



## Meeting of the Board of Trustees

October 29, 2018

### **CALL TO ORDER: 4:00 P.M.**

#### **1.0 PROCEDURAL MATTERS**

##### **1.1 Call to Order**

##### **1.2 Public Comments**

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

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

- 1.3 Consideration of Action on Student Matters Pursuant to Education Code Section 72122: (1) student expulsion; (2) student petition to Board of Trustees

- 1.4 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (3 matters)

- A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (3 matters)

- 1.5 Conference with Labor Negotiators (Government Code Section 54957.6)

- A. Faculty Association (FA)

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

- B. Classified School Employees Association (CSEA)

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

- C. Police Officers Association (POA)

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

- 1.6 Conference with Real Property Negotiators (GC Section 54956.8)

- A. Lease of Real Property:

Agency Designated Negotiator: South Orange County

Community College District – Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller)

Lease of Property by District: Approximately 24.4 acres of real property located at 1600, 1610, 1620 and 1630 Valencia Avenue and 1602 and 1606 Victory Road, Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP Site).

Negotiating Parties: Prospective lessees, including warehouse and distribution businesses, private educational agencies, and health care industries.

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)(2),(1)(e)) (1 potential case)
  - B. Anticipated Litigation (Government Code Section 54956.9(d)(2) or (3).) (2 potential cases)
- 1.8 Consideration of Action on Student Matters Pursuant to Education Code Section 72122
  - A. Student Expulsion
  - B. Student Petition to Board of Trustees

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

### **2.0 PROCEDURAL MATTERS**

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

#### **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 complete a yellow form entitled, "Request to Speak" and submit it to the board's*



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

### **3.0 REPORTS**

- 3.1 Oral Reports: ***Speakers are limited to up to two minutes each.***
- A. Board Reports
  - B. Chancellor's Report (*Written Report included*)
  - C. College Presidents' Reports (*Written Reports included*)
  - D. Associated Student Government Reports (*Written Report included*)
  - E. Board Request(s) for Reports

### **4.0 DISCUSSION ITEMS**

None

### **5.0 CONSENT CALENDAR ITEMS**

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes.**  
Approve minutes of a Regular Meeting held on September 24, 2018 and Special Meeting held on September 29, 2018.
- 5.2 **Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year.**  
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2019-2020 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.3 **SOCCCD: Irvine Valley College Professional Services Agreement for Interpreting Services, Amendment No. 02, Goodwill Industries of Orange County.**  
Approve Amendment No. 02 with Goodwill Industries of Orange County for providing interpreting services for hearing impaired students of Irvine Valley College for \$200,000 effective July 1, 2018 to June 30, 2019.
- 5.4 **SOCCCD: Grant Award from the California Community College Chancellor's Office to Irvine Valley College, Veterans Resource Center Grant Program.**  
Approve the award from the California Community Colleges Chancellor's Office for the Veterans Resource Center Grant Program for \$200,000 effective October 1, 2018 through December 31, 2021.
- 5.5 **Saddleback College and Irvine Valley College: Speakers.**  
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.

- 5.6 **Saddleback College: Revised Curriculum for the 2018-19 and 2019-20 Academic Years.**  
Approve the proposed curriculum changes for the 2018-19 and 2019-20 academic years at Saddleback College.
- 5.7 **SOCCCD: Saddleback College Educational Services Agreement for Community Education Before and After School Experience, Amendment No. 01, wikiTHINK.**  
Approve Amendment No. 01 with wikiTHINK to provide Community Education programs for a total amount not to exceed \$110,000 for services provided from July 1, 2018 through June 30, 2020.
- 5.8 **SOCCCD: Saddleback College Educational Services Agreement for Community Education, Amendment No. 01, Good Times Travel.**  
Approve Amendment No. 01 with Good Times Travel to provide Community Education programs at an amount not to exceed \$160,000 for services provided from July 1, 2018 through June 30, 2019.
- 5.9 **SOCCCD: Student Out of State Travel.**  
Approve the college student out of state travel for the participants, date, location and costs.
- 5.10 **SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus.**  
Approve the sale or disposal of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction, and/or donate, recycle or dispose of items.
- 5.11 **SOCCCD: Trustees' Requests for Attending Conferences.**  
Approve trustees' requests for attending conference(s).
- 5.12 **SOCCCD: Budget Amendment: Adopt Resolution No.18-27 to Amend FY 2018-2019 Adopted Budget.**  
Adopt Resolution No. 18-27 to amend the budget as listed.
- 5.13 **SOCCCD: Transfer of Budget Appropriations.**  
Ratify the transfer of budget appropriations as listed.
- 5.14 **SOCCCD: Change Orders/ Amendments.**  
Ratify the change orders and amendments as listed.
- 5.15 **SOCCCD: Purchase Orders and Checks.**  
Ratify the purchase orders and checks as listed.
- 5.16 **SOCCCD: Contracts.**  
Ratify contracts as listed.

## **6.0 GENERAL ACTION ITEMS**

- 6.1 **SOCCCD: Board of Trustees Board Policy Subcommittee.**  
Approve and establish a Board Policy Subcommittee consisting of three board members to review and propose board policies.
- 6.2 **SOCCCD: Board of Trustees Goals 2018-2019.**  
Approve proposed goals for the period commencing July 2018 through December 2019.
- 6.3 **SOCCCD: Irvine Valley College Barranca Entrance Project, Adopt Resolution No. 18-29, Authorization of Acquisition of a Landscape Easement, Southern California Edison.**  
Adopt Resolution No. 18-29 to authorize acquisition of a landscape easement, from Southern California Edison for the Irvine Valley College Barranca Entrance project.
- 6.4 **SOCCCD: Irvine Valley College Barranca Entrance, Grant of Easement, and Purchase and Sale Agreement, Southern California Edison.**  
Approve the Grant of Easement and the Purchase and Sale agreement with Southern California Edison for the Irvine Valley College Barranca Entrance project, for a contract value of \$7,200, and authorize the Chancellor and/or designee to make necessary changes to fully execute completion of the transactions.
- 6.5 **SOCCCD: Grant Award from the California Community College Chancellor's Office to Irvine Valley College, Awards for Innovation in Higher Education.**  
Approve the award from the California Community Colleges Chancellor's Office for the Awards for Innovation in Higher Education grant for \$2,000,000 and authorize the Vice Chancellor of Business Services to enter into this agreement.
- 6.6 **SOCCCD: Saddleback College Community Education License to Use Agreement, FLS International Intensive English Program.**  
Ratify the License to Use Agreement between Saddleback College and FLS International at a rental rate of \$10,243 per month and approve the final renewal option to extend the term for an additional one (1) year from June 20, 2018 through June 19, 2019.
- 6.7 **SOCCCD: Saddleback College Public Relations/Advertising Consulting Services for Orange County Regional Strong Workforce Program, Amendment No. 02, Interact Communications, Inc.**  
Approve Interact Communications, Inc. Amendment No. 02 for Saddleback College Public Relations/Advertising Consulting Services for Orange County Strong Workforce Program in the amount of \$1,000,000 for a new contract value not to exceed \$2,190,500 and exercise the option to extend the term for an additional one year from January 1, 2019 through December 31, 2019.

- 6.8 **Saddleback College: Access Control Project, Construction Management Services, Bernards.**  
Approve the Bernards agreement for Construction Management Services, for the Saddleback College Access Control project, for a not to exceed amount of \$399,968, for the period covering November 1, 2018 through December 31, 2019.
- 6.9 **SOCCCD: Travel Contract for Study Abroad Program to Oxford, England for Saddleback College Students, American Institute for Foreign Study.**  
Approve the Saddleback College Study Abroad Program to Oxford, England, for March 14, 2019 to May 17, 2019, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the American Institute for Foreign Study for coordinating all travel agreements.
- 6.10 **SOCCCD: Award of Contract for Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans, MIG, Inc.**  
Approve the award of contract to MIG, Inc. to provide Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans for a cost not to exceed \$234,675 for a contract period of November 1, 2018 through December 31, 2019.
- 6.11 **SOCCCD: ReNew Apartments, Amendment No. 1 to the Amended and Restated Ground Lease, FPA4 Promenade, LLC.**  
Approve Amendment No. 1 to Amended and Restated Ground Lease and approve a motion to authorize the execution by the Chancellor and/or the Vice Chancellor of Business Services of Amendment No. 1 and any other documents necessary to carry out the terms thereof.
- 6.12 **SOCCCD: Advanced Technology and Education Park – Temporary Fencing Project, Award of Bid No. 25, Amtek Construction.**  
Approve award of Bid No. 25, ATEP Temporary Fencing project and approve the agreement with Amtek Construction, in the amount of \$783,333.
- 6.13 **SOCCCD: Adopt Resolution No. 18-26, Authorizing Crestron Audio Visual Equipment as the Single Source Standard for Procurement District-wide.**  
Adopt Resolution No. 18-26 authorizing Crestron audio visual equipment as the single source standard for procurement district-wide.
- 6.14 **SOCCCD: Adopt Resolution No. 18-28, Authorizing the Purchase of Audio Visual Equipment through the Los Angeles Community College District Master Agreement 40366 with Golden Star Technology Inc. dba GST.**  
Adopt Resolution No. 18-28, authorizing the purchase of audio visual equipment through the Los Angeles Community College District Master

Agreement 40366 with Golden Star Technology Inc. dba GST with an active term through November 1, 2021.

- 6.15 **SOCCCD: Board Policy Revision: BP-100 The South Orange County Community College District, BP-104 Student Member of the Board of Trustees, BP-128 Board Agendas, BP-130 Public Participation at Board Meetings, BP-164 Board Member Compensation, BP-166 Health Benefits - Board Members, BP-4075 Health and Welfare Benefits for Former Board of Trustees, BP-168 Board Member Travel, BP-170 Board Member Absence from the State, BP-3001 Delegation of Authority, BP-3004 Public Records, BP-3005 Designation of Authorized Signatures, BP-3200 Purchasing, Contracts and Bids, BP-3220 Institutional Membership in Organizations, BP-3510 Lost Money or Property, BP-3605 Employee Travel Program, BP-4001 Institutional Code of Ethics, BP-4040 Institutional Code of Conduct, BP-4078 Industrial Accident or Illness Leave, BP-5510 Student Accident Insurance, BP-6100 Curriculum.**

Approve the board policies as listed.

- 6.16 **SOCCCD: Board Policy Revision: BP-134 Decorum, BP- 154 Conflict of Interest, BP-158 Political Activity, BP-1600 Public Communications, BP-2100 Delegation of Authority to the Chancellor, BP-3002 Audits, BP-3003 Fiduciary Responsibilities and Ethics, BP-3115 Conflict of Interest, BP-3207 Drivers for District-Sponsored Activities, BP-3450 Traffic and Parking Regulations, BP-3500 Claims Against the District, BP-4000.9 Conflict of Interest, BP-4009 Drivers for College-Sponsored Activities, BP-4211 Retirement Benefits for Administrators and Classified Management Personnel, BP-5619 Advanced Placement Examination Program.**

Accept for review and study the board policies as listed.

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

Ratify new personnel appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Approval for Revision to Job Description, Approval of Contract of Employment for Dean, Approval of Contract for Assistant Dean, Resignation/Retirement/Conclusion of Employment.

- 6.18 **SOCCCD: Academic 2019 – 2020 Tenure Track Hiring Authorization.**

Ratify the college faculty hiring lists as shown in Exhibit A and B for the 2019-2020 academic year.

- 6.19 **SOCCCD: Faculty Conversion to Canvas One-Time Stipends.**

Ratify Academic Employee Personnel Actions.

- 6.20 **SOCCCD: Classified Personnel Actions – Regular Items.**

Ratify New Personnel Appointments, Authorization to Establish and

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

- 6.21 **SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items.**  
Ratify Non-Bargaining Unit Employee Personnel Actions, Authorization to Revise the Classified Temporary Non-Bargaining Unit Salary Schedule, Volunteers.
- 6.22 **SOCCCD: Recess to Public Hearing - District Initial Proposal for Article 2 to the California School Employees Association (CSEA) Chapter 586**  
The Board will conduct a public hearing to provide an opportunity for the public to comment on the District's initial proposal for Article 2 to SOCCCD California School Employees Association for the purpose of negotiations, pursuant to Government Code Section 3547 (c).
- 6.23 **SOCCCD: Final Action in Public Session – Irvine Valley College Student Discipline.**  
Pursuant to Education Code section 72122, following consideration in closed session, the Board of Trustees will take final action in public session regarding a recommendation for expulsion of a student.
- 6.24 **SOCCCD: Final Action in Public Session – Saddleback College Student Petition.**  
Pursuant to Education Code section 72122, following consideration in closed session, the Board of Trustees may take final action in public session regarding a student petition to the Board of Trustees.
- 6.25 **SOCCCD: SOCCCD Police Officers Association (POA) – Tentative Agreements for Articles 3, 5, 6, 8, 9, and 21**  
Approve the Police Officers Association Tentative Agreements between the District and POA, as ratified by POA in an election concluded October 23, 2018.

## **7.0 REPORTS**

- 7.1 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting.**  
None
- 7.2 **Saddleback College and Irvine Valley College: Speakers.**  
A listing of speakers for events and/or classes at Saddleback College and

Irvine Valley College.

- 7.3 **SOCCCD: Facilities Plan Status Report.**  
Status of current construction projects.
- 7.4 **SOCCCD: Monthly Financial Status Report.**  
The reports display the adopted budget, revised budget and transactions through September 30, 2018.
- 7.5 **SOCCCD: Retiree (OPEB) Trust Fund.**  
Report for period ending August 31, 2018.
- 7.6 **SOCCCD: Quarterly Financial Status Report.**  
Report for period September 30, 2018.
- 7.7 **SOCCCD: Basic Aid.**  
Report for period ending September 30, 2018.

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

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

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

## **9.0 ADDITIONAL ITEMS**

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

**TO:** Board of Trustees

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

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

**ACTION:** Approval

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Minutes from:

September 24, 2018 Regular Meeting of the Board of Trustees (Exhibit A) and  
September 29, 2018 Special Meeting of the Board of Trustees (Exhibit B)

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 24, 2018**

**PRESENT**

Members of the Board of Trustees:

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

**Administrative Officers:**

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

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

**1.0 PROCEDURAL MATTERS**

**1.1 Call to Order**

**1.2 Public Comments**

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

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

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (5 matters)**
  - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (5 matters)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)**
  - A. Faculty Association (FA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
  - B. Classified School Employees Association (CSEA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
  - C. Police Officers Association (POA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8)**
  - A. Exchange of Property:
- 1.6 Conference with Legal Counsel (Government Code Section 54956.9)**
  - A. Pending Litigation (Government Code Section 54956.9(d)(2), (e)(1).)
    - 1. Carol Wassmann v. SOCCCD
    - 2. Afia Smith v. SOCCCD
    - 3. Scott Wilford et al v. National Education Association of the United States, SOCCCD et al:
  - B. Anticipated Litigation (Government Code Section 54956.9(d)(2) and (e)(2).) (2 potential cases)
    - 1. Claims made by former nursing student

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

**2.0 PROCEDURAL MATTERS**

**2.1 Actions Taken in Closed Session**

There were no actions taken in closed session.

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

**2.3 Pledge of Allegiance**  
**Led by Trustee Terri Whitt**

**2.4 Public Comments**

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

Two public comments regarding the upcoming Candidate Forums hosted by the Saddleback College Pre-Law Society on Wednesday, September 26 from 11:30-2:30 p.m. at the McKinney Theatre.

On a motion made by Trustee Wright and seconded by Trustee Jay, the board recessed the regular meeting to commemorate Saddleback College 50<sup>th</sup> Anniversary with a celebratory cake cutting photo op. The motion was approved on a 7-0 vote.

### **3.0 REPORTS**

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

A. Board Reports

B. Chancellor's Report (Written Report included)

Written Report

C. College Presidents' Reports (Written Reports included)

Irvine Valley College Written Report

Saddleback College Written Report

D. Associated Student Government Reports (Written Report included)

ASIVC Written Report

E. Board Request(s) for Reports

### **4.0 DISCUSSION ITEMS**

4.1 Saddleback College and Irvine Valley College: Student Success Scorecard for Community Colleges

A presentation on performance indicators for Saddleback College and Irvine Valley College.

Item 4.1

Exhibit A  
PowerPoint Presentation

An overview of the Student Success Scorecard statewide indicators was presented by Denice Inciong, District Director of Research, Planning, and Data Management, Jennifer Klein, Director of Research, Planning and Accreditation, Saddleback College, and Loris Fagioli, Director of Research, Planning and Accreditation, Irvine Valley College.

**5.0 CONSENT CALENDAR ITEMS**

Trustee Whitt requested to remove item 5.5 and 5.6 and Trustee Jemal requested to remove item 5.17 from the consent calendar for separate discussion and action.

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

- 5.1 SOCCCD: Board of Trustees Meeting Minutes  
Approve minutes of a Regular Meeting held on August 27, 2018. (Exhibit A)

Item 5.1  
Exhibit A

- 5.2 Saddleback College: Revised Curriculum for the 2018-19 and 2019-20 Academic Years  
Approve the proposed curriculum changes for the 2018-19 and 2019-20 academic years at Saddleback College.

Item 5.2  
Exhibits A-C

- 5.3 Saddleback College and Irvine Valley College: Accreditation Follow-up Reports  
Approve the Accreditation Follow-up Reports prepared by the colleges.

Item 5.3  
Exhibits A-B

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

Item 5.4  
Exhibit A

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

Authorize filing the Notice of Completion for the Saddleback College Landscape and Marquees project to Patriot Contracting and Engineering, Inc., for a final contract amount of \$1,977,618.

Item 5.5  
Exhibit A

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

- 5.6 SOCCCD: Saddleback College TV Station Installation Project, Notice of Completion, Patriot Contracting and Engineering, Inc.  
Authorize filing the Notice of Completion for the Saddleback College TV Station Installation project to Patriot Contracting and Engineering, Inc., for a final contract amount of \$2,232,978.

Item 5.6  
Exhibit A

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

- 5.7 SOCCCD: Saddleback College Education Service Agreements for Community Education Before and After School Experience, Amendment No. 01, Academic Chess.  
Approve Amendment No. 1 with Academic Chess to provide Community Education programs at an amount not to exceed \$115,000 per fiscal year for services provided from July 2, 2018 through June 30, 2020, as seen in EXHIBIT B.

Item 5.7  
Exhibit A

- 5.8 SOCCCD: Irvine Valley College Library Building Waterproofing Project, Notice of Completion, Otero Construction, Inc.  
Authorize filing the Notice of Completion, for the Irvine Valley College Library Building Waterproofing project to Otero Construction, Inc., for a final contract amount of \$330,493.60.

Item 5.8  
Exhibit A

- 5.9 SOCCCD: Irvine Valley College Parking Lot 3 Improvements Project, Notice of Completion, Amtek Construction.  
Authorize filing the Notice of Completion for the Irvine Valley College Parking Lot 3 Improvements project to Amtek Construction, for a final contract amount of \$87,333.

Item 5.9  
Exhibit A

- 5.10 SOCCCD: Out of State Student Travel.  
Approve the college' student out of state travel for the participants, date, location and costs as listed.

Item 5.10  
Exhibit A

- 5.11 SOCCCD: Cogeneration and Central Utility Plant Operation Services, Veolia Energy Solutions, LLC.  
Approve the Contract for Cogeneration and Central Utility Plant Operation, Maintenance, and Environmental Compliance Services with Veolia Energy Solutions, LLC for a term of three months with a fixed total contract value of \$134,051 commencing on October 1, 2018.

Item 5.11  
Exhibit A

- 5.12 SOCCCD: Agreement for the Operations of Before and After School and Summer Enrichment, Activities, and Camps Program, Capistrano Unified School District.  
Approve the Community Education agreement with Capistrano Unified School District for a total of three (3) years from July 1, 2018 through June 30, 2021.

Item 5.12  
Exhibit A

- 5.13 SOCCCD: Privilege Access Management Hardware, Software, and Implementation Services Purchase, BeyondTrust.  
Approve the purchase of hardware, software, and implementation services from BeyondTrust using value added reseller PCM-G leveraging the CMAS contract. The amount will not exceed \$260,000 (including any incidentals).

Item 5.13  
Exhibits A-B

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

Item 5.14  
Exhibits A-F

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

Item 5.15  
Exhibits A-C

- 5.16 SOCCCD: Contracts.  
Ratify contracts as listed.

Item 5.16



Exhibits A-B

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

Item 5.17  
Exhibit A

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

**6.0**     **GENERAL ACTION ITEMS**

- 6.1     SOCCCD: Biennial Ethics Training & Trustee Travel and Compensation  
Approve annual individual travel expenditures of the chancellor and  
trustees and approve report of all district compensation received by each  
trustee during the 2017-18 fiscal year.

Item 6.1  
Exhibits A-B

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

- 6.2     SOCCCD: Saddleback College Stadium and Site Improvement Project,  
Change Order No. 3, PCL Construction Services, Inc.  
Approve Board Change Order No. 3 for the Saddleback College Stadium  
and Site Improvement project and authorize staff to execute the  
corresponding change order with PCL Construction Services, Inc.,  
resulting in an increase of \$1,367,114, for a revised contract total of  
\$52,267,204.

Item 6.2  
Exhibit A

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

- 6.3     Saddleback College: Grant Award, Collaborative Research: NSF  
INCLUDES Alliance: STEM Core Expansion  
Approve the award to Saddleback College from the National Science  
Foundation for \$8,819,760 for Program Announcement NSF 18-529, over  
a five year period from September 1, 2018 through August 31, 2023.

Item 6.3  
Exhibits A-B

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

- 6.4      SOCCCD: Grant Award, Saddleback College Veteran's Resource Center Program  
Approve the award from the California Community Colleges Chancellor's Office from the Veterans Resource Center Program grant to Saddleback College in the amount of \$200,000 for the period of October 1, 2018 through December 31, 2021.

Item 6.4  
Exhibits A-C

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

- 6.5      SOCCCD: Service Desk Hardware/Software, Inventory Management, and Patch Management System, Ivanti, Inc.  
Approve the contract with Ivanti, Inc. for the purchase of software licenses, hosting services, and implementation service for a cost not to exceed \$729,104.88 for a contract period of September 28, 2018 through September 27, 2023.

Item 6.5  
Exhibits A-I

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

- 6.6      SOCCCD: Microsoft Campus Licenses Agreement for District-wide Microsoft Software Use, ComputerLand of Silicon Valley.  
Approve the use of the existing FCCC ComputerLand of Silicon Valley agreement for the Microsoft Campus License Agreement for the remaining two (2) years of the three (3) year term, October 1, 2018 through September 30, 2020, at a cost not to exceed \$350,000 per year.

Item 6.6  
Exhibit A

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

- 6.7      SOCCCD: Board Policy Revision: BP-100 The South Orange County Community College District, BP-104 Student Member of the Board of Trustees, BP-106 Board Elections, BP-128 Board Agendas, BP-130 Public Participation at Board Meetings, BP-164 Board Member Compensation, BP-166 Health Benefits - Board Members, BP-4075 Health and Welfare Benefits for Former Board of Trustees, BP-168 Board Member Travel, BP-170 Board Member Absence from the State, BP-3001 Delegation of Authority, BP-3004 Public Records, BP- 3005 Designation of Authorized Signatures, BP-3200 Purchasing and Contracts, BP-3220 Institutional Membership in Organizations, BP-3510 Lost Money or



Property, BP-3605 Employee Travel Program, BP-4001 Personal Use of Public Resources, BP-4040 Institutional Code of Conduct, BP-4078 Industrial Accident and Illness Leave, BP-5510 Student Accident Insurance, BP-6100 Curriculum.

Accept for review and study the board policies as listed.

Item 6.7  
Exhibits A-V

A correction was made to Exhibit E, Board Policy 130.

On a motion made by Trustee Wright and seconded by Trustee Jay, this item was accepted for review and study on a 7 - 0 vote.

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

Item 6.8  
Exhibit A

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

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

Item 6.9  
Exhibit A

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

- 6.10     SOCCCD: Classified Personnel Actions - Regular Items  
Ratify New Personnel Appointments, Authorization to Establish and Announce Classified Position(s), Reorganizations, Change of Status, Out-of-Class Assignments for Positions that are Vacant During Recruitment for Permanent Appointments, Out-of-Class Assignments, Resignation/Retirement/Conclusion of Employment.

Item 6.10  
Exhibit A

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

- 6.11     SOCCCD: Non-Bargaining Unit Personnel Action - Regular Items  
Ratify Non-Bargaining Unit Employee Personnel Actions.

Item 6.11  
Exhibit A

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

- 6.12    SOCCCD: District Initial Proposal to the California School Employees Association and its Chapter 586  
Accept for review and study the District's initial proposal to the California School Employees Association Chapter 586 for the purpose of negotiations.

Item 6.12  
Exhibit A

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

- 6.13    SOCCCD: Planning Services for State Chancellor's Office Submittals, Facilities Planning & Programming Services, Inc.  
Approve the Planning Services for the State Chancellor's Office Submittal agreement with Facilities Planning & Programming Services, Inc., for a total contract amount not to exceed \$1,555,000 for the period September 24, 2018 through September 23, 2023.

Item 6.13  
Exhibits A-B

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

**7.0    REPORTS**

- 7.1    SOCCCD: Staff Response to Public Comments from Previous Board Meeting  
A public comment was made at the August 27 board meeting regarding emeritus status. The request has been forwarded to the Academic Senates for review and discussion.

Item 7.1

- 7.2    SOCCCD: 2019 Teacher of the Year Recognition Ceremony  
Information on OC Teachers of the Year program. The honorees from SOCCCD are Kenneth Lee, Horticulture Instructor from Saddleback College and Kari Tucker-McCorkhill, Psychology Instructor from Irvine Valley College.

Item 7.2

- 7.3    Saddleback College and Irvine Valley College: Speakers

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

Item 7.3  
Exhibit A

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

Item 7.4  
Exhibit A

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

- 7.5      SOCCCD: Monthly Financial Status Report.  
The reports display the adopted budget, revised budget and transactions  
through July 31, 2018 and August 31, 2018.

Item 7.5  
Exhibits A-B

- 7.5      SOCCCD: Monthly Financial Status Report.  
The reports display the adopted budget, revised budget and transactions  
through July 31, 2018 and August 31, 2018.

- 7.6      SOCCCD: Retiree (OPEB) Trust Fund.  
Report for period ending July 31, 2018.

Item 7.6  
Exhibit A

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

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

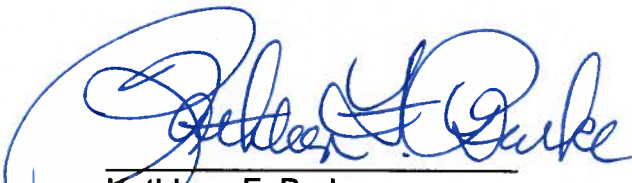
- I. Saddleback College Classified Senate
- J. Police Officers Association

Item 8.0

**9.0 ADDITIONAL ITEMS**

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

The meeting was adjourned at 8:27 p.m.



Kathleen F. Burke  
Secretary, Board of Trustees

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

**MINUTES OF THE SPECIAL BOARD OF TRUSTEES' MEETING  
September 29, 2018**

**PRESENT**

Members of the Board of Trustees:

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

Also present for the duration of the meeting were:

Kathleen F. Burke, Chancellor  
Ann-Marie Gabel, Vice Chancellor, Business Services  
Denice Inciong, District Director Research, Planning and Data Management  
Denise Kirwan, Consultant, Tracks Global Business Consulting  
Cindy Viskocyl, Vice Chancellor of Human Resources  
Robert Bramucci, Vice Chancellor of Technology and Learning Services

**CALL TO ORDER: 8:00 A.M.**

**1.0 PROCEDURAL MATTERS**

**1.1 Call To Order**

**1.2 Public Comments**

*Members of the public may address the Board on items listed on the agenda. **Speakers are limited to two minutes each.***

One public comment by a Saddleback College faculty member regarding the DRAC model and suggestions about how the colleges should be funded.

**1.3 Invocation**

Led by Trustee Terri Whitt

**1.4 Pledge of Allegiance**

Led by Trustee James R. Wright

## **2.0 DISCUSSION ITEM**

### **2.1 Board of Trustees Self-Evaluation**

Board President Tim Jemal gave introductory remarks and welcomed the board members, consultant and staff in attendance to the annual board self-evaluation retreat. Chancellor Burke introduced Denice Inciong, District Director of Research, Planning and Data Management, who assisted the chancellor in providing data on the Vision for Success of SOCCCD.

Chancellor Burke began with a presentation that covered ACCJC Accreditation Standard IV: Leadership and Governance. The standard integrates ethical and effective leadership throughout the organization and guides the accomplishments of the mission to support institutional effectiveness and improvement. Chancellor Burke focused her presentation on Standard IV. C. Governing Board, substandard 1, 4, 5 and 8.

1. The institution has a governing board that has authority over and responsibility for policies to assure the academic quality, integrity, and effectiveness of the student learning programs and services and the financial stability of the institution (ER 7).
4. The governing board is an independent, policy-making body that reflects the public interest in the institution's educational quality. It advocates for and defends the institution and protects it from undue influence or political pressure. (ER 7)
5. The governing board establishes policies consistent with the college/district/system mission to ensure the quality, integrity, and improvement of student learning programs and services and the resources necessary to support them. The governing board has ultimate responsibility for educational quality, legal matters, and financial integrity and stability.
8. To ensure the institution is accomplishing its goals for student success, the governing board regularly reviews key indicators of student learning and achievement and institutional plans for improving academic quality.

Chancellor Burke presented the proposed Statewide CCC Goals for 2022 as outlined by the State Chancellor's Office's Vision for Success. She emphasized that in order to reach the ambitious system-wide goals proposed, every college in the state will have to do its part. She added that our board should consider aligning their goals with the system wide priorities and goals proposed to ensure that the entire system is moving in a consistent direction.

District Director Denice Inciong assisted Chancellor Burke by presenting initial data on Saddleback College and Irvine Valley College as it aligns with the Vision for Success goals. She explained the data presented for each goal and cautioned that the data was preliminary as the State Chancellor's Office has not released any data for the colleges or the methodology they will use to measure progress going forward. However, Ms. Inciong shared that the colleges have done extensive work in the areas identified in the Vision for



Success and she will be working with the college research offices this year to further develop a standard set of metrics on these goals.

Chancellor Burke ended her presentation by inviting the board to consider the following four relevant questions:

1. What are the issues we must confront in order to serve our mission in the years ahead?
2. What are the different ways of understanding some of these issues?
3. Where should we be in five years?
4. What are we committed to achieving?

Vice Chancellor Ann-Marie Gabel gave a presentation on the DRAC Model. The model is intended to determine revenue for allocation to both colleges and district services. The revenues include: SB 361 calculation, non-resident tuition, other income, EPA revenues, mandated costs, full-time faculty funds and part-time faculty office hours/benefits and local income. She described the Student Centered Funding Formula (SCFF) as the new formula that will align with the Vision for Success, will create outcome based metrics, it will move away from reliance on growth in FTES, will recognize the need for differential funding for students facing barriers and will provide three years of "hold harmless." Vice Chancellor Gabel compared the revenues for DRAC Model versus the Student Centered Funding Formula.

Board members had a healthy discussion, posed a number of questions and offered several suggestions on how to fund the DRAC model.

District Director Denice Inciong led discussion on the results of the board self-evaluation surveys. This year's employee survey (2018) captured responses from 162 employees and out of those surveyed, 104 employees attended or watched at least one board meeting over the last year. Board members reviewed the ratings from the trustee and employee surveys. Ms. Inciong announced that the board survey was completed by all seven trustees. Ms. Inciong provided the board members with a dashboard that compared ratings of the twenty common questions in the board's self-evaluation and the employee evaluations in 2017 and 2018. The board discussed the differential between their ratings and the employee ratings and reviewed the questions that had the biggest gaps and examined the possible reasons for this gap and strategies to address or improve. The board also discussed the implementation of the survey and survey questions. Board members recognized that participation this year was much lower than in 2017 and concluded that it was difficult to interpret the items with the biggest gaps.

The board members agreed on the following action items:

1. Review evaluation instrument to allow for more open-ended comments and further explore areas identified in the discussion of the results.
  - a. Review questions on the evaluation instrument and determine if items can be reduced.
2. Review communication plan to increase participation in the annual board evaluation by employees.

Consultant Denise Kirwan facilitated discussion among the board members as they reviewed the context for the District's Strategic Planning and Goal Setting. The board committed to the following goals for the upcoming year:

1. Increase by at least 5% the number of SOCCCD students who acquire associate degrees, credentials, certificates or specific skill sets that prepare them for an in-demand job.
2. Increase by 10% the number of SOCCCD students transferring to 4-year colleges or universities.
3. Increase the percent of exiting CTE students who report being employed or advanced in their field of study.
4. Decrease the average number of units accumulated by SOCCCD students earning their associates degrees by at least 3%.
5. Research and identify equity gaps and report back to the Board on a plan to reduce achievement gap(s).
6. Maintain life-long learning and emeritus program enrollment at (at least) current levels.
7. Research and identify non-academic barriers and report findings to the Board on strategies to address these barriers.
8. Review the current status of ATEP for the purpose of establishing measurable goals.

Consultant Denise Kirwan led discussion on the 12 Principles of Governance that Power Exceptional Boards as outlined in *The Source* publication. These principles define governance as a creative and collaborative process that supports chief executives, engages board members, and furthers the causes they all serve. The principles provide board members with a vision of what is possible and a way to add lasting value to the organizations they lead. The board identified four principles as areas of focus for this coming year.

1. *Constructive Partnership*: Govern in constructive partnership with the chief executive, recognizing that the effectiveness of the Board and the Chief Executive are interdependent.
2. *Sustaining Resources*: Link bold visions and ambitious plans to financial support, expertise and networks of influence.
3. *Results-Oriented*: Measure the organization's advancement towards the mission and evaluate the performance of major programs and services.
4. *Continuous Learning*: Embrace the qualities of a continuous learning organization, evaluating the Board's own performance and assessing the value the Board adds to the organization.

The Board of Trustees ended the day by proposing the following suggestions for implementation:


1. Implement new board member orientation program.
2. Update or establish board policy on board education
3. Implement new board member orientation within 45 days of taking office.
4. Establish a board member mentor program.



5. Establish a board policy subcommittee or taskforce comprised of three board members to review policies pertaining to the chancellor, board, budget, president search and evaluation of the chancellor.
6. The Board will review the board policies that involve students and will address the policies that have barriers that prevent students from being successful.
7. When a board member has a question(s) about an agenda item, the chancellor will send the answer(s) to all board members.
8. Following the board officer conference call, the chancellor will send all board members the answers to the questions that were addressed during the call.
9. After the agenda is posted, board members will call the chancellor with questions in order for staff to research the questions ahead of time. Board members will call the chancellor first and not the individual who wrote the agenda item.
10. The Board will meet with the chancellor half way through the year to see how things are going and will review the goals and progress being made.

## ADJOURNMENT

The meeting was adjourned at 1:38 p.m.

  
Kathleen F. Burke  
Secretary, Board of Trustees

**TO:** Board of Trustees

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

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

**ACTION:** Approval

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**BACKGROUND**

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

**STATUS**

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

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

**Exhibit A  
Page 1 of 2**

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

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

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

School	Catalog Id	Course Id	Abbreviated Course Title	Action Taken
<b>Arts</b>	14699.00	IMA 90	Organic Modeling	cat desc, prereq from <del>IMA 98</del> to <b>None</b> , sch desc, val
	14590.00	IMA 193	Portfolio Development - 2D motion	Prereq fr <b>ART 85, IMA 20, IMA 96, and IMA 179</b> to <b>ART 85, IMA 20, IMA 96, and IMA 79</b>
<b>BS</b>	14339.00	ENTR 221	Money, Accounting and Finance for Entrepreneurs	moe, SLOs, txt
<b>KHA</b>	9299.05	KNES 85	Introduction to Athletic Training	cat desc, sch desc, lng obj, moe, SLOs, assign, txt
	14160.00	KNES 103	Movement Anatomy	moe, SLOs, assign, txt
	14162.00	KNES 105	Principles of Strength and Conditioning	tps, lng obj, moe, SLOs, assign, txt
	14341.00	KNES 215	Fitness Professional Internship	tps, assign, txt
<b>LLR</b>	255.15	ESL 386	Listening Skills and Note-Taking	dc
	6155.00	SPAN 2	Beginning Spanish II	catr desc, sch desc, prereq add <b>SPAN 1H</b> , txt, val
	6155.50	SPAN 2H	Beginning Spanish II Honors	nc
<b>MCSE</b>	1620.40	CS 1	Introduction to Computer Systems	moe, txt
	4660.15	CS 6B	Computer Discrete Mathematics II	cat desc, sch desc, tps, lng obj, moe, assign, txt, val
	14275.05	CS 10	Introduction to Programming Using Python	cat desc, tps, lng obj, moe, txt
	1730.25	CS 36	C Programming	cat desc, sch desc, tps, assign, txt
	9263.15	CS 37	C++ Programming	cat desc, sch desc, tps, lng obj, moe, assign, txt
	9642.15	CS 38	Java Programming	tps, moe, assign, txt, rec prep
	10805.15	CS 39	C# Programming Using Microsoft.NET	moe, txt, rec prep
	1720.15	CS 40B	Computer Organization and Assembly Language II	cat desc, sch desc, tps, lng obj, moe, assign, txt
	9641.15	CS 50	HTML/XHTML Programming	cat desc, sch desc, tps, moe, assign, txt
	4620.00	MATH 5	Mathematics for Liberal Arts Students	cat desc, sch desc, assign, txt, val
	4660.00	MATH 31	Computer Discrete Mathematics II	cat desc, sch desc, tps, lng obj, moe, assign, txt, val
	11116.10	ELEC 201	Residential Wiring	txt
<b>SBS</b>	13247.10	ELEC 203	Commercial and Industrial Wiring	prereq fr <del>ELEC 201</del> to <b>None</b> , moe, assign, txt
	11141.00	HD 65	Introduction to Child Development in Middle Childhood	ti, cat desc, sch desc, tps, lng obj, moe, assign, txt
	5910.00	HD 120	Child Guidance and Discipline	cat desc, sch desc, tps, lng obj, moe, SLOs, assign, txt
	3785.00	HD 150	Health, Safety and Nutrition of Children	tps, lng obj, moe, assign, txt, val
	10728.00	PSYC 6	Developmental Psychology-Lifespan	tps, lng obj, moe, assign, txt
	5910.00	PSYC 37	Abnormal Behavior	tps, assign, txt, rec prep
	5910.05	PSYC 37H	Abnormal Behavior Honors	sch desc, tps, moe, SLOs, assign, txt
	9371.50	PSYC 100	Psychology as a Major and a Profession	cat desc, SLOs

**TO:** Board of Trustees

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

**RE:** SOCCCD: Irvine Valley College Professional Services Agreement for Interpreting Services, Amendment No. 02, Goodwill Industries of Orange County

**ACTION:** Approval

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### **BACKGROUND**

The California Community College Chancellor's Office has identified Goodwill Industries of Orange County dba DEAFinitely Professional Interpreting Services programs to provide services to students with disabilities. In accordance with federal and state nondiscrimination laws Section 504 and Section 508 of the Federal Rehabilitation Act, it is the responsibility of the college/district to provide its students reasonable accommodations.

On June 27, 2018, SOCCCD, on behalf of Irvine Valley College (IVC), entered into a professional service agreement with Goodwill Industries of Orange County to provide interpreting services for hearing impaired students. The initial contract was for \$50,000 (EXHIBIT C), Amendment No. 01 (EXHIBIT B) was executed to increase the agreement amount by \$45,000 for a total contract value of \$95,000. This increase was to cover additional services to support the growing number of interpreting requests by students.

### **STATUS**

Amendment No. 02 (EXHIBIT A) is required to increase the contract amount by \$105,000 for a new not to exceed amount of \$200,000 to cover the cost of interpreting services for the remainder of the fiscal year.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Amendment No. 02 with Goodwill Industries of Orange County for providing interpreting services for hearing impaired students of Irvine Valley College for \$200,000 effective July 1, 2018 to June 30, 2019.

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



**AMENDMENT NO. 02  
TO THE INTERPRETING SERVICES AGREEMENT  
IRVINE VALLEY COLLEGE**

This Amendment shall modify the original agreement dated June 27, 2018, by and between the South Orange County Community College District ("District"), at 28000 Marguerite Parkway, Mission Viejo, CA 92692, and Goodwill Industries of Orange County, CA dba DEAFinitely Professional Interpreting Services ("Goodwill Industries of Orange County, CA"), at 410 North Fairview Santa Ana, CA 92703. District and Goodwill Industries of Orange County, CA are also referred to collectively as the "Parties" and individually as "Party."

**RECITALS**

WHEREAS, Contract Amendment No. 01 states the not to exceed amount of \$95,000.00;

WHEREAS, the demand for interpreting services has increased and both Parties wish to continue the relationship; and

NOW, THEREFORE, the Parties agree as follows:

Article 3.A. to increase by \$105,000.00 to a not to exceed amount of \$200,000.00; and

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 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 Agreement shall remain in full force and effect.

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

Goodwill Industries of Orange County, CA

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

BY:

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

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

Print Name: Corrine Allen / Debbie Barber

Print Name: Ann-Marie Gabel

Print Title:

Print Title: Vice Chancellor, Business Services

Date:

Date:

Email & Phone:

Email & Phone: (949)582-4405



**AMENDMENT NO. 01  
TO THE INTERPRETING SERVICES AGREEMENT  
IRVINE VALLEY COLLEGE**

This Amendment shall modify the original agreement dated June 27, 2018, by and between the South Orange County Community College District ("District"), at 28000 Marguerite Parkway, Mission Viejo, CA 92692, and Goodwill Industries of Orange County, CA dba DEAFinitely Professional Interpreting Services ("Goodwill Industries of Orange County, CA"), at 410 North Fairview Santa Ana, CA 92703. District and Goodwill Industries of Orange County, CA are also referred to collectively as the "Parties" and individually as "Party."

**RECITALS**

WHEREAS, Contract states the not to exceed amount of \$50,000.00;

WHEREAS, the demand for interpreting services has increased and both Parties wish to continue the relationship; and

NOW, THEREFORE, the Parties agree as follows:

Article 3.A. to increase by \$45,000.00 to a not to exceed amount of \$95,000.00; and

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 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 Agreement shall remain in full force and effect.

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

Goodwill Industries of Orange County, CA

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

*Corrine J Allen*  
Signature of Authorized Representative

BY:

*Priya Jerome*  
Signature of Authorized Representative

Print Name: Corrine Allen / Debbie Barber

Print Name: Priya Jerome

Print Title: *Corrine J Allen*

Print Title: Executive Director, Procurement

Date:

*8/10/18*

Date:

*8/20/18*

Email & Phone:

*deafe@ocgoodwill.org*  
*(714) 547-6308*

Email & Phone: (949)582-4405



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and **Goodwill Industries of Orange County**, ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

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

1. Scope of Service Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work":

Interpreting Services for hearing impaired, Irvine Valley College Students. See Attachment A (Scope of Work/Rate schedule)

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term This Agreement shall commence on July 1, 2018, and shall continue in full force and effect thereafter until and including June 30, 2019 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Payment

A. Amount of Compensation District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Fifty Thousand Dollars Dollars (\$50000.00 ("Contract Amount"). Additional details: .

B. For Reimbursement of Expenses Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.



5. Trademark/Logo Use. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.

8. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

9. Policies & Procedures and Rules & Regulations. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

10. Originality of Services.

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

11. Termination. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

12. Indemnification/Limitation of Liability. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor

shall indemnify, hold harmless, and defend the District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

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

**13. Insurance Requirements.** Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy (ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Risk Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635, before Work is to commence.

**14. Transportation.** Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.

**15. Assignment.** The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

**16. Compliance with Applicable Laws.** The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

**17. Permits/Licenses.** Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

**18. Prevailing Wage.** Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

**19. Professional Practices.** All Work provided pursuant to this Agreement shall be provided in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

**20. Confidentiality.** Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

**21. Employment with Public Agency.** Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

**22. Entire Agreement/Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

23. **Non-Discrimination.** Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

24. **Non-Waiver.** The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

25. **Notice.** All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

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

**Contractor:** Goodwill Industries of Orange County  
Corrine Allen  
410 North Fairview  
Santa Ana, CA 92703  
(714) 547-6308 - X357 / deaf@ocgoodwill.org

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

26. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

27. **Exhibits.** All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

28. **Interpretation.** In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

29. **Conflict of Interest.** Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

30. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

31. **Authority to Execute.** The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

32. **Approval by District's Board of Trustees.** Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

33. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement.

34. **Accessibility of Information Technology.** Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify

and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

35. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
  - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
  - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree

CONTRACTOR

BY:

*Corrine Allen*  
Signature of Authorized Representative

Print Name: Corrine Allen

Print Title: COO

Date:

*6/21/18*

Initiating Department:

Contact Name:

Contact Phone & Email:

Irvine Valley College- DSPS

Nasser Khandan

949-451-5778/ nkhandan@ivc.edu

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

*Priya Jerome*  
Signature of Authorized Representative

Print Name: Priya Jerome

Print Title:

*Exec. Director - Procurement*

Date:

*6/27/18*

Attachment A

**Scope of Work/Rate schedule**

**Compensation:**

For the services provided by GIOC under this Agreement, the Customer will pay to GIOC compensation in the following manner:

- a) The Customer shall pay to GIOC the total amount of \$70.00/per hour with a two-hour minimum per interpreter for services between the hours of 8:00 am thru 5:00 pm.
- b) The Customer shall pay the total amount of \$75.00/per hour with a two-hour minimum per interpreter for service provided between the hours of 5:01 pm to 7:59 am with a two-hour minimum. A fee of \$10.00 per hour for every request received with less than 24-hour notice.
- c) Any assignment over the two-hour minimum will be billed in half hour increments.

**Cancellation of Services:**

- a) The Customer will strive to request interpreters from GIOC with seventy-two (72) hours or more notice to ensure interpreters can be booked. This, however, does not guarantee an interpreter will be booked.
- b) All cancellations made by Customer must be called in to by GIOC with twenty-four (24) hours or more notice. Customer will assume responsibility for payment should this cancellation be requested without proper notice.
- c) Customer will assume payment responsibility should a Consumer fail to attend the requested event in which an interpreter was requested. Customer will not be held responsible to pay for services where an interpreter working for the GIOC fails to "show up" for an assignment.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Grant Award from the California Community College Chancellor's Office to Irvine Valley College, Veterans Resource Center Grant Program

**ACTION:** Approval

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### **BACKGROUND**

California's veteran population is the largest in the nation and approximately 80,000 veterans enroll at California Community Colleges annually. The Irvine Valley College (IVC) Veterans Resource Center applied for an award (RFA No. 18-053) to the California Community Colleges Chancellor's Office (CCCCO) for enhancing the support services provided to students who are current or former members of the U.S. Armed Forces. The proposal addressed the needs of veteran students at risk of educational failure.

### **STATUS**

Irvine Valley College has been awarded a \$200,000 grant from the CCCCCO to enhance veteran services programs by increasing service capacity, coordinating existing services, leveraging resources from external partners, and carefully measuring the results of the program through enhanced program evaluation and reporting. The grant application abstract, as presented in EXHIBIT A, provides pertinent details for the multi-year granting period, October 1, 2018 through December 31, 2021. The award notification and project description are presented in EXHIBITS B and C.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the award from the California Community Colleges Chancellor's Office for the Veterans Resource Center Grant Program for \$200,000 effective October 1, 2018 through December 31, 2021.

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



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
UNIT APPLYING: IRVINE VALLEY COLLEGE**

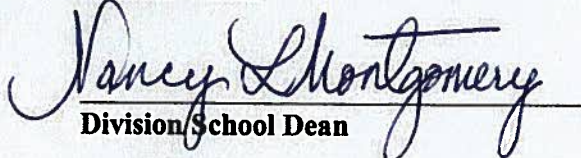
- ( ) GRANT APPLICATION ABSTRACT  
(X) GRANT ACCEPTANCE ABSTRACT  
( ) GRANT RENEWAL ACCEPTANCE ABSTRACT  
( ) REVISIONS TO ACCEPTANCE ABSTRACT

1. **PROJECT TITLE:** California Community Colleges Veterans Resource Center
2. **PROJECT DIRECTOR:** Nancy Montgomery
3. **PROJECT ADMINISTRATOR:** Linda Fontanilla
4. **GRANTOR AGENCY:** California Community Colleges Chancellor's Office (CCCCO)
5. **FUNDING SOURCE:** State of California, Proposition 98 General Fund
6. **STARTING AND ENDING DATES OF THE PROJECT:** 10/01/2018 – 12/31/2021
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**  
Irvine Valley College has received a grant from the CCCCCO to enhance its Veterans Resource/Services Center. The Irvine Valley College Veterans Resource Center project team has developed a program to enhance veterans' services at IVC by increasing service capacity, coordinating existing services, leveraging resources from external partners, and carefully measuring the results of the program through enhanced program evaluation and reporting. The Veteran Resource Center (VRC) serves more than 850 veterans annually.

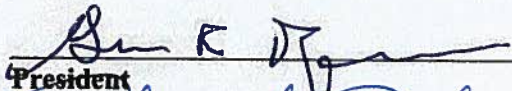
8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$192,308.00	\$	\$7,692.00	\$200,000.00

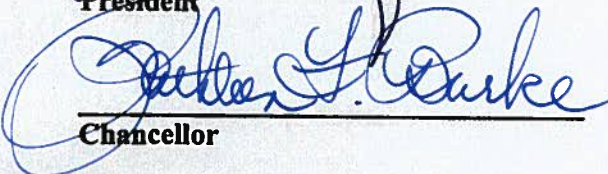
9. **APPROVALS**

  
Division School Dean

  
Vice President of Instruction/Students

  
President

  
Vice Chancellor, Technology & Lrng Serv

  
Chancellor

## EXPENDITURES SUMMARY

The Expenditures Summary should follow the standard expenditure categories as used in the operating budget.

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/College/Vendor)
<b>1000 Certificated Salaries</b>	\$ <u>0.00</u>	\$ _____	_____
<b>2000 Classified Salaries</b>	\$ <u>168,125.00</u>	\$ _____	_____
<b>3000 Benefits</b>	\$ <u>15,813.00</u>	\$ _____	_____
<b>4000 Supplies</b>	\$ <u>1,005.00</u>	\$ _____	_____
<b>5000 Contracted Services and Other Expenses</b>	\$ <u>7,365.00</u>	\$ _____	_____
<b>6000 Capital Outlay</b>	\$ <u>0.00</u>	\$ _____	_____
<b>7000 Other Charges</b> (e.g.: Indirect Costs)	\$ <u>7,692.00</u>	\$ _____	_____
<b>TOTALS</b>	\$ <u>200,000.00</u>	\$ _____	

\*Matching Funds: "In-Kind" matching funds are usually allocations of existing personnel, space, supplies, and equipment.

### PROJECT PERSONNEL (reflects the Expenditure Detail above)

	<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1.	Veterans Project Specialist Categorical	[ ]	[X]	[X]	[ ]
2.	Veterans Tutors Categorical	[ ]	[X]	[X]	[ ]
3.		[ ]	[ ]	[ ]	[ ]

### PARTNERSHIPS (if applicable)

#### Partnership Name/Location \_\_\_\_\_

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit      •Financial

#### Partnership Name/Location \_\_\_\_\_

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit      •Financial



## MEMORANDUM

July 16, 2018

SS&SP 18-24 | Via Email

TO: Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Chief Business Officers  
Academic Senate Presidents  
Veterans Services Directors/Coordinators

FROM: Rhonda Mohr  
Vice Chancellor, Student Services and Special Programs

RE: Formal Notification of Intent to Award Veterans Resource Center Grant Funds

---

This memorandum is a formal notification of the intent to award Veterans Resource Center (VRC) Grant funds to fifty-nine (59) colleges (attached). An additional \$8,488,000 in one-time VRC grant funding was appropriated in the recently signed 2018-19 budget, which allowed for more awardees than originally anticipated. The additional funding will also allow the Chancellor's Office to release a second VRC Grant RFA at some point in the fall. Colleges that did not apply or applied and were not funded via the original RFA. (18-053) will be eligible to apply for the additional round of VRC Grant funds.

VRC Grant applications were reviewed and competitively scored based on meeting minimum required objectives and criteria including project need, response to need, work plan, project management, budget, overall feasibility and sustainability of the project.

Applications were given one of two designations based on the overall score achieved:

1. Funded (F): These proposals will be recommended to the Board of Governors; funding is pending Board approval at its September meeting.
2. Not Eligible (NE): Proposals in this category received less than the minimum overall score (70) required to be eligible for funding.

**PLEASE NOTE:**

Applicants with an asterisk next to their name represent the 30 colleges awarded via the original RFA funding. The other 29 awardees will be funded via the 2018-19 appropriation. It is not known at this time how long the additional 29 awardees will have to expend their funds. *It may be a shorter period of time than what is stated in the RFA.* Once that information is provided, the Chancellor's Office will notify the 29 awardees of the performance period. *At a minimum, the 29 awardees will have until 12/31/2020 to expend their funds.*

Applicants have ten business days from the day this memorandum is posted online, ***Monday, July 30, 2018 at 5:00 pm***, to file an appeal. Please refer to the Request for Applications (RFA 18-053) Section M Grant Appeal Procedures (page 14) for information on filing an appeal. If an appeal is filed during this period, the grants affected will not be awarded until the appeal is resolved. The appeal must specify the grounds of appeal and must be based on the process and/or procedures used in the review and recommendation of application for awards.

