6.5.1 Tenant.** Tenant, at its expense, shall arrange for all telecommunications services desired by Tenant. Landlord will have no responsibility for the maintenance of Tenant's telecommunications equipment and/or wiring ("Telecom Facilities"), or for any infrastructure to which it is connected. Tenant shall reimburse Landlord for all costs attributable to Tenant's telecom services including additional risers, conduit, providing cable pair assignments; computer equipment/software for line connections; and third party fees. Notwithstanding this Section 6.5, Tenant shall not be permitted to install an antenna on the exterior of the Building without the Landlord's and the applicable Association's approval.

**6.5.2 Telecom Problems.** Landlord will have no responsibility for any claims, costs or damages ("Telecom Claims") in connection with, and Landlord does not warrant that Tenant's use of its Telecom Facilities will be free from, the following (collectively, "Line Problems"): (a) any shortages, failures, variations, interruption; (b) any failure of any Telecom Facilities to satisfy Tenant's requirements; or (c) any eavesdropping or wire-tapping. Line Problems shall not be considered an actual or constructive eviction of Tenant or relieve Tenant from performance of its obligations under this Lease.

**6.5.3 EMF.** If Tenant's Telecom Facilities create an electromagnetic field exceeding radiation limits permitted by FCC regulations, as now or hereafter amended ("FCC Regs"), Landlord may require Tenant to reduce radiation to permitted levels. Tenant shall indemnify, defend and hold Landlord harmless from all liability, costs and damages to the extent arising out of Tenant's electromagnetic emissions. If Tenant's Telecom Facilities together with other Telecom Facilities located in the Project exceed the radiation limits permitted by FCC Regs, Tenant will pay its share, as reasonably determined by Landlord, of all costs associated with safety measures taken by Landlord.

**6.5.4 Alternative Provider.** If Tenant wishes to utilize the services of a telecommunications provider whose equipment is not servicing the Building (an "Alternate Provider"), Tenant shall notify Landlord of the name of the Alternate Provider, the type of service to be provided, the equipment Alternate Provider wishes to install in the Building and any other information that Landlord reasonably requests. No Alternate Provider may install any equipment in the Building until Landlord has given its written consent, not unreasonably withheld. Landlord may require that the following conditions be met: (a) the Alternate Provider entering into a written agreement reasonably satisfactory to Landlord with all terms and conditions of the Alternate Provider's access to the Project; (b) Landlord will incur no expense, including for installation, maintenance and service; (c) Landlord's right to approve the location, plans and installation of all equipment and wiring; (d) before commencing any work in or about the Project, the Alternate Provider (1) supplies Landlord with indemnities, evidence of insurance, financial statements and other information Landlord deems reasonably necessary; and (2) agrees to abide by rules Landlord deems reasonably necessary to protect the Project and the interests of the other tenants; (e)

Landlord has reasonably determined that there is sufficient roof, riser, conduit and/or equipment space for the Alternate Provider's equipment and cabling, considering the current and probable future needs of other tenants and prospective tenants; (f) the Alternate Provider is licensed, qualified to do business in the state where the Premises is located and has sufficient experience and financial strength to perform its obligations; and (g) the Alternate Provider agrees to compensate Landlord in the amount reasonably determined by Landlord for the space used in the Building and all costs that Landlord may incur in Alternate Provider's equipment within the Building. The provisions of this Section may be enforced solely by Tenant and Landlord. No telephone or telecommunications provider shall be deemed a third party beneficiary of Section 6.5.

**6.6 Compliance/Permits.** Tenant, at its own expense, shall obtain and pay for all permits related to its business and/or its specific use of the Premises. At its expense, Tenant shall comply with all laws, orders, ordinances and regulations of federal, state or other governmental authorities and with any direction made pursuant to law of any public officer with respect to the Premises or the use thereof, including any such governmental laws, orders, ordinances and regulations related to disabled access and any obligation to make alterations in the Premises in connection with Tenant's use or occupancy. Tenant will cooperate with Landlord to provide any information required for compliance with applicable federal, state and local laws. Landlord hereby informs Tenant that the building of which the Premises are a part has not undergone an inspection by a person certified pursuant to Section 4459.2 of the California Government Code (a Certified Access Specialist). Tenant acknowledges that Landlord has satisfied its obligations pursuant to Section 1938 of the California Civil Code.

## **7. MAINTENANCE AND REPAIRS/LANDLORD SERVICES**

**7.1 Tenant's Repairs.** Except as provided in Section 7.2 (Landlord's Obligations), Section 12 (Damage or Destruction), and Section 13 (Condemnation), Tenant shall keep and maintain all portions of the Premises in good order, condition and repair, including, interior and exterior doors and windows, floors, lighting (including bulbs) and all fixtures and equipment in the Premises. Tenant's repair and maintenance responsibility shall include replacement of equipment and components which can no longer be brought into good operating condition with repairs. If any part of the Project is damaged by any act or omission of Tenant, its agents, employees or invitees, Tenant shall pay the cost of repairing or replacing the damage. Tenant shall maintain the portions of the Premises which Tenant is obligated to maintain in an attractive, first-class and fully operative condition. All repairs and maintenance by or on behalf of Tenant shall be made by union-affiliated contractors and subcontractors. Tenant hereby waives all rights under California Civil Code section 1941 and all rights to make repairs at the expense of Landlord or in lieu thereof to vacate the Premises as provided by California Civil Code section 1942 or any other law, statute or ordinance now or hereafter in effect.

**7.2 Landlord's Obligations.** Landlord shall be responsible for the maintenance and repairs to the portions of the Project which are not Tenant's responsibility (the "Project Work"). Project Work shall include the repair, maintenance and replacement of the roof, electrical, plumbing and other mechanical systems and the common areas and exterior of the Project. If any Project Work is necessitated due to damage caused by Tenant, its agents or employees, Landlord may require Tenant to pay the cost of that work within 10 days of receipt by Tenant of the invoice. Tenant waives the benefit of any present or future law which might give Tenant the right to repair the Premises at Landlord's expense or to terminate the Lease due to the condition of the Premises.

**7.3 Basic Services.** Landlord shall provide toilet room supplies, window washing at reasonable intervals, and customary Building janitorial service. Janitorial service shall be provided five days per week excluding service for legal holidays. Tenant shall reimburse Landlord for the costs of any janitorial or other services provided to Tenant which are in excess of those ordinarily provided.



During Normal Building Hours, Landlord shall furnish heating and air conditioning required in Landlord's judgment for the comfortable use and occupancy of the Premises. If requested by Tenant, Landlord shall furnish heating and air conditioning at times other than Normal Building Hours at Landlord's then standard hourly rate for after-hours services, which will be adjusted periodically, payable upon receipt of billings therefore.

Electricity shall be provided by the applicable provider for normal office use, including lighting and operation of customary office machines, and water, both in quantities usually furnished or supplied by Landlord to tenants leasing space in the Building. The mechanical system is designed to accommodate normal and customary heating loads. Before installing lights and equipment in the Premises, which in the aggregate exceed the design of the systems or require more than 120 volts single phase, Tenant shall obtain the written permission of Landlord. Landlord may refuse to grant such permission unless Tenant agrees to pay in advance Landlord's costs of installing metering and any supplementary air conditioning or electrical systems required by such equipment or lights. In addition, Tenant shall pay Landlord (except to the extent the costs are billed directly to Tenant through separate metering), Landlord's estimate of the cost of furnishing electricity for such equipment or lights and Landlord's estimate of the cost of operating and maintaining supplementary air conditioning related to Tenant's use of such equipment or lights. Landlord may install and operate, at Tenant's cost, a monitoring/metering system to measure the added demands on electricity or HVAC systems. Tenant shall comply with Landlord's instruction for the use of drapes, blinds and thermostats.

Landlord shall provide such security for the Project as it deems appropriate. During other than Normal Building Hours (Section 1), Landlord may restrict access to the Building in accordance with the Building's security system (with access via key or card key).

**7.4 Additional Services.** If Tenant requests any of the aforementioned services (or items) in amounts in excess of Building standard (other than HVAC service), Tenant shall pay to Landlord the fees charged for such additional services (or items), upon receipt of billings therefore.

**7.5 Interruption of Service.** Landlord does not warrant that any utilities or services will be free from interruption including by reason of accident, repairs, alterations, computer programming weaknesses or other causes. No utility interruption shall be deemed an eviction or disturbance of Tenant, or render Landlord liable to Tenant for damages. If an interruption is caused by the negligence or misconduct of Landlord, the Base Rent and Tenant's Share of Common Expenses shall abate for the period of the interruption.

## **8. ALTERATIONS**

**8.1 Alterations Procedures.** Following any work performed pursuant to Exhibit C, Tenant shall not make any alterations to the Premises without Landlord's prior written consent, which shall not be unreasonably withheld or delayed. In no event shall Tenant alter the structure, the Building envelope, the exterior appearance of the Building, or the Building systems. Landlord may condition its consent on various matters, including Tenant agreeing to remove the alterations and repair any resulting damage on Lease termination at Tenant's cost, Tenant posting security for the estimated removal/repair cost, paying a construction management fee to Landlord or its agent, and Landlord's approval of the plans and specifications for the work. Any alterations by or on behalf of Tenant shall be made by union-affiliated contractors and subcontractors. Landlord may require Tenant to post a notice of Landlord's non-responsibility with respect to the work prior to starting the work and Landlord shall similarly have the right to post such notices. Landlord may require Tenant to provide lien waivers prior to commencement of the work. Tenant shall reimburse Landlord for all reasonable costs incurred in reviewing the plans and specifications and inspecting the work. Tenant shall provide written notice to Landlord at least one week

prior to commencing any work to enable Landlord to post notices of non-responsibility if it elects to do so. All alterations, additions, and improvements shall be done in a good and workmanlike manner, in conformity with all applicable laws and regulations, and by a contractor approved by Landlord. Upon completion of any such work, Tenant shall provide Landlord with "as built" plans, copies of all construction permits, contracts and approvals, and proof of payment for all labor and materials.

**8.2 Mechanic's Lien.** Tenant shall have no express or implied authority to place any lien or encumbrance upon, Landlord's interest in the Premises or to burden the Rent for any claim in favor of any person dealing with Tenant, including those who furnish materials or perform labor for any construction or repairs, and each such claim shall attach, if at all, only to Tenant's leasehold interest. Tenant will cause to be paid when due all sums owed for any labor performed or materials furnished in connection with any work performed on the Premises for Tenant. If any lien is filed against the Project in connection with Tenant's activities, Tenant shall, within ten days after notice of the filing thereof, either (a) pay the amount of the lien and cause the lien to be released of record, or (b) diligently contest such lien and deliver to Landlord a bond or other security satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten days after Landlord has invoiced Tenant therefor.

**8.3 Condition upon Surrender.** Upon the termination of the Lease, Tenant shall remove all its personal property and surrender the Premises to Landlord, broom clean and in the same condition as received except for ordinary wear and tear which Tenant was not otherwise obligated to remedy under this Lease, including with all electrical, plumbing and other mechanical systems in good operating condition and shall deliver all keys to the Building and Premises to Landlord. In addition, Landlord may require Tenant to remove any alterations made by Tenant and to restore the Premises to its prior condition, at Tenant's expense. All alterations which Landlord does not require Tenant to remove shall become Landlord's property and shall be surrendered to Landlord on termination of the Lease, except that Tenant may remove any of Tenant's machinery or equipment which can be removed without material damage to the Premises. Tenant shall repair, at Tenant's expense, any damage to the Premises caused by the removal of any such machinery or equipment. Notwithstanding anything in this Section to the contrary, Tenant shall not remove any fixtures or equipment considered a part of the real property without Landlord's prior written consent or unless required by Landlord. Such items shall include: any wiring; power panels, lighting or lighting fixtures; wall coverings; drapes, blinds or other window coverings; floor coverings. Telecommunications and data cabling shall not be considered part of the real estate and Landlord may elect either to require Tenant to remove it or leave it in place. All property required by Landlord to be removed from the Premises at the end of the Term and which remains after Tenant vacates, shall be deemed abandoned and may, at the election of Landlord, be retained as Landlord's property, or, at Tenant's expense, may be removed from the Premises and either disposed of or stored. Tenant waives any claim against Landlord for damage to or disposal of any personal property left in the Premises.

## **9. SECURITY DEPOSIT**

Upon execution of this Lease, Tenant shall deposit with Landlord the Security Deposit specified in Section 1. Landlord may apply all or part of the Security Deposit to any unpaid Rent or to cure any other defaults of Tenant. If Landlord uses any part of the Security Deposit, Tenant shall restore the Security Deposit to its original amount within 10 days after Landlord's written request. Tenant's failure to do so shall be a default under this Lease and the overdue amount shall accrue interest as any delinquent payment. If twice within any 12 month period, late charges are assessed against Tenant by Landlord, Landlord may, by written notice to Tenant, require Tenant to pay Landlord an amount equal to two months Base Rent as an increase in the Security Deposit, due within 5 days after Tenant's receipt of the notice. If Landlord transfers its interest in the Premises, Landlord shall transfer the Security Deposit to its

successor in interest, whereupon Landlord shall be automatically released from any liability for the return of the Security Deposit. If, at the end of the Term, Tenant has fully complied with all obligations under this Lease, then the remaining Security Deposit shall be returned to Tenant after Landlord has verified that Tenant has fully vacated the Premises, removed all of its property and surrendered the Premises in the condition required; provided that Landlord may hold back a portion of the Security Deposit until final determination of Tenant's Share of Common Expenses due hereunder, whereupon any final adjustment shall be made and any remaining Security Deposit shall be returned to Tenant. Landlord's obligations with respect to the Security Deposit are those of a debtor and not of a trustee, and Landlord can commingle the Security Deposit with Landlord's general funds and no interest shall be paid to Tenant on the Security Deposit. Tenant hereby waives any and all rights with respect to the Security Deposit set forth in California Civil Code Section 1950.7, or any similar, related or successor provision of law.

## **10. INSURANCE/INDEMNITY**

**10.1 Insurance.** At its expense, Tenant shall obtain and maintain at all times during the term of this Lease: (a) commercial general liability insurance with limits of at least \$2 million per occurrence, \$2 million general aggregate, or such higher amounts as Landlord may from time to time require, containing an aggregate per location endorsement; (b) special form insurance for Tenant's personal property (i.e., furniture, fixtures and equipment) to its full replacement value and business interruption insurance; and (c) other coverages Landlord reasonably requires. The policies shall be written by insurers with an A.M. Best rating of A-:VIII or better, reasonably acceptable to Landlord, and shall be on forms reasonably acceptable to Landlord, shall not contain deductibles exceeding \$5,000 without Landlord's prior written approval and shall contain waivers of subrogation with regard to Landlord and the other additional insureds. The liability policy shall be on an occurrence form and shall specifically name the entities listed in Section 1 as additional insureds on an unmodified ISO endorsement CG 20 11 01 96, or equivalent form. No language excluding coverage for the acts or omissions of the additional insured(s) shall be contained in the endorsement. The specifications herein of minimum limits does not limit the limits of coverage to be available to the Landlord Parties as additional insureds. If Tenant's insurance has limits greater than the limits set forth in this Section, the amount of coverage available to Landlord Parties shall be increased to the limits of Tenant's insurance, including limits under any umbrella or excess policies. Tenant's insurance coverage shall not contain any non-standard, special or unusual exclusions or restrictive endorsements without Landlord's written approval. The personal injury contractual liability exclusion shall be deleted. All insurers shall agree not to cancel or amend (including as to scope or amount of coverage) such policies without at least 30 days prior written notice to Landlord. Tenant shall furnish Landlord with certificates of insurance evidencing the above coverages at all times during the Term as well as a copy of the additional insured endorsement(s). As part of Common Expenses, Landlord shall maintain (a) property insurance on the Project; (b) commercial general liability insurance insuring Landlord; (c) rental loss insurance; and (d) such other insurance as Landlord elects to carry. All insurance coverage hereunder required to be provided by Tenant shall be primary to and shall seek no contribution for any insurance available to the Landlord or any agent of Landlord, with Landlord's (or Landlord agent's) insurance being excess, secondary and non-contributing. Tenant's commercial general liability coverage shall be endorsed to provide such primary and non-contributory liability. Landlord shall not obtain insurance for Tenant's furniture, fixtures or equipment or Tenant's other personal property. Common Expenses shall include the deductibles on Landlord's coverage. Tenant shall not do or permit anything to be done which invalidates Landlord's insurance policies and if Landlord's premiums are increased due to Tenant, any increase shall be paid by Tenant. Each party shall obtain a waiver of subrogation from its respective insurer either via endorsement or by virtue of a provision in the applicable insurance policy.

**10.2 Indemnity.** Subject to Landlord's release in Section 10.3.2, Tenant shall indemnify and defend (using legal counsel acceptable to Landlord) all Landlord Parties (defined below) from any claims,



costs (including reasonable attorneys' fees and other litigation costs) or damages to the extent arising in connection with (a) the occupancy or use of the Premises by Tenant Parties and customers, including any work undertaken or contracted for by Tenant; (b) Tenant's breach of this Lease, (c) any negligent or wrongful act or omission of Tenant Parties or customers; (d) any accident, injury, occurrence or damage in or about the Premises; and (e) any claim against Landlord by any employee or former employee of Tenant. This indemnity is not contingent upon insurance coverage, is not limited to the amount of any insurance proceeds, and operates independently of the insurance provisions of this Lease. Landlord Parties shall mean Landlord, any mortgagees, Washington Capital Management, Inc. ("WCM"), the property manager, and their respective owners and affiliates, subsidiaries, successors and assigns. Notwithstanding the foregoing to the contrary, Tenant's obligation to indemnify and hold Landlord harmless as set forth above shall not apply to the extent that any such injury, loss, costs, expenses, claims or damage is caused by the willful misconduct or gross negligence of Landlord or Landlord Parties.

### **10.3 Waivers.**

**10.3.1 Tenant Waiver.** Tenant hereby releases, waives and discharges the Landlord Parties from any and all claims Tenant might otherwise now or hereafter possess associated with, any loss covered by insurance (or which would have been covered by the insurance Tenant is required to carry hereunder), including the deductible portion thereof, regardless of cause.

**10.3.2 Landlord's Waiver.** Landlord hereby releases, waives and discharges the Tenant Parties from any and all claims Landlord might otherwise now or hereafter possess associated with any loss covered by Landlord's insurance (or which would have been covered by the insurance Landlord is required to carry hereunder), but excluding the deductible portion thereof, regardless of cause.

**10.4 Survival.** The provisions of this Section 10 shall survive expiration or termination of this Lease.

## **11. ASSIGNMENT AND SUBLETTING**

**11.1 Assignment or Sublease.** Tenant shall not assign this Lease or sublet any part of the Premises (each, a "Transfer" and any assignee or sublessee, a "Transferee") without Landlord's prior written consent, which consent shall not be unreasonably withheld or delayed. To assist Landlord in determining whether to consent to a Transfer, Tenant shall submit the following to Landlord as well as any other information reasonably requested by Landlord, (i) the name and jurisdiction of the Transferee; (ii) the proposed use of the Premises; (iii) the terms of the proposed Transfer; (iv) current financial statements and the most recent filed federal income tax return of the proposed Transferee; and (v) the proposed Transfer documents. No Transfer shall affect the liability of Tenant under this Lease and Tenant and any Transferee shall be liable to Landlord for performance of Tenant's obligations under this Lease. Consent to any Transfer shall not operate as a waiver of the necessity of a consent to any subsequent Transfer.

**11.2 Entity Ownership.** The cumulative transfer of an aggregate of 50% or more of the ownership interests in a Tenant entity, including by creation or issuance of new ownership interests (except as the result of transfers by gift or inheritance and except for transfers of interests in publicly traded entities) shall be deemed a Transfer of this Lease.

**11.3 Assignee Obligation.** Any assignee will be required to assume all obligations of Tenant and shall be jointly and severally liable with Tenant for the performance of all of Tenant's obligations under this Lease. Any sublessee will be required to assume all obligations of Tenant to the extent they relate to the subleased premises. Tenant shall provide Landlord copies of all instruments of assignment,

sublease or assumption. If the Transferee defaults, Landlord may, without affecting any other rights of Landlord, proceed against Tenant or any Transferee or any other person liable for Tenant's obligations hereunder. Tenant shall provide the notice address for any subtenant or assignee to Landlord prior to the effective date of the Transfer and if it is not provided, the applicable notice address shall be deemed to be the Premises.

**11.4 Fees.** Tenant shall reimburse Landlord for any out-of-pocket costs incurred by Landlord in connection with any request for consent to a Transfer. In addition, any request for consent to a Transfer shall be accompanied by payment of a non-refundable fee of \$1,000 to compensate Landlord for the administrative burden of processing the request.

**11.5 Assignment/Subletting Income.** Tenant shall immediately pay to Landlord 50% of any amounts payable by an assignee to Tenant which exceed the Rent payable by Tenant hereunder, whether in the form of assignment fees or increased Base Rent or otherwise; provided that Tenant shall be permitted to deduct amortization of Tenant's out of pocket costs for the assignment, spread over the remaining Term. Tenant shall immediately pay to Landlord 50% of any amounts payable by a sublessee which exceed, on a per square foot basis, the Rent due from Tenant hereunder; provided that Tenant shall be permitted to deduct amortization of Tenant's out of pocket costs for the sublease, amortized over the sublease term.

**11.6 Landlord's Recapture Right.** In lieu of granting consent to any proposed Transfer, Landlord reserves the right to terminate this Lease or, in the case of subletting of less than all the Premises, to terminate this Lease with respect to such portion of the Premises, as of the proposed effective date of the Transfer, in which event Landlord may enter into the relationship of landlord and tenant with such proposed Transferee or to any other third party. Such termination shall not relieve Tenant from any obligations under this Lease with regard to the time period prior to the termination.

## **12. DAMAGE OR DESTRUCTION**

**12.1 Notice of Damage.** Tenant shall notify Landlord in writing immediately upon the occurrence of any casualty damage to the Premises. Subject to Sections 12.2 and 12.3, if Landlord's insurance proceeds available to Landlord are sufficient to pay for the necessary repairs, this Lease shall remain in effect and Landlord shall repair the casualty damage to the Building as soon as reasonably practicable, and Tenant shall repair any damage to Tenant's fixtures and equipment or Tenant's other property including any alterations not covered by Landlord's insurance.

**12.2 Decision.** If (i) the insurance proceeds received by Landlord are not sufficient to pay the entire cost of repair, or if the cause of the damage is not covered by the insurance; or (ii) if Landlord considers the damage to be significant, then Landlord may elect either to (1) repair the damage to the Building and the tenant improvements as soon as reasonably practicable, in which case this Lease shall remain in full force and effect, or (2) terminate this Lease. Landlord shall notify Tenant of Landlord's decision within 90 days after notice of the occurrence of the damage. If Landlord elects to repair the damage, Tenant shall pay Tenant's Share of the deductible under Landlord's insurance policy and, if the damage was due to an act or omission of Tenant or Tenant's employees, agents, contractors or invitees, Tenant shall also pay the balance of the deductible as well as the difference between the actual cost of repair and any insurance proceeds. If the Lease does not terminate as a result of the damage but the damage materially interferes with Tenant's use of the Premises, then the Base Rent shall be reduced pro rata, to reflect the portion of the Premises not useable by Tenant.

**12.3 End of Term.** If the damage to the Premises occurs during the last 12 months of the Term, and the damage requires more than 60 days to repair, either Landlord or Tenant may elect to

terminate this Lease as of the date the damage occurred regardless of the sufficiency of any insurance proceeds. The party electing to terminate this Lease shall give written notification to the other party of such election within 20 days after Tenant's notice to Landlord of the occurrence of the damage.

**12.4 Casualty Termination.** If (a) the Premises are damaged by casualty and the damage substantially interferes with Tenant's ability to operate in the Premises, and (b) the damage was not due to an act or omission of Tenant, its agents or employees, and (c) Landlord's reasonable estimate of completion of the restoration is more than twelve months after Landlord obtains all permits and approvals for the restoration, Tenant may terminate this Lease by written notice to Landlord given within 30 days after Tenant's receipt of Landlord's estimate of the repair completion date. Similarly, if the repair is not sufficiently completed to allow Tenant to resume its operations in the Premises within twelve months after receipt of the necessary permits and approval, Tenant may terminate this Lease by 30 days written notice to Landlord if the Premises are not tenantable by the end of that 30 day period. Tenant hereby waives California Civil Code sections 1932(2) and 1933(4), or any successor statute, providing for termination of hiring upon destruction of the thing hired.

### **13. CONDEMNATION**

If the Project is condemned or taken for any public or quasi-public purpose, including any purchase in lieu of condemnation, this Lease shall terminate as of the date of taking of possession for such use or purpose. If a portion of the Project is condemned or taken, (whether or not the Premises be affected), Landlord may, by notice to Tenant, terminate this Lease as of the date of the taking of possession. If Landlord does not terminate this Lease, and if the taking results in a reduction in the square footage of the Premises, then the Base Rent shall be reduced pro-rata, and Landlord shall perform any necessary repairs to restore the Building to a complete unit. Landlord shall be entitled to the entire award in any condemnation proceeding, including any award for the value of any unexpired term of this Lease, and shall have the exclusive authority to settle the condemnation proceeding, and the exclusive discretion to grant "possession and use" to the condemning authority, and Tenant shall have no claim against Landlord or against the proceeds of the condemnation, provided, however, that Landlord shall not be entitled to any moneys paid to Tenant by the condemnor for moving expenses and business losses pursuant to applicable relocation statutes. Tenant hereby waives any and all rights it might otherwise have pursuant to section 1265.130 of The California Code of Civil Procedure.

### **14. INSOLVENCY AND DEFAULT**

**14.1 Defaults.** Tenant shall be in default under this Lease if (a) Tenant fails to pay any Rent when due, or (b) Tenant otherwise breaches or fails to perform any other obligation under this Lease, or (c) a Financial Distress Default (Section 14.9) occurs. Subject to the late charges and interest due under Section 14.8, Landlord agrees that it shall not invoke its remedies under this Section 14 if Tenant cures a Curable Default (defined below) within the applicable cure period (set forth in Section 14.2 below). Landlord may require Tenant to pay to Landlord a fee of \$300 for each non-monetary Curable Default not cured within the applicable cure period. The fee shall be due and payable within 10 business days after Landlord's invoice and if not paid within that time period shall represent a monetary default and is intended to compensate Landlord for the additional time and effort required to address the breach. Termination of this Lease and any repossession shall be without prejudice to any remedies Landlord has for arrears of Rent or for a prior breach of any of the provisions of this Lease.

Landlord shall have the remedy described in California Civil Code section 1951.2. If a Curable Default occurs and Tenant fails to cure the default within the applicable cure period or if a non-Curable Default occurs, Landlord at any time thereafter shall have the right to give a written termination notice to Tenant (which may be included in a single notice given by Landlord under Section 14.2 hereof) and on



the date specified in such notice, Tenant's right to possession shall terminate and this Lease shall terminate. In case of such termination, Tenant shall be liable to Landlord for all costs and expenses including the amounts due under Sections 14.3 and 14.4. If Tenant fails to perform any of Tenant's covenants which Tenant has failed to perform at least twice previously in any 12-month period (although Tenant shall have cured any such previous breaches after notice from Landlord, and within the applicable cure period), then Landlord may there-after, without further notice, exercise any remedies permitted by this Section 14 or by law, including termination of this Lease. Each right and remedy provided Landlord in this Lease is cumulative and in addition to every other right or remedy provided in this Lease, or now or hereafter existing at law, in equity, by statute or otherwise. The exercise by Landlord or any one or more such rights or remedies will not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies.

#### **14.2 Cure Periods.**

**Monetary Default.** If Tenant fails to pay any Rent when due, it is a Curable Default and the cure period shall be 5 days after notice from Landlord.

**Financial Distress Default** (See Section 14.9). An Involuntary Financial Distress Default is a Curable Default and the cure periods are set forth in Section 14.9. A Voluntary Financial Distress Default is not a Curable Default.

**Insurance Default.** If Tenant fails to maintain the required insurance, it is a Curable Default and the cure period is three business days after the date the failure occurs.

**Estoppel or Subordination Default.** If Tenant fails to provide the requested estoppel certificate (Section 15.3) or subordination agreement (Section 15.1) within the time period provided, it shall be a Curable Default and the cure period shall be three business days from the second request.

**Abandonment.** If Tenant vacates the Premises during the Term, it is not a Curable Default.

**Hazardous Materials.** If Tenant breaches the provisions of Section 6.4 (Hazardous Materials) it shall be a Curable Default and the cure period shall be three business days after notice from Landlord.

**Non-Approved Contractor:** If Tenant utilizes any contractor not approved by Landlord in violation of the provisions of Section 8.1 or the Work Letter, the cure period shall be two business days after notice from Landlord.

**Other Defaults.** Any non-monetary breaches of this Lease not listed above in this Section 14.2 shall be considered Curable Defaults and the cure period shall be ten days after notice from Landlord; provided that if the default cannot reasonably be cured within that time period, Tenant shall have such additional time as is reasonably necessary to cure the default so long as Tenant commences the cure within the ten day period and diligently pursues the cure to completion.

**14.3 Expense Recovery.** Items of expense for which Tenant shall be liable to Landlord for in connection with a termination of this Lease for default shall include: (i) all collection costs and all costs of obtaining Tenant's compliance with this Lease, including attorneys' fees and enforcement costs; (ii) the unamortized portion of (a) leasing commissions paid in connection with this Lease, and (b) costs incurred by Landlord to improve the Premises (amortized over the initial Term with interest at 12%); and (iii) all Landlord's other costs proximately caused by the termination. The above sums shall be due and payable immediately upon notice from Landlord without regard to whether the cost or expense was incurred before or after the termination of this Lease. If proceedings are brought under the Bankruptcy

Code, including proceedings brought by Landlord, which relate in any way to this Lease (in any of such cases a "Proceeding"), Landlord shall be reimbursed for paid all costs incurred in connection with the Proceedings.

**14.4 Damages.** Notwithstanding termination of this Lease and reentry by Landlord pursuant to Section 14.1, Landlord shall be entitled to recover from Tenant:

(a) Any unpaid Rent which had been earned by Landlord prior to the time of termination with interest at the Default Rate (Section 14.8); plus

(b) The amount by which the unpaid Rent which would have been earned after termination until the time of an award exceeds the amount of loss of Rent that Tenant proves could have been reasonably avoided, with interest at the Default Rate; plus

(c) The worth at the time of an award of the amount by which the unpaid Rent for the balance of the term of this Lease (as extended, if at all, prior to termination) exceeds the amount of such loss of Rent and Additional Rent that Tenant proves could have been reasonably avoided (including interest at the Default Rate from the date of the award until paid), discounted at the discount rate of the Federal Reserve Bank of San Francisco, or successor Federal Reserve Bank, on the date of termination; plus

(d) Any other amount necessary to compensate Landlord for all the damage proximately caused by Tenant's failure to perform Tenant's obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including amounts due and payable pursuant to Section 14.3.

**14.5 Non-Termination of Lease.** Following an uncured default by Tenant, in addition to the rights to re-take possession with or without terminating the Lease, Landlord shall have the remedy described in California Civil Code Section 1951.4 (Landlord may continue this Lease in effect after Tenant's breach and abandonment and recover rent as it becomes due), if Tenant had the right to sublet or assign, subject only to reasonable limitations. Any notice required to be given by Landlord above shall be in lieu of, and not in addition to, any notice required under the laws of the State of California.

**14.6 Reletting.** If Tenant's right of possession has been terminated (with or without termination of this Lease), Landlord may at any time, and from time to time, relet the Premises in whole or in part either in its own name or as agent of Tenant for any period equal to or greater or less than the remainder of the then-current Term. All rentals received by Landlord from such reletting shall be applied first to the payment of any amounts other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting and of alterations and repairs; third, to the payment of Rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due hereunder. Upon a reletting of the Premises, Landlord shall not be required to pay Tenant any sums received by Landlord in excess of amounts payable in accordance with this Lease.

**14.7 Right of Landlord to Cure Defaults.** If Tenant defaults under this Lease, Landlord may cure the default, at Tenant's expense, immediately and without notice if Landlord believes the default creates a risk of damage to persons, property or the interests of others, or in any other case only upon Tenant's failure to remedy such default within the applicable cure period, if any. Tenant shall reimburse Landlord for any costs of the cure with interest at the Default Rate (defined in Section 14.8).

**14.8 Unpaid Sums and Service Charge.** Any amounts owing from Tenant to Landlord under this Lease shall bear interest at 12% per annum (the "Default Rate"), calculated from the date due or expended until the date of payment. In addition, if any payment of Rent is not paid within 10 days of its



due date, Tenant shall pay a late charge equal to the greater of \$250 or 10% of the overdue amount as liquidated damages for Landlord's extra expense and handling of such past due account.

#### **14.9 Financial Distress.**

**14.9.1 Definition.** Each of the following shall be an "Financial Distress Default" under this Lease: (a) the making by Tenant of any general assignment or general arrangement for the benefit of creditors; the filing by or against Tenant of a petition to have Tenant adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy; (b) the appointment of a trustee or a receiver to take possession of all or any part of Tenant's assets; or (c) the entry of any final judgment against Tenant for an amount greater than six months' Rent. A Financial Distress Default shall be considered "Voluntary" if the action initiating the default was made by Tenant or a person or entity controlling, controlled by, or under common control with Tenant and otherwise shall be considered "Involuntary". For example, a bankruptcy filing initiated by Tenant is a Voluntary Financial Distress Default and a bankruptcy filing by creditors of Tenant shall be considered an Involuntary Financial Distress Default. Tenant shall immediately notify Landlord upon the occurrence of any Financial Distress Default. Tenant shall have 60 days to cure an Involuntary Financial Distress Default under clause (a) above. Tenant shall have 30 days to cure an Involuntary Financial Distress default under clauses (b) and (c) above. If a Voluntary Financial Distress Default occurs or if an Involuntary Financial Distress Default is not cured within the above cure periods, then the provisions of Section 14.9.2 shall apply.

**14.9.2 Filing of Petition.** If a petition ("Petition") is filed by or against Tenant (as either debtor or debtor-in-possession) under Title 11 of the United States Code (the "Bankruptcy Code") and same is not dismissed within 60 days thereafter:

(a) Adequate protection for Tenant's Lease obligations accruing after filing of the Petition shall be provided within 15 days after filing in the form of a deposit equal to two months Base Rent and Additional Rent (in addition to the Security Deposit), to be held by the court or an escrow agent approved by Landlord and the court.

(b) All amounts payable by Tenant to Landlord under this Lease represent reasonable compensation for the occupancy of the Premises by Tenant.

(c) Tenant or Trustee shall give Landlord at least 30 days written notice of any abandonment of the Premises or proceeding relating to administrative claims. If Tenant abandons without notice, Tenant or Trustee shall stipulate to entry of an order for relief from stay to permit Landlord to reenter and relet the Premises.

(d) For purposes of Section 365(b)(1) of the Bankruptcy Code, prompt cure of defaults shall mean cure within 30 days after assumption and shall include cure of any defaults under any other agreements between Landlord and Tenant.

(e) For the purposes of Section 365(b)(1) the Bankruptcy Code, adequate assurance of future performance of this Lease by Tenant, Trustee or any proposed assignee of the Lease will require that Tenant, Trustee or the proposed assignee deposit two months Base Rent and Additional Rent payments into an escrow fund (to be held by the court or an escrow agent approved by Landlord and the court) as security for such future performance. In addition, if the Lease is to be assigned, adequate assurance of future performance by the proposed assignee shall require that the assignee have a tangible net worth equal to eight times the annual Rent due hereunder or that such assignee's performance be unconditionally guaranteed by a person or entity that has a tangible net worth not less than the above amount.

(f) If Tenant or Trustee intends to assume and/or assign the Lease, Tenant or Trustee shall provide Landlord with 30 days written notice of the proposed action, separate from and in addition to any

notice provided to all creditors. Notice of a proposed assignment and assumption shall state the assurance of prompt cure, compensation for loss and assurance of future performance to be provided to Landlord. Notice of a proposed sale shall state: (i) the name, address, and federal tax ID numbers of the proposed assignee; (ii) the terms and conditions of the proposed assignment, and (iii) the proposed assurance of future performance.

**14.10 Default by Landlord.** Subject to Section 15.4, Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within 30 days after receipt of Tenant's written notice (or such longer period of time as is reasonably necessary to cure the default) and such notice shall also be sent in accordance with Section 15.4. If Landlord fails to cure the default within the cure period, Tenant shall have all rights and remedies available at law and in equity other than the right to terminate the Lease or any offsets against Rent.

## **15. PROTECTION OF LENDERS**

**15.1 Subordination.** This Lease shall be subordinate to any financing now existing or hereafter placed upon the Project by Landlord, and to any and all advances to be made thereunder and to interest thereon and all modifications thereof (each, a "Mortgage"). This provision shall be self-operative. Tenant shall execute and deliver any subordination agreement required by the holder of a Mortgage, but only if any such subordination agreement provides that so long as Tenant is not in default under this Lease beyond any applicable cure period, Tenant shall have the continued enjoyment of the Premises free from any disturbance or interruption by any holder of a Mortgage or any purchaser at a foreclosure or private sale of the Project.

**15.2 Attornment.** If Landlord's interest in the Premises is acquired by any ground lessor, holder of a Mortgage, or purchaser at a foreclosure sale, or transferee thereof, Tenant shall attorn to the transferee of or successor to Landlord's interest in the Premises and recognize such transferee or successor as Landlord under this Lease. Tenant waives the protection of any statute or rule of law which gives or purports to give Tenant any right to terminate this Lease or surrender possession of the Premises upon the transfer of Landlord's interest.

**15.3 Estoppel Certificates.** Tenant shall, within 10 business days of demand, execute and deliver to Landlord a written statement certifying: (i) the commencement and the expiration date of the Term; (ii) the amount of Base Rent and the date to which it has been paid; (iii) that this Lease is in full force and effect and has not been assigned or amended in any way (or specifying the date and terms of each agreement so affecting this Lease) and that no part of the Premises has been sublet (or to the extent such is not the case, a copy of any sublease); (iv) that Landlord is not in default under this Lease (or if such is not the case, the extent and nature of such default); (v) on the date of such certification, there are no existing defenses or claims which Tenant has against Landlord (or if such is not the case, the extent and nature of such defenses or claims); (vi) the amount of the Security Deposit held by Landlord; and (vii) any other information a mortgagee or purchaser may reasonably request. It is intended that any such statement shall be binding upon Tenant and may be relied upon by a prospective purchaser or mortgagee. If Tenant fails to provide the requested estoppel within 10 business days after receipt of the request, in addition the provisions of Section 14: (a) Tenant shall be deemed to have given a certificate as above provided, without modification, and shall be conclusively deemed to have admitted the accuracy of any information supplied by Landlord to a prospective purchaser or mortgagee, and (b) Landlord may impose a fee of \$100 per day for each day of delay in providing the statement by Tenant after the 10 business day period. The estoppel certificate shall run to the benefit of all those Landlord specifies as addressees.

**15.4 Notice.** Tenant shall give written notice of any failure of Landlord to perform any of its obligations under this Lease to Landlord and to any ground lessor, mortgagee or beneficiary under any

deed of trust encumbering the Project whose name and address have been furnished to Tenant and such parties shall have the right but no obligation to cure the default on Landlord's behalf. Landlord shall not be in default under this Lease unless Landlord (or such ground lessor, mortgagee or beneficiary) fails to cure such non-performance within 30 days after receipt of Tenant's notice, or such longer period as is reasonably necessary for the cure.

## **16. LIABILITY**

**16.1 Landlord's Liability.** The liability of Landlord to Tenant shall be limited to the interest of Landlord in the Project (and the proceeds thereof). Tenant agrees to look solely to Landlord's interest in the Project (and the proceeds thereof) for the recovery of any judgment against Landlord, and Landlord and its owners shall not be personally liable for any such judgment or deficiency after execution thereon or matters related to this Lease. In addition, if Landlord sells or otherwise transfers the Project to a new owner, the transferring Landlord shall not thereafter be named or sought after in any matter related to the Project relating to the time period after the transfer and responsibility for those matters shall automatically transfer to the new owner.