The Board of Governors will meet on September 17-18, 2018, to review these recommendations and take final action. Upon approval by the Board of Governors, the Chancellor's Office will contact selected colleges to discuss next steps in the award process.

cc: Michael Quiaoit, Dean, Student Services and Special Programs  
David Lawrence, Specialist, Student Services and Special Programs

Attachment



Intent to Award  
List of Applying Colleges and Funding Status  
Veterans Resource Center Grant Program  
RFA 18-053

COLLEGE	STATUS
Allan Hancock College	F
American River College*	F
Bakersfield College	F
Barstow Community College*	F
Berkeley City College	F
Butte College*	F
Cabrillo College	F
College of Alameda	F
College of the Canyons	F
College of the Sequoias	F
Consumnes River College*	F
Contra Costa College*	F
Crafton Hills College	F
Cuesta College*	F
Cuyamaca College*	F
Cypress College	F
De Anza College	F
Diablo Valley College	F
East Los Angeles College	F
El Camino College	F
Foothill College	F
Fresno City College*	F
Golden West College	F
Grossmont College*	F
Irvine Valley College*	F
LA City College*	F
LA Harbor College	F
LA Mission	F
LA Southwest College*	F
LA Trade Tech*	F

COLLEGE	STATUS
Las Positas College	F
Long Beach City College*	F
Mendocino College	F
Merced College	F
Merritt College	F
Monterey Peninsula College*	F
Moorpark College*	F
Norco College	F
Oxnard College	F
Palomar College*	F
Pasadena City College*	F
Porterville College	F
Reedley College*	F
Sacramento City College*	F
Saddleback College*	F
San Bernardino Valley College*	F
San Diego City College	F
San Diego Mesa*	F
Santa Ana College*	F
Santa Monica College*	F
Santiago Canyon College	F
Shasta College	F
Sierra College*	F
Skyline College	F
Southwestern College*	F
Victor Valley College*	F
West Valley College*	F
Yuba College	F
Antelope Valley College	NE
Copper Mountain College	NE
Ventura College	NE

\*Applicants with an asterisk next to their name represent the 30 colleges awarded via the original RFA funding. The other 29 awardees will be funded via the 2018-19 appropriation. It is not known at this time how long the additional 29 awardees will have to expend their funds. Once that information is provided to the Chancellor's Office we will inform the 29 awardees of the performance period.



# Veterans Resource Center Grant Program Application

Irvine Valley College  
June 25, 2018

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CHANCELLOR'S OFFICE  
CALIFORNIA COMMUNITY COLLEGESDISTRICT: SOUTH ORANGE COMMUNITY COLLEGE DISTRICTCOLLEGE: IRVINE VALLEY COLLEGERFA SPECIFICATION NUMBER: 18-053

# CONTACT PAGE

TO BE COMPLETED BY CCCCCO

Grant Agreement No.: \_\_\_\_\_

Proposal ID No.: \_\_\_\_\_

Funding Status: \_\_\_\_\_

Fiscal Year: \_\_\_\_\_

Funding Source(s): Proposition 98 General FundProject Title: Irvine Valley College Veterans Resource CenterInstitution: Irvine Valley CollegeAddress: 5500 Irvine Center DriveCity: Irvine State: California Zip + 4: 92618-0301**District Superintendent/President** (or authorized Designee)Name: Ann-Marie Gabel Title: Interim Chancellor, SOCCCDPhone: (949) 582-4664 Fax: (949) 347-2472 E-Mail Address: agabel@socccd.edu**College President** (or authorized Designee)Name: Dr. Glenn Roquemore Title: President, Irvine Valley CollegePhone: (949) 451-5632 Fax: (949) 451-5760 E-Mail Address: groquemore@ivc.edu**Responsible Administrator** (Appropriate Program Area)Name: Dr. Linda Fontanilla Title: Vice President, Student ServicesPhone: (949) 451-5624 Fax: (949) 451-5270 E-Mail Address: lfontanilla@ivc.edu**Project Director**Name: Nancy Montgomery Title: Asst. Dean, Health, Wellness & Veterans ServicesPhone: (949) 451-5273 Fax: (949) 451-5393 E-Mail Address: nmontgomery@ivc.edu**Business Officer** (or authorized Designee)Name: Kim McCord Title: Acting Vice Chancellor, Business ServicesPhone: (949) 582-4661 Fax: (949) 347-0390 E-Mail Address: kmccord@socccd.edu**OR Person Responsible for Budget Certification**Name: Betty McClelland Title: Sr. Accounting SpecialistPhone: (949) 582-4673 Fax: (949) 347-0390 E-Mail Address: bmcclelland@socccd.edu

### Need (Statement of Problem)

- a. Description of the problem this proposed grant program will address should the applicant be selected for funding

In 2014, Irvine Valley College (IVC) opened their Veteran Resource Center (VRC) and annually serves over 850 veterans. With two active military bases located within close proximity of the college (Camp Pendleton marine Corps Base and Los Alamitos Joint Army Base), the vast majority of IVC's military student body makeup consists of Marine Corps and Army veterans. Of these students, 78% of the population have served in either the Iraq or Afghanistan conflicts. As the first "boots on the ground", Marines and Army personnel have endured prolonged trauma and stress exposure as the result of war and may suffer lasting physical and psychological injuries that can cause complications within a collegiate setting<sup>1</sup>.

The new Post-9/11 GI Bill, with its enhanced educational provisions, has resulted in increases in college attendance among returning veterans. This influx challenges colleges to support veteran reintegration and provide them with the support they need to achieve their academic goals. California, with its vast military sector, is home to 2.5 million veterans, more than 10% of the national population. Approximately 86,000 – two-thirds of all California veterans enrolled on the GI bill - are enrolled at state's 114 community college sites. Community colleges, with their "open door" enrollment policy, leadership in vocational/training programs, and Troops to College Initiative, are a logical first stop for returning veterans seeking to achieve a certificate or degree, or receive additional training. But for returning veterans, re-entering the education system is just one of many challenges to reintegrating to civilian life others include:

Table 1: Veterans Transitional Challenges	
Challenges	Comments
Physical health/Visible injuries	Medical conditions among IVC veterans include loss of hearing, tinnitus, musculoskeletal complaints and loss of mobility.
Cultural disconnect from non-veterans	Transition and isolation are viewed as two of the biggest barriers to the success of veterans in civilian life.
Post-transition employment	A lack of non-military work experience, or inability to transition military work experience to civilian jobs, are factors that contribute to the high level of unemployment among veterans.
A lack of awareness or information about benefit programs	California's veteran's rank 35 <sup>th</sup> in the nation for securing federal benefits. Over 70% of them are not enrolled in VA Healthcare when they are discharged from military service.

<sup>1</sup> David S. Loughran and Paul Heaton, "Post-Traumatic Stress Disorder and the Earnings of Military Reservists," 2013, RAND National Defense Research Institute.



Systemic barriers to college admissions	Most college admissions are based on high school grade point averages and entrance exam scores.
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All of the obstacles described in Table 1 above pose challenges to academic success for veterans, a traditionally “at-risk” population.

Table 2: Invisible Injuries As Barriers to Veterans’ Success <sup>2</sup>		
Condition	Rate	Effects on Learning
Mental Health Condition Only (Depression or PTSD)	11.2%	From depression: Lack of motivation, profoundly negative thoughts, low energy levels, thoughts of suicide. From PTSD: Flashbacks, intrusive thoughts, irritability, attention deficits, and social withdrawal
Mental Health Condition (Depression or PTSD) combined with Traumatic Brain Injury	11-31%	From co-morbidity: Impaired attention, reduced working memory, reduced information processing speed, impaired long-term retention, sequencing difficulties, poor judgment/decision making skills ( <a href="http://www.ptsd.va.gov">www.ptsd.va.gov</a> ).
Traumatic Brain Injury only	20% (combat, blast injuries)	From TBI only: Cognitive and emotional symptoms include behavioral or mood changes, confusion, and trouble with memory, concentration, attention, or thinking. Common long-term symptoms of moderate to severe TBI are changes in appropriate social behavior, deficits in social judgment, and cognitive changes, especially problems with sustained attention, processing speed, and executive functioning (2)

In order to fully comprehend the barriers IVC student veterans experience, the VRC conducted an initial needs assessment and discovered concerning results. The survey identified 45% of IVC veterans screen positive for post-traumatic stress disorder (PTSD), 40.5% experiencing concerns about depression, and 36.5% expressing concerns with anxiety. Additionally, IVC veterans had an increased need for course remediation (72% for math and 48% for English), lacked personal support systems, had limited financial resources (earning less than \$20,480 annually), and exhausted the vast majority of their G.I. Bill benefit entitlement due to unit accumulation.

Additional survey results revealed compelling needs not only in mental health areas, but also in physical well-being, healthcare, finances and basic living costs. Among IVC veteran students, 61% served in a combat zone or were deployed, 74% served in Operation Enduring Freedom (OEF) and Operation Iraqi Freedom (OIF). Of these veterans, 63% suffered an illness or injury as a result of their service. While 76%

(2)Terri Tanielian & Lisa H. Jaycox, eds, Invisible wounds of war: Psychological and cognitive injuries, their consequences, and services to assist recovery, (Santa Monica, CA: Rand Corporation, 2008), p. 147.

are receiving treatment for their medical conditions, only 57% are using their VA benefits. Other notable findings include the discovery that, 77% have never received assistance from IVC Disabled Students Program, and 4% do not have housing so are essentially homeless now. Consistent with IVC's location close to Marine Corps Base Camp Pendleton, IVC veteran population is predominantly drawn from the Marines with 41% Marine Corps, 24% Army, 24% Navy, 4% Air Force, 4% Coast Guard, and 0% National Guard.

The project need is evident with academic success as it will address the needs of veteran students at risk of **educational failure**. A significant number of veterans fail to persist even for a second semester from Fall 2016 to Spring 2017 reported a 68% persistence rate. Fall 2016 to Spring 2017 was a mere 67% pass rate and shows that veteran students are at risk of educational failure.

*b. Evaluation of past efforts, resources, and/or supports the community college invested in addressing the needs of student veterans and active duty military students.*

Prior to 2014, the IVC VRC served primarily as a "hang-out lounge" for veterans. The center provided no programmatic activities, resources, or support services for the IVC veteran population. Consequently, a program culture aligned around veteran success was non-existent.

In 2014, the VRC began providing student support services, however, most were given on a reactive basis when problems arose. In an effort to be proactive and address the bleak success rates of the IVC student veteran population, our veteran guided pathways was launched during the fall 2015 semester. As a direct result of delivering higher levels of structure and student support, the success rates of our veteran population has shown positive increases.

Overall, the campus veteran population has shown dramatic increases in transfer level math completion, transfer achievement, degrees and certificates awarded, and a decrease in unit accumulation. Furthermore, since acquiring a trained veteran psychologist through U.S. Veterans, a decrease in veteran depression, anxiety, and PTSD rates have occurred. Finally, by integrating structured and timely support services in our VRC with collaborating partners such as the Long Beach VA, Goodwill, Working Wardrobes the number of visits to the VRC has risen significantly.

*c. Description of all needed activities and support services that will be provided with Veterans Resource Center Grant funds.*

Table 3: Needed Activities	
Service	Improvement/Expansion of Capacity and Services
Veteran's Center Activities	This facility currently exists and is ADA compliant. The further improvement and implementation of outreach & development of program support services will be a significant improvement. IVC has already dedicated additional space to this proposed project including a front desk for intake services, a full-time academic counselor, certifying official, a computer lab with 12 computers and 1 printer, study area, private room for counseling and VA Voc

	Rehab from VA on site, designated signage and lounge area.
Coordination with Services	Improved coordination between the VRC and existing support services and departments at IVC. Existing services are currently fragmented, and not easily accessed by veterans newly arrived on campus. Improved and newly created methods for implementation of career counseling and job placement assistance, increase in earning associate degrees, transferring to a four-year university, reducing and eliminating achievement gaps with veteran students will be improved and all services will be offered in the VRC by knowledgeable staff.
Financial Aid	Coordinate with existing services to provide each veteran information with tailored FAFSA enrollment at intake and monthly specifically to veterans and their families.

Table 4: Needed Activities/Supports to Provide (Holistic Approach)	
Service	Improvement/Expansion of Capacity and Services
Peer mentoring/ support groups/Tutoring	Expansion of peer mentoring services as well as support groups dedicated to and staffed by veterans. Small capacity currently exists on campus. Tutoring will be expanded daily with a concentration on Math and English in the VRC.
Collaborating Partner Resources	Expand referrals to outside resources for clothing, food, and housing and provide monthly on-site sources available for veteran specific needs.
Wellness Holistic	Veterans will have access to a medical van on-site from LBVA at IVC 1-2 x/month to assess hearing loss, musculoskeletal complaints, tinnitus, and appointment and enrollment services available to increase accessibility to healthcare.
Counseling/Mental Health and Academic	Expand dedicated mental health counselors to be provided to veterans via Long Beach VA and U.S. Vets program on-site in the VRC. A small capacity currently exists on the IVC campus. Academic Counseling is provided full time.
Staff Development	Enhance and schedule staff development days/events to nurture the creation of a “veteran-friendly” campus culture. Create a supervisor position to improve campus services, outreach to veterans, and provide a consistent role for veteran events, workshops and academic needs.
Campus Support Services	To coordinate with the following areas to provide support services to veteran students: <b>Financial Aid</b> (aid, scholarships, grant information), <b>Counseling</b> (academic, career, personal, provided for veterans), <b>DSPS</b> (learning assistance and services targeting those with PTSD, TBIs, depression, and learning disabilities using assistive technology and specialized software) and accommodations, <b>Distance Education</b> (increased opportunities for veterans out of area), <b>Admissions and Records</b> (designated

	personnel and area for veterans) including priority enrollment, <b>Extended Opportunities Programs/ Services, Transfer Center</b> (how to transfer to university, when to prepare, and information and tours of veteran's services at other campuses), <b>Career Center, Basic Skills</b> (coordinate to provide basic skills and remediation in preparation to succeed in college-level courses and programs and referral to tutoring and support services as needed).
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- d. *Description of the college and district, including demographics, regional characteristics, and experience working with student veterans and active duty military students.*

Irvine Valley College is part of a multi-campus district South Orange County Community College District (SOCCCD) comprised of Irvine Valley College in Irvine, Saddleback College in Mission Viejo and the Advanced Technology & Education Park (ATEP) in Tustin serving over 60,000 students per year and employs over 3000 faculty and staff. IVC was established in 1985 and serves over 14,877 student annually. IVC offers a full complement of programs, from the more traditional liberal arts and sciences to advanced technologies. IVC is the #1 transfer rate in California to four-year universities and IVC is located in Orange County and home to over 3.1 million people, of which 123,000 are veterans (County of Orange, CA Citizens report for the year June 30, 2016). Our college demographics are: African American 2.1%, American Indian/Alaskan Native 0.1%, Asian 27.1%, Hispanic 22.5%, Pacific Islander 0.2%, White 38.3%, unknown 7%. The average age is 20-24 years old 33.9%, followed by 30.4% are less than 20 years old. The average age of our veteran population is 24-34 years old.

- e. *The total number (unduplicated) of student veterans that attended the community college during the Summer 2016, Fall 2016, Winter 2017 (if applicable) and Spring 2017 terms.*

The Director of Research, Planning, and Accreditation at Irvine Valley College, used the following methodology for calculating unduplicated student veterans at our college. We leveraged our student data warehouse, maintained by our district IT office, in producing the count. Students were included in the count if: They were enrolled in at least 1 course as of section census date for the Summer 2016, Fall 2016, or Spring 2017 terms; They have a "Military Student" or "VA Ed Benefits" student characteristic (verified by our Veterans Center), or self-identified as previously served in the military on their college application. As of June 12, 2018, the unduplicated count of veteran students at Irvine Valley college given the above parameters is 614 (see addendum).

- f. *An estimate of the number of student veterans the VRC currently serves annually, and an estimate of the number that will be served should your application be selected for funding.*

Currently the VRC serves over 800-850 veterans annually. With the funds of the grant we will be able to serve over 2000 veterans over the course of the grant.

## Response to Need

- a. *Describe strategies to be employed in response to those needs identified by the community college.*

Below IVC presents the specific strategies to be employed in response to those veteran needs identified by IVC. The approach to meeting the needs of veterans will be covered in four strategies:

**Strategy #1:** Enhance the VRC: Currently such a facility exists, however, development and implementation of a supervisor position and institutional capacity to serve and increase targeted veterans' population needs to be established.

**Strategy #2:** Undertake and complete a network of new and existing campus educational and support services including mental health that are integrated into a unified programmatic offering. Collaborate with external partners to further develop program capacity and scope on site in the VRC.

**Strategy #3:** Hire a Program Specialist and clerical to assist with case management of grades, degrees, achievement gaps, career training and transfer rate improvement.

**Strategy #4:** Hire and identify qualified tutors specifically for Math and English areas of study where veterans are falling behind.

- b. *Describe the community college's readiness to implement needed activities and support services identified in the need statement,*

Table 5: Needs Addressed/College Readiness	
<b>Veterans' Health Needs:</b> Approximately 31% of troops returning from Iraq and Afghanistan have a mental health condition or report experiencing traumatic brain injury (TBI). Other medical conditions among IVC veterans include loss of hearing, tinnitus, musculoskeletal issues and/or loss of mobility.	<b>Wellness:</b> In the area of wellness, a holistic approach will be implemented and services will include referral to such on and off campus resources as: Student Wellness Center, Disabled Students Programs, Housing assistance, Volunteers of America, Salvation Army, Veterans Hospital and services, on-site VA mental health counseling, Food Bank, etc.
<b>Veterans' Isolation and Alienation on College Campuses:</b> Research shows that students who are connected to faculty, staff, and other students are more likely to achieve success and have better outcomes than those who do not. This is even truer with veterans, for whom peer-	<b>Social Support:</b> In the area of social support, IVC will improve their peer mentoring services as well as support groups dedicated to and staffed by veterans. These support groups will address the unique issues facing veterans transitioning back to civilian life.

<p>to-peer contact is critical to successful transitioning. According to Livingston,<sup>3</sup> veteran students are less likely to seek academic support and more inclined to pursue social support in the form of associating with fellow veterans with whom they felt more comfortable. Veteran students tend to downplay or hide their veteran status from campus community members.</p>	<p>At the center, the veterans' shared experience will build trust and provide a bridge to the mainstream programs and services offered by IVC.</p>
<p><b>Veterans' Academic Needs:</b> In 2016-2017, 48% of IVC's student veterans tested into the remedial writing courses and 72% tested into the remedial math courses. A significant number of veterans – defined as veterans, active military, reserves, and national guard – fail to persist even for a second semester. As Livingston (2009) indicates, many veteran students are too proud to ask for academic support. A comprehensive support program must overcome misplaced pride and inappropriate or inefficient self-reliance. Career services need to be implemented and transfer rates need to be assessed and improved.</p>	<p><b>Academics:</b> The VRC will offer a range of tools and strategies that provide a framework for academic success, including assistance in completing ESL and other below transfer level courses, access to computers with adaptive technologies and specialized software. Academic counseling tailored to veterans will be present daily, along with trained tutors for basic skills enhancement and remediation. In addition, the project will leverage elements of "intrusive" counseling by making tutoring mandatory if veteran students fail a basic skills or below transfer level course. Our Career/Transfer Center will have a presence in the VRC weekly and case management of students wanting to transfer will occur.</p>

The VRC project team has developed a program to enhance the veteran's services programs at IVC by increasing service capacity, coordinating existing services, leveraging resources from external partners, and carefully measuring the results of the program through enhanced program evaluation and reporting. To make this project feasible, IVC has dedicated a 1,245-square foot suite of offices to provide space for a support center, private confidential counseling, group meetings, tutoring, and computer access. IVC will demonstrate how our VRC suite of offices provide space, access and staff to appropriately, and successfully address, the needs of the target population "veterans" and their identified needs.

<sup>3</sup> Wade Livingston, "Discovering the Academic and Social Transitions of Re-enrolling Student Veterans at One Institution: A Grounded Theory," 2009, Clemson University.

*c. Describe how the grant will leverage new or existing resources and funds to implement the Veterans Resource Center Grant Program.*

The IVC VRC currently has a small general fund budget and primarily is funded from grants written annually. However that said the college administration provides full-time academic counseling, full-time certifying official and an Assistant Dean for oversight. Student Equity/BSI Funds support tutoring and VA paid work study staff the VRC daily. The VA funds a Disability Certification individual on campus monthly and a 3 day a week Vocational Rehabilitation worker on site. U.S. Veterans provides a Psychologist 3 days per week to care for veterans. The new funds will provide partial funding for a full time clerical staff and tutors. The college will match funding to support these positions to allow the VRC to grow and enhance services to veteran students. IVC VRC will report progress achieved, barriers encountered, and efforts to overcome these barriers in a performance assessment report to be submitted annually.

IVC VRC leaders are aware of the tremendous need to identify veteran students at intake with mental healthcare needs and provide services but current resources are not sufficient to meet these needs. We will enhance and formalize relationships with VA and County mental health and VA based organizations, improve and implement additional screening tools such as the VA.gov PTSD self-assessment tool, train staff and faculty in military culture, scale up outreach efforts and serve more veteran students per semester. We will build and enhance existing programs with intake and tutoring and build upon existing relationships with veteran collaborating partners.

In order to have baseline knowledge and measure success, the VRC will assess faculty/staff military knowledge through short surveys annually, and a final survey at the end of the 39-month grant period. We will continue to conduct surveys with veterans to identify needs annually, and will conduct focus groups to assess specific needs.

*d. Identify key strategies and implementation benchmarks for evaluating the progress of campus efforts to implement the Veterans Resource Center Grant Program.*

Collecting data of current knowledge will inform the areas about needed improvements and when to provide needed training to faculty/staff/students in regards to topics such as removing mental health stigma, set in place guidelines/policies how to refer veteran students in need to services, Suicide Intervention/education, Drug/Alcohol Training, mental health skill/tool building and address food and housing insecurities.

All **Benchmarks** (which will be used as comparison guidelines) would include the following:

- 1) Pre and post-test at each training.
- 2) Collect data with surveys to evaluate what the attendees have retained and offer referrals/resources at each session with follow up in one week for those veterans who identified with needs.



- 3) A group of trained staff will work to develop clear policy/procedures for referral, resources, and booklets/guides for all veterans and employees to utilize and that veterans can easily access.
- 4) Develop military culture training for campus employees using the “Welcome Home” current program and adding elements of mental health and medical referrals to include staff understanding how to identify and refer veteran students in need.
- 5) Complete annual surveys to assess educational, mental health, medical, and resource needs of veterans through the Research Department on campus.
- 6) Complete annual veteran orientation with collaborating partners and campus support services detailing what they each offer.
- 7) Complete monthly newsletter, text messaging, SHERPA email notices and other social media resources regarding services at the VRC to all veterans regarding events on campus and important education and enrollment dates.
- 8) Continue the Veterans Club with student involvement that ensures veterans participation.
- 9) Build a collaboration with support services on campus and invite them monthly to VRC “meet and greets” to discuss services and offer support directly to veterans.
- 10) Provide training in Suicide Prevention/Intervention each semester to all faculty/staff.
- 11) Create/build a case management system to follow veteran transfers, achievement gaps, earning degrees from moment of intake.

Table 6: Benchmarks for Evaluating Progress	
Project Outcomes	How will outcomes be measured?
<b>Short-Term Outcome 1:</b> The number of veteran students matriculating to IVC increases by 10% per year for four (4) years.	IVC’s Office of Research, Planning and Accreditation (ORPA) will calculate the number of veteran students who enroll at IVC each year. The VRC will outreach to local bases and mail out postcards to those recently discharged using the data from CalVet discharge data list quarterly. Lists of veterans will be collected, mailings counted and those enrolled will be counted quarterly and each semester.
<b>Short-Term Outcome 2:</b> Veteran students report 10% improvement each year in support and health.	IVC’s VRC will conduct an annual, anonymous on-line survey to measure support and health needs of veteran students and the degree to which these needs are being met.
<b>Short-Term Outcome 3:</b> Veteran students increase by 10% per year their use of advising, tutoring, counseling and support services.	IVC’s ORPA will calculate the number of veteran students who access support services.
<b>Mid-Term Outcome 1:</b> Veteran students achieve momentum points	IVC’s ORPA will calculate the success of remedial education by measuring the



for remedial education, persistence through three semesters, and completion of at least 30 units.	percentage of veteran students who start in remediation and who complete the transfer-level gatekeeper courses in English and math, the percentage of veteran students who enroll in the first three consecutive terms, and the percentage of veteran students who complete at least 30 units.
<b>Long-Term Outcome 1:</b> Veteran students increase their completion rates.	IVC's ORPA will calculate the number and percentage of veteran students who complete a degree in six years.
<b>Long-Term Outcome 2:</b> More veteran students transfer to four-year institutions.	IVC's ORPA will calculate the number and percentage of veteran students who transfer to four-year institutions in six years.
<b>Long-Term Outcome 3:</b> More veteran students complete career technical education and obtain employment in their field.	IVC's ORPA will calculate the number and percentage of veteran students completing more than eight units in courses classified as career technical education (or apprenticeship) culminating in a degree, certificate, apprenticeship or transfer-related outcome. Employment data will come from the veteran student's momentum points as recorded in the California Community College Chancellor's Office Student Success Scorecard database.

## APPLICATION ANNUAL WORKPLAN

**OBJECTIVE:** 1) Development of a new or augmentation of an existing VRC to include ADA compliance, front desk intake services, computer lab, study area, private room for counseling and benefit certification, designated signage, and lounge area.

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
1) Hire Supervisor and Clerical staff to support operation of VRC.	1) Increase number and percentage of student veterans who utilize VRC with improved coordination of services 10% 1 <sup>st</sup> year, 20% 2 <sup>nd</sup> year, and 30% 3 <sup>rd</sup> year.	October 2018-December 2019	Dir. Nancy Montgomery
2) Train/Employ Federal Work Study veteran students for front desk intake and needed resource referrals.	2) Increase number of veteran students by 50% who utilize VRC within 24 months of grant with proper intake and referrals provided for support services.	October 2018-December 2019	Dir. Nancy Montgomery, Ezekiel Hall, Eric Garcia
3) Develop and implement resource binder to include outside agencies and campus student service contacts.	3) Increase # of resources & collaborating partners by 30% in 1 <sup>st</sup> year.	October 2018-October 2019	Dir. Nancy Montgomery, Ezekiel Hall, Eric Garcia
4) Provide computer access in VRC equipped with 12 workstations, printer & scanner.	4) Workstations will be set up and utilized by veterans daily with 20% increase usage yearly.	October 2018-December 2018	Dir. Nancy Montgomery, Director Bruce Hagen (IT)
5) Ensure VRC is ADA compliant & install computer programs for student access with disabilities.	5) ADA compliance check completed in first month of grant, programs installed in first 6 months of grant.	October 2018-November 2018	Dir. Nancy Montgomery, Director Jeff Hurlbutt (Facilities), Judy Hemni (DSPSCoor)

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
6) Continue to provide confidential counseling and Voc Rehabilitation space for veterans and collaborating partners to utilize in the VRC.	6) A confidential space/room will be provided daily for MH counseling and collaborating partners, such as VA Healthcare, VA Voc. Rehab, VA Disability certification.	October 2018-December 2021	Dir. Nancy Montgomery, Ezekiel Hall, Eric Garcia and staff
7) Ensure and continue all outside signage, and lounge/study areas are designated for VRC usage and veterans are aware of location.	7) Increase VRC awareness by 50% per year with completed outside permanent signage, lounge area located in VRC, and designated areas for socialization/study by start of grant.	October 2018 and ongoing	Dir. Nancy Montgomery, Ezekiel Hall, Eric Garcia and staff

## APPLICATION ANNUAL WORKPLAN

**OBJECTIVE: 2)** Development of new or expansion of existing activities and services supported by the VRC including, but not limited to academic counseling and tutoring; peer-to-peer mentoring; financial aid information and application assistance; referral to on- and off-campus resources; career counseling and job placement assistance; and computer access.

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
1) Enrolled veterans will meet with Academic Counselor for MAP plan and career counseling.	1) 100% of enrolled veterans will meet with Academic Counselor at intake, mid-term and end of each semester to assure goals are being met.	October 2018-December 2021	Dir. Nancy Montgomery, Eric Garcia, Veteran Academic Counselor
2) On site VRC Tutoring will be enhanced daily for veterans in basic skills (Math/English) by trained IVC Student Success Center staff who meet the certification process to tutor specific levels of basic skills classes and be trained every semester in how to assist veteran students successfully.	2) Increase veteran use of Faculty and trained tutors by 50% who work daily with set hours of tutoring for veterans testing into or difficulty with basic skills classes.	October 2018-December 2021	Dir. Nancy Montgomery, Dean Brooke Bui (English), Angel Hernandez (Math, Reading)
3) Peer to peer mentors will be veterans who mentor fellow veteran students by identifying needs of students for support services, complete intake at initial visit, and provide acclimation for new veterans enrolling.	3) Increase our peer-to-peer mentors by 50% in 1 <sup>st</sup> year and train annually for intake needs and resources for veterans.	October 2018-December 2021	Dir. Nancy Montgomery, Ezekiel Hall

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
4) Financial Aid enrollment and information will be increased to have staff present monthly.	4) Financial Aid employees will be present monthly at each meet and greet with a 50% increase in applications occurring within 1 <sup>st</sup> year and increasing yearly.	October 2018-December 2021	Dir. Nancy Montgomery; Asst. Dean Ken Lira (Financial Aid)
5) Build and enhance our referral base to on and off campus resources for veteran specific needs.	5) Within in the first 6 months our veteran referral resource list will increase by 10%, 20% in 2 <sup>nd</sup> year and 30% in 3 <sup>rd</sup> year.	October 2018-December 2021	Dir. Nancy Montgomery; Ezekiel Hall; Eric Garcia (Academic Counselor); Mia Grajalda
6) Academic Counselor will set in place monthly workshops for career counseling/job placement working with EDD and career/transfer services at college.	6) Yearly increase of college certificates and career technical educational certificates increased by 20%.	October 2018-December 2012	Eric Garcia (Academic Counselor)

## APPLICATION ANNUAL WORKPLAN

**OBJECTIVE: 3)** Development of metrics that will be used to measure the effectiveness of the center's activities and services in improving or enhancing veteran students' educational outcomes, including, but not limited to, completion of programs of study leading to associate degrees and associate degrees for transfer; community college certificates and career technical education certificates; and successful transfer from a community college to a four-year university.

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
1) Initial Intake information will be collected with each veteran who enrolls and annual needs assessment will be completed.	1) 100% of veterans will complete an initial intake form, and an annual survey of veterans will be completed, # of veterans who utilize the VRC will be collected monthly, surveys will indicate needs yearly.	October 2018-December 2021	Ezekiel Hall
2) Demographics, student outcomes, success rates, persistence and completion (academics), connection to campus community (social supports) and services addressing physical emotional symptoms (wellness) will be collected.	2) Annual outcomes will be collected with focus groups of veterans (25 monthly) and surveys collected by minimum 100 veterans via college research department yearly.	October 2018-on-going	Dir. Nancy Montgomery; Loris Fagioli (Research Dept); Ezekiel Hall; Eric Garcia (Project Specialist)
3) Develop new hour-long orientation to provide confidential academic, personal and career counseling for veteran students in coordination with veteran counselor, on campus MH providers, to include coordinating with universities, transfer services, career service center and DSPS.	3) A 25% increase of veteran students will transfer to 4-year universities after attending new orientation and case management by academic counselor each semester of completion of coursework after 1 <sup>st</sup> year.	October 2018-on-going	Dir. Nancy Montgomery; Eric Garcia

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
4) Students falling under the Accountability Report for Community Colleges persistence rate will be identified and referred to the development of student's skills improvement plan, which will include specialized support services and tutoring.	4) 20% 1 <sup>st</sup> year, 25% 2 <sup>nd</sup> year, 30% 3 <sup>rd</sup> year increase in the number of veterans who earn associate degrees and degrees for transfer with follow-up academic support.	October 2018-December 2021	Dir. Nancy Montgomery; Loris Fagioli (Dir. Research & Planning)
5) Develop a mental health program to improve persistence rates that is innovative in care and is specific for depression, anxiety, sleeping issues and panic attacks by creating activities/groups that promote behavioral change utilizing team efforts such as: softball teams, off campus events such as fishing, weekend camp outs, with mental health providers present utilizing mentoring and educational guidance and therapy.	5) Persistence rates will increase by 10% 1 <sup>st</sup> year, 20% 2 <sup>nd</sup> year, 30% 3 <sup>rd</sup> year and will be noted from surveys and mental health assessments to indicate improvement in PTSD, depression, anxiety/panic attacks and behavioral change.	October 2018-2021	Dir. Nancy Montgomery; Dr. Miatta Snetter (U.S.Vets); Eric Garcia; Ezekiel Hall
6) Academic Counselor will develop a process for case managing student veterans to earn associate degrees and associate degrees for transfer.	6) 25-50 student veterans will be case managed the 1 <sup>st</sup> year to design a process of collection of data for earning associate degrees and transfer degrees, year 2 process will be implemented for 100% of veteran students and will be continued yearly.	October 2018-December 2021	Dir. Nancy Montgomery; Eric Garcia; Ezekiel Hall

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
7) Academic Counselor will work closely with career and transfer center to assist veterans with certificated programs, refer to our ATEP Campus (Advanced Technology & Education Park) for the IDEA (school of Integrated Design, Engineering and Automation) to include referral to electric, plumbing and Pipe Fitter Unions for certificates.	7) A 10% 1 <sup>st</sup> year, 20% 2 <sup>nd</sup> year and on-going increase in veterans earning certificates and career technical education will occur.	October 2018-December 2021	Eric Garcia, (Academic Counselor)
8) Eliminate achievement gaps for veterans with development of a core educational assurance pathway tool for high need veteran students of educational failure, in need of special assistance and support, living in poverty, test below grade level, who are homeless, have a disability or mental health problem, and who are at risk of not graduating with a degree.	8) Achievement gaps for student veterans will be reduced using this new tool by 25% each year of the grant.	October 2018-ongoing	Dir. Nancy Montgomery; Eric Garcia; Ezekiel Hall; Project Specialist



## APPLICATION ANNUAL WORKPLAN

**OBJECTIVE: 4)** Development of a long-term sustainability plan to ensure the VRC and all services supported by the grant are sustainable beyond the life of the grant. The plan should consider funding sources, revised policies, and/or reallocation of human resources, where applicable.

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
1) Adopt and develop standards and assessments to prepare veteran students to succeed in college and workplace and compete in the global economy.	1) Year 1 and 2 will develop standard assessment for veterans to succeed with a 25% increase in completion rates by year 3 of grant.	October 2018-December 2012	Dir. Nancy Montgomery, Ezekiel Hall, Eric Garcia
2) Support provided by General Fund for full-time Certifying Official and Veteran Academic Counselor.	2) General Fund support will continue yearly for two full-time positions Certifying Official and Veteran Academic Counselor.	October 2018 and ongoing	Dir. Nancy Montgomery
3) VRC will submit Resource Request for f/t manager position, clerical and support staff in 2018-19 year of funding.	3) By Year 3 of grant, funding will be secured for positions for oversight of the VRC from general funds.	October 2018-December 2021	Dir. Nancy Montgomery
4) Support will be provided from Student Equity, Basic Skills and SSSP funds.	4) Submit annually fund requests for positions needed in the VRC for sustainability.	December 2018 and annually	Dir. Nancy Montgomery
5) Support Services will continue to contribute staff in areas of career/transfer, admissions, counseling, health center, EOPS, and DSPS.	5) Support Services are in-kind donations to the VRC.	On-going	Dir. Nancy Montgomery, Ezekiel Hall, Eric Garcia

Activities	Measurable Outcomes	Timeline Month/Year	Responsible Person(s)
6) Continue hiring VA Work study annually for employment in VRC.	6) 10-12 VA Work study will be hired annually paid for by the VA to work and be trained in the VRC for intake, peer mentors, and intake process.	On-going	Dir. Nancy Montgomery, Ezekiel Hall
7) Continue contract with U.S.Vets and VA to provide MH services to veterans and Voc. Rehab pro-bono.	7) MOU will be continued yearly with VA, U.S. Vets, and Voc. Rehab for on-site services.	On-going	Dir. Nancy Montgomery

## Program Management

*Describe your college's capabilities and knowledge in conducting and administering state-funded projects, as well as your ability to collect and report financial and student performance data*

The District Business Services Office is a District-wide function for South Orange County Community College District (SOCCCD) and it enjoys an exemplary reputation for its accounting practices and fiscal management. The District has been the recipient of many Federal, State, and private grants in its 50 years of existence. SOCCCD has established itself as a leader in sound Fiscal management due to the conservative policies of its Board of Trustees and innovations at its three campuses. Through collaboration and coordinated processes, District Business Services assures Irvine Valley College understands and complies with all state and federal requirements and guidelines through sound fiscal management practices for grants and categorical funds.

*Identify experienced and appropriate program administration and support staff with sufficient time allocated to ensure success for the Veterans Resource Center Grant Program.*

The Project Director for the Chancellors Office Veteran Resource Center is Nancy L. Montgomery, RN, MSN. IVC will be donating 40% of Ms. Montgomery's FTE to this project. Ms. Montgomery will coordinate the services provided through this grant and be the single point of contact for the grant while reporting to Dr. Linda Fontanilla, Vice President of Student Services. Ms. Montgomery will be responsible for providing leadership for all aspects of the grant project and supervising all associated staff, including the IVC Veterans Supervisor, Certifying Official, clerical, VA Work Study, and the Project Specialist. Ms. Montgomery has been a licensed Registered Nurse (RN) for 26 years. She is currently the only RN leading a veterans service program in the California community college system. She also wrote and developed the Suicide Binder Intervention/Prevention for Veterans in Region 7 and 8 Colleges.

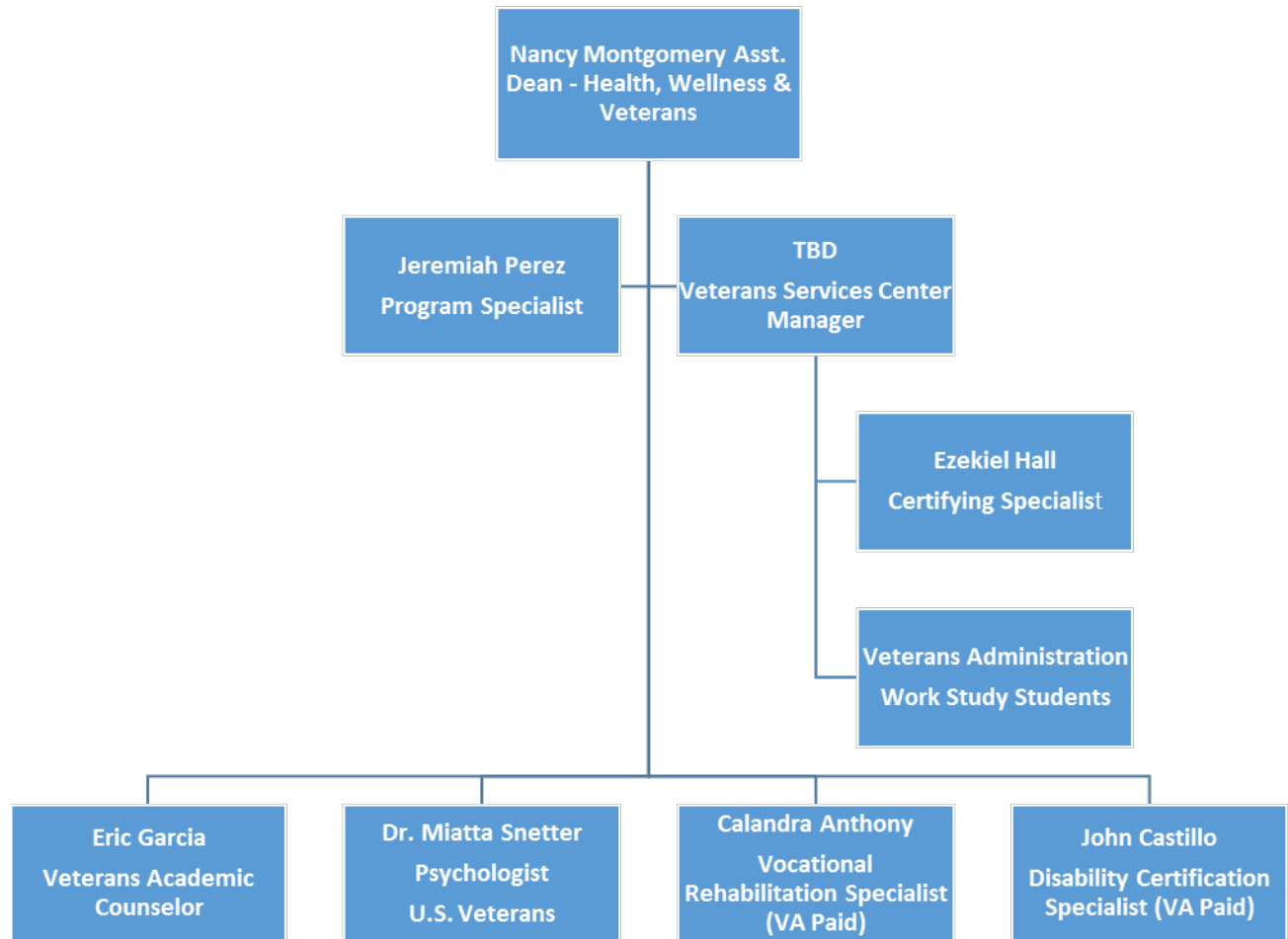
Ms. Montgomery has served as the Assistant Dean of Health, Wellness and Veterans Services at Irvine Valley College since 2014. In this role, she manages IVC's medical clinic, mental wellness counseling, oversees the existing Veterans Services Center, manages all health care education/prevention campaigns on campus, and supervises the IVC Crisis Team. Ms. Montgomery has written and evaluated over \$5 million in grants to help veterans and underserved children.

The core members of the Veteran Student Support Team (VSST): Arleen Elseroad, Admissions & Records; Ezekial Hall/Certifying Official-Veterans Benefits; Judy Hemni/Disabled Students Programs and Services; Veterans Club President (new in Fall); Nancy Montgomery/ Assistant Dean Health, Wellness & Veteran Services; Desiree Ortiz/Financial Aid; Eric Garcia/Veteran Academic Counselor; Dr. Miatta Snetter/Mental Health Counseling; Kaye McDonald/Career Transfer Center; Brooke Choo/Student Success Center.

The following table identifies program staff, including qualifications, relevant training, and experience, of key project personnel.

Table 7 – Key Project Personnel	
<b>Asst. Dean, Health, Wellness &amp; Veterans: Nancy L. Montgomery, RN, MSN</b>	
<b>Education:</b> BSN, MSN, California State University, Dominguez Hills	
<b>Primary Responsibilities:</b> Responsible for providing leadership for all aspects of the grant project and supervising all associated staff, including the IVC Veterans Supervisor, Certifying Official, clerical, VA Work Study, and the Project Specialist.	
<b>VETERANS ACADEMIC COUNSELOR: Eric Garcia, MS – 100% (No cost to grant)</b>	
<b>Education:</b> M.S., Educational Counseling, University of La Verne, 2008; B.A., Sociology, California State University San Bernardino, 2005; Ed.D., California State University, Long Beach, 2017	
<b>Primary Responsibilities:</b> The academic counselor will partner for the day-to-day operations of the grant; serve as head counselor for student veterans; develop student education plans; provide individual (group academic), career, and crisis counseling services; plan, coordinate, and implement veterans counseling projects and special events; apply extensive knowledge and experience in providing personal counseling services to student veteran population with common transitional challenges, and work with IVC ORPA to monitor, track and compare progress of veteran population in areas of persistence, comprehensive course completion, degree and certificate completion, and transfer.	
<b>PROJECT SPECIALIST MSW (preferred): TBD -- 100% (Partial Charge to grant.)</b>	
<b>Education:</b> At least an AA degree	
<b>Primary Responsibilities:</b> This position will provide administrative support to the project director; organize meetings, facilitate survey implementation, and coordinate activities, educational workshops, and veteran support services; program evaluation records under the supervision of the project director; coordinate data collection and analysis with IVC ORPA, and assist the project director by developing data collection methods using SARS systems, sign-in sheets, newsletters, follow-up with tutoring needs and work-study.	
<b>PROJECT EVALUATOR: Loris Fagioli, Dir. Research Planning &amp; Accreditation (No cost to Grant)</b>	
<b>Education:</b> PhD, Claremont University	
<b>Primary Responsibilities:</b> The Office of Research, Planning & Accreditation will track veteran enrollment, persistence, and academic completion; establish benchmarks, measure improvement towards the stated goals of the project, paying special attention to enrollment, retention, and use of services, and to what degree program services increase enrollment, persistence, and completion of veterans in postsecondary education. Progress will be measured formatively at the end of each semester, with summative evaluations conducted at the end of each school year.	
<b>PROJECT CERTIFYING OFFICIAL: Ezekiel Hall -- 100% (No cost to grant.)</b>	
<b>Education:</b> BA - Spanish, University of Minnesota; A+ Computer Certification.	
<b>Primary Responsibilities:</b> Assists with implementation with programs of grant, certify GI Bill recipients/benefits. Coordinates with faculty, staff, and external partners to develop, coordinate, and deliver services to veteran students. Assist in the evaluation and preparation of reports.	

### Veterans Resource Center – Staffing Chart



Chancellor's Office  
California Community Colleges

District: South Orange County Community College District  
College(s): Irvine Valley College  
RFA Specification Number: 18-053

## APPLICATION BUDGET SUMMARY

Object of Expenditure	Classification	Line	Total Grant Funds Requested	Total Additional Funding
1000	Instructional Salaries*	1		
2000	Non-instructional Salaries	2	168,125	Mental Health Provider (SEP) 42,336
3000	Employee Benefits	3	15,813	
4000	Supplies and materials	4	1,005	
5000	Other Operating Expenses and Services	5	7,365	Veterans Orientations (SEP) 1,000
6000	Capital Outlay	6		
7000	Other Outgo	7		
Total Direct Costs		8	192,308	
Total Indirect (4% of Line 8)		9	7,692	Not applicable
Total Program Costs		10	\$200,000	\$43,336

Email Address: nmontgomery@ivc.edu Telephone: (949) 451-5273

I authorize this total costs proposal as the maximum amount to be claimed for this project and assure that funds shall be spent in compliance with state and federal regulations.

Project Director Name/Title: Nancy Montgomery RN, MSN Asst Dean Health, Wellness & Veterans  
Authorized Signature

Date: 6/19/18

District Chief Business Officer: Kim R. Miller  
Authorized Signature

Date: 6/20/18

\*Note: Grant funding cannot be used for classroom instruction. These costs must be paid through apportionment.

Chancellor's Office  
California Community Colleges

**District:** South Orange County Community College District

**College(s):** Irvine Valley College

RFA Specification Number: 18-053

# APPLICATION BUDGET DETAIL SHEET

Program Year: FY 18-19 to 21-22

Source of Funds: Proposition 98 General Fund

Object of Expenditure	Classification	Budgeted Expenses
2000	Veterans Project Specialist (Years 1-4, 25 hrs/wk, \$25/hr) [Yr 1, \$24,375; Yr 2, \$31,250; Yr 3, \$31,250; Yr 4, \$16,250]	103,125
2000	Veterans Tutors-2 (Years 1-4, 25 hrs/wk, \$25/hr) [Yr 1, \$15,000; Yr 2, \$20,000; Yr 3, \$20,000; Yr 4, \$10,000]	65,000
3000	Veterans Project Specialist (OASDI/Medicare/Unempl/Workers Comp) [Yr 1, \$2,294; Yr 2, \$2,940; Yr 3, \$2,940; Yr 4, \$1,530]	9,704
3000	Veterans Tutors-2 (OASDI/Medicare/Unempl/Workers Comp) [Yr 1, \$1,411; Yr 2, \$1,880; Yr 3, \$1,880; Yr 4, \$940]	6,109
4000	Supplies & Materials: Binders, Papers, Pens, Duplicating [Yr 1, \$210; Yr 2, \$325; Yr 3, \$325; Yr 4, \$145]	1,005
5000	Publications (Brochures, Resource Guides, Flyers) [Yr 1, \$1,200; Yr 2, \$2,000; Yr 3, \$2,000; Yr 4, \$1,000]	6,200
5000	Orientation Support (Funds used to provide support for meetings and orientations throughout the year) [Yr 1, \$200; Yr 2, \$400; Yr 3, \$400; Yr 4, \$165]	1,165
	<b>Total Direct Cost</b>	<b>\$192,308</b>
	<b>Total Indirect Cost (4 %)</b>	<b>\$7,692</b>
	<b>Total Funding Cost</b>	<b>\$200,000</b>



## Sustainability Plan

*Adequacy of Support (including facilities, equipment, supplies, and other resources, from the applicant organization or the lead applicant organization).*

This project has been planned as the basis for expanded services to veteran students, and the activities are designed for continuation post-grant. Planning for the expansion of the VRC has accelerated since space was dedicated for its use in March of 2014. The budget reflects that this is a personnel-intensive program. Grant funding will allow for accelerated and expanded implementation, creating the capacity to reach a broader audience more quickly than would have otherwise been possible. However, in the long term, this project incurs no recurring staff costs, as permanent staff positions are planned they will go through the request process early in the grant. Those involved in overseeing post-grant institutionalization have been integral in designing and implementing it. Post-grant, the VRC will be run through the leadership of these individuals. Because the development and implementation activities will be piloted, refined, and institutionalized under the grant, the level of intensive personnel involvement will not be required, and the project will be folded into the existing operations of the college.

The sustainability plan will be developed by the Project Director starting in year one. The budget proposals will be submitted to the College Resource Request Process and identified funding will be appropriated for years 2 and 3 funding with sustainability being attained by the end of year 3 for total budget costs of the Veteran's Student Success Grant being paid for by IVC. The IVC Veterans Student Success Grant Manager and Psychologist will continue to offer professional development training on an annual basis to assist faculty in understanding the special needs of veteran students. Finally, the data collection and reporting systems implemented in support of this project will continue to be maintained by the IVC Office of Research, Planning and Accreditation (ORPA) and will be reported to the President's Cabinet on a quarterly basis by the IVC Veterans Student Success Grant Manager.

At the beginning of the project timeline, the Project Director will provide professional development workshops for all members of the Veteran Student Success Team (VSST) including the latest information regarding depression, PTSD and TBI and the impact of these wellness issues on veteran student learning. Special effort will be made to establish a winning culture among VRC members that emphasizes 1) securing the trust of veteran students, 2) making sure that each team member keeps their commitments to veteran students, and that 3) team members remain passionate about serving veteran students. Organizationally, the VRC will leverage the fact that all its member's share office space in the same building. To cut down on inefficiency and poor communications, veteran students will be given the exact name of the staff or administrator to contact at each stage of their progress on campus along with check-off sheets that mark the pathway the veteran student needs to follow to receive appropriate services. For example, checklists and pathway models will include the exact name, title, and e-mail address of the key contact person or administrative gatekeeper. The VRC Team will periodically review student evaluation comments to make sure that it is



offering a transparent, reliable, and easy to follow method of communication to enhance each veteran's educational experience. The president of IVC, Dr. Glenn Roquemore, has indicated that all features of this project including the positions of the IVC Veteran Student Success Manager-- and the Project Specialist -- will be made permanent positions at the close of the project.

Table 8: Adequacy of Support	
<b>Facilities</b>	IVC will provide 1,245 square feet of office space for use as a Center of Excellence for Veteran Student Success as a donation.
<b>Equipment</b>	Computers for use in the VRC are donated by the campus Information Technology department. Printer and scanner is donated. Furniture for offices is being provided by the President's office.
<b>Supplies</b>	Specialized software for use in VRC is being supplied by the college's Disabled Students Programs and Services program.
<b>Personnel</b>	Costs for Project Director (40%) and Project Evaluator (10%), Academic Counselor, Certifying Official will be supported by IVC. Clerical will be partially paid for with grant funds along with tutors and will be added into the general fund once grant has ended. Other mental health counseling, in-servicing, and staff development training will be donated by external partners, primarily the Vet Center of Orange County, VA and U.S. Vets.

The Veterans Resource Center Grant will allow our VRC to expand and develop a more systematic method of progress for our veterans focusing on a "holistic approach" to meeting the needs of the vulnerable veteran population. The grant will allow us to add positions and build our VRC with staff and complete the tasks we have developed but have not had enough personnel to accomplish. The on-going support from our college administration is apparent in the resources and current funds they provide and the time frame of the grant will allow us to apply for permanent positions beyond the grant period.

Our IVC veterans have flourished in the efforts we have made with little to no funding and this grant will allow our VRC to grow, implement new objectives, continue our efforts on increasing the veterans who utilize the VRC, veterans who transfer and earn a degree and reduce and ultimately eliminate achievement gaps for our student veterans on campus.

## Unduplicated Student Veterans Addendum



To whom it may concern:

As Director of Research, Planning, and Accreditation at Irvine Valley College, I am writing to confirm the methodology for calculating unduplicated student veterans at our college.

We leveraged our student data warehouse, maintained by our district IT office, in producing the count. Students were included in the count if

1. They were enrolled in at least 1 course as of section census date for the Summer 2016, Fall 2016, or Spring 2017 terms;
2. They have a "Military Student" or "VA Ed Benefits" student characteristic (verified by our Veterans Center), or self-identified as actively serving or previously served in the military on their college application.

As of June 12, 2018, the unduplicated count of veteran students at Irvine Valley college given the above parameters is **614**.

Please do not hesitate to reach out to me should you have any questions regarding our methodology.

Sincerely,

A handwritten signature in black ink that reads "L. Fagioli".

Loris Fagioli

June 5, 2018

Office of Research, Planning & Accreditation

**TO:** Board of Trustees

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

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

**ACTION:** Approval

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**BACKGROUND**

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

**STATUS**

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

**RECOMMENDATION**

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

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

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date</i></b>	<b><i>Faculty Member Course Title/Activity</i></b>	<b><i>Speaker Name</i></b>	<b><i>Topic</i></b>	<b><i>General Fund Honorary/Travel</i></b>
11/09/18	Brenda Plascencia-Carrizosa Senate Committee for Culturally Responsive Teaching and Learning	Dr. Elena Macias	AB540 Ally Training – Project Training for Faculty	\$1300.00 Honorary from SSSP Funds

**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 Honorary/Travel</i></b>

**TO:** Board of Trustees

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

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

**ACTION:** Approval

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### **BACKGROUND**

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

### **STATUS**

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

### **RECOMMENDATION**

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2018-2019

**Current**  
**Architectural Drafting**  
**Certificate of Achievement**

~~This occupational~~ program is a two-year sequence of courses designed for students who wish to train for employment in architecture or a field related to the construction industry.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Communicate designs in ~~the~~ 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.

**First-Year**

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 220*	Revit and Building Information Management(BIM)	4

**Second-Year**

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	Drains, Waste, Vents, Water and Gas	3
ARCH 213	Mechanical Code – Heating, AC, Refrigeration, and Ductwork	3
ARCH 221*	Advanced Revit and Building Information Management II	4
ARCH 260	Architecture in Northern California	1.5
ARCH 261	Orange and San Diego Architecture	1.5
ARCH 262	Los Angeles Architecture	1.5
DR 200*	3D Parametric Modeling – Solidworks	3
MFG 200*	Introduction to Rapid Prototyping Technology	3
MFG 201*	Advanced CAD Model Making and Tooling	2

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

**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.

Course ID	Title	Units
<b>Required Core</b>		
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	<b>Plumbing Codes -</b> 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
ARCH 261	Orange and San Diego Architecture	1
ARCH 262	Los Angeles Architecture	1
DR 200*	3D Parametric Modeling – Solidworks	3
MFG 200*	Introduction to Rapid Prototyping Technology	3
MFG 201*	Advanced CAD Model Making and Tooling	2

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2018-2019

**Current**  
**Architectural Drafting**  
**Associate in Science**

**This occupational program** is a **two**-year sequence of courses designed for students who wish to train for employment in architecture or a field related to the construction industry.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Communicate designs in ~~the~~ 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.

**First-Year**

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 220*	Revit and Building Information Management(BIM)	4

**Second-Year**

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 Major 49-52**

**Restricted Electives**

<b>ARCH 44*</b>	<b>Architectural Presentation and Rendering</b>	<b>2</b>
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	Drains, Waste, Vents, Water and Gas	3
ARCH 213	Mechanical Code – Heating, AC, Refrigeration, and Ductwork	3
<b>ARCH 221*</b>	<b>Advanced Revit and Building Information Management II</b>	<b>4</b>
ARCH 260	Architecture in Northern California	1.5
ARCH 261	Orange and San Diego Architecture	1.5
ARCH 262	Los Angeles Architecture	1.5
<b>DR 200*</b>	<b>3D Parametric Modeling – Solidworks</b>	<b>3</b>
<b>MFG 200*</b>	<b>Introduction to Rapid Prototyping Technology</b>	<b>3</b>
<b>MFG 201*</b>	<b>Advanced CAD Model Making and Tooling</b>	<b>2</b>

**Revised**  
**Architecture**  
**Associate of Science**

**The Associate of Science Degree in Architecture** is a **three**-year sequence of courses designed for students who wish to train for employment in architecture or a field related to the construction industry. **Majors that student can transfer into include: architecture, architectural engineering, and construction management. This degree is organized to provide the breadth and depth required to practice in entry level positions within the architecture profession and construction industry such as: architectural draftsman, civil drafter, construction manager, real estate developer, and government building code administration, as well as related construction industry jobs. Students who successfully complete an Associate of Science Degree in Architecture may complete an 8 year internship working for a licensed architect and/or professional engineer and will qualify to take the California Architects License Exam leading to a career as a licensed architect.**

**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.

Course ID	Title	Units
<b>Required Core</b>		
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
<b>ARCH 121*</b>	<b>Advanced Revit and Building Information Management II</b>	<b>4</b>
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
<b>ARCH 231</b>	<b>LEED and Sustainable Architecture</b>	<b>3</b>
	Select from Restricted Electives	3-6

**Total Units for the Major 56-59**

**Restricted Electives**

ARCH 132*	Residential Planning, Principles and Design	3
<b>ARCH 136</b>	<b>Basic Architectural Design II</b>	<b>3</b>
ARCH 152*	Advanced Computer-Aided Design	3
or		
DR 152*	Advanced Computer-Aided Design	3
ARCH 161	Blueprint Plans and Specification Reading	4
<b>ARCH 162</b>	<b>Construction Estimating</b>	<b>3</b>
ARCH 163	International Building Code Inspection	4
ARCH 164*	Combination Residential Dwelling Inspection	3
ARCH 165	Electrical Code Inspection	3

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

**Associate in Science Degree**

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

**General Education Requirements for Associate Degrees**

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

**Suggested coursework not required for the major: ARCH 44, ARCH 136; ART 40, ART 41, ART 80**

ARCH 200	Design in Arizona, Riverside and Palm Springs	1.5
ARCH 211	Concrete Inspection	3
ARCH 212	<b>Plumbing Codes</b> - Drains, Waste, Vents, Water and Gas	3
ARCH 213	Mechanical Code – Heating, AC, Refrigeration, and Ductwork	3
ARCH 260	Architecture in Northern California	<b>1</b>
ARCH 261	Orange and San Diego Architecture	<b>1</b>
ARCH 262	Los Angeles Architecture	<b>1</b>
<b>ARCH 270</b>	<b>Field Study – European Architectural History</b>	<b>3</b>
<b>ARCH 271</b>	<b>Field Study – European Sketch, Draw, Photo</b>	<b>3</b>
<b>ARCH 272</b>	<b>Field Study – European Design Studio</b>	<b>4</b>

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

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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



SADDLEBACK COLLEGE  
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**Current**  
**Art History**  
**Associate in Arts for Transfer**

~~The curriculum in the Art History program is designed to provide the transfer student the opportunity to achieve an Associate in Arts in Art History for Transfer degree by providing the necessary breadth in the field and an introduction to the methods used. The Associate in Arts in Art History for Transfer degree fulfills general education requirements for the college, encourages humanistic learning across disciplines and also provides a foundation for all students looking to transfer to a baccalaureate institution as an Art History or Studio Art major.~~

~~The Associate in Arts in Art History for Transfer provides training for students seeking a career in the arts including museums, galleries, and art practice. Students who complete the Associate in Arts in Art History for Transfer will receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.~~

~~Students who complete the Associate in Arts in Art History for Transfer will be prepared for transfer in art history, be prepared for employment in the field through experience in art history, and demonstrate skills to pursue lifelong learning in the areas of art history.~~

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate knowledge and skills necessary for transfer as an Art History major.
- Demonstrate skills that translate into a higher level of qualification for employment in museum education, museum curating, gallery design, art sales, and many other areas.
- Use various strategies to evaluate and describe elements of art and visual culture as a basis for lifelong learning in the arts.

**Required Courses:**

Course ID	Title	Units
ARTH 25	Survey of Art History – Ancient Worlds to Gothic	3
ARTH 26*	Survey of Western Art History – Renaissance to Contemporary	3
ART 80	Drawing I	3

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

ARTH 22	Survey of Asian Art (India, China, Japan, and Korea)	3
ARTH 23	African and Oceanic Art	3

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

ART 40	2-D Foundations	3
ART 41*	Three-Dimensional Design	3
ART 85*	Drawing from the Live Model I	3
<del>ART 9*</del>	<del>Ceramics Fundamentals</del>	<del>3</del>
ART 70	Fundamentals of Sculpture	3
ART 10*	Ceramics – Handbuilding I	3
ART 60*	Intaglio (Etching) and Relief I	3

**Group C: Select one of the following courses (3-5 units)**

ARTH 21	Women and Art	3
ARTH 24	Indigenous Arts of the Americas	3
ARTH 27	History of American Art	3
<del>ARTH 28</del>	<del>History of Modern Art</del>	<del>3</del>
ARTH 29	Introduction to World Art	3
ART 4	Fundamentals of Art	3
<del>ARTH 20</del>	<del>Art Appreciation</del>	<del>3</del>
SPAN 1*	Elementary Spanish	5
GER 1*	Elementary German	5
FR 1*	Elementary French	5

**Total Units for the Major 18-20**

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

**Revised**  
**Art History**  
**Associate in Arts for Transfer**

The AA-T for Art History is designed for those students primarily seeking employment in fields such as studio art, galleries, art auction, art journalism, art criticism, museums, and teaching. Additionally, students who transfer with an Art History degree are well-prepared for jobs in fields that require abstract and analytical thinking such as consulting, journalism, grant writing, and any other field where desirable candidates require a humanistic education.

Students who complete the Associate in Arts in Art History for Transfer will receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

The Art History program at Saddleback College does not currently have any enrollment limitations, but we offer our non-western art history courses on a rotating basis. This means that students may not be able to enroll in the specific non-western class of their choice before they must declare for graduation.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate knowledge and skills necessary for transfer as an Art History major.
- Demonstrate skills that translate into a higher level of qualification for employment in museum education, museum curating, gallery design, art sales, and many other areas.
- Use various strategies to evaluate and describe elements of art and visual culture as a basis for lifelong learning in the arts.

**Graduation Requirements**

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

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

**Required Core: (9 units)**

Course ID	Title	Units
ARTH 25	Survey of Art History – Ancient Worlds to Gothic	3
ARTH 26*	Survey of Western Art History – Renaissance to Contemporary	3
ART 80	Drawing I	3

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

ARTH 22	Survey of Asian Art (India, China, Japan, and Korea)	3
ARTH 23	African, Oceanic, and Ancient North American Art	3

**List B: Select one of the following courses (3 units)**

ART 40	2-D Foundations	3
ART 41*	Three-Dimensional Design	3
ART 85*	Drawing from the Live Model I	3
ART 10*	Ceramics – Handbuilding I	3
<del>ART 11*</del>	<del>Ceramics – Wheel I</del>	<del>3</del>
<del>PHOT 50</del>	<del>Digital Photography I</del>	<del>3</del>
ART 70	Fundamentals of Sculpture	3
<del>ART 71*</del>	<del>Additive Sculpture</del>	<del>3</del>
<del>ART 72*</del>	<del>Subtractive Sculpture</del>	<del>3</del>
<del>ART 175*</del>	<del>Metal Casting</del>	<del>3</del>
ART 60*	Intaglio (Etching) and Relief I	3
<del>ART 61*</del>	<del>Intaglio (Etching) and Relief II</del>	<del>3</del>
<del>ART 62*</del>	<del>Intaglio (Etching) and Relief III</del>	<del>3</del>

**List C: Select one of the following courses or any List A or List B course not already used (3-5 units)**

ARTH 29	Introduction to World Art	3
ART 4	Fundamentals of Art	3

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ARTH 21	Women and Art	3
ARTH 24	Indigenous Arts of the Americas	3
ARTH 27	History of American Art	3
FR 1*	Elementary French	5
GER 1*	Elementary German	5
SPAN 1*	Elementary Spanish	5

**or**

<b>SPAN 1H*</b>	<b>Honors Elementary Spanish</b>	<b>5</b>
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**Total Units for the Major                      18-20**

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

SADDLEBACK COLLEGE  
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**Current  
Construction Inspection  
Certificate of Achievement**

~~This program~~ is designed to provide technical and theoretical knowledge of construction ~~and secure employment as in-house, agency, city, county, or state building safety inspector.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate working knowledge of ~~either~~ the locally adopted International Building Code ~~or~~ the Residential Building Code.
- Apply inspection techniques required in ~~one of the~~ following areas: concrete inspection, plumbing inspection, mechanical inspection, electrical inspection, general building code inspection.
- Demonstrate knowledge of current construction materials and techniques for residential and commercial construction.

**Required Courses**

Course ID	Title	Units
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 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

**Total Units for the Certificate 23**

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

**Revised  
Construction Inspection  
Certificate of Achievement**

The Construction Inspection Certificate of Achievement program is designed to provide both the technical and the theoretical knowledge of construction. This includes understanding of the International Building Code (IBC) and the Residential Building Code (RBC), as well as inspection of concrete, plumbing systems, electrical systems, mechanical systems, and ability to read blueprints. Students will have knowledge of applicable building codes and be prepared to take professional certification exams in the IBC and RBC. These skills are required to secure employment as a corporate in-house inspector, or an agency, city, county or state building and safety inspector.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate working knowledge of the locally adopted International Building Code and/or the Residential Building Code.
- Apply inspection techniques required in the following areas: concrete inspection, plumbing inspection, mechanical inspection, electrical inspection, general building code inspection.
- Demonstrate knowledge of current construction materials and techniques for residential and commercial construction.

**Required Courses**

Course ID	Title	Units
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 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

**Total Units for the Certificate 23**

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
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**Current**  
**Construction Inspection**  
**Associate in Science**

~~This program is designed to provide technical and theoretical knowledge of construction and secure employment as in-house, agency, city, county, or state building safety inspector.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate working knowledge of ~~either~~ the locally adopted International Building Code ~~or~~ the Residential Building Code.
- Apply inspection techniques required in ~~one of the~~ following areas: concrete inspection, plumbing inspection, mechanical inspection, electrical inspection, general building code inspection.
- Demonstrate knowledge of current construction materials and techniques for residential and commercial construction.

**Required Courses**

Course ID	Title	Units
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 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
<b>Total Units for the Major</b>		<b>23</b>

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

**Associate Degree**

**Associate in Science Degree**

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

**General Education Requirements for Associate Degrees**

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

Suggested coursework not required for the major: MATH 351.

**Revised**  
**Construction Inspection**  
**Associate of Science**

The Construction Inspection Associate of Science program is designed to provide both the technical and the theoretical knowledge of construction. This includes understanding of the International Building Code (IBC) and the Residential Building Code (RBC), as well as inspection of concrete, plumbing systems, electrical systems, mechanical systems, and ability to read blueprints. Students will have knowledge of applicable building codes and be prepared to take professional certification exams in the IBC and RBC. These skills are required to secure employment as a corporate in-house inspector, or an agency, city, county or state building and safety inspector.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate working knowledge of the locally adopted International Building Code and/or the Residential Building Code.
- Apply inspection techniques required in the following areas: concrete inspection, plumbing inspection, mechanical inspection, electrical inspection, general building code inspection.
- Demonstrate knowledge of current construction materials and techniques for residential and commercial construction.

**Required Courses**

Course ID	Title	Units
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 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
<b>Total Units for the Major</b>		<b>23</b>

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

**Associate 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.

Suggested coursework not required for the major: MATH 351.

SADDLEBACK COLLEGE  
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**Current**  
**Drafting Technology**  
**Certificate of Achievement**

The Drafting Technology program includes courses designed to provide a general background and specialized skills to help the student find employment in government and private enterprise, especially where drafting skills are required.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Communicate designs in 2 languages of mechanical drafting: AutoCAD and Solidworks.
- Demonstrate proficient drafting skills in 2 dimensional and 3 dimensional drawings.
- Demonstrate knowledge of annotation and dimensioning techniques used in producing drawings in the engineering and manufacturing fields.

**Required Courses**

Course ID	Title	Units
DR 23	Engineering Graphics	3
or		
DR 100	Fundamentals of Industrial and Mechanical Design	3
DR 50*	Introduction to Computer-Aided Drafting	3
or		
ARCH 50*	Introduction to Computer-Aided Drafting	3
DR 51*	Computer-Aided Drafting	3
or		
ARCH 51*	Computer-Aided Drafting	3
DR 101*	Mechanical Design	3
DR 102	Mech Design and Marketing Portfolio	3
DR 120	Engineering Technology	3
DR 152*	Advanced Computer-Aided Design	3
or		
ARCH 152*	Advanced Computer-Aided Design	3
DR 200*	3D Parametric Modeling – Solidworks	3
DR 201*	Advanced 3D Parametric Modeling – Solidworks	3
DR 202*	Geometric Dimensioning and Tolerancing	3
DR 203	Green & Sustainable Manufacturing Design	3
	Select from Restricted Electives	3
<b>Total Units for the Certificate</b>		<b>36</b>

**Restricted Electives**

ET 101	Survey of Electronics	3
MFG 200*	Introduction to Rapid Prototyping Technology	3

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

Students who have completed one year of high school mechanical drafting, or equivalent, are exempt from taking DR 100.

**Revised**  
**Drafting Technology**  
**Certificate of Achievement**

The Drafting Technology **Certificate of Achievement** program includes courses designed to provide a general background and specialized skills to help the student find **entry-level** employment in government and private enterprise, especially where drafting skills are required. **Main competencies include understanding CAD, Solidworks, and similar software programs, ability to draft and annotate drawings in 2D and 3D views, and ability to interpret and work from mechanical drawings. Students will be prepared to work as mechanical drafters, industrial design drafters, and manufacturing drafters.**

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Communicate designs in 2 languages of mechanical drafting: AutoCAD and Solidworks.
- Demonstrate proficient drafting skills in 2 dimensional and 3 dimensional drawings.
- Demonstrate knowledge of annotation and dimensioning techniques used in producing drawings in the engineering and manufacturing fields.
- **Discuss drafting techniques, drafting software languages, and digital visualization**

**Required Courses**

Course ID	Title	Units
DR 23	Engineering Graphics	3
or		
DR 100	Fundamentals of Industrial and Mechanical Design	3
DR 50*	Introduction to Computer-Aided Drafting	3
or		
ARCH 50*	Introduction to Computer-Aided Drafting	3
DR 51*	Computer-Aided Drafting	3
or		
ARCH 51*	Computer-Aided Drafting	3
DR 101*	Mechanical Design	3
DR 102	Mech Design and Marketing Portfolio	3
DR 120	Engineering Technology	3
DR 152*	Advanced Computer-Aided Design	3
or		
ARCH 152*	Advanced Computer-Aided Design	3
DR 200*	3D Parametric Modeling – Solidworks	3
DR 201*	Advanced 3D Parametric Modeling – Solidworks	3
DR 202*	Geometric Dimensioning and Tolerancing	3
DR 203	Green & Sustainable Manufacturing Design	3
	Select <b>one course</b> from Restricted Electives	3

**Total Units for the Certificate 33-36**

**Restricted Electives**

ET 101	Survey of Electronics	3
MFG 200*	Introduction to Rapid Prototyping Technology	3

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

Students who have completed one year of high school mechanical drafting, or equivalent, are exempt from taking DR 100.

SADDLEBACK COLLEGE  
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**Current**  
**Drafting Technology**  
**Associate in Science**

The Drafting Technology program includes courses designed to provide a general background and specialized skills to help the student find employment in government and private enterprise, especially where drafting skills are required.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Communicate designs in 2 languages of mechanical drafting: AutoCAD and Solidworks.
- Demonstrate proficient drafting skills in 2 dimensional and 3 dimensional drawings.
- Demonstrate knowledge of annotation and dimensioning techniques used in producing drawings in the engineering and manufacturing fields.

**Required Courses**

Course ID	Title	Units
DR 23	Engineering Graphics	3
or		
DR 100	Fundamentals of Industrial and Mechanical Design	3
DR 50*	Introduction to Computer-Aided Drafting	3
or		
ARCH 50*	Introduction to Computer-Aided Drafting	3
DR 51*	Computer-Aided Drafting	3
or		
ARCH 51*	Computer-Aided Drafting	3
DR 101*	Mechanical Design	3
DR 102	Mech Design and Marketing Portfolio	3
DR 120	Engineering Technology	3
DR 152*	Advanced Computer-Aided Design	3
or		
ARCH 152*	Advanced Computer-Aided Design	3
DR 200*	3D Parametric Modeling – Solidworks	3
DR 201*	Advanced 3D Parametric Modeling – Solidworks	3
DR 202*	Geometric Dimensioning and Tolerancing	3
DR 203	Green & Sustainable Manufacturing Design	3
	Select from Restricted Electives	3
<b>Total Units for the Major</b>		<b>36</b>

**Restricted Electives**

ET 101	Survey of Electronics	3
MFG 200*	Introduction to Rapid Prototyping Technology	3

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

Students who have completed one year of high school mechanical drafting, or equivalent, are exempt from taking DR 100.

**Associate Degree**

**Associate in Science Degree**

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

**General Education Requirements for Associate Degrees**

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

**Suggested coursework not required for the major: ARCH 124A; CIM 1; CS 1A; GEOL 23/ENV 23; MATH 124, MATH 251, MATH 253, 255; PHYS 20.**

**Revised**  
**Drafting Technology**  
**Associate of Science**

The Drafting Technology **Associate of Science degree** program includes courses designed to provide a general background and specialized skills to help the student find **entry-level** employment in government and private enterprise, especially where drafting skills are required. **Main competencies include understanding CAD, Solidworks, and similar software programs, ability to draft and annotate drawings in 2D and 3D views, and ability to interpret and work from mechanical drawings. Students will be prepared to work as mechanical drafters, industrial design drafters, and manufacturing drafters.**

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Communicate designs in 2 languages of mechanical drafting: AutoCAD and Solidworks.
- Demonstrate proficient drafting skills in 2 dimensional and 3 dimensional drawings.
- Demonstrate knowledge of annotation and dimensioning techniques used in producing drawings in the engineering and manufacturing fields.
- **Discuss drafting techniques, drafting software languages, and digital visualization.**

**Required Courses**

Course ID	Title	Units
DR 23	Engineering Graphics	3
or		
DR 100	Fundamentals of Industrial and Mechanical Design	3
DR 50*	Introduction to Computer-Aided Drafting	3
or		
ARCH 50*	Introduction to Computer-Aided Drafting	3
DR 51*	Computer-Aided Drafting	3
or		
ARCH 51*	Computer-Aided Drafting	3
DR 101*	Mechanical Design	3
DR 102	Mech Design and Marketing Portfolio	3
DR 120	Engineering Technology	3
DR 152*	Advanced Computer-Aided Design	3
or		
ARCH 152*	Advanced Computer-Aided Design	3
DR 200*	3D Parametric Modeling – Solidworks	3
DR 201*	Advanced 3D Parametric Modeling – Solidworks	3
DR 202*	Geometric Dimensioning and Tolerancing	3
DR 203	Green & Sustainable Manufacturing Design	3
	Select <b>one course</b> from Restricted Electives	3
<b>Total Units for the Major</b>		<b>33-36</b>

**Restricted Electives**

ET 101	Survey of Electronics	3
MFG 200*	Introduction to Rapid Prototyping Technology	3

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

Students who have completed one year of high school mechanical drafting, or equivalent, are exempt from taking DR 100.

**Associate 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  
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**Current**

**Associate in Arts in Elementary Teacher  
Education for Transfer Degree**

Upon completion of the Associate in Arts in Elementary Teacher Education for Transfer, students will have a strong foundation in introductory content area subject matter requirements for teaching at the elementary school level. Students will also have the opportunity to participate in supervised fieldwork in K-12 settings. Students who complete the Associate in Arts Degree in Elementary Teacher Education for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate introductory subject matter competency for the Multiple Subject California Subject Examination for Teachers (CSET).
- Compare and contrast teaching strategies and approaches appropriate to students of diverse needs, abilities, and backgrounds.
- Discuss the historical influences and current trends in education.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
<b>Required Courses</b>		
<b>EDUC 90*</b>	Intro to Elementary Education	3
<b>CD 107</b>	Child Growth and Development	3
<b>BIO 20</b>	Introduction to Biology	4
<b>CHEM 3*</b>	Fundamental Chemistry	4
<b>PHYS 20</b>	The Ideas and Events of Physics	4
<b>GEOL 20</b>	Introduction to Earth Science	4
<b>MATH 112*</b>	Mathematics for Elementary School Teachers	5
<b>SP 1</b>	Communication Fundamentals	3
<b>ENG 1A*</b>	Principles of Composition I	4
<b>ENG 25*</b>	Introduction to Literature	3
<b>GEOG 3</b>	World Regional Geography	3
<b>HIST 4</b>	World History to 1750	3
<b>HIST 16</b>	History of the United States to 1876	3
<b>PS 1</b>	American Government	3

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

<b>ENG 1B</b>	Principles of Composition II	3
<b>ENG 170</b>	Reasoning and College Reading	3

**Group B: Select one of the following courses (3 Units)**

<b>ANTH 20</b>	Art Appreciation	3
<b>MUS 20</b>	Music Appreciation	3
<b>TA 20</b>	Theatre Appreciation	3

**Revised**

**Associate in Arts in Elementary Teacher  
Education for Transfer Degree**

Upon completion of the Associate in Arts in Elementary Teacher Education for Transfer degree, students will have a strong foundation in introductory content area subject matter requirements for teaching at the elementary school level. Students will also have the opportunity to participate in supervised fieldwork in K-12 settings. Students who complete the Associate in Arts Degree in Elementary Teacher Education for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate introductory subject matter competency for the Multiple Subject California Subject Examination for Teachers (CSET).
- Compare and contrast teaching strategies and approaches appropriate to students of diverse needs, abilities, and backgrounds.
- Discuss the historical influences and current trends in education.

**Graduation Requirements**

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

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

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
<b>Required Core</b>		
<b>CDE 90*</b>	Intro to Elementary Education	3
<b>CDE 7*</b>	Child Growth and Development	3
<b>Or</b>		
<b>CDE 7H*</b>	<b>Honors Child Growth and Development</b>	<b>3</b>
<b>BIO 20</b>	Introduction to Biology	4
<b>CHEM 3*</b>	Fundamental Chemistry	4
<b>PHYS 20</b>	The Ideas and Events of Physics	4
<b>GEOL 20</b>	Introduction to Earth Science	4
<b>MATH 14*</b>	Mathematics for Elementary School Teachers	5
<b>SP 1</b>	Communication Fundamentals	3
<b>Or</b>		
<b>SP 1H</b>	<b>Honors Communication Fundamentals</b>	<b>3</b>

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

ENG 142*	Children's Literature	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 15A*	Survey of American Literature—1620-1860	3
ENG 15B*	Survey of American Literature 1860-Contemporary	3
PHIL 1*	Introduction to Philosophy	3
PHIL 15*	Introduction to Ethics	3
HUM 1*	Introduction to Humanities	3
HUM 21*	The Search for Meaning—Ideas of Self Across Cultures	3
ANTH 3*	Culture and Language	3
Total Units for the Major:		58

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

ENG 1A*	Principles of Composition I	4
<b>Or</b>		
ENG 1AH*	Honors Principles of Composition I	4
ENG 25*	Introduction to Literature	3
GEOG 3	World Regional Geography	3
HIST 4	World History to 1500	3
HIST 16	History of the United States to 1876	3
PS 1	American Government	3
<b>Or</b>		
PS 1H	Honors American Government	3

**Group A: Select one**

ENG 1B*	Principles of Composition II	3
<b>Or</b>		
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3

**Group B: Select one**

ARTH 20	Art Appreciation	3
MUS 20	Music Appreciation	3
TA 20	Theatre Appreciation	3
Total Units for the Major:		55

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



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**Current**  
**Graphic Communications**  
**Certificate of Achievement**

Graphic Communications Certificate Program includes ~~electronic and traditional printing, computer graphics, screen printing, letterpress and related areas~~. The discipline focuses on the creation, production, and reproduction in printed and digital form. ~~Students are encouraged to adhere to electives noted for a rounded educational experience.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental traditional and digital ~~pre-press~~ and reproduction skills for commercial ~~print production~~
- Select and use appropriate ~~pre-press and~~ production software and hardware
- Demonstrate skills typically found in the commercial ~~pre-press and print production field~~

**Required Courses**

Course ID	Title	Units
GC 63	Introduction to Screen Printing	3
or		
ART 63	Introduction to Screen Printing	3
GC 101	Introduction to Graphic Communication	3
GC 106*	Advanced Screen Printing	3
GC 195*	Graphics Studio	3
<del>GC 210</del>	<del>Letterpress</del>	<del>3</del>
GD 144	Typography	3
GD 147	Introduction to Computer Graphics	3
GD 151	Digital Layout and Design	3
GD 154*	Digital Pre-Press	3

**Total Units for the Certificate 27**

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

**Revised**  
**Graphic Communications**  
**Certificate of Achievement**

The Graphic Communications Certificate of Achievement program includes traditional and digital printing and applications, linking design and technology. Coursework prepares students for entry-level employment typically found in the graphic communications field, including digital and traditional printing and prepress technician, designer, surface designer, textile and clothing printing including silk screen and sublimation, textile designer, printing press operator, and related print and digital media. The discipline focuses on creation, production, and reproduction, in printed and digital form. The program also provides coursework for professionals interested in upgrading skills and/or receiving certification in the field.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental traditional and digital design, production, and reproduction skills for commercial graphic communication and new media
- Select and use appropriate production software and hardware technology
- Demonstrate skills typically found in the commercial traditional and digital print and media industry

**Required Core**

Course ID	Title	Units
GC 63	Introduction to Screen Printing	3
or		
ART 63	Introduction to Screen Printing	3
GC 101	Introduction to Graphic Communication	3
GD 147	Introduction to Computer Graphics	3
GD 144	Typography	3
GC 106*	Advanced Screen Printing	3
GD 151	Digital Layout and Design	3
GD 154*	Digital Pre-Press	3
GC 195*	Graphics Studio	3
<del>GD 160*</del>	<del>Professional Practices for Graphic Designers</del>	<del>3</del>
<u>CWE 180</u>	<u>Co-Op-Ed Graphics</u>	<u>1</u>
<u>GC 215</u>	<u>Introduction to Vehicle Wrap Design and Application</u>	<u>1</u>

**Total Units for the Certificate 29**

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

SADDLEBACK COLLEGE  
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**Current**  
**Graphic Communications**  
**Associate in Science**

Graphic Communications ~~Certificate Program~~ includes ~~electronic and traditional printing, computer graphics, screen printing, letterpress and related areas~~. The discipline focuses on ~~the~~ creation, production, and reproduction in printed and digital form. ~~Students are encouraged to adhere to electives noted for a rounded educational experience.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental traditional and digital ~~pre-press~~ and reproduction skills for commercial ~~print production~~
- Select and use appropriate ~~pre-press and~~ production software and hardware
- Demonstrate skills typically found in the commercial ~~pre-press and print production field~~

**Required Courses**

Course ID	Title	Units
GC 63	Introduction to Screen Printing	3
or		
ART 63	Introduction to Screen Printing	3
GC 101	Introduction to Graphic Communication	3
GC 106*	Advanced Screen Printing	3
GC 195*	Graphics Studio	3
<del>GC 210</del>	<del>Letterpress</del>	<del>3</del>
GD 144	Typography	3
GD 147	Introduction to Computer Graphics	3
GD 151	Digital Layout and Design	3
GD 154*	Digital Pre-Press	3

**Total Units for the Major 27**

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

**Associate in Science Degree**

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

**General Education Requirements for Associate Degrees**

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

**Suggested coursework not required for the major: GD 140/ART 140, ART 141, ART 142.**

**Revised**  
**Graphic Communications**  
**Associate of Science**

The Graphic Communications Associate of Science degree program includes traditional and digital printing and applications, linking design and technology. Coursework prepares students for entry-level employment typically found in the graphic communications field, including digital and traditional printing and prepress technician, designer, surface designer, textile and clothing printing including silk screen and sublimation, textile designer, printing press operator, and related print and digital media. The discipline focuses on creation, production, and reproduction, in printed and digital form. The program also provides coursework for professionals interested in upgrading skills and receiving an associate degree in the field.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental traditional and digital design, production, and reproduction skills for commercial graphic communication and new media
- Select and use appropriate production software and hardware technology
- Demonstrate skills typically found in the commercial traditional and digital print and media industry

**Required Core**

Course ID	Title	Units
GC 63	Introduction to Screen Printing	3
or		
ART 63	Introduction to Screen Printing	3
GC 101	Introduction to Graphic Communication	3
GD 147	Introduction to Computer Graphics	3
GD 144	Typography	3
GC 106*	Advanced Screen Printing	3
GD 151	Digital Layout and Design	3
GD 154*	Digital Pre-Press	3
GC 195*	Graphics Studio	3
<del>GD 160*</del>	<del>Professional Practices for Graphic Designers</del>	<del>3</del>
<del>CWE 180</del>	<del>Co-Op-Ed Graphics</del>	<del>1</del>
<del>GC 215</del>	<del>Introduction to Vehicle Wrap Design and Application</del>	<del>1</del>

**Total Units for the Major 29**

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

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

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**Current  
Graphic Design  
Certificate of Achievement**

~~This program option~~ prepares students for careers typically found in the graphic design field, such as ~~art director~~, graphic designer, production artist, package designer, or product designer. The study encompasses all phases of the design processes from origination of the idea (design, layout, and typography) through reproduction, finishing and distribution. ~~Students are encouraged to adhere to electives noted for a rounded educational experience.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental design skills
- Select and use appropriate graphic design software
- Demonstrate skills typically found in the graphic design field

**Required Courses**

Course ID	Title	Units
GD 140	Beginning Graphic Design	3
or		
ART 140	Beginning Graphic Design	3
GD 142	Package Design	3
or		
ART 142	Package Design	3
GD 144	Typography	3
GD 145	Graphic Illustration	3
or		
ART 145	Graphic Illustration	3
GD 147	Introduction to Computer Graphics	3
GD 149	Digital Illustration	3
GD 154*	Digital Pre-Press	3
GD 200	Photoshop Skills for Graphic Designers	3
GD 240	Intermediate Graphic Design	3
or		
ART 240*	Intermediate Graphic Design	3
CWE 180	Co-Op-Ed-Graphics	1

**Total Units for the Certificate 28**

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

**Revised  
Graphic Design  
Certificate of Achievement**

**The Certificate of Achievement in Graphic Design program** prepares students for **entry-level** careers typically found in the graphic design field, such as graphic designer, production artist, package designer, or product designer. **The program also provides coursework for professionals interested in upgrading skills and/or receiving certification in the field.** The study encompasses all phases of the design processes from origination of the idea (design, layout, and typography) through reproduction, finishing and distribution.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental design skills
- Select and use appropriate graphic design software
- Demonstrate skills typically found in the graphic design field

**Required Core**

Course ID	Title	Units
<b>GD 2</b>	<b>History of Graphic Design</b>	<b>3</b>
GD 140	Beginning Graphic Design	3
or		
ART 140	Beginning Graphic Design	3
GD 142	Package Design	3
or		
ART 142	Package Design	3
GD 144	Typography	3
GD 145	Graphic Illustration	3
or		
ART 145	Graphic Illustration	3
GD 147	Introduction to Computer Graphics	3
GD 149	Digital Illustration	3
GD 154*	Digital Pre-Press	3
<b>GD 160*</b>	<b>Professional Practices for Graphic Designers</b>	<b>3</b>
GD 200	Photoshop Skills for Graphic Designers	3
GD 240*	Intermediate Graphic Design	3
or		
ART 240*	Intermediate Graphic Design	3
CWE 180	Co-Op-Ed-Graphics	1

**Total Units for the Certificate 34**

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

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**Current**  
**Graphic Design**  
**Associate in Science**

~~This program option~~ prepares students for ~~careers typically found~~ in the graphic design field, such as ~~art director~~, graphic designer, production artist, package designer, or product designer. The study encompasses all phases of the design processes from origination of the idea (design, layout, and typography) through reproduction, finishing and distribution. ~~Students are encouraged to adhere to electives noted for a rounded educational experience.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental design skills
- Select and use appropriate graphic design software
- Demonstrate skills typically found in the graphic design field

**Required Courses**

Course ID	Title	Units
GD 140	Beginning Graphic Design	3
or		
ART 140	Beginning Graphic Design	3
GD 142	Package Design	3
or		
ART 142	Package Design	3
GD 144	Typography	3
GD 145	Graphic Illustration	3
or		
ART 145	Graphic Illustration	3
GD 147	Introduction to Computer Graphics	3
GD 149	Digital Illustration	3
GD 154*	Digital Pre-Press	3
GD 200	Photoshop Skills for Graphic Designers	3
GD 240	Intermediate Graphic Design	3
or		
ART 240*	Intermediate Graphic Design	3
CWE 180	Co-Op-Ed-Graphics	1
<b>Total Units for the Major</b>		<b>28</b>

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

**Associate in Science Degree**

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

**General Education Requirements for Associate Degrees**

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

**Suggested coursework not required for the major: ART 40, ART 41, ART 80, ART 85, GC 101.**

**Revised**  
**Graphic Design**  
**Associate of Science**

The Associate of Science in Graphic Design program prepares students for entry-level careers in the graphic design field, such as graphic designer, production artist, package designer, or product designer. The program also provides coursework for professionals interested in upgrading skills and/or receiving certification in the field. The study encompasses all phases of the design processes from origination of the idea (design, layout, and typography) through reproduction, finishing and distribution.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental design skills
- Select and use appropriate graphic design software
- Demonstrate skills typically found in the graphic design field

**Required Core**

Course ID	Title	Units
<b>GD 2</b>	<b>History of Graphic Design</b>	<b>3</b>
GD 140	Beginning Graphic Design	3
or		
ART 140	Beginning Graphic Design	3
GD 142	Package Design	3
or		
ART 142	Package Design	3
GD 144	Typography	3
GD 145	Graphic Illustration	3
or		
ART 145	Graphic Illustration	3
GD 147	Introduction to Computer Graphics	3
GD 149	Digital Illustration	3
GD 154*	Digital Pre-Press	3
<b>GD 160*</b>	<b>Professional Practices for Graphic Designers</b>	<b>3</b>
GD 200	Photoshop Skills for Graphic Designers	3
GD 240*	Intermediate Graphic Design	3
or		
ART 240*	Intermediate Graphic Design	3
CWE 180	Co-Op-Ed-Graphics	1
<b>Total Units for the Major</b>		<b>34</b>

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

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

SADDLEBACK COLLEGE  
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**Current  
Liberal Studies  
Associate in Arts**

The curriculum in the Liberal Studies Associate Degree program is designed for students transferring to a four-year college or university intending to pursue a Liberal Studies Major.

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.

**Complete 18 units as described below:**

•ENG 1A\* 4 Units

•SP 1 or 5 3 Units

•PS 1 3 Units

**Select one of the following:**

•ENG 1B\*, 170; PHIL 12\*; SP 2\*, 3\* 3 Units

**Select one of the following:**

•HIST 7, 8, 16, 17, 22 3 Units

**Select one of the following:**

•MATH 2\*, 3A\*, 3B\*, 3C\* 7\*, 8\*, 10\*, 11\*, 24\*, 26\*, 124\* 3-5 Units

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

**Associate in Arts Degree**

~~Completion of the certificate program and~~ a minimum of 60 units including the general education requirements with an overall GPA of 2.0 ~~qualifies the student~~ for the Associate in 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.

**Revised  
Liberal Studies  
Associate of Arts**

The curriculum in the Liberal Studies Associate Degree program is designed for students transferring to a four-year college or university intending to pursue a Liberal Studies major.

Students planning to transfer to California State University (CSU), the University of California (UC), or an institution ~~that~~ 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).

**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.

**Required Core:**

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
ENG 1A*	Principles of Composition I	4
<u>Or</u>		
ENG 1AH*	Honors Principles of Composition I	4
SP 1	Communication Fundamentals	3
<u>Or</u>		
SP 1H	Honors Communication Fundamentals	3
<u>Or</u>		
SP 5	Interpersonal Communication	3
PS 1	American Government	3
<u>Or</u>		
PS 1H	Honors American Government	3

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

ENG 1B*	Principles of Composition II	3
<u>Or</u>		
ENG 1BH*	Honors Principles of Composition II	3
<u>Or</u>		
ENG 70*	Reasoning and College Reading	3
<u>Or</u>		
PHIL 12*	Introduction to Logic	3
<u>Or</u>		
SP 2*	Persuasion	3
<u>Or</u>		
SP 3*	Argumentation and Debate	3

**Group B: Select one of the following courses (3 Units)**

HIST 16	History of the United States to 1876	3
<u>Or</u>		
HIST 17	History of the United States since 1876	3
<u>Or</u>		
HIST 22	Survey of United States History	3

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**Group C: Select one of the following courses (3-5 Units)**

<b>MATH 2*</b>	<b>Pre-Calculus Mathematics</b>	<b>5</b>
<b>Or</b>		
<b>MATH 3A*</b>	<b>Analytic Geometry and Calculus</b>	<b>5</b>
<b>Or</b>		
<b>MATH 3AH*</b>	<b>Honors Analytic Geometry and Calculus</b>	<b>5</b>
<b>Or</b>		
<b>MATH 3B*</b>	<b>Analytic Geometry and Calculus</b>	<b>5</b>
<b>Or</b>		
<b>MATH 3C*</b>	<b>Analytic Geometry and Calculus</b>	<b>5</b>
<b>Or</b>		
<b>MATH 7*</b>	<b>College Algebra</b>	<b>5</b>
<b>Or</b>		
<b>MATH 8*</b>	<b>College Algebra for Brief Calculus</b>	<b>5</b>
<b>Or</b>		
<b>MATH 10*</b>	<b>Introduction to Statistics</b>	<b>3</b>
<b>Or</b>		
<b>MATH 11*</b>	<b>A Brief Course in Calculus</b>	<b>5</b>
<b>Or</b>		
<b>MATH 14*</b>	<b>Mathematics for Elementary School Teachers</b>	<b>5</b>
<b>Or</b>		
<b>MATH 24*</b>	<b>Elementary Differential Equations</b>	<b>4</b>
<b>Or</b>		
<b>MATH 26*</b>	<b>Introduction to Linear Algebra</b>	<b>4</b>
<b>Or</b>		
<b>MATH 103*</b>	<b>Mathematical Ideas</b>	<b>3</b>
<b>Or</b>		
<b>MATH 124*</b>	<b>Trigonometry</b>	<b>3</b>
<b>Or</b>		
<b>PSYC 44*</b>	<b>Statistics for the Behavioral Sciences</b>	<b>3</b>
<b>Total Units for the Major:</b>		<b>19-21</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 an 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 2018-2019

**Current**  
**Theatre Arts Performance and Acting**  
**Associate in Arts**

The ~~curriculum in the Theatre Arts, Performing/Acting Associate Degree~~ program is designed to provide the student the opportunity to achieve an Associate degree. A ~~baccalaureate degree~~ or higher is recommended for those considering professional career ~~related to this field~~. An ~~Associate Degree~~ would demonstrate commitment to the major for those transferring to other institutes of higher learning and may support attempts to gain employment in ~~the field~~.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Required Courses:**

Course ID	Title	Units
ETT 40	Stagecraft	4
TA 1	Fundamentals of Acting	3
TA 2*	Scene Study I	3
TA 11	Stage Movement	3
<b>TA 43</b>	<b>Stage Make-Up</b>	<b>1</b>
	<b>Select from Appreciation and History</b>	<b>3</b>
	<b>Select from Rehearsal and Performance</b>	<b>5-2</b>
	<b>Select from Acting</b>	<b>6</b>
	<b>Select from Restricted Electives</b>	<b>3</b>
<b>Total Units for the Major</b>		<b>26:5-28</b>

**Appreciation and History:**

TA 25	Theatre History – Primitive to Renaissance	3
<b>TA 26</b>	<b>Theatre History – Renaissance to Contemporary</b>	<b>3</b>

**Rehearsal and Performance:**

ETT 142	Theatre Production	<b>5 or 1</b>
TA 15	Rehearsal and Performance: Drama	4
TA 16	Rehearsal and Performance: Comedy	4
TA 17	Rehearsal and Performance: Mixed Genres	4
<b>TA 18</b>	<b>Rehearsal and Performance: Dance</b>	<b>4</b>
TA 19	Rehearsal and Performance: Musical Theatre	4

**Acting:**

<b>TA 3*</b>	<b>Scene Study II</b>	<b>3</b>
<b>TA 4*</b>	<b>Acting Styles I</b>	<b>3</b>
<b>TA 5*</b>	<b>Acting Styles II</b>	<b>3</b>
<b>TA 10</b>	<b>Musical Theatre Techniques</b>	<b>3</b>
<b>TA 290*</b>	<b>Acting for Television and Film</b>	<b>3</b>

**Restricted Electives:**

ETT 41	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
<b>ETT 45</b>	<b>Scene Design</b>	<b>3</b>
ETT 101*	Fundamentals of Design and Graphics for Theatre	3
<b>TA 102</b>	<b>Stage Management</b>	<b>3</b>

\*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 an 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.

**Suggested coursework not required for the major: TA 12, TA 20, TA 22, TA 30, TA 32, TA 108, TA 110, TA 113, 130.**

**Revised**  
**Theatre Arts Performance and Acting**  
**Associate of Arts**

The **Theatre Arts Performance and Acting Associate of Arts Degree program** is designed to provide the student the opportunity to **obtain professional training and achieve an Associate Degree in Theatre Arts. With this degree, a student can transfer to an institution of higher learning which offers a BA or BFA in Drama Studies, Theatre Arts, Theatre Education and other related Liberal Arts degrees. Students should consult the transfer institutions for concentration specific requirements.** A Baccalaureate Degree in Theatre Arts or higher is recommended for those considering a professional career in Performance and Acting. An Associate of Arts degree would demonstrate commitment to the major for those transferring to other institutes of higher learning and may support attempts to gain employment in **performance, acting, or voice over work.**

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Required Courses:**

Course ID	Title	Units
ETT 40	Stagecraft	<b>3</b>
TA 1	Fundamentals of Acting	3
TA 2*	Scene Study I	3
<b>TA 3*</b>	<b>Scene Study II</b>	<b>3</b>
TA 11	Stage Movement	3
<b>TA 35</b>	<b>Voice and Diction</b>	<b>3</b>
	<b>Select two units from Group 1: Rehearsal, Performance, and Production</b>	<b>2</b>
	<b>Select one course from Group 2: Appreciation and History</b>	<b>3</b>
	<b>Select one course from Group 3: Theatre Electives</b>	<b>3</b>

**Total Units for the Major 26**

**Group 1: Rehearsal, Performance, and Production (select 2 units)**

ETT 142	Theatre Production	<b>1 (2)</b>
TA 15*	Rehearsal and Performance – Drama	<b>2</b>
TA 16*	Rehearsal and Performance – Comedy	<b>2</b>
TA 17*	Rehearsal and Performance – Mixed Genres	<b>2</b>
TA 19*	Rehearsal and Performance – Musical Theatre	<b>2</b>
<b>TA 113*</b>	<b>Rehearsal and Performance – Children's Theatre</b>	<b>2</b>

**Group 2: Appreciation and History (select one course)**

<b>TA 20</b>	<b>Theatre Appreciation</b>	<b>3</b>
TA 25	Theatre History – Primitive to Renaissance	3
<b>TA 22</b>	<b>Musical Theatre History and Appreciation</b>	<b>3</b>

**Group 3: Theatre Electives (select one course)**

ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
ETT 101*	Fundamentals of Design and Graphics for Theatre	3
<b>TA 4*</b>	<b>Acting Styles I</b>	<b>3</b>
<b>TA 10</b>	<b>Musical Theatre Techniques</b>	<b>3</b>
<b>TA 12*</b>	<b>Directing</b>	<b>3</b>

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

**♦ If ETT 142 is selected, the student will need to take it twice to reach 2 units.**

**Associate of Arts 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 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 2018-2019

**Current**  
**Theatre Arts Technical Theatre**  
**Associate in Arts**

~~The Entertainment and Theatre Technology program prepares students with the necessary skills to obtain entry-level positions in the technical fields of the entertainment industries.~~

~~The Associate degree is designed to prepare students to transfer to a baccalaureate or higher degree program.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate skills for entry level positions in the professional entertainment industry.
- Demonstrate the basic components of stagecraft.
- Demonstrate a variety of acting techniques.

~~ETT 240\* is a non-transferable course required by the Theatre Arts Department for this degree.~~

**Required Courses:**

Course ID	Title	Units
ETT 40	Stagecraft	4
ETT 100*	Applied Technical Theatre Production	3
ETT 142	Theatre Production	1
<del>ETT 240*</del>	<del>Advanced Stagecraft</del>	<del>3</del>
TA 1	Fundamentals of Acting	3
	Select from <b>Appreciation &amp; History</b>	3
	Select from <b>Restricted Electives</b>	3-6
<b>Total Units for the Major</b>		<b>18-23</b>

**Appreciation and History:**

TA 20	Theatre Appreciation	3
TA 25	Theatre History – Primitive to Renaissance	3
<del>TA 26</del>	<del>Theatre History – Renaissance to Contemporary</del>	<del>3</del>

**Restricted Electives:**

ETT 41	Stage Lighting	3
ETT 42	Costume Design	3
<del>ETT 45</del>	<del>Scene Design</del>	<del>3</del>
<del>ETT 101*</del>	<del>Fundamentals of Design and Graphics for Theatre</del>	<del>3</del>
<del>ETT 104</del>	<del>Costume Crafts</del>	<del>3</del>
<del>ETT 130</del>	<del>Theatre Management</del>	<del>3</del>
ETT 144	Theatre Scenery Painting	2
<del>TA 102</del>	<del>Stage Management</del>	<del>3</del>

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

**Associate in Arts Degree**

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

**General Education Requirements for Associate Degrees**

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

**Revised**  
**Theatre Arts Technical Theatre**  
**Associate of Arts**

The Theatre Arts Technical Theatre Associate of Arts degree program is designed to provide the student the opportunity to obtain professional training and achieve an Associate Degree in Technical Theatre. With this degree, a student can transfer to an institution of higher learning which offers a BA in Drama Studies, Theatre Arts, Theatre Education, Technical Theatre and other related Liberal Arts degrees. A Baccalaureate Degree in Theatre Arts or higher is recommended for those considering a professional career in the entertainment industry or theatre. An Associate Degree would demonstrate commitment to the major for those transferring to other institutes of higher learning and may support attempts to gain entry-level employment as a Theatre Technician, Theatrical Stage Employee, Moving Picture Technician, Entertainment Artist, or in Allied Crafts.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate skills for entry level positions in the professional entertainment industry.
- Demonstrate the basic components of stagecraft.
- Demonstrate a variety of acting techniques.

**Required Core:**

Course ID	Title	Units
ETT 40	Stagecraft	3
ETT 100*	Applied Technical Theatre Production	2
ETT 142	Theatre Production	1 (3)
<del>ETT 101*</del>	<del>Fundamentals of Design and Graphics for Theatre</del>	<del>3</del>
TA 1	Fundamentals of Acting	3
	Select <b>one course</b> from <b>Group 1</b>	3
	Select <b>one course</b> from <b>Group 2</b>	2-3
<b>Total Units for the Major</b>		<b>19-20</b>

**Group 1:**

TA 20	Theatre Appreciation	3
<del>TA 22</del>	<del>Musical Theatre History and Appreciation</del>	<del>3</del>
TA 25	Theatre History – Primitive to Renaissance	3

**Group 2:**

ETT 41*	<b>Lighting Design Fundamentals</b>	3
ETT 42	Costume Design	3
ETT 144	Theatre Scenery Painting	2

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

✦ **Course needs to be taken three times.**

**Associate of Arts 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 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 2018-2019

**Current**  
**Visual Fashion Merchandising**  
**Certificate of Achievement**

The Visual Fashion Merchandising program explores interior and exterior displays with an emphasis on presentation of the products and on lighting and window design. Techniques and utilization of specialized materials in a diverse range of retail operations are examined, as are the development of major presentations and overall store design.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Required Courses**

Course ID	Title	Units
FASH 31	Textiles	3
or		
BUS 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 143	Fashion Buying and Merchandising	3
or		
BUS 143	Fashion Buying and Merchandising	3
FASH 144	Fashion Trends	3
FASH 145*§	Internship	1
or		
BUS 145*§	Internship	1
and		
CWE 180*†	Co-Op-Ed Fashion	1
FASH 147	Special Events Coordination and Promotion	3
or		
BUS 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
or		
BUS 148	Visual Merchandising	3
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3
	Select one course from each Group	5
Total Units for the Certificate		34

**Group 1**

ART 42*	Color Theory and Practice	3
ART 100	Art Gallery/Display and Exhibition	3
FASH 140	Fashion Image	3

**Group 2**

FASH 260*«	The Digital Fashion Image	2
or		
FASH 204«	Understanding Apparel Principles —AIMS Certification	1
and		
FASH 225«	Apparel Cart — Fashion Retailing Online with Easy Cart Shop	1

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

† Recommended to be taken in last semester of program.

§ Must be taken concurrently with CWE 180.

«Take FASH 260 OR both FASH 204 and FASH 225.