**16.2 Tenant's Business Interruption.** Notwithstanding any other provision of this Lease, and to the fullest extent permitted by law, Tenant hereby agrees that Landlord shall not be liable for injury to Tenant's personal property or its business or any loss of income therefrom, whether such injury or loss results from conditions arising upon the Premises or the Project, or from other sources or places including any interruption of services and utilities or any casualty, condemnation, whether the cause of such injury or loss or the means of repairing the same is inaccessible to Landlord or Tenant and including injury of loss to Tenant or Tenant's property arising from the acts or omissions of other occupants of the Project.

**16.3 WCM.** If this Lease is signed by WCM, WCM signs the Lease in a representative capacity as manager of the limited liability company which is Landlord. Tenant acknowledges that WCM has no liability whatsoever under this Lease and Tenant shall have no claims against WCM, its agents or employees in connection with this Lease or the Project.

## **17. MISCELLANEOUS PROVISIONS**

**17.1 Notices.** All notices required or permitted under this Lease shall be in writing and shall be personally delivered or delivered by nationally recognized courier, or sent by certified mail, return receipt requested, postage prepaid. The contact information for each party is set forth in Section 1 and may be changed by written notice to the other party. All notices shall be effective upon either delivery/receipt, rejection of delivery/receipt, after sending in the manner described above. If Tenant does not provide Landlord with a forwarding address following expiration or termination of this Lease, Landlord shall be relieved of any obligation to forward any funds or items to Tenant.

**17.2 Non-Waiver/Accord.** Failure of Landlord to insist, in any one or more instances, upon strict performance of any term of this Lease, or to exercise any election herein contained, shall not be construed as a waiver or a relinquishment, but the same shall continue and remain in full force and effect. Landlord shall not be deemed to have waived any provision of this Lease unless expressed in writing and signed by Landlord. Tenant specifically acknowledges that where Tenant has received a notice of default (whether Rent or non-rent), no acceptance by Landlord of Rent shall be deemed a waiver of such notice, and, acceptance by Landlord of partial Rent shall not be deemed to waive or cure any Rent default. Landlord may, in its discretion, after receipt of partial payment of Rent, refund same and continue any pending action to collect the full amount due, or may modify its demand to the unpaid portion. In either event, the default shall be deemed uncured until the full amount is paid in good funds. Payment by Tenant or receipt by Landlord of a lesser amount than the Rent and other charges stipulated herein shall



be deemed to be on account of the earliest stipulated Rent or other charges. No endorsement or statement on any check or any letter accompanying any payment shall be deemed an accord and satisfaction, and Landlord's acceptance of such check or payment shall be without prejudice to Landlord's right to recover the balance of the amount due or pursue any other remedy to which it is entitled.

**17.3 Brokers.** Except as specified in Section 1, if any, Landlord and Tenant each represent and warrant to the other, that neither party has engaged any broker, finder or other person entitled to any commission or fee in respect of the negotiation, execution or delivery of this Lease, and Landlord and Tenant shall each indemnify and defend the other against any claims for such commission arising out of agreements made or alleged to have been made by or on behalf of the other party. If any new leases, modifications to this Lease or other agreements are made between Landlord and Tenant, Landlord shall not have any obligation to pay any brokerage or finders fees to persons engaged by Tenant.

**17.4 Entire Agreement; Amendment; Severability.** This Lease supersedes all prior and contemporaneous understandings and agreements; the provisions of this Lease are intended by Landlord and Tenant as the final expression of their agreement; this Lease constitutes the complete and exclusive statement of its terms and no representations, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. No provisions of this Lease may be changed, waived, discharged or terminated orally, but only by instrument in writing executed by Landlord and Tenant, or their respective successors in interest, concurrently with or subsequent to the date of this Lease. Tenant acknowledges that neither Landlord nor anyone representing Landlord has made statements of any kind whatsoever on which Tenant has relied in entering into this Lease. Tenant has relied solely on its independent investigation and its own business judgment in entering into this Lease. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and the remaining provisions hereof shall nevertheless remain in full force and effect.

**17.5 Force Majeure.** Except as specifically provided otherwise herein, time periods for Landlord's or Tenant's performance under any provisions of this Lease (except for the payment of money) shall be extended for periods of time during which the non-performing party's performance is prevented due to circumstances beyond the party's control, including strikes, embargoes, governmental regulations, inclement weather and other acts of God, war or other strife and no such delay in Landlord's performance shall constitute an actual or constructive eviction or entitle Tenant to any abatement of Rent.

**17.6 ERISA Contingency.** If Exhibit E is attached to this Lease, then this Lease is contingent upon Tenant executing the ERISA Certificate set forth in Exhibit E and taking any other actions requested by Landlord to verify that this Lease is not a prohibited transaction under ERISA. Landlord will rely on the statements by Tenant contained in Exhibit E in agreeing to enter into this Lease. As a result, if Landlord later learns that any of the statements by Tenant on Exhibit E were not correct when made or are no longer correct, then (a) notwithstanding the provisions of Section 14.2, it shall be deemed an incurable default by Tenant under the Lease and Landlord may immediately terminate this Lease by notice to Tenant and Landlord shall be entitled to collect the damages described in Section 14, and (b) Tenant shall indemnify, defend and hold Landlord harmless from any and all damages, costs, or liabilities incurred by Landlord in connection with the false statements. Whether or not Landlord requires an ERISA Certificate as a condition of this Lease, Landlord may at any time thereafter require Tenant to provide an ERISA Certificate using Landlord's then standard form to verify that this Lease is not a prohibited transaction under ERISA.

**17.7 Heirs and Assigns.** This Lease binds any party who legally acquires any rights or interest in this Lease from Landlord or Tenant. However, Landlord shall have no obligations to Tenant's successor unless the rights or interests of Tenant's successor are acquired in accordance with the terms of

this Lease including the restriction on assignment and subletting. If more than one person or entity executes this Lease as Tenant, the liability of each shall be deemed to be joint and several. The rights of Landlord herein shall also run to the benefit of all future owners of the Premises.

**17.8 Waiver of Self-Help.** Tenant waives any statutory or common law right to self-help, including any right to make repairs to the Building or common areas.

**17.9 Personal Property Taxes.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises or Project, including any signage. If any taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property and Landlord elects to pay the same, or if the assessed value of Landlord's property is increased by inclusion of such personal property, furniture or fixtures and Landlord elects to pay the taxes based on such increase, then Tenant shall reimburse Landlord, within 30 days following request, the part of such taxes for which Tenant is primarily liable hereunder.

**17.11 Right to Change Public Spaces.** Landlord reserves the right at any time, without thereby creating an actual or constructive eviction or incurring any liability to Tenant, to (a) close temporarily any common areas to make repairs or changes or to prevent the acquisition of public rights in such areas, and (b) change the arrangement or location of public areas of the Project not contained within the Premises or any part thereof, including entrances, passageways, parking lots and other public service portions of the Project; provided that Tenant is not prevented from having access to the Premises.

**17.12 Consent.** Notwithstanding anything contained in this Lease to the contrary, Tenant hereby waives any claim against Landlord for money damages by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and in such event, Tenant's only remedies therefore shall be an action for specific performance, injunction or declaratory judgment, to enforce any right to such consent. Tenant shall pay Landlord's out-of-pocket costs incurred in connection with any requests by Tenant for consent.

**17.13 Financial Statements.** Within 20 days after written request from Landlord, but not more than two times per year, Tenant shall provide the most recent financial statements and tax returns for Tenant and any guarantor, assignee, or subtenant. The information shall remain confidential, subject to review by potential purchasers and lenders, who shall be instructed to maintain such confidentiality.

**17.14 No Reservation/Counterparts.** The submission of this Lease for examination, or for execution by Tenant, does not constitute a reservation or option to Lease the Premises and this Lease becomes effective as a lease only upon execution and delivery thereof by Landlord and Tenant. At Landlord's election, this Lease may be executed in counterparts and when all counterparts are executed, the counterparts shall constitute a single binding instrument.

**17.15 Authority.** If Tenant is an entity rather than a person, each individual executing this Lease on behalf of said entity or its constituents represents and warrants that he/she is duly authorized to execute and deliver this Lease on behalf of said entity. Concurrently with the execution of this Lease, Tenant shall deliver to Landlord any entity resolutions or consents requested by Landlord to evidence such authority. Where Tenant is comprised of more than one person or entity, all covenants and obligations of Tenant hereunder shall be the joint and several covenants and obligations of each person or entity comprising Tenant. Any action permitted or required of Landlord under this Lease may, at Landlord's election, be performed by Landlord's property manager on Landlord's behalf.

**17.16 Relocation.** Landlord shall have the option to relocate Tenant to other comparable space of approximately the same size elsewhere in the Building, exercisable on 60 days written notice to

Tenant. If Landlord exercises the option, (a) Landlord will arrange for the movers and pay the cost of the move, including the reprinting of stationary and including the cost of reconnecting the phone lines and computers, and (b) a new floor plan shall be attached to this Lease and become a part hereof, (c) provide comparable leasehold improvements at Landlord's cost, and (d) all other provisions of this Lease shall remain in full force and effect. If the relocation space is larger than the Premises, there shall be no increase in Base Rent or Additional Rent. If the relocation space is smaller than the Premises, then Base Rent and Additional Rent shall be proportionately reduced.

**17.17 Utility Deregulation.** Tenant acknowledges that Landlord shall have sole control over the determination of which utility providers serve the Project, and Landlord shall have no obligation to give access or easement rights or otherwise allow onto the Project any utility providers except those approved by Landlord. If, for any reason, Landlord permits Tenant to purchase utility services from a provider other than Landlord's designated company(ies), such provider shall be considered a contractor of Tenant. In addition, Tenant shall allow Landlord to purchase such utility service from Tenant's provider at Tenant's rate or at such lower rate as can be negotiated by the aggregation of Landlord's tenants' requirements for such utility.

**17.18 Clean Air Act.** Tenant acknowledges that Landlord has not made any portion of the Premises or the Building accessible for smoking. If Tenant wishes to make any portion of the Premises accessible to smoking, Tenant shall make all improvements necessary to comply with all applicable governmental regulations. Tenant acknowledges that Tenant's indemnity contained in this Lease includes claims based on the presence of tobacco smoke as a result of the activities of Tenant, its employees, agents or guests.

**17.19 Choice of Law and Venue.** This Lease shall be governed by the law of the state where the Project is located.

**17.20 Nondisclosure of Lease Terms.** Unless Landlord elects otherwise, the terms and conditions of this Lease constitute proprietary information of Landlord that Tenant will keep confidential. Tenant's disclosure of the terms of this Lease could adversely affect Landlord's ability to negotiate other leases and/or impair Landlord's relationship with other tenants. Accordingly, Tenant will not directly or indirectly disclose the terms or conditions of this Lease to any person or entity other than Tenant's employees, agents, lenders, attorneys or accountants who have a legitimate need to know such information and who also agree to keep the same confidential, or as otherwise required by law.

**17.21 Regulations.** Tenant shall comply with the terms and conditions of any of the following applicable to the Project and any subsequent changes thereto: (a) CC&R's, REA's or other covenants recorded against the Project and any design guidelines referenced therein and any amendments thereto, and (b) any transportation management plan adopted for the Project and all amendments thereto. The population density within the Premises as a whole shall at no time exceed one person for each 250 rentable square feet in the Premises.

**17.22 Landlord's Access.** Landlord or its agents may enter the Premises to show the Premises to potential lenders, tenants or other parties, to make repairs, alterations or improvements, to inspect and conduct tests in order to monitor Tenant's compliance with this Lease and applicable law; or for any other purpose Landlord deems necessary. Landlord shall give Tenant prior notice of such entry, except in the case of emergency. Landlord may place customary "For Sale" or "For Lease" signs in and about the Premises and Project.



**17.23 Quiet Possession.** If Tenant pays the Rent and complies with all other terms of this Lease, Tenant may occupy the Premises for the full Term against any person claiming by, through or under Landlord, but not otherwise, subject to the provisions of this Lease.

**17.24 Costs and Attorneys' Fees.** In the event of litigation between the parties hereto, declaratory or otherwise to enforce this Lease, the non-prevailing party shall pay the costs thereof and reasonable attorneys' fees actually incurred by the prevailing party, in such suit, at trial and on appeal. In addition, if Landlord engages counsel to enforce the terms of this Lease, including for the purpose of preparing a delinquency notice, Tenant shall be required to reimburse Landlord for all costs incurred before the subject default is considered cured. Tenant shall pay Landlord's reasonable attorneys' fees and other out-of-pocket costs incurred in connection with any other requests for Landlord's consent.

**17.25 Interpretation.** The captions of sections or subsections of this Lease are to assist the parties in reading this Lease and are not a part of the terms and provisions of this Lease. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "Tenant" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission. References to "including" shall mean "including without limitation". This Lease has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. Each party had the opportunity to be represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Lease against the drafter is not applicable and is waived.

**17.26 No Recordation.** Tenant shall not record this Lease without prior written consent from Landlord. However, Landlord may require that a "Short Form" memorandum of this Lease executed by both parties be recorded.

**17.27 Waiver of Jury Trial.** To the fullest extent permitted by applicable law, Landlord and Tenant hereby waive all rights to request a jury trial in any proceeding or counterclaim arising out of this Lease or Tenant's right to occupy the Premises. Any Tenant counterclaims shall be raised in a separate proceeding rather than any summary proceeding for non-payment of Rent or possession of the Premises. Tenant further waives any right to remove said summary proceeding to any other court or consolidate said summary proceeding with any other action, whether brought before or after the summary proceeding.

**17.28 Survival.** The obligations of each party applicable to time periods prior to the termination or expiration of this Lease shall survive termination or expiration of this Lease, including Landlord's right to indemnification and defense from claims arising from matters occurring prior to termination even though the claim is asserted against Landlord after termination, and payment of amounts not finally calculated by the expiration/termination date.

**17.29 Holding Over.** If Tenant fails to surrender possession of the Premises upon termination or expiration of this Lease, and if Tenant obtains Landlord's written consent to Tenant's continued occupancy, then Tenant's occupancy shall be deemed to be a month to month tenancy, with Base Rent due at a rate one and one half times the Rent payable by Tenant hereunder during the calendar month immediately preceding such termination or expiration (the "Latest Rate") and Landlord may terminate such month to month tenancy upon 30 days' notice to Tenant. If Tenant fails to surrender possession of the Premises upon termination or expiration of this Lease and if Tenant does not obtain Landlord's written consent to Tenant's continued occupancy, then Tenant shall be deemed a trespasser and shall be liable to Landlord for all damages sustained by Landlord as a result thereof, together with Base Rate at a rate double the Latest Rate.

**17.30 Inducements.** Any agreement by Landlord for possession of the Premises without the payment or reduced payment of Rent or other charges or for the giving or paying by Landlord to or for Tenant of any cash or other bonus, inducement or consideration for Tenant's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions" are conditioned upon Tenant's full and faithful performance of all of the terms, covenants and conditions of this Lease to be performed or observed by Tenant during the Term. If Tenant defaults hereunder and fails to cure the default within any applicable cure period, any Rent, other charges, bonus, inducement or consideration abated, given or paid by Landlord under such an Inducement Provision shall be immediately due and payable by Tenant to Landlord and recoverable by Landlord as Additional Rent due under this Lease, notwithstanding any subsequent cure by Tenant.


**17.31 USA Patriot Act and Anti-Terrorism Laws.** Landlord and Tenant each represent and warrant that neither they nor the officers and directors controlling Landlord and Tenant, nor any person or entity that directly owns a 10% or greater equity interest in it, respectively, are or are acting, directly or indirectly, for or on behalf of any person, group, entity, or nation with whom U.S. persons or entities are restricted from doing business under the regulations of the Office of Foreign Asset Control ("OFAC") of the United States Treasury Department, including those named on the OFAC's Specially Designated National and Blocked Person List, or are or are acting directly or indirectly for or on behalf of any person, group, entity, or nation designated in Presidential Executive Order 13224 signed on September 24, 2001 ("Executive Order") as a person who commits, threatens to commit, or supports terrorism; or are or are acting directly or indirectly for a person, group, entity or nation in violation of the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (the "Money Laundering Act"); and that they are not engaged in this transaction directly or indirectly on behalf of, or facilitating this transaction directly or indirectly on behalf of, any such person, group, entity or nation. Each party agrees during the Term of this Lease to comply with the Executive Order and the Money Laundering Act, and to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranty.



**LANDLORD:**

**REEF CROWN VALLEY LLC,**  
a Washington limited liability company

By: Washington Capital Management, Inc.  
its Manager

By:  BASSAM EL JURDI

Its: ASSET MANAGER

Date Signed: 11/20/2015

**TENANT:**

**SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT,**  
a political subdivision of the State of California

By: 

Name: Debra L. Fitzsimons

Its: Vice Chancellor, Business Services

Date Signed: November 17, 2015

**EXHIBIT A**

**LEGAL DESCRIPTION OF PROJECT**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A:**

PARCEL 1 OF PARCEL MAP NO. 79-170, IN THE CITY OF MISSION VIEJO, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 147, PAGES 10 AND 12 INCLUSIVE OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT ALL MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND ALL UNDERGROUND WATER IN OR UNDER OR WHICH MAY BE PRODUCED FROM SAID PARCEL WHICH UNDERLIES A PLANE PARALLEL TO AND 550 FEET BELOW THE PRESENT SURFACE OF SAID PARCEL FOR THE PURPOSE OF PROSPECTING FOR, THE EXPLORATION, DEVELOPMENT, PRODUCTION, EXTRACTION AND TAXING OF SAID MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER FROM SAID PARCEL BY MEANS OF MINES, WELLS, DERRICKS OR OTHER EQUIPMENT FROM SURFACE LOCATIONS ON ADJOINING OR NEIGHBORING LAND OR LYING OUTSIDE OF THE ABOVE DESCRIBED PARCEL, IT BEING UNDERSTOOD THAT THE OWNER OF SUCH MINERALS, OIL, GAS, PETROLEUM, OTHER HYDROCARBON SUBSTANCES AND WATER AS SET FORTH ABOVE, SHALL HAVE NO RIGHT TO ENTER UPON THE SURFACE OR ANY PORTION THEREOF ABOVE SAID PLANE TO AND 550 FEET BELOW THE PRESENT SURFACE OF THE SAID PARCEL FOR ANY PURPOSE WHATSOEVER.

**PARCEL B:**

NON-EXCLUSIVE EASEMENTS FOR (A) ACCESS, PARKING, INGRESS AND EGRESS; (B) MAINTENANCE AND REPAIR; (C) UTILITY PURPOSES, AND (D) ENCROACHMENTS AND OTHER PURPOSES ALL AS MORE PARTICULARLY DESCRIBED IN THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MISSION VIEJO BUSINESS PLAZA ("MASTER DECLARATION"), RECORDED OCTOBER 3, 1979 AS INSTRUMENT NO. 4596 IN BOOK 13336 PAGE 740, THE CORPORATION GRANT OF EASEMENT OVER MASTER COMMON AREAS RECORDED JANUARY 18, 1980 AS INSTRUMENT NO. 20763 IN BOOK 13472 PAGE 1837, AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATION OF EASEMENTS FOR MISSION VIEJO BUSINESS PLAZA NO. 1 ("SUPPLEMENTAL DECLARATION"), RECORDED ON JUNE 13, 1980 AS INSTRUMENT NO. 13697, IN BOOK 13634, PAGE 405, AND SHOWN IN THE DEED RECORDED JANUARY 6, 1982 AS INSTRUMENT NO. 82-004743, ALL OF OFFICIAL RECORDS, ORANGE COUNTY, CALIFORNIA AND AS DEPICTED ON PARCEL MAP NO. 79-170.

**EXHIBIT B**  
**SITE PLAN/FLOOR PLAN**

**FIRST FLOOR**



**EXHIBIT C**

**WORK LETTER**

**LANDLORD'S WORK**

**A. Plans and Specifications.** Landlord will prepare plans and specifications for the build-out of the Premises (the "Plans and Specs"). The work contained in the Plans and Specs is "Landlord's Work". The TI Allowance shall be applied toward the hard and soft costs of the Landlord's Work, including design costs, permitting costs and a construction management fee payable to Landlord's agent not to exceed 4%, but excluding cabling, telecommunications, fixturing, equipment or moving costs.

**B. Completion and Punch List.** Landlord shall deliver possession of the Premises to Tenant when that portion of Landlord's Work consisting of minor electrical, wall demolition, paint and carpet, as shown on the attached Space Plan, in the Premises is complete, subject to (a) work that can't be completed prior to Tenant's Work and (b) Punch List Work. The remaining portion of Landlord's Work consisting of the installation of a full height wall and related electrical shall be completed by Landlord at a later date on a schedule to be mutually determined by the parties. When Landlord believes that Landlord's Work has been so completed, representatives of Landlord and Tenant shall perform a "walk-through" of the Premises and shall jointly prepare a list of all the items which have not been completed or are not in conformance with the Plans and Specs and Landlord shall promptly cause such items to be remedied. The existence of such Punch List Work shall not delay the commencement of the Lease. Except for the Punch List Work and the remaining Landlord work referenced above, the Premises shall be deemed accepted by Tenant in its as-is condition when Tenant begins to move its personal property into the Premises.

**C. Costs.** Landlord will prepare an estimate of the total cost of the Landlord's Work for Tenant's review and approval. The cost of the Landlord's Work shall include the construction costs, the sales tax on the construction costs, the architectural and engineering fees, traffic impact fees, the permitting fees, construction management fees and any other fees in connection with the Landlord's Work. If, after receiving the estimate, Tenant wishes to modify the planned improvements to reduce the costs, Landlord will cooperate with Tenant in that regard but to the extent that the changes delay the submission of the building permit application or the construction schedule for the Landlord's Work by more than 2 business days, which in turn results in a delay in the Commencement Date, then any delay beyond the 2 business-day period shall be deemed a Tenant Delay.

**D. Change Orders.** If, after Landlord has contracted for the work, Tenant requests changes or additions in the Plans and Specs, Landlord shall work with its architect and contractor to determine whether such changes or additions are feasible. If the change is feasible, and if Landlord elects to permit the change, then Landlord shall prepare an estimate of the additional costs related to the addition or change as well as any estimate of any completion delay likely to be caused by such change or addition, and Tenant shall deposit with Landlord, prior to commencement of the change, the estimated cost, if any. If any change or addition delays completion of Landlord's Work, which in turn results in a delay in the Commencement Date, Tenant shall reimburse Landlord for daily Base Rent for the number of days of the delay.

**E. Tenant Delays.** If completion of Landlord's Work is delayed by Tenant's failure to perform its obligations, Tenant shall pay Base Rent and Additional Rent to Landlord for each day of resulting delay in the Commencement Date, payable upon receipt of Landlord's invoice.

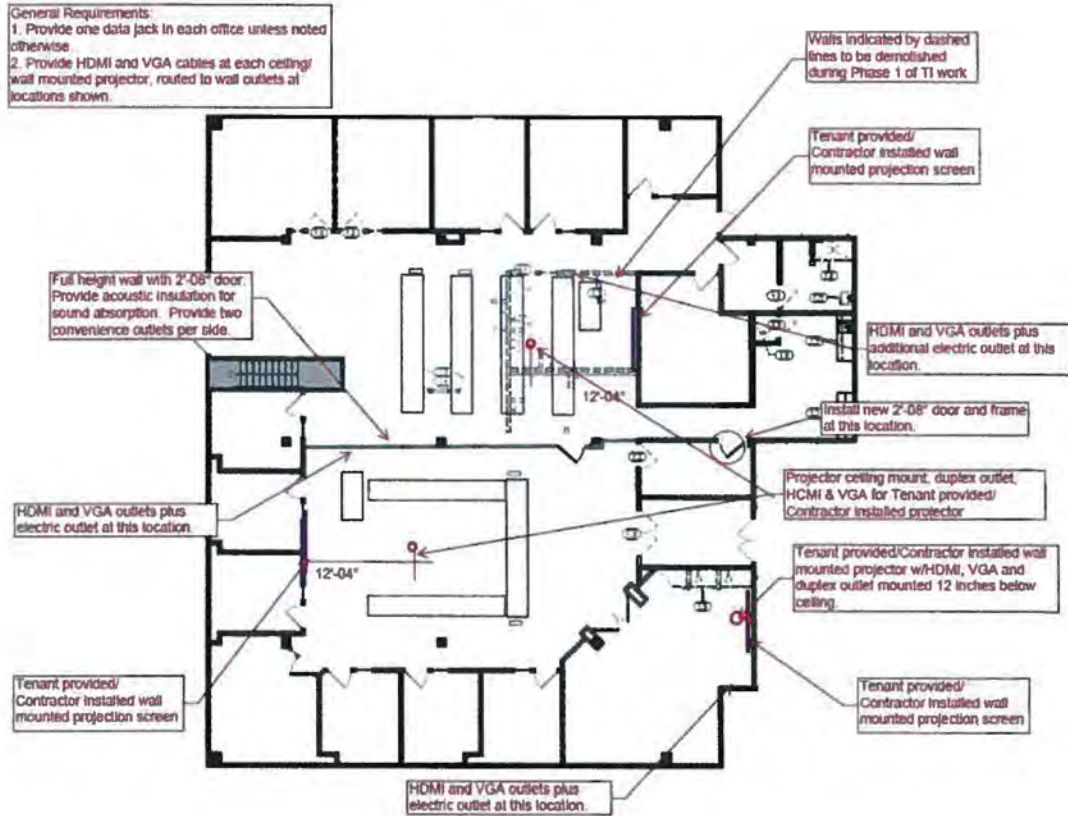
**F. TI Allowance.** Landlord shall provide the TI Allowance set forth in Section I.A.2.

**TENANT'S WORK** – The term "Tenant's Work" shall mean any fixturing and other improvements to the Premises to be made by Tenant and not included in Landlord's Work.

**TENANT IMPROVEMENTS** – The term "Tenant Improvements" shall mean Landlord's Work and Tenant's Work.



## Space Plan



**EXHIBIT D**

**RULES AND REGULATIONS**

1. Landlord shall have the right to control and operate the Common Areas in such manner as Landlord considers appropriate. Tenant shall not invite to its Premises, or permit the visit of persons in such numbers or under such conditions as to interfere with the use and enjoyment of the Common Areas by others. No portion of the sidewalks, doorways, entrances, passages, vestibules, halls, lobbies, corridors, elevators or stairways in or adjacent to the Building shall be obstructed or used for any purpose other than the ingress and egress to and from the Premises. Tenant, its employees or invitees shall not go upon the roof of the Building.

2. During such hours as Landlord may from time to time reasonably determine, Landlord may: (a) require all persons entering or leaving the Building or Project to identify themselves to a watchman by registration or otherwise and to establish their right to enter or leave the Premises or the Building; and (b) limit entries into and departures from the Building to such one or more entrances as Landlord shall from time to time designate. Landlord reserves the right to exclude or eject from the Building all solicitors, canvassers and peddlers, or any person who, in the judgment of Landlord's security officer or employee in charge, is under the influence of intoxicants or drugs, or any person who shall in any manner do any illegal act or any act in violation of any of the rules and regulations. Landlord may enact such other security measures as Landlord may from time to time determine necessary for the safety and protection of the occupants and the Building. Landlord shall not be liable for damages for any error with regard to the admission to or exclusion from the Building of any person.

3. All janitorial service in and about the Premises shall be performed by employees of or service companies retained by or approved by Landlord. Landlord shall have no liability whatsoever to Tenant or any other person for any loss of or damage to personal property on or about the Premises, however occurring, including any damage done by a janitor or any other employee or any person. Janitor service will not be furnished on nights when rooms are occupied after 6:00 p.m. unless, by agreement in writing, service is extended to a later hour for specifically designated rooms.

4. Tenant shall, prior to moving furniture or other equipment into or out of the Building, in all instances (a) first obtain the prior written approval of Landlord, both as to the time of day and entrance to the Building to be utilized by Tenant in connection with such move, and (b) provide to Landlord an insurance certificate evidencing that the moving company carries the same levels of insurance as are required of Tenant and that Landlord and Landlord's property manager are named as additional insureds on such coverage. The firm employed to move Tenant's equipment, material, furniture or other property in or out of the Building must be a professional mover, reasonably acceptable to Landlord and any damage to the Building (including any elevator) shall be paid for by Tenant.

All deliveries of large or bulky articles shall be delivered to and removed from the Premises only in elevators which have been properly padded by Landlord. All deliveries of the above-mentioned items must be scheduled with the Landlord to ensure the elevator used for the delivery is properly padded. Objects of unusual or extraordinary size or weight shall not be brought into or removed from the Building without the prior written consent of Landlord and, where such consent is obtained, shall be brought into or removed from the Building at the time and place and in the manner and shall be placed and maintained in such location and position in the Premises as Landlord may designate.

Landlord shall not be responsible for damage to any of Tenant's property delivered to or left in any receiving area or elsewhere in the Building or to any property moved or handled anywhere in the

Building by any agent, employee or representative of Landlord as an accommodation to Tenant, Landlord being under no obligation to accept delivery of, or to move or handle, any property of Tenant.

5. Tenant shall not place a load upon any floor of the Premises which exceeds the applicable design load. Landlord reserves the right to prescribe the weight and position of all safes, files and heavy installations which Tenant wishes to place in the Premises in order to properly distribute the load. Business machines and mechanical equipment belonging to Tenant which cause noise or vibration that may be transmitted to the structure of the Building or to any space therein so as to be objectionable to Landlord or to any other occupant in the Building shall be placed and maintained by Tenant at Tenant's expense, on vibration eliminators or other devices sufficient to eliminate noise or vibration.

6. Tenant, Tenant's employees, agents or invitees shall not, without the prior written consent of Landlord:

a. Install, maintain or operate any vending machine or any other machines of any description whatsoever (other than small business machines), either on the Premises or elsewhere in the Building.

b. Attach, hang or use any curtain, blind, shade, awning or screen in connection with any window, door or entrance in the Premises or the Building, or attach or install any aerials or other projections from the Premises or the Building.

c. Use the name of the Building for any purpose other than that of Tenant's business address, or use any picture of the Building.

d. Alter any lock or install a new or additional lock or any bolt on any door of the Premises. If Landlord shall give its consent thereto, Tenant shall in each case furnish Landlord with a key for any such lock, and upon termination of its tenancy, Tenant shall deliver to Landlord all keys to the Premises and to all other rooms or offices furnished to Tenant or which Tenant shall have had made. Landlord will provide Tenant with additional keys or card keys for any lock in the Premises upon payment therefore by Tenant.

e. Bring or keep in or about the Premises or the Building any animals, birds or other pets (except service animals) or bicycles or other vehicles, except at such areas as Landlord may designate, temporarily or otherwise.

f. Make or permit to emanate from the Premises or the Building any objectionable noise or odor, or in any manner annoy, disturb or interfere with other Occupants or their employees and invitees.

g. Install telegraphic or telephonic connections or other wire services, or bore or cut for such wires or instruments incident thereto, unless Landlord has approved the location and method of installation, introduction and placement of such wires and instruments.

h. Drive spikes, hooks, screws or nails or other devices in the walls or woodwork (except for hanging small pictures or similar items) or drill holes in the floor of the Premises.

i. Place any boxes, cartons or other rubbish in the corridors or other public areas of the Building.



j. Use or keep in the Premises or the Building any kerosene, gasoline or inflammable or combustible or explosive fluid or material or chemical substance other than limited quantities of such materials or substances reasonably necessary for the operation or maintenance of office equipment or limited quantities of cleaning fluids and solvents required in Tenant's normal operations in the Premises.

k. Use any method of heating or air conditioning other than that supplied by Landlord.

l. Paint, display, inscribe, maintain or affix any sign, placard, picture, advertisement, name, notice, lettering or direction on any part of the outside or inside of the Property, or on any part of the inside of the Premises which can be seen from the outside of the Premises without the prior consent of Landlord, and then only such name or names or matter and in such color, size, style, character and material as may be first approved by Landlord in writing. Landlord reserves the right to remove at Tenant's expense all matter not so installed or approved without notice to Tenant.

m. Produce, or permit to be produced, any intense glare, light or heat except within an enclosed or screened area and then only in such manner that the glare, light or heat shall not, outside the Premises, be materially different that the light or heat from other sources outside the Premises.

n. Create, or permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any real property outside the Premises, or which will create a nuisance or violate any governmental law, rule, regulation or requirement.

o. Transmit, receive or permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, or about the Project.

p. Create, or permit to be created, any noxious odor that is disruptive to the business operations of any other tenant in the Project.

q. Place anything or allow anything to be placed in the Premises near the glass of any door, partition, wall or window which may be unsightly, in Landlord's discretion, from outside the Premises, and Tenant shall not place or permit to be placed any article of any kind on any window ledge or on the exterior walls. Blinds, shades awnings or other forms of inside or outside window ventilators or similar devices, shall not be placed in or about the outside windows in the Premises except to the extent, if any, that the character, shape, color, material and make thereof is first approved by the Landlord.

7. Tenant will refer all contractors, contractor's representatives and installation technicians rendering any service to Tenant, to Landlord's building manager for approval before performance of any work. Notwithstanding such approval, Landlord shall not be liable in any manner for the work so performed by Tenant's contractors, contractor's representatives and installation technicians. This shall apply to all work performed in the Building including installation of telephones, telegraph equipment, electrical devices and attachments and installations of any nature affecting floors, walls, woodwork, trim, window, ceilings, equipment or any other part of the Building.

8. Tenant shall give prompt written notice to Landlord of any accidents to or defects in plumbing, electrical fixtures, heating or air conditioning systems or other systems or improvements in the Premises or the Building, to enable Landlord to repair such damage or defects,

9. Landlord may change the name and the street address of the Building, without notice and without liability to Tenant.

10. Landlord reserves the right from time to time to amend and to make such further rules and regulations as, in the judgment of the Landlord, may be necessary or desirable for the safety, care or cleanliness of the Building or the preservation of good order therein, or the maintenance and promotion of the Building or for any other reasonable or desirable purpose. Such further rules and regulations and such amendments shall be binding upon Tenant, effective upon Tenant's receipt of a copy thereof. Waiver by Landlord of any breach of any provision of the rules and regulations by any other occupant shall not be deemed to be a waiver of such rules and regulations as to Tenant or all occupants.

11. In addition to definitions set forth in these rules and regulations, capitalized terms herein shall have the same meaning as set forth in the Lease to which this is an Exhibit.

12. Tenant shall comply with all smoking restrictions promulgated by Landlord and shall enforce all such restrictions against Tenant's employees and invitees.

13. If Landlord permits Tenant to install any telecommunications equipment and/or wiring within any portion of the Building other than the Premises, the installation and maintenance of the same shall comply with the requirements of this rule:

a. All equipment shall be clearly labeled and all cabling shall be clearly labeled at least every 10 feet;

b. Any equipment installed on the roof shall be inspected and maintained at least quarterly by a company approved by Landlord to assure that the roof membrane remains watertight.

c. A maximum of two technical and/or managerial employees of Tenant may have a key to, or enter, any telecommunications equipment room containing equipment serving more than one tenant ("Common Telecom Room").

d. Except in the event of an emergency, (a) Tenant or its service provider must give advance notice to Landlord's property manager of any access desired to any Common Telecom Room or any conduit or riser containing cabling serving more than one tenant ("Common Conduit"), (b) Landlord shall have the right to have a representative accompany the person entering and/or accessing the any Common Telecom Room or Common Conduit, and (c) the person entering or accessing the roof, any Common Telecom Room or any Common Conduit shall submit to Landlord's property manager or security personnel a written request for entry/access identifying the name and company of the person entering or accessing, when they expect to enter/access and what they plan to do. When done, the person shall submit to Landlord's property manager or security personnel a written report specifying when their entry/access commenced and ended and what work was done.

e. Tenant or its service provider must give advance notice to Landlord's property manager of any access desired to the roof and Landlord shall have the right to have a representative accompany the person entering and/or accessing the roof, any Common Telecom Room or Common Conduit.

f. Except in the event of an emergency, Landlord may require Tenant's service provider to give advance notice to other service providers with equipment in any Common Telecom Room or cabling in any Common Conduit before entering/accessing the same for non-emergency work.

**EXHIBIT E**

**TENANT'S ERISA CERTIFICATE**

November 17, 2015

REEF Crown Valley LLC  
Crown Valley Financial Plaza

Washington Capital Management, Inc.,  
individually and as investment manager  
for Washington Capital Joint Master Trust  
Real Estate Equity Fund under the Washington  
Capital Joint Master Trust, its successors and assigns  
1200 Sixth Avenue, Suite 700  
Seattle, WA 98101

***Re: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT***

Washington Capital Management, Inc. ("WCM") as investment manager of the Washington Capital Joint Master Trust Real Estate Equity Fund under the Washington Capital Joint Master Trust, its successors and assigns (the "Fund"), has agreed that REEF Crown Valley LLC ("Landlord"), which is owned in whole or in part by The Bank of New York Mellon Trust Company, N.A. as directed trustee for the Fund, will lease that certain real property together with the improvements, structures, fixtures, equipment and other personal property used in connection therewith or stored thereon commonly known as 26300 La Alameda, Mission Viejo, California ("Property"), to **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California ("Tenant")**.

In connection with the Transaction (as defined below), each of the undersigned wishes to make certain certifications of fact that will be used by Landlord and WCM to make determinations relative to the prohibited transaction rules under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and to determine the availability of ERISA Prohibited Transaction Exemption 84-14 (the so-called Qualified Professional Asset Manager exemption) with respect to the Transaction.

For purposes of the certifications set forth herein, in addition to the terms defined above, the following terms have the meanings set forth below:

"Affiliate" means with respect to any person (i) any person directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the person, (ii) any corporation, partnership, trust or unincorporated enterprise of which such person is an officer, director, ten percent or more partner, or highly compensated employee within the meaning of section 4975(e)(2)(H) of the Code (but only if the employer of such employee is the plan sponsor of any Plan), (iii) any director of the person, or any employee of the person who is a highly compensated employee within the meaning of section 4975(e)(2)(H) of the Code, or who has direct or indirect authority, responsibility, or control regarding the custody, management or disposition of plan assets involved in the transaction, and (iv) with respect to an employer any of whose employees are covered by any Plan, a named fiduciary (within the meaning of Section 402(a)(2) of ERISA) of the assets of such Plan involved in the transaction, if such employer or an affiliate of such employer has the authority, alone or shared with others, to appoint or terminate

the named fiduciary or otherwise negotiate the terms of the named fiduciary's employment agreement.

"Certifying Party" means each of the undersigned.

"Code" means the Internal Revenue Code of 1986, as amended, or any successor statute.

"Control" means the power to exercise a controlling influence over the management policies of a person other than an individual.

"Interest" means with respect to the ownership of an entity (i) the combined voting power of all classes of stock entitled to vote or the total value of the shares of all classes of stock of a corporation, (ii) the capital interest or the profits interest of a partnership, or (iii) the beneficial interest of a trust or unincorporated enterprise. A person is considered to own an interest held in any capacity if the person has or shares the authority to exercise any voting rights or to direct some other person to exercise the voting rights relating to such interest, or to dispose of or to direct the disposition of such interest.

"Party in Interest" means (A) a fiduciary (including an administrator, officer, trustee or custodian), counsel or employee of any Plan; (B) a service provider to any Plan; (C) an employer or employee organization whose employees or members are covered by any Plan, or the owner, directly or indirectly, of fifty percent or more of such employer or employee organization; (D) a corporation, partnership, estate or trust fifty percent or more owned or held, directly or indirectly, by persons described in the foregoing clauses (A), (B) and (C); (E) a relative (spouse, ancestor, lineal descendent or spouse of a lineal descendent) of any individual described in the foregoing clauses (A), (B) and (C); (F) an employee, officer or director (or individual having powers or responsibilities similar to those of officers or directors), or a ten percent or more shareholder, directly or indirectly, of any Plan or of any person described in the foregoing clauses (B), (C) or (D); (G) a ten percent or more (directly or indirectly, in capital or profits) partner or joint venturer of a person described in the foregoing clauses (B), (C) or (D), all within the meaning of Section 3(14) of ERISA.

"Plan" means any employee welfare, benefit, or retirement plan, fund or program qualified under section 401(a) of the Code or subject to title I of ERISA or section 4975 of the Code, or individual retirement account described in section 408(a) of the Code, the assets of which are included in the Fund as of the date hereof. A current list of Plans is labeled "Real Estate Equity Fund Institutional Client List" and is attached hereto.

"Related Party" means (A) a person which as of the last day of the most recent calendar quarter owns a 10 percent or more Interest in WCM, (B) a person controlling or controlled by a person which as of the last day of the most recent calendar quarter either (i) owns a 20 percent or more Interest in WCM, or (ii) owns a greater than 10 percent, but less than 20 percent, Interest in WCM and exercises control over management or policies of WCM by reason of its ownership Interest in WCM.

"Transaction" means any transaction involving the assets of the Plan with respect to the Tenant leasing or occupying the Property. The leasing of the Property shall be deemed to be a Transaction hereunder for the entire period of the lease, plus any extensions or renewals thereof.



In connection with the Transaction, following diligent inquiry, the undersigned hereby represents, warrants and certifies to you as follows:

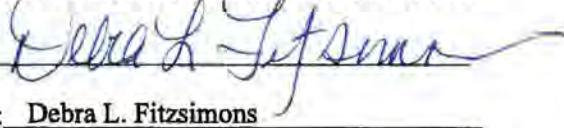
1. No Certifying Party is a Related Party with respect to WCM.
2. No Certifying Party or any Affiliate with respect to any Certifying Party has the authority (i) to appoint or terminated WCM as a manager of the assets of any Plan, or (ii) to negotiate the terms of the management agreement with WCM (including renewals or modifications thereof) on behalf of any Plan.
3. No Certifying Party is a Party in Interest with respect to any Plan.

To the best knowledge of the undersigned, following diligent inquiry, the foregoing certifications are true and correct as of the date hereof. Each of the undersigned hereby acknowledges that this certificate and the foregoing representations will be relied upon by counsel to WCM in determining the availability of ERISA Prohibited Transaction Class Exemption 84-14 (Qualified Professional Asset Manager), and other provisions of relevant law, with respect to the Transaction.

In witness whereof the undersigned has/have executed this certificate.

**SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT,**

a political subdivision of the State of California

By: 

Name: Debra L. Fitzsimons

Title: Vice Chancellor, Business Services

Date: November 17, 2015

**Washington Capital Management, Inc.**  
**Real Estate Equity Fund Institutional Client List**

November 1, 2015

- AGC-IUOE Local 701 Pension Trust Fund
- Alaska Electrical Pension Fund
- Alaska Ironworkers Pension Fund
- Alaska Laborers – Employers Retirement Fund
- Alaska Plumbing and Pipefitting Industry Pension Fund
- Archdiocese of Seattle Priests Pension Plan
- Arizona Sheet Metal Pension Trust Fund
- BAC Local No. 1 Washington Pension Trust
- Carpenters Funds Administrative Office of Northern California Pension Plan
- Carpenters Pension Trust Fund for Northern California
- The Group Investment Trust Of The Carpenters Retirement Trust Of Western Washington And The Carpenters Individual Account Pension Plan Of Western Washington
- Cement Masons and Plasterers Retirement Trust Fund
- Cement Masons and Plasterers Joint Pension Trust
- Cement Masons – Employers Pension Trust
- Edison Pension Trust
- IBEW Local Union 191 Money Purchase Plan
- Idaho Plumbers & Pipefitters Pension Trust
- Ironworkers District Council of the Pacific Northwest Field Ironworkers Annuity Trust
- Northwest Ironworkers Retirement Trust
- Northwest Sheet Metal Workers Pension Trust
- Operating Engineers Retirement Fund Locals 302 & 612
- Oregon Laborers – Employers Pension Plan and Trust
- Oregon Sheet Metal Workers Pension Plan
- Oregon-Washington Carpenters Employers Pension Trust Fund
- Paintmakers & Allied Trades Pension Plans A&B
- Pension Trust Fund of Operating Engineers (Local 3)
- Plasterers Local 82 Pension Fund
- Puget Sound Electrical Workers Pension Plan
- Resilient Floor Covering Pension Fund
- Roofers Local 54 Supplemental Benefit Plan
- Roofers Local 58 Supplemental Benefit Plan
- San Diego County Cement Masons Pension Trust
- San Diego Electrical Pension Trust Fund
- Sheet Metal Workers' Pension Plan of Northern California
- Sheet Metal Workers' Pension Plan of Southern California, Arizona and Nevada
- Southern Alaska Carpenters Defined Benefit Plan
- Southern California IBEW-NECA Pension Trust Fund
- United Association Local No. 290 Plumber, Steamfitter and Shipfitter Industry Pension Plan
- Washington-Idaho Cement Masons Employees Retirement Trust Fund
- Washington-Idaho Laborers Employers Pension Trust Fund
- Washington State Plumbing & Pipefitting Industry Pension Plan
- Western Glaziers Retirement Trust - Oregon and SW Washington
- Western Washington Glaziers Retirement Fund
- Western Washington Laborers-Employers Pension Trust
- Western Washington Painters Defined Contribution Pension Plan

Does not represent endorsement or reference. \*For internal purposes only—client names not to be distributed externally.

**AMENDMENT NO. 1 TO LEASE  
BETWEEN  
REEF CROWN VALLEY LLC  
AND  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**THIS AMENDMENT NO. 1 TO LEASE** (this "**Amendment No. 1**"), is made this 17<sup>th</sup> day of January, 2016 (the "**Effective Date**") by and between the REEF CROWN VALLEY LLC, a Washington limited liability company ("**Landlord**") and the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a political subdivision of the State of California ("**Tenant**") and amends that certain Office Lease dated November 20, 2015 between Landlord and Tenant (the "**Lease**").

**RECITALS**

A. Pursuant to the Lease, Tenant is leasing premises from Landlord in Crown Valley Financial Plaza, a four-story office building (the "**Building**") located at 26300 La Alameda, in Mission Viejo, California.

B. The Lease provides that the Building and the premises covered by the Lease ("**Premises**") will be managed by BIRTCHER ANDERSON REALTY MANAGEMENT, INC. ("**Birtcher**").

C. Birtcher has notified Tenant that, from and after June 14, 2016, the Building and the Premises were to be managed by Jones Lang LaSalle Americas, Inc. ("**JLL**").

D. Landlord and Tenant desire to amend the Lease in order to provide for the change in management.

**NOW THEREFORE**, in accordance with the foregoing and in consideration of the promises and mutual covenants hereinafter set forth, Landlord and Tenant agree to amend the Lease as follows:

1) **Basic Terms.** The Sections of the Basic Terms of the Lease set for the below shall be amended in their entirety:

a) **Property Manager:**  
JONES LANG LaSALLE  
Attn: Ashley Williams, General Manager  
27762 Vista Del Lago, A-7  
Mission Viejo, CA 92692  
Phone: (949) 813-6629  
Email: ashley.williams@am.jll.com



b) **Rent Payment to be sent to:**  
REEF CROWN VALLEY LLC  
P.O. Box 845731  
Los Angeles, CA 90084-5731

c) **Insurance – Parties to be named as Additional Insured (see §10.1):**

Landlord: REEF CROWN VALLEY LLC  
Property Manager: Jones Lang LaSalle Americas, Inc.  
Lender/Mortgagee: None  
WCM: Washington Capital Management, Inc.

2) **General.** All references in the Lease to Birtcher shall be deemed to be references to JLL from and after June 14, 2016.

7. **Full Force and Effect.** Except as modified by this Amendment No. 1, the Lease shall remain in full force and effect.

8. **Counterparts.** This Amendment No. 1 may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment No. 1 on the date first written above.

**LANDLORD:**

**TENANT:**

**REEF CROWN VALLEY LLC**  
a Washington limited liability company  
BY: Washington Capital Management,  
Inc., Its Manager

**SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE  
DISTRICT**, a political subdivision of the  
State of California

by: 

Name: Robin A. Sean  
Title: Asset Manager

By: 

Debra L. Fitzsimons  
Vice Chancellor, Business Services



**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College Parking Lot Use Agreement with 405 Asset Management, LLC

**ACTION:** Approval

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### **BACKGROUND**

Due to the ongoing COVID-19 pandemic, the Chancellor and college Presidents determined that a majority of the classes and services will remain online through the 2021 spring semester thereby creating an extension to the teleworking status of most employees through May 31, 2021. As a result, there will be only a small number of students and employees at the college through May 31, 2021, making Saddleback College parking lots available for licensing purposes. 405 Asset Management, LLC requested use of the college's available parking lots. The college evaluated its needs and determined that approximately 5.75 acres from portions of two parking lots was available and would not interfere with the college's educational programs or operations through summer 2021.

### **STATUS**

The Parking Lot Use Agreement with 405 Asset Management, LLC (EXHIBIT A) provides the use of two areas in Parking Lot 1 and one area in Parking Lot 5A for the term of the agreement, and continuing on a month-to-month basis if the college does not need the parking lots next fall. The parking lots will be fenced, secured, and maintained by 405 Asset Management, LLC. The estimated contract value is \$585,000 for the nine (9) month term of the agreement starting November 1, 2020 through July 31, 2021.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Parking Lot Use Agreement with 405 Asset Management, LLC in the amount of \$585,000 from November 1, 2020 through July 31, 2021 and a month to month extension at \$65,000 thereafter and authorize the Vice Chancellor of Business Services, or designee, to execute the Agreement.

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

## PARKING LOT USE AGREEMENT

This parking lot use agreement ("Agreement") is made and entered into as of October 20, 2020, by and between South Orange County Community College District for Saddleback College ("District"), a California community college district and 405 Asset Management, LLC, a Nevada limited liability company ("405 AM"). District and 405 AM may be referred to hereinafter individually as "Party" and collectively as "Parties."

### RECITALS

A. District is owner of approximately 5.75 acres of real property located at 28000 Marguerite Parkway, Mission Viejo, CA 92692 (the "Property"), which is depicted on the Exhibit A-1 and Exhibit A-2 attached hereto and incorporated herein by this reference (the "Licensed Space").

B. District has determined that 405 AM's use of the Licensed Space as set forth in the Agreement, will not interfere with the District's educational programs or activities.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, District and 405 AM agree as follows:

1. Grant of Use. District hereby grants the right, privilege and permission, subject to the terms and provisions of this Agreement, to occupy the Licensed Space solely for the purposes identified herein.

2. Term. The Term of this Agreement shall be from November 1, 2020 through July 31, 2021, (the "Term"). The Agreement shall automatically convert to a Month to Month term at the end of the Term. Upon conclusion of the Agreement's term, the Agreement shall be terminable by either Party upon thirty (30) days written notice to the other Party.

3. Fees and Assessments.

3.1 License Fee. 405 AM shall pay to District the sum of Sixty Five Thousand Dollars and 00/100 (\$65,000.00) per month ("Rent") for the Licensed Space, commencing on November 1, 2020, and continuing on the first (1st) day of each month during the Term of this Agreement or any extension thereof. Payments are to be sent to: South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA, Attn: Accounting. Payments must reference Agreement No. SCVPAS-REVSFA-2306-2020.

3.2 Late Charge. If any monetary payment due hereunder by 405 AM is not received by District within five (5) days after such amount is due, then, without any requirement of notice to 405 AM, 405 AM shall pay to District a one-time late charge equal to ten percent (10%) of each

such overdue amount. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs District will incur by reason of such late payment.

3.3 Default Interest. Any monetary payment due hereunder, other than late charges, not received by District when due shall bear interest at the legal rate from the date when due until paid. Interest is payable in addition to the potential late charge(s) provided for in Section Late Charge above, but no interest shall be applied to outstanding late charges. Acceptance of any late charge or interest payment shall not constitute a waiver of 405 AM's default with respect to the overdue amount, nor prevent District from exercising any of the other rights and remedies available to District under this Agreement, at law, or in equity.

3.4 Maintenance and Repair. 405 AM, at its sole cost and expense, shall maintain the Licensed Space in a clean and orderly condition during the Term of this Agreement and any extended period or other period of occupation by 405 AM, and shall immediately repair any damage to the Licensed Space, the Property, and/or any other property resulting from 405 AM's use of the Licensed Space. If 405 AM refuses or otherwise fails to make repairs as required herein to the reasonable satisfaction of the District, the District may, on ten (10) days' written notice (except that no notice shall be required in case of emergency) enter the Licensed Space and perform such repair and maintenance at the expense of 405 AM. Cost's incurred by 405 AM pursuant to this Section of this Agreement shall be due and payable upon completion of the repair(s) and subject to the Sections Late Charge and Default Interest, herein, if applicable.

3.5 Taxes; Assessments. 405 AM shall be responsible for any County, State, Federal, and/or other taxes and assessments attributable to 405 AM's use of the Licensed Space, equipment, fixtures, or other personal property located in the Licensed Space, if applicable.

#### 4. Conditions of Use.

4.1 The Licensed Space shall be occupied and used solely for the parking of vehicles and for no other purpose, unless mutually agreed to in writing by the Parties prior to any other proposed use. 405 AM, at its expense, shall immediately comply with the use or occupancy thereof or alterations thereto including without limitation, paying when due, parking occupancy taxes due from 405 AM's parking operation revenues within the Licensed Space.

4.2 405 AM shall not cause, commit, or suffer to be committed, any acts of; damage or material physical waste of any kind on the Licensed Space or other District property; nuisance; or any other act or thing that injures, annoys, and/or disturbs, interferes, or negatively affects any nearby property uses. 405 AM shall not allow the Licensed Space to be used for any improper, unlawful, or objectionable purpose, or any other use not expressly permitted under this Agreement.

4.3 No waste materials or refuse shall be dumped on or permitted to remain on any part of the Licensed Space for any period of time. Other than operable motor vehicles, as described above, no materials or articles of any nature shall be stored on or permitted to remain on or at the Licensed Space, without exception.

4.4 405 AM shall not cause or permit any Hazardous Material (as defined hereinafter) to be brought upon, kept, used, released, discharged or disposed of in or about the Licensed Space. As used herein the term "Hazardous Material" means any hazardous or toxic substance, material, or waste, the storage, use or disposition of which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including, but not limited to, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 USC Section 9601, et seq., the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq., the Clean Water Act, 33 USC Section 1251, et seq., the Hazardous Substance Account Act, California Health & Safety Code Section 25300, et seq., the Hazardous Waste Control Law, California Health & Safety Code Section 25100, et seq., and the Porter-Cologne Water Quality Control Act, California Water Code Section 13000, et seq. 405 AM is not liable or responsible in any way for Hazardous Materials currently at, under, or emanating to or from the Licensed Space.

4.5 As-Is Condition. 405 AM agrees that the use of Licensed Space is on an "AS-IS" basis, with all defects, without any representation or warranty by District or its agents as to the condition of the Licensed Space or fitness for 405 AM's use, and subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Licensed Space, and any easements, covenants or restrictions of record. 405 AM acknowledges that District and its agents have not made any representations or warranties that the Licensed Space comply with Legal Requirements, including, but not limited to, the Americans with Disabilities Act, California Code of Regulations, Title 24 (Building Standards Code), any transportation management plans, or any laws relating to Hazardous Materials, and as a material inducement to District, 405 AM assumes any and all responsibility for causing the Licensed Space to comply with all Legal Requirements throughout the Term. 405 AM acknowledges that it has satisfied itself that the Licensed Space is suitable for its intended use. District shall have no obligation to do any work in and to the Licensed Space in order to prepare the Licensed Space for occupancy or use by 405 AM.

4.6 Alterations; No Liens. 405 AM shall not make any alterations to the Licensed Space without the prior written consent of District, which consent may be granted or withheld in District's sole and absolute discretion. Any Alterations made to the Licensed Space by 405 AM shall comply with all applicable laws and regulations, including building codes and standards applicable to public education institutions. 405 AM shall keep the Licensed Space free of any liens arising out of any work performed, materials supplied, or obligations incurred by 405 AM. If 405 AM fails to do so, then District may, without limitation as to any other right or remedy of District in connection with such default by 405 AM, bond, insure over or otherwise discharge the lien (and 405 AM shall reimburse District for any amount paid by District, including reasonable attorneys' fees). In addition, District shall have the right to post and keep posted on the Licensed Space any notices that may be provided by law or that District may deem to be proper for the protection of the District and the Licensed Space from such liens.

4.7 Condition at Termination. Prior to the expiration or earlier termination of this Agreement, 405 AM shall remove all vehicles and any Alterations made in accordance with Section 5 and

shall surrender the Licensed Space to District in the same condition, broom clean, as when the Licensed Space was delivered to 405 AM.

4.8 Code of Conduct. All persons affiliated with 405 AM present at the Licensed Space are required to adhere to proper standards and proper conduct and shall abide by District's policies and regulations. There is to be no consumption of alcohol, other controlled substances, misuse of prescription medication, smoking, gambling, quarreling, fighting, use of profane language, or indecent exposure in or around the District's Property. If District determines, in its sole discretion, that any person affiliated with 405 AM poses a threat to District's facilities, operations, personnel, and/or students, District reserves the right to require 405 AM to remove the affiliated person from District's Property.

4.9 Compliance with Laws, Policies, Procedures, Rules & Regulations. 405 AM and all affiliated persons shall comply with District's policies, procedures, rules, regulations, and/or guidelines, including, but not limited to the District's policies on smoking, drug and alcohol consumption, conflict of interest, workplace harassment and violence, code of conduct, and harassment and discrimination prevention. 405 AM and all affiliated persons shall comply with all federal, state, local, and/or other applicable laws, rules, regulations, and ordinances applicable to the Property, enacted or promulgated by any public or governmental authority or agency having jurisdiction over the Property, including District, that are now and may in the future become applicable to 405 AM's and/or its affiliates' businesses, equipment and personnel covered by this Agreement. Additionally, 405 AM and its employees, agents, and representatives shall strictly comply with all health and safety guidelines consistent with Cal/OSHA and Centers for Disease Controls.

4.10 COVID-19 Related Responsibilities. 405 AM and each of their respective employees, agents, and representatives shall respond to all potential COVID-19 exposure events immediately. If a possible COVID-19 infection or potential exposure event occurs involving 405 AM, its subcontractors of 405 AM and each of their respective employees, agents, and representatives while on District Property pursuant to the terms of this Agreement, 405 AM shall immediately notify the District. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed individual has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.

5. Indemnity and Hold Harmless. 405 AM shall protect, indemnify, defend and hold harmless District and its directors, officers, members, partners, employees, agents, volunteers, successors and assigns (collectively, "Indemnitees") from and against any and all claims, demands, obligations, damages, costs, liabilities, actions and judgments (collectively, "Claims") including, without limitation, Claims for injury/illness (including COVID-19) or damage to persons or property, and Claims for penalties, fines and reasonable attorney's fees and costs (including attorney's fees and costs incurred to enforce this indemnity), incurred in connection with or arising from this Agreement, however the same may have been caused (including, without limitation, if

caused in whole or in part by the act, omission, or active or passive negligence of Indemnitees, except with respect to any Indemnatee, to the extent caused by the willful or criminal misconduct of such Indemnatee), and including, without limiting the generality of the foregoing, Claims arising out of or in connection with: (1) any default by 405 AM in the observance or performance of any of the terms, covenants or conditions of this Agreement on 405 AM's part to be observed or performed, or (2) the use or occupancy or manner of use or occupancy of the Licensed Space by 405 AM or any persons or entities claiming through or under 405 AM, or (3) the condition of the Licensed Space or any occurrence or happening on the Licensed Space from any cause whatsoever, or (4) any act, omission or negligence of 405 AM or any person or entity claiming through or under 405 AM, or of any 405 AM's agents, employees, contractors, invitees or visitors, occurring in, on or about the Licensed Space, either prior to the commencement of, during, or after the expiration of the Term, including without limitation any acts, omissions or negligence in the making or performing of any Alterations. The foregoing indemnification shall not include any Claims arising out of the gross negligence or willful misconduct of any of the Indemnitees. In the event any action or proceeding is brought against any Indemnatee for any Claim against which 405 AM is obligated to indemnify or provide a defense to an Indemnatee hereunder, 405 AM upon notice from District shall defend such action or proceeding at 405 AM's sole expense by counsel approved by District, which approval shall not be unreasonably withheld. The provisions of this section shall survive the expiration or earlier termination of this Agreement. 405 AM's obligations to defend and indemnify District under this Section does not extend to any Hazardous Materials currently at, under, or emanating to or from the Licensed Space.

6. Limitation of Liability and Waiver.

- a. Limitation of Liability. No director, officer, shareholder, member, manager, employee, adviser, or agent of District or 405 AM shall be personally liable in any manner or to any extent under or in connection with this Agreement. In no event shall District or 405 AM or any of their respective directors, officers, shareholders, employees, advisers or agents be responsible for any consequential damages suffered or incurred by District or 405 AM, including, without limitation, on account of lost profits or the interruption of District's or 405 AM's business.
- b. Waiver of Liability. District shall not be liable to 405 AM and 405 AM hereby waives all claims against District for any loss, injury, or other damage to person or property in or about the Licensed Space arising from the use of the Licensed Space under the Agreement, including without limitation, vandalism or other acts or omissions of unrelated third parties; provided, however, that the foregoing waiver shall be inapplicable to any loss, injury or damage resulting from the gross negligence, willful or criminal misconduct of District or District's breach of any covenant hereunder. 405 AM expressly assumes all responsibility for security at the Licensed Space during the Agreement, and District shall not be liable for any damage to goods, wares, merchandise or other property located in or about the Licensed Space, or injury or death to 405 AM's employees, agents, contractors, visitors, invitees or any other person at the Licensed Space.



- c. Except as otherwise provided, District shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall it constitute a constructive eviction of 405 AM, nor shall the License Fee herein reserved be abated by reason of: (i) the installation, use, or interruption of use of any equipment in connection with the furnishing of any utility services to the Licensed Space (ii) failure to furnish or delay in furnishing any such services when such delay is caused by accident or any condition beyond the reasonable control of District or by the making of reasonable repairs or improvements to the Licensed Space or to the Lot, or (iii) the limitation curtailment, rationing or restriction on use of water, electricity, gas or any other utility or similar company which may be serving the Licensed Space.

7. Insurance. All such insurance coverages shall be on an occurrence basis and shall be placed by an insurance company or companies rated A:VII or better by A.M. Best. Certificates of insurance reflecting the coverages and limits identified below, as well as endorsements described herein shall be provided to District immediately upon execution of this Agreement. All insurance carried by 405 AM shall be primary to and not contributory to any insurance carried by District. Such insurance policies shall be endorsed to provide for thirty (30) days' written notice to District prior to termination of coverage and/or before any changes that restrict or reduce the coverages provided and/or changes to the named insured are made. District, its Board of Trustees, officers, agents, employees, representatives, and volunteers shall be named as additional insureds under 405 AMs Commercial General Liability and Automobile Liability insurance policies. 405 AM shall procure at its sole cost and expense and keep in force during the Term of this Agreement, the following insurance coverage:

- a. Extended coverage or special-peril "all risk" insurance with endorsement for 405 AM's personal property, inventory, alterations, fixtures, equipment, and leasehold improvements located on the Licensed Space, in an amount not less than one hundred percent (100%) of their actual replacement value, providing coverage for risk of direct physical loss or damage, including sprinkler leakage, vandalism, and malicious mischief. The proceeds of such insurance, so long as this Agreement remains in effect, shall be used to repair or replace the personal property, inventory, alterations, fixtures, equipment, and leasehold improvements so insured. Provided such proceeds are applied as set forth in this Section, any insurance proceeds received by 405 AM under such policy shall be to the sole benefit of 405 AM, and District shall have no rights thereto.
- b. In accordance with the laws of the State of California, 405 AM shall carry Workers' Compensation with statutory limits and Employers Liability Insurance not less than One Million Dollars (\$1,000,000).
- c. Commercial General Liability insurance insuring against all claims including, but not limited to personal and bodily injury, death or property damage occurring on, in or as a result of the use of the Licensed Space, blanket contractual liability, products and completed operations in an amount of not less than Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) general aggregate.

- d. Comprehensive automobile liability insurance covering all owned, non-owned and hired vehicles with limits of not less than One Million Dollars (\$1,000,000) combined single limit for personal and property damage.
- e. Without affecting any other rights or remedies, 405 AM agrees to release and waive their right to recover damages against District for injury or loss to any person or damage to property that is caused by or results from any risk insured against under any valid and collectible insurance policy carried by 405 AM, which contains a waiver of subrogation by the insurer and is in force at the time of such injury or damage.
- f. District makes no representation that the limits or forms of insurance coverage specified herein are adequate to cover 405 AM's property, business operations or obligations under this Agreement.
- g. The requirement for carrying the foregoing insurance shall not derogate from the provisions for indemnification of District by 405 AM under this Agreement.

8. District Entry

- a. District and its agents may enter the Licensed Space at any reasonable time upon reasonable written notice and/or electronic notice via e-mail to 405 AM, or immediately in the case of an emergency, for the purpose of (i) inspecting the Licensed Space; (ii) making repairs, alterations, or additions to the Licensed Space as needed and when deemed necessary by District (iii) posting notices of non-responsibility or any other notices District deems necessary; (iv) supplying any service to be provided by District to 405 AM; (v) showing the Licensed Space to prospective purchasers, mortgagees or tenants; (vi) determining whether 405 AM is complying with the terms of this Agreement; (vii) performing 405 AM's obligations when 405 AM has failed to do so after written notice from District, if required by the terms of this Agreement; (viii) placing signs; (ix) doing of other lawful acts that may be reasonably necessary to protect District's interest in the Licensed Space under this Agreement; and (x) responding to an emergency.
- b. District shall have the right to use any means District deems necessary and proper to enter the Licensed Space in an emergency. Any entry into the Licensed Space obtained by District in accordance with this section shall not be a forcible or unlawful entry into, or a detainer of, the Licensed Space, or an eviction, actual or constructive, of 405 AM from the Licensed Space, nor shall such entry give rise to a claim for rent abatement.

9. Termination.

- a. Termination by District. Notwithstanding anything to the contrary in this Agreement, the License granted hereunder shall be revocable with not less than seventy five (75) days notice



by District if District decides, in its sole discretion, that either (a) District requires the exclusive use of the Licensed Space at any time; or (b) 405 AM's use interferes with the education programs and hence requires the use of the Licensed Space in support of the activities at the College Site.

- b. Termination Upon Default. Each of the following shall constitute a “Default”: (a) 405 AM fails to pay Rent when due, (b) 405 AM fails to observe or perform any other material Agreement term, condition, obligation or covenant binding upon, or required of 405 AM, within 10 days after notice from District, (c) 405 AM makes or consents to a general assignment for the benefit of creditors or a common law composition of creditors, or a receiver of the Licensed Space or all or substantially all of 405 AM's assets is appointed, (d) 405 AM files a voluntary petition in any bankruptcy or insolvency proceeding, or an involuntary petition in any bankruptcy or insolvency proceeding is filed against 405 AM, and is not discharged by 405 AM or the guarantor within 60 days. Upon Default of this Agreement by 405 AM, District in its sole discretion may elect to declare a forfeiture of this Agreement as provided in Section 1951.2 of the California Code of Civil Procedure and terminate 405 AM's right to possession of the Licensed Space and this Agreement. In addition, in the event of Default by 405 AM, District shall have all other remedies available under this Agreement and applicable law.

10. Civic Center Act. Both Parties acknowledge that College Site including the Property will be identified as a “Civic Center” pursuant to the Civic Center Act (Education Code Sections 82537 et. seq.). Both Parties understand that other individuals and/or entities may utilize the College, including the Property, pursuant to the Civic Center Act.
11. Damage and Destruction. In the event of a total or partial destruction of the Licensed Space during the Term, from any cause, except for the acts or omissions of the 405 AM, District in its sole discretion may repair the Licensed Space, provided that such repairs can be reasonably made within sixty (60) days of such damage and destruction. If District determines to undertake repairs of the Licensed Space and provides written notice of same to 405 AM within thirty (30) days of the event of total or partial destruction, such event of destruction will not terminate the Agreement, except that 405 AM will be entitled to a proportionate reduction of Rent while such repairs are being made, based upon and to the extent that the making of such repairs interferes with the business of 405 AM on the Licensed Space. If the District determines not to undertake repair of the Licensed Space or cannot identify a mutually acceptable alternate License Space, the Agreement shall terminate as of the date of the event of total or partial destruction.
12. Condemnation. If all or a substantial part of the Licensed Space shall be acquired or condemned by any governmental authority by the use of eminent domain for any public or quasi-public use or purpose, or otherwise, then 405 AM shall have the right to elect to remain on the balance of the Licensed Space, if any, or to terminate this Agreement. 405 AM shall have the right to remove any and all of its trade fixtures and personal property prior to the title divesting as above stated. It is fully understood and agreed that all sums which may be payable on account of the condemnation will belong solely to the District.

13. Assignment and Subletting. District acknowledges and agrees that 405 AM shall sublet the Licensed Space for the parking of vehicles and no other use. It is further acknowledged that if 405 AM has an obligation that is fulfilled by the subtenant, then those obligations shall be deemed fulfilled without both 405 AM and subtenant being required to complete those obligations, including, but not limited to those obligations under the Sections Indemnity and Hold Harmless, and Insurance.
14. Notices. Any notices or communications required to be given to or by or served on the respective Parties hereto may be so given or served by personal delivery or by mailing the same, properly addressed and postage pre-paid, to such Party or Parties by the United States registered or certified mail. Notice shall be effective upon delivery if given by personal service or delivery or two (2) days after mailing if given by registered or certified mail. Until new addresses are given, the addresses of the respective Parties for the purpose of such notices or communications shall be as follows:

**405 AM:** 405 Asset Management, LLC  
1171 S. Robertson Blvd  
Suite 417  
Los Angeles, CA 90035  
Attn: Richard Burton  
E: [richard@405asset.com](mailto:richard@405asset.com)

**District:** South Orange County Community  
College District  
28000 Marguerite Pkwy  
Mission Viejo, CA 92692  
Attn: Priya Jerome  
E: [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu)

Saddleback College  
28000 Marguerite Pkwy  
Mission Viejo, CA 92692  
Attn: Cory Wathen  
E: [cwathen@saddleback.edu](mailto:cwathen@saddleback.edu)

15. Brokers. 405 AM and District each agree to indemnify, defend and hold harmless the other, from and against any costs, expenses or liability for commission or compensation claimed inconsistent with the warranty and representation in this Section.
16. Fencing, Restroom, Lighting, Trash, and Security Services. 405 AM assumes any and all responsibility for the protection of 405 AM, 405 AM's agents, employees, contractors, invitees, visitors and customers, and the property (including all vehicles) of 405 AM and of 405 AM's agents, employees, contractors, invitees, visitors and customers from acts of third parties.

- a. 405 AM shall be responsible for securing the Licensed Space with fencing that is secure and free standing and shall not cause intrusions/staking/penetrating the surface of the area being fenced in.
- b. 405 AM will provide portable toilets and hand washing units that will be placed on the Licensed Space.
- c. 405 AM shall pay the costs of installing and maintaining portable Solar Lighting Towers for the Licensed Space, if needed in 405 AM's sole discretion.
- d. 405 AM shall provide dumpsters and trash cans for the Licensed Space that will be emptied on an as-needed basis by a third-party vendor.
- e. 405 AM shall provide overnight security services for the Licensed Space seven (7) days per week for the Licensed Space during the Term. The security guard(s) will patrol the Licensed Space and will assist with opening and closing all gates between the hours of 11:00 pm and 6:00 am, seven (7) days per week. Additionally, 405 AM shall provide security for opening and closing the multiple gates each morning and night.

District assumes no responsibility for the protection of 405 AM or any Related Parties' property or personal injury (including any personal property in vehicles) from the acts of third parties. 405 AM agrees that District shall not be liable for the personal safety of 405 AM or any Related Parties while any such person is in, on or about the Licensed Space or in any other location on the Property. District assumes no responsibility for the protection of Amazon or any Related Parties' property or personal injury (including any personal property in Amazon delivery vans and/or personal vehicles) from the acts of third parties. Amazon agrees that District shall not be liable for the personal safety of Amazon or any Related Parties while any such person is in, on or about the Expanded Parking Area or in any other location.

17. Access to Licensed Space. 405 AM shall exclusively use the Avery Parkway entrance for the purposes of ingress and egress in order to access the Licensed Space. Furthermore, 405 AM shall be solely responsible for providing the necessary security to monitor and control the entry and exit of all 405 AM or any Related Parties' access to the Licensed Space.
18. Governing Law and Venue. The Agreement shall be governed by and construed pursuant to the laws of the State of California. Any legal action arising out of this Agreement shall be filed and maintained in the Superior Court of California, in and for the County of Orange.
19. Successors and Assigns. Except as otherwise provided in this Agreement, all of the covenants, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors, assigns, parents, divisions, subsidiaries, partners, representatives, officers, directors, and shareholders.
20. Time of the Essence. Time is of the essence to this agreement, and to all the covenants, and conditions of this Agreement.
21. Entire Agreement. This instrument constitutes the entire agreement between District and 405 AM with respect to the subject matter hereof and supersedes all prior offers and negotiations, oral or

written between the Parties. This Agreement may not be amended or modified in any respect whatsoever except by an instrument in writing signed by District and 405 AM.

22. Waiver. Any express or implied waiver of a breach of any term of this Agreement shall not constitute a waiver of any further breach of the same or other term of this Agreement; and the acceptance of rent shall not constitute a waiver of any breach of any term of this Agreement, except as to the payment of rent accepted.
23. Severability. Any provision of this Agreement which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.
24. Attorneys' Fees. 405 AM shall pay to District upon District's written demand, therefor all expenses incurred by the District in connection with any default by 405 AM hereunder or the exercise of any remedy by reason of any default by 405 AM hereunder, including reasonable attorneys' fees and related expenses. If District shall be made a party to any litigation commenced against 405 AM or any litigation pertaining to this Agreement or the Licensed Space, at the option of District, 405 AM at its expense, shall provide District with counsel approved by the District and shall pay all costs incurred or paid by District in connection with such litigation.
25. Authority. Each Party hereby represents and warrants that it has the legal right, power, and authority to enter into and perform its obligations under, and to consummate the transactions contemplated by, this Agreement, and the consent of third parties is not required for the effectiveness of this Agreement. Each individual executing this Agreement on behalf of each Party hereby represents and warrants that he/she has full authority to execute this Agreement.
26. Prevailing Party. If either party commences litigation against the other arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to its costs of suit and reasonable attorneys' fees as may be awarded by the court. Each of 405AM and District and their respective agents expressly waive any claims, and shall not be awarded any judgments, for consequential, special, punitive or similar-type damages.
27. Counterparts; Signatures. This Agreement may be executed in multiple counterparts, each of which, once executed, will be an original and fully-binding on the Parties so executing; and all such counterparts together constitute one and the same agreement. Signatures scanned and transmitted electronically, and electronic signatures shall be deemed original signatures for the purposes of this Agreement and shall have the same legal effect as original signatures.
28. Holdover. Holding over by 405 AM is specifically prohibited, and 405 AM shall have no right to retain possession of the Licensed Space following the expiration or earlier termination of the Agreement or any extension thereof. In the event 405 AM fails to vacate and return possession of the Licensed Space in the condition required by this Agreement upon or prior to the expiration or earlier termination of this Agreement (or any extension period), then, in addition to any other right or remedy of District under this Agreement, at law or in equity, 405 AM shall pay to District an

amount equal to one hundred percent (100%) of the monthly Rent in effect immediately prior to the expiration or earlier termination of this Agreement for each month (or portion thereof) that such failure continues. Further, 405 AM hereby agrees to indemnify, defend, protect, and hold District harmless from and against any and all Claims in any way arising or resulting from or in connection with or related to such retention of possession by 405 AM, including, without limiting the generality of the foregoing, any Claims made by any succeeding 405 AM or occupant founded upon such failure to return possession of the Licensed Space in the condition required by this Agreement and/or any lost profits to District resulting therefrom.

29. Certified Access Specialist (CASp). 405 AM specifically acknowledges and agrees that District makes no representation or warranty with respect to the inspection of the Licensed Space by a Certified Access Specialist ("CASp") and that District hereby disclaims, and 405 AM hereby waives, any liability against District with respect or otherwise relating to a CASp inspection of the Licensed Space.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date first written above.

**DISTRICT:**

South Orange County Community  
College District

By: \_\_\_\_\_

Name: Ann-Marie Gabel

Title: Vice Chancellor, Business Services

**405 AM:**

405 Asset Management, LLC

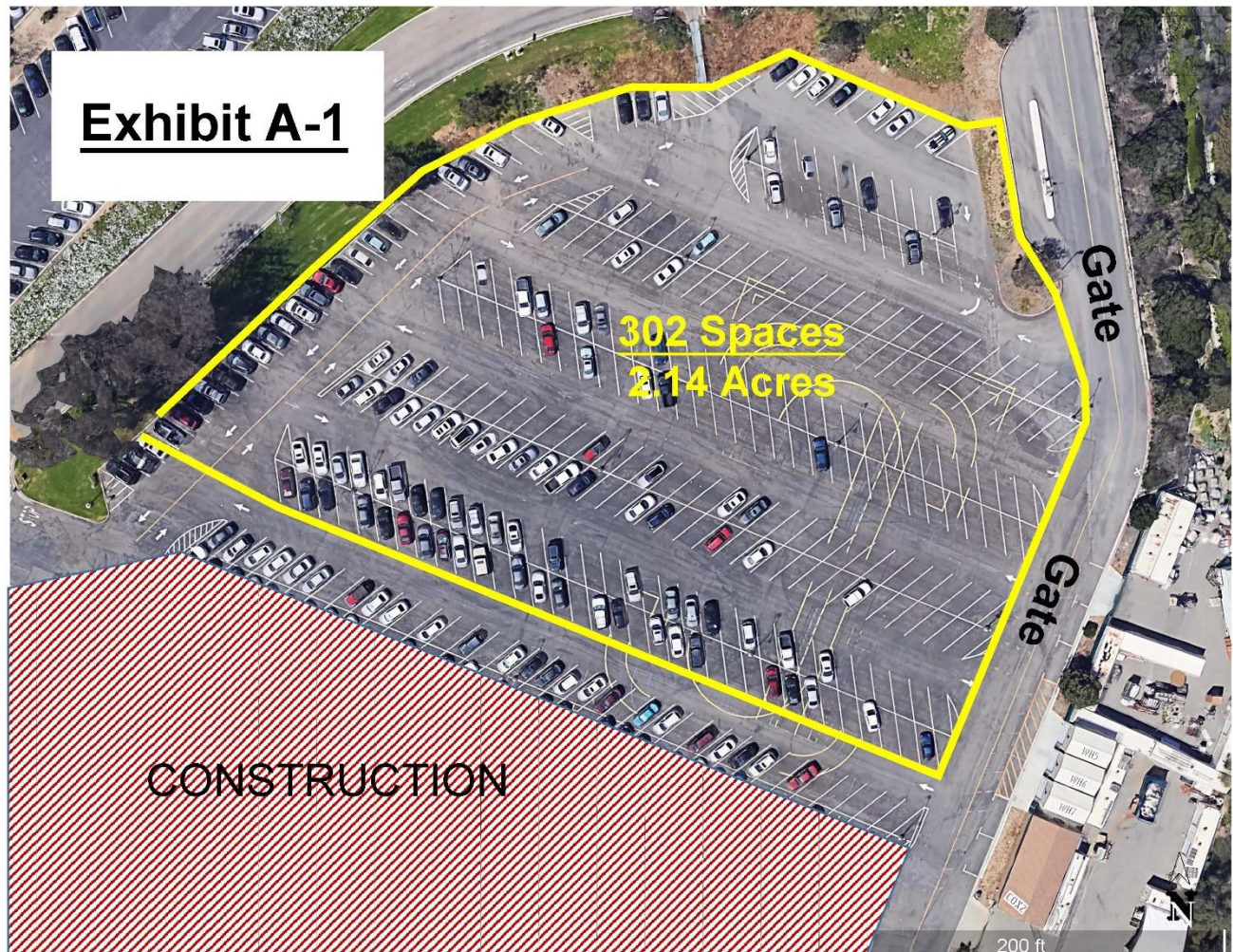
By: \_\_\_\_\_

Name: Sharen Golshan

Title: Manager



**EXHIBIT "A-1"**  
**Approximately 2.14 acres**





**EXHIBIT "A-2"**  
**Approximately 3.61 acres**





**TO:** Board of Trustees

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

**RE:** SOCCCD: Board Policy Revision: BP-132 (2350) Public Speakers at Board Meetings; BP-2120 (3250) Institutional Planning; BP-4000 (7110) Authorization for Employment; BP-4161 (7160) Professional Development and Growth; BP-4235 (4235) Credit for Prior Learning; BP-5210 (5645) Communicable Diseases–Students; BP-5520 (3200) Accreditation; BP-5618 Credit by Examination–Specific Course Credit; BP-5619 Advanced Placement Examination Program; and BP-5620 College Level Examination Program (CLEP)

**ACTION:** First Reading – Information Only

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### **BACKGROUND**

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and comply with current laws and regulations.