**Revised**  
**Visual Display and Presentation**  
**Certificate of Achievement**

The Visual Display and Presentation Certificate will provide the student with a comprehensive academic foundation to pursue multiple visual display careers within the field of merchandising and marketing. Students will have opportunities to develop skills in Adobe Illustrator, fashion retailing on-line, store planning and layout, retail and event marketing, 3-dimensional window display and storytelling, knowledge of materials and tools, and computer aided design. Students who complete this certificate will be prepared for entry-level positions in brick and mortar retail and/or e-commerce, trade show design, home fashions, styling, party design and set and stage design for fashion shows and events. This certificate is designed for the student looking to obtain the necessary skills for immediate entry into the workforce. Occupations such as: retail merchandising field specialist, visual merchandiser, visual designer, merchandising coordinator, visual associate, and freelance visual merchandiser. An internship within visual display is also required and often leads to employment opportunities upon completion. This certificate provides the foundation for advanced certificates in Fashion Merchandising and/or Fashion Design.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Produce a professional portfolio showcasing their visual display and presentation skills.
- Complete an industry internship including the completion of three individual goals and objectives as determined by themselves and an industry supervisor.
- Demonstrate and understand skills needed to create and construct 3-dimensional window displays and/or 3-dimensional visual stage sets showcasing continuity of theme, layout, signage, merchandise, and lighting presentation.

**Required Courses**

Course ID	Title	Units
FASH 140	Fashion Image	3
or		
FASH 143	Fashion Buying and Merchandising	3
FASH 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
FASH 150	Fashion Apparel and Professional Techniques	3
or		
FASH 154	Fashion Illustration	3
CWE 180*†	Co-Op-Ed Fashion	1
and		
FASH 145*§	Internship	1
FASH 225	Apparel Cart — Fashion Retailing Online with Easy Cart Shop	1
or		
FASH 250	Fashion Trend Forecasting	1.5
FASH 260*	The Digital Fashion Image	2
ID 114	Applied Color and Design Theory for Interior Design	3
	Select one course from <u>Restricted Electives</u>	3

Total Units for the Certificate 23-23.5

**Restricted Electives**

ARTH 100	Art Gallery Display and Exhibition	3
ID 115*	CAD for Interior Design	3
PHOT 50	Digital Photography I	3

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

† Recommended to be taken in the last semester of the program.

§ Must be taken concurrently with CWE 180.

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2018-2019

**Current**  
**Visual Fashion Merchandising**  
**Associate in Science**

The **Visual Fashion Merchandising** program explores interior and exterior displays with an emphasis on presentation of the products and on lighting and window design. Techniques and utilization of specialized materials in a diverse range of retail operations are examined, as are the development of major presentations and overall store design.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Required Courses**

Course ID	Title	Units
FASH 31	Textiles	3
or		
BUS 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 143	Fashion Buying and Merchandising	3
or		
BUS 143	Fashion Buying and Merchandising	3
FASH 144	Fashion Trends	3
FASH 145*§	Internship	1
or		
BUS 145*§	Internship	1
and		
CWE 180*†	Co-Op-Ed Fashion	1
FASH 147	Special Events Coordination and Promotion	3
or		
BUS 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
or		
BUS 148	Visual Merchandising	3
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3
	Select one course from each Group	5
<b>Total Units for the Major</b>		<b>34</b>

**Group 1**

ART 42*	Color Theory and Practice	3
ART 100	Art Gallery/Display and Exhibition	3
FASH 140	Fashion Image	3

**Group 2**

FASH 260*¶	The Digital Fashion Image	2
or		
FASH 204¶	Understanding Apparel Principles -AIMS Certification	1
and		
FASH 225¶	Apparel Cart Fashion Retailing Online with Easy Cart Shop	1

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

† Recommended to be taken in last semester of program.

§ Must be taken concurrently with CWE 180.

¶ Take FASH 260 OR both FASH 204 and FASH 225.

**Associate in Science Degree**

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

**General Education Requirements for Associate Degrees**

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

**Suggested coursework not required for the major:** ART 40; ART 41\*; ART 50\*; ART 80; ART 142/GD 142; BUS 138/CTVR 138; ETT 40; FASH 100; FASH 254; GC 101; GD 141/ART 141; ID 110; ID 127\*.

**Revised**  
**Fashion Display and Presentation**  
**Associate of Science**

The **Fashion Display and Presentation** degree provides the student with a comprehensive academic foundation to pursue multiple fashion display careers within the field of merchandising and marketing. Students will have opportunities to develop skills in product knowledge, color theory, fashion sketching, store planning and layout, stage set design and construction, careers within the industry, and history of fashion trends. Students that complete this program will be prepared for entry level positions in brick and mortar retail and/or e-commerce. Occupations such as: visual merchandiser, visual stylist, display assistant, display coordinator, retail management, customer service associate, and freelance display artist. This Associate of Science degree prepares students for transfer to 4-year universities, majoring in Fashion Merchandising or Fashion Design. Similar transfer majors include: Apparel Management, Apparel Merchandising and Fashion Retailing.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Produce a professional portfolio showcasing their **visual display and presentation** skills.
- **Demonstrate and understand skills needed to create and construct 3-dimensional window displays and/or 3-dimensional visual stage sets showcasing continuity of theme, layout, signage, merchandise, and lighting presentation.**
- **Demonstrate and understand skills needed to execute editorial or lifestyle photo shoots for publications in print or e-commerce.**

**Required Core**

Course ID	Title	Units
FASH 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 140	Fashion Image	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
FASH 154	Fashion Illustration	3
	Select from Restricted Electives	2-3
<b>Total Units for the Major</b>		<b>23-24</b>

**Restricted Electives**

ARTH 100	Art Gallery Display and Exhibition	3
CWE 180*†	Co-Op-Ed Fashion	1
and		
FASH 145*§	Internship	1
FASH 260*	The Digital Fashion Image	2
FASH 250	Fashion Trend Forecasting	3
ID 114	Applied Color and Design Theory for Interior Design	3
ID 115*	CAD for Interior Design	3

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

† Recommended to be taken in the last semester of the program.

§ Must be taken concurrently with CWE 180.

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

SADDLEBACK COLLEGE  
NEW, REVISED, AND DELETED COURSES  
ACADEMIC YEAR 2019-2020

Exhibit B  
Page 1 of 16

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	ARCH 110	482002.00	STATCS MATERIALS ARCH	dc
ATAS	ARCH 124B	48050.00	ARCHITECTURAL DWG II	sr
ATAS	ARCH 124C	48060.00	ARCHITECTURAL DWG III	txt
ATAS	ARCH 126	48070.00	MATRLS/MTHDS OF CONST	sr
ATAS	ARCH 163	198070.00	IBC INSPECTION	sr
ATAS	ARCH 164	198090.00	RESIDENTIAL INSPECT.	sr
ATAS	ARCH 165	198120.00	ELECTRICAL CODE INSP.	sr
ATAS	ARCH 211	198240.00	CONCRETE INSPECTION	sr
ATAS	ARCH 212	198135.00	PLUMBING CODES	sr
ATAS	ARCH 213	198260.00	MECHANICAL CODES	txt
ATAS	ARCH 218	992496.00	FOUNDN STUDIO ARCHTCT	sr

SADDLEBACK COLLEGE  
NEW, REVISED, AND DELETED COURSES  
ACADEMIC YEAR 2019-2020

Exhibit B  
Page 2 of 16

ATAS	ARCH 219	992497.00	ARCH SPACE PLANNING	sr
ATAS	CMT 215	430336.00	ELEC FOR COMP TECHS	cat desc, sch desc, tps, lrng obj, SLOs, assign
ATAS	CMT 230	430344.00	APPLIED NETWORK TECH	rec prep fr <del>CMT 220</del> to <u>CMT 225</u> , tps, txt, val
ATAS	ECOL 201	429950.00	ECOLOGICAL RESTORATN.	SAM code fr <del>E</del> to <u>D</u> , moe, assign
ATAS	ET 101	266010.05	SURVEY OF ELECTRONICS	tps, lrng obj, SLOs, assign
ATAS	ET 118	266100.00	ELCTRNC COMUNCATN SYS	sr
ATAS	FASH 111	162010.10	SEW FASH DESIGN II	sr
ATAS	FASH 112	162010.20	FASHION SEWING ADVAN	txt
ATAS	FASH 154	162350.00	FASHION ILLUSTRATION	txt
ATAS	FASH 205	450038.00	CORSETS	txt
ATAS	FN 142	338040.00	CLASSICAL FR CUISINE	txt
ATAS	FN 154	430031.00	HOSPITALITY/PRODUCTIO	TOP code fr <del>1307.00</del> to <u>1307.10</u> , cat desc, sch desc, tps, SLOs, assign, txt, pcs fr <del>not-program applicable</del> to <u>program applicable</u>
ATAS	FN 223	338190.00	ASIAN CUISINE	SAM code fr <del>D</del> to <u>C</u> , cat desc, assign
ATAS	FN 228	428946.00	ITALIAN CUISINE	SAM code fr <del>D</del> to <u>C</u> , cat desc
ATAS	FN 236	429564.00	AMERICAN REG CUISINE	SAM code fr <del>D</del> to <u>C</u> , cat desc, tps
ATAS	FN 245	430235.00	BAKING FUND II	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> , moe, assign, txt
ATAS	FN 631	431648.00	SPECIAL DIETS IN FOOD SERVICE	nc, prereq <u>FN 171 or FN 210 or current ServSafe Certification</u> , 3 units/2 hrs lec/3 hrs lab/0 hr lrng cntr, non-repeatable
ATAS	FN 635	338400.00	EUROPEAN REGIONAL FOODS TOUR	nc, 2 units/1 hr lec/3 hrs lab/0 hr lrng cntr, non-repeatable
ATAS	FN 661	431656.00	MOLECULAR GASTRONOMY	nc, prereq <u>FN 171 or FN 210 or current ServSafe Certification</u> , 2 units/1 hr lec/3 hrs lab/0 hr lrng cntr, non-repeatable
ATAS	FN 681	431657.00	FLAVOR DYNAMICS	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
ATAS	FN 682	431650.00	INTRODUCTION TO HERBS	nc, 2 units/1 hr lec/3 hrs lab/0 hr lrng cntr, non-repeatable
ATAS	FN 684	431652.00	BEVERAGE MANAGEMENT	nc, 3 units/3 hrs lec/1 hr lab/0 hr lrng cntr, non-repeatable
ATAS	FN 685	431647.00	PERSONAL CHEF	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr, non-repeatable
ATAS	GD 249	90061.00	BIOMED ILLUS	sr
ATAS	MFG 204	433722.00	3D CAD SOLIDWK	txt
ATAS	MFG 205	450174.00	SILICNE/URETHNE MOLDS	sr
ATAS	MFG 206	450175.00	RESIN & FOAM CASTING	SLOs
ATAS	MFG 207	433757.00	NUMERICAL CNTRL PRG I	txt
ATAS	MFG 208	433758.00	NUMERIC CONTRL PRG II	txt
ATAS	TOUR 252	842040.00	WRLD DEST.WEST.HEMIS.	txt
ATAS	TOUR 255	842070.00	SELLING DREAMS-TRAVEL	txt

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BS	BUS 1H	405112.00	HONORS INTRODUCTION TO BUSINESS	cat desc, sch desc, tps, lrng obj, SLOs
BS	BUS 104	500050.05	BUSINESS COMMUNICATION	prereq fr <del>BUS 103 or ENG 1A</del> to <del>BUS 103 or ENG 1A or ENG 1AH</del> , SLOs, txt, val
BS	BUS 106	650746.00	LEGAL ASPECTS OF ENTREPRENEURSHIP	SAM code fr <del>E</del> to <u>D</u> , SLOs
BS	BUS 109	650749.00	E-Commerce Marketing	rec prep fr <del>None</del> to <u>BUS 135 Marketing and/or BUS 105 Social Media Marketing</u> , cat desc, sch desc, SLOs, txt, val
BS	BUS 120	500090.05	BUSINESS MANAGEMENT	SLOs, txt
BS	CIM 10	500260.25	INTRO TO INFO SYSTEMS	hrs fr <del>2.5 hrs lec/1.5 hrs lab/0 hr lrng cntr</del> , to <u>2 hrs lec/3 hrs lab/0 hr lrng cntr</u> , tps, lrng obj, SLOs, moe, txt
BS	CIMA 102A	192360.05	WORD PROCESSING - WORD--BEGINNING	txt
BS	CIMA 102B	192360.35	WORD PROCESSING - WORD--ADVANCED	txt
BS	CIMA 104A	612000.20	SPREADSHTS-EXCEL--BEG	SLOs, txt
BS	CIMA 104B	612000.35	SPREADSHTS-EXCEL--INT	SLOs, txt, val
BS	CIMA 212	433078.00	MANAGING PROJECTS WITH MICROSOFT PROJECT	hrs fr <del>3 hrs lec/0.5 hrs lab/0 hr lrng cntr</del> , to <u>2 hrs lec/3 hrs lab/0 hr lrng cntr</u> , SLOs, txt
BS	CIMA 223B	430472.05	QUICKBOOKS--ADVANCED	hrs fr <del>1.5 hrs lec/0.5 hrs lab/0 hr lrng cntr</del> , to <u>1 hrs lec/1.5 hrs lab/0 hr lrng cntr</u> , cat desc, sch desc, tps, lrng obj, SLOs, txt
BS	CIMA 283B	431070.00	OFF SKILLS--KEYBRDING	tps, txt
BS	CIMA 283E	431073.00	OFF SKILLS--WORD PROC	tps
BS	CIMA 283F	431074.00	OFF SKILLS--SPREADSHT	tps
BS	CIMA 283G	431998.00	OFF SKILL--DSKTP PRES	tps
BS	CIMA 283H	431999.00	OFF SKILLS--DATABASE	tps
BS	CIMA 283J	432591.00	OFF SKLS--DSKTP PUBL	tps, txt
BS	CIMA 283K	992692.00	OFF SKILLS--EMAIL	tps, txt
BS	CIMN 100	431692.00	COMPUTER OPERATING SYSTEMS- WINDOWS	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> , to <u>2 hrs lec/3.0 hrs lab/0 hr lrng cntr</u> , tps
BS	CIMN 130	431691.00	UNIX AND LINUX	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> , to <u>2 hrs lec/3.0 hrs lab/0 hr lrng cntr</u> , tps
BS	CIMN 210	429296.00	NETWK ESSENTIALS/TECH	cat desc, sch desc, tps, lrng obj, SLOs, moe, txt
BS	CIMN 220A	992295.00	MCSE EXAM PREP I	hrs fr <del>2.5 hrs lec/1.5 hrs lab/0 hr lrng cntr</del> to <u>2 hrs lec/3 hrs lab/0 hr lrng cntr</u> , cat desc, sch desc, tps, lrng obj
BS	CIMN 220B	992296.00	MCSE EXAM PREP II	hrs fr <del>2.5 hrs lec/1.5 hrs lab/0 hr lrng cntr</del> to <u>2 hrs lec/3 hrs lab/0 hr lrng cntr</u> , cat desc, sch desc, lrng obj

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BS	CIMN 220C	992297.00	MCSE EXAM PREP III	hrs fr <del>2.5 hrs lec/1.5 hrs lab/0 hr lrn cntr</del> to <u>2 hrs lec/3 hrs lab/0 hr lrn cntr</u> , cat desc, sch desc
BS	CIMN 240	432334.00	UNIX/LINUX SYS ADMIN	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrn cntr</del> to <u>2 hrs lec/3 hrs lab/0 hr lrn cntr</u> , cat desc, tps, lrn obj, SLOs, moe, txt
BS	CIMN 260	433756.00	CISCO CCNA	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrn cntr</del> to <u>2 hrs lec/3 hrs lab/0 hr lrn cntr</u> , cat desc, sch desc, tps, lrn obj, moe, txt
BS	CIMP 7A	430488.00	BUSN PROGRAM-JAVA-BEG	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> , to <u>2 hrs lec/3.0 hrs lab/0 hr lrng cntr</u> , tps, txt
BS	CIMP 7B	430488.05	BUSN PROGRAM-JAVA-ADV	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> , to <u>2 hrs lec/3.0 hrs lab/0 hr lrng cntr</u> , tps, txt
BS	CIMP 225	410034.00	WINDOWS APPS BEG	SLOs
BS	CIMS 200	431704.00	INFO SECURITY FUND	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> , to <u>2 hrs lec/3.0 hrs lab/0 hr lrng cntr</u> , rec prep from <del>CIMN 230, 100 or 100A/B, &amp; 200</del> to <u>CIMN 230, CIMN 100, CIMN 100 A/B, &amp; CIMN 200</u> , cat desc, sch desc, tps, lrgn obj, SLOs, txt, val
BS	CIMS 230	433077.00	SECURITY+	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> , to <u>2 hrs lec/3.0 hrs lab/0 hr lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, txt
BS	CIMS 240	992300.00	COMPUTER FORENSICS	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> , to <u>2 hrs lec/3.0 hrs lab/0 hr lrng cntr</u> , cat desc, sch desc, tps, lrng obj, moe, txt
BS	CIMW 100A	433032.00	WEB SITE DEV-HTML-BEG	hrs fr <del>1.5 hrs lec/0 hr lab/0 hr lrng cntr</del> , to <u>1 hr lec/1.5 hrs lab/0 hr lrng cntr</u> , cat desc, sch desc, tps, lrng obj, SLOs
BS	CIMW 105	429892.00	INTRO SQL AND MYSQL	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> , to <u>2 hrs lec/3.0 hrs lab/0 hr lrng cntr</u> , cat desc, sch desc, tps, lrng obj
BS	CIMW 115	650750.00	CREATING WEB PAGES	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> , to <u>2 hrs lec/3.0 hrs lab/0 hr lrng cntr</u> , tps, txt
BS	CIMW 250	432589.00	MS ASP.NET--BEG	cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
BS	RE 170	740020.05	REAL ESTATE PRINC	SAM code fr <del>C</del> to <u>D</u> , tps, moe, txt
BS	RE 172	740040.00	REAL ESTATE PRACTICE	SAM code fr <del>C</del> to <u>D</u> , txt
BS	RE 190	740160.00	ESCROW	SAM code fr <del>D</del> to <u>C</u> , assign

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BS	RE 250	740220.00	REAL ESTATE LIC PREP	rec prep fr <del>For Sales License: RE 170, 172 and one Real Estate elective. For Broker License: The eight broker courses. See <a href="http://www.bre.ca.gov">www.bre.ca.gov</a></del> to <u>For Sales License: RE 170, 172 and one approved Real Estate elective. For Broker License: The eight broker courses. See <a href="http://www.bre.ca.gov">www.bre.ca.gov</a></u> , SLOs
EI	ACCT 229X	970153.00	IMPROVE INVESTMENT-EI	crs id fr <del>ACCT 229X</del> to <u>EACT 500</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ACCT 229X	970153.05	IMPROVE INVESTMENT-EI	crs id fr <del>ACCT 229X</del> to <u>EACT 500</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, SLOs, moe, assign, txt
EI	ACCT 232X	970190.00	STOCKS BONDS MGMT-EI	crs id fr <del>ACCT 232X</del> to <u>EACT 501</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ACCT 232X	970190.10	STOCKS BONDS MGMT-EI	crs id fr <del>ACCT 232X</del> to <u>EACT 501</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ART 10X	971001.10	CERAMICS HANDBUILD-EI	crs id fr <del>ART 10X</del> to <u>EART 510</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ART 10X	971001.20	CERAMICS HANDBUILD-EI	crs id fr <del>ART 10X</del> to <u>EART 510</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ART 11X	971002.10	BEG CERAMICS-WHEEL-EI	crs id fr <del>ART 11X</del> to <u>EART 511</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, txt
EI	ART 12X	971003.10	INT CERAMICS-EI	rec prep fr <del>ART 10X</del> to <u>EART 501</u> , crs id fr <del>ART 12X</del> to <u>EART 512</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, txt, val
EI	ART 12X	971003.20	INT CERAMICS-EI	rec prep fr <del>ART 10X</del> to <u>EART 501</u> , crs id fr <del>ART 12X</del> to <u>EART 512</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, txt, val
EI	ART 13X	971004.10	ADVANCED CERAMICS-EI	rec prep from <del>ART 12X</del> to <u>EART 502</u> , crs id fr <del>ART 13X</del> to <u>EART 513</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt, val
EI	ART 14XA	970501.00	BEG-SLIPCASTING-EI	crs id fr <del>ART 14X</del> to <u>EART 514</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, txt

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EI	ART 14XA	970501.10	BEGIN CERAMICS-SLIP	crs id fr <del>ART 14X</del> to <u>EART 514</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ART 14XB	970502.00	INT-SLIPCASTING-EI	rec prep fr <del>ART 14XA</del> to <u>EART 504</u> , crs id fr <del>ART 14XB</del> to <u>EART 515</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt, val
EI	ART 14XC	970503.00	ADV-SLIPCASTING-EI	rec prep fr <del>ART 14XA and ART 14XB</del> to <u>EART 505</u> , crs id fr <del>ART 14XC</del> to <u>EART 516</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt, val
EI	ART 14XD	970504.00	CERAMIC DEC-EI	crs id fr <del>ART 14XD</del> to <u>EART 517</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, txt
EI	ART 20X	970541.00	ART APPRECIATION-EI	crs id fr <del>ART 20X</del> to <u>EART 500</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ART 20X	970541.20	ART APPRECIATION-EI	crs id fr <del>ART 20X</del> to <u>EART 500</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ART 25X	970554.00	ART HISTORY-EI	crs id fr <del>ART 25X</del> to <u>EART 501</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ART 28X	970566.00	CONT ART/CULTURE-EI	crs id fr <del>ART 28X</del> to <u>EART 502</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ART 31XA	970577.00	BEG INTARSIA-EI	rec prep fr <del>ART 31XA</del> to <u>EART 523</u> , crs id fr <del>ART 31XA</del> to <u>EART 520</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, txt, val
EI	ART 31XB	970579.00	INT INTARSIA-EI	rec prep fr <del>ART 31XA</del> to <u>EART 520</u> , crs id fr <del>ART 31XB</del> to <u>EART 521</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, txt, val
EI	ART 33XA	970595.00	BEG ENAMELING-EI	crs id fr <del>ART 33XA</del> to <u>EART 530</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, txt
EI	ART 33XB	970602.00	INT ENAMELING-EI	rec prep fr <del>ART 33XA</del> to <u>EART 530</u> , crs id fr <del>ART 33XB</del> to <u>EART 531</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, moe, txt, val
EI	ART 35XA	970618.00	BEG STAINED GLASS-EI	crs id fr <del>ART 35XA</del> to <u>EART 524</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt



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EI	ART 35XB	430890.00	ADV STAINED GLASS-EI	rec prep fr <del>ART 35XA</del> to <u>EART 524</u> , crs id fr <del>ART 35XB</del> to <u>EART 525</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, txt, val
EI	ART 36XA	970600.00	BEG JEWELRY MET FAB-EI	crs id fr <del>ART 36XA</del> to <u>EART 532</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, txt
EI	ART 36XA	970600.10	BEG JEWELRY MET FAB-EI	crs id fr <del>ART 36XA</del> to <u>EART 532</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, txt
EI	ART 36XB	970605.50	INT JEWELRY MET FAB-EI	rec prep fr <del>ART 36XA</del> to <u>EART 532</u> , crs id fr <del>ART 36XB</del> to <u>EART 533</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, val
EI	ART 36XB	970605.60	INT JEWELRY MET FAB-EI	rec prep fr <del>ART 36XA</del> to <u>EART 532</u> , crs id fr <del>ART 36XB</del> to <u>EART 533</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt, val
EI	ART 36XC	971012.00	ADV MET FAB JEWELRY-EI	rec prep fr <del>ART 36XB</del> to <u>EART 533</u> , crs id fr <del>ART 36XC</del> to <u>EART 534</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt, val
EI	ART 41X	433866.00	ART MEDIA STUDIES -EI	crs id fr <del>ART 41X</del> to <u>EART 540</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ART 50X	971005.10	BEG OIL/ACRYL PNTG-EI	crs id fr <del>ART 50X</del> to <u>EART 560</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ART 50X	971005.20	BEG OIL/ACRYL PTNG-EI	crs id fr <del>ART 50X</del> to <u>EART 560</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ART 51X	971007.10	INT OIL/ACRYL PTNG-EI	rec prep fr <del>ART 50X</del> to <u>EART 560</u> , crs id fr <del>ART 51X</del> to <u>EART 561</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt, val
EI	ART 52X	971009.10	ADV OIL/ACRYL PTNG-EI	rec prep fr <del>ART 51X</del> to <u>EART 561</u> , crs id fr <del>ART 52X</del> to <u>EART 562</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt, val
EI	ART 52X	971009.20	ADV OIL/ACRYL PTNG-EI	rec prep fr <del>ART 51X</del> to <u>EART 561</u> , crs id fr <del>ART 52X</del> to <u>EART 562</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, txt, val

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EI	ART 53X	970640.00	PAINT SUBJECT AREA-EI	rec prep fr <del>ART 52X</del> to <u>EART 562</u> , crs id fr <del>ART 53X</del> to <u>EART 563</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt, val
EI	ART 53X	970640.10	PAINT SUBJECT AREA-EI	rec prep fr <del>ART 52X</del> to <u>EART 562</u> , crs id fr <del>ART 53X</del> to <u>EART 563</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ART 54X	431082.00	PORTRAIT PAINTING-EI	rec prep from <del>ART 85X</del> to <u>None</u> , crs id fr <del>ART 54X</del> to <u>EART 564</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, txt, val
EI	ART 55XA	970701.00	BEG CHINESE BRUSH-EI	crs id fr <del>ART 55XA</del> to <u>EART 572</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ART 55XB	970702.00	INT CHINESE BRUSH-EI	rec prep fr <del>ART 55XA</del> to <u>EART 572</u> , crs id fr <del>ART 55XB</del> to <u>EART 573</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, txt, val
EI	ART 56X	433881.00	PASTEL PAINTING (EI)	crs id fr <del>ART 56X</del> to <u>EART 580</u> , ti fr <del>PASTEL PAINTING (EI)</del> to <u>PASTEL PAINTING - EI</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ART 58X	971011.10	BEG WATERCOLOR-EI	crs id fr <del>ART 58X</del> to <u>EART 570</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ART 58X	971011.20	BEG WATERCOLOR-EI	crs id fr <del>ART 58X</del> to <u>EART 570</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ART 59X	971013.10	INT/ADV WATERCOLOR-EI	rec prep fr <del>ART 58X</del> to <u>EART 570</u> , crs id fr <del>ART 59X</del> to <u>EART 571</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt, val
EI	ART 59X	971013.20	INT-ADV WATERCOLOR-EI	rec prep fr <del>ART 58X</del> to <u>EART 570</u> , crs id fr <del>ART 59X</del> to <u>EART 571</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt, val
EI	ART 61XA	972550.00	BEG LAPIDARY-EI	crs id fr <del>ART 61XA</del> to <u>EART 522</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe
EI	ART 61XB	972545.00	INT LAPIDARY-EI	rec prep fr <del>ART 61XA</del> to <u>EART 522</u> , crs id fr <del>ART 61XB</del> to <u>EART 523</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, val

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EI	ART 70X	971015.10	BEG SCULPTURE-EI	crs id fr <del>ART 70X</del> to <u>EART 590</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, txt
EI	ART 71X	971017.10	INT SCULPTURE-EI	rec prep fr <del>ART 70X</del> to <u>EART 590</u> , crs id fr <del>ART 71X</del> to <u>EART 591</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt, val
EI	ART 71X	971017.20	INT SCULPTURE-EI	rec prep fr <del>ART 70X</del> to <u>EART 590</u> , crs id fr <del>ART 71X</del> to <u>EART 591</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt, val
EI	ART 80X	971021.10	BEG SKETCHING-EI	crs id fr <del>ART 80X</del> to <u>EART 550</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ART 80X	971021.20	BEG SKETCHING-EI	crs id fr <del>ART 80X</del> to <u>EART 550</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ART 81X	971023.10	INT SKETCHING-EI	rec prep fr <del>ART 80X</del> to <u>EART 550</u> , crs id fr <del>ART 81X</del> to <u>EART 551</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt, val
EI	ART 85X	970706.00	BEG LIFE DRAWING-EI	crs id fr <del>ART 85X</del> to <u>EART 552</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, txt
EI	ART 85X	970706.05	BEG LIFE DRAWING-EI	crs id fr <del>ART 85X</del> to <u>EART 552</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	BIO 226X	433749.00	BIRDS OF WORLD (EI)	crs id fr <del>BIO 226X</del> to <u>EBIO 500</u> , ti fr <del>BIRDS OF WORLD (EI)</del> to <u>BIRDS OF WORLD - EI</u> -, cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	CIM 1X	692145.00	LIFE AND TECHNOLOGY	crs id fr <del>CIM 1X</del> to <u>ECIM 501</u> , ti fr <del>LIFE AND TECHNOLOGY</del> to <u>LIFE AND TECH - EI</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe
EI	ENG 3X	971995.00	INTRO CREAT WRITNG-EI	crs id fr <del>ENG 3X</del> to <u>EENG 500</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ENG 3X	971995.20	INTRO CREAT WRITNG-EI	crs id fr <del>ENG 3X</del> to <u>EENG 500</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt
EI	ENG 4X	971996.00	ADVANCED CREATIVE WRITING (EI)	rec prep fr <del>ENG 3X</del> to <u>EENG 500</u> , crs id fr <del>ENG 4X</del> to <u>EENG 501</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt, val

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EI	ENG 30X	692144.00	LITERATURE AND LIFE	crs id fr <del>ENG 30X</del> to <u>EENG 510</u> , ti fr <del>LITERATURE AND LIFE</del> to <u>LIT AND LIFE -EI</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ENG 40XA	972077.00	BIBLE GEN-PSALMS-EI	crs id fr <del>ENG 40XA</del> to <u>EENG 511</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ENG 40XA	972079.00	BIBLE PSALMS-GOSP-EI	crs id fr <del>ENG 40XA</del> to <u>EENG 512</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ENG 40XA	972081.00	BIBLE GOSPEL-REV-EI	crs id fr <del>ENG 40XA</del> to <u>EENG 513</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ENG 52X	972091.00	FILM AS LITERATURE-EI	crs id fr <del>ENG 52X</del> to <u>EENG 514</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ENG 52X	972091.10	FILM AS LITERATURE-EI	crs id fr <del>ENG 52X</del> to <u>EENG 514</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	ENG 6X	971998.00	NON FICTION WRITNG-EI	crs id fr <del>ENG 6X</del> to <u>EENG 502</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	FASH 110XA	971101.00	BEG CLOTH CONS-EI	crs id fr <del>FASH 110XA</del> to <u>EFSH 502</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt
EI	FASH 110XB	971110.00	INT CLOTH CONS-EI	rec prep fr <del>FASH 110XA</del> to <u>EFSH 500</u> , crs id fr <del>FASH 110XB</del> to <u>EFSH 503</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt, val
EI	FASH 110XC	971112.00	ADV CLOTH CONS-EI	rec prep fr <del>FASH 110XB</del> to <u>EFSH 501</u> , crs id fr <del>FASH 110XC</del> to <u>EFSH 504</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, assign, txt, val
EI	FASH 124X	433663.00	WEARABLE ART (EI)	crs id fr <del>FASH 124X</del> to <u>EFSH 501</u> , SAM code fr <del>E</del> to <u>D</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, txt
EI	FASH 282XA	971292.00	BEG CROCHETING-EI	crs id fr <del>FASH 282XA</del> to <u>EFSH 505</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, txt
EI	FASH 283XA	971083.10	BEG KNITTING-EI	crs id fr <del>FASH 283XA</del> to <u>EFSH 507</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lrng obj, SLOs, moe, txt

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EI	FASH 282XB	971290.00	INT CROCHETING-EI	rec prep fr <del>FASH 282XA</del> to <u>EFSH 504</u> , crs id fr <del>FASH 282XB</del> to <u>EFSH 506</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt, val
EI	FASH 283XB	971294.00	INT KNITTING-EI	rec prep fr <del>FASH 283XA</del> to <u>EFSH 506</u> , crs id fr <del>FASH 283XB</del> to <u>EFSH 508</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, lng obj, SLOs, moe, assign, txt, val
EI	FASH 286X	971296.10	QUILTING/PATCHWORK-EI	crs id fr <del>FASH 286X</del> to <u>EFSH 500</u> , ti fr <del>QUILTING/PATCHWORK-EI</del> to <u>QUILT AND PATCH - EL</u> , cat desc, sch desc, oe/oe fr <del>N</del> to <u>Y</u> , tps, SLOs, moe, txt
EI	GERO 120X	971085.10	WEIGHT RISK FACTOR-EI	crs id fr <del>GERO 120X</del> to <u>EGRO 500</u> , ti fr <del>WEIGHT-RELATED HEALTH RISK FACTORS-EI</del> to <u>AGE-RELATED HEALTH RISK FACTORS (EI)</u> , cat desc, sch desc, tps, lng obj, SLOs, moe, assign, txt
EI	HIST 205X	433745.00	WESTRN CIV SN 1648-EI	crs id fr <del>HIST 205X</del> to <u>EHST 500</u> , cat desc, sch desc, tps, lng obj, SLOs, moe, assign, txt
EI	HIST 205X	433745.10	WESTRN CIV SN 1648 EI	crs id fr <del>HIST 205X</del> to <u>EHST 500</u> , cat desc, sch desc, tps, lng obj, SLOs, moe, assign, txt
EI	HIST 275X	433744.00	CONT MIDDLE EAST-EI	crs id fr <del>HIST 275X</del> to <u>EHST 501</u> , cat desc, sch desc, tps, lng obj, SLOs, moe, assign, txt
EI	HIST 275X	433744.10	CONT MIDDLE EAST-EI	crs id fr <del>HIST 275X</del> to <u>EHST 501</u> , cat desc, sch desc, tps, lng obj, SLOs, moe, assign, txt
EI	HLTH 501	992532.10	HLTH FIT-WELLNESS-EI	dc
EI	HLTH 502	992646.00	HLTH AND WELLNESS(EI)	dc
EI	HLTH 503	992746.00	HEALTH & FITNESS (EI)	dc
EI	HLTH 504	992747.00	HEALTHY AGING (EI)	dc
EI	HSC 105X	972958.00	HEALTH ISSUES-EI	crs id fr <del>HSC 105X</del> to <u>EHSC 500</u> , cat desc, sch desc, tps, lng obj, SLOs, moe, assign, txt
EI	HUM 204X	433705.00	MODERN WORLD CULTURE:1700-PRESENT (EI)	crs id fr <del>HUM 204X</del> to <u>EHUM 500</u> , cat desc, sch desc, tps, lng obj, SLOs, moe, assign, txt
EI	MUS 19X	974075.00	INTRO TO OPERA-EI	crs id fr <del>MUS 19X</del> to <u>EMUS 501</u> , cat desc, sch desc, tps, lng obj, SLOs, moe, assign, txt
EI	MUS 20X	973853.00	LOVE OF MUSIC-EI	crs id fr <del>MUS 20X</del> to <u>EMUS 500</u> , cat desc, sch desc, tps, lng obj, SLOs, moe, assign, txt

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EI	MUS 290X	971075.10	CHORAL ENSEMBLE-EI	crs id fr <del>MUS 290X</del> to <u>EMUS 511</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	MUS 290X	971075.20	CHORAL ENSEMBLE-EI	crs id fr <del>MUS 290X</del> to <u>EMUS 511</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	MUS 295X	971067.10	REHEARSE PERF INST-EI	crs id fr <del>MUS 295X</del> to <u>EMUS 520</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	MUS 295X	971067.20	REHEARSE PERF INST-EI	crs id fr <del>MUS 295X</del> to <u>EMUS 520</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	MUS 80X	973768.00	VOICE AND RHYTHMS-EI	crs id fr <del>MUS 80X</del> to <u>EMUS 510</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	MUS 80X	973768.10	VOICE AND RHYTHMS-EI	crs id fr <del>MUS 80X</del> to <u>EMUS 510</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	PHIL 230X	433986.00	INTRO TO PHIL (EI)	crs id fr <del>PHIL 230X</del> to <u>EPHL 500</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	PHIL 230X	433986.10	INTRO TO PHIL (EI)	crs id fr <del>PHIL 230X</del> to <u>EPHL 500</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	PHIL 231X	433987.00	FREETHOUGHT-EI	crs id fr <del>PHIL 231X</del> to <u>EPHL 501</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	PHIL 231X	433987.10	FREETHOUGHT-EI	crs id fr <del>PHIL 231X</del> to <u>EPHL 501</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	PHOT 40X	971035.10	BEG SLIDE SHOW PRE-EI	crs id fr <del>PHOT 40X</del> to <u>EPHO 500</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	PHOT 40X	971035.20	BEG SLIDE SHOW PRE-EI	crs id fr <del>PHOT 40X</del> to <u>EPHO 500</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	PHOT 50XA	971037.10	BEG DIGITAL PHOTO-EI	crs id fr <del>PHOT 50XA</del> to <u>EPHO 502</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, txt
EI	PHOT 50XA	971037.20	BEG DIGITAL PHOTO-EI	crs id fr <del>PHOT 50XA</del> to <u>EPHO 502</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, txt
EI	PS 214X	450135.00	CURRENT ISSUES GOV-EI	crs id fr <del>PS 214X</del> to <u>EPOL 500</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	PS 214X	450135.10	CURRENT ISSUES GOV-EI	crs id fr <del>PS 214X</del> to <u>EPOL 500</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt

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EI	SPAN 230X	433746.00	BEG PRAC SPAN-EI	crs id fr <del>SPAN 230X</del> to <b>ESPA 500</b> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	SPAN 231X	433747.00	INT PRAC SPANISH (EI)	crs id fr <del>SPAN 231X</del> to <b>ESPA 501</b> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
EI	SPS 145X	975710.00	BEG LIPREADING-EI	crs id fr <del>SPS 145X</del> to <b>ESPS 500</b> , cat desc, sch desc, tps, lrng obj, SLOs, moe, txt
EI	TA 2X	976003.00	BEGIN SCENE STUDY-EI	crs id fr <del>TA 2X</del> to <b>ETHE 500</b> , ti fr <b>BEGINNING SCENE STUDY (EI)</b> to <b>SCENE STUDY-ACTING (EI)</b> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
FAMT	CTVR 3	180200.00	AMERICAN CINEMA	SAM code fr <del>D</del> to <b>E</b> , assign, txt
FAMT	CTVR 5	450041.00	INTERNATIONAL CINEMA	SAM code fr <del>D</del> to <b>E</b> , assign
FAMT	CTVR 7	433764.00	CROSS CULTURAL CINEMA	SAM code fr <del>D</del> to <b>E</b> , assign
FAMT	CTVR 9	429768.00	WOMEN IN CINEMA/TV	SAM code fr <del>D</del> to <b>E</b> , assign
FAMT	CTVR 115	180090.00	ADV RADIO PERFORMANCE	SAM code fr <del>C</del> to <b>B</b> , tps, assign
FAMT	CTVR 251	430722.05	NON-LINEAR EDIT II	SAM code fr <del>D</del> to <b>B</b> , tps, assign, txt, val
FAMT	CTVR 253	432293.00	DIGITAL SFX	SAM code fr <del>D</del> to <b>C</b> , tps, assign, txt
FAMT	MUS 66	560170.00	CHAMBER MUSIC	dc
FAMT	MUS 118	524020.25	MULTI-TRACK RECORDING	SLOs, txt
FAMT	MUS 130	429751.00	MUSIC PRODUCTION I	SLOs, assign
FAMT	MUS 131	429752.00	MUSIC PRODUCTION II	tps, SLOs, assign
FAMT	MUS 132	429754.00	INTRO TO MUSIC TECH	SLOs
FAMT	SP 1H	806010.00	HON COMMUNICATION FUNDAMENTALS	crs id fr <del>SP 1H</del> to <b>COMM 1H</b> , rec prep fr <del>None</del> to <b>ENG 1A or 1AH with a grade of "C" or better</b> , cat desc, sch desc, txt, val
HS	HIT 222	374056.00	ADV COD APPL	prereq fr <del>HIT 221</del> to <b>HIT 109</b> , rec prep fr <del>CIM 1, HIT 200, HSC 233, HSC 244, HIT 215, HIT 220, &amp; HIT 202</del> to <b>CIM 1 or CIM 10, HIT 100, HSC 106, HSC 108, HIT 110, HIT 115 &amp; HIT 122</b> , txt, val
HS	HSC 226	386425.00	ADV CARD LIFE SUPPORT	cat desc, sch desc, tps
HS	MLT 243	450151.00	CLIN IMMUNO-IMMUNOHEM	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> , to <b>2 hrs lec/3.0 hrs lab/0 hr lrng cntr</b> , cat desc, sch desc, tps, SLOs, moe, txt, val
HS	MLT 244	450158.00	CLINICAL HEMATOLOGY, COAGULATION, AND URINALYSIS PRACTICUM	prereq from <del>MLT 236</del> to <b>MLT 235 &amp; MLT 236</b> , val
HS	MLT 253	450160.00	CLIN IMM-IMMUNOHEM PR	prereq fr <del>MLT 243 &amp; MLT 244 or MLT 242 or MLT 252</del> to <b>MLT 236 &amp; MLT 243</b> , txt, val
HS	N 162	639500.00	SUCCESS TRNS PROF NSG	prereq from <del>BIO 11, 12, 15 and ENG 1A</del> to <b>BIO 11, 12, 15 and ENG 1A or ENG 1AH</b> , txt, val
HS	N 162	450137.00	SUC TRNS PROF NSG LAB	txt

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HS	N 165	368010.10	LIFECYCLE 1, FUNDAMENTALS OF AGING	cat desc, sch desc, tps, lrng obj, SLOs, moe, txt
HS	N 204	475002.00	BEG NURSING CONCEPTS	cat desc, sch desc, tps, lrng obj, assign
HS	N 238	386520.00	PERIOP NSG I	txt
HS	N 245	644053.00	IV THERAPY TECH NSG	prereq fr <del>N 170</del> to <b><u>N 170 or licensed registered nurse in the State of California,</u></b> tps, SLOs, assign, txt, val
HS	N 280	692148.00	NSG CP & MAPS	lrng obj, txt
HS	SL 1	794060.00	AMERICAN SIGN LANG I	rec prep fr <del>ENG 1A</del> to <b><u>ENG 1A or ENG 1AH,</u></b> sch desc, assign, val
HS	SL 2	794070.00	AMERICAN SIGN LANG II	moe, assign
HS	SL 3	794080.00	AMRCN SIGN LANG III	assign
HS	SL 4	794085.00	AMRCN SIGN LANG IV	assign, txt
HS	SL 101	794050.00	DEAF CULTURE/HISTORY	cat desc, assign, txt
KNES	KNES 22	674430.25	INTERMEDIATE GOLF	dv (1.5 units)
KNES	KNES 33	432270.00	BEGINNING SURFING I	pcs fr <del>program applicable</del> to <b><u>not program applicable</u></b>
KNES	KNES 34	432270.05	BEG SURF II: SHORTBRD	pcs fr <del>program applicable</del> to <b><u>not program applicable</u></b>
KNES	KNES 76	675230.10	BEGINNING VOLLEYBALL	dv (1.5 units)
KNES	KNES 77	675230.15	INTERMED. VOLLEYBALL	dv (1.5 units)
KNES	KNES 78	675230.25	ADVANCED VOLLEYBALL	dv (1.5 units)
KNES	KNES 204	675390.00	YOGIC ENERGY SYSTEM	crs id fr <del>KNES 204</del> to <b><u>KNES 404,</u></b> cat desc, sch desc, txt
MS	MATH 602S	130016.00	SUPPORT FOR PRECALCULUS	nc, 2 units/2 hr lec/0 hr lab/0 hr lrng cntr, prereq <b><u>Placement by the current assessment process,</u></b> Coreq <b><u>MATH 2,</u></b> non-repeatable
MS	MATH 607S	130014.00	SUPPORT FOR COLLEGE ALGEBRA	nc, 2 units/2 hr lec/0 hr lab/0 hr lrng cntr, prereq <b><u>Placement by the current assessment process,</u></b> Coreq <b><u>MATH 7,</u></b> non-repeatable
MS	MATH 608S	130013.00	SUPPORT FOR COLLEGE ALGEBRA FOR BRIEF CALCULUS	nc, 2 units/2 hr lec/0 hr lab/0 hr lrng cntr, prereq <b><u>Placement by the current assessment process,</u></b> Coreq <b><u>MATH 8,</u></b> non-repeatable
MS	MATH 610S	130011.00	SUPPORT FOR STATISTICS	nc, 2 units/2 hr lec/0 hr lab/0 hr lrng cntr, prereq <b><u>Placement by the current assessment process,</u></b> Coreq <b><u>MATH 10,</u></b> non-repeatable
MS	MATH 624S	130015.00	SUPPORT FOR TRIGONOMETRY	nc, 2 units/2 hr lec/0 hr lab/0 hr lrng cntr, prereq <b><u>Placement by the current assessment process,</u></b> Coreq <b><u>MATH 124,</u></b> non-repeatable



SADDLEBACK COLLEGE  
NEW, REVISED, AND DELETED COURSES  
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MS	MATH 653S	130012.00	SUPPORT FOR INTERMEDIATE ALGEBRA	nc, 2 units/2 hr lec/0 hr lab/0 hr lrng cntr, prereq <u>Placement by the current assessment process</u> , Coreq <u>MATH 253</u> , non-repeatable
SS	CDE 7	992366.00	CHILD GROWTH DEVELOP	rec prep fr <del>ENG 200 and ENG 340</del> to <u>ENG 340</u> , cat desc, sch decs, txt, val
SS	CDE 7H	374051.00	HONORS CHD GROW DEV	rec prep fr <del>ENG 200 and ENG 340</del> to <u>ENG 340</u> , moe, txt
SS	CDE 15	992365.00	CHILD,FAMILY,COMM	rec prep fr <del>ENG 200 and ENG 340</del> to <u>ENG 340</u> , cat desc, sch decs, val
SS	CDE 90	432604.00	INTRO TO ELEM EDUC	rec prep fr <del>ENG 200, ENG 340, and CDE 7 or CDE 7H</del> to <u>ENG 340 and CDE 7 or CDE 7H</u> , cat desc, sch desc, val
SS	CDE 110	416080.00	INTRO TO CURRICULUM	rec prep fr <del>ENG 200 and ENG 340</del> to <u>ENG 340</u> , cat desc, sch decs, tps, lrng obj, txt, val
SS	CDE 111	416230.00	CHILD GUIDE/COM	rec prep fr <del>ENG 200 and ENG 340</del> to <u>ENG 340</u> , txt, val
SS	CDE 112	432508.00	HEALTH, SAFETY, AND NUTRITION	rec prep fr <del>CDE 101, CDE 7 or CDE 7H, ENG 200, and ENG 340</del> to <u>CDE 101, CDE 7 or CDE 7H and ENG 340</u> , val
SS	CDE 113	416140.00	MATH SCIENCE IN ECE	rec prep fr <del>CDE 101, CDE 7 or CDE 7H, CDE 110, ENG 200 and ENG 340</del> to <u>CDE 101, CDE 7 or CDE 7H, CDE 110, and ENG 340</u> , SLO, val
SS	CDE 114	406105.00	CREATIVE ART ECE	rec prep fr <del>CDE 101, CDE 7 or CDE 7H, CDE 110, ENG 200, and ENG 340</del> to <u>CDE 101, CDE 7 or CDE 7H, CDE 110 and ENG 340</u> , val
SS	CDE 115	416130.00	LITERACY IN ECE	rec prep fr <del>CDE 101, CDE 7 or CDE 7H, CDE 110, ENG 200, and ENG 340</del> to <u>CDE 101, CDE 7 or CDE 7H, CDE 110 and ENG 340</u> , SLOs, assign, val
SS	CDE 117	416070.00	TEACH DIVERSE SOCIETY	rec prep fr <del>CDE 101, CDE 7 or CDE 7H, CDE 110, ENG 200 and ENG 340</del> to <u>CDE 101, CDE 7 or CDE 7H, CDE 110, and ENG 340</u> , cat desc, sch decs, val
SS	CDE 121	416160.10	PRACTICUM-ST TEACH	rec prep fr <del>CDE 113, CDE 114, CDE 115, and ENG 200</del> to <u>ENG 340</u> , tps, moe, assign, txt, val
SS	CDE 123	416055.00	INF/TODD DEV	rec prep fr <del>CDE 101, ENG 200, and ENG 340</del> to <u>CDE 101 and ENG 340</u> , val
SS	CDE 125	431635.00	SCHOOL-AGE PROGRAMS	rec prep fr <del>CDE 101, ENG 200, and ENG 340</del> to <u>CDE 101 and ENG 340</u> , txt, val

SADDLEBACK COLLEGE  
NEW, REVISED, AND DELETED COURSES  
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SS	CDE 127	430818.00	ADULT SUPV MENT	rec prep fr <del>CDE 101, CDE 110, ENG 200, and ENG 340</del> to <u>CDE 101, CDE 110 and ENG 340</u> , val
SS	CDE 128	416200.00	ADMIN I - PROGRAM ECE	rec prep fr <del>CDE 101, CDE 110, ENG 200, and ENG 340</del> to <u>CDE 101, CDE 110 and ENG 340</u> , txt, val
SS	CDE 129	416200.00	ADMIN II LEAD IN ECE	rec prep fr <del>CDE 101, CDE 110, ENG 200, and ENG 340</del> to <u>CDE 101, CDE 110 and ENG 340</u> , tps, txt, val
SS	CDE 133	416060.00	CARE EDUC INF/TOD	rec prep fr <del>CDE 101, CDE 110, CDE 123, ENG 200, and ENG 340</del> to <u>CDE 101, CDE 110, CDE 123, and ENG 340</u> , val
SS	CDE 135	450180.00	INTRO CHILD SP NEEDS	rec prep fr <del>CDE 101, CDE 15, CDE 7 or CDE 7H, CDE 110, ENG 200, and ENG 340</del> to <u>CDE 101, CDE 15, CDE 7 or CDE 7H, CDE 110, and ENG 340</u> , 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, ENG 200, and ENG 340</del> to <u>CDE 101, CDE 15, CDE 7 or CDE 7H, CDE 110, and ENG 340</u> , val
SS	ECON 2	248020.00	PRINCIPLES (MACRO)	prereq fr <del>MATH 253</del> to <u>Placement by the current assessment process or successful completion of MATH 253 with a "C" or better.</u>
SS	ECON 2H	405101.00	HONORS PRINCIPLES OF MACROECONOMICS	prereq fr <del>MATH 253</del> to <u>Placement by the current assessment process or successful completion of MATH 253 with a "C" or better.</u>
SS	ECON 4	248010.00	PRINCIPLES (MICRO)	prereq fr <del>MATH 253</del> to <u>Placement by the current assessment process or successful completion of MATH 253 with a "C" or better.</u>
SS	ECON 4H	405102.00	HONORS PRINCIPLES OF MICROECONOMICS	prereq fr <del>MATH 253</del> to <u>Placement by the current assessment process or successful completion of MATH 253 with a "C" or better.</u>

# SADDLEBACK COLLEGE NEW AND REVISED PROGRAMS ACADEMIC YEAR 2019-2020

## Current Kinesiology Associate of Arts

The curriculum in the Kinesiology Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. Kinesiology provides a critical element in a comprehensive, well-balanced educational program. The learning opportunities offered in this area can be an essential factor to the optimum development of a student in all areas of life; physical, mental, emotional, and social. Kinesiology courses contribute significantly toward the achievement of desirable educational outcomes, such as transfer to four-year colleges and universities, and prepares students for successful outcomes through the means of physical activity and related experiences. While a baccalaureate or higher degree is recommended for those considering majors related to this field, earning the Associate degree may support attempts to gain entry-level employment or promotion.

### Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate cognitive knowledge of fitness terminology and training in a specific subject area.
- Correctly perform the skills or strategy for a particular fitness activity or sport.
- Display affective gains through social interactions, teamwork, and sportsmanship in Kinesiology courses.
- Distinguish and articulate fundamental concepts or skills of a specific activity or sport.