### **STATUS**

Ten board policies (EXHIBITS A through J) are presented to the Board of Trustees for review and study. The new language to the board policies was reviewed and revised by the Board Policy Subcommittee (as required), the District's Board Policy and Administrative Regulation Advisory Council, and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council October 8, 2020 for review and recommendation to the Chancellor.

On August 31, 2020, the Board approved the conversion to the Community College League of California (CCLC) categorization and numerical schema for Board Policies and Administrative Regulations. Until such conversion process is completed, references to Board Policies submitted to the Board will include file numbers for both numerical schemas. The first numbers presented are the existing SOCCCD numbers and the second numbers will reflect the converted CCLC schema.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the board policies as listed.

# BOARD POLICY

~~1322350~~

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## PUBLIC SPEAKERS AT BOARD MEETINGS

Persons may speak to the Board either on an agenda item or on other matters of interest to the public that are within the subject matter jurisdiction of the Board at the time designated at the meeting for public comment.

Oral presentations relating to a matter on the agenda, including those on the consent agenda, shall be heard before a vote is called on the item.

Those wishing to speak to the Board are subject to the following:

1. The Board President may rule members of the public out of order if their remarks do not pertain to matters that are within the subject matter jurisdiction of the Board, ~~or~~ if their remarks are unduly repetitive, or if remarks consist of personal attacks on others.
2. Non-scheduled substitutes may not speak in place of scheduled speakers unless alternates have been submitted on the original request or at the discretion of the presiding officer.
3. Employees who are members of a bargaining unit represented by an exclusive bargaining agent may address the Board under this policy, but may not attempt to negotiate terms and conditions of their employment. This policy does not prohibit any employee from addressing a collective bargaining proposal pursuant to the public notice requirements of Government Code Section 3547 and the policies of this Board implementing that section.
4. Individuals wishing to address the Board will be given an opportunity prior to adjournment to closed session and also prior to discussion of action items at the regular, special or emergency meeting.
5. ~~They~~ Each speaker shall complete a public speaker form to address the Board prior to ~~at~~ the beginning of the meeting at which they wish to speak and shall submit the request to the Board's Executive Assistant.
6. The public speaker form request ~~request~~ may include the person's name and name of the organization or group represented, if any, and shall include a statement noting the agenda item or topic to be addressed.
7. No member of the public may speak without being recognized by the Board President.
8. Each speaker will be allowed two (2) minutes per topic. The maximum time allotment for public speakers on any one subject regardless of the number of speakers at any one

PUBLIC SPEAKERS AT BOARD MEETINGS

Board meeting will appear on the agenda. At the discretion of a majority of the Board, these time limits may be extended.

9. Each speaker coming before the Board is limited to one presentation per specific agenda item before the Board, and to one presentation per meeting on non-agenda matters.

*References:*

*Government Code Sections 54950, et seq.;*  
*Education Code Section 72121.5*

# BOARD POLICY

21203250

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

~~ADMINISTRATION~~ GENERAL INSTITUTION

## INSTITUTIONAL PLANNING

The Chancellor, ~~along with the colleges,~~ shall ensure that the District and colleges maintain a broad based, comprehensive, systematic, and integrated systems of planning that involve appropriate District constituencies and are supported by institutional effectiveness research. ~~takes place on a district wide basis and at the colleges and district services. The integrated planning system shall be supported by institutional effectiveness research and involve appropriate segments of the colleges and district services.~~

The planning systems shall include plans required by law, including, but not limited to:

- Long Range Educational or Academic Master Plans, which shall be updated periodically as deemed necessary by the Board of Trustees
- Facilities Plans
- Sustainability Plans
- Technology Plans
- Equal Employment Opportunity Plan
- Student Equity Plans
- Perkins Plans
- Emergency Operations Plans

The Chancellor shall submit those the plans for which Board approval is required by Title 5 to the Board of Trustees ~~for approval.~~

The Chancellor shall inform the Board about the status of planning and the various plans.

The Chancellor shall ensure the Board has an opportunity to assist in developing the general institutional mission and goals for the comprehensive plans.

### *References:*

*Title 5, Sections 51008, 51010, 51027, 53003, 54220, 55080, 55190, 55250, 55510, and 56270 et seq. ACCJC Accreditation Standards I.B.9, III.B.4, III.C.2, III.D.2, IV.B.3, and IV.D.5 (formerly I.B); ~~Education Code Sections 78210 et. Seq., 84754.6~~*

Adopted: 01-20-09  
Revised: 05-20-13  
Revised: 05-16-16

# BOARD POLICY

~~40007110~~

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## AUTHORIZATION FOR EMPLOYMENT

The Board of Trustees authorizes all employment and all employment transactions per California Education Code.

The Board of Trustees hereby delegates to the Chancellor authority to employ persons in all positions. All actions to employ and all employment transactions shall be reported to the Board of Trustees at its next regular meeting. All subsequent employment transactions shall be approved or ratified by the Board of Trustees.

### *References:*

*California Education Code Sections 70902(d)*

Adopted:	01-26-68	Revised:	04-11-94	Reviewed:	10-13-10	Page 1 of 1
Revised:	07-01-74	Revised:	04-26-99	Revised:	01-25-16	
Revised:	04-10-89	Revised:	09-26-05			

# BOARD POLICY

~~4161~~ 7160

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## PROFESSIONAL DEVELOPMENT AND GROWTH

The South Orange County Community College District encourages faculty, classified staff and administration to develop and keep current their professional skills and knowledge through varied educational opportunities, both within and outside the District.

### *References:*

*California Code of Regulations Title ~~5~~, Sections 53200(8) and 55720*  
*Education Code Section 87150 et seq.*  
*Accreditation Standard III A.14*

# BOARD POLICY

4235

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

ACADEMIC AFFAIRS

## CREDIT FOR PRIOR LEARNING

Credit for prior learning may be earned for eligible courses approved by the District for students who satisfactorily pass an authorized assessment. Authorized assessments may include the evaluation of approved external standardized examinations (i.e. College Board Advanced Placement (AP), International Baccalaureate, College Board College Examination Program (CLEP)), credit for military service/training, industry recognized credentials, student-created portfolios, or credit by examination.

This policy shall be reviewed every three (3) years. As required, a report will be developed and submitted to the Chancellor's Office every three (3) years. The Chancellor or designee shall establish administrative regulations to implement this Board Policy.

*Reference:*  
*Title 5, Section 55050*

New Board Policy

# BOARD POLICY

56455210

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENT SERVICES

## COMMUNICABLE DISEASES-STUDENTS

The Chancellor shall establish regulations necessary to ensure cooperation with local public health officials in measures necessary for the prevention and control of communicable diseases among students.

### *References:*

*Education Code Section 76403*

Adopted:

Page 1 of 1



# BOARD POLICY

55203200

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTSGENERAL INSTITUTION

## ACCREDITATION

The ~~C~~college ~~P~~presidents shall ensure the ~~C~~college complies with the accreditation process and the Eligibility Requirements, Standards, and Policies, as standards of defined by the Accrediting Commission of Community and Junior Colleges (ACCJC); and of other program specific accreditors of other District programs that seek special accreditation The college presidents shall inform the Chancellor of any issues that may arise.

The Chancellor shall keep the Board of Trustees informed of approved accrediting organizations and the status of all accreditations, both institutional and programmatic.

The Chancellor shall ensure that the District and the Board of Trustees are involved in any accreditation process in which the District and the Board of Trustees' participation is required.

The Chancellor shall provide the Board of Trustees with the accreditation reports, and any actions taken or to be taken in response to recommendations in an accreditation report.

### *References:*

ACCJC Accreditation Eligibility Requirement 21 ~~Integrity in Relations with the~~  
~~ACCJC Accreditation Commission, Standards~~ I.C.-12. And 21, I.C.13  
Title 5, Section 51016

Adopted: 10-26-09  
Revised: 07-30-12  
Revised: 08-25-14

Reviewed: 03-27-17

Page 1 of 1

# BOARD POLICY

5618

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## ~~CREDIT BY EXAMINATION – SPECIFIC COURSE CREDIT~~

### ~~DELETE – Move language to NEW BP 4235 Credit for Prior Learning~~

~~A student may qualify for credit by examination for courses in a current South Orange County Community College District catalog for which he/she appears to be reasonably qualified by training or experience.~~

~~A student may qualify for credit through articulation in Career Technical Education courses as prescribed by Administrative Regulations 5618 and 6110.~~

~~Reference: \_\_\_\_\_~~

~~— Title 5, Calif. Code of Regulations, Section 55050, 55051~~

Adopted:	05-15-89	Revised:	01-20-11
Technical	04-26-99	Revised:	05-16-16
Update:		Revised:	04-30-18

# BOARD POLICY

5619

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## ADVANCED PLACEMENT EXAMINATION PROGRAM

### DELETE – Language moved to BP 4235 Credit for Prior Learning

~~South Orange County Community College District will grant credit for College Entrance Examination Board Advanced Placement Examinations satisfactorily passed during the junior and senior years of high school with a score of 3, 4, or 5.~~

~~Determination of whether specific course or elective credit is to be awarded in any area is made by the academic division offering the subject matter.~~

~~Specific credit awarded for AP exams with passing scores has been established as indicated in the College catalogs.~~

Adopted: 05-15-89      Revised: 02-28-11  
Technical                      Reviewed: 11-19-18  
Update: 04-26-99

Page 1 of 1

# BOARD POLICY

5620

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## COLLEGE LEVEL EXAMINATION PROGRAM (CLEP)

### DELETE – Language moved to BP-4235 Credit for Prior Learning

~~Specific credit for completion of College Level Examination Program (CLEP) examinations can be found in the Saddleback College and Irvine Valley College catalogs. Any credit awarded does not necessarily transfer to other colleges. Students seeking to use CLEP credit for college transfer purposes will need to consult the transfer institution regarding its policy pertaining to CLEP.~~

~~No credit will be given to CLEP in any area in which the student has earned college credit prior to completion of CLEP examinations. Credit is awarded upon completion of one semester in the South Orange County Community College District. Additional information regarding the College Level Examination Program may be obtained in the counseling offices at Irvine Valley and Saddleback Colleges.~~

Adopted: 05/15/89 07/17/17  
Technical Update: 04/26/99  
Revised: 01/20/11

Page 1 of 1

**TO:** Board of Trustees

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

**RE:** SOCCCD: Board Policy Revision: BP-103 (2010) Board Membership; BP-105 (2305) Annual Organizational Meeting; BP-107 (2410) Board Policies and Administrative Regulations; BP-109 (2740) Board Education; BP-126 (2330) Meeting Procedures, Quorum, and Voting; BP-162 (2720) Communications Among Board Members; BP-1400 (3425) Americans with Disabilities Act and the Fair Employment and Housing Act; BP-2120 (2120) Officers; BP-3610 (3600) Auxiliary Organizations, Including Foundations; BP-5617 (4226) Multiple or Overlapping Enrollments; and BP-6122 (4240) Academic Renewal

**ACTION:** Approval

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### **BACKGROUND**

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and comply with current laws and regulations.

### **STATUS**

Eleven board policies are presented to the Board of Trustees for approval. The new language to the board policies was reviewed and revised by the Board Policy Subcommittee (as required), the District's Board Policy and Administrative Regulation Advisory Council, and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on September 10, 2020 for review and recommendation to the Chancellor. EXHIBITS A through K were brought to the Board of Trustees on September 21, 2020 for review and study (first reading – information). Additional changes recommended by the Board of Trustees from the September 21, 2020 meeting have been highlighted.

On August 31, 2020, the Board approved the conversion to the Community College League of California (CCLC) categorization and numerical schema for Board Policies and Administrative Regulations. Until such conversion process is completed, references to Board Policies submitted to the Board will include file numbers for both numerical schemas. The first numbers presented are the existing SOCCCD numbers and the second numbers will reflect the converted CCLC schema.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the board policies as listed.

# BOARD POLICY

1032010

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## BOARD MEMBERSHIP

The Board shall consist of ~~7~~(seven) (7) members elected by the qualified voters of the District. Members shall be elected by trustee area as defined in Board Policy ~~1062100~~.

Any person who meets the criteria contained in law is eligible to be elected or appointed a member of the Board.

An employee of the ~~district~~District may not be sworn into office as an elected or appointed member of the governing board unless ~~he or she~~they resigns as an employee. (See AR ~~1542710~~)

No member of the governing board shall, during the term for which ~~he or she is~~they are elected, hold an incompatible office.

No member of the ~~Governing governing Board board~~ shall, during the term for which ~~he/she was~~they were elected, be eligible to serve on the governing board of a high school district whose boundaries are coterminous with those of the community college district.

### *References:*

*Education Code Sections 72023, 72103, ~~and~~ 72104*

*ACCJC Accreditation Standard IV.C.6*

*Government Code Sections 1090 ~~and~~ 87100*

Adopted:	08-24-82	Revised:	04-26-99	Revised:	04-29-13	Page 1 of 1
Revised:	03-07-88	Revised:	02-18-03	Revised:	05-21-18	
Revised:	06-13-88	Revised:	08-27-07			

# BOARD POLICY

1052305

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## ANNUAL ORGANIZATIONAL OF THE GOVERNING BOARD MEETING

### I. ORGANIZATION AL MEETING

The annual organizational meeting of the Board of Trustees ~~shall organize annually at a meeting will be~~ held within 15 days after the second Friday in December during the regular ~~December board~~ Board meeting.

### II. ELECTION OF OFFICERS

The purpose of the annual organizational meeting is to elect ~~board shall organize by electing from among its members~~ a president, a vice president, and a clerk, and conduct any other business as required by law or determined by the Board. The Chancellor shall be appointed secretary to the board. Election to a particular office shall be by a majority vote of the entire board.

- A. Officers shall serve for one year—and until their respective successors have completed the qualification process.
- B. An officer may be removed by majority vote of the entire ~~board~~ Board for refusing to perform the duties of the office imposed by law or by the policies of the ~~board~~ Board.

### III. TIME AND PLACE OF MEETINGS

At the organizational meeting, the ~~board~~ Board shall establish the time and place for its regular meetings.

#### *References:*

*California Education Code, Section 5017, 35143, 72000(c)(2)(A), 72000(c)(2)(C), and 72000(c)(4), ~~et seq~~*  
*Government Code, Sections 54954 ~~and 54961~~*

Adopted:	8-24-82	Revised:	8-27-07
Revised:	3-07-88	Revised:	4-29-13
Revised:	4-26-99	Reviewed:	5-21-18

# BOARD POLICY

1072410

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## BOARD POLICIES AND ADMINISTRATIVE REGULATIONS DEVELOPMENT

The Board of Trustees may adopt such policies as are authorized by law or determined by the Board to be necessary for the efficient operation of the District. Adopted Board Policies are adopted by the Board of Trustees, and state the philosophy of the Board and give direction for the operation of the District. Board Policies are intended to be statements of intent by the Board on specific issues within its subject matter jurisdiction. They are written to be consistent with provisions of law, but do not encompass all laws relating to District activities. All District employees are expected to know of and observe all provisions of law pertinent to their job responsibilities.

Administrative ~~R~~egulations are to be issued by the Chancellor as statements of method to be used in implementing Board Policy. Such administrative regulations shall be consistent with the intent of Board Policy. Administrative Regulations may be revised as deemed necessary by the Chancellor and are developed by the Chancellor in consultation with the various constituent groups, ~~and provide for the implementation of board policy.~~ The Board reserves the right to direct revisions of the Administrative Regulations should they, in the Board's judgment, be inconsistent with the Board's own policies.

Copies of all Board Policies and Administrative ~~R~~egulations shall be readily available to District employees and the public via the District website.

### I. BOARD POLICIES

The Board of Trustees will periodically review ~~B~~oard ~~P~~olicies. The Chancellor shall assist the Board of Trustees in the formation and revision of all ~~B~~oard ~~P~~olicies.

In addition, recommendations for new or revised ~~B~~oard ~~P~~olicies may originate at any time from members of the Board of Trustees, the Chancellor, members of the District or college administration, faculty, staff, students, or members of the public.

The Chancellor shall receive recommendations for policy and/or ~~A~~administrative ~~R~~egulation development or revision from the Academic and Classified Senates, Associated Student organizations as well as the various bargaining units, in addition to other segments of the administration. If the Chancellor concludes that a new or revised policy and/or ~~A~~administrative ~~R~~egulation is appropriate or necessary, then ~~he/she/the Chancellor~~ shall refer the matter to the appropriate groups, identified above, either for the development or revision of proposed policies and/or ~~administrative~~ regulations, or for the timely review and comment on draft policies and/or ~~administrative~~ regulations.

Adopted: 04-24-06  
Revised: 08-27-07  
Revised: 07-30-18



## II. TRUSTEE APPROVAL

- A. ~~If~~As established by the Board President, the Board of Trustees Board Policy Subcommittee ~~may shall~~ meet to review proposed ~~B~~board ~~P~~policies in chapters one, two, three, and six and will either:
1. Return the policy draft to the Chancellor with recommendations for further revision, or
  2. Direct the Chancellor to forward the policy draft to the Board of Trustees for review and study.
- B. New or revised ~~B~~board ~~P~~policies presented to the Board of Trustees by the Chancellor shall normally receive at least two readings; however, the Board may adopt new or revised policies at a first reading if the agenda indicates that action may occur at the first reading.
1. At the first reading, new or revised policies are normally submitted to the Board for “First Reading – Information Only”.
  2. The second reading is an action item for approval by majority vote.
  3. Subsequent readings may be conducted if policy approval is not accomplished at the second reading. A draft policy revised following either a first, second or subsequent reading need not be subject to further readings prior to action.

*References:**Education Code Section 70902**ACCJC Accreditation Standards I.B.7, I.C.5, IV.C.7, and IV.D.4*

# BOARD POLICY

1092740

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## BOARD EDUCATION

The Board of Trustees is committed to its ongoing development as a board as a whole and to a formalized trustee education program that includes new trustee orientation. The ~~b~~Board understands that ongoing training and professional development is key to being a strong effective board. To that end, the Board will engage in regular board training sessions, study sessions, provide access to reading materials, new board member orientations, and support conference attendance and other activities that foster trustee education.

### I. RESPONSIBILITY

It is the responsibility of each individual trustee to pursue professional development opportunities to maintain knowledge of evolving educational governance, policies, legislation, and best practices, ~~;~~ employee relations, ~~;~~ leadership, ~~;~~ and accreditation policies, Eligibility Requirements and standards ~~Standards and expectations~~.

### ~~II. GUIDELINES~~

- A. All ~~board~~ Board members are expected to attend regular required ~~board~~ Board training sessions to be held at the ~~d~~District, as deemed necessary. ~~The training sessions may twice per year, in the months of January and September/October, to~~ be facilitated by a professional ~~board~~ Board trainer/consultant, if desired, and will be coordinated by the ~~SOC~~CCD Chancellor.
- B. The Chancellor will provide for a new trustee orientation program for any newly appointed or elected ~~board~~ Board members, which will be completed no later than 45 days after they become a ~~board~~ Board member. This orientation will include both internal ~~d~~District and college information, as well as basic training for new ~~board~~ Board members as recommended by such organizations as the Community College League of California (CCLC), the Association of Governing Boards (AGB), and/or the Association of Community College Trustees (ACCT).~~;~~
- C. Newly elected ~~board~~ Board officers (including ~~board~~ the Board president) will receive training on the responsibilities and expectations of the board-Board president training within 45 days after they become the new board-Board president or officer. This training can be held at the ~~d~~District by a consultant and/or the Chancellor or the trustee can attend this training at another location.
- D. All ~~board~~ Board members will receive regular training and/or materials on topics to include but not be limited to 1) the roles and responsibilities of ~~board~~ Board members, ~~;~~ 2) development of the ~~e~~Chancellor/~~board~~ Board relationship, ~~;~~ 3) accreditation standards,

Adopted: 06-26-06  
Revised: 08-27-07  
Revised: 05-20-13

Revised: 08-26-13  
Revised: 12-12-16

Page 1 of 2

BOARD EDUCATION

Eligibility Requirements, and Standards; 4) understanding ~~board~~Board ~~policy~~Policy making; 5) effective parliamentary procedure, how to conduct a meeting, and Brown Act requirements; 6) ~~board~~Board fiduciary responsibilities; 7) closed session and legal matters confidentiality; 8) ~~board~~Board communication and protocols; 9) ~~board~~Board ethics; and 10) participatory governance.

- E. Individual trustees are encouraged to participate, along with the ~~e~~Chancellor, in at least one conference per year that provides professional development of trustee-related knowledge and skills with an emphasis on community college issues.
- F. On an annual basis, the Chancellor will circulate and recommend a list of national, state and regional conferences for trustees to select which they will attend, in order to take advantage of discounts on early registration and travel. It is encouraged that ~~board~~Board members and the ~~e~~Chancellor attend together.
- G. The District will budget for each trustee to participate in ~~up to~~ two out of district conferences each year, in addition to participation/presentations at regional meetings and workshops. The District will budget for the ~~board~~Board trainings and orientations as described in this ~~board~~Board ~~policy~~Policy.
- H. At the ~~b~~Board ~~m~~Meetings following conferences, workshops and meetings, trustees are to share their written report from attendance of such conferences, meetings or workshops. The Board President may allow additional time for oral reports beyond the allotted two minutes, provided in the ~~board~~Board ~~report~~Report section of the agenda.
- I. Board members who are appointed to Board Committees are expected to participate in training related to that committee subject matter and regularly attend the scheduled meetings. They will provide reports back to the full ~~b~~Board periodically.
- J. There will be an annual ~~board~~Board retreat held ~~in the spring/summer~~ in which the ~~b~~Board will ~~do both~~conduct a self-evaluation, review and evaluate its annual goals, establish goals for the next year, and ~~have participate in~~ additional training sessions.

*References:*

*Accreditation Standard IV.C.9*

Adopted: 06-26-06      Revised: 08-26-13  
Revised: 08-27-07      Revised: 12-12-16  
Revised: 05-20-13

# BOARD POLICY

1262330

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## MEETING PROCEDURES, QUORUM, AND VOTING

### I. MEETING PROCEDURES

- A. A “meeting” means any congregation of a majority of the members of the Board at the same time and location, including teleconference location as permitted by Government Code section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.
- B. All governing Board meetings shall begin on time and shall be guided by an agenda prepared in accordance with the Board’s Policies and posted and distributed in accordance with the Ralph M. Brown Act, the California Education Code, and other applicable laws requiring that the Board’s meetings be held in public unless a specific exception authorizes the Board to meet in closed session.
- C. The Board President shall be primarily responsible for conducting the Board’s meetings in accordance with the Board’s Policies and Administrative Regulations so that the Board is able to efficiently consider matters on the agenda and carry out the will of the Board.
- D. The Board believes that late night meetings deter public participation, can affect the Board’s decision-making ability, and can be a burden to staff. Regular Board meetings should be adjourned by 9:00 p.m. unless extended to a specific time determined by a majority of the Board present at the meeting.

### II. PRESIDING OFFICER

- A. The Board President shall preside at all meetings of the Board. In the absence, request, disability or disqualification of the President, the Vice President or the Clerk, in that order, shall preside. The act of any duly designated presiding officer shall be legal and binding.

### III. PARLIAMENTARY AUTHORITY

- A. The rules contained in the current edition of Robert’s Rules of Order, Newly Revised, shall govern the Board’s deliberations in all cases to which they are applicable and in which they are not inconsistent with ~~board~~Board policiesPolicies, ~~administrative~~Administrative regulationsRegulations, or other applicable laws.
- B. The Board, by two-thirds majority vote, may suspend the application of Robert’s Rules of Order, or specific provisions of Robert’s Rules of Order at a particular meeting, or for a specific agenda item or topic. The suspension of Robert’s Rules of Order shall only be for the duration of the meeting, or any adjourned or continued meeting where the same agenda item or topic is under consideration. Any further suspension of Robert’s Rules of Order

shall require the adoption of an appropriate Board Policy modifying the application of Robert's Rules of Order.

1. For purposes of applying and interpreting Robert's Rules of Order, each meeting of the Board, other than an adjourned regular or special meeting, shall constitute a new session.
2. The Board may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment.
  - a. Less than a quorum may so adjourn from time to time.
  - b. If all members are absent from any regular or adjourned regular meeting, ~~the clerk or~~ Chancellor, as secretary to the Board may declare the meeting adjourned to a stated time and place and shall cause a written notice of the adjournment to be given in the same manner as provided in Section 54956 for special meetings, unless such notice is waived as provided for special meetings.
  - c. A copy of the order or notice of adjournment shall be conspicuously posted on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held within 24 hours after the time of adjournment.
  - d. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be at the hour specified for regular meetings in BP-~~120-2310~~ Regular Meetings of the Board.

#### IV. VOTING

- A. A quorum of the Board shall consist of four members.
- B. The Board shall act by majority vote of all ~~of the~~ membership of the Board, except with respect to non-substantive procedural matters specified in the Board's Policies.
- C. The Board believes that when no conflict of interest requires abstention, its members have a duty to vote on issues before them. Notwithstanding the foregoing, if Board members abstain from voting on a motion, the abstention will be counted with the affirmative vote on the motion.
- D. When a member abstains as the result of an actual or potential conflict of interest, ~~his/her~~their abstention shall not be counted for purposes of determining whether a majority ~~of the membership~~ of the Board has taken action. When an abstention is required by law, the member shall comply with that laws' rules with respect to disclosure of the conflict of interest. See Government Code sections 1090, 1091 and 1091.5 as well as the Political Reform Act, Government Code section 81000 et. seq., and specifically sections 87100 and following.
- E. No action shall be taken by secret ballot. The Board will publicly report any action taken in open session and the vote or abstention of each individual member present.
- F. The following actions require a two-thirds majority of all members of the Board:

1. Resolution of intention to sell or lease real property (except where a unanimous vote is required);
2. Resolution of intention to dedicate or convey an easement;
- ~~2.3.~~Resolution authorizing and directing the execution and delivery of a deed;
- ~~3.4.~~ Action to declare the District exempt from the approval requirements of a planning commission or other local land use body;
- ~~4.5.~~ Appropriation of funds from an undistributed reserve;
6. Resolution to condemn real property;
- ~~5.7.~~Resolution to pursue the authorization and issuance of bonds pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution; and
- ~~6.8.~~ Suspension of Robert's Rules of Order.

G. The following actions require a unanimous vote of all members of the Board:

1. Resolution authorizing a sales, ~~or~~ or lease, ~~or grant~~ of District real property to the state, any county, city, or to any other school or community college district;
2. Resolution authorizing lease of District property under a lease for the production of gas.

*References:*

*Education Code Sections 15266, 72000(d)(3), 81310 et seq., 81365, 81511, and 81432;*  
*Government Code Section 53094; and 54950 et seq.*  
*Code of Civil Procedure Section 1245.240*

# BOARD POLICY

1622720

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## COMMUNICATIONS AMONG BOARD MEMBERS

A majority of the ~~Members~~ members of the Board shall not, outside of a meeting, use a series of communicationse (e.g., personal intermediaries, e-mail, or other technological device) ~~among themselves of any kind, directly or through intermediaries, by the use of any form of communication (e.g., personal intermediaries, e-mail, or other technological device) in order to~~ hear, discuss, deliberate, or take action on ~~reach a collective concurrence regarding~~ any item that is within the subject matter jurisdiction on the Board. In addition, no other person shall make serial communications to Board Members.

This policy shall not be construed as preventing an employee or official of the District from engaging in separate conversations or communications with members of the Board outside of a meeting. The purpose of this communication may be to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the Board, if that person does not communicate to members of the Board the comments or positions of any other member or members of the Board.

### *References:*

*Government Code Section 54952.2*

Adopted: 08-27-07  
Revised: 09-27-10  
Reviewed: 05-21-18

Page 1 of 1

New Board Policy

# BOARD POLICY

1400 3425

SOUTH ORANGE COUNTY COMMUNITY RELATIONS GENERAL INSTITUTION  
COMMUNITY COLLEGE DISTRICT

## AMERICANS WITH DISABILITIES ACT AND THE FAIR EMPLOYMENT AND HOUSING ACT

- A. In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), it is the policy of the District that no qualified individual with a disability shall be subject to discrimination on the basis of disability in any of the District's services, programs, or activities.
- B. In accordance with *Board Policy and Administrative Regulation 4015-7348 (Accommodations for Employees/Applicants With Disabilities)*, the District will not discriminate on the basis of disability in its hiring or employment practices and complies with Title I of the ADA and the California Department of Fair Employment and Housing pursuant to the Fair Employment and Housing Act (FEHA).
- C. The District will generally provide, upon request, appropriate aids and services necessary to ensure effective communication with qualified individuals with disabilities so they can participate equally in employment, District programs, services, and activities. Such aids or services to provide effective communication may include, but are not limited to, qualified sign language interpreters, captioning, documents in braille or large print, and other ways of making information and communications accessible to people who have speech, hearing, or vision impairments. The District ensures that all electronic and information technology used or purchased by the District is accessible to and usable by qualified individuals with disabilities.
- D. The District will make all reasonable modifications to policies and programs to ensure that qualified individuals with disabilities have an equal opportunity for employment, and to enjoy District programs, services, and activities. However, in accordance with the ADA/FEHA, the District may decline to take any action that would fundamentally alter the nature of its programs or services, or to impose an undue financial or administrative burden on the District. In such cases, the District will, whenever possible, offer an alternative accommodation, which is equally effective but will not require a fundamental alteration of its programs or activities or impose an undue financial or administrative burden on the District.
- E. Any student with a disability participating in a field trip or field study course may request an accommodation consistent with the procedures described in *Board Policy and Administrative Regulation 6125-4300 (Field Trips, Excursions, and Field Study Courses)* and *Board Policy and Administrative Regulation 5506-5140 (Accommodations for Students With Disabilities)*.
- F. Any student with a disability participating in a study abroad program may request an accommodation consistent with the procedures described in *Board Policy and Administrative Regulation 6150-4351 (Study Abroad Programs)* and *Board Policy and Administrative Regulation 5506-5140 (Accommodations for Students With Disabilities)*.

Adopted:

Page 1 of 2



AMERICANS WITH DISABILITIES ACT  
AND THE FAIR EMPLOYMENT AND HOUSING ACT

- G. Any student wishing to request a modification in any other academic policy or requirement, or an accommodation to participate in any academic program or activity, may make a request as described in *Board Policy and Administrative Regulation 5506-5140 (Accommodations for Students With Disabilities)*.
- H. Individuals who require an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in any other District program, service, or activity should contact the ADA Compliance and Leave Manager as soon as possible but no later than 48 hours before the scheduled event or activity.
- I. Any qualified individual with a disability may use a service animal in all District facilities, programs and activities, consistent with the requirements of *Board Policy and Administrative Regulation 3440 (Service Animals)*.
- J. The District will not place a surcharge on a particular qualified individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.
- K. Any employee, student, or member of the public who believes that their rights under the ADA have been or may be violated, may seek resolution of such problems by contacting the District's Executive Director of Human Resources and/or may file a discrimination complaint pursuant to *Board Policy and Administrative Regulation 4500-3430 (Unlawful Harassment and Discrimination Prevention And Complaints)*.

References:

*The Americans with Disabilities Act of 1990 – 42 United States Code Sections 12101 et seq.;*  
*California Fair Employment and Housing Act*  
*Section 504 of the Rehabilitation Act*  
*28 Code of Federal Regulations part 35;*  
*29 C.F.R. part 1630;*  
*California Government Code section 12920 et seq.*

New Board Policy

# BOARD POLICY

2210

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## OFFICERS

- A. At the annual organizational meeting, the Board shall elect from among its members a President, Vice President, and Clerk of the Board. The terms of officers shall be for one year. The Chancellor shall serve as Secretary to the Board.
- B. The duties of the President of the Board are:
  - 1. Preside over all meetings of the Board;
  - 2. Call emergency and special meetings of the Board as required by law;
  - 3. Consult with the Chancellor on board meeting agendas;
  - 4. Communicate with individual Board members about their responsibilities;
  - 5. Participate in the orientation process for new Board members;
  - 6. Ensure Board compliance with policies on board education, self-evaluation and Chancellor evaluation; and
  - 7. Represent the Board at official events or ensure board representation.
- C. The duties of the Vice President of the Board are to fulfill the President duties in the absence and/or request of the President.
- D. The duties of the Clerk of the Board are:
  - 1. Fulfill the President and/or Vice President duties in the absence and/or request of the President;
  - 2. Read out actions taken during Closed Session for Board meetings; and
  - 3. Read out resolutions proposed for action during Board meetings.
- E. The duties of the Secretary to the Board are:
  - 1. Notify members of the Board of regular, special, emergency and adjourned meetings;
  - 2. Prepare and post Board meeting agendas;
  - 3. Have prepared for adoption minutes of Board meetings;
  - 4. Attend all Board meetings and closed sessions, unless excused, and in such cases to assign a designee;
  - 5. Conduct the official correspondence of the Board;
  - 6. Certify as legally required all Board actions;
  - 7. Sign, when authorized by law or by Board action, any documents that would otherwise require the signature of the Secretary or the Clerk of the Board.

### *References:*

*California Education Code, Section 72000*

Adopted:

Page 1 of 1

# BOARD POLICY

36103600

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

~~BUSINESS~~ GENERAL INSTITUTION

## AUXILIARY ORGANIZATIONS, INCLUDING FOUNDATIONS

The Board of Trustees may recognize and approve auxiliary organizations, identified in Title 5, California Code of Regulations, established for the purpose of providing to the District any and all supportive services, specialized programs, and functions for the general benefit of its colleges or the District.

The Chancellor shall establish administrative regulations necessary to fully comply with California law relating to auxiliary organizations, and to submit this policy and those regulations to the Chancellor for the California Community Colleges as required by law. At a minimum, the regulations shall address the subjects required by Title 5 and Education Code.

Recognition and establishment of auxiliary organizations shall include a public hearing on the recommendation to recognize or establish an auxiliary organization; Board of Trustees' approval of the auxiliary organization; and approval of a written agreement between the District and the auxiliary organization describing the services, programs or functions to be performed. All such written agreements shall comply fully with the requirements of Title 5, Section 59257(j).

Any auxiliary organization recognized by the Board of Trustees shall conduct its business in accordance with the administrative regulations adopted by the Chancellor pursuant to this policy. Notwithstanding, anything contained in the administrative regulations, any auxiliary organization recognized by the Board of Trustees shall comply with Education Code provisions regarding:

1. the composition of a board of directors and the way in which it conducts its meetings;
2. conducting an annual audit;
3. employing its work force; and,
4. expending and appropriating its funds, and keeping its records.

No funds or resources, other than funds or resources derived from gifts or bequests, shall be transferred by the District to any of its auxiliary organizations for the purpose of either avoiding laws or regulations that constrain community college district or providing the District with an unfair advantage with respect to the application of any state funding mechanism. Such state funding mechanisms include, but are not limited to, general apportionment funding, capital outlay funding, Extended Opportunity Programs and Services funding, and funding for programs and services for students with disabilities.

### *References:*

*California Education Code, Section 72670, et seq.;*  
*Title 5, California Code of Regulations, Sections 59250, et. seq.*

Adopted: 03-29-04  
Revised: 03-28-11  
Revised: 06-24-19

# BOARD POLICY

56174226

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS ACADEMIC AFFAIRS

## MULTIPLE ~~AND-OR~~ OVERLAPPING ENROLLMENTS

~~The district may not permit a student to enroll in two or more sections of the same credit course during the same term unless the length of the course is such that a student may enroll in two or more sections of the same course during the same term without being enrolled in more than one section at any given time. Students needing additional instruction in the subject matter while enrolled in a course may be referred for individualized tutoring pursuant to Title 5.~~

~~A district may not permit a student to enroll in two or more courses where the meeting times for the courses overlap.~~

The South Orange County Community College District does not allow multiple or overlapping enrollments; therefore, a student:

1. may not enroll in two or more sections of the same credit course during the same term unless the length of the course provides that the student is not enrolled in more than one section at any given time, and
2. may not enroll in two or more courses where the meeting times for the courses overlap.

### *References:*

*Education Code, Section 70901*

*Title 5, Section 51870, 58172, 58030, 58164, 55007*

# BOARD POLICY

~~61224240~~

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

~~INSTRUCTION~~ ACADEMIC AFFAIRS

## ACADEMIC RENEWAL

Previously recorded substandard academic work by a student that is not reflective of a student's demonstrated ability may be alleviated through Academic Renewal. Academic Renewal permits previously recorded, substandard course work to be disregarded in the computation of grade point averages, the permanent academic record shall be annotated in such a manner that all work remains legible, ensuring a true and complete academic history.

The Chancellor shall establish regulations and criteria for awarding Academic Renewal.

~~Previously recorded substandard academic performance may be disregarded if it is not reflective of a student's demonstrated ability. An administrative regulation will be established that provides for academic renewal procedures.~~

### *References:*

*Title 5, Section 55046*

Adopted: 10-26-09  
Revised: 06-17-13  
Revised: 04-25-16

**TO:** Board of Trustees

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

**RE:** SOCCCD: Recess to Public Hearing – SOCCCD Faculty Association (FA) Initial Proposal to District

**ACTION:** Public Hearing

---

### **BACKGROUND**

On September 21, 2020, the Board of Trustees received and accepted the initial proposal from the SOCCCD Faculty Association for review and study.

### **STATUS**

The Board will conduct a public hearing to provide an opportunity for the public to comment on the SOCCCD Faculty Association's initial proposal to the District, initially sunshined on September 21, 2020, shown in Exhibit A.

# **An Initial Proposal to Amend and Modify the SOCCCD *Academic Employee Master Agreement***

SOCCCD Faculty Association

**September 2020**

The *Academic Employees Master Agreement*, which specifies the duties, obligations, working conditions and compensation for all full-time and part-time faculty of the South Orange County Community College District, will expire at the end of June 2021. In preparation for negotiations to establish its replacement, pursuant to Section 3547 (a) of the California Educational Employment Relations Act, the South Orange County Community College District Faculty Association hereby notifies the Board of Trustees and the residents of the South Orange County Community College District that it proposes the following modifications to the existing *Agreement*:

## **Article VIII: Negotiation Procedures**

- Establish an earlier initiation date of negotiations for the purposes of reaching an agreement prior to the expiration date of the current contract

## **Article XIV: Assignment, Contract Year, Hours of Service, and Professional Duties**

- Modify assignment hours
- Extend compensated college service and professional development opportunities to part-time faculty

## **Article XV: Workload**

- Clarify language on small lecture assignments (contracted classes)
- Clarify language on team teaching assignments
- Clarify priority rehire eligibility (PRE) processes
- Add extra duty days for certain disciplines (e.g., forensics)
- Specify conditions for reassignment
- Increase department chair compensation
- Clarify list for department chair supplemental duties
- Adjust summer department chair stipend table

## **Article XVII: Evaluations**

- Revise student evaluation process and instrument

**Article XXI: Safety**

- Define faculty association role in developing safety protocols and procedures
- Establish safety protocols and procedures

**Article XXVII: Benefits**

- Clarify part-time health insurance process
- Increase full-time life insurance maximum
- Extend life insurance benefit to qualified part-time faculty

**Article XXIX: Leaves**

- Modify parental leave benefit

**Article XXX: Wages**

- Eliminate the part-time tutorial rate on the salary schedule and combine with the full-time classroom overload rate
- Improve faculty compensation rates
- Achieve part-time parity
- Adjust initial salary schedule placement credit
- Extend doctoral stipend to part-time faculty
- Eliminate the static steps on the full-time salary schedule



**TO:** Board of Trustees

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

**RE:** SOCCCD: Adoption of SOCCCD Faculty Association (FA) Initial Proposal to District

**ACTION:** Approval

---

### **BACKGROUND**

On September 21, 2020, the Board of Trustees received and accepted the initial proposal from the SOCCCD Faculty Association for review and study.

### **STATUS**

The Board conducted a public hearing on October 19, 2020, to provide an opportunity for the public to comment on the SOCCCD Faculty Association's initial proposal to the District for Articles VIII, XIV, XV, XVII, XXI, XXVII, XXIX, and XXX.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the SOCCCD District's initial proposal for Articles VIII, XIV, XV, XVII, XXI, XXVII, XXIX, and XXX, shown in Exhibit A.

# **An Initial Proposal to Amend and Modify the SOCCCD *Academic Employee Master Agreement***

SOCCCD Faculty Association

**September 2020**

The *Academic Employees Master Agreement*, which specifies the duties, obligations, working conditions and compensation for all full-time and part-time faculty of the South Orange County Community College District, will expire at the end of June 2021. In preparation for negotiations to establish its replacement, pursuant to Section 3547 (a) of the California Educational Employment Relations Act, the South Orange County Community College District Faculty Association hereby notifies the Board of Trustees and the residents of the South Orange County Community College District that it proposes the following modifications to the existing *Agreement*:

## **Article VIII: Negotiation Procedures**

- Establish an earlier initiation date of negotiations for the purposes of reaching an agreement prior to the expiration date of the current contract

## **Article XIV: Assignment, Contract Year, Hours of Service, and Professional Duties**

- Modify assignment hours
- Extend compensated college service and professional development opportunities to part-time faculty

## **Article XV: Workload**

- Clarify language on small lecture assignments (contracted classes)
- Clarify language on team teaching assignments
- Clarify priority rehire eligibility (PRE) processes
- Add extra duty days for certain disciplines (e.g., forensics)
- Specify conditions for reassignment
- Increase department chair compensation
- Clarify list for department chair supplemental duties
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- Revise student evaluation process and instrument

**Article XXI: Safety**

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- Establish safety protocols and procedures

**Article XXVII: Benefits**

- Clarify part-time health insurance process
- Increase full-time life insurance maximum
- Extend life insurance benefit to qualified part-time faculty

**Article XXIX: Leaves**

- Modify parental leave benefit

**Article XXX: Wages**

- Eliminate the part-time tutorial rate on the salary schedule and combine with the full-time classroom overload rate
- Improve faculty compensation rates
- Achieve part-time parity
- Adjust initial salary schedule placement credit
- Extend doctoral stipend to part-time faculty
- Eliminate the static steps on the full-time salary schedule

**TO:** Board of Trustees

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

**RE:** SOCCCD: Recess to Public Hearing – SOCCCD District Initial Proposal to Faculty Association (FA)

**ACTION:** Public Hearing

---

### **BACKGROUND**

On September 21, 2020, the Board of Trustees received and accepted the initial proposal from the SOCCCD District for review and study.

### **STATUS**

The Board will conduct a public hearing to provide an opportunity for the public to comment on the SOCCCD District's initial proposal to the Faculty Association, initially sunshined on September 21, 2020, shown in Exhibit A.

**INITIAL PROPOSAL FROM THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
TO THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION**

**SEPTEMBER 21, 2020**

The collective bargaining proposal submitted by the South Orange County Community College District are expressly pursuant to the Educational Employment Relations Act, and in particular Government Code Section 3547, and the parties' collective bargaining agreement, is intended to provide the public with notice of the topics anticipated to be the subject of collective negotiations for a successor agreement, intended to be effective from July 1, 2021, through June 30, 2024. It is the intent of the South Orange County Community College District to bargain in good faith over the proposals submitted by the respective parties.

All articles in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**GLOBAL**

The District intends to submit proposals that bring the appropriate dates of the agreement current, correcting grammatical and numbering errors, eliminating expired sections, and replacing outdated terms.

**ARTICLE 2  
EFFECT OF AGREEMENT**

The District intends to submit proposals to clearly define the scope of the Agreement, and to settle all matters not otherwise subject to an explicit reopener for the term of the Agreement.

**ARTICLE 4  
DEFINITIONS**

The District intends to submit proposals to add, supplement, and/or clarify common designations used throughout the Agreement.

**ARTICLE 11  
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

The District intends to submit proposals to clarify the roles and requirements of individual unit members, the Faculty Association, and the District with respect to dues authorizations. The District also intends to submit proposal that provide clarification of the professional responsibilities of faculty.

**ARTICLE 12  
BOARD POLICIES**

The District intends to submit proposals to supplement and clarify the scope of obligations to negotiate proposed changes to District Board Policies.

**ARTICLE 14**  
**ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE, AND PROFESSIONAL DUTIES**

The District intends to submit proposals to simplify and clarify the nature of the District's right of assignment. The District also anticipates submitting proposals to clarify the nature of faculty professional duties, including offering specific examples of duties that must be performed.

**ARTICLE 15**  
**WORKLOAD**

The District intends to submit proposals to supplement and clarify expectations relating to faculty assignments, part-time faculty rehire eligibility, instructional assignments occurring outside of the traditional Fall and Spring semesters, and faculty duty and extra-duty days. The District also intends to submit proposals relating to faculty ownership of intellectual property that are intended to align the Agreement with relevant Federal law.

**ARTICLE 17**  
**EVALUATIONS**

The District intends to submit proposals to ensure that evaluation procedures common to contract, tenured, and part-time faculty are consistently applied. The District also intends to submit proposals relating to the use and retention of student evaluation components.

**ARTICLE 18**  
**PERSONNEL FILES**

The District intends to submit proposals to align the obligations under the Agreement with the requirements imposed by the Education Code and relevant decisional law.

**ARTICLE 21**  
**SAFETY**

The District intends to submit proposals to clarify the expectations and roles of faculty in reporting and responding to conditions relating to workplace safety.

**ARTICLE 23**  
**DISCIPLINE PROCEDURES**

The District intends to submit proposals intended to clarify the application of the Education Code processes and protections as applied to faculty members.

**ARTICLE 25**  
**GRIEVANCE PROCEDURES**

The District intends to submit proposals intended to facilitate the informal resolution of faculty grievances at the earliest possible time. The District also intends to submit proposals to adjust grievance procedure time limitations, from the time permitted to initiate a formal grievance to the time required to adopt a binding arbitration award.

**ARTICLE 26**  
**BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT**

The District intends to submit proposals to clarify the terms of this Article and clearly align the negotiated terms to the requirements imposed by the Education Code.

**ARTICLE 28**  
**WORKLOAD BANKING**

The District intends to submit proposals to clarify and delineate parameters for participation in the program. The District also intends to modify the Agreement in recognition of the District's right to manage its fiscal obligations.

**ARTICLE 29**  
**LEAVES**

The District intends to submit proposals to modify and align various leaves with the Education Code, including paid parental leave, to ensure that the Agreement is clear and lawful.

**ARTICLE 30**  
**WAGES**

The District expects to negotiate terms related to Wages in a manner that allows the District to adopt a prudent, conservative fiscal approach while attracting and retaining qualified personnel.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Adoption of SOCCCD District Initial Proposal to Faculty Association (FA)

**ACTION:** Approval

---

### **BACKGROUND**

On September 21, 2020, the Board of Trustees received and accepted the initial proposal from the SOCCCD District for review and study.

### **STATUS**

The Board conducted a public hearing on October 19, 2020, to provide an opportunity for the public to comment on the SOCCCD District's initial proposal to the Faculty Association for Articles 2, 4, 11, 12, 14, 15, 17, 18, 21, 23, 25, 26, 28, 29, and 30.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the SOCCCD District's initial proposal for Articles 2, 4, 11, 12, 14, 15, 17, 18, 21, 23, 25, 26, 28, 29, and 30, shown in Exhibit A.



**INITIAL PROPOSAL FROM THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
TO THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE FACULTY ASSOCIATION**

**SEPTEMBER 21, 2020**

The collective bargaining proposal submitted by the South Orange County Community College District are expressly pursuant to the Educational Employment Relations Act, and in particular Government Code Section 3547, and the parties' collective bargaining agreement, is intended to provide the public with notice of the topics anticipated to be the subject of collective negotiations for a successor agreement, intended to be effective from July 1, 2021, through June 30, 2024. It is the intent of the South Orange County Community College District to bargain in good faith over the proposals submitted by the respective parties.

All articles in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**GLOBAL**

The District intends to submit proposals that bring the appropriate dates of the agreement current, correcting grammatical and numbering errors, eliminating expired sections, and replacing outdated terms.

**ARTICLE 2  
EFFECT OF AGREEMENT**

The District intends to submit proposals to clearly define the scope of the Agreement, and to settle all matters not otherwise subject to an explicit reopener for the term of the Agreement.

**ARTICLE 4  
DEFINITIONS**

The District intends to submit proposals to add, supplement, and/or clarify common designations used throughout the Agreement.

**ARTICLE 11  
PROFESSIONAL DUES AND PAYROLL DEDUCTIONS**

The District intends to submit proposals to clarify the roles and requirements of individual unit members, the Faculty Association, and the District with respect to dues authorizations. The District also intends to submit proposal that provide clarification of the professional responsibilities of faculty.

**ARTICLE 12  
BOARD POLICIES**

The District intends to submit proposals to supplement and clarify the scope of obligations to negotiate proposed changes to District Board Policies.

**ARTICLE 14**  
**ASSIGNMENT, CONTRACT YEAR, HOURS OF SERVICE, AND PROFESSIONAL DUTIES**

The District intends to submit proposals to simplify and clarify the nature of the District's right of assignment. The District also anticipates submitting proposals to clarify the nature of faculty professional duties, including offering specific examples of duties that must be performed.

**ARTICLE 15**  
**WORKLOAD**

The District intends to submit proposals to supplement and clarify expectations relating to faculty assignments, part-time faculty rehire eligibility, instructional assignments occurring outside of the traditional Fall and Spring semesters, and faculty duty and extra-duty days. The District also intends to submit proposals relating to faculty ownership of intellectual property that are intended to align the Agreement with relevant Federal law.

**ARTICLE 17**  
**EVALUATIONS**

The District intends to submit proposals to ensure that evaluation procedures common to contract, tenured, and part-time faculty are consistently applied. The District also intends to submit proposals relating to the use and retention of student evaluation components.

**ARTICLE 18**  
**PERSONNEL FILES**

The District intends to submit proposals to align the obligations under the Agreement with the requirements imposed by the Education Code and relevant decisional law.

**ARTICLE 21**  
**SAFETY**

The District intends to submit proposals to clarify the expectations and roles of faculty in reporting and responding to conditions relating to workplace safety.

**ARTICLE 23**  
**DISCIPLINE PROCEDURES**

The District intends to submit proposals intended to clarify the application of the Education Code processes and protections as applied to faculty members.

**ARTICLE 25**  
**GRIEVANCE PROCEDURES**

The District intends to submit proposals intended to facilitate the informal resolution of faculty grievances at the earliest possible time. The District also intends to submit proposals to adjust grievance procedure time limitations, from the time permitted to initiate a formal grievance to the time required to adopt a binding arbitration award.

**ARTICLE 26**  
**BONDED SABBATICAL AND PROFESSIONAL DEVELOPMENT**

The District intends to submit proposals to clarify the terms of this Article and clearly align the negotiated terms to the requirements imposed by the Education Code.

**ARTICLE 28**  
**WORKLOAD BANKING**

The District intends to submit proposals to clarify and delineate parameters for participation in the program. The District also intends to modify the Agreement in recognition of the District's right to manage its fiscal obligations.

**ARTICLE 29**  
**LEAVES**

The District intends to submit proposals to modify and align various leaves with the Education Code, including paid parental leave, to ensure that the Agreement is clear and lawful.

**ARTICLE 30**  
**WAGES**

The District expects to negotiate terms related to Wages in a manner that allows the District to adopt a prudent, conservative fiscal approach while attracting and retaining qualified personnel.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Academic Employees and Academic/Classified  
Administrator/Manager Personnel Actions/Ratifications – Regular  
Items

**ACTION:** Ratification

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### **BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

### **STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the academic employees and classified administrator/manager personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ACADEMIC EMPLOYEE AND ACADEMIC/CLASSIFIED ADMINISTRATOR/MANAGER  
PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4000)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Buxton, Kurt	Equivalency	Horticulture/SC	1	01/19/21
Davis, Kristine	MS/Nursing	Nursing/SC	2	08/17/20
Marantz, Larissa	Equivalency	Art/SC	1	01/19/21
Panto, Danielle	MA/English	English/SC	2	08/17/20
Syquia, Ramer	Equivalency	Nursing/SC	1	08/17/20

**B. ADDITIONAL COMPENSATION: GENERAL FUND**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Angeles, Gabrielle	Choreography/Live Stream Event 1	\$1,500.00	08/17/20-12/11/20
Cruz, Raul	Choreography/Live Stream Event 2	\$3,500.00	08/17/20-12/11/20
Jankovic, Teresa	Choreography/Live Stream Event 4	\$1,500.00	08/17/20-12/11/20
Jones, Monik	Choreography/Live Stream Event 3	\$2,000.00	08/17/20-12/11/20
Nemeth, Angelika	Middle Eastern Live Stream Event	\$500.00	09/18/20-09/18/20

**General Fund/IVC Month to Date: \$ 9,000.00**  
**IVC APPROVED FISCAL YEAR TO DATE: \$ 214,862.40**

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Porter, Jennifer	Photo Lab Coord.	\$3,202.10	08/10/20-12/16/20

**General Fund/SC Month to Date: \$ 3,202.10**  
**SC APPROVED FISCAL YEAR TO DATE: \$ 335,430.40**

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Andersen, Dylan	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Beck, Rebecca	WR 1+302 Instructors Mtg	\$91.46	08/14/20-08/14/20
Burklund, Michael	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Cayanan, Nathan	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Connors, Frances	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Connors, Frances	WR 2 Instructors Mtg	\$91.46	08/14/20-08/14/20
DeRoulet, Daniel	WR 1+302 Instructors Mtg	\$91.46	08/14/20-08/14/20
Galloway, Lisa Montagne	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Galloway, Lisa Montagne	WR 2 Instructors Mtg	\$91.46	08/14/20-08/14/20
Galvin, Kelicia	WR 1+302 Instructors Mtg	\$91.46	08/14/20-08/14/20
Goncalves, Mauricio	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Granillo, Christine	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Granillo, Christine	WR 1+302 Instructors Mtg	\$91.46	08/14/20-08/14/20
Granillo, Christine	WR 2 Instructors Mtg	\$91.46	08/14/20-08/14/20
Gray Mattoon, Michelle	WR 1+302 Instructors Mtg	\$91.46	08/14/20-08/14/20
Herold, Julie	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Huggett, Danelle	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Huggett, Danelle	WR 2 Instructors Mtg	\$91.46	08/14/20-08/14/20
Jacob, Brian	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Jerome, Amanda	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Joyce, Hillary	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Kaminsky, Rebecca	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Kaminsky, Rebecca	WR 1+302 Instructors Mtg	\$91.46	08/14/20-08/14/20
Kelly, Aaron	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Kibler-McNerney, Joanna	AESL 503 Course Coordinator	\$728.64	08/10/20-12/16/20
Liu, Emily	WR 2 Coordinator	\$1,821.60	08/10/20-12/16/20
McFarland, Garrett	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Meyer, Kurt	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Meyer, Kurt	WR 1+302 Instructors Mtg	\$91.46	08/14/20-08/14/20
Murphy, Tara	AESL 505 Course Coordinator	\$728.64	08/10/20-12/16/20
O'Connor, Vanessa	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Ozima, Megan	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Ozima, Megan	WR 2 Instructors Mtg	\$91.46	08/14/20-08/14/20
Ponzillo, Gizelle	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Roberts, Katie	WR 2 Instructors Mtg	\$91.46	08/14/20-08/14/20
Ryals, Kay	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Scherger, Deanna	WR 2 Instructors Mtg	\$91.46	08/14/20-08/14/20
Scherger, Deanna	WR 1+302 Instructors Mtg	\$91.46	08/14/20-08/14/20
Serpas, Summer	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20
Serpas, Summer	WR 1+302 Instructors Mtg	\$91.46	08/14/20-08/14/20
Steindler, Savyonne	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Stern, Heather	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Suh, Krystal	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Szeto, Gina	AESL 502 Course Coordinator	\$728.64	08/10/20-12/16/20
Vernazza, Daniel	WR 1 & WR 2 Mtg	\$91.46	08/28/20-08/28/20

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Wankier, Alisa	WR 1+302 Instructors Mtg	\$91.46	08/14/20-08/14/20
Warner, Brent	ESL Faculty Cohorts CAP Mtg	\$309.12	08/07/20-08/07/20
Witt, Jason	WR 2 Instructors Mtg	\$91.46	08/14/20-08/14/20
<b>Categorical/Non-General Fund/IVC Month to Date:</b>		<b>\$ 10,861.34</b>	
<b>IVC APPROVED FISCAL YEAR TO DATE:</b>		<b>\$ 148,694.84</b>	

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Evans-Wallin, Patricia	Deliver OEC Level1 F20	\$1,646.28	09/28/20-11/07/20
Ghanbarpour, Christina	ZTC Conversion, HIST 72	\$500.00	08/10/20-09/30/20
Ghanbarpour, Christina	ZTC Conversion, HIST 40	\$500.00	08/10/20-09/30/20
Goss, Debbie	ZTC Conversion, ESL 332	\$500.00	08/10/20-09/30/20
Hijaz, Anwar	ZTC Conversion, PS 1	\$500.00	08/10/20-09/30/20
Hoggatt, Michael	Update OASIS Student Handbook	\$441.60	07/01/20-07/09/20
Hoggatt, Michael	ZTC Conversion, SPS 115	\$500.00	08/10/20-12/03/20
Jennison, Elizabeth	AHE Practicum Lead, F20	\$457.30	08/31/20-11/20/20
Lotterman, Brad	ZTC Conversion, COMM 5	\$500.00	08/10/20-09/30/20
Major, Nicole	Deliver OEC Level2, F20	\$1,646.28	09/07/20-10/04/20
McMurtrey, Megan	Online Equity Facilitator, F20	\$1,920.66	09/01/20-10/25/20
McMurtrey, Megan	EOPS English Cohort Case Management	\$3,795.00	08/10/20-12/16/20
Pakula, Jennifer	Deliver OEC Level2, F20	\$1,646.28	09/07/20-10/04/20
Pakula, Jennifer	POCR Coord.	\$4,554.00	08/10/20-12/16/20
Saremi, Sohila	ZTC Conversion, PRSN 1	\$500.00	08/10/20-09/30/20
Seaman, James	ZTC Conversion, HIST 16	\$500.00	08/10/20-09/30/20
Steinriede, Lindsay	Chair, Kinesiology & Recreation - Additional Duties	\$2,656.50	08/10/20-12/16/20
Taylor, Nils	ZTC Conversion, CTVR 40	\$500.00	08/10/20-12/04/20
Taylor, Nils	ZTC Conversion, CTVR 42	\$500.00	08/10/20-12/04/20
Tomlinson, Christopher	ZTC Conversion, CTVR 31	\$500.00	08/10/20-09/30/20
Vogel, Erica	ZTC Conversion, ANTH 1	\$500.00	08/10/20-09/30/20
<b>Categorical/Non-General Fund/SC Month to Date:</b>		<b>\$ 24,763.90</b>	
<b>SC APPROVED FISCAL YEAR TO DATE:</b>		<b>\$ 154,464.41</b>	

**D. ADDITIONAL COMPENSATION: RESTRICTED FUNDS**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of Distance Education Pedagogy Course (4 hrs).

<b><u>Name</u></b>	<b><u>Activity</u></b>	<b><u>Not to Exceed</u></b>	<b><u>Effective Date</u></b>
		<b><u>Amount (\$)</u></b>	
Brown, Daniel	Distance Education Pedagogy Training 4 hrs	\$182.90	09/03/20-09/04/20
Coleman, Catherine	Distance Education Pedagogy Training 4 hrs	\$182.90	09/01/20-09/25/20
Conte, Therese	Distance Education Pedagogy Training 4 hrs	\$182.90	07/16/20-09/12/20
Cotman, Cheryl	Distance Education Pedagogy Training 4 hrs	\$182.90	08/06/20-09/04/20
Huggett, Danelle	Distance Education Pedagogy Training 4 hrs	\$182.90	07/16/20-09/04/20
Jacob, Brian	Distance Education Pedagogy Training 4 hrs	\$182.90	09/03/20-09/04/20
Johnson, Carmen	Distance Education Pedagogy Training 4 hrs	\$182.90	07/20/20-09/04/20
Komine, Justin	Distance Education Pedagogy Training 4 hrs	\$182.90	07/17/20-09/04/20
Lemari, Karla	Distance Education Pedagogy Training 4 hrs	\$182.90	07/16/20-09/25/20
Long, Lewis	Distance Education Pedagogy Training 4 hrs	\$182.90	09/03/20-09/12/20
Polentz, Chris	Distance Education Pedagogy Training 4 hrs	\$182.90	09/02/20-09/25/20
Salimi, Layla	Distance Education Pedagogy Training 4 hrs	\$182.90	09/01/20-09/04/20
Shomph, Crystal	Distance Education Pedagogy Training 4 hrs	\$182.90	07/16/20-09/04/20
Suh, Krystal	Distance Education Pedagogy Training 4 hrs	\$182.90	07/16/20-08/31/20
Szeto, Gina	Distance Education Pedagogy Training 4 hrs	\$182.90	08/06/20-09/04/20
Thompson, Chanthy	Distance Education Pedagogy Training 4 hrs	\$182.90	07/16/20-09/12/20
Trabattoni, Claudio	Distance Education Pedagogy Training 4 hrs	\$182.90	09/02/20-09/10/20
Vaught, Karen	Distance Education Pedagogy Training 4 hrs	\$182.90	09/02/20-09/04/20

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of Distance Education Pedagogy Training (20 hrs).

<b><u>Name</u></b>	<b><u>Activity</u></b>	<b><u>Not to Exceed</u></b>	<b><u>Effective Date</u></b>
		<b><u>Amount (\$)</u></b>	
Antoun, Rachel	Distance Education Pedagogy Training 20 hrs	\$883.20	03/11/20-03/20/20

**E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. EGASSE, JEANNE, ID #002461, Spanish Instructor #P0001529, School of Languages and Learning Resources, Irvine Valley College, retirement effective December 17, 2020. Start Date: August 18, 1980. Years of Service: 40 Years 3 months.
2. NEGRETE, VICTOR, ID #023241, Executive Director of Public Private Partnership Development, #P0010943, Administrative & Business Services, District Services, resignation effective December 2, 2020.



**TO:** Board of Trustees

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

**RE:** SOCCCD: 2021 - 2022 Tenure Track Hiring Authorization

**ACTION:** Approval

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### **BACKGROUND**

A priority in advancing the missions of Saddleback College and Irvine Valley College is to hire qualified full-time faculty at both colleges.

### **STATUS**

Annually, Saddleback College and Irvine Valley College, through collegial consultation processes, develop lists of recommended full-time faculty positions for recruitment. These positions include proposed, newly created faculty positions as well as faculty positions that already exist but are currently vacant. The college presidents have reviewed the full-time faculty hiring recommendations for the 2021 - 2022 academic year (Exhibits A and B). With Board approval, the positions listed will be authorized for recruitment through academic year 2021 - 2022.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the college faculty hiring lists as shown in Exhibits A and B for the 2021 - 2022 academic year. Recruitment and selection of new faculty is contingent on funding and will proceed as recommended by the presidents and approved by the chancellor.

**Saddleback College**  
Tenure Track Hiring Authorization  
2021-2022 Academic Year

<b>Division/School</b>	<b>Academic Discipline</b>	<b>Vacant/New Position</b>
Advanced Technology & Applied Sciences	Automotive Technology	Vacant
Liberal Arts	English	Vacant
Mathematics, Science & Engineering	Mathematics	Vacant
Fine Arts & Media Technology	Music Theory and Composition	Vacant
Social & Behavioral Science	Economics	Vacant
Health Sciences & Human Services	Nursing	Vacant
Econ. & Workforce Dev. & Business Science	Computer Information Management	Vacant
Emeritus Institue	Emeritus Institute Health & Wellness	Vacant

New = New position to be approved by the Board of Trustees

Vacant = Previously approved position

*Authorized for recruitment through academic year 2022-23*

**Irvine Valley College**  
Tenure Track Hiring Authorization  
2021 – 2022 Academic Year

<b>Division/School</b>	<b>Academic Discipline</b>	<b>Vacant/New Position</b>
Languages and Learning Resources	English as Second Language	New
Math and Computer Science	Computer Science	Vacant
Physical Sciences and Technologies	Chemistry	Vacant
Languages and Learning Resources	English as Second Language	New
Business Science	Accounting and Finance	Vacant
Social and Behavioral Sciences	Human Development	Vacant
Guidance and Counseling	Guidance and Counseling	New
The Arts, Library, and Online Education	Art	New
Humanities	Ethnic Studies/U.S. History	Vacant
Languages and Learning Resources	English as Second Language	New
Math and Computer Science	Computer Science	New
Business Science	Accounting and Finance	New
Life Sciences and Technologies	Biology/Health Science	New
The Arts, Library, and Online Education	Digital Media Art	New
The Arts, Library, and Online Education	Music	Vacant
Languages and Learning Resources	English as Second Language	New
Math and Computer Science	Mathematics	Vacant
Kinesiology, Health and Athletics	Kinesiology	Vacant

New = New position to be approved by the Board of Trustees

Vacant = Previously approved position

*Positions authorized for recruitment through academic year 2021 - 2022.*

**TO:** Board of Trustees

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

**RE:** SOCCCD: Classified Personnel Actions – Regular Items

**ACTION:** Ratification

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**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS**

**A. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)**

1. SADDLEBACK COLLEGE placed the following permanent classified employees from temporary, and/or out of class assignments, back to their permanent assignments.

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Hill, Elena	P0009567, Accounting Specialist	P0018390, Program Senior Accounting Specialist, Categorical	131/4	40	09/21/2020
Paguirigan, Dolores	P0006518, Program Senior Accounting Specialist, Categorical	P0018391, Accounting Analyst	138/5	40	09/21/2020

**B. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Cubillos Bezanilla, Sandra	P0016818, Administrative Assistant	09/11/2020	N/A
Devine, Marina	P0014870, Payroll Assistant	09/18/2020	N/A
Feliciano, Luis	P0006668, Lead Electrician	11/30/2020	N/A
Murillo, Lisseth	P0012510, Administrative Assistant	10/05/2020	N/A

**TO:** Board of Trustees

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

**RE:** SOCCCD: Non-Bargaining Unit Personnel Actions – Regular Items

**ACTION:** Ratification

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**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the non-bargaining unit personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**NON-BARGAINING UNIT PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Christensen, Lance	Police Officer/SC	31.20	09/10/20-06/30/21

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2020/2021** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Fertal, Thomas	Project Specialist/SC	20.00	09/10/20-06/30/21
Juan, Allan	Project Specialist/IVC	25.00	09/16/20-06/30/21
Mahon, Nicholas	Project Specialist/IVC	25.00	09/16/20-06/30/21
Mitchell, Michael	Project Specialist/SC	20.00	09/10/20-06/30/21
Trippe, William	Campus Sec. Off. - ST/SC	18.00	07/01/20-06/30/21

3. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2020/2021** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Ahmed, Aisha	Tutor/IVC	14.00	09/15/20-06/30/21
Bogdan, Amber	Tutor/SC	13.50	09/15/20-06/30/21
Consul, Lauren	Medical Professional/IVC	90.00	09/04/20-06/30/21
Cooper, Stacy	Interpreter IV/SC	30.00	07/01/20-06/30/21
Jamasebnejad, Niloofar	Tutor/IVC	14.00	09/21/20-06/30/21
Kim, Unee	TPP Mentor/SC	25.00	09/16/20-06/30/21
Le, Renee	Tutor/SC	13.50	09/15/20-06/30/21
Makwana, Jaineel	Tutor/IVC	14.00	09/01/20-06/30/21
Nguyen, Hoang	Tutor/IVC	14.00	09/21/20-06/30/21
Parsa, Ghazal	Tutor/SC	13.50	08/15/20-06/30/21
Schwab, Harrison	Clinical Skills Specialist/SC	15.00	09/01/20-06/30/21
Spencer-Lonetti, Anna	Medical Professional/IVC	60.00	09/04/20-06/30/21

**B. VOLUNTEERS**

1. The following individuals are to be approved as **Volunteers** for the **2020/2021** academic year.

Student Success Center, Irvine Valley College  
Ventura, Jarrod



**TO:** Board of Trustees

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

**RE:** SOCCCD: SOCCCD California School Employees Association (CSEA)  
– Memorandum of Understanding for Article 8.16 – Position  
Reclassification

**ACTION:** Approval

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### **BACKGROUND**

The District and SOCCCD CSEA negotiators have reached a memorandum of understanding for Article 8 – Position Reclassification, extending the position reclassification process through the 2020 – 2021 academic year.

### **STATUS**

This agreement is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the California School Employees Association Memorandum of Understanding between the District and CSEA, shown in Exhibit A.

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (DISTRICT)  
AND  
THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION and its  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, Chapter 586  
(CSEA)**

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**ARTICLE 8 – PAY AND ALLOWANCES**

**September 22, 2020**

The California School Employees Association and its South Orange County Community College District Chapter No. 586 (CSEA) and the South Orange County Community College District (District) enter into this Memorandum of Understanding (MOU) regarding the Position Reclassification ~~2-Year Pilot Program~~. Both Parties agree to extend the Reclassification process for the 2020-2021 academic year.

**Article 8.16 – Position Reclassification ~~2-Year Pilot Program~~**

**8.16 Position Reclassification ~~2-Year Pilot Program (both parties will re-open in negotiations during the 2020-2021 academic year to evaluate the pilot program)~~:** The unit member shall submit any proposed reclassification requests during the application submission period of October 1<sup>st</sup> through November 15<sup>th</sup> to the Executive Director of Human Resources (or designee) Only permanent unit members who have been in the position for at least 24 months may submit an application. Unit members may submit an application for a position reclassification only once every two (2) years. The Reclassification Committee shall be a joint CSEA and District committee composed of the Executive Director of Human Resources (or designee), Director of Recruitment and Employment Services (or designee), the Chapter 586 represented by the Chapter President (or designee), Chief Union Steward (or designee). The CSEA Labor Representative may also attend but is a non-voting member. Any agreements reached by this committee shall be recommended to the Chancellor for final action.

**8.16.1** The Reclassification Committee shall meet as needed to review reclassification requests. The meeting(s) will be held at times and dates agreeable to CSEA and District representatives.

**8.16.2** Criteria: Where, as a result of the gradual increase of the duties being performed by a unit member, and where the duties may be extended on a continuing basis, and where the District elects not to remove the higher level duties, and where the new higher level duties constitute more than 30% of the current position (as determined by the Reclassification Committee); the incumbent unit member shall be entitled to have the position reviewed. The District reserves the right to remove the higher level duties at any time. It is the intent of this section to provide for the upgrading of positions to higher classifications where there has been new higher level duties added, required by the District, in the position being performed by incumbent unit members, where such changes are not temporary in

nature, and where changes require a skill level or a responsibility level higher than that which is required of the existing position job description. Reclassification is not appropriate based upon an increased volume of work, or based only upon an incumbent unit member's special or unusual skills or qualifications unless the unit member is required to use such skills or qualifications in the position.

**8.16.3** Process. All applications must be timely. Incomplete applications will not be considered. A complete application shall include:

- A completed and signed application submitted on the District designated form
- A current job description that clearly articulates the higher-level duties that have been added

**8.16.4** Requests for Reclassifications. "Request for Reclassification" forms may be obtained electronically on the District's ERP System. All reclassification requests must be electronically delivered to Human Resources using the ERP System.

Requests for reclassification shall be initiated by the incumbent unit member. All requests submitted to Human Resources will also be provided to the appropriate supervisor. Human Resources will be responsible for collecting information regarding each request. The Reclassification Committee shall review the requests and documentation to determine their merits, and may interview unit members, management supervisors, and/or division heads affected by the outcome of the request for reclassification.

**8.16.5** Changes in Job Content. Should the District change the job content (requirements of the job as to knowledge and skills, mental effort, responsibility and working conditions) of an existing job, the following procedure shall be utilized:

**8.16.5.1** The proposed description will be developed and submitted to the Reclassification Committee to determine if the job description and range accurately reflect the scope of the job as currently performed and/or as proposed.

**8.16.5.2** If the Reclassification Committee agrees with the new job description and the assigned salary range, the job description shall then be forwarded to the affected unit member unless there is no affected unit member.

**8.16.5.3** If the Reclassification Committee is unable to agree upon an appropriate salary classification of the proposed changed description, the parties ~~have the option to~~ shall submit the matter to the Vice Chancellor of Human Resources for a final decision.

**8.16.5.4** Any adjustment in the salary rate will be effective as determined by the Vice Chancellor of Human Resources.

**8.16.6** Salary Placement of Reclassified Unit Member(s). When a unit member(s) is reclassified to a higher range, the unit member(s) shall be placed at a minimum on the step of the new range which will result in a percentage salary increase of at least five percent (5%) unless resulting in only a one range increase the unit member shall receive an adjustment of at least two and one-half percent (2 ½%) in accordance with Section 8. 7.1 and 8. 7.1.1.

**8.16.7** Decisions. The decisions of the Reclassification Committee to recommend or not recommend requests shall be reached by majority. The CSEA Chapter President or designee and a District representative shall sign indicating agreement. If an agreement is not reached, then the request does not move forward and the District shall assess duties that are reasonably related to the current job description and remove duties that are not consistent with the unit member's current job description. If the Reclassification Committee is unable to reach consensus on a recommendation, the parties shall submit the matter to the Vice Chancellor of Human Resources for a final decision.

**8.16.8** Incumbent Rights. When an entire class of positions is reclassified, the incumbent unit members in the positions shall be entitled to serve in the new positions.

**8.16.9** Appeal Procedure. The unit member may appeal the decision of the Reclassification Committee within ten (10) work days from the date of notice to the unit member of the Reclassification Committee's decision. If an appeal is made, the Reclassification Committee shall meet with the appellant to receive any new information/materials not previously submitted to the Reclassification Committee, and then render a final decision within five (5) working days. The decision of the Reclassification Committee in this situation shall be final and shall not be subject to the grievance procedure.

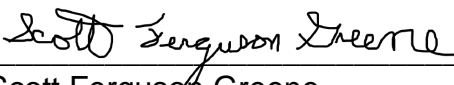
This Memorandum will expire June 30, 2021, or when the parties ratify a successor Collective Bargaining Agreement, whichever condition occurs first.

**South Orange County Community  
College District**

  
\_\_\_\_\_  
Dr. Cindy Wyskocil  
Vice Chancellor, Human Resources

9/23/20  
\_\_\_\_\_  
Date

**California School Employees  
Association and its Chapter 586**

  
\_\_\_\_\_  
Scott Ferguson Greene  
President, CSEA Chapter 586

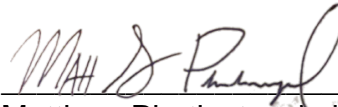
9/22/20  
\_\_\_\_\_  
Date



Kim Widdes  
Executive Director, Human Resources

9/23/20

Date



Matthew Phutisatayakul  
Labor Relations Representative (CSEA)

09/22/20

Date

**TO:** Board of Trustees

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

**RE:** SOCCCD: Sabbatical Leave Rescindment

**ACTION:** Approval

---

### **BACKGROUND**

Annually, the SOCCCD Board of Trustees reviews the recommendations of the Sabbatical Committee for faculty sabbatical projects for the upcoming academic year. Sabbatical projects are reviewed and approved in accordance with Article XXVI, Section h, of the Academic Employee Master Agreement.

On January 21, 2020, the Board of Trustees approved the sabbatical projects of 25 faculty members during the 2020 - 2021 academic year, including Georgios Kouritas, Music, Saddleback College.

### **STATUS**

For professional reasons, Professor Kouritas requests that approval of his leave for Spring 2021 be rescinded.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees rescind approval of sabbatical leave for Georgios Kouritas for Spring 2021.

**ABSTRACT**

<b>NAME: Georgios (Yorgos) Kouritas</b>					
<b>DEPARTMENT/DIVISION/SCHOOL</b>			Music/Fine Arts Division		
<b>COLLEGE</b>			Saddleback College		
	<b>Fall 2020</b>	X	<b>Spring 2021-one semester request</b>		<b>Academic Year 2020 - 2021</b>
<b>TITLE OF SABBATICAL PROJECT</b>			Ludwig van Beethoven's known and unknown works composed for violin		

**GOALS and OBJECTIVES:**

- Present a Lecture Recital in which I will be discussing and performing some of Beethoven's known and unknown works composed for violin.
- Make a recording (DVD and/or CD) of the pieces I will be performing in the Lecture Recital.
- Professional growth and development as a teacher and as a performer.
- Community Outreach
- Share the knowledge that will be acquired during my sabbatical absence with the Saddleback College students.

**ACTIVITIES:**

Become familiar with Beethoven's violin works, arrange for rehearsals with my pianist, make arrangements for a recording to be made, practice the chosen pieces for the Lecture Recital, prepare PowerPoint slides for the Lecture, rehearse with my pianist, prepare programs and handouts, make the recording, edit the recording, do the Lecture-Recital.

**PRODUCTS:**

- CD and/or DVD of the pieces I will be performing in the Lecture Recital
- Programs and handouts for the Lecture Recital
- Lecture Recital

**TO:** Board of Trustees

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

**RE:** SOCCCD: General Leave Request Approve Retroactive Leave of a Classified Manager

**ACTION:** Approval

---

On February 20, 2020, the Board of Trustees approved the employment of Nicholas Wilkening as the Director of Technology Services, a classified administrator. Under California Military & Veterans Code Section 395, public employees employed for a period of not less than one year immediately prior to the date on which they are called into active service are statutorily entitled to receive salary and compensation for the first thirty (30) calendar days of a temporary military leave of absence.

Mr. Wilkening received orders recalling him to active military service for the period of June 1, 2020 through June 10, 2020, in support of Southern California civil authorities responding to widespread civil unrest, vandalism, and looting. Because Mr. Wilkening had not been employed by the District for at least one year as of the date upon which he was called to serve, he is not entitled by statute to a paid leave of absence. However, the District placed Mr. Wilkening on a paid military leave for the seven (7) working day absence that occurred during this period.

Education Code Section 88198 provides the Board of Trustees with the discretion and power to grant leaves of absence to classified employees for other purposes or for other periods of time than are provided by statute, and to grant such leaves as paid or unpaid absences. Because the Military & Veteran Code excludes Mr. Wilkening from any entitlement to a paid leave of absence, the Board of Trustees may consider whether to approve and grant the same or similar entitlement.

### **STATUS**

Human Resources requests the Board of Trustees retroactively approve and grant paid military leave for Nicholas Wilkening while he was in active military service for the ten (10) calendar day period from June 1, 2020 through June 10, 2020.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees retroactively approve a period of paid leave for Director of Technology Services, Nicholas Wilkening.



**TO:** Board of Trustees

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

**RE:** SOCCCD: General Leave Request Discretionary Leave of a Classified Manager

**ACTION:** Approval

---

On February 20, 2020, the Board of Trustees approved the employment of Nicholas Wilkening as the Director of Technology Services, a classified administrator. Under California Military & Veterans Code Section 395, public employees employed for a period of not less than one year immediately prior to the date on which they are called into active service are statutorily entitled to receive salary and compensation for the first thirty (30) calendar days of a temporary military leave of absence.

Mr. Wilkening received orders recalling him to active military service for the period of September 21, 2020 through October 23, 2020. Because Mr. Wilkening has not been employed by the District for at least one year as of the date upon which he was called to serve, he is not entitled by statute to a paid leave of absence.

Education Code Section 88198 provides the Board of Trustees with the discretion and power to grant leaves of absence to classified employees for other purposes or for other periods of time than are provided by statute, and to grant such leaves as paid or unpaid absences. Because the Military & Veteran Code excludes Mr. Wilkening from any entitlement to a paid leave of absence, the Board of Trustees may consider whether to approve and grant the same or similar entitlement.