### Required Courses

Course ID	Title	Units
FN 50	Fundamentals of Nutrition	3
HLTH 1	Contemporary Health Issues	3
or		
HLTH 3	Women's Health Issues	3
HLTH 2	First Aid, CPR, and Automated External Defibrillator	1.5
KNES 51	Introduction to Kinesiology	3
KNES 52	Fundamentals of Human Movement	3
BIO 20	Introduction to Biology	4
or		
BIO 11*	4-year of high school biology with a grade of "C" or better	
	Human Anatomy	4
	Select One Course from Training and Theory	3
	Required Movement Based Skills Courses	7
	Select One Additional Movement Based Skill Course from the Provided List	1-1.5
<b>Total Units for the Major</b>		<b>28.5-33</b>

### Training and Theory (3 units):

KNES 53	Introduction to Athletic Training	3
KNES 54*	Principles and Fundamentals of Coaching	3
KNES 105	Mental Skills for Sports Performance	3

### Required Movement Based Skills Courses: Select 7 Courses from the Following in at Least 4 Areas (7 units)

<b>Aquatics</b>		
KNES 41<<	Swimming for Nonswimmers	1
or		
KNES 42*<<	Intermediate Swimming	1
KNES 44*	Aquatic Conditioning	1
KNES 49	Aqua Aerobics	1
<b>Combative</b>		
KNES 90	Beginning Self-Defense	1
KNES 93	Beginning Karate	1
<b>Fitness</b>		
KNES 1	Cardiovascular Conditioning	1
KNES 4	Beginning Weight Lifting	1
KNES 28	Beginning Yoga	1
KNES 29	Introduction to Tai Chi Ch'uan	1
KNES/DANC 65	Introduction to Mat Pilates	1
KNES 68*	Walking for Fitness	1
<b>Individual Sports</b>		
KNES 17	Beginning Bowling	1
KNES 20	Beginning Golf I	1
KNES 24	Beginning Tennis I	1
KNES 25	Beginning Tennis II	1
<del>KNES 33*</del>	<del>Beginning Surfing I</del>	<del>1</del>
<b>Team Sports</b>		
KNES 70	Basketball	1
KNES 72	Beginning Soccer	1
KNES 76	Beginning Volleyball	1
KNES 77*	Intermediate Volleyball	1
KNES 78*	Advanced Volleyball	1
KNES 81	Beginning Beach Volleyball	1

KNES 44*	Aquatic Conditioning	1-1.5
KNES 49	Aqua Aerobics	1-1.5
<b>Combative</b>		
KNES 90	Beginning Self-Defense	1
KNES 91*	Intermediate Self-Defense	1
KNES 93	Beginning Karate	1
KNES 94	Beginning Aikido	1
KNES 95*	Intermediate Aikido	1
KNES 96*	Advanced Aikido	1
KNES 97*	Intermediate Karate	1
KNES 199	Street Martial Arts	1
<b>Dance</b>		
DANC 51	Introduction to Ballet	1-1.5
DANC 54	Introduction to Modern Dance	1-1.5
DANC 57	Introduction to Jazz Dancing	1-1.5
DANC 60	Introduction to Tap Dancing	1
DANC 66	Introduction to Latin Dance	1
DANC 68	Introduction to Social Dance	1
<b>Fitness</b>		
KNES 1	Cardiovascular Conditioning	1-1.5
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 7	Step Training	1
KNES 8	Beginning Cardio Kickboxing	1-1.5
KNES 9	Stretching, Flexibility, & Conditioning	1-1.5
KNES 10	Cross Training	1-1.5
KNES 28	Beginning Yoga	1-1.5
KNES 29	Introduction to Tai Chi Ch'uan	1
KNES 31	Muscle Toning for Women	1-1.5
KNES 37*	Intermediate Tai Chi Ch'uan	1
KNES/DANC 38*	Intermediate Mat Pilates	1-1.5
KNES 39*	Intermediate Yoga	1-1.5
KNES 40*	Advanced Yoga	1-1.5
KNES 50	Aerobic Dance	1-1.5
KNES/DANC 65	Introduction to Mat Pilates	1-1.5
KNES 66	Core Training	1-1.5
KNES 68*	Walking for Fitness	1
KNES 69*	Trail Hiking	1
KNES 107	Fitness Assessment and Survey	1
<b>Individual Sports</b>		
KNES 17	Beginning Bowling	1
KNES 18*	Intermediate Bowling	1
KNES 19	Beginning Cycling and Spinning	1-1.5
KNES 20	Beginning Golf I	1-1.5
KNES 21*	Beginning Golf II	1-1.5
KNES 22*	Intermediate Golf	<del>1-1.5</del>
KNES 23*	Advanced Golf	1-1.5
KNES 24	Beginning Tennis I	1-1.5
KNES 25*	Beginning Tennis II	1-1.5
KNES 26*	Intermediate Tennis	1-1.5
KNES 27*	Advanced Tennis	1-1.5
<del>KNES 33*</del>	<del>Beginning Surfing I</del>	<del>1</del>
<del>KNES 34*</del>	<del>Beginning Surfing II—Shortboarding</del>	<del>1</del>
KNES 35*	Intermediate Surfing	1
KNES 36*	Advanced Surfing	1
KNES 63	Beginning Rock Climbing	1
KNES 88*	Intermediate Rock Climbing	1
KNES 89*	Advanced Rock Climbing	1
<b>Team Sports</b>		
KNES 70	Basketball	1-1.5
KNES 71*	Advanced Basketball	1-1.5
KNES 72	Beginning Soccer	1-1.5
KNES 73*	Advanced Soccer	1-1.5
KNES 76	Beginning Volleyball	<del>1-1.5</del>
KNES 77*	Intermediate Volleyball	<del>1-1.5</del>
KNES 78*	Advanced Volleyball	<del>1-1.5</del>
KNES 81	Beginning Beach Volleyball	1
KNES 84*	Intermediate Beach Volleyball	1

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

<<Students may take either KNES 41 or KNES 42 but not both.

### Associate Degree

#### Associate in Arts Degree

Complete units as described above and a minimum of 60 units including the general education requirements with an overall GPA of 2.0 ~~qualifies the student~~ for the Associate in Arts degree. A minimum of 12 units must be completed at Saddleback College.

#### General Education Requirements for Associate Degrees

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

### Select One Additional Movement Based Skill Course from the Following Six Categories (1-1.5 units):

<b>Aquatics</b>		
KNES 41	Swimming for Nonswimmers	1-1.5
KNES 42*	Intermediate Swimming	1-1.5
KNES 43*	Advanced Swimming and Diving	1-1.5

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Revised  
Kinesiology  
Associate of Arts**

The curriculum in the Kinesiology Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. Kinesiology provides a critical element in a comprehensive, well-balanced educational program. The learning opportunities offered in this area can be an essential factor to the optimum development of a student in all areas of life; physical, mental, emotional, and social. Kinesiology courses contribute significantly toward the achievement of desirable educational outcomes, such as transfer to four-year colleges and universities into majors such as Kinesiology with an Option in Fitness at CSU Long Beach, and prepares students for successful outcomes through the means of physical activity and related experiences. While a baccalaureate or higher degree is recommended for those considering majors related to this field, earning the Associate degree may support attempts to gain entry-level employment or promotion.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate cognitive knowledge of fitness terminology and training in a specific subject area.
- Correctly perform the skills or strategy for a particular fitness activity or sport.
- Display affective gains through social interactions, teamwork, and sportsmanship in Kinesiology courses.
- Distinguish and articulate fundamental concepts or skills of a specific activity or sport.

**Required Courses**

Course ID	Title	Units
FN 50	Fundamentals of Nutrition	3
HLTH 1	Contemporary Health Issues	3
or		
HLTH 3	Women's Health Issues	3
HLTH 2	First Aid, CPR, and Automated External Defibrillator	1.5
KNES 51	Introduction to Kinesiology	3
KNES 52	Fundamentals of Human Movement	3
BIO 20	Introduction to Biology	<u>0-4</u>
or		
	<u>One</u> year of high school biology with a grade of "C" or better	
BIO 11*	Human Anatomy	4
	Select One Course from Training and Theory	3
	Required Movement Based Skills Courses	7
	Select One Additional Movement Based Skill Course from the Provided List	1-1.5

**Total Units for the Major 28.5-33**

**Training and Theory (3 units):**

KNES 53	Introduction to Athletic Training	3
KNES 54*	Principles and Fundamentals of Coaching	3
KNES 105	Mental Skills for Sports Performance	3

**Required Movement Based Skills Courses: Select 7 Courses from the Following in at Least 4 Areas (7 units)**

<b>Aquatics</b>		
KNES 41<<	Swimming for Nonswimmers	1
or		
KNES 42*<<	Intermediate Swimming	1
KNES 44*	Aquatic Conditioning	1
KNES 49	Aqua Aerobics	1
<b>Combative</b>		
KNES 90	Beginning Self-Defense	1
KNES 93	Beginning Karate	1
<b>Fitness</b>		
KNES 1	Cardiovascular Conditioning	1
KNES 4	Beginning Weight Lifting	1
KNES 28	Beginning Yoga	1
KNES 29	Introduction to Tai Chi Ch'uan	1
KNES/DANC 65	Introduction to Mat Pilates	1
KNES 68*	Walking for Fitness	1
<b>Individual Sports</b>		
KNES 17	Beginning Bowling	1
KNES 20	Beginning Golf I	1
KNES 24	Beginning Tennis I	1
KNES 25	Beginning Tennis II	1
<b>Team Sports</b>		
KNES 70	Basketball	1
KNES 72	Beginning Soccer	1
KNES 76	Beginning Volleyball	1
KNES 77*	Intermediate Volleyball	1
KNES 78*	Advanced Volleyball	1
KNES 81	Beginning Beach Volleyball	1

**Select One Additional Movement Based Skill Course from the Following Six Categories (1-1.5 units):**

<b>Aquatics</b>		
KNES 41	Swimming for Nonswimmers	1-1.5

KNES 42*	Intermediate Swimming	1-1.5
KNES 43*	Advanced Swimming and Diving	1-1.5
KNES 44*	Aquatic Conditioning	1-1.5
KNES 49	Aqua Aerobics	1-1.5

**Combative**

KNES 90	Beginning Self-Defense	1
KNES 91*	Intermediate Self-Defense	1
KNES 93	Beginning Karate	1
KNES 94	Beginning Aikido	1
KNES 95*	Intermediate Aikido	1
KNES 96*	Advanced Aikido	1
KNES 97*	Intermediate Karate	1
KNES 199	Street Martial Arts	1

**Dance**

DANC 51	Introduction to Ballet	1-1.5
DANC 54	Introduction to Modern Dance	1-1.5
DANC 57	Introduction to Jazz Dancing	1-1.5
DANC 60	Introduction to Tap Dancing	1
DANC 66	Introduction to Latin Dance	1
DANC 68	Introduction to Social Dance	1

**Fitness**

KNES 1	Cardiovascular Conditioning Circuit	1-1.5
KNES 3	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 7	Step Training	1
KNES 8	Beginning Cardio Kickboxing	1-1.5
KNES 9	Stretching, Flexibility, & Conditioning	1-1.5
KNES 10	Cross Training	1-1.5
KNES 28	Beginning Yoga	1-1.5
KNES 29	Introduction to Tai Chi Ch'uan	1
KNES 31	Muscle Toning for Women	1-1.5
KNES 37*	Intermediate Tai Chi Ch'uan	1
KNES/DANC 38*	Intermediate Mat Pilates	1-1.5
KNES 39*	Intermediate Yoga	1-1.5
KNES 40*	Advanced Yoga	1-1.5
KNES 50	Aerobic Dance	1-1.5
KNES/DANC 65	Introduction to Mat Pilates	1-1.5
KNES 66	Core Training	1-1.5
KNES 68*	Walking for Fitness	1
KNES 69*	Trail Hiking	1
KNES 107	Fitness Assessment and Survey	1

**Individual Sports**

KNES 17	Beginning Bowling	1
KNES 18*	Intermediate Bowling	1
KNES 19	Beginning Cycling and Spinning	1-1.5
KNES 20	Beginning Golf I	1-1.5
KNES 21*	Beginning Golf II	1-1.5
KNES 22*	Intermediate Golf	<u>1</u>
KNES 23*	Advanced Golf	1-1.5
KNES 24	Beginning Tennis I	1-1.5
KNES 25*	Beginning Tennis II	1-1.5
KNES 26*	Intermediate Tennis	1-1.5
KNES 27*	Advanced Tennis	1-1.5
KNES 35*	Intermediate Surfing	1
KNES 36*	Advanced Surfing	1
KNES 63	Beginning Rock Climbing	1
KNES 88*	Intermediate Rock Climbing	1
KNES 89*	Advanced Rock Climbing	1

**Team Sports**

KNES 70	Basketball	1-1.5
KNES 71*	Advanced Basketball	1-1.5
KNES 72	Beginning Soccer	1-1.5
KNES 73*	Advanced Soccer	1-1.5
KNES 76	Beginning Volleyball	<u>1</u>
KNES 77*	Intermediate Volleyball	<u>1</u>
KNES 78*	Advanced Volleyball	<u>1</u>
KNES 81	Beginning Beach Volleyball	1
KNES 84*	Intermediate Beach Volleyball	1

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

<<Students may take either KNES 41 or KNES 42, but not both.

**Associate Degree**

**Associate of Arts Degree**

Complete units as described above and a minimum of 60 units including the general education requirements with an 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  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current  
Kinesiology  
Associate in Arts for Transfer**

The Kinesiology major consists of courses appropriate for an Associate in Arts in Kinesiology for Transfer degree, which provides a foundational understanding of the discipline, a breadth of coursework in the discipline, and preparation for transfer to any CSU that accepts the AA-T. Students who complete the Associate in Arts in Kinesiology for Transfer degree receive priority admission ~~with junior status~~ to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate a beginning level of knowledge, skill, theory and strategy in at least one sport or physical activity.
- Explain and apply basic physiological principles of human movement in exercise and sports settings.
- Demonstrate an understanding of the structure and function of the body in human performance.
- Recognize the principles of physical fitness development and maintenance as well as the body's responses to physical activity.
- Acquire an understanding of those factors instrumental in the development and performance of motor skills.
- Demonstrate an understanding of the value and significance of physical activity for human interactions, and quality of life.
- Analyze the history, research, and current information in Kinesiology and their current applications.
- Use campus and/or community resources to participate actively in their own education.
- Display leadership, cooperation, sportsmanship and integrity through active participation in fitness and sports.
- Encourage and promote the value of lifelong learning and quality of life through health, sport, fitness and physical activity.

**Required Core**

Course ID	Title	Units
KNES 51	Introduction to Kinesiology	3
BIO 11*	Human Anatomy	4
BIO 12*	Human Physiology	4

and

**Select a maximum of one course each from any three of the following movement-based course areas (3 units):**

**Aquatics**

KNES 41	Swimming for Nonswimmers	1
or		
KNES 41	Swimming for Nonswimmers	1.5
KNES 42*	Intermediate Swimming	1
or		
KNES 42*	Intermediate Swimming	1.5
KNES 44*	Aquatic Conditioning	1
or		
KNES 44*	Aquatic Conditioning	1.5

**Combatives**

KNES 90	Beginning Self-Defense	1
or		
<del>KNES 90</del>	<del>Beginning Self-Defense</del>	<del>1.5</del>
KNES 93	Beginning Karate	1
or		
<del>KNES 93</del>	<del>Beginning Karate</del>	<del>1.5</del>
KNES 94	Beginning Aikido	1
or		
<del>KNES 94</del>	<del>Beginning Aikido</del>	<del>1.5</del>

**Fitness**

KNES 1	Cardiovascular Conditioning	1
or		
KNES 1	Cardiovascular Conditioning	1.5

KNES 50	Aerobic Dance	1
or		
KNES 50	Aerobic Dance	1.5

**Individual Sports**

KNES 20	Beginning Golf I	1
or		
KNES 20	Beginning Golf I	1.5
KNES 24	Beginning Tennis I	1
or		
KNES 24	Beginning Tennis I	1.5
KNES 25*	Beginning Tennis II	1
or		
KNES 25*	Beginning Tennis II	1.5
KNES 26*	Intermediate Tennis	1
or		
KNES 26*	Intermediate Tennis	1.5

**Team Sports**

KNES 70	Basketball	1
or		
KNES 70	Basketball	1.5
KNES 71*	Advanced Basketball	1
or		
KNES 71*	Advanced Basketball	1.5
KNES 72	Beginning Soccer	1
or		
KNES 72	Beginning Soccer	1.5
KNES 76	Beginning Volleyball	1
or		
<del>KNES 76</del>	<del>Beginning Volleyball</del>	<del>1.5</del>
KNES 77*	Intermediate Volleyball	1
or		
<del>KNES 77*</del>	<del>Intermediate Volleyball</del>	<del>1.5</del>
KNES 81	Beginning Beach Volleyball	1

**List A: Select two courses (7-9 units) from the following:**

MATH 10*	Introduction to Statistics	3
BIO 20	Introduction to Biology	4
CHEM 108	Introduction to General, Organic, and Biochemistry	4
or		
CHEM 1A*	General Chemistry	5
PHYS 2A*	Introduction to Physics	5
or		
PHYS 4A*	General Physics	5

**Total Units for the Major 21-24**

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

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Revised  
Kinesiology  
Associate in Arts for Transfer**

The Kinesiology major consists of courses appropriate for an Associate in Arts in Kinesiology for Transfer degree, which provides a foundational understanding of the discipline, a breadth of coursework in the discipline, and preparation for transfer to any CSU that accepts the AA-T. Students who complete the Associate in Arts in Kinesiology for Transfer degree receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate a beginning level of knowledge, skill, theory and strategy in at least one sport or physical activity.
- Explain and apply basic physiological principles of human movement in exercise and sports settings.
- Demonstrate an understanding of the structure and function of the body in human performance.
- Recognize the principles of physical fitness development and maintenance as well as the body's responses to physical activity.
- Acquire an understanding of those factors instrumental in the development and performance of motor skills.
- Demonstrate an understanding of the value and significance of physical activity for human interactions, and quality of life.
- Analyze the history, research, and current information in Kinesiology and their current applications.
- Use campus and/or community resources to participate actively in their own education.
- Display leadership, cooperation, sportsmanship and integrity through active participation in fitness and sports.
- Encourage and promote the value of lifelong learning and quality of life through health, sport, fitness and physical activity.

**Graduation Requirements**

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

1. **Completion of 60 semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following:**
  - a. **The Intersegmental General Education Transfer Curriculum (IGETC) or the California State University General Education-Breadth Requirements (CSU GE-Breadth).**
  - b. **A minimum of 18 semester units or 27 quarter units in a major or area of emphasis, as determined by the community college district.**

**Obtainment of a minimum grade point average of 2.0. Students must earn a "C" (or "P" Pass) or better in all courses required for the major or area of emphasis.**

**Required Core**

Course ID	Title	Units
KNES 51	Introduction to Kinesiology	3
BIO 11*	Human Anatomy	4
BIO 12*	Human Physiology	4

and

Select a maximum of one course each from any three of the following movement-based course areas (3-4.5 units):

**Aquatics**

KNES 41	Swimming for Nonswimmers	1
or		
KNES 41	Swimming for Nonswimmers	1.5
KNES 42*	Intermediate Swimming	1
or		
KNES 42*	Intermediate Swimming	1.5
KNES 44*	Aquatic Conditioning	1
or		
KNES 44*	Aquatic Conditioning	1.5

**Combatives**

KNES 90	Beginning Self-Defense	1
KNES 93	Beginning Karate	1
KNES 94	Beginning Aikido	1

**Fitness**

KNES 1	Cardiovascular Conditioning	1
or		
KNES 1	Cardiovascular Conditioning	1.5
<b>KNES 8</b>	<b>Beginning Cardio Kickboxing</b>	<b>1</b>
or		
<b>KNES 8</b>	<b>Beginning Cardio Kickboxing</b>	<b>1.5</b>
<b>KNES 29</b>	<b>Introduction to Tai Chi Ch'uan</b>	<b>1</b>
KNES 50	Aerobic Dance	1
or		
KNES 50	Aerobic Dance	1.5
<b>KNES/DANC 65</b>	<b>Introduction to Mat Pilates</b>	<b>1</b>
or		
<b>KNES/DANC 65</b>	<b>Introduction to Mat Pilates</b>	<b>1.5</b>

**Individual Sports**

KNES 20	Beginning Golf I	1
or		
KNES 20	Beginning Golf I	1.5
KNES 24	Beginning Tennis I	1
or		
KNES 24	Beginning Tennis I	1.5
KNES 25*	Beginning Tennis II	1
or		
KNES 25*	Beginning Tennis II	1.5
KNES 26*	Intermediate Tennis	1
or		
KNES 26*	Intermediate Tennis	1.5

**Team Sports**

KNES 70	Basketball	1
or		
KNES 70	Basketball	1.5
KNES 71*	Advanced Basketball	1
or		
KNES 71*	Advanced Basketball	1.5
KNES 72	Beginning Soccer	1
or		
KNES 72	Beginning Soccer	1.5
KNES 76	Beginning Volleyball	1
KNES 77*	Intermediate Volleyball	1
KNES 81	Beginning Beach Volleyball	1

**List A: Select two courses (7-10 units) from the following:**

MATH 10*	Introduction to Statistics	3
or		
<b>PSYC 44*</b>	<b>Statistics for the Behavioral Sciences</b>	<b>3</b>
BIO 20	Introduction to Biology	4
CHEM 108	Introduction to General, Organic, and Biochemistry	4
or		
CHEM 1A*	General Chemistry	5
PHYS 2A*	Introduction to Physics	5
or		
PHYS 4A*	General Physics	5

**Total Units for the Major 21-25.5**

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

## SADDLEBACK COLLEGE NEW AND REVISED PROGRAMS ACADEMIC YEAR 2019-2020

### Current

#### Registered Nursing

The Nursing Program at Saddleback College offers a curriculum that qualifies the graduate to take the National Council Licensure Examination for Registered Nurses (NCLEX-RN). The program provides graduates with the education necessary to become competent entry level registered nurses, to obtain employment in a variety of settings, and to provide quality patient centered care.

#### ENROLLMENT PROCEDURES

In order to apply, a student must complete BIO 11\* (Anatomy), BIO 12\* (Physiology), BIO 15\* (Microbiology), and ENG 1A\* (Principles of Composition 1) or their equivalents with a grade of "C" or better. BIO 12\* (Physiology) must have been completed within the past seven year. Every required prerequisite and core class must be completed with a "C" or better.

Students qualified for application will be ranked according to their total points achieved on all of the admission criteria. Those with the highest total points will be admitted. The admission criteria includes: previous academic degrees, work experience/certificates, GPA in the science prerequisites, completion of relevant course work towards the ADN degree, life experience, proficiency/course work in a second language, ATI-TEAS testing scores.

Applications will be taken each semester for approximately a two week period at the beginning of February (for fall admission) and the beginning of September (for spring admission). Procedures for applying to the Nursing program and application packets are available in the Health Sciences and Human Services division office and on the Nursing Program website. Prospective nursing students are encouraged to attend an RN Information Session.

The Nursing Program at Saddleback College is an impacted program, therefore students who hold F-1 (student visas) will not be considered for admission to the Nursing Program.

The program is approved by the California Board of Registered Nursing (BRN) and accredited by the Accreditation Commission for Education in Nursing (ACEN).

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Atlanta, Georgia 30326  
404-975-5000 or [www.acenursing.org](http://www.acenursing.org)

#### Registered Nurse Certificate of Achievement

The Nursing Program offers evidence based theory and clinical nursing courses that build upon a foundation of biological, psychological, and social sciences, as well as communication skills, and critical thinking, to prepare competent entry level professional registered nurses. The Nursing Program focuses on a strong medical surgical foundation, and the application of nursing process across the lifespan in a variety of healthcare settings to deliver high quality health care. Leadership skills and lifelong learning are emphasized as the student nurse takes on the role of the professional RN.

#### Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate sufficient preparation to pass the NCLEX upon first attempt.
- Promote and maintain a safe environment by integrating current evidence-based practice, the nursing process, and skill competency to deliver quality health care.
- Demonstrate the knowledge, skills, and attitudes required of the professional nurse as defined by the California Nurse Practice Act and standards of nursing practice.

Course ID	Title	Units
<b>Required prerequisites prior to Nursing Clinical Sequence:</b>		
BIO 11*	Human Anatomy	4
BIO 15*	General Microbiology	5
BIO 12*/***	Human Physiology	4
ENG 1A*/****	Principles of Composition I	4
Or		
ENG 1AH*/****	Honors Principles of Composition I	4
<b>Total Prerequisite Units:</b>		17
<b>Eligible for Entry into Nursing Clinical Sequence</b>		
<b>Semester I:</b>		
N 160*/**	Pharmacology for Nursing	3
N 165**	Lifecycle I: Fundamentals of Aging	1.5
N 170*	Nursing Process	3
N 170*#	Nursing Process Lab	4.5
N 171*	Mental Health Nursing	2
N 171*#	Mental Health Nursing Lab	1
<b>Total Units for the Semester:</b>		15
<b>Semester II:</b>		
PSYC 1**	Introduction to Psychology	3
Or		
PSYC 1H **	Honors Introduction to Psychology	3
N 161**	Lifecycle 2: Growth and Development	1.5
N 172*	Medical-Surgical Nursing	3.5
N 172*#	Medical-Surgical Nursing Lab	5
<b>Total Units for the Semester:</b>		13
<b>Semester III:</b>		
N 173*	Nursing Care of Children and Families	1.5
N 173*#	Nursing Care of Children and Families Lab	2
N 174*	Women's Health Nursing	1.5
N 174*#	Women's Health Nursing Lab	2
<b>Total Units for the Semester:</b>		7
<b>Semester IV:</b>		
SP 1**	Communication Fundamentals	3
Or		
SP 1H**	Honors Communication Fundamentals	3
Or		
SP 5**	Interpersonal Communication	3
N 176*	Advanced Nursing	3
N 176*#	Advanced Nursing Lab	5
<b>Total Units for the Semester:</b>		11
<b>Total Units for the Certificate:</b>		63

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

\*\* Courses can be taken prior to entry into the program

\*\*\* Human Physiology must have been completed within the last 7 years

\*\*\*\* Freshman Composition 3-unit equivalent course will be accepted

# Clinical course.

Selected clinical experiences in various hospitals, clinics, and community agencies are provided throughout the Nursing Program.

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Revised  
Registered Nursing**

The Nursing Program at Saddleback College offers a curriculum that qualifies the graduate to take the National Council Licensure Examination for Registered Nurses (NCLEX-RN). The program provides graduates with the education necessary to become competent entry level registered nurses, to obtain employment in a variety of settings, and to provide quality patient centered care.

**ENROLLMENT PROCEDURES**

In order to apply, a student must complete BIO 11\* (Anatomy), BIO 12\* (Physiology), BIO 15\* (Microbiology), and ENG 1A\* (Principles of Composition 1) or their equivalents with a grade of "C" or better. BIO 12\* (Physiology) must have been completed within the past seven year. Every required prerequisite and core class must be completed with a "C" or better. Students qualified for application will be ranked according to their total points achieved on all of the admission criteria. Those with the highest total points will be admitted. The admission criteria includes: previous academic degrees, work experience/certificates, GPA in the science prerequisites, completion of relevant course work towards the ADN degree, life experience, proficiency/course work in a second language, ATI-TEAS testing scores.

Applications will be taken each semester for approximately a two week period at the beginning of February (for fall admission) and the beginning of September (for spring admission). Procedures for applying to the Nursing program and application packets are available in the Health Sciences and Human Services division office and on the Nursing Program website. Prospective nursing students are encouraged to attend an RN Information Session.

The Nursing Program at Saddleback College is an impacted program, therefore students who hold F-1 (student visas) will not be considered for admission to the Nursing Program.

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**Registered Nurse Certificate of Achievement**

The Nursing Program offers evidence based theory and clinical nursing courses that build upon a foundation of biological, psychological, and social sciences, as well as communication skills, and critical thinking, to prepare competent entry level professional registered nurses. The Nursing Program focuses on a strong medical surgical foundation, and the application of nursing process across the lifespan in a variety of healthcare settings to deliver high quality health care. Leadership skills and lifelong learning are emphasized as the student nurse takes on the role of the professional RN.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate sufficient preparation to pass the NCLEX upon first attempt.
- Promote and maintain a safe environment by integrating current evidence-based practice, the nursing process, and skill competency to deliver quality health care.
- Demonstrate the knowledge, skills, and attitudes required of the professional nurse as defined by the California Nurse Practice Act and standards of nursing practice.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
<b>Required prerequisites prior to Nursing Clinical Sequence:</b>		
BIO 11*	Human Anatomy	4
BIO 15*	General Microbiology	5
BIO 12*/***	Human Physiology	4
ENG 1A*/****	Principles of Composition I	4
Or		
ENG 1AH*/****	Honors Principles of Composition I	4
<b>Total Prerequisite Units:</b>		17
<b>Eligible for Entry into Nursing Clinical Sequence</b>		
<b>Semester I:</b>		
N 160*/**	Pharmacology for Nursing	3
N 165**	Lifecycle I: Fundamentals of Aging	1.5
N 170*	Nursing Process	3
N 170*#	Nursing Process Lab	4.5
N 171*	Mental Health Nursing	2
N 171*#	Mental Health Nursing Lab	1
<b>Total Units for the Semester:</b>		15
<b>Semester II:</b>		
PSYC 1**	Introduction to Psychology	3
Or		
PSYC 1H**	Honors Introduction to Psychology	3
N 161**	Lifecycle 2: Growth and Development	1.5
N 172*	Medical-Surgical Nursing	3.5
N 172*#	Medical-Surgical Nursing Lab	5
<b>Total Units for the Semester:</b>		13
<b>Semester III:</b>		
N 173*	Nursing Care of Children and Families	1.5
N 173*#	Nursing Care of Children and Families Lab	2
N 174*	Women's Health Nursing	1.5
N 174*#	Women's Health Nursing Lab	2
<b>Total Units for the Semester:</b>		7
<b>Semester IV:</b>		
<b>COMM 1*/**</b>	Communication Fundamentals	3
Or		
<b>COMM 1H*/**</b>	Honors Communication Fundamentals	3
Or		
<b>COMM 5**</b>	Interpersonal Communication	3
N 176*	Advanced Nursing	3
N 176*#	Advanced Nursing Lab	5
<b>Total Units for the Semester:</b>		11
<b>Total Units for the Certificate:</b>		63

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

\*\* Courses can be taken prior to entry into the program

\*\*\* Human Physiology must have been completed within the last 7 years

\*\*\*\* Freshman Composition 3-unit equivalent course will be accepted

# Clinical course.

Selected clinical experiences in various hospitals, clinics, and community agencies are provided throughout the Nursing Program.



## SADDLEBACK COLLEGE NEW AND REVISED PROGRAMS ACADEMIC YEAR 2019-2020

### Current

#### Registered Nursing

The Nursing Program at Saddleback College offers a curriculum that qualifies the graduate to take the National Council Licensure Examination for Registered Nurses (NCLEX-RN). The program provides graduates with the education necessary to become competent entry level registered nurses, to obtain employment in a variety of settings, and to provide quality patient centered care.

#### ENROLLMENT PROCEDURES

In order to apply, a student must complete BIO 11\* (Anatomy), BIO 12\* (Physiology), BIO 15\* (Microbiology), and ENG 1A\* (Principles of Composition 1) or their equivalents with a grade of "C" or better. BIO 12\* (Physiology) must have been completed within the past seven years. Every required prerequisite and core class must be completed with a "C" or better.

Students qualified for application will be ranked according to their total points achieved on all of the admission criteria. Those with the highest scores will be admitted. The admission criteria includes: previous academic degrees, work experience/certificates, GPA in the science prerequisites, completion of relevant course work towards the ADN degree, life experience, proficiency/course work in a second language, ATI-TEAS testing scores.

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#### Registered Nurse Associate in Science Degree

The Nursing Program offers evidence based theory and clinical nursing courses that build upon a foundation of biological, psychological, and social sciences, as well as communication skills, and critical thinking, to prepare competent entry level professional registered nurses. The ADN Program focuses on a strong medical surgical foundation, and the application of nursing process across the lifespan in a variety of healthcare settings to deliver high quality health care. Leadership skills and lifelong learning are emphasized as the nurse takes on the role of the professional RN.

#### Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate sufficient preparation to pass the NCLEX upon first attempt.
- Promote and maintain a safe environment by integrating current evidence-based practice, the nursing process, and skill competency to deliver quality health care.
- Demonstrate the knowledge, skills, and attitudes required of the professional nurse as defined by the California Nurse Practice Act and standards of nursing practice.

Course ID	Title	Units
<b>Required prerequisites prior to Nursing Clinical Sequence:</b>		
BIO 11*	Human Anatomy	4
BIO 15*	General Microbiology	5
BIO 12*/***	Human Physiology	4
ENG 1A*/****	Principles of Composition I	4
Or		
ENG 1AH*/****	Honors Principles of Composition I	4
	Total Prerequisite Units:	17
<b>Eligible for Entry into Nursing Clinical Sequence</b>		
<b>Semester I:</b>		
N 160*/**	Pharmacology for Nursing	3
N 165**	Lifecycle I: Fundamentals of Aging	1.5
N 170*	Nursing Process	3
N 170*#	Nursing Process Lab	4.5
N 171*	Mental Health Nursing	2
N 171*#	Mental Health Nursing Lab	1
	<b>Total Units for the Semester:</b>	15
<b>Semester II:</b>		
PSYC 1**	Introduction to Psychology	3
Or		
PSYC 1H**	Honors Introduction to Psychology	3
N 161**	Lifecycle 2: Growth and Development	1.5
N 172*	Medical-Surgical Nursing	3.5
N 172*#	Medical-Surgical Nursing Lab	5
	<b>Total Units for the Semester:</b>	13
<b>Semester III:</b>		
N 173*	Nursing Care of Children and Families	1.5
N 173*#	Nursing Care of Children and Families Lab	2
N 174*	Women's Health Nursing	1.5
N 174*#	Women's Health Nursing Lab	2
	<b>Total Units for the Semester:</b>	7
<b>Semester IV:</b>		
SP 1**	Communication Fundamentals	3
Or		
SP 1H**	Honors Communication Fundamentals	3
Or		
SP 5**	Interpersonal Communication	3
N 176*	Advanced Nursing	3
N 176*#	Advanced Nursing Lab	5
	<b>Total Units for the Semester:</b>	11
	<b>Total Units for the Major:</b>	63

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

\*\* Courses can be taken prior to entry into the program

\*\*\* Human Physiology must have been completed within the last 7 years

\*\*\*\* Freshman Composition 3-unit equivalent course will be accepted

# Clinical course.

Selected clinical experiences in various hospitals, clinics, and community agencies are provided throughout the Nursing Program.

#### Associate in Science Degree

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

#### General Education Requirements for Associate Degrees

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

## SADDLEBACK COLLEGE NEW AND REVISED PROGRAMS ACADEMIC YEAR 2019-2020

### Revised Registered Nursing

The Nursing Program at Saddleback College offers a curriculum that qualifies the graduate to take the National Council Licensure Examination for Registered Nurses (NCLEX-RN). The program provides graduates with the education necessary to become competent entry level registered nurses, to obtain employment in a variety of settings, and to provide quality patient centered care.

#### ENROLLMENT PROCEDURES

In order to apply, a student must complete BIO 11\* (Anatomy), BIO 12\* (Physiology), BIO 15\* (Microbiology), and ENG 1A\* (Principles of Composition 1) or their equivalents with a grade of "C" or better. BIO 12\* (Physiology) must have been completed within the past seven years. Every required prerequisite and core class must be completed with a "C" or better.

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### Registered Nurse Associate of Science Degree

The Nursing Program offers evidence based theory and clinical nursing courses that build upon a foundation of biological, psychological, and social sciences, as well as communication skills, and critical thinking, to prepare competent entry level professional registered nurses. The ADN Program focuses on a strong medical surgical foundation, and the application of nursing process across the lifespan in a variety of healthcare settings to deliver high quality health care. Leadership skills and lifelong learning are emphasized as the nurse takes on the role of the professional RN.

#### Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate sufficient preparation to pass the NCLEX upon first attempt.
- Promote and maintain a safe environment by integrating current evidence-based practice, the nursing process, and skill competency to deliver quality health care.
- Demonstrate the knowledge, skills, and attitudes required of the professional nurse as defined by the California Nurse Practice Act and standards of nursing practice.

Course ID	Title	Units
<b>Required prerequisites prior to Nursing Clinical Sequence:</b>		
BIO 11*	Human Anatomy	4
BIO 15*	General Microbiology	5
BIO 12*/***	Human Physiology	4
ENG 1A*/****	Principles of Composition I	4
Or		
ENG 1AH*/****	Honors Principles of Composition I	4
	Total Prerequisite Units:	17

#### Eligible for Entry into Nursing Clinical Sequence

##### Semester I:

N 160*/**	Pharmacology for Nursing	3
N 165**	Lifecycle I: Fundamentals of Aging	1.5
N 170*	Nursing Process	3
N 170*#	Nursing Process Lab	4.5
N 171*	Mental Health Nursing	2
N 171*#	Mental Health Nursing Lab	1
	Total Units for the Semester:	15

##### Semester II:

PSYC 1**	Introduction to Psychology	3
Or		
PSYC 1H **	Honors Introduction to Psychology	3
N 161**	Lifecycle 2: Growth and Development	1.5
N 172*	Medical-Surgical Nursing	3.5
N 172*#	Medical-Surgical Nursing Lab	5
	Total Units for the Semester:	13

##### Semester III:

N 173*	Nursing Care of Children and Families	1.5
N 173*#	Nursing Care of Children and Families Lab	2
N 174*	Women's Health Nursing	1.5
N 174*#	Women's Health Nursing Lab	2
	Total Units for the Semester:	7

##### Semester IV:

<b>COMM 1*/**</b>	Communication Fundamentals	3
Or		
<b>COMM 1H*/**</b>	Honors Communication Fundamentals	3
Or		
<b>COMM 5**</b>	Interpersonal Communication	3
N 176*	Advanced Nursing	3
N 176*#	Advanced Nursing Lab	5
	Total Units for the Semester:	11
	Total Units for the Major:	63

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

\*\* Courses can be taken prior to entry into the program

\*\*\* Human Physiology must have been completed within the last 7 years

\*\*\*\* Freshman Composition 3-unit equivalent course will be accepted  
# Clinical course.

Selected clinical experiences in various hospitals, clinics, and community agencies are provided throughout the Nursing Program.

#### Associate of Science Degree

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

#### General Education Requirements for Associate Degrees

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

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**New**  
**Pre-Vocational Skills**  
**Certificate of Completion**

The Pre-Vocational Skills Certificate of Completion is designed for students to demonstrate basic pre-vocational and life skill attainment. The goal of this certificate is to build independent living skills, community awareness, social skills, and general vocational skills so that students can successfully identify life and vocational goals and apply the necessary skills to work and live more independently. Emphasis will focus on basic social skills, community awareness, and relevant vocational skills. Courses may be offered days, evenings and weekends during fall, spring and summer. There are no enrollment limitations or prerequisites for these courses.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Identify or safely utilize community mobility and transportation options.
- Advocate for personal needs and rights.
- Identify community regulations and emergency numbers/procedures.
- Identify basic workplace skills, including communication and safety skills.
- Identify procedures involved in finding, applying and interviewing for a job.
- Identify procedures for responding to independent living challenges.
- Utilize technological tools necessary for workplace and community challenges.

<b><u>Course ID</u></b>	<b><u>Title</u></b>	<b><u>Hours</u></b>
AEWD 771T	Mobility Skills	149.4
AEWD 772T	Independent Living Skills	149.4
AEWD 773T	Job Skills	149.4
AEWD 774T	Self Advocacy Skills	49.8
AEWD 775T	Computer Skills Lab	16.6
Total Hours for the Certificate:		514.60

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**New**  
**Professional Development for**  
**Preschool/TK Educator**  
**Certificate of Achievement**

This certificate provides professional development for teachers of children 3-6 in a variety of settings including state preschool, Head Start, and transitional kindergarten. It meets the needs of transitional kindergarten teachers who are required to have 24 units of child development or early childhood education in addition to their bachelor's degree and multiple subjects teaching credential (ED Code 48000). In-depth study of the learning and developmental needs of children ages 3-6, the California Preschool Frameworks and Foundations, exploration of various classroom management and observation and assessment techniques are addressed. The content, resources, and methodology are relevant as professional development for any California Child Development Permit holder, preschool, transitional kindergarten, or kindergarten teacher.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use reflective practice, observations, and understanding of developmental needs of children ages 3-6 to plan individualized and differentiated instruction.
- Apply their understanding of the California Preschool Foundations and Frameworks to plan integrated curriculum.
- Evaluate culturally and linguistically responsive practices that include the families of the children in the classroom.

<b><u>Course ID</u></b>	<b><u>Title</u></b>	<b><u>Units</u></b>
CDE 124*	Preschool and Early Primary Child Development	3
CDE 120*	Observation and Assessment	3
CDE 261*	Challenging Behaviors	3
CDE 251	CA Preschool Foundations & Frameworks- Language, Literacy	1
CDE 253	CA Preschool Foundations & Frameworks - Math	1
CDE 250	CA Preschool Foundations & Frameworks - Social and Emotional	1
CDE 252	CA Preschool Foundations & Frameworks - English Language Dev	1
CDE 256	CA Preschool Foundations & Frameworks - Physical Development	1
CDE 257	A Preschool Foundations & Frameworks - Health	1
CDE 254	CA Preschool Foundations & Frameworks - Visual Arts	1
CDE 255	CA Preschool Foundations & Frameworks - Performing Arts	1
CDE 259	CA Preschool Foundations and Frameworks - Science	1
CDE 258	CA Preschool Foundation & Frameworks - History-Soc Science	1
CDE 263*	Reflective Practice for Early Childhood Educators	2
	Restricted Electives	3
	<b>Total Units for the Certificate</b>	<b>24</b>
<b>Restricted Electives – Choose one (3 Units)</b>		
CDE 117*	Teaching in a Diverse Society	3
CDE 140*	Curriculum and Strategies for Children With Special Needs	3

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

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**New**  
**Web and Mobile Developer Bootcamp**  
**Certificate of Completion**

The Web and Mobile Developer Bootcamp Certificate provides students with a tuition-free option to pursue an entry-level career in the very fast-growing web and mobile development area. The courses cover basic web development skills of database, SQL, JavaScript/jQuery, Adobe, web page IDEs, WordPress, HTML, Bootstrap, CSS, responsive design, and prepare individuals for entry-level IT positions. The Web and Mobile Developer Bootcamp Certificate serves as a direct gateway to multiple CIM web design, webmaster, and other IT related credit certificates. The certificate is geared to individuals looking to build skills, recently out of work IT professionals, individuals unable to afford boot camp bills, or any students looking to enhance a college degree with important 21<sup>st</sup>-century skills. Students who complete this certificate are also well prepared to pursue IT and Computer Science related majors.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Implement basic database SQL language fundamentals consisting of single table queries, sorting and updating data.
- Analyze database indexes, triggers, and constraints. Construct a website using Adobe Dreamweaver that contains links, HTML tags, CSS code, JavaScript, video, sound, graphics, Microsoft Word integration, tables, forms, object tag, page layout, fonts, colors and frames. This website will have RWD design features thereby supporting both desktop computers and mobile devices.
- Compose basic web and mobile programs including data types, control structures, functions, operators and events.

<b><u>Course ID</u></b>	<b><u>Title</u></b>	<b><u>Hours</u></b>
CIS 405	Workforce Preparation Database SQL	
	Zero Unit	83
CIS 415	Creating Web Pages using ADOBE, HTML,	
	CSS and other Tools	83
CIS 460	Workforce Prep Web Development	
	Introduction Programming	83
	Total Hours for the Certificate:	249

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**New**  
**Work Place Skills**  
**Certificate of Completion**

The Work Place Skills Certificate of Completion is designed for students who have demonstrated basic independent living skills and community, who are actively employed or actively seeking employment or internship opportunities (paid or unpaid). The goal of this level is to build vocational skills so that students can further vocational and independent living opportunities as well as sustain existing opportunities. Emphasis will focus on workplace (and community) safety, personal finance, problem solving, and effective communication in the workplace.

Courses may be offered days, evenings and weekends during fall, spring and summer. There are no enrollment limitations or prerequisites for these courses. Students who earn the Work Place Skills Certificate of Completion may be prepared to sustain employment and/or further vocational opportunities.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Identify effective means of communication with supervisors.
- Identify effective means of communication with co-workers.
- Identify community regulations and emergency numbers/procedures.
- Identify basic workplace skills, including communication and safety skills.
- Utilize effective problem-solving skills typical to work place environments.
- Demonstrate ability to create a budget based on identify needs as well as means.

<b><u>Course ID</u></b>	<b><u>Title</u></b>	<b><u>Hours</u></b>
AEWD 781T	Personal Safety	49.8
AEWD 782T	Personal Budgeting and Banking	49.8
AEWD 783T	Communication in the Workplace	49.8
AEWD 784T	Critical Thinking Skills	49.8
	Total Hours for the Certificate:	199.20

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current**

**Associate in Arts in Elementary Teacher Education for Transfer Degree**

Upon completion of the Associate in Arts in Elementary Teacher Education for Transfer degree, students will have a strong foundation in introductory content area subject matter requirements for teaching at the elementary school level. Students will also have the opportunity to participate in supervised fieldwork in K-12 settings. Students who complete the Associate in Arts Degree in Elementary Teacher Education for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate introductory subject matter competency for the Multiple Subject California Subject Examination for Teachers (CSET).
- Compare and contrast teaching strategies and approaches appropriate to students of diverse needs, abilities, and backgrounds.
- Discuss the historical influences and current trends in education.

**Graduation Requirements**

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

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

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
<b>Required Core</b>		
CDE 90*	Intro to Elementary Education	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
BIO 20	Introduction to Biology	4
CHEM 3*	Fundamental Chemistry	4
PHYS 20	The Ideas and Events of Physics	4
GEOL 20	Introduction to Earth Science	4
MATH 14*	Mathematics for Elementary School Teachers	5
<b>SP-1</b>	Communication Fundamentals	3
Or		
<b>SP-1H</b>	Honors Communication Fundamentals	3

**Revised**

**Associate in Arts in Elementary Teacher Education for Transfer Degree**

Upon completion of the Associate in Arts in Elementary Teacher Education for Transfer degree, students will have a strong foundation in introductory content area subject matter requirements for teaching at the elementary school level. Students will also have the opportunity to participate in supervised fieldwork in K-12 settings. Students who complete the Associate in Arts Degree in Elementary Teacher Education for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate introductory subject matter competency for the Multiple Subject California Subject Examination for Teachers (CSET).
- Compare and contrast teaching strategies and approaches appropriate to students of diverse needs, abilities, and backgrounds.
- Discuss the historical influences and current trends in education.

**Graduation Requirements**

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

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

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
<b>Required Core</b>		
CDE 90*	Intro to Elementary Education	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
BIO 20	Introduction to Biology	4
CHEM 3*	Fundamental Chemistry	4
PHYS 20	The Ideas and Events of Physics	4
GEOL 20	Introduction to Earth Science	4
MATH 14*	Mathematics for Elementary School Teachers	5
<b>COMM 1*</b>	Communication Fundamentals	3
Or		
<b>COMM 1H*</b>	Honors Communication Fundamentals	3

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
ENG 25*	Introduction to Literature	3
GEOG 3	World Regional Geography	3
HIST 4	World History to 1500	3
HIST 16	History of the United States to 1876	3
PS 1	American Government	3
Or		
PS 1H	Honors American Government	3

**Group A: Select one**

ENG 1B*	Principles of Composition II	3
Or		
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3

**Group B: Select one**

ARTH 20	Art Appreciation	3
MUS 20	Music Appreciation	3
TA 20	Theatre Appreciation	3
<b>Total Units for the Major:</b>		<b>51</b>

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

ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
ENG 25*	Introduction to Literature	3
GEOG 3	World Regional Geography	3
HIST 4	World History to 1500	3
HIST 16	History of the United States to 1876	3
PS 1	American Government	3
Or		
PS 1H	Honors American Government	3

**Group A: Select one**

ENG 1B*	Principles of Composition II	3
Or		
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3

**Group B: Select one**

ARTH 20	Art Appreciation	3
MUS 20	Music Appreciation	3
TA 20	Theatre Appreciation	3
<b>Total Units for the Major:</b>		<b>51</b>

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



SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current**  
**Associate in Arts in Journalism for Transfer**  
**Degree**

Upon completion of the Associate in Arts in Journalism for Transfer degree, students will have a strong foundation in reporting and producing news content, as well as an understanding of the media industry, First Amendment, and professional standards. Students will also have the opportunity to gain practical experience producing multi-dimensional content for student news publications and emerging platforms. Students who earn an associate degree this degree transfer as Journalism majors or into other related majors such as Communications, Broadcast and Electronic Communication Arts, Media Studies, Integrated Media, English, Advertising, Radio & Television, Broadcasting, and Visual Studies.

Jobs earned with journalism writing and media skills range from reporting for newspapers and magazines to online contributors, book editing, broadcast for news stations, producing content for radio, copyediting, grant writing, graphic and page designing, photography, research analysts, social media manager, technical writing, web managing, and public relations, which is the most common career path for most journalism majors.

Students who complete the Associate in Arts in Journalism for Transfer degree will receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate a range of skills necessary for work as photographers, video journalists, designers, etc. in editorial departments of news organizations, magazines, industrial in-house publications, emerging businesses in media and related industries.
- Demonstrate an understanding of the First Amendment, media history and current trends in the industry.
- Demonstrate an understanding of professional standards, ethics and media law.
- Demonstrate practical skills and understanding of convergence, multimedia, emerging technology and innovation in journalism and the media industry.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
<b>Required Courses</b>		
JRN 1	Mass Media and Society	3
Or		
CTVR 1	Mass Media and Society	3
JRN 2*	News Writing	3
JRN 107*	News Media Production and Investigative Reporting	4
Or		
JRN 111*	News Media Production and Editing	4
Or		
JRN 112*	News Media Production, Blogging and Social Media	4

**Group A: Select one of the following courses**

JRN 106*	Video Journalism	3
JRN 109*	News Media Production and Data Reporting	4

**Group B: Select two of the following courses**

MATH 10*	Introduction to Statistics	3
Or		
PSYC 44*	Statistics for the Behavioral Sciences	3
ECON 4*	Principles (Micro)	3
Or		

**Revised**  
**Associate in Arts in Journalism for Transfer**  
**Degree**

Upon completion of the Associate in Arts in Journalism for Transfer degree, students will have a strong foundation in reporting and producing news content, as well as an understanding of the media industry, First Amendment, and professional standards. Students will also have the opportunity to gain practical experience producing multi-dimensional content for student news publications and emerging platforms. Students who earn an associate degree this degree transfer as Journalism majors or into other related majors such as Communications, Broadcast and Electronic Communication Arts, Media Studies, Integrated Media, English, Advertising, Radio & Television, Broadcasting, and Visual Studies.

Jobs earned with journalism writing and media skills range from reporting for newspapers and magazines to online contributors, book editing, broadcast for news stations, producing content for radio, copyediting, grant writing, graphic and page designing, photography, research analysts, social media manager, technical writing, web managing, and public relations, which is the most common career path for most journalism majors.

Students who complete the Associate in Arts in Journalism for Transfer degree will receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate a range of skills necessary for work as photographers, video journalists, designers, etc. in editorial departments of news organizations, magazines, industrial in-house publications, emerging businesses in media and related industries.
- Demonstrate an understanding of the First Amendment, media history and current trends in the industry.
- Demonstrate an understanding of professional standards, ethics and media law.
- Demonstrate practical skills and understanding of convergence, multimedia, emerging technology and innovation in journalism and the media industry

**Graduation Requirements**

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

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

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
<b>Required Courses</b>		
JRN 1	Mass Media and Society	3
Or		
CTVR 1	Mass Media and Society	3
JRN 2*	News Writing	3

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

[illegible]

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

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

PHOT 25	History of Photography	3
SL 1*	American Sign Language I	4
SPAN 1*	Elementary Spanish	5
Or		
SPAN 1H*	Honors Elementary Spanish	5
<b>COMM 1</b>	Communication Fundamentals	3
<u>Or</u>		
<b>COMM 1H</b>	<b>Honors Communication Fundamentals</b>	<b>3</b>
WS 10	Introduction to Women's Studies	3
Or		
WS 10H	Honors intro to Women's Studies	3
<b>Total Units for the Major:</b>		19-24

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

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current  
Liberal Studies  
Associate of Arts**

The curriculum in the Liberal Studies Associate Degree program is designed for students transferring to a four-year college or university intending to pursue a Liberal Studies Major.

Students planning to transfer to California State University (CSU), the University of California (UC), or an institution that 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).

**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.

**Required Courses**

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
<b>SP-1</b>	Communication Fundamentals	3
Or		
<b>SP-1H</b>	Honors Communication Fundamentals	3
Or		
<b>SP-5</b>	Interpersonal Communication	3
PS 1	American Government	3
Or		
PS 1H	Honors American Government	3

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

ENG 1B*	Principles of Composition II	3
Or		
ENG 1BH*	Honors Principles of Composition II	3
Or		
ENG 70*	Reasoning and College Reading	3
Or		
PHIL 12*	Introduction to Logic	3
Or		
<b>SP-2*</b>	Persuasion 3	
Or		
<b>SP-3*</b>	Argumentation and Debate	3

**Group B: Select one of the following courses (3 Units)**

HIST 16	History of the United States to 1876	3
Or		
HIST 17	History of the United States since 1876	3
Or		
HIST 22	Survey of United States History	3

**Revised  
Liberal Studies  
Associate of Arts**

The curriculum in the Liberal Studies Associate Degree program is designed for students transferring to a four-year college or university intending to pursue a Liberal Studies major.

Students planning to transfer to California State University (CSU), the University of California (UC), or an institution that 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).

**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.

**Required Core:**

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
<b>COMM 1*</b>	Communication Fundamentals	3
Or		
<b>COMM 1H*</b>	Honors Communication Fundamentals	3
Or		
<b>COMM 5</b>	Interpersonal Communication	3
PS 1	American Government	3
Or		
PS 1H	Honors American Government	3

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

ENG 1B*	Principles of Composition II	3
Or		
ENG 1BH*	Honors Principles of Composition II	3
Or		
ENG 70*	Reasoning and College Reading	3
Or		
PHIL 12*	Introduction to Logic	3
Or		
<b>COMM 2*</b>	Persuasion 3	
Or		
<b>COMM 3*</b>	Argumentation and Debate	3

**Group B: Select one of the following courses (3 Units)**

HIST 16	History of the United States to 1876	3
Or		
HIST 17	History of the United States since 1876	3
Or		
HIST 22	Survey of United States History	3

SADDLEBACK COLLEGE  
NEW AND REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Group C: Select one of the following courses (3-5 Units)**

MATH 2*	Pre-Calculus Mathematics	5
Or		
MATH 3A*	Analytic Geometry and Calculus	5
Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
Or		
MATH 3B*	Analytic Geometry and Calculus	5
Or		
MATH 3C*	Analytic Geometry and Calculus	5
Or		
MATH 7*	College Algebra	5
Or		
MATH 8*	College Algebra for Brief Calculus	5
Or		
MATH 10*	Introduction to Statistics	3
Or		
MATH 11*	A Brief Course in Calculus	5
Or		
MATH 14*	Mathematics for Elementary School Teachers	5
Or		
MATH 24*	Elementary Differential Equations	4
Or		
MATH 26*	Introduction to Linear Algebra	4
Or		
MATH 103*	Mathematical Ideas	3
Or		
MATH 124*	Trigonometry	3
Or		
PSYC 44*	Statistics for the Behavioral Sciences	3
Total Units for the Major:		19-21

\*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 an 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.