### **STATUS**

Human Resources requests the Board of Trustees consider this leave request, and that the Board of Trustees determine that a leave of absence be approved with pay and benefits intact, for Nicholas Wilkening while he is in active military service for the thirty (30) calendar day period commencing on September 21, 2020.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve a period of paid leave for Director of Technology Services, Nicholas Wilkening.

**TO:** Board of Trustees

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

**RE:** SOCCCD: SOCCCD, Saddleback College, Irvine Valley College and  
ATEP: Vision and Mission Statements

**ACTION:** Information

---

## **BACKGROUND**

The accreditation standards recommend periodic review of all mission statements. As recommended, SOCCCD, Saddleback College, Irvine Valley College (IVC), and Advanced Technology and Education Park (ATEP) annually review their vision and mission statements and report revisions to the Board of Trustees each academic year.

## **STATUS**

The SOCCCD vision and mission statements are reviewed each year by the District-wide Planning Council (DWPC). On May 27, 2020, the DWPC met and reviewed the current SOCCCD vision and mission statements. No changes were recommended. Chancellor Burke accepted the Council's recommendation. The current vision and mission statements are presented in Exhibit A.

The Saddleback College vision and mission statements went through a data driven review by the Academic Senate and the college's strategic planning committees. As a result, a revised vision and mission statement received final approval by Consultation Council on June 16, 2020. President Stern accepted Council's recommendation. The previous and new vision and mission statements are presented in Exhibit B.

The Irvine Valley College vision and mission statements went through a review by the Academic Senate and the college's strategic planning committees. As a result, the vision statement and revised mission statement received final approval by the Strategic Planning and Accreditation Council on September 23, 2020. President Hernandez accepted the Council's recommendation. The current vision and new mission statements are presented in Exhibit C.

There are currently no changes to the ATEP vision and mission statements. The current vision and mission statements are presented in Exhibit D.

Item Submitted By: *Dr. Elliot Stern and Dr. John Hernandez, Presidents;  
and Dr. Robert Bramucci, Vice Chancellor, Technology and Learning Services*

## **South Orange County Community College District**

### Previous Vision and Mission

#### **VISION**

To be an educational leader in a changing world.

#### **MISSION**

We provide a dynamic and innovative learning environment for diverse learners of all ages, backgrounds, and abilities. The District promotes access, success, and equity to meet each student's goals of skills development, certificate, associate degree, transfer or personal enrichment. The SOCCCD contributes to the economic vitality of the region.

---

## **South Orange County Community College District**

### New Vision and Mission

#### **VISION**

(No change)

#### **MISSION**

(No change)

## **Saddleback College**

### **Previous Vision, Mission, and Values**

#### **VISION**

Saddleback College will be the first choice of students who seek a dynamic, innovative, and student-centered postsecondary education.

#### **MISSION**

Saddleback College enriches its students and the south Orange County community by providing a comprehensive array of high-quality courses and programs that foster student learning and success in the attainment of academic degrees and career technical certificates, transfer to four-year institutions, improvement of basic skills, and lifelong learning.

#### **Values**

Commitment	We commit to fulfilling our mission to serve the south Orange County community.
Excellence	We dedicate ourselves to excellence in academics, student support, and community service.
Collegiality	We foster a climate of integrity, honesty, and respect.
Success	We place our highest priority on student learning and delivering comprehensive support for student success.
Partnership	We strive to develop strong and lasting partnerships among students, faculty, staff, and the community.
Innovation	We anticipate and welcome change by encouraging innovation and creativity.
Academic Freedom	We endorse academic freedom and the open exchange of ideas.
Sustainability	We promote environmental sustainability and use our resources responsibly to reduce our ecological impact.
Inclusiveness	We cultivate equity and diversity by embracing all cultures, ideas, and perspectives.
Global Awareness	We recognize the importance of global awareness and prepare our students to live and work in an increasingly interconnected world.

## **Saddleback College**

### **New Vision, Mission, and Values**

#### **VISION**

Inspired by a passion for teaching and learning and a belief in human potential, Saddleback College transforms the lives of its students by offering high-quality, career-building, and life-enriching education.

#### **MISSION**

Saddleback College empowers its diverse student body to achieve personal, academic, and economic advancement through equitable and innovative educational experiences.

#### **Values**

Empowerment	We empower students through challenging, collaborative, and engaging educational experiences.
Excellence	We dedicate ourselves to excellence in academics, student support, and service to the community.
Inclusivity	We create a welcoming environment in which all members of our college community have equitable opportunities and feel capable, nurtured, and respected.
Integrity	We promote honesty, transparency, and accountability.
Openness	We cultivate a learning environment open to diverse perspectives and the free exchange of ideas.
Partnership	We strive to develop strong and lasting partnerships across the college and with the surrounding community.
Success	We place our highest priority on helping students achieve their academic and career goals.
Sustainability	We promote environmental sustainability and use our resources responsibly.

## **Irvine Valley College**

### Previous Vision and Mission

#### **VISION**

Irvine Valley College is a premier educational institution that provides students avenues for success through exceptional services and dynamic partnerships.

#### **MISSION**

Irvine Valley College offers clear and guided pathways to transfer opportunities, certificates, associate degrees, employment, and further education to a diverse and dynamic local and global community. We support student access, success, and equity. IVC fosters economic and workforce development through strategic partnerships with business, government, and educational networks.

---

## **Irvine Valley College**

### New Vision and Mission

#### **VISION**

(No change)

#### **MISSION**

Student equity, inclusion, access, and success are central to Irvine Valley College's identity. We offer clear and guided pathways to transfer opportunities, certificates, associate degrees, employment, and further education to a diverse and dynamic local and global community. IVC fosters economic and workforce development through strategic partnerships with business, government, and educational networks.

## **Advanced Technology & Education Park (ATEP)**

### Previous Vision and Mission

#### **VISION**

As the premier center of career-technical education in Orange County, ATEP will prepare students in current and emerging technological careers for a globally competitive economy.

#### **MISSION**

To offer applied education and training programs in current and emerging technological careers driven by innovative business, industry and education partnerships.

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## **Advanced Technology & Education Park (ATEP)**

### New Vision and Mission

#### **VISION**

(No change)

#### **MISSION**

(No change)

**TO:** Board of Trustees

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

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

**ACTION:** None

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**BACKGROUND**

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

**STATUS**

A public comment response from staff was not requested during last month's board meeting.



**TO:** Board of Trustees  
**FROM:** Kathleen F. Burke, Chancellor  
**RE:** 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. Project photos or renderings will be provided quarterly. 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

October 19, 2020

### CAPITAL IMPROVEMENT PLANNING

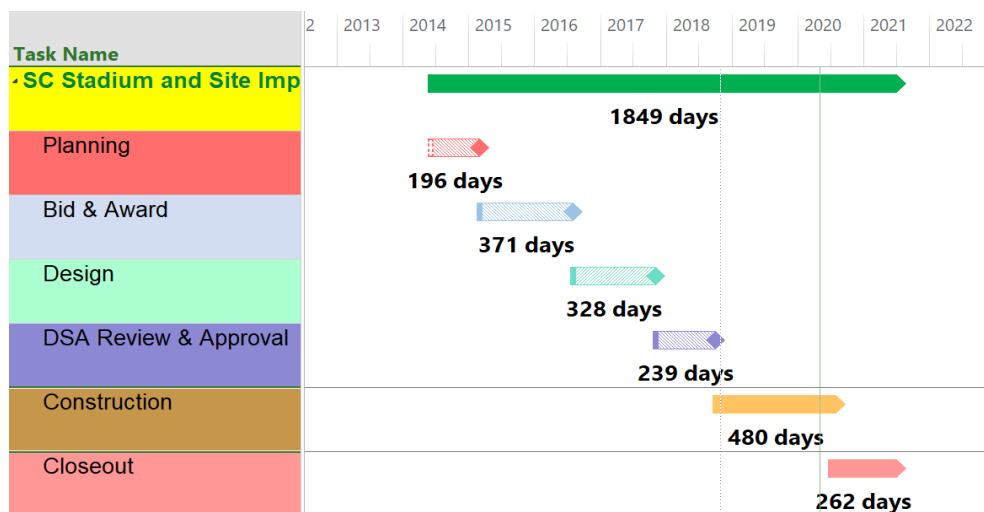
The decision to design and construct capital improvement projects begins with the Education Master and Strategic Planning (EMSP) process and continues with the Facilities Master Plans (FMP). The last EMSP cycle was completed June 2020 and the FMP cycle was completed July 2020. The 2020 EMSP and FMP reports are available at the District [website](#). 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. *Project photos or renderings will be provided quarterly.*

### 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 originally included the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property; however, it has since been de-scoped and will be handled as a separate project. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sep 2016	Complete Construction	Aug 2020
Complete Working Drawings	Nov 2017	Advertise for FF&E	Nov 2019
DSA Final Approval	Nov 2018	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 3/24/2008, 6/23/2014, 6/22/2015, and 4/27/2020. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M), Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015, the Board approved additional funds of \$7,945,000 and \$17,050,000. On April 27, 2020, the Board approved \$5,608,798. The Board approved Saddleback College's use of their RDA funds and a portion of the district-wide apartment income of \$22,705,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$14,530,000	\$53,308,798	\$67,838,798
District Funding Commitment	\$14,530,000	\$53,308,798	\$67,838,798
Anticipated State Match:	N/A	N/A	N/A
Basic Aid Allocation:	\$14,530,000	\$30,603,798	\$45,133,798
College Contribution:	\$ 0	\$22,705,000	\$22,705,000

Status: *Closeout Phase.*

In Progress: *DSA Certification, installation of equipment and FF&E.*

Recently Completed: *Project Notice of Completion and successful mediation with the contractor.*

Focus: *DSA Certification.*



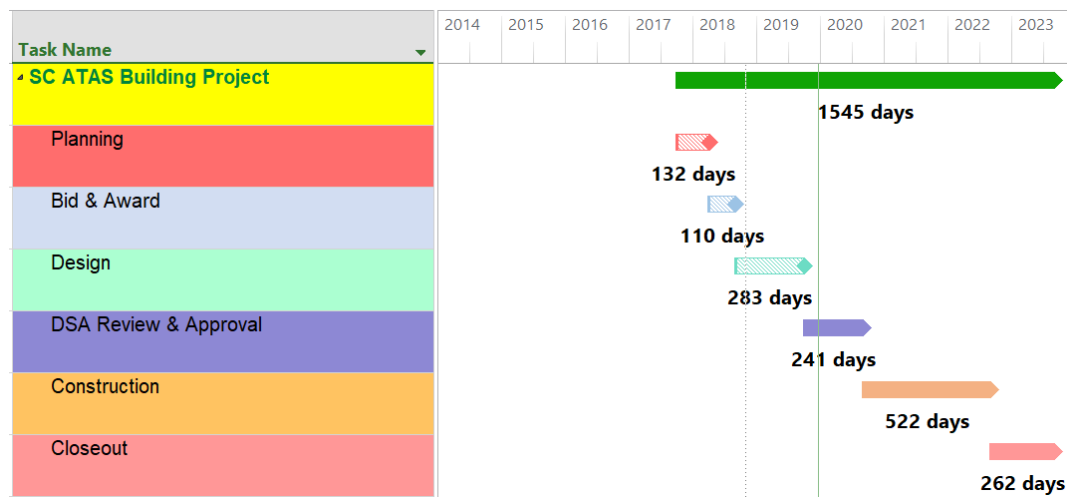
*Stadium and Site Improvement Project – Aerial View of Stadium and Practice Fields*

## 2. ATAS BUILDING PROJECT

Project Description: The Project includes a new 50,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts (including two striped for pickle

ball) will replace the existing six and will be located north of the Village. The college has requested that the existing TAS Building demolition, utility relocation and new parking lot be de-scoped. A connector road and installation of additional parking stalls between the baseball field and the new tennis courts is included.

Start Preliminary Plans	Oct 2017	Award D/B Contract	Aug 2018
Start Working Drawings	Oct 2018	Complete Construction	Aug 2022
Complete Working Drawings	Sep 2019	Advertise for FF&E	Pending
DSA Final Approval	Oct 2020	DSA Close Out	Pending



**Budget Narrative:** In fiscal years 2002-03 and 2004-05, \$971,000 and \$985,000 respectively, for a total of \$1,956,000 was allocated from basic aid to cover design. Budget reflects Board action on 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016, 5/21/2018, and 4/27/2020. On August 27, 2012, the Board approved \$12,777,313. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 to the Saddleback College Sciences Building. On June 23, 2014, the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. On May 21, 2018, the Board approved \$44,863,622 to fund a new building. On April 27, 2020, the Board approved \$5,127,000 to fund the connector road and additional parking. The ATAS Building project budget of \$69,227,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.

	Original	Revision	Total
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,120)	\$ 1,308,935
ATAS Building	\$ 0	\$69,227,000	\$69,227,000
Total	\$8,755,055	\$61,780,880	\$70,535,935
District Funding Commitment:	\$8,755,055	\$61,780,880	\$70,535,935
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$1,956,000	\$68,579,935	\$70,535,935

Status: Construction Phase: Construction Phase for the ATAS Building & the New Connector Road & Parking Lot 5-B is approximately 5% complete.

In Progress: *Investigation of the existing underground utilities and the grading and soils import operation is ongoing at the new ATAS Building. At the New Connector Road & Parking Lot 5-B, the contractor is installing the deep storm drain pipelines along the eastern side of the new lot, along with the demolition of existing underground utilities. The contractor is in the process of addressing punch list items at the Tennis Center.*

Recently Completed: *At the Tennis Center, the commissioning process and owner training is complete. All attic stocks have been received by Saddleback College FMO and the communication call box for the Orange County Transportation Authority (OCTA) OC Flex program has been installed. At the ATAS Building, the contractor completed pouring the concrete retaining walls. At the New Connector Road & Parking Lot 5B, the contractor relocated the existing high voltage electrical line that serves the baseball field. DSA approved and signed-off the baseball field safety netting system.*

Focus Issue: *Address the architectural/engineer and owner's punch list items at the Tennis Center, and prepare DSA closeout package. At the ATAS Building, start excavation for the building deep foundations and relocation of the main domestic water line along College Drive East Road. At the New Connector Road & Parking Lot 5B, continue underground utilities installation and start steel fabrication for the new baseball field netting system. Schedule one-on-one Zoom meetings with the ATAS faculty & staff to review the FF&E package for the new building.*



*Tennis Center*

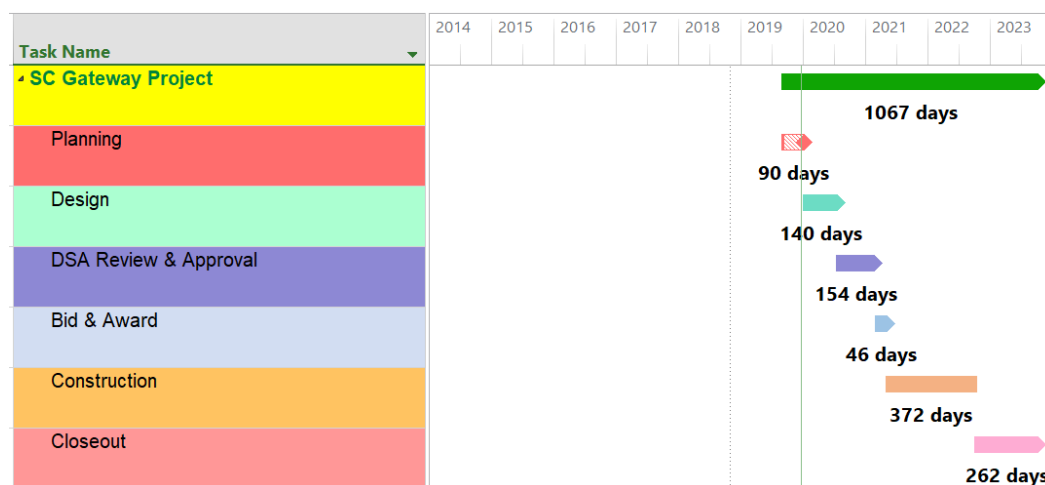


ATAS Building

### 3. GATEWAY PROJECT

**Project Description:** This proposed project will construct a new three-story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new, highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This project will reduce the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	May 2021
Start Working Drawings	Jan 2020	Complete Construction	Oct 2022
Complete Working Drawings	Jun 2020	Advertise for FF&E	Feb 2022
DSA Final Approval	Feb 2021	DSA Close Out	Pending



**Budget Narrative:** Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016, 6/26/2017, 4/22/2019, and 4/27/2020. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017, the Board approved \$16,832,003. On April 22, 2019, the Board approved the funding allocation of \$6,599,180. On April 27, 2020, the Board approved the funding allocation of \$6,800,261.



	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$27,156,731	\$70,023,531
District Funding Commitment:	\$12,814,000	\$31,864,531	\$44,678,531
State Match:	\$30,053,000	\$ (4,708,000)	\$25,345,000
Basic Aid Allocation:	\$ 1,545,115	\$31,513,146	\$33,058,261

Status: DSA Review & Approval Phase.

In Progress: DSA review of the 100% construction documents. San Diego Gas & Electric (SDG&E) *submitted an early opening to California Public Utilities Commission (CPUC) and are awaiting their decision on the energy incentive approach under the Savings by Design program.*

Recently Completed: 100% Construction Documents submitted to DSA for final sign-off.

Focus: Continue the design and selection process of the furniture, fixture and equipment with the Saddleback College executive cabinet. Kick-off the pre-qualification process to short list general contractors.

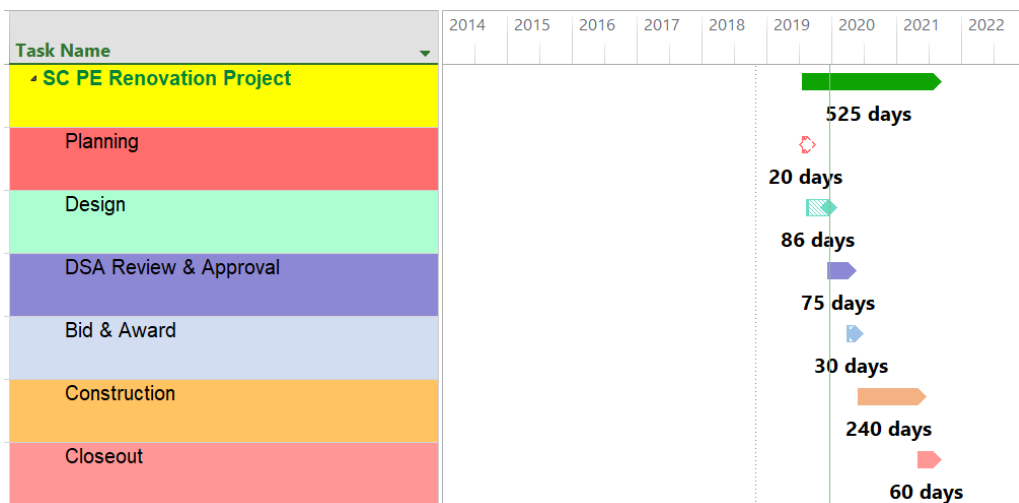


*Gateway Building – View from Parking Lot Entrance*

#### 4. PE RENOVATION

Project Description: This project will renovate the Women's Locker Room to address Title IX regulations and functional issues, install new rooftop HVAC units on the PE 100 building to correct heating and cooling issues, and renovate the restrooms in PE 300 to meet accessibility requirements.

Start Preliminary Plans	<b>Jul 2019</b>	Award Construction Contract	<b>Jul 2020</b>
Start Working Drawings	<b>Aug 2019</b>	Complete Construction	Apr 2021
Complete Working Drawings	<b>Dec 2019</b>	Advertise for Equipment	Nov 2020
DSA Final Approval	<b>Apr 2020</b>	DSA Close Out	Pending



**Budget Narrative:** Budget reflects Board action on 6/17/2013 and 6/25/2018. On June 17, 2013, the Board approved \$800,000 for the PE 100 HVAC system. Saddleback College contributed \$800,000 in matching funds from the Scheduled Maintenance budget. On June 25, 2018, the Board approved \$1,800,000 for PE Renovation. The college spent basic aid funds of \$211,263 on a previous PE 100 weight-room floor replacement project.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,400,000	\$(211,263)	\$3,188,737
District Funding Commitment:	\$3,400,000	\$(211,263)	\$3,188,737
Basic Aid Allocation:	\$2,600,000	\$(211,263)	\$2,388,737
Local Scheduled Maintenance:	\$ 800,000	\$ 0	\$ 800,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0

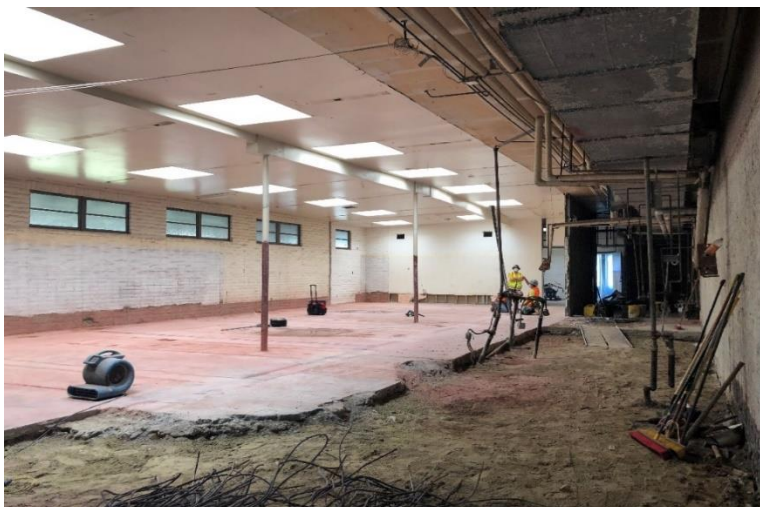
**Status:** Construction Phase: Project is approximately *10% complete*.

**In Progress:** *Underground plumbing piping, electrical roughing, and structural work.*

**Recently Completed:** *Demolition completed. Layout of interior partitions and FF&E procurement.*

**Focus:** Procurement of air handlers *and framing*.



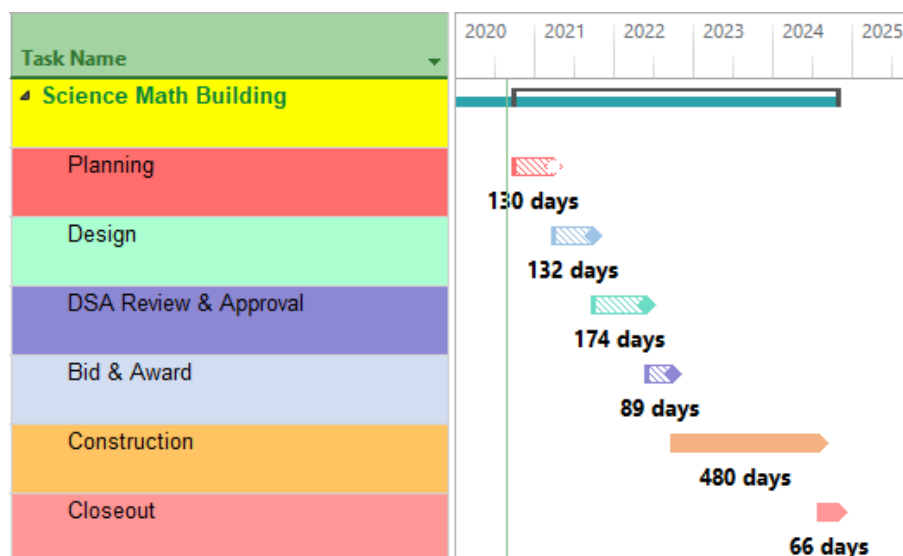


*PE Renovation – Demolition of Interior Women’s Locker Rooms*

## 5. SCIENCE MATH BUILDING

**Project Description:** The project will downsize and replace the existing Science Math Building to meet the educational needs of Saddleback College for Math and Information Technology. This proposed project will construct a new building of 32,100 assignable square feet (ASF) and 49,385 gross square feet (GSF). This project was moved from the draft 2021-22 spending plan, to the current 2020-21 spending plan in the amendment of SB 115, as part of the Governor’s effort to help stimulate California’s economy. The Chancellor’s Office released the Preliminary Plan funds so the District can commence with the project in October 2020. The table below reflects the change in schedule.

Start Preliminary Plans	Oct 2020	Award Construction Contract	Oct 2022
Start Working Drawings	Apr 2021	Complete Construction	Aug 2024
Complete Working Drawings	Oct 2021	Advertise for Equipment	Jul 2023
DSA Final Approval	Jun 2022	DSA Close Out	Oct 2024



Budget Narrative: Budget reflects board action on 6/22/2015 and 4/27/2020. On June 22, 2015, Board approved \$750,000. On April 27, 2020, the Board approved an additional \$4,300,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$33,325,956	\$23,384,126	\$56,710,082
District Funding Commitment:	\$16,624,624	\$23,384,126	\$40,008,750
Anticipated State Match:	\$16,701,332	\$ 0	\$16,701,332
Basic Aid Allocation:	\$ 750,000	\$ 4,300,000	\$ 5,050,000

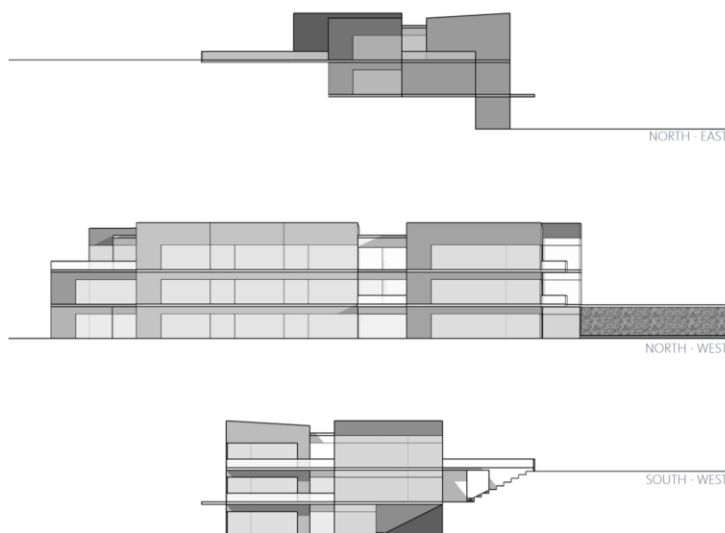
Status: Programming Phase: Preliminary Planning (PP).

In Progress: *Receive and evaluate proposals for engineering services and present recommendation to the Board of Trustees. Negotiating contract for architectural services; recommendation going to the Board of Trustees on October 19, 2020.*

Recently Completed: Staff issued the RFQ&P for architectural services and geotechnical engineering services. The architectural services interviews were conducted and a selection was made.

Focus: *Kick-off the building design process by scheduling a programming meeting with the Saddleback College executive cabinet followed by the Science Math Building stakeholders. Complete procurement process to hire a geotechnical engineer and land surveyor.*

#### ELEVATIONS



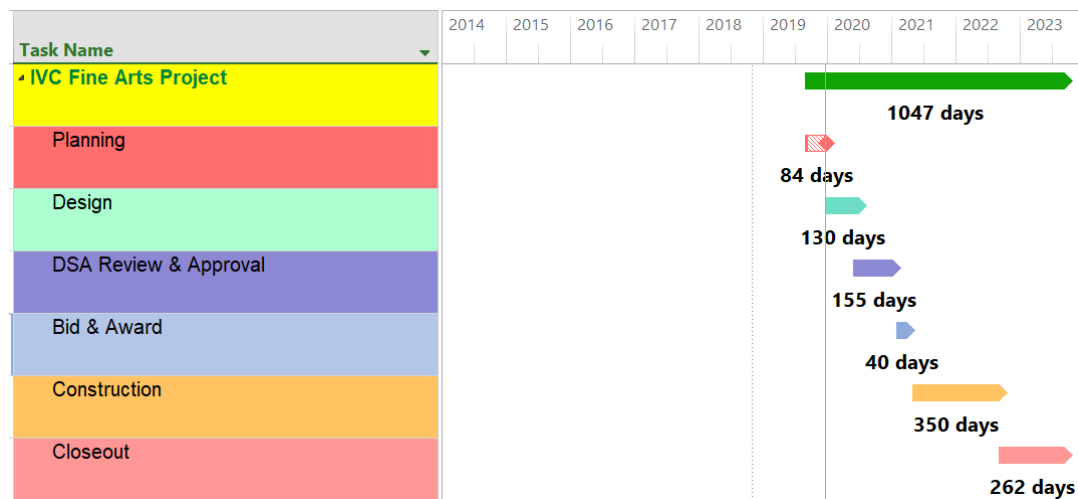
Science & Math Building – FPP Conceptual Building Elevations

## IRVINE VALLEY COLLEGE

### 1. FINE ARTS PROJECT

**Project Description:** The proposed project will construct three buildings totaling 43,154 assignable square feet (ASF), 61,793 gross square feet (GSF) and will consolidate and expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located southwest of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	Apr 2021
Start Working Drawings	Jan 2020	Complete Construction	Sep 2022
Complete Working Drawings	Jun 2020	Advertise for Equipment	Jan 2022
DSA Final Approval	Jan 2021	DSA Close Out	Pending



**Budget Narrative:** Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016, 6/26/2017, 4/22/2019, and 4/27/2020. On June 17, 2013, the Board approved \$61,278. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581. On April 22, 2019, the Board approved the funding allocation of \$7,172,680. On April 27, 2020, the Board approved the funding allocation of \$5,993,256.

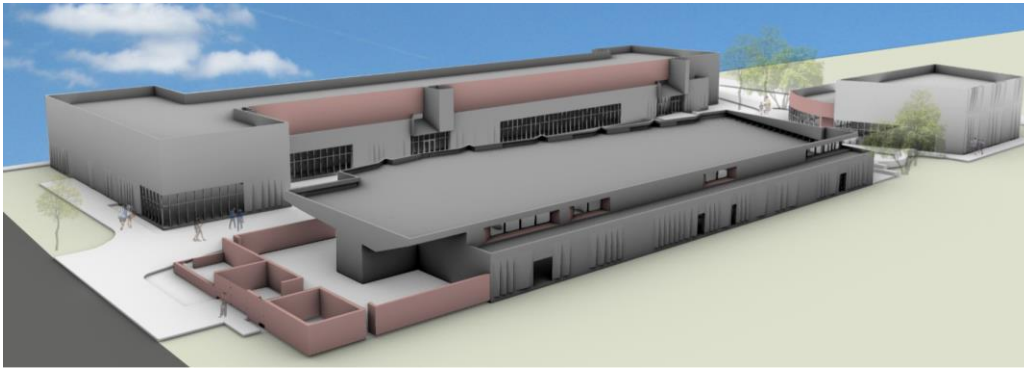
	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,764,278	\$25,124,791	\$60,889,069
District Funding Commitment:	\$10,623,278	\$27,803,791	\$38,427,069
State Match:	\$25,141,000	\$(2,679,000)	\$22,462,000
Basic Aid Allocation:	\$ 61,278	\$28,553,256	\$28,614,534

**Status:** DSA Review Phase.

In Progress: Design team addressing DSA plan review comments.

Recently Completed: DSA plan review finalized and comments submitted to the design team.

Focus: Address DSA plan review comments in preparation for back check. Continue discussion of furniture and interior colors. Develop contractor pre-qualification criteria.

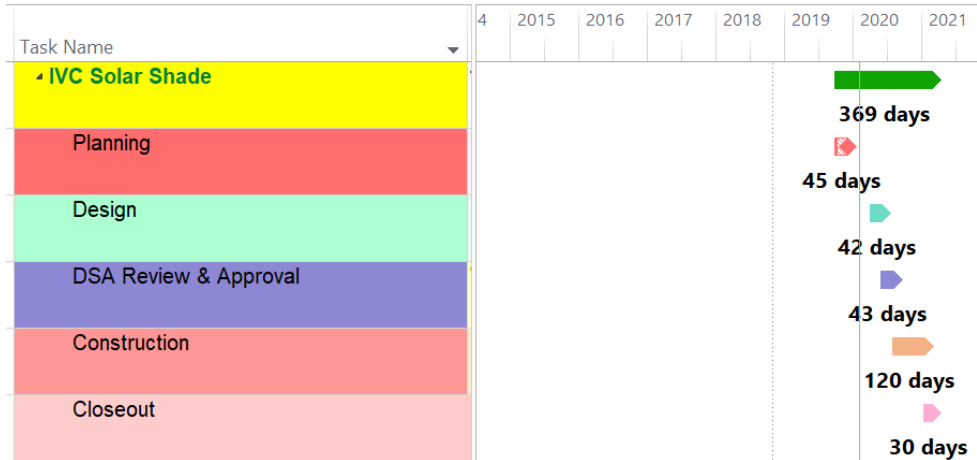


*Fine Arts Complex – Rendering*

## 2. PARKING LOT PHASE 1 & 2 AND SOLAR SHADE PROJECT

Project Description: This project included development of a 190,000 square foot, lighted parking lot creating 594 additional parking spaces that opened in Spring 2019. The current project includes photovoltaic panels supported on parking canopies and a battery storage system. Both systems will interconnect with the local utility grid and integrate with the campus electrical system, which will be consolidated in response to utility requirements.

Start Preliminary Plans	Jun 2020	Begin construction	Dec 2020
Start Working Drawings	Aug 2020	Complete Construction	Apr 2020
Complete Working Drawings	Oct 2020	Advertise for FF&E	N/A
DSA Final Approval	Nov 2020	DSA Close Out	May 2021



**Budget Narrative:** Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016, 6/26/2017, and 5/21/2018. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000 to allow inclusion of the solar shade project and add a connection to the new perimeter road. On June 26, 2017, the Board approved \$733,000. On May 21, 2018, the Board approved \$1,300,000 to include the Phase II parking scope.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	N/A	N/A	N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

**Status:** Design Phase.

**In Progress:** Development of 100% Construction Documents.

**Recently Completed:** Receipt and review of 50% Design Documents.

**Focus:** Complete construction documents in preparation of submission to DSA for plan review. Submit Southern California Edison interconnection application.

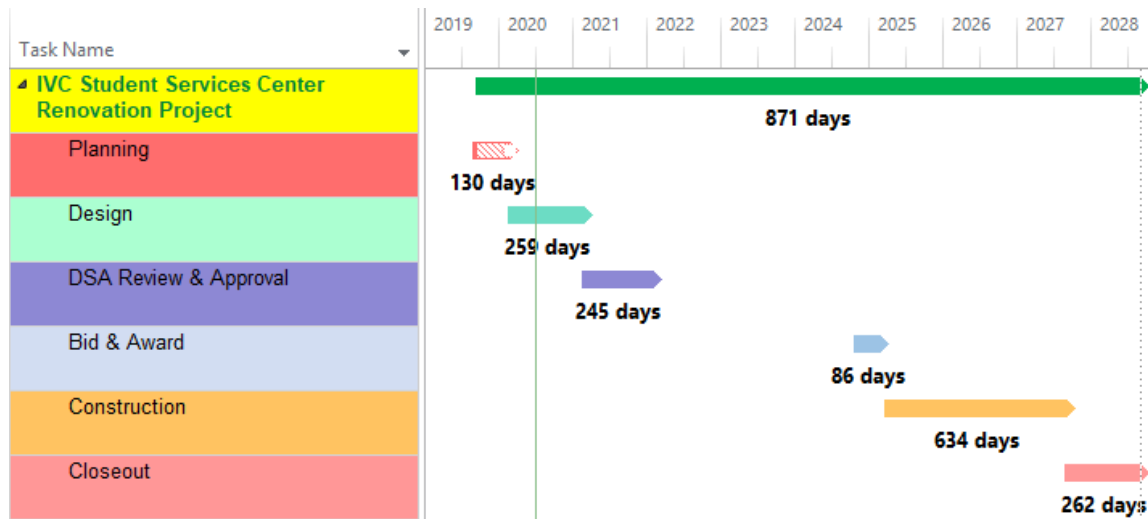


*Solar Shade Project – Design Layout of Solar Panels in Lot 6*

### 3. STUDENT SERVICES CENTER and STUDENT UNION

**Project Description:** This project will replace the 30,558 gross square feet (GSF) Student Services Center and the 13,086 gross GSF B-100 building with two new buildings totaling 60,000 GSF to correct structural issues, address programming needs, upgrade the food service area, HVAC, electrical, finishes, and provide upgrades to meet ADA requirements. This plan will consolidate all student services into the two buildings with a separate building for food services and student activities. The project will also include a newly redesigned quad and drop off area adjacent to the Student Services Center.

Start Preliminary Plans	Sep 2019	Award Construction Contract	Feb 2025
Start Working Drawings	Oct 2020	Complete Construction	Apr 2027
Complete Working Drawings	Mar 2021	Advertise for Equipment	Aug 2026
DSA Final Approval	Feb 2022	DSA Close Out	Pending



**Budget Narrative:** Budget reflects Board action on 4/22/2019 and 4/27/2020. On April 22, 2019, the Board approved \$23,850,000. On April 27, 2020, the Board approved \$13,202,189. On June 23, 2020, the board reduced the previously approved amount of \$13,202,189 by \$8,208,916 due to the Governor's May Revise budget for 2020-21, with the understanding that if the proposed state budgets cuts are not realized and if additional property taxes are received, the amount will be increased. The final state budget did not include the proposed cuts and additional taxes were received which resulted in a final allocation of \$15,155,698 for 2020-21.

	Original	Revision	Total
Project Budget:	\$48,300,000	\$53,441,365	\$101,741,365
District Funding Commitment:	\$48,300,000	\$53,441,365	\$101,741,365
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$23,850,000	\$15,155,698	\$39,005,698

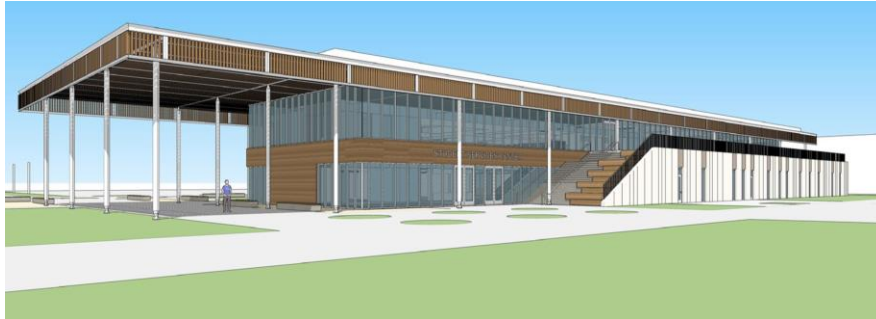


Status: *Design Development Phase nearly complete.*

In Progress: Building interior design, plaza design, and mechanical design.

Recently Completed: Building floor plans set and initial quad and canopy design completed. *Color palette proposed to executive cabinet.*

Focus: Develop design: building elevations, *and interior finishes.*



*Student Services Center – Quad Entrance*

STUDENT UNION VIEW FROM QUAD

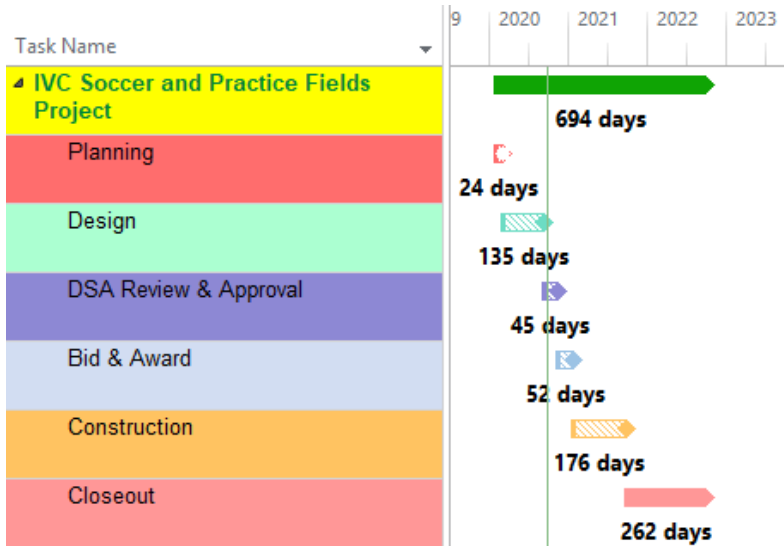


*Student Union – Quad Entrance*

#### **4. SOCCER AND PRACTICE FIELDS**

Project Description: The proposed project will provide proper grading, new irrigation, security fencing and access gates for the varsity soccer field, varsity baseball field and the college's main athletic practice facilities. The project also includes new synthetic turf at the varsity soccer and baseball fields.

Start Preliminary Plans	Feb 2020	Award Construction Contract	Jan 2021
Start Working Drawings	May 2020	Complete Construction	Sep 2021
Complete Working Drawings	Sep 2020	Advertise for Equipment	Jan 2021
DSA Final Approval	Nov 2020	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on June 25, 2018 and June 24, 2019. On June 25, 2018, the Board approved \$175,000. On June 24, 2019, the Board approved \$10,000,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$5,900,000	\$ 4,275,000	\$10,175,000
District Funding Commitment:	\$ 175,000	\$10,000,000	\$10,175,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 175,000	\$10,000,000	\$10,175,000

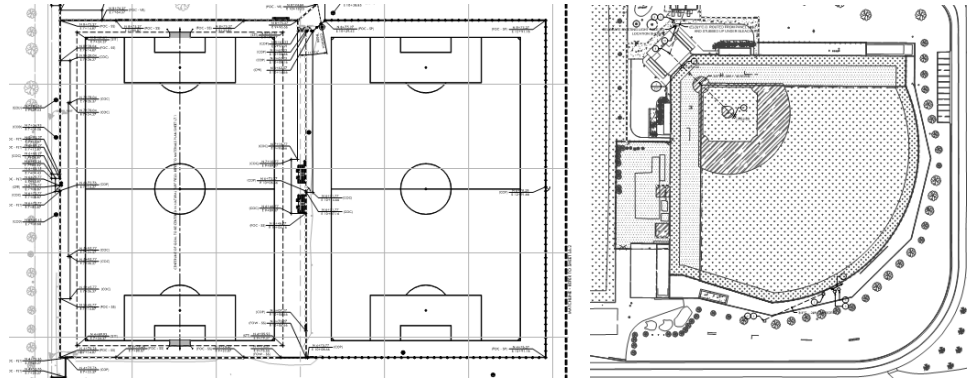
Status: Construction Documents Phase.

In Progress: DSA plan review.

Recently Completed: Receipt and review of 100% Construction Documents and submission to DSA for review and approval.

Focus: Complete equipment purchase requirements plan.





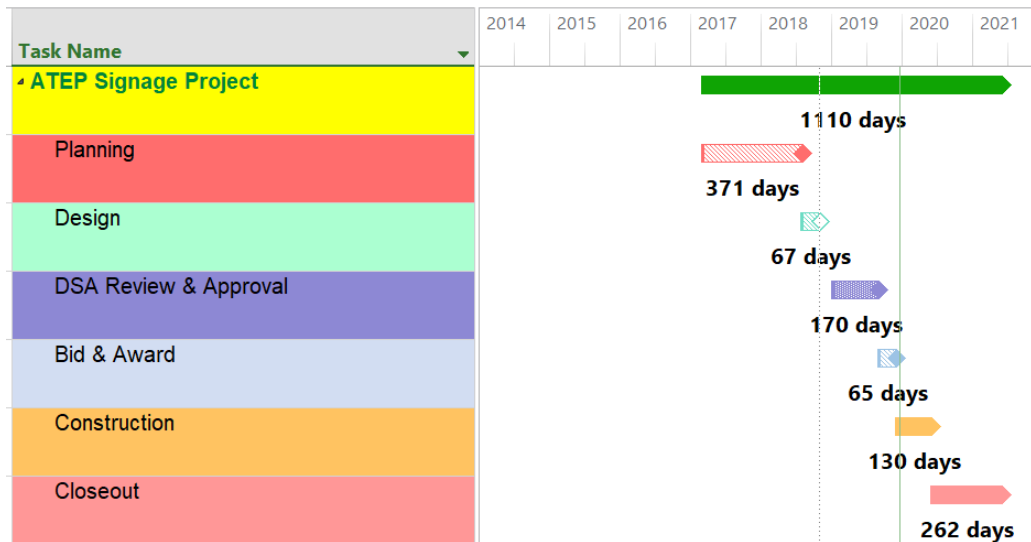
Soccer, Practice, and Baseball Fields – Construction Plans

## ATEP

### 1. ATEP – SIGNAGE PROJECT

**Project Description:** Wayfinding signage for ATEP consists of three monument signs, five vehicle signs and one pedestrian sign. This signage will define the campus as a destination, support route planning, clarify entrances and parking, create a main pathway, and establish a standardized naming system.

Start Preliminary Plans	Mar 2017	Award Construction Contract	Nov 2019
Start Working Drawings	Aug 2018	Complete Construction	Oct 2020
Complete Working Drawings	Apr 2019	Advertise for FF&E	N/A
DSA Final Approval	Aug 2019	DSA Close Out	Nov 2020



**Budget Narrative:** Budget reflects Board action on 5/21/2018 and 4/22/2019. On May 21, 2018, the Board approved \$500,000. On April 22, 2019, the Board approved the funding allocation of \$4,431,121.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,000,000	\$1,931,121	\$4,931,121
District Funding Commitment:	\$ 500,000	\$4,431,121	\$4,931,121
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 500,000	\$4,431,121	\$4,931,121

Status: Construction Phase: Project is approximately 99% complete.

In Progress: *Punch list corrections and final programming.*

Recently Completed: *Pre-programming.*

Focus: *Finalize punch list, project completion and DSA closeout.*

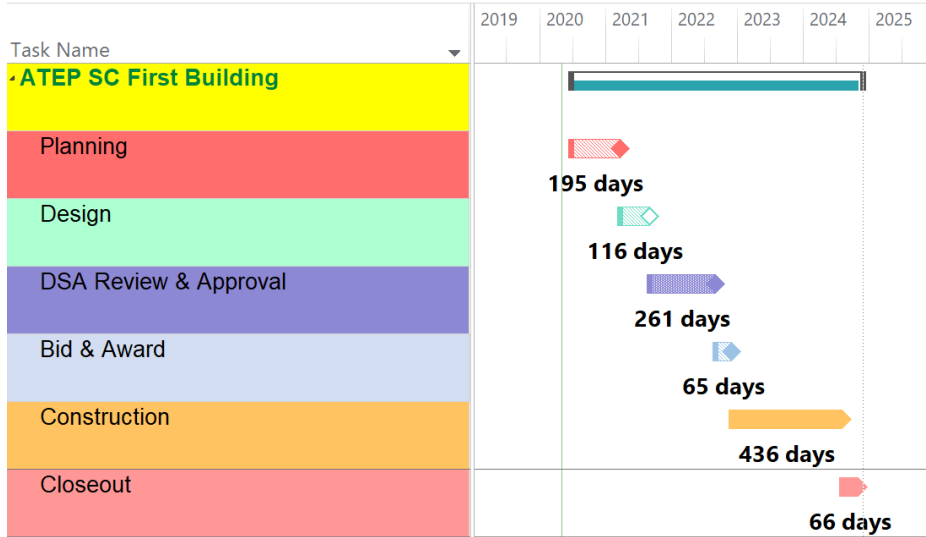


*Signage Project – Monument Signs*

## 2. ATEP – Saddleback College First Building

Project Description: This project is a new state of the art Culinary, Hospitality, Advanced Transportation and Logistics building with an estimated 50,000 gross square feet (GSF).

Start Preliminary Plans	Jul 2020	Award Construction Contract	Nov 2022
Start Working Drawings	Mar 2021	Complete Construction	Aug 2024
Complete Working Drawings	Aug 2021	Advertise for Equipment	Aug 2023
DSA Final Approval	Aug 2022	DSA Close Out	Nov 2024



**Budget Narrative:** On April 27, 2020, the Board approved \$4,300,000 from the 2019-20 budget and \$4,787,100 from the 2020-21 budget.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$75,100,000	\$ 5,497,425	\$80,597,425
District Funding Commitment:	\$75,100,000	\$ 5,497,425	\$80,597,425
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 4,300,000	\$ 4,787,100	\$ 9,087,100

**Status:** Programming Phase.

**In Progress:** Initial utility survey and determining best location for building on site. Coordination *between colleges for potential shared spaces* with the IDEA building.

**Recently Completed:** Second, third, fourth and *fifth programming meetings. Held programming meetings with industry experts to gain knowledge of what is expected from students in the workforce so we can design to those needs.*

**Focus:** Develop space utilization requirements and program needs. *Finalize site recommendation for building on property.*



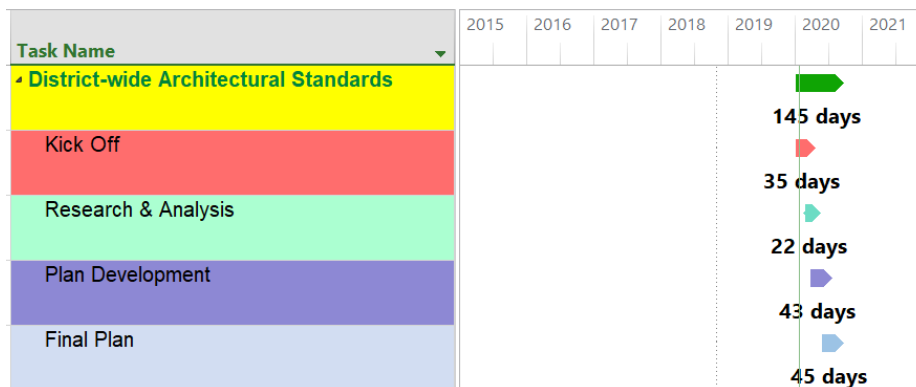
ATEP – Saddleback College First Building – Site Location

## DISTRICT-WIDE

### 1. ARCHITECTURAL STANDARDS

**Project Description:** The District-wide standards will provide all future capital projects with design and construction consistency, operational efficiency, maintainability, accessibility and sustainability while ensuring first class teaching and learning facilities. These standards will be developed to promote the efficient, predictable, and cost-effective design and construction of all new and modernized facilities, will represent the best value for District expenditures, and will align with the District’s long-range goals. The standards will include sections on the 2020 Facilities Master Plan, ATEP Design Standards, Infrastructure Master Plan, Landscape Master Plan, Storm Water Management Plan, Signage and Wayfinding Standards, Easement Plan, Blue Phone/Emergency Plans, Building Information Modeling Standards (BIM), Design Guidelines for offices, classrooms, furniture standards, restrooms, interior building and exterior circulation, utility rooms, Building Systems Guidelines, and Technical Standards and Guidelines.

Kick Off, Phase II	Feb 2020	Start Plan Development	TBD
Start Research/Analysis	Feb 2020	Complete Plan	Jun 2021
Complete Research/Analysis	TBD	Final Plan, Phase II	Jun 2021



Budget Narrative: On April 22, 2019, the Board of Trustees approved \$1,500,000 for the Architectural Standards project.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$1,500,000	\$ 0	\$1,500,000
District Funding Commitment:	\$1,500,000	\$ 0	\$1,500,000
Anticipated State Match:	N/A	N/A	N/A
Basic Aid Allocation:	\$1,500,000	\$ 0	\$1,500,000

Status: Research and Analysis Phase.

In Progress: Landscape design standards for both colleges and development of Storm Water Mitigation Plans.

Recently Completed: Comprehensive walk of *Irvine Valley College* to address what is and is not working for Facilities as it relates to landscape design on recent projects and impact on amount of maintenance required.

Focus: Discuss classroom standards in light of the Covid-19 pandemic.

## GENERAL NOTES

- Project updates for active construction projects may be viewed on the District [website](#):
- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
  - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
  - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 50% match) as the economy has changed from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
  - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

**TO:** Board of Trustees

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

**RE:** SOCCCD: CARES Act Funding Monthly Summary

**ACTION:** Information

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**BACKGROUND**

In response to the COVID-19 pandemic, Irvine Valley College and Saddleback College received stimulus allocations as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Both colleges received funds for emergency assistance to students, institutional support to move to online instruction, and additional discretionary funds based on being a minority serving institution. The funds must be spent within one year.

**STATUS**

A cumulative summary of the funds awarded and spent as of September 30, 2020, is provided in EXHIBIT A.

**CARES Act Funds as of September 30, 2020**

Grants to Students	Irvine Valley College	Saddleback College	SOCCCD Total
Certification Signed	4/14/2020	4/14/2020	
Grant Period	4/24/2020 – 4/23/2021	4/24/2020 – 4/23/2021	
<b>Total Amount Awarded</b>	<b>\$ 2,242,905</b>	<b>\$ 2,148,052</b>	<b>\$ 4,390,957</b>
Number of Students Eligible	4,980	4,474	9,454
Number of Grant Recipients	3,629	3,245	6,874
Student Grant Amount	\$ 500	\$ 500	
<b>Total Amount of Grants Distributed</b>	<b>\$ 1,814,500</b>	<b>\$ 1,622,500</b>	<b>\$ 3,437,000</b>
<b>Amount Remaining to Distribute</b>	<b>\$ 428,405</b>	<b>\$ 525,552</b>	<b>\$ 953,957</b>

Institutional Support	Irvine Valley College	Saddleback College	SOCCCD Total
Certification Signed	4/22/2020	4/23/2020	
Grant Period	5/6/2020 - 5/5/2021	5/7/2020 - 5/6/2021	
<b>Total Amount Awarded</b>	<b>\$ 2,242,905</b>	<b>\$ 2,148,051</b>	<b>\$ 4,390,956</b>
Expenses:			
Salaries	\$ 76,717	\$ 263,779	\$ 340,496
Benefits	\$ 31,679	\$ 88,455	\$ 120,134
Supplies	\$ 91,869	\$ 21,123	\$ 112,992
Services	\$ 425,190	\$ 648,761	\$ 1,073,951
Equipment	\$ 679,968	\$ 1,124,354	\$ 1,804,322
Student Grants	\$ -	\$ -	\$ -
<b>Total Expenses</b>	<b>\$ 1,305,423</b>	<b>\$ 2,146,472</b>	<b>\$ 3,451,895</b>
<b>Amount Remaining</b>	<b>\$ 937,482</b>	<b>\$ 1,579</b>	<b>\$ 939,061</b>

Minority Serving Institutions	Irvine Valley College	Saddleback College	SOCCCD Total
Certification Signed	5/4/2020	5/6/2020	
Grant Period	6/1/2020-5/31/2021	6/1/2020-5/31/2021	
<b>Total Amount Awarded</b>	<b>\$ 18,480</b>	<b>\$ 316,264</b>	<b>\$ 334,744</b>
Lost Revenue:			
Parking	\$ -	\$ -	\$ -
Child Development Center	\$ -	\$ -	\$ -
Community Education	\$ 11,373	\$ -	\$ 11,373
<b>Total Lost Revenue</b>	<b>\$ 11,373</b>	<b>\$ -</b>	<b>\$ 11,373</b>
Expenses:			
Salaries	\$ -	\$ 75,160	\$ 75,160
Benefits	\$ -	\$ 10,880	\$ 10,880
Supplies	\$ -	\$ 1,439	\$ 1,439
Services	\$ -	\$ 39,032	\$ 39,032
Equipment	\$ -	\$ 13,864	\$ 13,864
<b>Total Expenses</b>	<b>\$ -</b>	<b>\$ 140,375</b>	<b>\$ 140,375</b>
<b>Amount Remaining</b>	<b>\$ 7,107</b>	<b>\$ 175,889</b>	<b>\$ 182,996</b>

**TO:** Board of Trustees

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

**RE:** SOCCCD: COVID-19 Response Block Grant Monthly Summary

**ACTION:** Information

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**BACKGROUND**

The 2020-21 Budget Act provided California Community College districts with federal and state relief funds in the form of a \$120 million COVID-19 Response Block Grant. District Services and both colleges received funds to be used on activities that directly support student learning, continuity of education, and to mitigate learning loss related to COVID-19. In addition, the Legislature intended for these funds to be used to prioritize services for underrepresented students. The federal portion of the block grant must be expended by December 30, 2020. The state portion of the block grant must be expended by June 30, 2022.

**STATUS**

A cumulative summary of the funds awarded and spent as of September 30, 2020, is provided in EXHIBIT A.



## COVID-19 Response Block Grant as of September 30, 2020

Federal				
Grant Period 3/1/2020-12/31/2020				
	District Services	Irvine Valley College	Saddleback College	SOCCCD Total
<b>Total Amount Awarded</b>	<b>\$ 121,131</b>	<b>\$ 461,844</b>	<b>\$ 713,930</b>	<b>\$ 1,296,905</b>
Expenses:				
Salaries	\$ 1,065	\$ 264,589	\$ 400,062	\$ 665,716
Benefits	\$ 30	\$ 123,052	\$ 207,874	\$ 330,956
Supplies	\$ 4,040	\$ 11,919	\$ 30,653	\$ 46,612
Services	\$ -	\$ 57,016	\$ 52,784	\$ 109,800
Equipment	\$ 28,909	\$ 5,268	\$ 8,404	\$ 42,581
<b>Total Expenses</b>	<b>\$ 34,044</b>	<b>\$ 461,844</b>	<b>\$ 699,777</b>	<b>\$ 1,195,665</b>
<b>Amount Remaining</b>	<b>\$ 87,087</b>	<b>\$ -</b>	<b>\$ 14,153</b>	<b>\$ 101,240</b>

State			
Grant Period 3/1/2020-6/30/2022			
	Irvine Valley College	Saddleback College	SOCCCD Total
<b>Total Amount Awarded</b>	<b>\$ 625,325</b>	<b>\$ 966,643</b>	<b>\$ 1,591,968</b>
Expenses:			
Salaries	\$ -	\$ 30,175	\$ 30,175
Benefits	\$ -	\$ 3,401	\$ 3,401
Supplies	\$ -	\$ -	\$ -
Services	\$ -	\$ 368,371	\$ 368,371
Equipment	\$ 19,892	\$ -	\$ 19,892
<b>Total Expenses</b>	<b>\$ 19,892</b>	<b>\$ 401,947</b>	<b>\$ 421,839</b>
<b>Amount Remaining</b>	<b>\$ 605,433</b>	<b>\$ 564,696</b>	<b>\$ 1,170,129</b>

**TO:** Board of Trustees  
**FROM:** Kathleen F. Burke, Chancellor  
**RE:** SOCCCD: Retiree (OPEB) Trust Fund  
**ACTION:** Information

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### **BACKGROUND**

In April 2008, the Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

### **STATUS**

This report is for the period ending August 31, 2020 (EXHIBIT A).

For August, the portfolio was composed of 46.8% common stocks (domestic and international) and 53.2% fixed funds (bonds). The portfolio's performance increased 2.40%, ending with a fair market value of \$137,434,682 and an annualized return of 6.02% since inception.

September 14, 2020

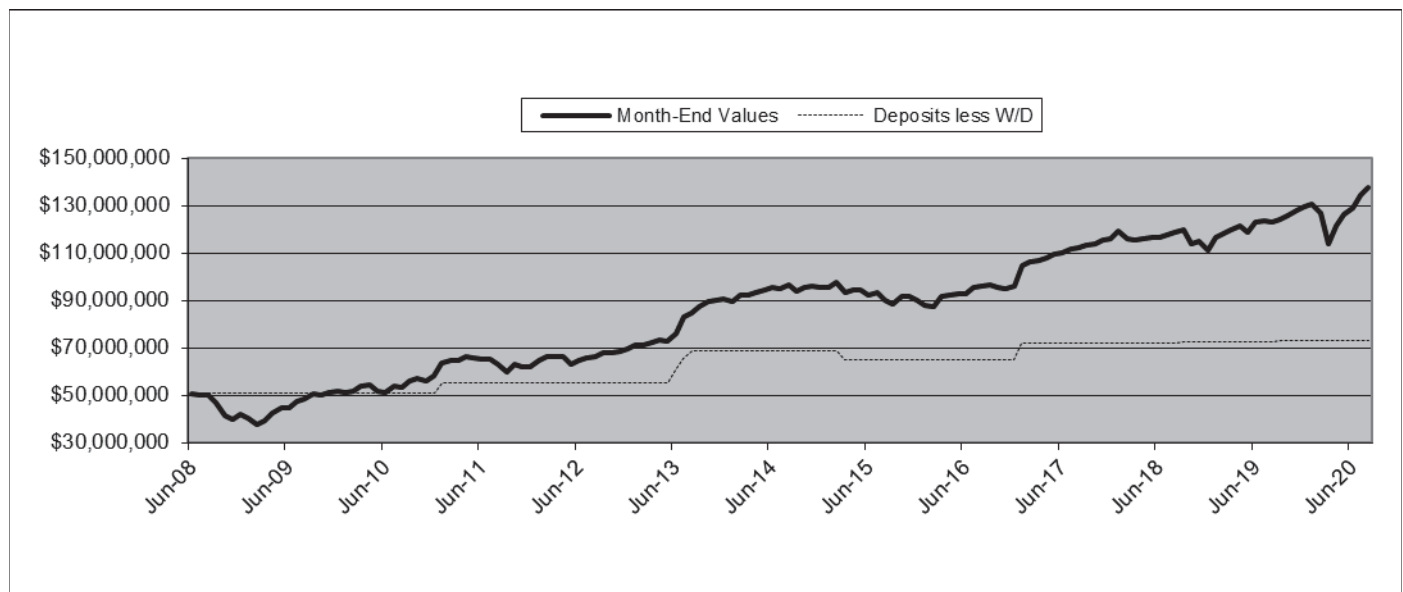
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

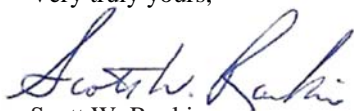
With a fair market value on August 31st of \$137,434,681.97 your portfolio's performance was up 2.40% for the month and up 6.02% on an annualized basis since the June 24<sup>th</sup>, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (46.8%) and fixed income funds (53.2%). It was designed to be invested over a long time frame. Total deposits in the amount of \$77,214,430.38 have been received since inception. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>August 2020</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	2.40%	6.19%	6.02% annualized return
S&P 500	7.19%	9.73%	10.95% (Domestic Stocks)
MSCI EAFE	5.14%	-4.61%	2.59% (International stocks)
Barclays Aggregate	-0.81%	6.85%	4.47% (Domestic Bonds)
Barclays Global	-0.15%	6.11%	3.19% (Global Bonds)



Very truly yours,



Scott W. Rankin  
Senior Vice President

Scott Rankin

Digitally signed by Scott Rankin  
Date: 2020.09.14 08:55:49  
+05'00'

Benefit Trust - Retiree (OPEB) Trust

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
June-17	\$ 6,876,878	\$ 71,676,602	\$ 110,063,884
June-18	\$ -	\$ 71,676,602	\$ 116,478,409
June-19	\$ 1,053,093	\$ 72,729,695	\$ 123,157,480
June-20	\$ 484,735	\$ 73,214,430	\$ 129,192,912
July-20	\$ -	\$ 73,214,430	\$ 134,216,327
August-20	\$ -	\$ 73,214,430	\$ 137,434,682
	<b>\$ 73,214,430</b>		

**TO:** Board of Trustees

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

**RE:** SOCCCD: Basic Aid Report

**ACTION:** Information

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**BACKGROUND**

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

**STATUS**

As of September 30, 2020, total estimated Basic Aid receipts are \$1.03B and total approved projects are \$1.01B as shown in EXHIBIT A. The balance of \$18.1M is the reserve for unrealized tax collections.

There were no changes for the FY 2020-2021 Basic Aid allocation from the August, 2020 Board report. The year-to-date actual amounts have been updated as of September 30, 2020.

South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
September 30, 2020

	Approved	1999-2018	2018-19	2019-20	2020-21 YTD	2020-21 YTD	Balance Remaining for
Project Description	Amount	Actual	Actual	Actual	Actual	Obligations	2020-21
CLOSED PROJECTS TOTAL	303,272,221	299,573,595	3,577,762	120,864	-	-	-
<b>CAPITAL PROJECTS</b>							
ATEP Building Demolition (2007)	13,700,000	6,910,874	-	-	-	-	6,789,126
ATEP First Building Support (2017)	2,317,303	471,425	542,011	488,571	94,189	75,911	645,196
ATEP Signage (2018 & 2019)	4,931,121	-	111,447	1,520,557	61,097	726,244	2,511,776
ATEP Site Development (2013 & 2019)	12,625,000	8,191,477	1,103,962	1,027,834	48,927	1,376,085	876,715
ATEP Utilities/Infrastructure Phase I (2016)	9,475,000	6,086,734	915,868	17,757	1,442	66,091	2,387,108
IVC A200 Success Center (2014)	505,005	-	-	-	-	-	505,005
IVC Access Controls (2018, 2019 & 2020)	6,700,000	-	687,842	2,205,012	488,070	1,330,690	1,988,386
IVC - ATEP First Building (2011)	27,400,000	23,320,712	320,079	132,345	6,500	-	3,620,364
IVC B200 (2015, 2018, 2019 & 2020)	4,600,000	216,959	83,726	1,799,140	250,900	1,517,666	731,609
IVC B400 Labs and Entrance Controls (2015)	296,078	188,836	3,998	-	-	-	103,244
IVC Defects Performing Arts Center (2014)	1,400,000	150,339	721,682	38,513	-	-	489,466
IVC Electric Vehicle Charging Station (2019)	400,000	-	-	-	-	-	400,000
IVC Fine Arts Building (2008, 2019 & 2020)	28,614,534	61,278	-	1,030,461	-	-	27,522,795
IVC Health Center/Concessions Building (2016 & 2018)	7,500,000	553,912	3,630,510	2,422,831	-	33,790	858,957
IVC Library Renovation (2019)	900,000	-	-	-	-	-	900,000
IVC Lighting & Walkways (2013)	795,055	570,407	12,112	212,531	-	5	-
IVC New Parking Lot (2013 & 2018)	8,788,000	414,020	2,870,876	252,845	2,627	3,555,585	1,692,047
IVC Soccer and Practice Fields (2018 & 2019)	10,175,000	-	-	341,736	149,108	308,050	9,376,106
IVC Student Services Center Renovation (2019 & 2020)	39,005,698	-	-	601,943	591,785	2,591,166	35,220,804
SC Access Controls (2018)	4,000,000	-	478,367	3,521,633	-	-	-
SC ATAS Building (2003, 2018 & 2020)	69,227,000	693,343	3,996,972	7,142,429	1,375,267	43,376,063	12,642,926
SC ATEP First Building (2020)	9,087,100	-	-	8,458	32,406	2,861,594	6,184,642
SC BMS Controls (2019)	4,900,000	-	-	18,975	-	71,000	4,810,025
SC Data Center Project (2016)	1,000,000	43,030	6,460	21,820	-	5,023	923,667
SC Fire Alarm System (2015)	500,000	60,675	-	145	-	-	439,180
SC Gateway Building (2013, 2019 & 2020)	33,058,261	-	-	624,235	-	-	32,434,026
SC PE 100 and 300 Renovation (2014 & 2019)	2,388,737	-	1,204	315,718	44,452	1,898,639	128,724
SC Sciences Building (M/S/E annex) (2003-2013)	62,399,870	61,917,074	895	-	-	-	481,901
SC SME Building Renovation (2016 & 2020)	5,050,000	41,167	319,812	-	-	-	4,689,021
SC Stadium and Site Improvements (2008 & 2020)	45,133,798	1,192,544	2,870,678	32,057,220	347,696	5,453,452	3,212,208
SC Student Services Center Renovation (2020)	3,378,275	-	-	-	-	-	3,378,275
SC Village Demolition (2020)	1,500,000	-	-	-	-	-	1,500,000
SOCCCD District-wide ADA Transition Plan Projects (2017, 2019 & 2020)	12,000,000	-	-	2,014,760	111,588	436,736	9,436,916
SOCCCD District-wide Warehouse Canopy (2019 & 2020)	920,000	-	-	37,772	7,539	16,645	858,044
CAPITAL PROJECTS TOTAL	434,670,835	111,084,806	18,678,501	57,855,241	3,613,593	65,700,435	177,738,259
<b>SCHEDULED MAINTENANCE</b>							
IVC Lighting Upgrades (2020)	570,000	-	-	-	-	-	570,000
IVC SM B100 Roof & HVAC (2015)	493,350	-	10,704	173,065	229,376	20,570	59,635
IVC SM Electrical (2018)	150,000	-	-	3,464	-	-	146,536
IVC SM Floors & Finishes (2018)	92,500	-	49,438	32,747	-	650	9,665
IVC SM Infrastructure (2020)	500,000	-	-	-	-	-	500,000
IVC SM Mechanical (2019)	1,664,081	-	-	76,072	10,259	140,691	1,437,059
IVC SM Painting (2018)	171,581	-	-	9,821	56,537	4,649	100,574
IVC SM Plumbing (2019)	250,000	-	-	-	-	-	250,000
IVC SM Roofs (2018)	1,500,000	-	135,983	113,844	101,263	317,668	831,242
SC Quad Renovation, Arboretum Trail, Meditation Garden (2020)	500,000	-	-	-	-	-	500,000
SC Site Work at Outfall (2020)	130,000	-	-	-	-	-	130,000
SC SM Campus Landscaping Improvement (2019)	1,050,000	-	-	-	-	-	1,050,000
SC SM Campus Signage (2019)	125,000	-	-	-	-	-	125,000
SC SM Central Plant Equipment (2019)	250,000	-	-	201,465	-	6,930	41,605
SC SM IT Power Upgrade (2019)	300,000	-	-	190,821	4,701	10,695	93,783
SC SM Painting (2020)	400,000	-	-	-	-	-	400,000
SC SM Swimming Pool Equipment (2019)	275,000	-	-	-	-	-	275,000
SC SM Swimming Pool Refurbishment (2019)	200,000	-	-	363	287	-	199,350
SC SM Upgrade Domestic Water System (2020)	500,000	-	-	-	-	-	500,000
SC SM Utility Distribution System (2020)	4,700,000	-	-	-	864	-	4,699,136
SC Street and Parking Lot Repairs (2020)	1,000,000	-	-	-	-	-	1,000,000
SC Temporary Parking Lot Renovation (2020)	300,000	-	-	-	-	-	300,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	15,121,512	-	196,125	801,662	403,287	501,853	13,218,585

South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
September 30, 2020

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999-2018 Actual</i>	<i>2018-19 Actual</i>	<i>2019-20 Actual</i>	<i>2020-21 YTD Actual</i>	<i>2020-21 YTD Obligations</i>	<i>Balance Remaining for 2020-21</i>
<b>IT PROJECTS</b>							
IVC Campus Desktop Refresh (2016, 2019 & 2020)	3,262,292	961,321	764,389	735,581	38,294	5,320	757,387
IVC Classroom Tech & Audio Visual IVC (2016)	3,746,708	332,642	378,139	1,072,963	(625)	1,688,868	274,721
IVC Live Oak Terrace Conversion to Outdoor Theater (2020)	985,160	-	-	-	-	-	985,160
IVC New Marquees (2020)	432,000	-	-	-	-	4,000	428,000
IVC Refresh MDF and IDF (2016)	500,000	149,647	-	6,255	-	-	344,098
IVC SAN (2019)	865,200	-	-	-	-	-	865,200
IVC Server Refresh (2018 & 2019)	350,000	-	137,202	35,606	-	-	177,192
IVC Wireless Aps & Controllers (2019)	100,000	-	-	-	-	-	100,000
SC Cabling (2018, 2019 & 2020)	1,588,644	-	14,700	2,470	-	-	1,571,474
SC Campus Desktop Refresh (2016, 2019 & 2020)	4,521,182	2,128,220	549,114	884,307	26,854	5,670	927,017
SC Classroom Tech & Audio Visual (2016 & 2020)	6,728,396	287,526	598,408	2,962,172	(46,060)	509,991	2,416,359
SC Domain Name System (DNS) (2020)	844,873	-	-	-	-	-	844,873
SC Physical Telecommunications Infrastructure Upgrade (2020)	980,847	-	-	-	-	-	980,847
SC Refresh MDF and IDF (2016 & 2020)	890,000	167,644	127,779	159,452	10,086	13,900	411,139
SC Storage Area Network (SAN) (2020)	800,232	-	-	-	-	-	800,232
SC Virtual System Refresh (2020)	564,818	-	-	-	-	-	564,818
SOCCCD Attendance Tracking (2020)	200,000	-	-	-	-	-	200,000
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600	230,618	130,334	79,995	-	12,653	-
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600	38,416	-	-	-	-	77,184
SOCCCD Block Registration (2019 & 2020)	250,000	-	-	-	1,170	211,496	37,334
SOCCCD Canvas Grade Submission Integration (2019)	150,000	-	-	-	-	150,000	-
SOCCCD Co-locate District-wide Infrastructure (2018)	60,000	-	30,232	29,760	-	8	-
SOCCCD Curriculum Management System (2018)	467,600	-	23,801	105,049	3,733	87,068	247,949
SOCCCD Degree Audit/MAP Upgrade (2013 & 2015)	1,594,720	1,410,935	87,154	27,477	-	38,388	30,766
SOCCCD DevOps / Identity Management Engineering (2018)	200,000	-	63,273	103,156	560	33,011	-
SOCCCD District-wide Network Security (2015)	1,064,395	512,787	299,538	205,350	19,284	5,000	22,436
SOCCCD DW Business Continuity Technical Plan (2020)	150,000	-	-	-	-	-	150,000
SOCCCD DW Content Management System for Websites (2019)	200,000	-	-	-	-	-	200,000
SOCCCD DW Data Backup Refresh (2020)	905,734	-	-	-	-	-	905,734
SOCCCD DW Employee Email Infrastructure Enhancements (2019)	160,000	-	-	86,940	27,722	45,172	166
SOCCCD DW Information Security Initiatives (2019)	240,000	-	-	46,375	-	15,000	178,625
SOCCCD DW Infrastructure Cloud Services (2020)	500,000	-	-	-	-	-	500,000
SOCCCD DW IT Infrastructure Strategic Planning (2019)	190,000	-	-	6,207	-	-	183,793
SOCCCD DW Private WAN Network Refresh (2020)	220,000	-	-	-	23,355	7,500	189,145
SOCCCD DW Vulnerability Assessment (2020)	200,000	-	-	-	-	-	200,000
SOCCCD Faculty Syllabus Builder (2018)	315,000	-	-	-	-	114,872	200,128
SOCCCD Guided Pathways One-Click Registration (2019)	285,000	-	-	-	-	-	285,000
SOCCCD HR/Bus Svcs Integrated Software (2013, 2018, 2019 & 2020)	19,890,300	15,119,173	1,427,044	1,253,393	270,682	43,811	1,776,197
SOCCCD Identity Management Assessment and Design (2019)	150,000	-	-	-	-	-	150,000
SOCCCD InFORM Data Warehouse Upgrade (2020)	200,000	-	-	-	-	-	200,000
SOCCCD Information Security Contract Services (2018)	360,000	-	-	223,853	24,942	33,561	77,644
SOCCCD Infrastructure Expansion (2018)	170,000	-	-	134,726	-	-	35,274
SOCCCD Innovation Fund (2018 & 2019)	1,241,978	-	-	117,000	117,000	-	1,007,978
SOCCCD Instructional Management System (IMS) Upgrade (2020)	715,680	-	-	-	-	286,785	428,895
SOCCCD IT Basic Aid Projects IT Contingency	855,276	64,600	-	-	-	-	790,676
SOCCCD IT Engineering Services Support (2019)	300,000	-	-	29,992	18,216	14,430	237,362
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	8,709,630	5,631	5,301	778	-	23,430
SOCCCD MAP Enhancements (2017, 2018, 2019 & 2020)	1,435,000	191,384	308,878	311,046	88,518	410,620	124,554
SOCCCD MySite Faculty Services Upgrade (2018)	275,000	-	-	44,201	668	230,131	-
SOCCCD New Student Print Solution (2016)	238,921	215,203	1,791	21,069	-	506	352
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	41,424	41,424	-	-	-	-	-
SOCCCD On-premise and Cloud-based Systems Infra Expansion (2019)	500,000	-	-	459,725	19,700	-	20,575

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
September 30, 2020**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999-2018 Actual</i>	<i>2018-19 Actual</i>	<i>2019-20 Actual</i>	<i>2020-21 YTD Actual</i>	<i>2020-21 YTD Obligations</i>	<i>Balance Remaining for 2020-21</i>
SOCCCD Registration Restriction Module (2018)	302,400	-	57,835	25,369	-	-	219,196
SOCCCD Replace District Data Center HVAC Units (2019)	350,000	-	-	285,026	31,616	8,582	24,776
SOCCCD Service Desk Software (2017)	560,000	9,835	366,261	152,026	(45,120)	76,998	-
SOCCCD SIS Architecture Upgrade Phase 2 (2019 & 2020)	925,000	-	-	124,438	108,359	441,476	250,727
SOCCCD SIS Development Process Improvements (2020)	150,000	-	-	-	-	100,000	50,000
SOCCCD SIS Student Health (2018)	350,000	-	217,101	85,009	9,230	30,380	8,280
SOCCCD Student Activity Tracking, Workflow and Transcript (2019)	300,000	-	-	-	-	-	300,000
SOCCCD Student Early Alert System (2016)	226,800	36,752	123,612	24,590	-	-	41,846
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000	-	-	283,826	53,437	238,543	24,194
SOCCCD Student Information System Enhancement (2013, 2018, 2019 & 2020)	15,398,400	9,580,540	1,945,362	1,776,355	355,119	1,048,132	692,892
SOCCCD Student Recruiting (2019)	1,214,976	-	-	-	-	60,000	1,154,976
SOCCCD Student Success Roadmap (2017)	875,000	1,608	322,588	185,618	8,928	128,425	227,833
SOCCCD Unified Student ID Card (2016)	452,000	75,190	113,296	65,119	-	-	198,395
SOCCCD Waitlist Modification (2014 & 2017)	699,600	256,440	159,572	264,642	-	-	18,946
SOCCCD Wireless Upgrade (2016, 2019 & 2020)	2,939,933	811,608	383,839	18,712	-	2,005	1,723,769
SOCCCD Workday Student BPA Sessions (2016)	317,800	115,914	-	10,095	-	1,700	190,091
SOCCCD Workday Student Influencer Program (2016)	375,000	174,721	14,701	10,571	-	-	175,007
<b>IT PROJECTS TOTAL</b>	<b>96,237,259</b>	<b>41,623,778</b>	<b>8,651,574</b>	<b>12,460,817</b>	<b>1,166,446</b>	<b>6,104,002</b>	<b>26,230,642</b>

<b>OTHER ALLOCATIONS</b>							
SOCCCD Architectural Standards (2019)	1,500,000	-	-	60,505	-	444,474	995,021
SOCCCD Credit Card Fees (2020)	650,000	-	-	-	144,835	34,968	470,197
SOCCCD Design/Build Specialty Consultant (2013)	525,000	291,587	-	-	-	-	233,413
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	1,240,000	684,163	268,749	16,476	3,600	59,840	207,172
SOCCCD District-wide Mapping (2015 & 2018)	3,900,000	32,404	2,521,267	300,068	56,249	50,188	939,824
SOCCCD District-wide Sustainability/Energy Planning (2016 & 2018)	640,000	285,871	100,995	235,146	-	17,988	-
SOCCCD District-wide Tech Consultant for Capital Constr (2016 & 2018)	585,000	185,116	3,058	-	-	18,250	378,576
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014 & 2017)	915,000	174,201	6,665	-	-	70,228	663,906
SOCCCD Educational Facilities Master Plan (2016)	1,400,000	25,849	237,682	966,348	47,613	31,818	90,690
SOCCCD FPP, IPP, 5 Year Plans (2013, 2019 & 2020)	1,683,000	36,301	173,310	212,940	-	357,060	903,389
SOCCCD Legal Counsel Facility Related Issues (2013 & 2017)	863,000	238,679	(7,236)	6,104	9,440	74,616	541,397
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	1,395,000	928,351	99,810	112,857	13,937	50,242	189,803
SOCCCD Pension Rate Stabilization Program (2016 & 2020)	44,700,000	39,700,000	-	-	-	-	5,000,000
SOCCCD Pre-Planning and Investigation (2015, 2018 & 2019)	1,181,140	235,441	370,230	5,176	-	188,070	382,223
SOCCCD Retiree Benefits (2001 - present)	95,107,499	79,287,683	4,894,000	5,700,000	-	-	5,225,816
SOCCCD Trustee Election/General Election Expense (2004 - present)	3,998,988	2,625,684	563,519	-	-	-	809,785
<b>OTHER ALLOCATIONS TOTAL</b>	<b>160,283,627</b>	<b>124,731,330</b>	<b>9,232,049</b>	<b>7,615,620</b>	<b>275,674</b>	<b>1,397,742</b>	<b>17,031,212</b>

<b>BASIC AID PROJECT TOTALS</b>	<b>1,009,585,454</b>	<b>577,013,509</b>	<b>40,336,011</b>	<b>78,854,204</b>	<b>5,459,000</b>	<b>73,704,032</b>	<b>234,218,698</b>
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Commitments	733,624,678	81,512,238	96,749,334				97,699,204
Cumulative Commitments	733,624,678	815,136,916	911,886,250				1,009,585,454
Receipts	767,223,023	80,300,099	89,488,558				90,717,217
Cumulative Receipts	767,223,023	847,523,122	937,011,680				1,027,728,897
Cumulative Expenses	577,013,509	617,349,520	696,203,724				701,662,724
Uncommitted Basic Aid Funds	190,209,514	230,173,602	240,807,956				18,143,443



**TO:** Board of Trustees

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

**RE:** SOCCCD: Quarterly Financial Status Report

**ACTION:** Information

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**BACKGROUND**

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

**STATUS**

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of September 30, 2020, for FY 2020-21, is attached (EXHIBIT A) for the Board of Trustees' information and review.