**Group C: Select one of the following courses (3-5 Units)**

MATH 2*	Pre-Calculus Mathematics	5
Or		
MATH 3A*	Analytic Geometry and Calculus	5
Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
Or		
MATH 3B*	Analytic Geometry and Calculus	5
Or		
MATH 3C*	Analytic Geometry and Calculus	5
Or		
MATH 7*	College Algebra	5
Or		
MATH 8*	College Algebra for Brief Calculus	5
Or		
MATH 10*	Introduction to Statistics	3
Or		
MATH 11*	A Brief Course in Calculus	5
Or		
MATH 14*	Mathematics for Elementary School Teachers	5
Or		
MATH 24*	Elementary Differential Equations	4
Or		
MATH 26*	Introduction to Linear Algebra	4
Or		
MATH 103*	Mathematical Ideas	3
Or		
MATH 124*	Trigonometry	3
Or		
PSYC 44*	Statistics for the Behavioral Sciences	3
Total Units for the Major:		19-21

\*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 an 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.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College Educational Services Agreement for Community Education Before and After School Experience, Amendment No. 01, wikiTHINK

**ACTION:** Approval

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### **BACKGROUND**

For the past five years, Saddleback College Community Education has contracted with Capistrano Unified School District (CUSD) to provide coordination of Summer, Before and After School Experience programs at every school location.

On June 26, 2018, SOCCCD, on behalf of Saddleback College, entered into an Educational Services Agreement with wikiTHINK (EXHIBIT B) in providing Community Education classes at CUSD locations. The term of this agreement is from July 1, 2018 to June 30, 2020 for a total cost of \$6,500 per year.

In the previous academic year, similar agreements were approved in the fall and spring semesters, respectively, with wikiTHINK payments totaling \$53,512.10 for 2017-2018.

### **STATUS**

The total estimated contract value is to be increased from \$6,500 per fiscal year to an amount not to exceed \$55,000 per year, for a two-year total of \$110,000, under the same terms and conditions of the original agreement (EXHIBIT A), to support the program needs and align with previous year spending.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Amendment No. 01 with wikiTHINK to provide Community Education programs for a total amount not to exceed \$110,000 for services provided from July 1, 2018 through June 30, 2020.



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

**THIS AMENDMENT** shall modify the original agreement dated June 26, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and wikiTHINK hereinafter referred to as "CONTRACTOR".

**WHEREAS**, Article 4 of the original agreement provides that the estimated contract value of \$6,500 per fiscal year (2018-2019 and 2019-2020); and

**NOW, THEREFORE**, the Parties agree as follows:

1. The total estimated contract value has been amended from \$6,500 to a not to exceed amount of \$55,000 per fiscal year (two year total of \$110,000) under the same terms and conditions of the original Agreement.

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

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

wikiTHINK

BY:

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

Print Name: Marsha Bardwell

Print Title: President

Date:

Email & Phone: [mjbardwell@gmail.com](mailto:mjbardwell@gmail.com); 949-813-7912

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

BY:

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

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

Date:

Email & Phone: (949)582-4664



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
COMMUNITY EDUCATION  
EDUCATIONAL SERVICES AGREEMENT

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

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

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

NOW THEREFORE the Parties agree as follows:

1. **Scope of Service.** CONTRACTOR shall provide the educational services for the community education classes more particularly described as: Math tutoring and similar programs for College for Kids at Saddleback College, Before and After School Programs at various CUSD sites and/or Saddleback College Adult Community Education. See Attachment A.  
Contractor to teach at the following location(s): [Enter teaching site location name(s)]
2. **Term.** The CONTRACTOR shall commence providing services under this Agreement on or about 7/1/2018 and be completed on or about 6/30/2020.
3. **Fees.** The CONTRACTOR agrees to pay an upfront nonrefundable Administrative Fee of \$n/a, and a Facility Use fee of \$n/a.
4. **Payment.** District agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this Agreement an estimated contract value of \$6,500 per fiscal year. See attachment for breakdown of costs, if applicable. (CFK & SC AdultEd: 50% of Net + Materials Fees and CUSD: 60% of Net + Materials Fees)
  - A. DISTRICT to provide CONTRACTOR with the total number of students who completed course(s) within 14 business days of end date of service.
  - B. Within 45 days of end date of service, CONTRACTOR will provide DISTRICT with an invoice reflecting the final amount due. Payment for the total amount due to CONTRACTOR will be made within 60 days of invoice date.
5. The CONTRACTOR shall assume all other expenses incurred in connection with the performance of this Agreement; and the DISTRICT shall not be responsible for payment of any other expenses.
6. **Independent Contractor.** While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the CONTRACTOR is not an officer, agent, or employee of the DISTRICT and is not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. CONTRACTOR will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.
7. **Subcontractors.** Neither Party shall assign this Agreement nor any part thereof without the written consent of the other Party.
8. **Indemnification and Hold Harmless.**



- a. **Indemnification and Hold Harmless by Contractor.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising from Contractor's occupation and use of the Property (collectively, "Claims") specifically including, without limitation, any Claims arising by reason of:

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

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

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

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

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

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

10. CONTRACTOR shall provide supervision in accordance with DISTRICT policies of all persons associated with CONTRACTOR during CONTRACTOR's use of the facility (ies). CONTRACTOR agrees that every minor child that attends a class unaccompanied by a parent shall have a medical release for hospital treatment by a physician or medical professional signed by one or both of the child's parents or legal guardians which will allow for treatment should accident or injury occur on DISTRICT's property during the class date(s) and time(s). Such release shall be in the possession of the CONTRACTOR prior to the start date and will be made available to DISTRICT upon request. In the event that DISTRICT is unable to carry out the contract, after written notice by DISTRICT, CONTRACTOR shall be responsible for the immediate evacuation of all CONTRACTOR representatives and students attending class.
11. **Termination.** The DISTRICT may at any time, with or without cause, terminate this Agreement and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services CONTRACTOR. Notice shall be

deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

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

District: South Orange County Community College District  
Executive Director, Business Services  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
PJerome@socccd.edu

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

Contractor: wikiTHINK  
Marshaa Bardwell/Richard Glick  
29055 Ridgeview Drive  
Laguna Niguel, CA 92677

mjbardwell@gmail.com; rmglick@cox.net

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

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

CONTRACTOR

BY:

Marsha Bardwell  
Signature of Authorized Representative

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

Priya Jerome  
Signature of Authorized Representative

Print Name: MARSHA BARDWELL

Print Name: Priya Jerome

Print Title: PRESIDENT WIKITHINK

Print Title: Executive Director, Procurement & Risk Mgmt

Email & Phone: mjbardwell@gmail.com; (949) 813-7912  
rmglick@cox.net

Email & Phone: PJerome@socccd.edu

Date: 6/13/2018

Date: 6/26/18

Initiating Department: Community Education, Emeritus Institute, & K-12 Partnerships

Contact Name: Jessica Moon

Contact Phone & Email: (949) 348-6154; jmoon40@saddleback.edu

Attachment A

Instructor Last Name	Class Name
wikITHINK	Math Tutoring By Experienced Math Teachers

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  EXCELSURE INSURANCE SERVICES/PHS 186626 P:(866) 467-8730 F:(888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b> (866) 467-8730	<b>FAX (A/C, No):</b> (888) 443-6112	
	<b>E-MAIL ADDRESS:</b>		
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b>  MARSHA BARDWELL & RICHARD GLICK 29055 RIDGEVIEW DR LAGUNA NIGUEL CA 92677	<b>INSURER A:</b> Sentinel Ins Co LTD		<b>NAIC#</b> 11000
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	COMMERCIAL GENERAL LIABILITY			72 SBM AN0495	09/20/2017	09/20/2018	EACH OCCURRENCE	\$1,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	
	<input checked="" type="checkbox"/> General Liab	X					MED EXP (Any one person)	\$10,000	
							PERSONAL & ADV INJURY	\$1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$2,000,000	
	OTHER:							\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$
<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$				
					\$				
	UMBRELLA LIAB						EACH OCCURRENCE	\$	
	EXCESS LIAB						AGGREGATE	\$	
	DED							\$	
	RETENTION \$							\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Please see the attached Acord 101 form for additional remarks.

**CERTIFICATE HOLDER**

South Orange County Community  
c/o Saddleback College Community  
Education  
28000 MARGUERITE PKWY  
MISSION VIEJO, CA 92692

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*For Tailor*

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> EXCELSURE INSURANCE SERVICES/PHS		<b>NAMED INSURED</b>	
<b>POLICY NUMBER</b> SEE ACORD 25		MARSHA BARDWELL & RICHARD GLICK 29055 RIDGEVIEW DR LAGUNA NIGUEL CA 92677	
<b>CARRIER</b> SEE ACORD 25	<b>NAIC CODE</b>	<b>EFFECTIVE DATE:</b> SEE ACORD 25	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The South Orange County Community College District, its Board of Trustees, Employees, Agents, and Volunteers are Named as Additional Insureds per the Business Liability Coverage Form SS0008 attached to this policy. Coverage is primary and noncontributory per the Business Liability Coverage Form SS0008, attached to this policy. Notice of Cancellation will be provided in accordance with Form SS1223, attached to this policy.



Select Customer Insurance Center

3600 WISEMAN BLVD.

SAN ANTONIO TX 78251

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730

SERVICE.TX@THEHARTFORD.COM

**INSURANCE ENDORSEMENT  
ATTACHED**

**\*\*\* PLEASE REVIEW THE CHANGE \*\*\***

Enclosed is an endorsement for your business insurance policy. Please review it at your convenience. If you have questions or need to make further changes:

Policyholder, please call us at: (866) 467-8730

Agent, please call us at: (866) 467-8730 between 7 A.M. and 7 P.M. CST .

The premium billing will be mailed to you separately. You can expect to receive it soon.

Thank you for allowing us to service your business needs.

EXCELSURE INSURANCE SERVICES/PHS

THE HARTFORD SELECT CUSTOMER INSURANCE CENTER



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)**

This policy is subject to the following additional Conditions:

- A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.
- B. If this policy is cancelled by the company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **POLICY CHANGE**

This endorsement changes the policy effective on the Inception Date of the policy unless another date is indicated below:

**Policy Number:** 72 SBM AN0495 DX

**Named Insured and Mailing Address;** MARSHA BARDWELL & RICHARD GLICK

29055 RIDGEVIEW DR  
LAGUNA NIGUEL CA 92677

**Policy Change Effective Date:** 09/20/17

**Effective hour is the same as stated in the  
Declarations Page of the Policy.**

**Policy Change Number:** 001

**Agent Name:** EXCELSURE INSURANCE SERVICES/PHS

**Code:** 186626

### **POLICY CHANGES:**

SENTINEL INSURANCE COMPANY, LIMITED

ANY CHANGES IN YOUR PREMIUM WILL BE REFLECTED IN YOUR NEXT BILLING  
STATEMENT. IF YOU ARE ENROLLED IN REPETITIVE EFT DRAWS FROM YOUR BANK  
ACCOUNT, CHANGES IN PREMIUM WILL CHANGE FUTURE DRAW AMOUNTS.

THIS IS NOT A BILL.

NO PREMIUM DUE AS OF POLICY CHANGE EFFECTIVE DATE

BUSINESS LIABILITY OPTIONAL COVERAGES ARE REVISED

ADDITIONAL INSURED(S) ARE ADDED

THE FOLLOWING ARE ADDITIONAL INSURED FOR BUSINESS LIABILITY COVERAGE IN  
THIS POLICY.

LOCATION 001 BUILDING 001

PERSON/ORGANIZATION: SEE FORM IH 12 00

PRO RATA FACTOR: 1.000

THIS ENDORSEMENT DOES NOT CHANGE THE POLICY EXCEPT AS SHOWN.

## **POLICY CHANGE (Continued)**

**Policy Number:** 72 SBM AN0495

**Policy Change Number:** 001

FORM NUMBERS OF ENDORSEMENTS ADDED AT ENDORSEMENT ISSUE:  
SS 12 23 06 11

IH12001185 ADDITIONAL INSURED - PERSON-ORGANIZATION

POLICY NUMBER: 72 SBM AN0495



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

ADDITIONAL INSURED - PERSON-ORGANIZATION

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
C/O SADDLEBACK COLLEGE COMMUNITY  
28000 MARGUERITE PARKWAY  
MISSION VIEJO, CA 92692

**TO:** Board of Trustees

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

**RE:** |SOCCCD: Saddleback College Educational Services Agreement for  
Community Education, Amendment No. 01, Good Times Travel|

**ACTION:** Approval

---

### **BACKGROUND**

Saddleback College Community Education is known for offering high-quality, short-term, not-for-credit and fee-based single and multi-day travel trips for the community.

On June 22, 2018, SOCCCD, on behalf of Saddleback College entered into an Educational Services Agreement with Good Times Travel (EXHIBIT B). The terms of this agreement covers the period of July 1, 2018 to June 30, 2019, at a total cost of \$45,000.

In the previous academic year, similar agreements were approved in the fall and spring semesters, respectively, with Good Times Travel for payments totaling \$149,406 over the entirety of the FY 2017-2018.

### **STATUS**

The total estimated contract value is to be increased from \$45,000 to an amount not to exceed \$160,000 for FY 2018-2019 (EXHIBIT A) under the same terms and conditions of the original agreement to support the program needs and align with previous year spending.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Amendment No. 01 with Good Times Travel to provide Community Education programs at an amount not to exceed \$160,000 for services provided from July 1, 2018 through June 30, 2019.



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

**THIS AMENDMENT** shall modify the original agreement dated June 22, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Good Times Travel hereinafter referred to as "CONTRACTOR".

**WHEREAS**, Article 4 of the original agreement provides that the total estimated contract value of \$45,000; and

**NOW, THEREFORE**, the Parties agree as follows:

1. The total estimated contract value has been amended from \$45,000 to a not to exceed amount of \$160,000 under the same terms and conditions of the original Agreement.

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

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

Good Times Travel

BY:

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

Print Name: Dustin Teichman

Print Title: President

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

Email & Phone: [dteichman@goodtimestravel.com](mailto:dteichman@goodtimestravel.com); 714-848-1255

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

BY:

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

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

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

Email & Phone: (949)582-4664



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**COMMUNITY EDUCATION**  
**EDUCATIONAL SERVICES AGREEMENT**

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

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

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

NOW THEREFORE the Parties agree as follows:

1. **Scope of Service.** CONTRACTOR shall provide the educational services for the community education classes more particularly described as: Saddleback Adult Community Education Travel (Single Travel Trips, Multi-day Travel Trips, and other Similar Programs). See Attachment A.
2. **Term.** The CONTRACTOR shall commence providing services under this Agreement on or about 7/1/2018 and be completed on or about 6/30/2019.
3. **Fees.** The CONTRACTOR agrees to pay an upfront nonrefundable Administrative Fee of \$n/a, and a Facility Use fee of \$n/a.
4. **Payment.** District agrees to pay the CONTRACTOR for services satisfactorily rendered pursuant to this Agreement an estimated contract value of \$45,000. (Payment to be calculated as # of Enrolled times Enrollment Fee less refunds, administrative and faculty fees if applicable, reprographic expense)
  - A. DISTRICT to provide CONTRACTOR with the total number of students who completed course(s) within 14 business days of end date of service.
  - B. Within 45 days of end date of service, CONTRACTOR will provide DISTRICT with an invoice reflecting the final amount due. Payment for the total amount due to CONTRACTOR will be made within 60 days of invoice date.
5. The CONTRACTOR shall assume all other expenses incurred in connection with the performance of this Agreement; and the DISTRICT shall not be responsible for payment of any other expenses.
6. **Independent Contractor.** While engaged in carrying out and complying with any of the terms and conditions of this Agreement, the CONTRACTOR is not an officer, agent, or employee of the DISTRICT and is not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this Agreement. CONTRACTOR will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.
7. **Subcontractors.** Neither Party shall assign this Agreement nor any part thereof without the written consent of the other Party.
8. **Indemnification and Hold Harmless.**
  - a. **Indemnification and Hold Harmless by Contractor.** To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or

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

- a. The death or injury of any person, including Contractor or any person who is an employee, guest, invitee, or agent of Contractor, or by reason of the damages to or destruction of any property, including property owned by Contractor or by any person who is an employee or agent of Contractor, from any cause whatsoever as a result of Contractor's operations while that person or property is on or about the Property or the College Site or in any way connected with the Property of the College Site.
- b. Contractor's failure to perform any provision of this Agreement or to comply with any requirement of law or any requirement imposed on Contractor by any duly authorized agency or political subdivision.

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

- b. Indemnification and Hold Harmless by District. To the fullest extent permitted by law, District shall defend, indemnify and hold Contractor, its officials, officers, employees, volunteers and agents free and harmless from any and all Claims in any manner arising out of, pertaining to, or incident to District's sole negligence, or willful misconduct of District or its officials, officers, volunteers or employees, including without limitation reasonable attorneys' fees and other related costs and expenses, except for liability resulting from the negligence or willful misconduct of Contractor or its officers or employees.
9. Insurance. CONTRACTOR agrees to maintain, in full force and effect, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per claim and minimum aggregate of Two Million Dollars (\$2,000,000); (iii) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (iv) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). CONTRACTOR to provide proof of insurance prior to start date.

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

10. CONTRACTOR shall provide supervision in accordance with DISTRICT policies of all persons associated with CONTRACTOR during CONTRACTOR's use of the facility (ies). CONTRACTOR agrees that every minor child that attends a class unaccompanied by a parent shall have a medical release for hospital treatment by a physician or medical professional signed by one or both of the child's parents or legal guardians which will allow for treatment should accident or injury occur on DISTRICT's property during the class date(s) and time(s). Such release shall be in the possession of the CONTRACTOR prior to the start date and will be made available to DISTRICT upon request. In the event that DISTRICT is unable to carry out the contract, after written notice by DISTRICT, CONTRACTOR shall be responsible for the immediate evacuation of all CONTRACTOR representatives and students attending class.
11. Termination. The DISTRICT may at any time, with or without cause, terminate this Agreement and compensate CONTRACTOR only for services satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of services CONTRACTOR. Notice shall be deemed given when received by the CONTRACTOR or no later than three days after the day of mailing, whichever is sooner.

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

District: South Orange County Community College District  
Executive Director, Business Services  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
PJerome@socccd.edu

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

Contractor: Good Times Travel  
Dustin Teichman  
17132 Magnolia Street  
Fountain Valley, CA 92708  
dteichman@goodtimestravel.com



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

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

**CONTRACTOR**

BY

Signature of Authorized Representative

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

Signature of Authorized Representative

**Print Name:** Dustin Teichman

**Print Name:**Priya Jerome

Print Title: Resident

Print Title: Executive Director, Procurement&amp; Risk Mgmt

**Email & Phone:** [dteichman@goodtimestravel.com](mailto:dteichman@goodtimestravel.com); 714-848-1255

**Email & Phone: PJerome@socccd.edu**

Date: 10/6/18

Date: 6/22/18

Initiating Department:

## Community Education, Emeritus Institute, & K-12 Partnerships

**Contact Name:**

**Jessica Moon**

**Contact Phone & Email:**

(949)348-6154: jmoon40@saddleback.edu

Instructor Last Name	Class Name
Good Times Travel	Hollywood Bowl: Patriotic Concert & Fireworks
Good Times Travel	Canadian Rockies And Calgary Stampede: Single Occupancy
Good Times Travel	Canadian Rockies And Calgary Stampede: Double Occupancy
Good Times Travel	Glaciers, Lakes & Lodges - Single Occupancy
Good Times Travel	Glaciers, Lakes & Lodges - Double Occupancy
Good Times Travel	National Parks Of The Dakotas - Single Occupancy
Good Times Travel	National Parks Of The Dakotas -Double Occupancy
Good Times Travel	Estates Of Fame And Fortune: Adamson House and Will Rogers' Ranch House With Malibu Country Mart
Good Times Travel	King Tut And The Mysteries Of Egypt: Treasures Of The Golden Pharaoh Exhibit
Good Times Travel	Big Bear Lake Escape: Lake Cruise And Included Lunch
Good Times Travel	Reagan Library And Museum: With Genghis Khan Exhibit
Good Times Travel	Santa Barbara Rail N Sail With Coast Starlight Train Ride And Coastal Cruise
Good Times Travel	Coronado Enchantment By Rail: Coastal Train Ride, Hotel Del Coronado, And Included Lunch
Good Times Travel	Anacapa Island Cruise With Channel Islands Visitor Center And Ventura Harbor Village
Good Times Travel	San Diego Sunset Luau
Good Times Travel	Santa Barbara Shopping By Rail With Coast Starlight Train Ride
Good Times Travel	Lotusland Estate And Gardens
Good Times Travel	Santa Barbara Shop 'Til You Drop
Good Times Travel	Yosemite, Mammoth, And The Sierra: Single Occupancy
Good Times Travel	Yosemite, Mammoth, And The Sierra: Double Occupancy
Good Times Travel	Central Coast Lighthouses, Redwoods & Rails: Single Occupancy
Good Times Travel	Central Coast Lighthouses, Redwoods & Rails: Double Occupancy
Good Times Travel	National Parks Of The Four Corners: Single Occupancy
Good Times Travel	National Parks Of The Four Corners: Double Occupancy
Good Times Travel	Yosemite, Sequoia, And Kings Canyon National Parks - Single Occupancy
Good Times Travel	Yosemite, Sequoia, And Kings Canyon National Parks - Double Occupancy
Good Times Travel	National Parks & Western Wonders: Single Occupancy
Good Times Travel	National Parks & Western Wonders: Double Occupancy
Good Times Travel	Yosemite Christmas": Single Occupancy"
Good Times Travel	Yosemite Christmas": Double Occupancy"
Good Times Travel	California Philharmonic Concert At Disney Concert Hall: Beethoven & Bernstein
Good Times Travel	West Side Story with Step-On Guide Curt & Included Italian Lunch
Good Times Travel	Haunted San Diego by Rail Ghost Tour with Step-On Guide & Old Town San Diego
Good Times Travel	L.A.'s Great Observatories Mount Wilson Observatory & Griffith Observatory with Included Boxed Lunch
Good Times Travel	Olive the Best: Olive, Wine & Cheese Festival & Graber Olive House
Good Times Travel	Celebrity Homes & Hangouts with Eataly Italian Marketplace
Good Times Travel	Beverly Hills Greystone Mansion
Good Times Travel	Murder Mystery Lunch - Murder at the Villa Terraza""
Good Times Travel	Homes for the Holidays - Pasadena Holiday Homes Tour
Good Times Travel	Solvang Danish Christmas
Good Times Travel	L.A. Master Chorale Festival of Carols: Walt Disney Concert Hall
Good Times Travel	Newport Harbor Lights Cruise: with Roger's Gardens and Included Harborside Dinner
Good Times Travel	Cachuma Lake Wildlife Cruise with Nature Center & Boxed Lunch Picnic
Good Times Travel	Brazilian, Books & the Broad

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

---

### **BACKGROUND**

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

### **STATUS**

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

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

### **RECOMMENDATION**

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

Out of State Student Travel  
October 29, 2018  
Board of Trustees Meeting

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

Course Name and Catalog Number	Trip Dates Inclusive, to/from	Location of travel	Course fee per student	Enrollment Capacity	College
Geography Field Studies: Western United States; Geog 102	6/7/19 to 6/15/19	Various locations in Nevada, Utah, Colorado, New Mexico, and Arizona	\$215	18	IVC

**TO:** Board of Trustees

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

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

**ACTION:** Approval

---

### **BACKGROUND**

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

### **STATUS**

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

### **RECOMMENDATION**

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

Item	Category	Quantity
3M Projectors	A/V	4
Audio Mixer	A/V	1
Epson Projectors	A/V	2
Mackie Mixer	A/V	1
Mitsubishi Projector	A/V	1
Nady Portable PA	A/V	1
NEC Projectors	A/V	2
Photosound Light Stand	A/V	1
Sharp TVs	A/V	3
Toshiba TV	A/V	1
TV Guardians	A/V	6
TV Monitoring Systems	A/V	2
Zenith Plasma TV	A/V	1
Addonic Hard Drive Cases	Accessories	2
Board Games	Accessories	1
Books & Manuals (Box)	Accessories	1
Cisco Webcam	Accessories	1
Computer Keyboards (Boxes)	Accessories	6
Computer Stands (Box)	Accessories	1
Degaussed Hard Drives (Boxes)	Accessories	3
ElectroVoice Speakers	Accessories	2
Fiber Cables (Box)	Accessories	1
Golf Cart Canopy	Accessories	2
Jabra Wireless Headsets	Accessories	1
Keyboards	Accessories	14
Keyboards/Mice/Speakers (Pallets)	Accessories	4
Media & Peripherals (Boxes)	Accessories	3
Miscellaneous Cables, Keyboards (Boxes)	Accessories	3
Miscellaneous Computer Parts (Box)	Accessories	1
Miscellaneous Office Supplies	Accessories	11
Monitor Stands	Accessories	6
Monitor Stands (Boxes)	Accessories	8
Monitor Stands (Pallets)	Accessories	6
Motorola Flip Phones	Accessories	2
Plantronics Headset	Accessories	1
Power Cords & Cables (Box)	Accessories	1
Quartet Easel	Accessories	1
Quickset Fluid Head	Accessories	1
Quickset Tripod Legs	Accessories	1
Quickset Tripod Wheels	Accessories	1
Software & Manuals (Boxes)	Accessories	3
SoundBlaster Computer Speakers	Accessories	2
Speaker Bar (Boxes)	Accessories	2
Swingline Electric 3 Hole Punch	Accessories	1
Swingline Electric Stapler	Accessories	1

Item	Category	Quantity
UPC Power Cables (Box)	Accessories	1
VGA Cables (Box)	Accessories	1
Kitchen Items	Appliance	8
Microwave Oven	Appliance	1
Refrigerators	Appliance	2
2007 Ford Crown Victoria Interceptors	Automobile	2
Apple Computers	Computer	59
Asus Computers	Computer	2
Dell Computers	Computer	155
Dell Tablets	Computer	5
HP Computers	Computer	688
Lenovo Computer	Computer	1
Motorola Tablet	Computer	1
MPC Computers	Computer	3
Chalk/White Boards	Equipment	2
Computer Racks	Equipment	4
Eye Wash Stations	Equipment	2
Laptop Cart	Equipment	1
Metal Furnace	Equipment	1
Sculpting Kiln	Equipment	1
Book Cases	Furniture	6
Chairs	Furniture	51
Desks	Furniture	19
File Cabinets	Furniture	15
Magazine Rack	Furniture	1
Podiums	Furniture	4
Sofa	Furniture	1
Tables	Furniture	7
2 Way Radios (Box)	Hardware	1
Cisco Phones/Switches/Routers	Hardware	103
Crestron Touch Panel	Hardware	1
Da-Lite Screens	Hardware	5
Data Switch Block	Hardware	1
Dell Docking Stations	Hardware	2
D-Link Router	Hardware	1
Hitachi Disk Drive	Hardware	1
Honeywell AirFilter	Hardware	1
HP Tape Backup	Hardware	1
IBM BladeCenter Modules	Hardware	2
Mic Stand Boom Arms	Hardware	7
Microphone Stands	Hardware	5
Netgear Ethernet Switches	Hardware	2
Netgear Router	Hardware	1
Nvidia Video Card	Hardware	1
PaloAlto Firewalls	Hardware	2

Item	Category	Quantity
Rack Brackets (Boxes)	Hardware	6
Universal Power Source	Hardware	23
VolksNet PortHub	Hardware	1
Bicycles	Lost & Found	2
Apple Monitor	Monitor	2
Dell Monitor	Monitor	402
Dell Monitors (Boxes)	Monitor	14
HP Monitor	Monitor	178
Samsung Monitor	Monitor	2
Smart Monitor	Monitor	4
Viewsonic Monitor	Monitor	68
Dell Printer	Print/Copy/Scan	1
Fujitsu/HP Scanners	Print/Copy/Scan	6
HP Printer	Print/Copy/Scan	16
NEAT Scanner	Print/Copy/Scan	1
Xerox Copier	Print/Copy/Scan	1



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

---

**BACKGROUND**

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

**STATUS**

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

**RECOMMENDATION**

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

## TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
CCLC Effective Trusteeship & Board Chair Workshops Sheraton Grand Sacramento, CA	1/25- 1/27/19	\$1,713.00	None	
CCLC Annual Legislative Conference Sheraton Grand Sacramento, CA	1/27- 1/28/19	\$1,460.00	None	Trustee Jemal Trustee Milchiker

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

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

Fri, Jan 25, 2019 to Sun, Jan 27, 2019

Sacramento Sheraton Grand

General Info

## General Info

It's not easy being an effective trustee or board chair. The League is pleased to offer a workshop for both trustees and board chairs to learn the duties expected of board members at California's Community Colleges. State leaders and experienced trustees will provide comprehensive information on the knowledge and skills necessary to be an effective trustee.

**The Effective Trusteeship and Board Chair Workshops are scheduled in conjunction with the Annual Legislative Conference, January 27-28, 2019. Separate registration is required. For more information visit: [www.ccleague.org/LC19](http://www.ccleague.org/LC19)**

## Who Should Attend

*All recently elected and appointed trustees should attend the Trusteeship Workshop.*

Continuing trustees, student trustees, and CEOs are also very welcome, and will gain much from the workshop.

Board presidents and vice presidents are encouraged to attend the orientation to trusteeship with their new trustees and participate in the Board Chair Workshop in the afternoon.

## Registration Rates

### Trustee Orientation Workshop - \$490

Registration fee includes all workshops and sessions, Saturday reception, dinner and Sunday breakfast, the 2019 Trustee Handbook and other publications.

### Board Chair Workshop - \$85

Registration fee includes refreshments, the League's Board Chair Handbook and other publications. The fee is required only if you are NOT attending the Effective Trusteeship Workshop.

## Guest Meals – Effective Trusteeship Workshop

- Saturday Reception \$65
- Saturday Dinner \$85
- Sunday Breakfast \$45

## Payment

Full payment by credit card is due at the time of registration. If you have any questions, please contact Sadie Brown at [sadie@ccleague.org](mailto:sadie@ccleague.org).

## Deadline to Register

Online registration will close on Friday, January 18th.

## Schedule-At-A-Glance

*This schedule is subject to change. Please check back for updates.*

**Friday, January 25**

11:00 a.m. – 6:00 p.m.	Registration Opens
1:00 p.m. – 2:45 p.m.	Introduction to the Brown Act
3:00 p.m. – 5:30 p.m.	Introduction to Roles & Responsibilities (NT)
3:00 p.m. – 5:30 p.m.	Ethics (CE)
3:00 p.m. – 5:30 p.m.	Diversity in Hiring (CE)
5:45 p.m. – 6:30 p.m.	Special Reception for New Trustees

**Saturday, January 26**

7:30 a.m. – 7:00 p.m.	Registration Opens
8:30 a.m. – 12:00 p.m.	Effective Trusteeship: <ul style="list-style-type: none"> <li>• Board's Role in Fiscal Policy, Student Measures, and Participatory Governance (NT)</li> <li>• Student Success Funding Formula, AB 705 Implementation, AB 19 (CE)</li> </ul>
1:45 p.m. – 3:30 p.m.	Accreditation (NT)
1:45 p.m. – 3:30 p.m.	Career Technical Education (CE)
3:45 p.m. – 5:00 p.m.	ABC's of Student Success (NT)
3:45 p.m. – 5:00 p.m.	How to Talk to Your Legislators (CE)
5:00 p.m. – 6:00 p.m.	Networking Reception
6:00 p.m. – 7:30 p.m.	Dinner with CCCT Board Members

**Sunday, January 27**

7:00 a.m.	Registration Open
7:30 a.m. – 8:15 a.m.	Breakfast General Session
8:15 a.m. – 10:15 a.m.	The Board/CEO Partnership: Making It Work

**Hotel**

All conference sessions will be held at the Sheraton Grand Hotel. A block of rooms has been reserved at the Sheraton at a rate of \$176 single or double, plus room tax. The special room rate is guaranteed only if reservations are made prior 5:00 p.m., Friday, January 4, 2019. Reservations made after that date are on a space available basis only.

**Sheraton Grand Hotel**

1230 J Street  
Sacramento, CA 95814  
(916) 447-1700

***NOTE: A reservations link to book your hotel room will be provided at the time of your registration.***

**Travel Information**

Please visit the Sacramento [Sheraton Grand Hotel's website](#) for driving directions, location, area recreation, and activities.

**Shuttle Service**

The hotel is a 15-minute drive from Sacramento International Airport. Airport Super Shuttle Service to the Sheraton Grand is \$13. [Use this link](#) to make your shuttle reservation. Shuttle service picks up outside the airport terminals.

**Parking**

Parking at the hotel is \$25 per day for self-parking and \$32 per day for valet parking for registered guests only.

Sun, Jan 27, 2019 to Mon, Jan 28, 2019

Sacramento Sheraton Grand

General Info

## General Info

The League's Annual Legislative Conference provides a unique experience to connect with higher education advocates and engage with members of the California State Legislature to discuss important policy issues. Attendees will discuss priority issues, hear best practices, and learn about strategies to successfully advocate for community colleges.

**The Annual Legislative Conference is scheduled in conjunction with the Effective Trusteeship and Board Chair Workshops, January 25-27, 2019. Separate registration is required. For more information visit: [www.ccleague.org/ETW19](http://www.ccleague.org/ETW19)**

## Registration Rates

### Full Conference - \$560

The full conference registration fee includes all workshops, sessions, and meals.

### Advocacy Team - \$455

To encourage advocacy among our colleges, we offer a discounted rate of \$455 per person for teams of five (5) or more. Examples of Advocacy Teams include a trustee, faculty member, administrator, classified member and a student from the same college OR any combination of participants from the same college. A separate registration form must be completed for each individual and should be purchased on the same day.

### Student/Large Advocacy Team - \$395

For students or teams of 15 or more, we offer a discounted rate of \$395 per person. To qualify, each team must be from the same college. A separate registration form must be completed for each individual and should be purchased on the same day.

### Sunday, Jan 27 (One-day registration) - \$350

This full-day registration fee includes all conference workshops, sessions, and meals on Sunday, January 27.

### Monday, Jan 28 (One-day registration) - \$330

This full-day registration fee includes all conference workshops, sessions, and meals on Monday, January 28.

## Guest Meals - Legislative Conference

- Sunday Luncheon - \$85
- Sunday Reception - \$75
- Monday Breakfast - \$60

## Payment

Full payment by credit card is due at the time of registration. If you have any questions, please contact Sadie Brown at [sadie@ccleague.org](mailto:sadie@ccleague.org).

**Deadline to Register**

Online registration will close on Friday, January 18th.

**Schedule-At-A-Glance**

*This schedule is subject to change. Please check back for updates.*

**Saturday, January 26, 2019**

11:00 a.m. – 1:00 p.m. Advisory Committee on Legislation

1:00 p.m.- 5:00 p.m. CEOCCC/CCCT Board Meeting

**Sunday, January 27, 2019**

8:00 a.m. - 10:00 p.m. League Board Meeting

10:30 a.m. - 11:30 a.m. Breakout Sessions

11:45 p.m. - 1:15 p.m. Opening Lunch Keynote

1:30 p.m. - 2:30 p.m. Breakout Sessions

2:45 p.m. - 3:45 p.m. Budget Discussion

4:00 p.m. - 5:00 p.m. Briefing Sessions

5:00 p.m. - 6:00 p.m. Association Meetings

5:30 p.m. - 7:30 p.m. Reception

**Monday, January 28, 2019**

7:30 a.m. Breakfast Opens

8:30 a.m. - 9:30 a.m. Breakout Sessions

9:45 a.m. - 10:45 a.m. Keynote

11:00 a.m. - 11:45 a.m. Legislator Town Halls

12:00 p.m. Grab-n-Go Lunches

**Hotel**

All conference sessions will be held at the Sheraton Grand Hotel. A block of rooms has been reserved at the Sheraton at a rate of \$176 single or double, plus room tax. The special room rate is guaranteed only if reservations are made prior 5:00 p.m., Friday, January 4, 2019. Reservations made after that date are on a space available basis only.

**[Sheraton Grand Hotel](#)**

1230 J Street

Sacramento, CA 95814  
(916) 447-1700

***NOTE: A reservations link to book your hotel room will be provided at the time of your registration.***

### **Travel Information**

Please visit the Sacramento [Sheraton Grand Hotel's website](#) for driving directions, location, area recreation, and activities.

### **Shuttle Service**

The hotel is a 15-minute drive from Sacramento International Airport. Airport Super Shuttle Service to the Sheraton Grand is \$13. [Use this link\(http://www.supershuttle.com/?utm\\_medium=ppc&utm\\_source=google&utm\\_campaign=smf\\_branded&utm\\_content=desktop\)](http://www.supershuttle.com/?utm_medium=ppc&utm_source=google&utm_campaign=smf_branded&utm_content=desktop) to make your shuttle reservation. Shuttle service picks up outside the airport terminals.

### **Parking**

Parking at the hotel is \$25 per day for self-parking and \$32 per day for valet parking for registered guests only.



**TO:** Board of Trustees

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

**RE:** SOCCCD: Budget Amendment: Adopt Resolution No. 18-27 to Amend FY 2018-2019 Adopted Budget

**ACTION:** Approval

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**BACKGROUND**

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

**STATUS**

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2018-2019 Adopted Budget.

**General Fund**

Student Success Completion Grant at Irvine Valley College	\$1,112,319
California College Promise at Irvine Valley College	\$795,642
Innovation and Effectiveness Grant 2018-19 at Saddleback College	\$200,000
Strong Workforce Local Allocation at Irvine Valley College	(\$345,379)
2018-19 Foster and Kinship Care Education at Saddleback College	\$395
2018-19 Child Development Training Consortium at SC	\$5,000
2017-18 Strong Workforce Prog. Advanced Manufacturing CATIA at SC	\$7,488
Veterans Center Upgrade Grant at Saddleback College	\$200,000
Financial Aid Technology at Saddleback College	\$42,824
Total Increase to the General Fund	<u>\$2,018,289</u>

<b>Total Budget Amendment</b>	<b><u>\$2,018,289</u></b>
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**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 18-27 to amend the FY 2018-2019 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

**RESOLUTION NO. 18-27**

October 29, 2018

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$2,018,289 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2018-2019 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

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

**General Fund**

<b><u>Account</u></b>	<b><u>Income Source</u></b>	<b><u>Amount</u></b>
8600	State Revenue	\$2,018,289
		<b><u>\$2,018,289</u></b>

<b><u>Account</u></b>	<b><u>Expenditure Description</u></b>	<b><u>Amount</u></b>
1000	Academic Salaries	(\$25,880)
2000	Classified Salaries	(\$253,837)
3000	Fringe Benefits	(\$57,726)
4000	Books and Supplies	\$5,000
5000	Other Operating Expenses & Services	\$166,199
6000	Capital Outlay	\$271,572
7000	Other Outgoing	\$1,912,961
		<b><u>\$2,018,289</u></b>
	<b>Total Budget Amendment</b>	<b><u>\$2,018,289</u></b>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2018-2019

GENERAL FUND

**RESOLUTION NO. 18-27**

October 29, 2018

STATE OF CALIFORNIA   )  
  )  
COUNTY OF ORANGE    )

I, Kathleen F. Burke, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$2,018,289 duly and regularly adopted by the said Board at a regular meeting thereof held on October 29, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30th day of October, 2018.

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Kathleen F. Burke  
Secretary to the Board of Trustees

**TO:** Board of Trustees

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

**R RE:** SOCCCD: Transfer of Budget Appropriations

**ACTION:** Ratification

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### **BACKGROUND**

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

### **STATUS**

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

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the Transfer of Budget Appropriations.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**TRANSFER OF BUDGET APPROPRIATIONS SUMMARY**

**For the period ended September 30, 2018**

**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		\$627,995
2000	Classified Salaries		\$101,748
3000	Fringe Benefits		\$180,280
4000	Books and Supplies	\$14,825	
5000	Other Operating Expenses & Services	\$946,511	
6000	Capital Outlay		\$263,938
7000	Other Outgo	\$212,625	
<b>Total Transfers - General Fund</b>		<b><u>\$1,173,961</u></b>	<b><u>\$1,173,961</u></b>

**Associated Student Government - Saddleback College**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
4000	Books and Supplies	\$9,400	
5000	Other Operating Expenses & Services		\$7,400
6000	Capital Outlay		\$2,000
<b>Total Transfers - Associated Student Gov't. - SC</b>		<b><u>\$9,400</u></b>	<b><u>\$9,400</u></b>

**Associated Student Government - Irvine Valley College**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
4000	Books and Supplies		\$500
5000	Other Operating Expenses & Services	\$500	
<b>Total Transfers - Associated Student Gov't. - IVC</b>		<b><u>\$500</u></b>	<b><u>\$500</u></b>

<b>Total Transfers</b>		<b><u>\$1,183,861</u></b>	<b><u>\$1,183,861</u></b>
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**TO:** Board of Trustees

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

**RE:** SOCCCD: September 2018 Change Orders/Amendments

**ACTION:** Ratification

---

**BACKGROUND**

On March 28, 2016, the Board authorized the Chancellor/designee to execute change orders/amendments up to \$100,000 for board ratification. The following change orders/amendments were reviewed and approved by the Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

Exhibit	Contractor Name/Description	Change Order / Amendment Amount	Revised Total Contract Amount
A.	<u>Dougherty + Dougherty Architects, LLP</u> ATEP Infrastructure and Utilities Phase I Project – Architectural Services Amendment No. 5 – For additional architectural services for temporary fencing, minor striping and signage, and to extend the agreement through December 12, 2018. SOCCCD	\$24,200	\$697,295



AMENDMENT NO. 05  
TO THE ARCHITECTURAL SERVICES AGREEMENT  
AT ATEP

THIS AMENDMENT shall modify the original agreement dated September 29, 2015, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Dougherty + Dougherty Architects, LLP hereinafter referred to as "ARCHITECT"

WHEREAS, Article 11.16 of the original agreement provides that the agreement may be amended or modified by an agreement in writing signed by both parties;

WHEREAS, Article 6.1 of the original agreement provides for a total compensation of \$523,100;

WHEREAS, Due to additional services being requested for the ATEP Infrastructure and Utilities Phase I project, the agreement is to increase by an additional \$24,200 and extend services until ~~11/12/18~~ and ~~12/12/2018~~ 12/12/2018 *MS*

NOW, THEREFORE, the Parties agree as follows:

1. The total agreement value has been amended from \$673,095 to \$697,295, and services extended through December 12, 2018

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

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

Perkins Eastman D.P.C.

BY:

*[Signature]*  
Signature of Authorized Representative

Print Name:

*BRIAN DOUGHERTY*

Print Title:

*PRINCIPAL*

Date:

*9.21.18*

Email & Phone:

*BRIAN.DOUGH@PERKINS*

*EASTMAN.COM*

*714.927.0277*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

BY:

*[Signature]*  
Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date:

*9/20/18*

Email & Phone: (949)582-4405

**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 Article 4 of Chapter 8 of the California Education Code, commencing with Sections 85230, purchase orders and checks are submitted for ratification by the Board of Trustees.

**STATUS**

Purchase orders \$5,000 and above amounting to \$757,133.85 and an additional 475 purchase orders below \$5,000 amounting to \$277,331.96 for a combined total of \$1,034,465.81 are submitted to the Board of Trustees for ratification. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The district processed 1,432 checks in the amount of \$17,359,948.04 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)

September 5, 2018 through October 7, 2018

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P188592	Ableton	SC	Licenses and Hardware for Music Dept.	13,075.35
P188320	Albertsons	SC	Grocery Gift Cards for Student Equity	14,012.50
P188477	American Association of Community Colleges	IVC	AACC Annual Dues 2019	16,146.00
P188151	American Foothill Publishing Company	SC	Lariat Printing FY18-19	8,600.00
P188301	Apple Computer	SC	Cart and iPads for Automotive Technology	35,476.50
P188290	AT&T	SOCCCD	Relocation of Cell Tower Fiber	25,213.28
P188141	BSN Sports	IVC	Baseball Uniforms and Equipment	9,269.77
P188319	BSN Sports	SC	All Team Sports Uniform Supplies	5,813.50
P188553	BSN Sports	IVC	Golf Uniforms	5,507.06
P188284	Capitol Scientific	SC	Water Purifying System for Medical Lab	12,674.61
P188552	CDW Government	IVC	IT Supplies and Equipment	25,558.08
P188463	CDW Government	IVC	President Conference Room AV Equipment	18,007.42
P188534	CDW Government	SOCCCD	District Network Security Project	17,600.96
P188630	CDW Government	IVC	IVC Technology Refresh	13,095.31
P188515	CDW Government	SC	Solid State Shredder for Innovation Center	9,942.72
P188571	CDW Government	SC	Technology Equipment for Adult Education	5,052.65
P188514	CI Solutions	SOCCCD	Magnetic ID Cards for Students	20,647.50
P188618	Community College League of California	SOCCCD	Annual Membership Dues to CCLC FY18-19	36,980.00
P188295	ConsuLab Educatech	SC	Communication Trainer Automotive Technology	14,627.26
P188294	ConsuLab Educatech	SC	Lighting Trainer for Automotive Technology	6,680.69
P188086	CPP	SC	Assessments for Counseling Classes	5,321.44
P188134	Division of the State Architect	SC	DSA Plan Review for Access Control Project	90,750.00
P188133	Eplus Technology	SC	Load Balancer for SC Technology	62,624.48
P188203	Europoint	IVC	Outreach Materials Fall 2018	6,000.00
P188427	GOBI Library Solutions	IVC	Library Books	15,000.00
P188540	Olives Branch Express	IVC	Catering for Laser Week Fall 2018	5,495.25
P188325	Pacific Coachways Charter Services	IVC	Buses for Student Leadership Conference	5,544.00
P188430	Paradigm	IVC	Spring 2018 Diplomas and Certificates	10,843.13
P188254	Paradise Bakery & Cafe	IVC	Catering Services for ASIVC & Equity Programs	5,000.00
P188466	PCMG	SOCCCD	Privilege Access Management Project	21,963.55
P188456	Pitney Bowes Reserve Account	SOCCCD	Postage Funds	30,000.00
P188487	Pocket Nurse Enterprises	SC	Equipment for Nursing Program	5,625.15
P188228	Press Association	SC	AP News Service FY 18-19	14,336.09
P188198	Saddleback Bookstore	SC	SEP Book Grant Program Fall 2018	35,000.00
P188323	Snap-On Industrial, a Division of IDSC Holdings	SC	Supplies for Automotive Technology	32,251.57
P188235	Snap-On Industrial, a Division of IDSC Holdings	SC	Battery Tools for Automotive Technology	11,254.91
P188366	Source Graphics	IVC	Plotters for Marketing and Duplication	22,850.03
P188404	Spectrum Chemical Manufacturing Corporation	SC	Equipment for Medical Laboratory	22,873.14
P188189	Study in the USA	SC	Ad for International Student Office FY18-19	5,050.00
P188256	VWR International	SC	Bio-Cabinet/Purifier for Medical Lab	11,809.73
P188530	W. W. Grainger	SC	Pole Lights for Swimming Pool	5,930.22
P188142	YBP Library Services	SC	Faculty Books for Library	17,630.00
<b>Total Purchase Orders \$5,000 and above</b>				<b>757,133.85</b>
<b>475 Purchase Orders Under \$5,000</b>				<b>277,331.96</b>
<b>Total Purchase Orders</b>				<b>1,034,465.81</b>



South Orange County Community College District

Purchase Order Ratification (Amount)

September 5, 2018 through October 7, 2018

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P188134	Division of the State Architect	SC	DSA Plan Review for Access Control Project	90,750.00
P188133	Eplus Technology	SC	Load Balancer for SC Technology	62,624.48
P188618	Community College League of California	SOCCCD	Annual Membership Dues to CCLC FY18-19	36,980.00
P188301	Apple Computer	SC	Cart and iPads for Automotive Technology	35,476.50
P188198	Saddleback Bookstore	SC	SEP Book Grant Program Fall 2018	35,000.00
P188323	Snap-On Industrial, a Division of IDSC Holdings	SC	Supplies for Automotive Technology	32,251.57
P188456	Pitney Bowes Reserve Account	SOCCCD	Postage Funds	30,000.00
P188552	CDW Government	IVC	IT Supplies and Equipment	25,558.08
P188290	AT&T	SOCCCD	Relocation of Cell Tower Fiber	25,213.28
P188404	Spectrum Chemical Manufacturing Corporation	SC	Equipment for Medical Laboratory	22,873.14
P188366	Source Graphics	IVC	Plotters for Marketing and Duplication	22,850.03
P188466	PCMG	SOCCCD	Privilege Access Management Project	21,963.55
P188514	CI Solutions	SOCCCD	Magnetic ID Cards for Students	20,647.50
P188463	CDW Government	IVC	President Conference Room AV Equipment	18,007.42
P188142	YBP Library Services	SC	Faculty Books for Library	17,630.00
P188534	CDW Government	SOCCCD	District Network Security Project	17,600.96
P188477	American Association of Community Colleges	IVC	AACC Annual Dues 2019	16,146.00
P188427	GOBI Library Solutions	IVC	Library Books	15,000.00
P188295	ConsuLab Educatech	SC	Communication Trainer Automotive Technology	14,627.26
P188228	Press Association	SC	AP News Service FY 18-19	14,336.09
P188320	Albertsons	SC	Grocery Gift Cards for Student Equity	14,012.50
P188630	CDW Government	IVC	IVC Technology Refresh	13,095.31
P188592	Ableton	SC	Licenses and Hardware for Music Dept.	13,075.35
P188284	Capitol Scientific	SC	Water Purifying System for Medical Lab	12,674.61
P188256	VWR International	SC	Bio-Cabinet/Purifier for Medical Lab	11,809.73
P188235	Snap-On Industrial, a Division of IDSC Holdings	SC	Battery Tools for Automotive Technology	11,254.91
P188430	Paradigm	IVC	Spring 2018 Diplomas and Certificates	10,843.13
P188515	CDW Government	SC	Solid State Shredder for Innovation Center	9,942.72
P188141	BSN Sports	IVC	Baseball Uniforms and Equipment	9,269.77
P188151	American Foothill Publishing Company	SC	Lariat Printing FY18-19	8,600.00
P188294	ConsuLab Educatech	SC	Lighting Trainer for Automotive Technology	6,680.69
P188203	Europrint	IVC	Outreach Materials Fall 2018	6,000.00
P188530	W. W. Grainger	SC	Pole Lights for Swimming Pool	5,930.22
P188319	BSN Sports	SC	All Team Sports Uniform Supplies	5,813.50
P188487	Pocket Nurse Enterprises	SC	Equipment for Nursing Program	5,625.15
P188325	Pacific Coachways Charter Services	IVC	Buses for Student Leadership Conference	5,544.00
P188553	BSN Sports	IVC	Golf Uniforms	5,507.06
P188540	Olives Branch Express	IVC	Catering for Laser Week Fall 2018	5,495.25
P188086	CPP	SC	Assessments for Counseling Classes	5,321.44
P188571	CDW Government	SC	Technology Equipment for Adult Education	5,052.65
P188189	Study in the USA	SC	Ad for International Student Office FY18-19	5,050.00
P188254	Paradise Bakery & Cafe	IVC	Catering Services for ASIVC & Equity Programs	5,000.00
<b>Total Purchase Orders \$5,000 and above</b>				<b>757,133.85</b>
<b>475 Purchase Orders Under \$5,000</b>				<b>277,331.96</b>
<b>Total Purchase Orders</b>				<b>1,034,465.81</b>



## South Orange County Community College District

### Check Ratification

September 5, 2018 through October 7, 2018

<b><u>Fund</u></b>	<b><u>Checks</u></b>	<b><u>Amount</u></b>
01 General Fund	1,239 \$	10,613,087.60
07 IVC Community Education	4 \$	27,648.11
09 SC Community Education	20 \$	392,276.05
12 Child Development	9 \$	61,070.46
40 Capital Outlay	106 \$	5,656,164.39
68 Self Insurance	4 \$	33,124.93
71 Retiree Benefit	2 \$	507,424.28
95 SC Associated Student Government	12 \$	15,027.40
96 IVC Associated Student Government	36 \$	54,124.82
<b>Total</b>	<b>1,432 \$</b>	<b>17,359,948.04</b>

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contracts

**ACTION:** Ratification

---

### **BACKGROUND**

On March 28, 2016, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$90,200 for equipment, supplies and maintenance projects.

### **STATUS**

From August 18, 2018 through September 21, 2018, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 156 total contracts, following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	66	\$5,000-\$100,000	\$1,444,896.13
B	8	Zero \$	\$0.00
N/A	82	Under \$5,000	\$143,770.91
<b>TOTAL</b>	<b>156</b>		<b>\$1,588,667.04</b>

### **RECOMMENDATION**

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



**August 18, 2018 through September 21, 2018**  
**Contracts with Values between \$5,000 and \$100,000**  
**Board Date: 10/29/18**

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

<u>Perkins Eastman Dougherty</u> Architectural Services Agreement – To provide architectural services for the Clock Tower Project from 8/10/2018 to 7/7/2020. Irvine Valley College	\$99,500.00
<u>Goodwill Industries of Orange County, CA</u> Professional Services Agreement (Amend No. 1) – To provide additional interpreting services for the hearing impaired of \$45,000 from current agreement value of \$50,000 through 6/30/2019. Irvine Valley College	\$95,000.00
<u>D. Stafford and Associates</u> Professional Services Agreement – To provide consulting services for Title IX Policy Review and Cleary Act Compliance from 9/1/2018 to 6/30/2019. District Services	\$79,700.00
<u>Environmental Planning Developmental Solutions, Inc.</u> Biological, Cultural & Paleontological Consultant Services Agreement – To provide monitoring services during excavation for the Saddleback Stadium Project from 9/1/2018 to 11/1/2018. District Services	\$71,750.00
<u>PlanNet Consulting, LLC</u> Information Technology Consultant Services Agreement (Amend No. 1) – To provide additional consulting services for the Indoor Wireless Upgrade Project of \$19,800 from current agreement value of \$47,120 and to extend term by an additional three months to 11/30/2018. District Services	\$66,920.00
<u>Cylance Consulting</u> Consulting Agreement – To provide consulting services to review and update information security administrative regulations from 9/1/2018 to 11/30/2018. District Services	\$66,900.00
<u>RP Group</u> Professional Services Agreement – To provide evaluation and assessment services for the Innovation Veterans Grant for the Veterans Resource Center from 8/15/2018 to 6/30/2019. Irvine Valley College	\$61,945.00

<u>Goodwill Industries of Orange County dba DEAFinitely Professional Interpreting Services</u> Professional Services Agreement – To provide interpreting services for the hearing impaired from 7/1/2018 to 6/30/2019. Saddleback College	\$60,000.00
<u>Kern Community College District</u> Education and Community Services Contract – To provide employment training to companies using the Employment Training Panel funds administered by Kern CCD from 8/10/2018 to 7/25/2019. Saddleback College	\$49,000.00 Revenue
<u>Granicus, Inc.</u> Software License Agreement (Amend No. 2) – For the addition of Peak Agenda Management software to District's board meeting software suite of \$4,829.48 from current agreement value of \$42,392.79 from 9/10/2018 through 9/9/2019. District Services	\$47,222.27
<u>Quezada Pro Landscape, Inc.</u> Professional Services Agreement – To provide annual tree maintenance from 7/1/2018 to 6/30/2019. Saddleback College	\$45,000.00
<u>SurveyMonkey</u> Software License Agreement – Renewal of SurveyMonkey Enterprise software, a survey management platform, from 9/20/2018 to 9/19/2021. District Services	\$36,000.00
<u>Johnson Flooring, Inc.</u> Construction Services Agreement – To provide PE-200 gym floor maintenance and refinishing from 5/29/2019 to 6/28/2019. Irvine Valley College	\$35,875.00
<u>Brainstorm Studios</u> Educational Services Agreement (Amend No. 1) – To provide additional computer classes offered through Community Education program of \$15,000 from current agreement value of \$20,000 from 7/2/2018 to 6/30/2020. Saddleback College	\$35,000.00
<u>Southern California PGA</u> Educational Services Agreement – To provide golf skills clinics offered through the Community Education program from 7/1/2018 to 8/14/2020. Saddleback College	\$30,000.00
<u>CEM Lab Corporation</u> Geotechnical Testing & Special Inspection Consulting Services Agreement (Amend No. 1) – To provide additional inspection services of \$5,000 from current agreement value of \$24,410 for the Saddleback College Accessible Ramp Replacement Project from 6/30/2018 to 8/31/2018. District Services	\$29,410.00

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

<u>LinkedIn</u> Software Subscription Agreement – A license for LinkedIn Learning Partial Campus for Community Colleges and Vocational Schools used to provide online skills training to students, staff and faculty from 8/31/2018 to 8/30/2019. Saddleback College	\$29,000.00
<u>CDW-G, LLC</u> Software License Agreement – Annual renewal of Symantec Endpoint Protection subscription used to provide data security solutions from 7/13/2018 to 7/12/2019. District Services	\$27,746.00
<u>CareerAmericia, LLC</u> Contract of Service Agreement – Renewal of FATV Get Answers and Get SAP video library subscription used to provide financial aid information to students from 7/15/2018 to 7/14/2021. Irvine Valley College	\$25,500.00
<u>Jean Marie Christian</u> Educational Services Agreement – To provide art classes offered through the Community Education program from 7/1/2018 to 8/16/2019. Saddleback College	\$20,000.00
<u>Freedom Innovations</u> Instructional Services Agreement – To provide training in Geometric Dimensioning and Tolerances and Blue Print Reading to their employees from 9/12/2018 to 11/14/2018. Saddleback College	\$15,568.00 Revenue
<u>Essence Entertainment</u> Independent Contractor Agreement – To provide musicians for the Music department's various performances from 9/21/2018 to 6/30/2019. Irvine Valley College	\$15,500.00
<u>Amtek Construction</u> Field Services Agreement – To provide annual maintenance and repair services for concrete and paving from 9/10/2018 to 7/30/2019. Irvine Valley College	\$14,999.00
<u>Dick Vosper Broadcast Services</u> Field Services Agreement – To provide transmitter engineering services used by KSBR-FM studio from 7/1/2018 to 6/30/2019. Saddleback College	\$14,999.00
<u>Emerald Mirror and Glass, Inc.</u> Field Services Agreement – To provide annual glass and mirror repair services from 8/15/2018 to 7/30/2019. Irvine Valley College	\$14,999.00

<u>Mark IV Communications, Inc.</u> Field Services Agreement – To provide various cable installation services from 7/1/2018 to 6/30/2019. Irvine Valley College	\$14,999.00
<u>Matson Construction Services, Inc.</u> Field Services Agreement – For various excavation and plumbing repair services from 8/15/2018 to 7/31/2019. Irvine Valley College	\$14,999.00
<u>Sun Environmental Engineering, Inc.</u> Field Services Agreement - To provide remediation services at Student Services Center building from 9/21/2018 to 12/21/2018. Saddleback College	\$12,885.00
<u>Forensic Analytical Consulting Services</u> Environmental Consultant Survey Services Agreement – To provide environmental sampling and inspection services of science laboratories from 8/13/2018 to 8/12/2019. Irvine Valley College	\$12,500.00
<u>Shaw HR Consulting, Inc.</u> Professional Services Agreement – To provide disability compliance management, human resources consulting and training workshops from 7/2/2018 to 6/30/2019. District Services	\$12,000.00
<u>Cordoba Corporation</u> Consultant Services Agreement – To provide accessibility review for ATEP IDEA Building Certified Access Specialist Assessment Project from 9/1/2018 to 12/31/2018. District Services	\$11,760.00
<u>David Sheff</u> Independent Contractor Agreement – Guest lecturer to speak at the 2019 One Book One College event at McKinney Theatre from 9/24/2018 to 5/31/2019. Saddleback College	\$11,500.00
<u>David Stoneman</u> Independent Contractor Agreement – To provide piano tuning services from 8/1/2018 to 6/30/2021. Irvine Valley College	\$10,800.00
<u>3M</u> Instructional Services Agreement – To provide vocational English as a second language training to their employees from 9/19/2018 to 10/19/2018. Saddleback College	\$10,776.00 Revenue



<u>ACCO Engineered Systems, Inc.</u> Construction Services Agreement – To provide repair services to the condenser pump at Power House 5 from 8/13/2018 to 10/12/2018. Irvine Valley College	\$10,487.00
<u>Bernadette McKeever</u> Independent Contractor Agreement – To provide various professional photography services for the Public Relations and Marketing department from 9/1/2018 to 6/30/2020. District Services	\$10,000.00
<u>Doug Westlake</u> Independent Contractor Agreement – To provide piano and harpsichord tuning and repair services from 8/29/2018 to 8/28/2019. Saddleback College	\$10,000.00
<u>Global Protection Group, LLC</u> Independent Contractor Agreement – To provide security services for Gaucho football games held at Mission Viejo High School from 9/1/2018 to 1/1/2019. Saddleback College	\$10,000.00
<u>Matt Fukushima</u> Independent Contractor Agreement – To provide various professional photography services for the Public Relations and Marketing department from 9/1/2018 to 6/30/2020. Saddleback College	\$10,000.00
<u>Palomar College</u> Professional Services Agreement – To provide support to the National Science Foundation STEM Core Initiative Grants requirements to launch local STEM Core programs from 6/1/2017 to 9/30/2018. Saddleback College	\$10,000.00
<u>Sports Field Services</u> Field Services Agreement – To provide annual repair and replacement of athletic field turf from 9/28/2018 to 6/30/2019. Saddleback College	\$10,000.00
<u>Herbalife International of America, Inc.</u> Educational Services Agreement – To provide vocational English as a second language training to their employees from 9/22/2018 to 11/10/2018. Saddleback College	\$9,354.00 Revenue
<u>Scantron Corporation</u> Software License Agreement – Annual renewal of Class Climate Scan Stations, an evaluation system, from 9/1/2018 to 8/31/2019. Saddleback College	\$9,142.00

<u>Johnson Brothers Ventures, Inc.</u> License to Use Agreement – To provide a location on campus for a pumpkin and Christmas tree resale business from 9/1/2018 to 12/31/2020. Irvine Valley College	\$9,000.00 Revenue
<u>Essence Entertainment</u> Independent Contractor Agreement – To provide musicians for performances by the Theatre Productions department from 8/20/2018 to 6/30/2019. Irvine Valley College	\$8,500.00
<u>Hampton Tedder Electric Company</u> Field Services Agreement – To provide support for the temporary transfer of power to the stadium from 8/16/2018 to 8/22/2018. District Services	\$8,400.00
<u>Ventek International</u> Independent Contractor Agreement – Annual renewal of license subscription used in parking meters from 7/1/2018 to 6/30/2019. Saddleback College	\$8,010.00
<u>Keystone Academic Solutions</u> Advertisement Subscription Agreement – To provide online advertising services for international student recruitment from 9/1/2018 to 11/30/2018. Irvine Valley College	\$7,800.00
<u>ZOHO Corporation</u> Software License Agreement – Annual renewal of ManageEngine AD Audit license used to provide active directory audits for servers and controllers from 10/1/2018 to 9/30/2019. Saddleback College	\$7,560.00
<u>CDW-G, LLC</u> Software License Agreement- Annual renewal of Fourwinds Interactive license used to provide various announcements on display screen located at Performing Arts Center from 9/12/2018 to 9/11/2019. Irvine Valley College	\$7,535.56
<u>H2 Environmental Consulting Services</u> Environmental Consultant Services Agreement - To provide assessment and post remediation testing from 6/10/2018 to 12/10/2018. Saddleback College	\$7,450.00
<u>WSP USA, Inc.</u> Labor Compliance Services Agreement – To provide labor compliance services for the TV Studio Installation Project from 3/11/2018 to 3/12/2020. Saddleback College	\$7,290.00

<u>Beard Investigative Services</u> Independent Contractor Agreement - To provide background checks for campus Police department from 7/23/2018 to 6/30/2019. Irvine Valley College	\$7,200.00
<u>WSP USA, Inc.</u> Labor Compliance Services Agreement – To provide labor compliance services for the New Dance Floor and Monument Signs Projects from 12/31/2017 to 12/31/2018. Irvine Valley College	\$7,040.00
<u>Dog Gone It</u> Catering Services Agreement – To provide catering services for student government events from 8/13/2018 to 8/31/2019. Irvine Valley College-ASIVC	\$7,000.00
<u>Allegorithmic</u> Software License Agreement – Annual renewal of Substance Education license, an advanced texturing program used by the Digital Media Arts department from 8/28/2018 to 8/27/2019. Irvine Valley College	\$6,999.30
<u>AZTEC Software</u> Software License Agreement – Annual license of Kaplan GED and HiSET used to provide access to adult education testing from 8/20/2018 to 8/19/2019. Saddleback College	\$6,995.00
<u>Dunkel Bros. Machinery Movers</u> Independent Contractor Agreement – To provide moving services of heavy equipment from ATEP to Saddleback Warehouse building from 6/12/2018 to 6/29/2018. District Services	\$6,715.00
<u>PDG Wallcoverings</u> Field Services Agreement – To provide painting service to warehouse offices and restroom from 9/27/18 to 1/27/2019. Saddleback College	\$5,862.00
<u>Amtek Construction</u> Field Services Agreement – To provide emergency repair of water valve near B300 from 7/14/2018 to 7/16/2018. Irvine Valley College	\$5,704.00
<u>Media Services 55</u> Professional Services Agreement – To provide production services for the Spring 2019 Dorothy Marie Lowry Distinguished Guest Lecture Series at the Laguna Woods Village Performing Arts Center from 1/1/2019 to 5/31/2019. Saddleback College Foundation	\$5,600.00

<u>Excel Education Programs</u> Educational Services Agreement – To provide photography classes offered through Community Education program from 7/1/2018 to 6/30/2020. Saddleback College	\$5,500.00
<u>At Last Window Coverings</u> Field Services Agreement – To provide annual window covering repair and replacement services from 9/10/2018 to 6/30/2019. Saddleback College	\$5,000.00
<u>Kent Helwig</u> Independent Contractor Agreement – To provide keyboard and vocal services for the productions of “The Rocky Horror Picture Show” and “South Pacific” from 8/27/2018 to 3/4/2019. Irvine Valley College	\$5,000.00
<u>Tecta America Southern California, Inc.</u> Field Services Agreement – To provide annual roof maintenance from 9/17/2018 to 6/30/2019. Saddleback College	\$5,000.00
<u>Town and Country Glass Corporation</u> Field Services Agreement – To provide annual glass windows & doors, mirrors and protective glass maintenance and repair services from 9/10/2018 to 6/30/2019. Saddleback College	\$5,000.00

**August 18, 2018 through September 21, 2018**  
**Contracts with Values of \$0**  
**Board Date: 10/29/18**

<b><u>CONTRACTOR NAME</u></b>	<b><u>CONTRACT AMOUNT</u></b>
<u>Chancellor of the California Community Colleges</u> Professional Services Agreement – To provide collection services of outstanding student financial aid and other obligations through the State Franchise Tax Board's Interagency Offset Program from 10/1/2018 to 9/30/2019. Saddleback College	\$0.00
<u>Doctor's Ambulance Service</u> Health Sciences Clinical Affiliation Agreement – To provide a clinical site for Emergency Medical Technician students from 9/1/2018 to 8/30/2023. Saddleback College	\$0.00
<u>Fairchild Medical Center</u> Health Sciences Clinical Affiliation Agreement – To provide a site for Health Information Technology students 9/13/2018 to 9/12/2023. Saddleback College	\$0.00
<u>Laguna Beach United Methodist Church</u> Facility Use Agreement – To provide a location for Emeritus classes from 1/1/2019 to 5/31/2019. Saddleback College	\$0.00
<u>Laura's House</u> Independent Contractor Agreement – To provide a presentation on domestic violence awareness and healthy relationships on 10/18/2018. Saddleback College	\$0.00
<u>MimeCast</u> Software License Agreement – To provide a trial evaluation as security add-ons to the MimeCast email infrastructure refresh software from 9/1/2018 to 9/30/2018. District Services	\$0.00
<u>Mission Hospital</u> Independent Contractor Services Agreement – To provide a location for Adult Education classes at the South Orange County Family Resource Center from 6/1/2018 to 6/30/2020. Saddleback College	\$0.00
<u>San Clemente Presbyterian Church</u> Facility Use Agreement – To provide a location for Emeritus classes from 8/1/2018 to 8/1/2019. Saddleback College	\$0.00

**TO:** Board of Trustees

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

**RE:** SOCCCD: Board of Trustees Board Policy Subcommittee

**ACTION:** Approval

---

### **BACKGROUND**

In accordance with Education Code Section 70902 (a)(2), the governing board of each community college district shall establish rules and regulations not inconsistent with the regulations of the board of governors and the laws of this state which community college districts are established.

Pursuant to Board Policy 107, The Board of Trustees will periodically review board policies. The Chancellor shall assist the Board of Trustees in the formation and revision of all board policies. If established by the Board President, the Board of Trustees Board Policy Subcommittee may meet to review proposed board policies and will either:

- a. Return the policy draft to the Chancellor with recommendations for further revision, or
- b. Direct the Chancellor to forward the policy draft to the Board of Trustees for review and study.

### **STATUS**

The Board President has requested to establish a Board of Trustees Board Policy Subcommittee to review proposed board policies. The subcommittee will be comprised of three board members and will be formed at the discretion of the board president.

### **RECOMMENDATION**

The Chancellor recommends that the Governing Board of the South Orange County Community College District establish a Board Policy Subcommittee to review and propose board policies in accordance with Education Code 70902 (a)(2), and in compliance with Board Policy 107.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Board of Trustees Goals 2018-2019

**ACTION:** Approval

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### **BACKGROUND**

The South Orange County Community College District Board of Trustees, at their Board Self Evaluation Retreat on September 29, 2018, discussed proposed goals and recommended review and, if necessary, modification.

### **STATUS**

The Board of Trustees committed to the following eight measurable goals for the period commencing July 2018 through December 2019.

1. Increase by at least 5% the number of SOCCCD students who acquire associate degrees, credentials, certificates or specific skill sets that prepare them for an in-demand job.
2. Increase by 10% the number of SOCCCD students transferring to 4-year colleges or universities.
3. Increase the percent of exiting CTE students who report being employed or advanced in their field of study.
4. Decrease the average number of units accumulated by SOCCCD students earning their associates degrees by at least 3%.
5. Research and identify equity gaps and report back to the Board on a plan to reduce achievement gap(s).
6. Maintain life-long learning and emeritus program enrollment at (at least) current levels.
7. Research and identify non-academic barriers and report findings to the Board on strategies to address these barriers.
8. Review the current status of ATEP for the purpose of establishing measurable goals.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the proposed goals for the period commencing July 2018 through December 2019.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Irvine Valley College Barranca Entrance Project, Adopt Resolution No. 18-29, Authorization of Acquisition of a Landscape Easement, Southern California Edison

**ACTION:** Approval

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### **BACKGROUND**

On December 29, 1971, The Irvine Company, LLC transferred via Grant deed to Southern California Edison two parcels of land, with an easement provision for construction of a future access road to Irvine Valley College from Barranca Parkway.

On April 27, 2009, the Board of Trustees approved basic aid for the Irvine Valley College Barranca Entrance project, for a total basic aid allocation of \$2,850,000.

On March 31, 2014, the Board of Trustees approved an Assignment of Easement agreement from The Irvine Company, LLC, providing the District with a non-exclusive right to use the road and utility easement for construction of the new access road to Irvine Valley College from Barranca Parkway.

On March 27, 2017, the Board of Trustees approved Amendment No. 1 to the Assignment of Easement agreement with The Irvine Company, LLC, to modify the easement area legal description in connection with the Irvine Valley College Barranca Entrance project.

These previous easements included provisions for irrigation, but not for landscape planting, to the portions over the Southern California Edison property.

### **STATUS**

Staff recommends the Board adopt Resolution No. 18-29, to authorize acquisition of a Landscape Easement from Southern California Edison for the Irvine Valley College Barranca Entrance project (EXHIBIT A). In a separate board item, the Grant of Easement agreement and the Purchase and Sale agreement will be presented to the Board for approval.

Basic aid funds are available within the approved project budget of \$2,850,000.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 18-29 to authorize acquisition of a landscape easement from Southern California Edison, for the Irvine Valley College Barranca Entrance project.



RESOLUTION NO. 18-29  
RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AUTHORIZING ACQUISITION OF A LANDSCAPE EASEMENT AT IRVINE VALLEY  
COLLEGE BARRANCA ENTRANCE PROJECT

October 29, 2018

**WHEREAS**, Southern California Edison (“Edison”), is the owner of that certain land located on the northeast corner of Barranca Parkway and Jeffrey Road in Planning Area 12;

**WHEREAS**, South Orange County Community College District (“District”) is the owner of certain land located northerly of the Edison Owned Parcel;

**WHEREAS**, Edison desires to convey to the District, and the District desires to accept from Edison, an easement (“Easement”) over the portions of Edison Owned Parcel;

**WHEREAS**, Edison is the legal owner of the property involving the Easement;

**WHEREAS**, in order to effectuate the Easement, the Parties wish to enter into the following agreements: 1) the “Grant of Easement and Maintenance Agreement” which establishes the Easement and the District’s rights and obligations with respect to the Easement Property, and 2) a “Purchase and Sale agreement” whereby Edison will formally sell, and the District will formally purchase, the Easement (collectively, the “Agreements”);

**WHEREAS**, upon execution of the Agreements, the Grant of Easement shall be recorded for the benefit of the District;

**WHEREAS**, conveyance of the Easement is for valuable consideration and upon the terms and conditions set forth in the Agreements;

**WHEREAS**, the District has complied with all Education Code, Government Code, and environmental requirements associated with the acquisition of the Easement;

**WHEREAS**, pursuant to Government Code Section 27281, deeds or grants conveying any interest in an easement upon real estate to a political corporation or governmental agency for public purposes cannot be accepted for recordation without the consent of the political corporation or governmental agency evidenced by its certificate or resolution of acceptance attached to or printed on the deed or grant.

**NOW, THEREFORE**, the Board of the South Orange County Community College District hereby finds, determines, declares, orders and resolves as follows:

**Section 1.** That all of the recitals set forth above are true and correct, and the Board so finds and determines.

**Section 2.** That the District has complied with all Education Code, Government Code, and environmental requirements associated with the acquisition of said Easement, and that no further notice, inspection, or action is required to acquire the Easement.

**Section 3.** That the District shall acquire the Easement upon the terms and conditions set forth in the Agreements and the District’s Chancellor, or designee, is/are hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may deem necessary or advisable in order to consummate the purchase of the Easement, including the execution of the Agreements and recordation of the Grant of Easement, and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution.

**Section 4.** That District's Chancellor, or designee, is/are directed, pursuant to the terms set forth in the Grant of Easement and Maintenance Agreement, to accept and consent to the conveying of such applicable property interest to the District pursuant to Section 27281 of the Government Code by executing the Agreements as well as the Certificate of Acceptance, attached hereto as Exhibit "A" and make necessary changes to consummate completion of the transactions.

**Section 5.** That this Resolution shall be effective as of the date of its adoption.

**PASSED AND ADOPTED**, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on October 29, 2018.

\_\_\_\_\_  
Timothy Jemal, President

\_\_\_\_\_  
Marcia Milchiker, Vice President

\_\_\_\_\_  
T.J. Prendergast III, Clerk

\_\_\_\_\_  
James R. Wright, Member

\_\_\_\_\_  
David B. Lang, Member

\_\_\_\_\_  
Barbara J. Jay, Member

\_\_\_\_\_  
Terri Whitt, Member

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

EXHIBIT "A"

PUBLIC AGENCY CERTIFICATE OF ACCEPTANCE

(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the deed or grant dated \_\_\_\_\_ from Southern California Edison to South Orange County Community College District, a political corporation and/or governmental agency, is hereby accepted by the undersigned officer or agent on behalf of the order of the Governing Board of Trustees on \_\_\_\_\_ (date), pursuant to authority conferred by resolution of the Governing Board of Trustees adopted on October 29, 2018, and the grantee consents to recordation thereof by its duly authorized officer.

Dated \_\_\_\_\_

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By \_\_\_\_\_

Its: \_\_\_\_\_

**TO:** Board of Trustees

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

**RE:** SOCCCD: Irvine Valley College Barranca Entrance, Grant of Easement, and Purchase and Sale Agreement, Southern California Edison

**ACTION:** Approval

---

### **BACKGROUND**

On December 29, 1971, The Irvine Company, LLC transferred via Grant deed to Southern California Edison two parcels of land, with an easement provision for construction of a future access road to Irvine Valley College from Barranca Parkway.

On April 27, 2009, the Board of Trustees approved basic aid for the Irvine Valley College Barranca Entrance project, for a total basic aid allocation of \$2,850,000.

On March 31, 2014, the Board of Trustees approved an Assignment of Easement agreement from The Irvine Company, LLC, providing the District with a non-exclusive right to use the road and utility easement for construction of the new access road to Irvine Valley College from Barranca Parkway.

On March 27, 2017, the Board of Trustees approved Amendment No. 1 to the Assignment of Easement agreement with The Irvine Company, LLC, to modify the easement area legal description in connection with the Irvine Valley College Barranca Entrance project.

These previous easements included provisions for irrigation, but not for landscape planting, to the portions over the Southern California Edison property.

### **STATUS**

This evening, the Board has adopted Resolution No. 18-29 to authorize acquisition of a Landscape Easement from Southern California Edison. Southern California Edison's Grant of Easement (EXHIBIT A) provides the district with an easement on, over, under and across the easement area for the purpose of installing and maintaining landscaping along the new access road to Irvine Valley College from Barranca Parkway.

Southern California Edison's Purchase and Sale agreement (EXHIBIT B) allows the district to purchase from Southern California Edison the easement required to install landscaping along the new access road, for a sum of \$7,200.

The Grant of Easement and the Purchase and Sale agreement have been reviewed by legal counsel and staff recommends approval.

Basic aid funds are available within the approved project budget of \$2,850,000.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Grant of Easement and the Purchase and Sale agreement with Southern California Edison for the Irvine Valley College Barranca Entrance project, for a contract value of \$7,200, and authorize the Chancellor and/or designee to make necessary changes to fully execute completion of the transactions.

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2<sup>ND</sup> FLOOR  
POMONA, CA 91768

TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Landscape Easement**

Location: City of Irvine  
APN: 466-024-19 & 466-024-20  
RP File No.: GRT201118513  
Affects SCE Document(s): 299935 &  
305358

DOCUMENTARY TRANSFER TAX \$ _____		Serial 71627A Service Order 800582272
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE		<b>APPROVED REAL PROPERTIES DEPARTMENT</b>
SO. CALIF. EDISON CO.		
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	BY KW/gS DATE 5/23/17 7/12/17-10/02/18 SCE Law CCK

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a community college district of the State of California, hereinafter called "Grantee", an easement for landscape purposes only, excluding irrigation, in, on, under, over, along and across that certain real property in the City of Irvine, County of Orange, State of California, described as follows:

Said landscape easement is more particularly described on the Exhibit "A" and depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the above described real property or any portion thereof, of record or otherwise disclosed to Grantee.

The foregoing grant is made subject to the following terms and conditions:

1. The said Easement is granted subject to the right of Grantor to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge, and/or remove in, on, over, under, through, along, and across the above described real property, electric transmission and distribution lines, and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power, and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. Grantor shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of Grantee created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction, or removal of such electric transmission, distribution, or communication lines, pipelines, or other conduits.
4. Grantee agrees to hold harmless and indemnify Grantor to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including Grantor's own

Grant of Easement  
S.C.E., a corporation to  
SOCCCD, a community college district  
Serial No. 71627A  
RP File No.: GRT201118513  
Affects SCE Document(s): 299935 & 305358

property, or injury to or death of persons, including employees of Grantor, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of Grantor.

5. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of thirty (30.00) feet between their equipment and any and all overhead electric conductors.
6. Grantor shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
7. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.
8. The above described real property is to be used only for the purposes specified herein and in the event:
  - a. said real property is not so used; or
  - b. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of Grantor in the above described real property.

9. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given
10. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that the improvement for which the Easement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Easement (which improvement and other work or improvement are hereinafter sometimes collectively called "Improvement") shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.

Grant of Easement  
S.C.E., a corporation to  
SOCCCD, a community college district  
Serial No. 71627A  
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11. Also as a controlling part of the consideration for the execution and delivery of this instrument by Grantor, Grantee covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.
12. Grantee hereby recognizes Grantor's title and interest in and to the above described real property and agrees never to assail or resist Grantor's title or interest therein.
13. This Grant of Easement is executed subject to General Order No. 69-C, of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. As set forth in General Order No. 69-C, this grant is made conditional upon the right of SCE either on order of the Public Utilities Commission or on SCE's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of SCE's service to its patrons or consumers, it shall appear necessary or desirable to do so. Grantee agrees to comply with all applicable federal, state and local laws and regulations.
14. Grantee agrees that all construction equipment, when not in use, shall be parked clear of Edison's right of way and/or rendered immobile.
15. Grantee agrees to maintain the above described real property.
16. In case of a suit to enforce any terms, covenants or conditions of this Easement, Grantee agrees to pay Grantor in addition to any other recovery or relief for which Grantor may be entitled, a reasonable attorney's fee to be fixed and allowed by the Court.
17. Any notice provided herein to be given by either party hereto to the other may be served by depositing in the United States Post Office, postage prepaid, a sealed envelope containing a copy of such notice and addressed to said other party at its principal place of business.
18. The two-year limitation contained in paragraph 10 above to the contrary notwithstanding, Grantee agrees that it will reimburse Grantor for the full amount of any and all special assessment or assessments levied for curbs, driveways, sidewalks and/or other improvements which may at any time be installed at this location, which special assessment or assessments have been paid by Grantor.
19. Upon the termination or reversion of the rights herein granted, Grantee shall at its own risk and expense remove said landscaping and restore said above described real property as nearly as possible to the same state and condition that it was in prior to any construction of said facilities, but if it should fail to do so within sixty (60) days after such termination, Grantor may do so at the risk of Grantee, and all cost and expense of such removal and the restoration of said premises as aforesaid, together with interest thereon at the rate of ten percent (10%) per annum shall be paid by Grantee upon demand.
20. Grantee agrees that all metallic structures installed within the above described real property shall be adequately grounded.
21. Grantee agrees that no additional structures will be installed on the above described real property.
22. Grantee agrees that the construction of the landscaping must be adequately sloped, so as to provide Grantor through access across the above described real property.



Grant of Easement  
S.C.E., a corporation to  
SOCCCD, a community college district  
Serial No. 71627A  
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23. Grantee agrees not to store flammable materials nor store any vehicle on the above described real property.
24. Any trees or plants within the above described real property shall be maintained by Grantee and shall not exceed a height of fifteen (15) feet.
25. The use of the neuter gender herein will, when appropriate, be construed to mean either the masculine or feminine gender or both. Unless expressly provided elsewhere, herein to the contrary, the terms, covenants and conditions of this Easement shall inure to the benefit of and are binding upon the heirs, successors, representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

By: \_\_\_\_\_  
Stephanie Tsai  
Land Services Agent  
Land Management Division  
Real Properties Department

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 )

County of \_\_\_\_\_)

On \_\_\_\_\_ 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 \_\_\_\_\_

Grant of Easement  
S.C.E., a corporation to  
SOCCCD, a community college district  
Serial No. 71627A  
RP File No.: GRT201118513  
Affects SCE Document(s): 299935 & 305358

GRANTEE, does hereby accept the above and foregoing Easement upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions.

DATED as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT, a community college  
district of the State of California

By: \_\_\_\_\_  
Ann-Marie Gabel  
Vice Chancellor of Business Services

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.
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State of California )

County of \_\_\_\_\_)

On \_\_\_\_\_ 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 \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**SERIAL NO. 71627A**  
**APN 466-024-19 & 20 (SCE)**

THAT PORTION OF THE LAND DESCRIBED IN GRANT DEEDS TO THE SOUTHERN CALIFORNIA EDISON COMPANY RECORDED MAY 10, 1971 IN BOOK 9634, PAGE 120 AND RECORDED DECEMBER 29, 1971 IN BOOK 9944, PAGE 607, BOTH OF OFFICIAL RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING WITHIN LOT 260, BLOCK 103 OF IRVINE'S SUBDIVISION, IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 1, PAGE 88 OF MISCELLANEOUS RECORD MAPS, RECORDS OF SAID ORANGE COUNTY, DESCRIBED AS FOLLOWS:

**STRIP #1**

COMMENCING AT A BOAT SPIKE AND WASHER TAGGED CITY OF IRVINE AT THE CENTERLINE INTERSECTION OF BARRANCA PARKWAY AND JEFFREY ROAD, SAID CENTERLINES AS SHOWN ON PARCEL MAP NO. 99-131 FILED IN BOOK 309, PAGES 48 THROUGH 50 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE ALONG THE CENTERLINE OF SAID BARRANCA PARKWAY SOUTH 53°52'38" EAST 738.35 FEET TO THE CENTERLINE OF CONSTRUCTION OF THE IRVINE COLLEGE BARRANCA PARKWAY ENTRANCE ROAD, PREPARED BY RGP AND ON FILE IN THE CITY OF IRVINE, SAID CENTERLINE HEREINAFTER REFERRED TO AS LINE "A";

THENCE NORTH 40°41'42" EAST 299.73 FEET ALONG SAID LINE "A" TO THE NORTHEASTERLY LINE OF SITE "A" IN THE GIFT DEED, RECORDED AS INSTRUMENT NO. 19960569864 OF OFFICIAL RECORDS, ALSO BEING THE SOUTHWESTERLY LINE OF SAID SOUTHERN CALIFORNIA EDISON COMPANY RIGHT-OF-WAY PER GRANT DEED RECORDED IN BOOK 9944, PAGE 607 OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY HEREINAFTER REFERRED TO AS POINT "A";

THENCE NORTH 49°19'29" WEST 19.50 FEET ALONG SAID NORTHEASTERLY LINE OF SITE "A" AND SOUTHWESTERLY LINE OF THE SOUTHERN CALIFORNIA EDISON RIGHT-OF-WAY TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 49°19'29" WEST 17.67 FEET ALONG SAID NORTHEASTERLY LINE OF SITE "A" AND SOUTHWESTERLY LINE OF THE SOUTHERN CALIFORNIA EDISON RIGHT-OF-WAY TO A LINE THAT IS 37.17 FEET NORTHWESTERLY OF AND PARALLEL WITH SAID LINE "A";

THENCE NORTH 40°41'42" EAST 199.42 FEET ALONG SAID PARALLEL LINE;

THENCE NORTH 08°33'37" WEST 19.56 FEET;

THENCE NORTH 49°19'29" WEST 54.20 FEET;

THENCE NORTH 40°40'31" EAST 1.41 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN 56.00 FOOT STRIP OF LAND DESCRIBED IN THE GRANT DEED TO THE IRVINE COMPANY RECORDED IN BOOK 10700, PAGE 724 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 49°19'29" EAST 75.47 FEET ALONG SAID SOUTHWESTERLY LINE TO THE BEGINNING OF A 34.50 FOOT RADIUS NON-TANGENT CURVE, CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 83°08'19" EAST;

THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°10'53" AN ARC DISTANCE OF 29.01 FEET;

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**SERIAL NO. 71627A**  
**APN 466-024-19 & 20 (SCE)**

THENCE SOUTH 40°41'42" WEST 188.16 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3,913 SQ. FT. (0.090 ACRES) OF LAND, MORE OR LESS.

STRIP #2

COMMENCING AT SAID POINT "A";

THENCE SOUTH 49°19'29" EAST 34.00 FEET ALONG SAID SOUTHWESTERLY LINE OF THE SOUTHERN CALIFORNIA EDISON COMPANY RIGHT-OF-WAY TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 49°19'29" EAST 10.12 FEET ALONG SAID SOUTHWESTERLY LINE TO A LINE THAT IS 44.12 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID LINE "A";

THENCE NORTH 40°41'42" EAST 183.48 FEET ALONG SAID PARALLEL LINE;

THENCE NORTH 89°54'44" EAST 44.19 FEET;

THENCE SOUTH 49°19'29" EAST 36.56 FEET;

THENCE NORTH 40°40'31" EAST 1.67 FEET TO SAID SOUTHWESTERLY LINE OF THAT CERTAIN 56.00 FOOT STRIP OF LAND DESCRIBED IN THE GRANT DEED TO THE IRVINE COMPANY;

THENCE NORTH 49°19'29" WEST 50.15 FEET ALONG SAID SOUTHWESTERLY LINE;

THENCE SOUTH 89°54'44" WEST 39.61 FEET;

THENCE SOUTH 40°41'42" WEST 188.14 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,378 SQ. FT. (0.055 ACRES) OF LAND, MORE OR LESS.

ALL SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART  
HEREOF.

PREPARED UNDER MY SUPERVISION:

  
JOHN C. BENTLEY, P.L.S. 7223 DATE: 1/02/18

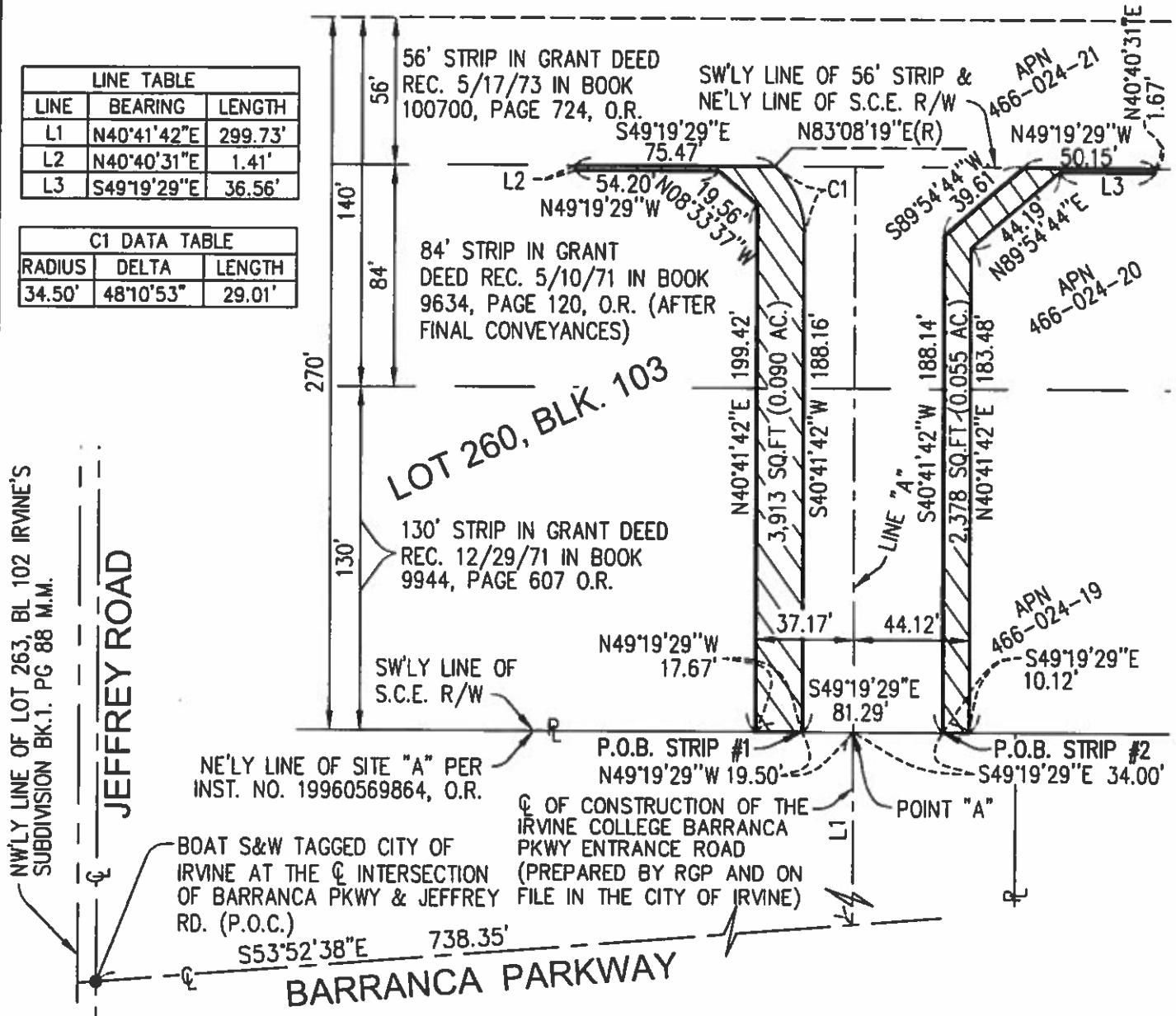


# EXHIBIT "B"

SHEET 1 OF 1

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°41'42"E	299.73'
L2	N40°40'31"E	1.41'
L3	S49°19'29"E	36.56'

C1 DATA TABLE		
RADIUS	DELTA	LENGTH
34.50'	48°10'53"	29.01'



## LEGEND

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

EASEMENT BEING DEDICATED FOR LANDSCAPING PURPOSES

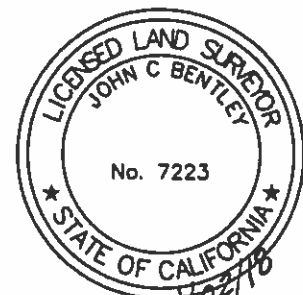
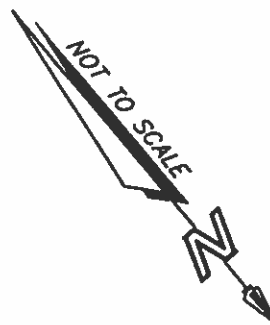
6,291 SQ.FT. (0.055 AC.) MORE OR LESS

TITLE: IRVINE VALLEY COLLEGE  
PLAT TO ACCOMPANY LEGAL  
DESCRIPTION



DAVID EVANS  
AND ASSOCIATES INC.  
4141 Inland Empire Blvd, Suite 250  
Ontario California 91764  
Phone: 909.481.5750

DATE OF PREPARATION: 1/02/18



## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered into as of October \_\_\_\_, 2018 ("Effective Date") by and between SOUTHERN CALIFORNIA EDISON COMPANY, a California corporation ("Seller"), and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a community college district of the State of California ("Purchaser").

### RECITALS

A. Seller owns the real property located in the City of Irvine, County of Orange, State of California as more particularly described in Exhibit "A" attached hereto (the "Property").

B. Purchaser desires to obtain a landscape easement on the Property from Seller, and Seller desires to grant such easement, on the terms and conditions contained herein.

NOW THEREFORE, the parties agree as follows:

1. Easement. Seller agrees to sell to Purchaser, and Purchaser agrees to buy from Seller, a landscape easement on the Property in the form attached hereto as Exhibit "B" (the "Easement"), subject to the terms and conditions contained herein.

2. Purchase Price and Closing. The Purchase Price for the Easement is Seven Thousand Two Hundred Dollars and 00/100 (\$7,200.00) ("Purchase Price"). The Purchase Price shall be paid by Purchaser in the form of a check made payable to "Southern California Edison Company" and delivered to Accounts Receivable per the instructions on the "Request for Advance Payment" attached hereto as Exhibit "C". Full payment of the Purchase Price must be received by Seller prior to Seller's execution of the Easement. Once the Seller has received the Easement, executed and accepted by Purchaser and in recordable form, and the Purchase Price, Seller shall execute and record the Easement in the Official Records of the County of Orange. Seller shall deliver a copy of the recorded Easement to Purchaser for its records upon Seller's receipt of the recorded Easement.

3. Closing Costs. Seller shall pay all recording fees, if any. Purchaser shall pay for the premium, if any, for any title insurance policy procured by Purchaser.

4. Representations by Seller. Seller hereby represents and warrants to Purchaser the following:

(a) Seller has full power and authority to enter into and perform this Agreement;

(b) The execution, delivery and performance of this Agreement by Seller have been duly and validly authorized by all necessary action on the part of Seller and all required consents and approvals have been duly obtained;

(c) The individual(s) executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and therein; and

(d) SCE is the fee owner of the Property and has the right to grant the Easement.

5. Representations by Purchaser. Purchaser hereby represents and warrants to Seller the following:

(a) Purchaser has full power and authority to enter into and perform this Agreement;

(b) The execution, delivery and performance of this Agreement by Purchaser have been duly and validly authorized by all necessary action on the part of Purchaser and all required consents and approvals have been duly obtained; and

(c) The individual(s) executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right and actual authority to bind Purchaser to the terms and conditions hereof and therein.

6. No Assignment. Purchaser shall not assign all or any part of the Purchaser's interest in this Agreement without first having obtained the written consent of Seller.

7. Effective Headings. The subject headings of the paragraphs and subparagraphs of this Agreement are included for convenience only and shall not affect the construction or interpretation of any of its provisions.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the Easement and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties.

9. Counterparts. This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which shall constitute one (1) and the same instrument.

10. Agreement to Perform Necessary Acts. Each party agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions in this Agreement.

11. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the person to whom notice is to be given or, on the second (2<sup>nd</sup>) day after mailing if mailed to the party to whom notice is to be given, by First Class Mail, registered or certified, return receipt requested, postage prepaid and properly addressed as follows:

To Seller at:

Southern California Edison Company  
Real Properties  
2 Innovation Way, 2<sup>nd</sup> Floor  
Pomona, CA 91768  
Attention: Stephanie Tsai

To Purchaser at:

South Orange County Community College District  
5500 Irvine Center Drive  
Irvine, CA 92618  
Attention: Mark Schoeppner

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address to the other party contained herein.

12. Governing Law. This Agreement has been negotiated and entered into in the State of California and shall be governed by, construed and enforced in accordance with the laws of the State of California and according to its fair meaning, and not in favor of or against any party.

13. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all the other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

SELLER:

SOUTHERN CALIFORNIA EDISON COMPANY,  
a California corporation

By: \_\_\_\_\_  
Stephanie Tsai  
Land Services Agent

PURCHASER:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT,  
a community college district of the State of California

By: \_\_\_\_\_  
Ann-Marie Gabel  
Vice Chancellor



EXHIBIT "A"

Property Description

ALL THAT REAL PROPERTY IN THE CITY OF IRVINE, COUNTY OF ORANGE, STATE OF CALIFORNIA, GRANTED TO SOUTHERN CALIFORNIA EDISON COMPANY PER GRANT DEED RECORDED DECEMBER 29, 1971 IN BOOK 9944, PAGE 607, AND GRANT DEED RECORDED MAY 10, 1971 IN BOOK 9634, PAGE 120, BOTH OF OFFICIAL RECORDS OF SAID COUNTY AND STATE.

EXHIBIT “B”

Easement

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

2 INNOVATION WAY, 2<sup>ND</sup> FLOOR  
POMONA, CA 91768

TITLE & VALUATION

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**Landscape Easement**

Location: City of Irvine  
APN: 466-024-19 & 466-024-20  
RP File No.: GRT201118513  
Affects SCE Document(s): 299935 &  
305358

DOCUMENTARY TRANSFER TAX \$ _____		Serial 71627A Service Order 800582272
_____ COMPUTED ON FULL VALUE OF PROPERTY CONVEYED _____ OR COMPUTED ON FULL VALUE LESS LIENS AND ENCUMBRANCES REMAINING AT TIME OF SALE		<b>APPROVED REAL PROPERTIES DEPARTMENT</b>
SO. CALIF. EDISON CO.		
SIGNATURE OF DECLARANT OR AGENT DETERMINING TAX	FIRM NAME	BY KW/gS DATE 5/23/17 7/12/17-10/02/18 SCE Law CCK

SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Grantor", does hereby grant to SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, a community college district of the State of California, hereinafter called "Grantee", an easement for landscape purposes only, excluding irrigation, in, on, under, over, along and across that certain real property in the City of Irvine, County of Orange, State of California, described as follows:

Said landscape easement is more particularly described on the Exhibit "A" and depicted on the Exhibit "B", both attached hereto and by this reference made a part hereof.

SUBJECT TO covenants, conditions, restrictions, reservations, exceptions, encumbrances, rights, easements, leases and licenses, affecting the above described real property or any portion thereof, of record or otherwise disclosed to Grantee.

The foregoing grant is made subject to the following terms and conditions:

1. The said Easement is granted subject to the right of Grantor to construct, maintain, use, operate, alter, add to, repair, replace, reconstruct, enlarge, and/or remove in, on, over, under, through, along, and across the above described real property, electric transmission and distribution lines, and communication lines, together with supporting structures and appurtenances, for conveying electric energy for light, heat, power, and communication purposes, and pipelines and appurtenances for the transportation of oil, petroleum, gas, water, or other substances, and conduits for any and all purposes.
2. Grantor shall not erect or place at any future time any of its facilities so as to unreasonably interfere with the rights of Grantee created by this Easement grant.
3. The said Easement shall be exercised so as not to unreasonably endanger or interfere with the construction, maintenance, use, operation, presence, repair, replacement, relocation, reconstruction, or removal of such electric transmission, distribution, or communication lines, pipelines, or other conduits.
4. Grantee agrees to hold harmless and indemnify Grantor to the fullest extent to which it can legally do so, from and against all claims, liens, encumbrances, actions, loss, damage, expense and/or liability arising from or growing out of loss or damage to property, including Grantor's own

Grant of Easement  
S.C.E., a corporation to  
SOCCCD, a community college district  
Serial No. 71627A  
RP File No.: GRT201118513  
Affects SCE Document(s): 299935 & 305358

property, or injury to or death of persons, including employees of Grantor, resulting in any manner whatsoever, directly or indirectly, by reason of the exercise of the rights hereby granted; provided, however, that this covenant shall not apply in those instances where such claims, liens, encumbrances, actions, loss, damage, expense and/or liability are caused by the sole active negligence of Grantor.

5. Grantee agrees that in the exercise of its rights hereunder, its contractors, employees and other agents will maintain a minimum clearance of thirty (30.00) feet between their equipment and any and all overhead electric conductors.
6. Grantor shall have full unobstructed access to its facilities at all times and the right to clear, keep clear, and remove any and all obstructions of any kind at all times.
7. Grantor reserves for itself the right to trim any tree or trees which may grow in or on the above described real property and which, in the opinion of Grantor, endanger or interfere with the proper operation or maintenance of said electric transmission, distribution and communication lines, to the extent necessary to prevent any such interference or danger.
8. The above described real property is to be used only for the purposes specified herein and in the event:
  - a. said real property is not so used; or
  - b. the project for which this Easement is being granted is abandoned,

the Easement shall thereupon, ipso facto, revert to and merge in the interest of Grantor in the above described real property.

9. Upon termination or reversion of the rights herein granted, Grantee shall execute and deliver to Grantor, within thirty (30) days after service of a written demand therefore, a good and sufficient quitclaim deed to the rights herein given. Should Grantee fail or refuse to deliver to Grantor a quitclaim deed, as aforesaid, a written notice by Grantor reciting the failure or refusal of Grantee to execute and deliver said quitclaim deed as herein provided and terminating this Easement shall, after ten (10) days from the date of recordation of said notice, be conclusive evidence against Grantee and all persons claiming under Grantee of the termination or reversion of the rights herein given
10. As a controlling part of the consideration for the execution and delivery of this instrument by Grantor, the Easement is accepted upon and subject to the express condition that the improvement for which the Easement is given, regardless of the time performed, and any other work or improvement commenced within two years from the date of recording of this Easement (which improvement and other work or improvement are hereinafter sometimes collectively called "Improvement") shall be done without any cost or expense whatsoever to Grantor, and that in the event a special assessment or assessments is or are levied by an authorized lawful body against the real property of Grantor for the Improvement, Grantee agrees that it will reimburse Grantor and it shall be the binding obligation of the Grantee to reimburse Grantor for the full amount of any and all such special assessment or assessments so levied for said Improvement and paid by Grantor.

Grant of Easement  
S.C.E., a corporation to  
SOCCCD, a community college district  
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11. Also as a controlling part of the consideration for the execution and delivery of this instrument by Grantor, Grantee covenants, for itself, its successors and assigns, to construct and maintain the improvement to be located on the above described real property at its own expense.
12. Grantee hereby recognizes Grantor's title and interest in and to the above described real property and agrees never to assail or resist Grantor's title or interest therein.
13. This Grant of Easement is executed subject to General Order No. 69-C, of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated herein by this reference. As set forth in General Order No. 69-C, this grant is made conditional upon the right of SCE either on order of the Public Utilities Commission or on SCE's own motion to resume the use of the property in question (including, but not limited to the removal of any obstructions) whenever, in the interest of SCE's service to its patrons or consumers, it shall appear necessary or desirable to do so. Grantee agrees to comply with all applicable federal, state and local laws and regulations.
14. Grantee agrees that all construction equipment, when not in use, shall be parked clear of Edison's right of way and/or rendered immobile.
15. Grantee agrees to maintain the above described real property.
16. In case of a suit to enforce any terms, covenants or conditions of this Easement, Grantee agrees to pay Grantor in addition to any other recovery or relief for which Grantor may be entitled, a reasonable attorney's fee to be fixed and allowed by the Court.
17. Any notice provided herein to be given by either party hereto to the other may be served by depositing in the United States Post Office, postage prepaid, a sealed envelope containing a copy of such notice and addressed to said other party at its principal place of business.
18. The two-year limitation contained in paragraph 10 above to the contrary notwithstanding, Grantee agrees that it will reimburse Grantor for the full amount of any and all special assessment or assessments levied for curbs, driveways, sidewalks and/or other improvements which may at any time be installed at this location, which special assessment or assessments have been paid by Grantor.
19. Upon the termination or reversion of the rights herein granted, Grantee shall at its own risk and expense remove said landscaping and restore said above described real property as nearly as possible to the same state and condition that it was in prior to any construction of said facilities, but if it should fail to do so within sixty (60) days after such termination, Grantor may do so at the risk of Grantee, and all cost and expense of such removal and the restoration of said premises as aforesaid, together with interest thereon at the rate of ten percent (10%) per annum shall be paid by Grantee upon demand.
20. Grantee agrees that all metallic structures installed within the above described real property shall be adequately grounded.
21. Grantee agrees that no additional structures will be installed on the above described real property.
22. Grantee agrees that the construction of the landscaping must be adequately sloped, so as to provide Grantor through access across the above described real property.

Grant of Easement  
S.C.E., a corporation to  
SOCCCD, a community college district  
Serial No. 71627A  
RP File No.: GRT201118513  
Affects SCE Document(s): 299935 & 305358

23. Grantee agrees not to store flammable materials nor store any vehicle on the above described real property.
24. Any trees or plants within the above described real property shall be maintained by Grantee and shall not exceed a height of fifteen (15) feet.
25. The use of the neuter gender herein will, when appropriate, be construed to mean either the masculine or feminine gender or both. Unless expressly provided elsewhere, herein to the contrary, the terms, covenants and conditions of this Easement shall inure to the benefit of and are binding upon the heirs, successors, representatives and assigns of the parties hereto.