Quarterly Financial Status Report, CCFS-311Q  
**CERTIFY QUARTERLY DATA**

CHANGE THE PERIOD ▼

Fiscal Year: 2020-2021

Quarter Ended: (Q1) Sep 30, 2020

District: (890) SOUTH ORANGE

Your Quarterly Data is Certified for this quarter.

**Chief Business Officer**

**CBO Name:** Ann-Marie Gabel, Vice Chancellor, Business Svcs

**CBO Phone:** 949-582-4663

**CBO Signature:**

**Date Signed:**

\_\_\_\_\_  
\_\_\_\_\_

**Chief Executive Officer Name:** Kathleen F. Burke, Chancellor

**CEO Signature:**

**Date Signed:**

\_\_\_\_\_  
\_\_\_\_\_

**Electronic Cert Date:** 10/07/2020

**District Contact Person**

**Name:** Kim McCord

**Title:** Executive Director, Fiscal Svcs/Comptroller

**Telephone:** 949-582-4661

**Fax:** 949-347-0390

**E-Mail:** kmccord@socccd.edu

California Community Colleges, Chancellor's Office  
Fiscal Services Unit  
1102 Q Street, Suite 4550  
Sacramento, California 95811

Send questions to:  
[ccfs311admin@cccco.edu](mailto:ccfs311admin@cccco.edu)

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-31 IQ VIEW QUARTERLY DATA

CHANGE THE PERIOD ▼

Fiscal Year: 2020-2021

District: (890) SOUTH ORANGE

Quarter Ended: (Q1) Sep 30, 2020

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2017-18	Actual 2018-19	Actual 2019-20	Projected 2020-2021

### I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

A.	<b>Revenues:</b>				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	264,707,731	284,299,584		297,782,513
A.2	Other Financing Sources (Object 8900)	3,953,307	6,348,762		8,341,000
A.3	<b>Total Unrestricted Revenue (A.1 + A.2)</b>	268,661,038	290,648,346		306,123,513
B.	<b>Expenditures:</b>				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	195,156,187	198,914,613		227,635,744
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	68,226,257	75,442,806		96,881,948
B.3	<b>Total Unrestricted Expenditures (B.1 + B.2)</b>	263,382,444	274,357,419		324,517,692
C.	<b>Revenues Over(Under) Expenditures (A.3 - B.3)</b>	5,278,594	16,290,927		-18,394,179
D.	<b>Fund Balance, Beginning</b>	55,889,977	61,168,571		76,701,545
D.1	Prior Year Adjustments + (-)	0	0		0
D.2	<b>Adjusted Fund Balance, Beginning (D + D.1)</b>	55,889,977	61,168,571		76,701,545
E.	<b>Fund Balance, Ending (C. + D.2)</b>	61,168,571	77,459,498		58,307,366
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	23.2%	28.2%		18%

**II. Annualized Attendance FTES:** This data is being captured in CCFS-320 and is no longer required here.

G.1	Annualized FTES (excluding apprentice and non-resident)				
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**III. Total General Fund Cash Balance (Unrestricted and Restricted)**

		As of the specified quarter ended for each fiscal year			
		2017-18	2018-19	2019-20	2020-2021
H.1	Cash, excluding borrowed funds		62,240,666	61,406,535	57,410,113
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	52,880,605	62,240,666	61,406,535	57,410,113

**IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:**

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	<b>Revenues:</b>				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	297,782,513	297,782,513	21,893,009	7.4%
I.2	Other Financing Sources (Object 8900)	8,341,000	8,341,000	0	
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	306,123,513	306,123,513	21,893,009	7.2%
J.	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	227,635,744	227,635,744	41,485,585	18.2%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	96,881,948	96,881,948	172,744	0.2%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	324,517,692	324,517,692	41,658,329	12.8%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-18,394,179	-18,394,179	-19,765,320	
L	Adjusted Fund Balance, Beginning	76,701,545	76,701,545	76,701,545	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	58,307,366	58,307,366	56,936,225	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	18%	18%		

**V. Has the district settled any employee contracts during this quarter?**

**NO**

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed?

This year?

NO

Next year?

NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

**TO:** Board of Trustees

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

**RE:** |SOCCCD: Monthly Financial Status Report |

**ACTION:** Information

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**BACKGROUND**

Unrestricted General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

**STATUS**

The reports display the adopted budget, revised budget and transactions through September 30, 2020 (EXHIBIT A). A review of current revenues and expenditures for FY 2020-21 show they are in line with the budget.

These first reports are through the first quarter since the FY 2020-21 budget was adopted on September 21, 2020.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

Unrestricted General Fund Income and Expenditure Summary

As of September 30, 2020

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>BEGINNING BALANCE</b>		<b>\$ 76,701,545</b>	<b>\$ 76,701,545</b>	<b>\$ 76,701,545</b>	100.00%
<b>SOURCES OF FUNDS</b>					
REVENUES:					
SCFF Revenue	Various	\$ 166,459,092	\$ 166,459,092	\$ 8,058,798	4.84%
Basic Aid		90,717,217	90,717,217	4,391,900	4.84%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	23,605,375	24,745,434	760,221	3.07%
Other Local Sources	8800-8899	17,000,829	15,860,770	8,682,090	54.74%
Total Revenue		297,782,513	297,782,513	21,893,009	7.35%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 80,000	\$ 80,000	\$ -	0.00%
Incoming Transfers	8980-8989	8,261,000	8,261,000	-	0.00%
Total Other Sources		8,341,000	8,341,000	-	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<b>306,123,513</b>	<b>306,123,513</b>	<b>21,893,009</b>	7.15%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 87,144,343	\$ 87,123,042	\$ 17,841,339	20.48%
Classified Salaries	2000-2999	47,847,091	47,867,130	7,303,401	15.26%
Employee Benefits	3000-3999	67,226,053	67,227,315	11,663,551	17.35%
Supplies & Materials	4000-4999	1,720,647	1,721,117	333,624	19.38%
Services & Other Operating	5000-5999	23,445,174	23,444,704	4,250,305	18.13%
Capital Outlay	6000-6999	252,436	252,436	93,365	36.99%
Total Expenditures		227,635,744	227,635,744	41,485,585	18.22%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ 612,744	\$ 612,744	\$ 172,744	28.19%
Basic Aid Transfers Out	7300-7399	96,269,204	96,269,204	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		96,881,948	96,881,948	172,744	0.18%
<b>TOTAL USES OF FUNDS</b>		<b>324,517,692</b>	<b>324,517,692</b>	<b>41,658,329</b>	12.84%
<b>SURPLUS / (DEFICIT)</b>		<b>(18,394,179)</b>	<b>(18,394,179)</b>	<b>(19,765,320)</b>	
<b>ENDING FUND BALANCE</b>		<b>\$ 58,307,366</b>	<b>\$ 58,307,366</b>	<b>\$ 56,936,225</b>	
COMPONENTS OF ENDING BALANCE					
Assigned Reserve, Economic Uncertainties		\$ 14,514,720	\$ 14,514,720		
Assigned Reserve, Basic Aid		18,143,443	18,143,443		
Nonspendable Fund Balance		-	-		
Restricted Fund Balance		-	-		
Assigned Fund Balance		-	-		
Unassigned Fund Balance		25,649,203	25,649,203		
		<u>\$ -</u>	<u>\$ -</u>		

NOTE: As of September 30, 2019 actual revenues to date were **8.61%** and actual expenditures to date were **15.38%** of the revised budget to date.

**SADDLEBACK COLLEGE**

Unrestricted General Fund Income and Expenditure Summary  
As of September 30, 2020

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>BEGINNING BALANCE</b>		<b>\$ 17,644,104</b>	<b>\$ 17,644,104</b>	<b>\$ 17,644,104</b>	100.00%
<b>SOURCES OF FUNDS</b>					
REVENUES:					
SCFF Revenue	Various	\$ 89,539,100	\$ 89,539,100	\$ 4,334,864	4.84%
Basic Aid		-	-	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	6,702,145	6,702,145	327,902	4.89%
Other Local Sources	8800-8899	7,088,944	7,088,944	3,710,897	52.35%
Total Revenue		103,330,189	103,330,189	8,373,663	8.10%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 48,574	\$ 48,574	\$ -	0.00%
Incoming Transfers	8980-8989	4,231,000	4,231,000	-	0.00%
Total Other Sources		4,279,574	4,279,574	-	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<b>107,609,763</b>	<b>107,609,763</b>	<b>8,373,663</b>	7.78%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 51,525,643	\$ 51,525,643	10,794,799	20.95%
Classified Salaries	2000-2999	21,193,436	21,193,436	3,264,372	15.40%
Employee Benefits	3000-3999	27,876,252	27,876,252	6,635,150	23.80%
Supplies & Materials	4000-4999	774,043	774,043	165,523	21.38%
Services & Other Operating	5000-5999	8,872,511	8,872,511	862,871	9.73%
Capital Outlay	6000-6999	153,436	153,436	76,683	49.98%
Total Expenditures		110,395,321	110,395,321	21,799,398	19.75%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ 172,744	\$ 172,744	\$ 172,744	100.00%
Basic Aid Transfers Out	7300-7399	-	-	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		172,744	172,744	172,744	100.00%
<b>TOTAL USES OF FUNDS</b>		<b>110,568,065</b>	<b>110,568,065</b>	<b>21,972,142</b>	19.87%
<b>SURPLUS / (DEFICIT)</b>		<b>(2,958,302)</b>	<b>(2,958,302)</b>	<b>(13,598,479)</b>	
<b>ENDING FUND BALANCE</b>		<b>\$ 14,685,802</b>	<b>\$ 14,685,802</b>	<b>\$ 4,045,625</b>	
COMPONENTS OF ENDING BALANCE					
Assigned Reserve, Economic Uncertainties		\$ -	\$ -		
Assigned Reserve, Basic Aid		-	-		
Nonspendable Fund Balance		-	-		
Restricted Fund Balance		-	-		
Assigned Fund Balance		-	-		
Unassigned Fund Balance		14,685,802	14,685,802		
		<u>\$ -</u>	<u>\$ -</u>		

NOTE: As of September 30, 2019 actual revenues to date were **10.48%** and actual expenditures to date were **20.31%** of the revised budget to date.



**IRVINE VALLEY COLLEGE**

Unrestricted General Fund Income and Expenditure Summary  
As of September 30, 2020

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>BEGINNING BALANCE</b>		<u>\$ 9,507,557</u>	<u>\$ 9,507,557</u>	<u>\$ 9,507,557</u>	100.00%
<b>SOURCES OF FUNDS</b>					
REVENUES:					
SCFF Revenue	Various	\$ 57,437,199	\$ 57,437,199	\$ 2,780,712	4.84%
Basic Aid		-	-	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	4,336,004	4,336,004	212,121	4.89%
Other Local Sources	8800-8899	9,911,885	9,911,885	4,869,459	49.13%
Total Revenue		<u>71,685,088</u>	<u>71,685,088</u>	<u>7,862,292</u>	10.97%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 31,426	\$ 31,426	\$ -	0.00%
Incoming Transfers	8980-8989	3,000,000	3,000,000	-	0.00%
Total Other Sources		<u>3,031,426</u>	<u>3,031,426</u>	<u>-</u>	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<u>74,716,514</u>	<u>74,716,514</u>	<u>7,862,292</u>	10.52%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 33,805,874	\$ 33,805,874	\$ 6,804,734	20.13%
Classified Salaries	2000-2999	15,742,551	15,742,551	2,281,994	14.50%
Employee Benefits	3000-3999	20,517,953	20,517,953	4,412,019	21.50%
Supplies & Materials	4000-4999	789,067	789,537	162,168	20.54%
Services & Other Operating	5000-5999	6,368,626	6,368,156	497,551	7.81%
Capital Outlay	6000-6999	-	-	-	0.00%
Total Expenditures		<u>77,224,071</u>	<u>77,224,071</u>	<u>14,158,466</u>	18.33%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ -	\$ -	\$ -	0.00%
Basic Aid Transfers Out	7300-7399	-	-	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		<u>-</u>	<u>-</u>	<u>-</u>	0.00%
<b>TOTAL USES OF FUNDS</b>		<u>77,224,071</u>	<u>77,224,071</u>	<u>14,158,466</u>	18.33%
<b>SURPLUS / (DEFICIT)</b>		<b>(2,507,557)</b>	<b>(2,507,557)</b>	<b>(6,296,174)</b>	
<b>ENDING FUND BALANCE</b>		<u>\$ 7,000,000</u>	<u>\$ 7,000,000</u>	<u>\$ 3,211,383</u>	
COMPONENTS OF ENDING BALANCE					
Assigned Reserve, Economic Uncertainties		\$ -	\$ -		
Assigned Reserve, Basic Aid		-	-		
Nonspendable Fund Balance		-	-		
Restricted Fund Balance		-	-		
Assigned Fund Balance		-	-		
Unassigned Fund Balance		<u>7,000,000</u>	<u>7,000,000</u>		
		<u>\$ -</u>	<u>\$ -</u>		

NOTE: As of September 30, 2019 actual revenues to date were **11.03%** and actual expenditures to date were **18.92%** of the revised budget to date.

**TO:** Board of Trustees

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

**RE:** Reports from Administration and Governance Groups

**ACTION:** None

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

Speakers are limited up to two minutes each.

Chancellor  
Irvine Valley College President  
Saddleback College President

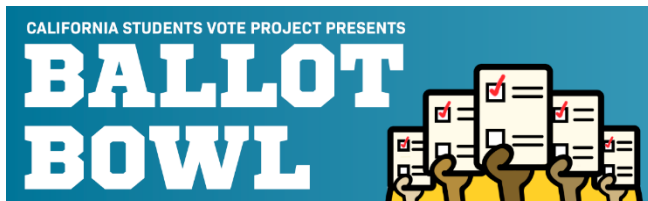


**DATE:** September 29, 2020  
**TO:** Members of the Board of Trustees  
**FROM:** Chancellor Kathleen F. Burke, Ed.D.  
**SUBJECT:** District Services Report for October 19, 2020 Board of Trustees Meeting

### Spring Semester Plans Shared District-wide

On September 23, I released a [message](#) to all faculty and staff about the decision to maintain the majority of spring semester classes and services online through the 2021. The needs of the students; and the health and safety of students, employees, and the community; guide our decisions for operations throughout the District, therefore, the teleworking status will also remain in effect for the majority of employees through the spring semester until May 31, 2021. I encouraged faculty and staff to remain in contact with their direct supervisor regarding work assignments, schedules, and work location. For staff and faculty that may need to come into the offices to conduct their work, I encouraged a review of the [Return to Work Guidelines](#) and to confirm the review of the guidelines with their supervisors.

### Ballot Bowl



Both Irvine Valley College and Saddleback College are participating in the Ballot Bowl, a statewide initiative that involves our colleges joining the California Community College system, UC system, CSU system, and more than 45 public and private California institutions in a competition to determine which campus can activate the most students to register to vote. Students have until the voter registration deadline of October 19, [to register to vote and participate in the ballot bowl](#). To make sure Irvine Valley College and Saddleback College are given credit for each voter registration, students will be asked to designate their college system and campus on page 3 of the Voter Registration Application. Students can help our colleges to win the Ballot Bowl, by simply registering to vote today! Please encourage students to get involved and remain engaged. Information about voter registration information, voting options, and even paid poll worker positions are available on both college websites. Be sure to register to vote and make your plan to vote by November 3!

### Update to District Title IX Web Page

No sex discrimination, no sexual assault.

**TITLE IX**

The District Human Resources Department under the leadership of Dr. Cindy Vyskocil and with the support of Ettie Graham, Karen Dubert, and Erin Pollard have made significant changes to the Title IX page on the district website. The information upholds the District's commitment to providing protections against discrimination on the basis of gender. On the updated page, viewers can find information about supportive measure options and a new incident report form. To view, please click on the link -

[http://www.socccd.edu/humanresources/hr\\_titleix\\_home.html](http://www.socccd.edu/humanresources/hr_titleix_home.html)

### Flu Shots Made Available

As we continue to navigate our daily lives with the integration of mask-wearing, hand washing, and maintaining safe distances, we are finding ways to continue the incorporation of other healthy practices. Part of taking care of ourselves includes preparing for the flu. Thanks to the Orange County Healthcare Agency, IVC's Health and Wellness Center offered two drive-thru [flu vaccine clinics on October 7 and October 14](#), from 9 am to 3 pm and Saddleback offered a drive-thru clinic on [October 8 from 10am-2pm](#). Flu shots were free of charge to IVC students and employees and were administered by HWC medical staff.



## District Services' Priya Jerome Receives Procurement Professional - 2020

### Congratulations Priya!



South Orange County  
Community College District



The Foundation for California Community Colleges (Foundation), and the Southern California Community Colleges Procurement Association (SCCCPA) honored Priya Jerome, Executive Director of Procurement South Orange County Community College District, with the **2020 Procurement Professional of the Year** award during the annual California Community Colleges Purchasing Conference on Tuesday September 22, 2020. She joins five (5) other southern California inductees from previous years.

The Procurement Professional of the Year award recognizes exemplary service, impactful

contributions, and the collaborative spirit towards the elevation of the California Community Colleges procurement profession. Awardees are nominated by peers, and qualifications are thoughtfully reviewed by an evaluation committee of peers. Priya was honored by Angela Musial of Antelope Valley College, who also serves as the SCCCPC Chairperson, who read the following nomination letter:

*This year's award goes to Priya Jerome, she has been a part of our procurement community for more than 10 years, and has consistently been held in high regard throughout that time because she consistently strives for excellence and creates a climate of continuous improvement. Priya mentors other administrators and staff to lead and inspire.*

*Priya is an effective contributor and representative to the Foundation, SCCCPC, CCFC and SWACC. Her knowledge-sharing is demonstrated by her ability to share and present thoughts, ideas and opportunities as she has done many times at Purchasing Conferences in statewide and regional committees, and in helping guide the CollegeBuys program for the system. She is quick to help others and always willing to provide guidance, templates, and documents.*

*Priya is one of our system's go-to people because of her approachability, and because we've come to expect that the job will be done if she is part of the effort. She can quickly identify and troubleshoot difficult issues we all have to navigate through. With her expertise, positive leadership, and vision, she instilled a guiding philosophy of excellence in all she accomplishes.*

*And for these reasons and more, Priya Jerome is our 2020 Southern California Procurement Professional of the Year.*

Congratulations to Priya. We are all very proud of you, your team and the work you have done for the benefit of all in SOCCCD.



**TO:** Kathleen F. Burke, EdD, Chancellor, and Members of the Board of Trustees

**FROM:** John C. Hernandez, PhD, President

**DATE:** October 8, 2020

**SUBJECT:** **President's Report for the October 19, 2020 Board of Trustees Meeting**

## **The Office of Student Life Hosts Fall Virtual Club Day**



The Office of Student Life held a very successful Club Day virtually for the fall semester. Over 250 students RSVPd for the event and approximately 100 students were in attendance. Twenty-six clubs each submitted a creative, 90-second video; leveraged the chat for students to interact; had club officers speak on their club's behalf; did interactive Kahoot games where winners received Irvine Valley College (IVC) swag; and

concluded with breakout rooms with guiding icebreaker questions for participants to meet other IVC students in small groups. Students were very interactive and engaged with one another; many shared how much they appreciated this virtual space for community building. The event was recorded and will be posted online; all attendees received the slides. Student survey feedback has been great, and many students stuck around until the very end. In fact, they did not want to leave! A special thank you to Zoraida Quiroz, Student Development Office Assistant, and Yea Ju Chang, Inter-Club Council Chair, for all of their work in helping to make this event a success.



## **IVC Latinx Heritage Month Featured by COLEGAS**

The Office of Student Equity assembled a robust offering of campus virtual events, resources, and learning opportunities in honor of Latinx Heritage Month. On September 16, they were pleased to see IVC's Latinx Heritage Month content featured on Instagram by the state-level California Community Colleges Organización de Latinx Empowerment, Guidance, Advocacy for Success (COLEGAS). The team is pleased to be highlighted by COLEGAS, as they are highly selective in who they choose to endorse. Additionally, this allowed IVC's Latinx Heritage Month programming to receive the benefit of being promoted to COLEGAS' statewide Latinx-advocating audience. Latinx Heritage Month is observed annually from September 15 to October 16 in recognition of the many achievements and contributions of the Latinx community.

## **Virtual Tour in Progress for IVC Website**

Irvine Valley College has partnered with EAB to develop a virtual tour of the campus. After extensive research by marketing, outreach, and the international student program, it was concluded that given the current status with COVID-19, there is an immediate need to develop a professional and comprehensive virtual campus tour to augment an in-person IVC campus tour. This need is also in the State Chancellor's new plan released recently, which calls for dynamic online web presence experiences for students to find information and access to assistance. The virtual experience has long been on the wish list of many departments, but now with the outbreak of the coronavirus this is a critical need as the campus continues to face new challenges in recruiting many student populations including high schools, international students, non-traditional students, and the community at large. The virtual tour will premiere on the college website this fall.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:  
Barbara J. Jay, Timothy Jemal, David B. Lang, Marcia Milchiker, T.J. Prendergast III, Terri Whitt Rydell, James R. Wright  
Kathleen F. Burke, Ed.D., Chancellor • John C. Hernandez, Ph.D., President, Irvine Valley College

**Irvine Valley College Invited to Participate in NASA Planning Grant**

Irvine Valley College, in partnership with three other community colleges and with California State University, San Bernardino as the lead institution, has received an award from the office of NASA STEM Engagement for a four-month planning grant in the amount of \$49,995. The project, Partnerships for Recruitment, Retention, Research and Mentoring for Engineering Excellence and Success (P3RMEES), is intended to broaden minority participation in engineering at minority-serving institutions (MSIs). The project partners will examine obstacles and identify intervention solutions focused on attrition, self-efficacy, affordability, engineering literacy, and gender.

Professor Alec Sims and Grants Analyst Rachel Manders will work alongside representatives from Victor Valley College, Riverside Community College, California State University, San Bernardino, and California State Polytechnic State University, Pomona. All are minority serving institutions, serving low income and first-generation student populations. Other members of the team will include representatives from the Community College Association of Mathematics and Engineering Science Achievement (MESA) Directors, Cobblestone Applied Research and Evaluation, Inc., and the NASA-Armstrong Flight Research Center. Project outcomes will include NASA STEM engagement; new partnerships; evidence-based recruitment strategies to attract and retain underrepresented minorities; mentors; and unique engineering pathways. This planning grant will lay the foundation in preparation for response to a full solicitation, tentatively scheduled to be released in Fall 2020.

**Marketing and Creative Services Listed as Finalist in 2020 NCMPR Medallion Awards**

Congratulations are in order to the Marketing and Creative Services Department. The team is a finalist in the 2020 NCMPR Medallion Awards and has been recognized in seven categories: Viewbook, Notes/Cards/Invitations, Logo Design, Computer-Generated Illustration, Television/Video Advertisement, Novelty Advertising, and Social Media. The 2020 NCMPR Medallion Awards Ceremony will be held virtually in light of the pandemic and social distancing guidelines.

Respectfully Submitted,



John C. Hernandez, PhD  
President





## **SADDLEBACK COLLEGE**

28000 Marguerite Parkway • Mission Viejo, CA 92692  
949.582.4500 • [www.saddleback.edu](http://www.saddleback.edu)

TO: Members of the Board of Trustees  
Chancellor Kathleen F. Burke, Ed.D.

FROM: Dr. Elliot Stern, President

SUBJECT: Report for October 19, 2020 Board of Trustees Meeting

### **Saddleback Participates in Ballot Bowl to Encourage Student Voter Registration**

As of October 5, two hundred forty-three Saddleback students have registered to vote, placing the college sixth among all California Community Colleges in the Ballot Bowl, a state-wide competition to encourage student voter registration.

Saddleback has encouraged participation in the Ballot Bowl on its online election information center located on the homepage of the college website, which can also be accessed by visiting [www.saddleback.edu/vote](http://www.saddleback.edu/vote). The site offers information on voter registration, voting options, and how to apply for a poll worker position with the Orange County Registrar of Voters. Multiple announcements have been sent via email and the college's social media platforms to promote participation in the upcoming election.

### **College Assists in Virtual South County Emergency Preparedness Summit**

The annual Orange County Emergency Preparedness Summit was held virtually this year, and officials called on Saddleback for help.

Presented by OC Supervisor Lisa Bartlett, OC Health Care Agency, OC Sheriff's Department, OC Fire Authority, and Southern California Edison, the hour-long virtual summit was produced at our television studio, with Ryan Brook coordinating the visits and video sessions for the presenters, and Matt Brodet and Randy Van Dyke producing the videos. Supervisor Bartlett acknowledged their extensive efforts and the college in her introduction in the video.

The Summit features timely and informative presentations on emergency preparedness during the age of Covid-19, plus an update on decommissioning San Onofre Nuclear Generating Station. [Click here to view the webinar](#).

### **Mascot Discussions – Next Steps**

At the end of September, Saddleback wrapped up three mascot discussions that were held with employees, students, and community members to discuss whether the college mascot should be retired and replaced.

While more than 100 employees attended the first 90-minute discussion, the majority of attendees did not get a chance to speak. As such, we are planning a fourth forum for employees only, with a date to be determined.

After the fourth discussion, President Stern will ask each of our shared governance groups - Academic Senate, Classified Senate, and Associated Student Government - to pass resolutions in support of retiring or retaining the Gaucho as the college mascot. The issue will then go to Consultation Council for discussion in mid- to late November.

### **Foundation Virtual Gala Scheduled for November 20**

The Saddleback College Foundation's annual gala, "Dream Big @ Home," will be held on Friday, November 20 at 6:30 pm, and will support the urgent needs of our students who are facing financial emergencies and non-academic barriers to success. The virtual gala will feature four inspiring student videos, a silent and live auction, and Fund a Need. Tickets are free and we invite everyone at the College and District to join us.

To encourage participation, all who register online for a free Golden Ticket will be entered into a drawing for a chance to win a vacation at a value of \$2,000. Additional Golden Ticket chances can be purchased for \$50 each, three for \$100 and eight for \$250. The winner will be announced during the Gala.

Please visit [www.saddleback.edu/foundation/gala](http://www.saddleback.edu/foundation/gala) to register.

### **Promise Program Data Shows Successful Student Outcomes**

A data analysis of Promise Program Cohorts 1 and 2 shows significant outcomes in cumulative GPA, units earned, transfer-level English and math completion, persistence, and credential completion, and that LatinX and low-income Promise students outperform their non-Promise counterparts.

Some of the highlights of the data reveal the following:

Cohort 1:

Cumulative GPA: 3.0 (Promise), 2.6 (Non-Promise, Matched)

Transfer-level English Completion: 89% (Promise), 72% (Non-Promise, Matched)

Transfer-level Math Completion: 65% (Promise), 48% (Non-Promise, Matched)

Cohort 2:

Cumulative GPA: 3.0 (Promise), 2.7 (Non-Promise, Matched)

Transfer-level English Completion: 87% (Promise), 67% (Non-Promise, Matched)

Transfer-level Math Completion: 59% (Promise), 42% (Non-Promise, Matched)

[Click here for a full analysis of matched comparisons for Promise Program Cohorts 1 and 2.](#)

### **Math Students Meet the Challenge of AB 705**

The Math Department has entered its second year of AB 705 implementation and is successfully helping students complete their transfer-level math requirements. AB 705 took effect in 2018 and requires that community colleges maximize the probability that a student will enter and complete transfer-level coursework in English and math within a one-year timeframe. Honoring the AB 705 mandate, the MSE Division and Math Department worked diligently so that all students – regardless of their prior placement status – have the ability to enroll in transfer-level math.

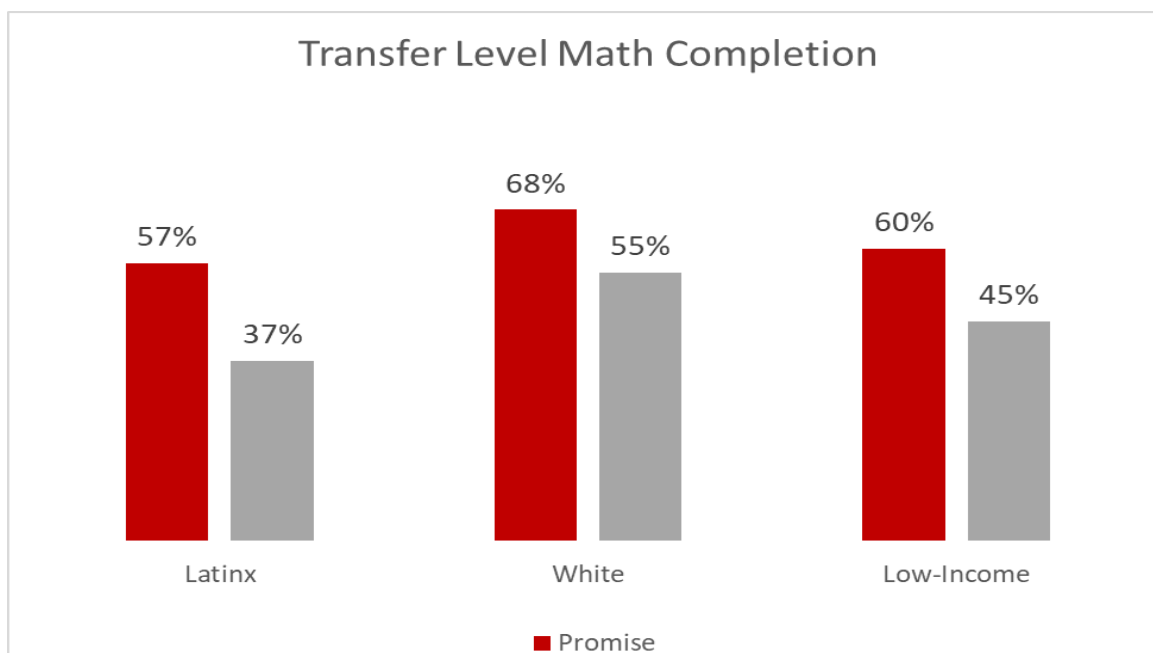
Data shows that students made huge gains in the Fall '19 and Spring '20 semesters. Looking at the critical cohort of first-time college students, the percentage of students completing transfer-level math in their first year jumped from 16% in Fall '18- Spring '19 to 23% in Fall '19-Spring '20. This is a remarkable achievement, considering that the percentage of students completing math in their first



year consistently ranged from only 14 to 17%, going back as far as Fall '14.

Interventions have also been implemented to close the achievement gap. Math Department co-chairs Lisa Silveira and Jonathan Luque worked with Student Services colleagues on the Promise Program to follow up with students who were at risk of not completing transfer-level math in their first year, coordinated with the Tutoring Center to message students needing help, and participated in various Promise Program information sessions.

After two years, Promise Program Cohort 1 students completed transfer-level math at a significantly higher rate compared to a matched cohort (65% compared to 48%), and the achievement gap has narrowed for low-income and Latinx students in the Promise Program. For Latinx students, 57% completed transfer-level mathematics in two years, versus only 37% of the matched cohorts of non-Promise Latinx students – an impressive 20% difference. For low-income students, 60% completed transfer-level mathematics in two years compared to only 45% of the matched cohorts of non-Promise low-income students – a difference of 15%.



### **Chemistry Students Return to Campus for Laboratory Instruction**

The Mathematics, Science, and Engineering Division and Chemistry Department welcomed students back to campus for laboratory instruction on Monday, October 5.

To give students the ability to have critical hands-on experience conducting experiments, 10 sections of General and Organic Chemistry will have on-campus laboratory instruction scheduled for the next 8 weeks.

The Mathematics, Science, and Engineering Division and the Chemistry Department have spent the last several months preparing for this return, with Department Chair Teresa Bear, Senior Lab Technicians Thu Ha Nguyen and Jason Allen, Instructional Programmer Bruce Lee, collaborating on the effort. Safety measures were implemented to ensure proper social distancing.

### **Automotive Technology Students Return to Campus**

The Saddleback Auto Tech program returned from COVID-19 hiatus for classes that were identified as “Hard to Convert” labs for State of California essential jobs. Students were brought back in smaller cohorts and are performing modified labs that reinforce instruction. Where possible, the labs are being held outdoors so that the program can support social distancing for safe interaction with other students, faculty, and staff.

After use, tools and work areas are sanitized and prepped for the next batch of students. Students share that they are thrilled to return to campus and appreciate the opportunity to perform the skills they have learned online.

### **Safety Videos Produced for Students Returning to Campus**

To provide students with information on what to expect when returning to campus, the staff at Channel 39 produced videos explaining the point of entry, health screening, PPE, and other essentials for a safe in-person learning experience. Thank you to Randy Van Dyke for his extensive efforts in the production of these helpful and professional videos!

[Click here to view the videos.](#)

### **Trainings Offered to Prevent Zoom Bombings**

The Faculty Center and Technology Services coordinated to offer trainings to help faculty and staff avoid Zoom Bombings. Two sessions were offered to faculty and classified staff and management on October 6 and 7, and focused on reviewing strategies and settings to avoid unwanted visitors and content during Zoom meetings.

### **College Hosts Flu Vaccine Clinic**

Saddleback College co-sponsored a flu vaccination clinic with the City of Mission Viejo, Orange County Health Care Agency, and Supervisor Lisa Bartlett. The clinic was held on October 8 and was open to employees, students, and the community.

### **Counseling Services Update**

Historical Black College and Universities

On September 28, thirty Saddleback College counselors received training in the State Chancellor’s Office Historically Black College and Universities (HBCU) program. Facilitated by CCCCCO HBCU Director Helen Young, these Saddleback counselors are now certified to help our students with access to 39 MOUs with HBCUs, many of which offer in-state tuition rates to our students; application fee waivers for up to four HBCUs; additional HBCU support, such as college tours and connections to local HBCU alumni; and ongoing HBCU training and updates.

WOW! Mid-Semester Week of Workshops

In an effort to keep current students engaged outside of the classroom and welcome our new second eight-week students, faculty and classified staff offered 24 workshops to support students including Let's Talk FAFSA, Tips for Success in online Math, Let Your Personality Guide You to New Careers, and many other engaging topics. For more than six years, Saddleback College has hosted WOW, but this was the first time we added a mid-semester check-in! All workshops were held virtually.

High School Conference

Just over 100 area high school counselors and high school staff were invited to the annual High School Conference on October 21. This year's program will feature information on Freshman Advantage, Promise Program, transfer, and dual enrollment. In addition, the program featured the launch of our

college's Guided Pathway efforts to our high school partners. No longer confined to just one big multipurpose room, breakout sessions in Zoom made it possible for many more college departments to speak directly about their programs.

### **District-wide Transfer Event Draws Over 600 Participants**

Saddleback and Irvine Valley College partnered to host the district's first virtual transfer college fair on September 15. The collaboration offered breakout sessions and one-on-one chats for approximately 600 students from within the district and other colleges to learn more about transfer opportunities.

More than 100 colleges and universities were represented at the event, including those from the CSU and UC systems, Historically Black Colleges and Universities, and out-of-state and international universities. Some examples include Princeton, UC Berkeley, CSU Fullerton, USC, ASU, Tuskegee University, and the American University of Paris.

The SOCCCD Fall 2020 Virtual Transfer College Fair Committee members are:

Roya Aminzadeh (Saddleback College, Transfer Center/Honors Counselor); Barbara Benavides (Saddleback College, Senior Transfer Center Specialist); Armando Garcia (Irvine Valley College, Senior Transfer Center Specialist); and Tuan Nguyen (Irvine Valley College, Transfer Center Coordinator/Counselor).

### **October Arts Events**

Live at Home Series

*Saddleback Arts: Live at Home* began October 1 as Scott Farthing joined Theatre Arts Department Chair Bill McGuire and new Theatre Arts Associate Faculty member Shadi Ghaheri. They discussed how Saddleback Theatre is innovating through this new virtual age and the impact of the quarantine on the theatre community across the country. Professor Ghaheri will be directing the first Fall 2020 Theatre production of Caryl Churchill's *Love and Information* and showing how technology is helping Saddleback students create a wonderful and new theatre experience. You can view this episode at [www.saddleback.edu/arts](http://www.saddleback.edu/arts).

Students Given Green Screen Technology for Virtual Performances

Saddleback Theatre Arts students are jumping into rehearsals for their virtual production of Caryl Churchill's brilliant *Love and Information*. Theatre Arts Faculty and Staff have devised a brilliant plan to allow students to be able to still have productions, even in a virtual environment by using green screen technology, VMix software and an entirely new way of approaching Theatre. Through the support of the College, each student was loaned a green screen, webcam, portable lighting and a lap top computer to have completely virtual rehearsals and performances. *Love and Information* will be live streamed beginning October 30 through November 8. Please see [www.saddleback.edu/arts](http://www.saddleback.edu/arts)

Art Gallery Virtual Show

The Saddleback Art Gallery is currently running their virtual show *Art for a Future Future* featuring the work of the FAMT Faculty and Staff. Included in the show are works by Erin O'shea, Veronica Obermeyer, Ben Ferrell, Barbara Holmes, Laura Haight, Lissy Selvius, Adam Boggs, Ryan Even, Jim Langford, Ken Chan, Richard Ewing, Chris Collins, Sergio Rebia, Kaleeka Bond, Stephanie Leonard, and James Galindo. This show was curated and designed by Gallery Director Barbara Holmes. To see the virtual show, please visit <https://www.saddleback.edu/fa/All-Arts-Events> and click on *Art for a Future Future*.

### Jazz Faculty in Concert

The Saddleback College Music Department will present its first virtual concert, *Saddleback Jazz Faculty in Concert*, directed by Music Department Co-Chair Joey Sellers. The performance will be available on demand through Saddleback Art's streaming service through the end of the semester. Visit <https://www.saddleback.edu/fa/All-Arts-Events> to find the link to this fantastic concert filmed live in the McKinney Theatre.

### Student Life Opportunities Continue

Although life has been different since coronavirus, that doesn't mean we can't come together as a campus community. The Student Development Office wants to ensure that opportunities continue to enable students to connect and socialize during this time, and has planned a wide variety of virtual events and programs during the fall semester. From social events to workshops to clubs, there are many ways to participate in campus life. Ongoing involvement opportunities and programs include clubs and organizations, Associated Student Government, leadership workshops, and civic and voter education events.

Upcoming events for the fall semester:

Ted Talk Tuesdays Every Tuesday at 12pm

October 2: CCCSAA Student Leadership Conference

October 5-9: Voter Education Week

October 6: Digital Caricatures

October 7: Club Rush and Involvement Fair

October 14: Coffeehouse Series featuring Sungbeats - Beatboxer and Live Looper

October 19-23: Undocumented Student Action Week

October 21: Coffeehouse Series featuring Angie K – Singer Songwriter

October 29: Zombie Escape Room

November 4: Ebony Sterwart Workshop Sexual Health and Self Esteem or Writing Workshop

November 5: Coffeehouse Series featuring Ebony Stewart - Spoken Word Poetry

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'ES', is written over a light blue horizontal line.

Elliot Stern  
President