IN WITNESS WHEREOF, said Southern California Edison Company has caused this instrument to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SOUTHERN CALIFORNIA EDISON COMPANY,  
a corporation

By: \_\_\_\_\_  
Stephanie Tsai  
Land Services Agent  
Land Management Division  
Real Properties Department

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 )

County of \_\_\_\_\_)

On \_\_\_\_\_ 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 \_\_\_\_\_

Grant of Easement  
S.C.E., a corporation to  
SOCCCD, a community college district  
Serial No. 71627A  
RP File No.: GRT201118513  
Affects SCE Document(s): 299935 & 305358

GRANTEE, does hereby accept the above and foregoing Easement upon and subject to all of the terms, covenants and conditions therein contained, and does hereby agree to comply with and perform each and all of said terms, covenants and conditions.

DATED as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT, a community college  
district of the State of California

By: \_\_\_\_\_  
Ann-Marie Gabel  
Vice Chancellor of Business Services

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State of California )

County of \_\_\_\_\_)

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**STRIP #1**

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THENCE NORTH 08°33'37" WEST 19.56 FEET;

THENCE NORTH 49°19'29" WEST 54.20 FEET;

THENCE NORTH 40°40'31" EAST 1.41 FEET TO THE SOUTHWESTERLY LINE OF THAT CERTAIN 56.00 FOOT STRIP OF LAND DESCRIBED IN THE GRANT DEED TO THE IRVINE COMPANY RECORDED IN BOOK 10700, PAGE 724 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 49°19'29" EAST 75.47 FEET ALONG SAID SOUTHWESTERLY LINE TO THE BEGINNING OF A 34.50 FOOT RADIUS NON-TANGENT CURVE, CONCAVE WESTERLY, A RADIAL LINE TO SAID POINT BEARS NORTH 83°08'19" EAST;

THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°10'53" AN ARC DISTANCE OF 29.01 FEET;



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**SERIAL NO. 71627A**  
**APN 466-024-19 & 20 (SCE)**

THENCE SOUTH 40°41'42" WEST 188.16 FEET TO THE POINT OF BEGINNING.

CONTAINING: 3,913 SQ. FT. (0.090 ACRES) OF LAND, MORE OR LESS.

STRIP #2

COMMENCING AT SAID POINT "A";

THENCE SOUTH 49°19'29" EAST 34.00 FEET ALONG SAID SOUTHWESTERLY LINE OF THE SOUTHERN CALIFORNIA EDISON COMPANY RIGHT-OF-WAY TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 49°19'29" EAST 10.12 FEET ALONG SAID SOUTHWESTERLY LINE TO A LINE THAT IS 44.12 FEET SOUTHEASTERLY OF AND PARALLEL WITH SAID LINE "A";

THENCE NORTH 40°41'42" EAST 183.48 FEET ALONG SAID PARALLEL LINE;

THENCE NORTH 89°54'44" EAST 44.19 FEET;

THENCE SOUTH 49°19'29" EAST 36.56 FEET;

THENCE NORTH 40°40'31" EAST 1.67 FEET TO SAID SOUTHWESTERLY LINE OF THAT CERTAIN 56.00 FOOT STRIP OF LAND DESCRIBED IN THE GRANT DEED TO THE IRVINE COMPANY;

THENCE NORTH 49°19'29" WEST 50.15 FEET ALONG SAID SOUTHWESTERLY LINE;

THENCE SOUTH 89°54'44" WEST 39.61 FEET;

THENCE SOUTH 40°41'42" WEST 188.14 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,378 SQ. FT. (0.055 ACRES) OF LAND, MORE OR LESS.

ALL SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

PREPARED UNDER MY SUPERVISION:

  
JOHN C. BENTLEY, P.L.S. 7223 DATE: 1/02/18

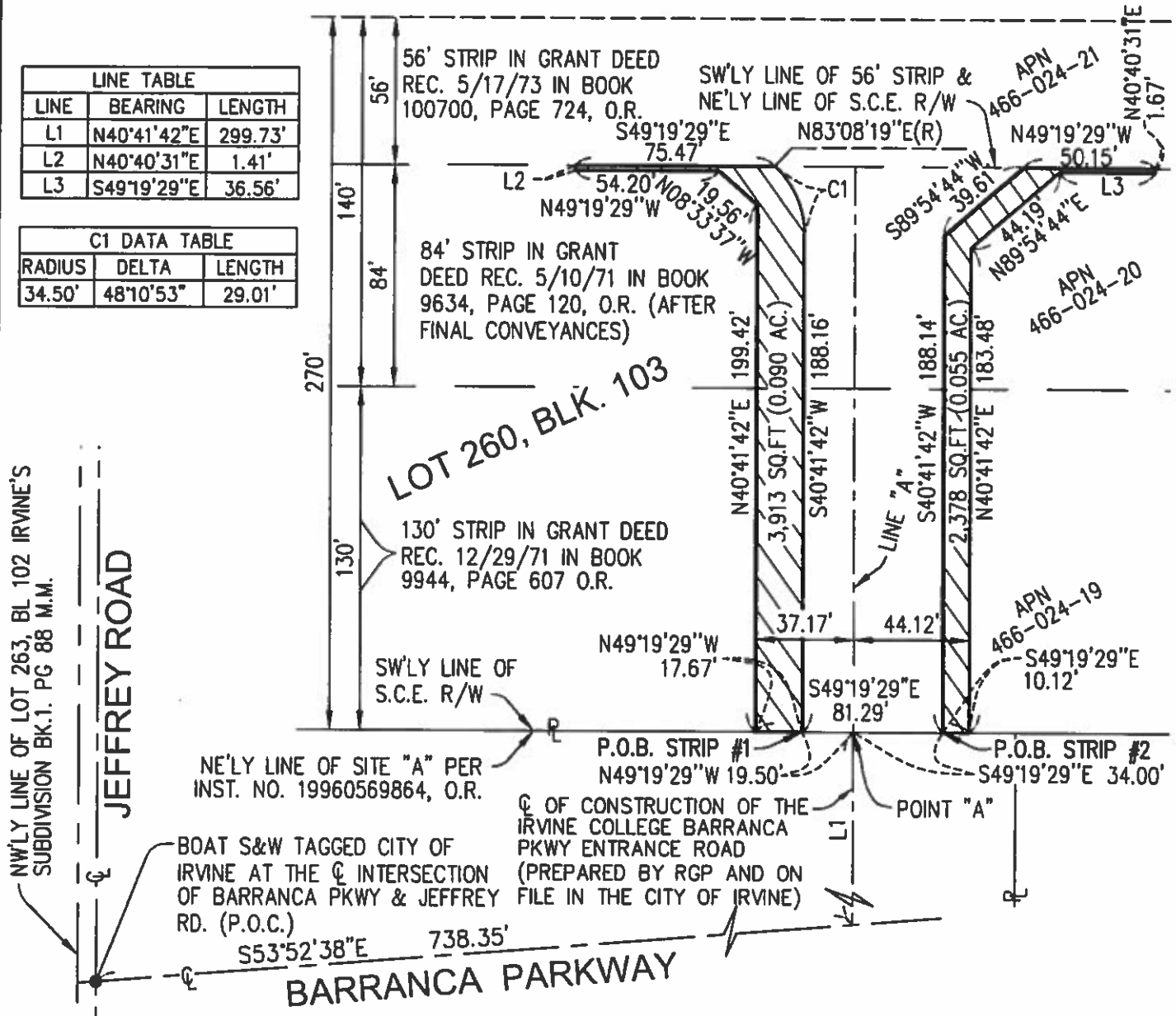


# EXHIBIT "B"

SHEET 1 OF 1

LINE TABLE		
LINE	BEARING	LENGTH
L1	N40°41'42"E	299.73'
L2	N40°40'31"E	1.41'
L3	S49°19'29"E	36.56'

C1 DATA TABLE		
RADIUS	DELTA	LENGTH
34.50'	48°10'53"	29.01'



## LEGEND

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING

EASEMENT BEING DEDICATED FOR LANDSCAPING PURPOSES

6,291 SQ.FT. (0.055 AC.) MORE OR LESS

**TITLE: IRVINE VALLEY COLLEGE  
PLAT TO ACCOMPANY LEGAL  
DESCRIPTION**



**DAVID EVANS  
AND ASSOCIATES INC.**

4141 Inland Empire Blvd, Suite 250  
Ontario California 91764  
Phone: 909.481.5750

DATE OF PREPARATION: 1/02/18

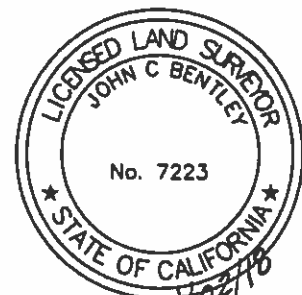
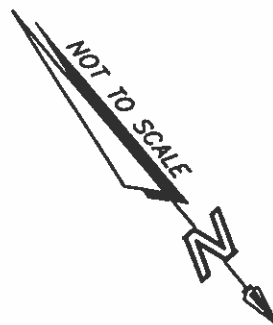


EXHIBIT “C”

Request for Advance Payment

# Request For Advance Payment

SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT  
5500 IRVINE CENTER DR  
IRVINE, CA 92618

Document # 7590154153  
Document Date 06/06/2018  
Customer # 10049840  
SCE Contact Stephanie Tsai  
Telephone # 909-274-1885  
(RP)

Description	Amount
Advance Payment - Grant Out - Consideration	\$7,200.00
SCE Project# : 201118513	

**If paying by check, please follow instructions on bill stub below**


**Instructions for wire or ACH payments:**  
**JP Morgan Chase Bank**  
**New York, NY**

**ABA#: 021000021 Acct#: 323-394434**  
**SCE Taxpayer ID No. 95-1240335**

**Ref: Customer# 10049840 - Document# 7590154153 - Stephanie Tsai**

**Failure to properly identify your customer and document number may delay your project**

Please detach and return payment stub with payment

Cut Here 

## Payment Stub

**\$7,200.00**

Customer 10049840  
Document 7590154153

Enter the amount you  
paid \$

(RP)

Make check payable to Southern California Edison.  
Please include customer and document# on the check.

SOUTH ORANGE COUNTY COMMUNITY  
COLLEGE DISTRICT  
5500 IRVINE CENTER DR  
IRVINE, CA 92618

Southern California Edison  
Attn: Accounts Receivable  
PO Box 800  
Rosemead, CA  
91771-0001

**TO:** Board of Trustees

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

**RE:** SOCCCD: Grant Award from the California Community College Chancellor's Office to Irvine Valley College, Awards for Innovation in Higher Education

**ACTION:** Approval

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### **BACKGROUND**

In March 2018, the California Community College Chancellor's Office (CCCCO) released the Awards for Innovation in Higher Education grant. The awards are designed to support breakthrough innovations at California community colleges. Irvine Valley College (IVC), submitted a proposal to address the equity gaps associated with student veteran achievement. The proposal, Objective Rally Point 2 Veterans Resource Centers (ORP2VRC), provides a framework to enhance the CCCCCO's military student population experience. The proposal brings veterans best practices to all California community college veterans centers.

### **STATUS**

Irvine Valley College, selected as one of eleven awardees in the State, is awarded \$2,000,000. The funding will be used to develop a replicable guided pathways model that incorporates a structured educational experience for veterans. The grant application abstract, as presented in EXHIBIT A, provides pertinent details for the multi-year granting period July 1, 2018 through June 30, 2021. The award notification and project description are presented in EXHIBITS B and C.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the award from the California Community Colleges Chancellor's Office for the Awards for Innovation in Higher Education grant for \$2,000,000 and authorize the Vice Chancellor of Business Services to enter into this agreement.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
UNIT APPLYING: IRVINE VALLEY COLLEGE**

- ( ) GRANT APPLICATION ABSTRACT  
(X) GRANT ACCEPTANCE ABSTRACT  
( ) GRANT RENEWAL ACCEPTANCE ABSTRACT  
( ) REVISIONS TO ACCEPTANCE ABSTRACT

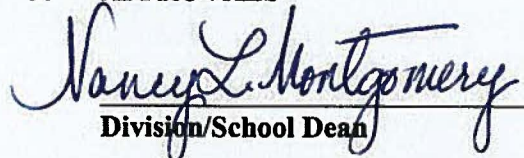
1. **PROJECT TITLE:** Objective Rally Point 2 Veterans Resource Centers (ORP2VRC)
2. **PROJECT DIRECTOR:** Nancy Montgomery
3. **PROJECT ADMINISTRATOR:** Linda Fontanilla
4. **GRANTOR AGENCY:** California Community Colleges Chancellor's Office (CCCCO)
5. **FUNDING SOURCE:** State of California, 2017-18 Budget
6. **STARTING AND ENDING DATES OF THE PROJECT:** 07/01/2018 – 06/30/2021

7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**  
The Objective Rally Point 2 Veterans Resource Centers (ORP2VRC) is a replicable guided pathways model that incorporates clear, coherent, and structured educational experiences to guide student veterans effectively and efficiently from the onset of their point of entry. To address the equity gaps associated with student veterans' achievement, ORP2VRC will provide a structured framework to enhance the CCCCCO's military student population experience. ORP2VRC incorporates essential best practices targeting each student veteran. This integrated approach has shown excellent results in student veteran GPA, persistence, and completion rate increases, all while decreasing unit accumulation. Assistant Dean of Health, Wellness, and Veterans Services, Nancy Montgomery, will lead this statewide initiative to bring veterans best practices to California Community College Veterans Centers.

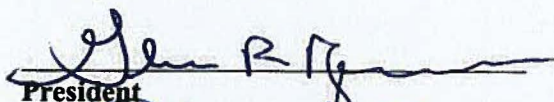
8. **SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$1,923,077.00	\$	\$76,923.00	\$2,000,000.00

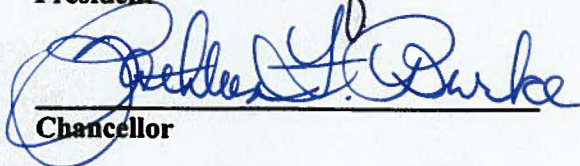
9. **APPROVALS**

  
Division/School Dean

  
Vice President of Instruction/Students

  
President

  
Vice Chancellor, Technology & Lrng Serv

  
Chancellor

**EXPENDITURES SUMMARY**

The Expenditures Summary should follow the standard expenditure categories as used in the operating budget.

	<b>GRANT</b> (Amount)	<b>MATCHING*</b> (In-Kind/Actual)	<b>SOURCE OF MATCH</b> (Partnership/College/Vendor)
<b>1000 Certificated Salaries</b>	\$ <u>270,421.00</u>	\$ _____	_____
<b>2000 Classified Salaries</b>	\$ <u>374,951.00</u>	\$ _____	_____
<b>3000 Benefits</b>	\$ <u>397,578.00</u>	\$ _____	_____
<b>4000 Supplies</b>	\$ <u>17,027.00</u>	\$ _____	_____
<b>5000 Contracted Services and Other Expenses</b>	\$ <u>863,100.00</u>	\$ _____	_____
<b>6000 Capital Outlay</b>	\$ <u>0.00</u>	\$ _____	_____
<b>7000 Other Charges</b> (e.g.: Indirect Costs)	\$ <u>76,923.00</u>	\$ _____	_____
<b>TOTALS</b>	\$ <u>2,000,000.00</u>	\$ _____	_____

\*Matching Funds: "In-Kind" matching funds are usually allocations of existing personnel, space, supplies, and equipment.

**PROJECT PERSONNEL** (reflects the Expenditure Detail above)

	<b><u>Positions</u></b>	<b><u>Full-Time</u></b>	<b><u>Part-Time</u></b>	<b><u>New</u></b>	<b><u>Existing</u></b>
1.	Clerical Assistant Categorical, Range 113 (100%)	[X]	[ ]	[X]	[ ]
2.	Program Assistant Categorical, Range 118 (100%)	[X]	[ ]	[X]	[ ]
3.	Veterans Resource Center Supervisor Categorical Manager, Range 05 (50% of FT position)	[ ]	[X]	[ ]	[X]
4.	Asst. Dean, Health/Wellness/Veterans Classified Administrator, Range 20 (25% of FT position)	[ ]	[X]	[ ]	[X]
5.	Dedicated Veterans Counselor Part-time faculty	[ ]	[X]	[ ]	[X]

**PARTNERSHIPS** (if applicable)**Partnership Name/Location**

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit      •Financial

**Partnership Name/Location**

•Retail	•Technology	•Real Estate Public	•Public: City, Education, Municipalities
•Hospitality	•Health Care	•Manufacturing	•Charitable Non-Profit      •Financial



STATE OF CALIFORNIA

ELOY ORTIZ OAKLEY, CHANCELLOR

**CALIFORNIA COMMUNITY COLLEGES  
CHANCELLOR'S OFFICE**

1102 Q STREET, SUITE 4400  
SACRAMENTO, CA 95811-6549  
(916) 322-4005  
<http://www.cccco.edu>



June 21, 2018

Glenn Roquemore, Superintendent/President  
Jim Buysse, Chief Business Officer  
Nancy Montgomery, Award Submitter

Re: Guidelines for Award Recipients for 2017-18 Innovation in Higher Education

Dear Awardee:

Congratulations on your selection for a 2017-18 Innovation in Higher Education Award. The Board of Governors has confirmed your institution's nomination for an award for \$2,000,000.

The Chancellor's Office Institutional Effectiveness (IE) division will oversee awards distributions via the apportionment process. In the June 2018 apportionment, the IE division authorized an initial distribution of ninety percent of the total award amount. Please refer your district office to the 2017-18 Second Principal Apportionment memorandum for specific information. The remaining ten percent will be distributed in the February 2019 apportionment pending receipt of completed documentation as requested below.

The IE division requests that awardees provide contact information to facilitate future communications (see Attachment A). We request that awardees submit this information along with a proposed project timeline (Attachment B) and a project budget (Attachment C) by December 15, 2018.

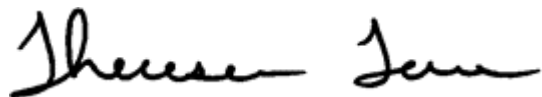
As noted in the application, awardees are asked to develop a How-To Guide or toolkit that will promote dissemination. We request that a minimum of \$50,000 be allocated from the award to support this purpose. Specific instructions for the toolkits will be posted to the Innovation Awards website ([innovation.cccco.edu](http://innovation.cccco.edu)).

Furthermore, awardees will be asked to report a summary of activities and outcomes for the student populations identified in their applications (Attachment D). Reports will be due to the Chancellor's Office in June 2019 and June 2021.



For any questions regarding the 2017-18 Innovation Awards, please contact Anneliese Mondorf at (916) 445-8504 or [amondorf@cccco.edu](mailto:amondorf@cccco.edu).

Sincerely,

A handwritten signature in black ink, appearing to read "Theresa Tena". The signature is fluid and cursive, with the first name "Theresa" and last name "Tena" clearly distinguishable.

Theresa Tena  
Executive Vice Chancellor, Institutional Effectiveness & Innovation  
California Community Colleges Chancellor's Office

cc: Anneliese Mondorf, Chancellor's Office  
Jubilee Smallwood, Chancellor's Office  
Sandra Fried, Foundation for the California Community Colleges  
Beth Kay, Foundation for the California Community Colleges

#### Attachments

Attachment A–Contact Information  
Attachment B–Proposed Project Timeline Template  
Attachment C–Budget Template  
Attachment D–Reporting Requirements & Progress Report Template

# AWARDS FOR INNOVATION IN HIGHER EDUCATION

## Letter of Assurance

I assure that I have read and support this application. I understand that, if this application is chosen for an award, South Orange County Community College District will serve as the fiscal agent for the award and that the responsibility of the fiscal agent includes distribution of funds to any of the participants in the application pursuant to any agreement between the participants. I also understand that, if this application is chosen for an award, the Chancellor's Office will require collaboration to disseminate the practices outlined herein and may request submittal of reports or other information.

### Fiscal Agent Signature



### Title

Vice Chancellor, Business Services

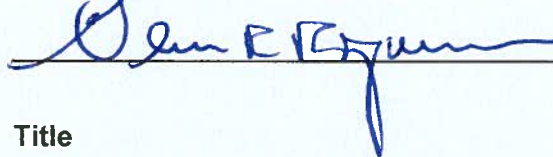
### Date

3/15/18

RB

### President/CEO Signature

(if different from fiscal agent)



### Title

President, Irvine Valley College

### Date

3/14/18

**Abstract:**

In alignment with the California Community College (CCC) Pathways program, Irvine Valley College's (IVC) Objective Rally Point 2 Veterans Resource Centers (ORP2VRC) has created a replicable guided pathways model that incorporates clear, coherent, and structured educational experiences that guide student veterans effectively and efficiently from the onset of their point of entry. As a historically disenfranchised student population, countless student veterans arrive at CCCs with physical and emotional traumas stemming from combat, lack college readiness, and have civilian adjustment difficulties. These societal reintegration challenges, coupled with the added stressors associated with Post-911 G.I. Bill entitlement limitations, put CCC student veterans at-risk of abandoning their academic and career pursuits.

To address the equity gaps associated with student veteran achievement, ORP2VRC was created to provide a structured framework to enhance IVC's military student population experience. Similar to the four dimensions of the Pathways Model, ORP2VRC incorporates essential best practices targeting each student veteran including: initial new student intake, continuous assessment of personal, educational, and career needs, structured onboarding process, accelerated remediation, intervention tracking systems and resources, fully charted individualized program maps and transfer pathways, proactive academic and career advising, and milestone nudges based on course and/or unit completion. ORP2VRC's integrated approach has shown excellent results in student veteran GPA, persistence, and completion rate increases, all while decreasing unit accumulation.

ORP2VRC framework was built by utilizing longitudinal data collection and practice based research, all while bridging partnerships with campus and community stakeholders. Our core value is guided by the pursuit of student veteran holistic success, and is in alignment with our staple fundamental: student veterans need targeted support while learning and acclimating into civilian life. Effective guidance, monitoring, continuous feedback, and proactive intervention are critical to veteran success.

---

**From the perspective of the student population, referred to in the introduction, what was the problem your innovation helped to address on your campus, college or district?**

In 2014, Irvine Valley College (IVC) opened their Veteran Resource Center (VRC) and annually serves over 850 veterans. With two active military bases located within close proximity of the college (Camp Pendleton Marine Corps Base and Los Alamitos Joint Army Base), the vast majority of IVC's military student body makeup consists of Marine Corps and Army veterans. Of these students, 78% of the population have served in either the Iraq or Afghanistan conflicts. As the first "boots on the ground," Marines and Army personnel have endured prolonged trauma and stress exposure as the result of war and may suffer lasting physical and psychological injuries that can cause complications within a collegiate setting.

The Department of Defense's (DoD) revamped Transition Goals, Plan, Success (GPS) program, a mandatory participatory component pre-separating service members complete prior to military discharge, is designed to provide personal counseling, disability claims processing, employment support, and educational guidance. However, with each military branch given autonomy in



designing their own Transition GPS program, coupled with the ongoing job priorities of service members, access to this information is often lacking. Consequently, as active duty service members attempt to move out of the military, numerous personnel may be separating without adequate support and cultural capital relating to employment and educational guidance to assist in their successful transition to civilian status.

These problems present unique challenges to veterans attempting to acclimate as civilians while managing the academic expectations needed for college success. To compound the dilemma, over 245,000 Post-9/11 service members are anticipated to discharge from the military through 2019 (GAO, 2014), which may add to the over 86,000 student veteran population attending our California Community Colleges (CCC).

In order to fully comprehend the barriers IVC student veterans experience, the VRC conducted an initial needs assessment and discovered concerning results. The survey identified 45% of IVC veterans screening positive for post-traumatic stress disorder (PTSD), 40.5% experiencing concerns about depression, and 36.5% expressing concerns with anxiety (Figure 1.1). Additionally, IVC veterans had an increased need for course remediation (72% for math and 48% for English), lacked personal support systems, had limited financial resources (earning less than \$20,480 annually), and exhausted the vast majority of their G.I. Bill benefit entitlement due to unit accumulation.

These barriers were addressed by implementing a coordinated programmatic framework emphasizing a holistic, student-centered approach. The ORP2VRC program aimed at providing a structured onboarding process to promote suggested course enrollments and decision making, all while enhancing each veterans experience through the integration of campus and community support services. This approach promoted educational success within our population, and increased persistence, retention, graduation, and transfer rates. Further, the ORP2VRC framework showed positive results for decreasing harmful behaviors, suicide ideation, and depression within our community.

---

**#2 Briefly describe the practice your college needed to change. Precisely describe the innovation and how it addressed the problem outlined in Question 1.**

Prior to implementing a guided pathways model in the VRC, the success rates of the IVC student veteran community were dismal. During the fall 2014 semester, the IVC student veteran cohort (N=151) were earning less units, and had an inferior cumulative grade point average (GPA) and success rate when compared to the general student population (Figure 2.1).

In order to reduce these equity gaps, ORP2VRC was implemented with the primary goal of improving rates of college completion, transfer, and workforce placement. The ORP2VRC framework provides clear and structured experiences to the IVC student veteran population which assists in helping veterans clarify, commence, and stay on their path from the onset. In order to accomplish this, various components were adopted in the VRC including:

### **New student intake**

Prior to course enrollment, all new IVC veterans are required to complete a new student intake form (Figure 2.2). This intake creates a structured onboarding process to provide veterans with actionable information required for success. This information is discussed in detail with the veterans via staff members and peer mentors, and appropriate resources are provided.

### **Peer mentors**

Each new IVC veteran is assigned a student veteran peer mentor. This point of contact provides intensive support to their mentee via phone, in-person meetings, and emails by conducting routine academic semester checks, wellness check-ins, and referrals to on-and off campus resources.

### **Mandatory career assessment**

Each new student veteran is required to complete an initial career assessment and career exploration exercise with the veterans' counselor to assist in understanding interests, personality, values, and skills and the relation of these components to meta-majors and career clusters.

### **My Academic Plan (MAP)**

Prior to course enrollment, each new student veteran is required to choose a program and complete a comprehensive MAP that fully charts the correct pathway and sequencing of courses from start to finish.

### **Ongoing intrusive academic advising**

In an effort to keep students on their path, the VRC requires each veteran to meet with the counselor prior to the start of the next semester. During the meeting, the counselor evaluates progress, time remaining for program completion, educational experience, career aspirations, and provides resources as needed.

### **Nudges**

ORP2VRC routinely sends out nudges via email, texts, and My Site (student portal) alerts. These nudges include information concerning registration appointments, financial aid submission and transfer/graduation deadlines, course selection/recommendations, unit completion milestones, and others. Additional personalized nudges are sent based on the information provided on the intake form.

### **Extremely Early Support Innovation (EESI)**

The IVC VRC staff routinely monitor each veteran's early alert notifications sent from faculty. When intervention is required, the staff intervenes and provides appropriate resources when needed.

### **Veterans Orientation**

As part of the onboarding process, the VRC provides a veterans orientation prior to each semester. The orientation provides veterans with campus and community resource information, registration assistance, G.I. Bill updates, and others.

### **VRC tutoring**

Academic tutoring is provided daily in gateway courses such as English, math, and science.

---

### **#3 How did your campus, college or district scale, or begin to scale this innovation?**

Prior to 2014, the IVC VRC served primarily as a “hang-out lounge” for veterans. The center provided no programmatic activities, resources, or support services for the IVC veteran population. Consequently, a program culture aligned around veteran success was non-existent.

In 2014, the VRC began providing student support services, however, most were given on a reactive basis when problems arose. In an effort to be proactive and address the bleak success rates of the IVC student veteran population, ORP2VRC was launched during the fall 2015 semester and targeted the entire campus veteran population. As a direct result of delivering higher levels of structure and student support, the success rates of our veteran population has shown positive increases.

Overall, the campus veteran population has shown dramatic increases in transfer level math completion (Figure 3.1), transfer achievement (Figure 3.2), degrees and certificates awarded (Figure 3.3), and a decrease in unit accumulation (Figure 3.4). Further, since hiring a veteran trained psychologist through soft funds, a decrease in veteran depression, anxiety, and PTSD rates have occurred (Figure 3.5). Finally, by integrating structured and timely support services through the ORP2VRC program, the number of visits to the VRC have risen significantly (Figure 3.6).

As a result of the success/innovative practice of the program, IVC recognized as a best practice VRC throughout California for the last 4 years. As pioneers of collecting/evaluating data in a VRC setting, our team began scaling this innovation by providing reports to district administration, sharing policy/best practices with our Veterans Region 8 Consortium partners, and delivering presentations at veterans conferences. Additionally, IVC is the lead college to advocate for VRC funding, and requested by the Chancellor’s Office to educate interested colleges in the assessment, analysis, and professional development needed to implement a successful VRC. This training can be scaled throughout the CCC system by implementing the ORP2VRC replicable model within each VRC.

Although our structured pathway program has experienced early success, we are not resting on our laurels. In order to meet the goals outlined in the CCCO Vision for Success, the ORP2VRC has recently implemented the Veteran Intervention Success System (VISS) (Figure 3.7). Inspired by Bucknell University’s coordinated intervention planning for student support (Deloitte, 2017) model, VISS uses predictive analytics to assess the likelihood of IVC veteran academic success. The goal of VISS is to predict the likelihood of success and reduce potential exit points or academic impediments veterans continually face.



After completion of their first semester, each IVC veteran is assigned a success score using attribute data from the survey (Figure 3.7). If a veteran meets (or exceeds) each VISS attribute, they are assigned a score of seven and therefore more likely to succeed in their second semester. However, if a veteran does not meet an attribute, they are assigned a zero resulting in a triggered intervention. The VISS instrument is case managed by VRC staff who intervene to provide assistance tailored to that specific student. This information is disseminated to the student through phone calls, emails, and personalized nudges.

**#4 explain in detail the specific barriers that were addressed to begin scaling the innovation across the campus, college, or district.**

Barriers are obstacles that keep people apart or prevents communication and progress. The implementation of new programs often experience some form of a barrier which can be viewed as a “learning opportunity.” One of our first learning opportunities was the lack of communication and sharing of information regarding veteran’s academic progress in classes. The obstacles experienced derived primarily from faculty who were reluctant to share veteran course progress, or did so but not in a timely manner. To address this barrier, the VRC staff reached out to instructional faculty by inviting everyone to our monthly “meet and greets,” and by delivering presentations during department meetings. These presentations provided faculty with information about the services in the VRC, and strategies when working with the veteran population. The underlying goal was to collaborate to identify strategies to ensure the IVC veteran population experienced a smooth transition into the classroom, and were successful in their studies.

Other barriers included developing communication systems that veterans would view and utilize. From the onset, communication between VRC staff and student veterans was problematic. Students rarely received information VRC staff disseminated. To address this barrier, the VRC conducted focus groups of IVC student veterans to ascertain the appropriate communication channels that met their needs. To our surprise, veterans preferred communication in different channels depending on the importance of the information. Veterans preferred Mysite reminder to-do lists and other nudges for future items of concern, email blasts and newsletters for general information, and pertinent information through phone calls or text messages.

The last barrier was educating the IVC community regarding veterans’ specific generalizations and stereotypes that were circulating campus wide. Concerns such as removing the “stigma” that all veterans have PTSD or mental health issues was of paramount importance. Our veteran trained psychologist presented several times per semester to staff and faculty about military customs and culture, PTSD identification and symptoms, and intervention techniques when working with those with trauma. Education in the form of email blasts and pamphlets regarding mental health workshops have been provided along with presentations to faculty Senate, division meetings, and classified staff presentations. Staff/faculty now understand how to intervene, refer student’s for help, and whom to call for support.

**5. Explain how your campus or district will collaborate with the Chancellors office to disseminate this innovation throughout the state to benefit other colleges seeking to solve a student success issue.**

IVC partnered with the Chancellors office, BOG, and the State Legislature to advocate for funding for all 114 VRCs in the CCC system. Funding was approved for \$12 million, however, many colleges have no knowledge of the steps needed for successful VRC implementation including program guidelines, forming community partnerships, or providing adequate support services. This grant will provide assessment, policy, and guidance for all 114 CCC VRCs to implement and build their veteran services with the new state funding. The vision for change will enable institutions to respond with student centered strategies that holistically address critical parts of the student experience that are correlated to success within the veteran population.

The services for veterans include academic, nonacademic, career, personal, financial, health, and holistic well-being. Our internal and external research (surveys, practices, and structured systems) have produced desirable outcomes, all while engaging each student with high levels of support.

**Our ORP2VRC scaling process will follow the path below:**

**Total Request for funding: \$2 million over 4 years (2018-2022)**

1. *Hire staff to collect data at 114 colleges.* IVC will lead the project and work with 2 colleges to collect and disseminate data, all while creating successful VRC programs throughout the State. IVC (lead college and collect data @ Southern Colleges) will partner with Las Positas College (Northern Colleges) and Pasadena College (Mid State colleges).

- **Responsible:** VRC Directors at IVC- Nancy Montgomery, Las Positas-Todd Steffan, and Pasadena-Patty D'Orange-Martin and a team of staff.
- **Timeline:** Summer 2018-Fall 2018.
- **Cost of Partner Colleges:** IVC \$250,000 (staff, research costs, data assimilation, webmaster), Las Positas \$125,000(staff, data collection), Pasadena \$125,000 (staff, data collection).

2. *Data Gathering/Collection:* Utilizing the ORP2VRC model and prior to full implementation, the team will conduct a baseline assessment of 114 campuses which will include veteran surveys, examining veteran demographic characteristics, and analyzing current practice using the "Designing for Success Assessment" diagnostic (Figure 5.1).

- **Responsible:** Directors and staff.
- **Timeline:** Spring 2019-spring 2020.

3. *Develop/Schedule training sessions:* Partner with David Lawrence, Veteran Services Specialist CCCCCO, to provide regional and individual college training regarding VRC initial set-up, integration of VRC services, self-study using "Designing for Success Assessment" diagnostic, properly utilizing collected data, effective program coordination, and implementation. Additionally, provide Suicide Intervention Train the Trainer sessions to each



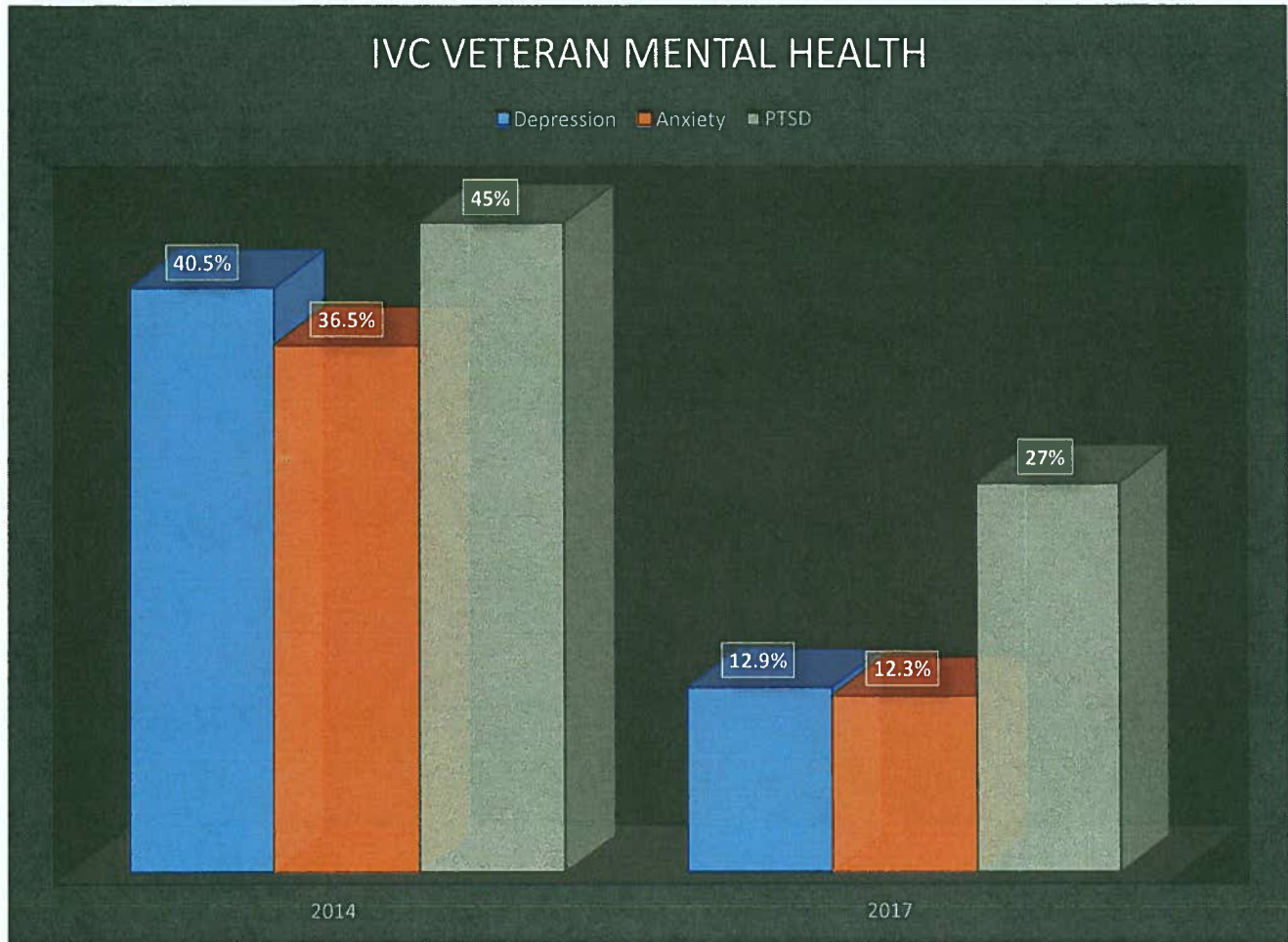
VRC. Resources provided include VRC training manuals given to each VRC, veteran intake form, and development of an online dedicated one-stop repository of resources and tools website for VRC staff to assist those working with student veterans.

- **Responsible: Directors and staff**
- **Timelines: summer-2020-Summer-2021**

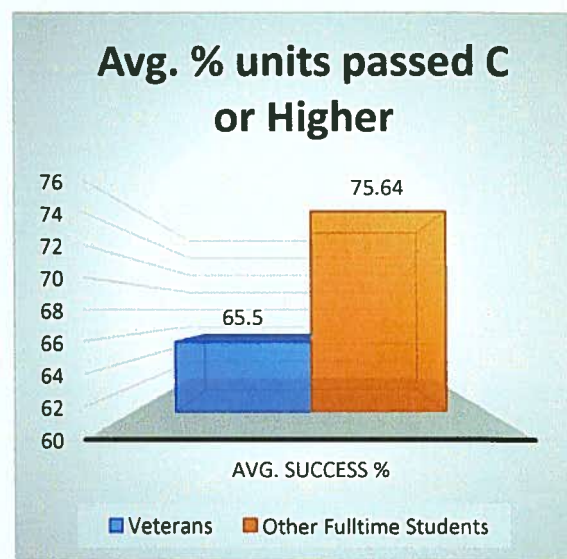
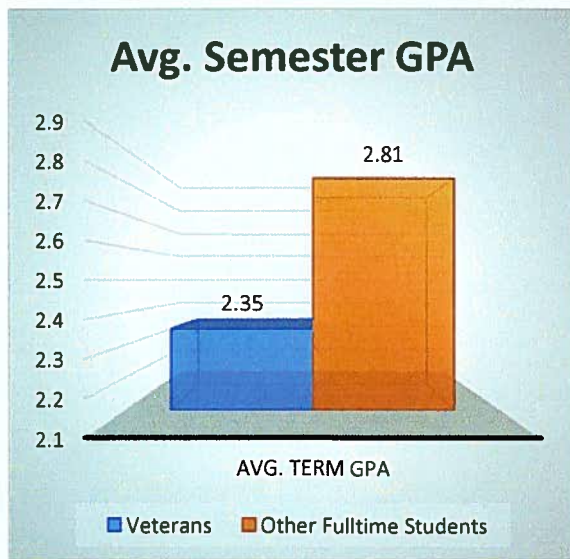
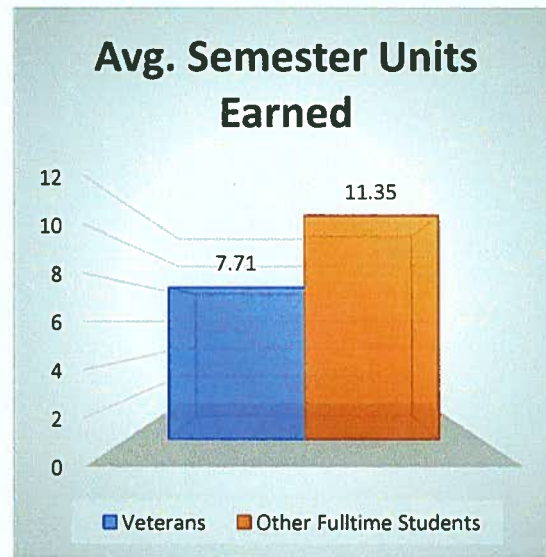
5. *Final Review/Report*: Evaluation of process/outcomes and follow-up at each campus. Provide support where needed. Submit report to David Lawrence, Chancellors Office for Vet List Serve dissemination, BOG presentation, and process/outcomes to all 114 colleges and Legislative updates.

- **Responsible: Directors/staff**
- **Timeline: Fall-2021-Spring-2022**

Figure 1.1:



**Figure 2.1: Fall 2014 Equity Gap**



**Figure 2.2**



## VETERAN SERVICES

Student Services Building - Room 1205500 IRVINE CENTER DR, IRVINE, CA 92618  
PHONE: (949) 451-5296 | FAX: (949) 451-5666 | IVCVETS@IVC.EDU

### GETTING STARTED PACKET

Last Name: \_\_\_\_\_  
First Name: \_\_\_\_\_  
M.I.: \_\_\_\_\_  
Student ID Number: \_\_\_\_\_  
Contact Number: \_\_\_\_\_

Email: \_\_\_\_\_  
Branch of Service:  
☐ USA ☐ USMC ☐ USN ☐ USAF ☐ USCG  
Status: ☐ Active ☐ Reserve ☐ Discharged ☐ Dependent  
VA Service-Connected Disability ☐ Yes ☐ No

## VETERANS ACADEMIC COUNSELOR

The following must be completed prior to meeting with the Veterans Academic Counselor

### Completion of Admission to Irvine Valley College

<http://admissions.ivc.edu/pages/admissions.aspx>

- Free Application for Federal Student Aid (FAFSA)  
<https://fafsa.ed.gov> - School Code 025395
- Online Orientation
- Online Advisement
- Assessment
- Residency - Non Californian Residents may Change Residency as a Service Member or Veteran

### Submission of Official College Transcripts

- Submit to IVC admissions and records

### Submission of Official Joint Services Transcript

- Submit to IVC admissions and Records [jst.doded@mil](mailto:jst.doded@mil)

### Schedule an Appointment with the Veterans

- Academic Counselor Phone: (949) 451-5296

## CERTIFYING OFFICIAL

The following must be completed prior to meeting with the certifying official for certification of classes

- Apply for Education Benefits - <http://www.vets.gov>
- Department of Veterans Affairs Certificate of Eligibility - Submit document during meeting
- DD Form 214 Member - 4- Submit document during meeting
- VA Education Benefits Certification Request - Submit document during meeting
- Statement of Obligation - Complete document during meeting
- Education Plan Signed by Veterans Academic Counselor

## PEER NAVIGATOR

Check any benefit or service that you would like to learn more about from a Peer Navigator.

### Extended Opportunity Program & Services (EOPS)

- ☐ Book loans
- ☐ Free Parking Permits
- ☐ College Application Fee Waivers

### Disabled Students Programs & Services (DSPS)

- ☐ Classroom Accommodations

### Irvine Valley College Scholarship Program

- ☐ Money for Books, School, and Personal Needs

### Associated Student Government of IVC (ASIVC)

- ☐ Veterans Club
- ☐ Other Clubs

### Vets Center Academic Tutoring

- ☐ Free Tutoring for Math, Writing and other subjects

### Health Care Needs

- ☐ Health Care Enrollment Information
- ☐ Referrals for Medical/ Dental

### Medi-Cal

- ☐ Free or Low-cost Health Coverage for Children and Adults with Limited Income and Resources

### Food Insecurities

- ☐ CalFresh Enrollment
- ☐ Dietitian Information
- ☐ IVC Food Resource Center

### Housing or Homelessness

- ☐ VASH Voucher Needs
- ☐ Need for Transitional Housing
- ☐ Affordable Housing/VOA

### California Unemployment Insurance

- ☐ Enroll in Unemployment Program

### Mental Health counseling

- ☐ IVC Health Center information



Figure 3.1

**Veterans that completed transfer level math within the 1<sup>st</sup> year**

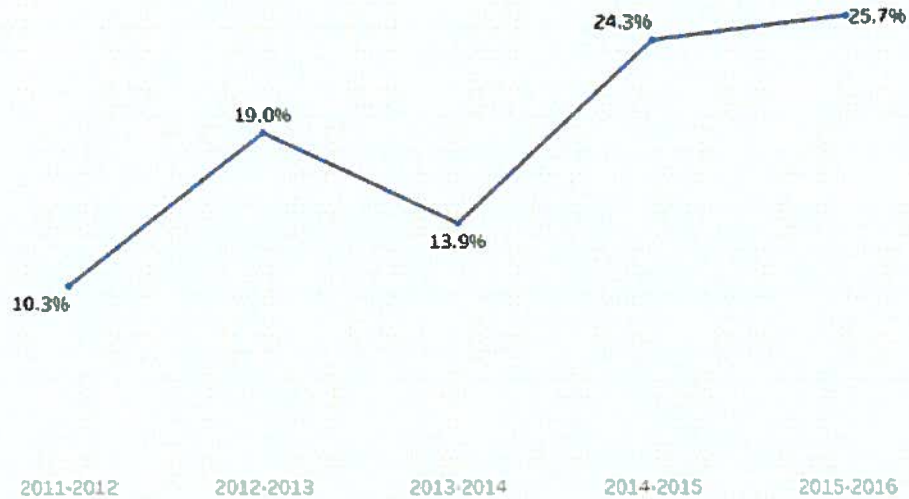


Figure 3.2

**Veterans Transferred to Four Year Institutions**

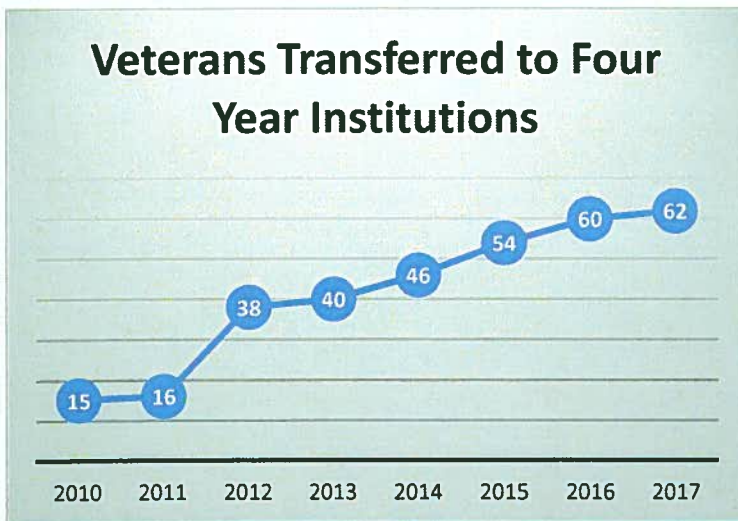


Figure 3.3

**# OF DEGREES AND CERTIFICATES COMPLETED (VETERANS)**

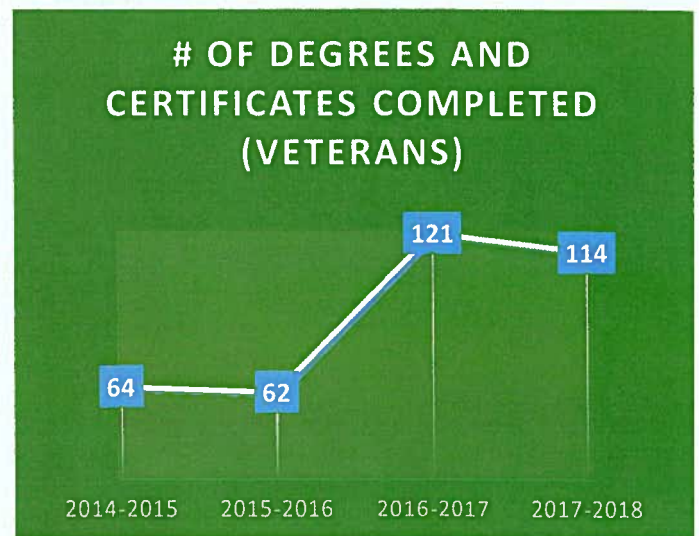


Figure 3.4

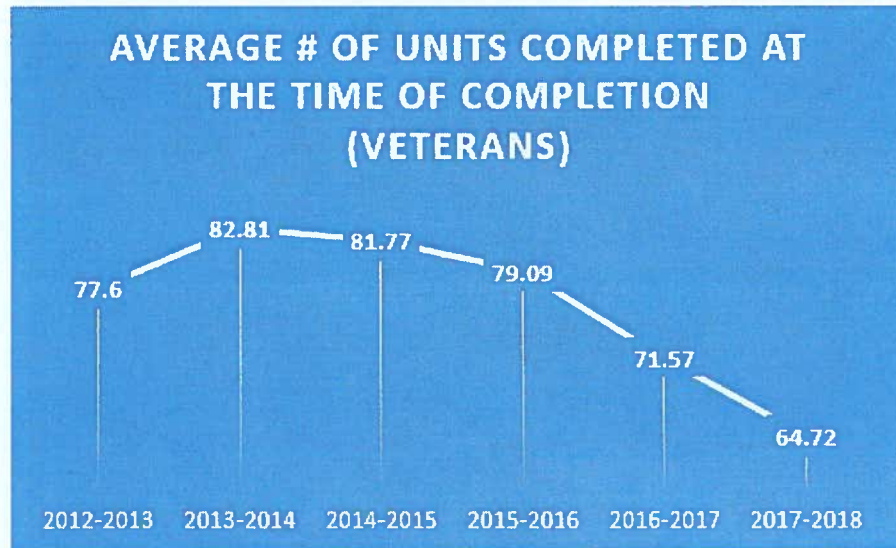


Figure 3.5

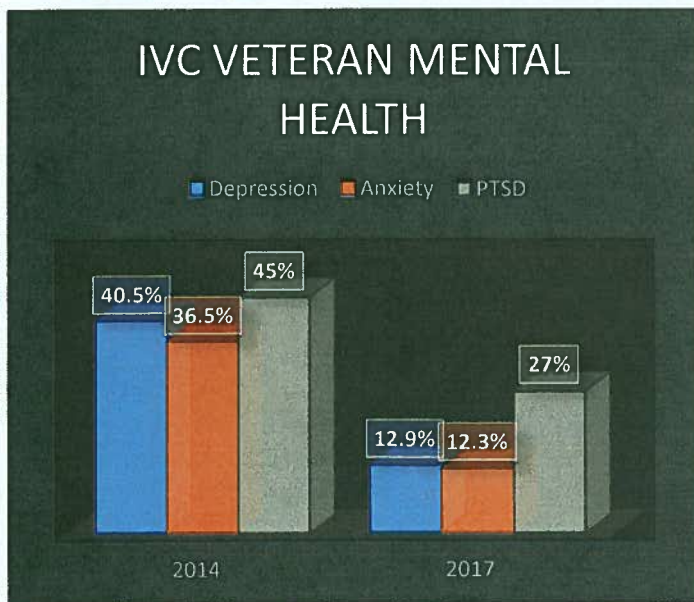


Figure 3.6: Visits to the Veterans Services Center

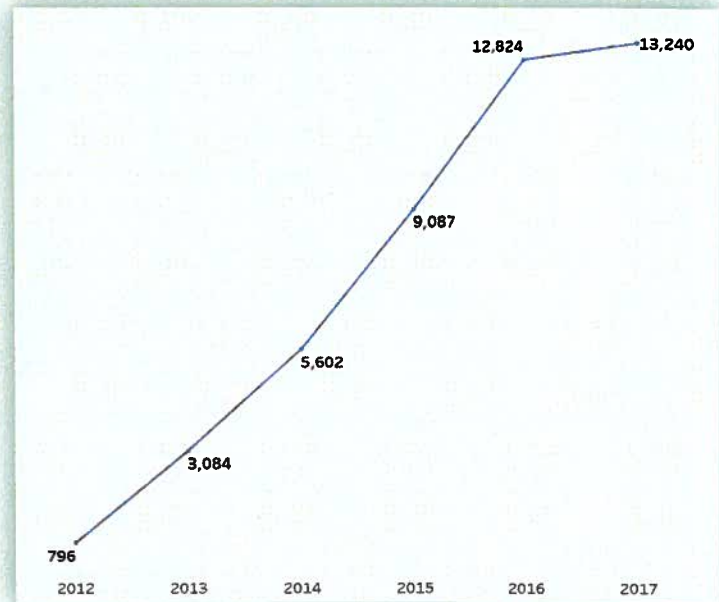


Figure 3.7: VETERAN INTERVENTION SUPPORT SYSTEM

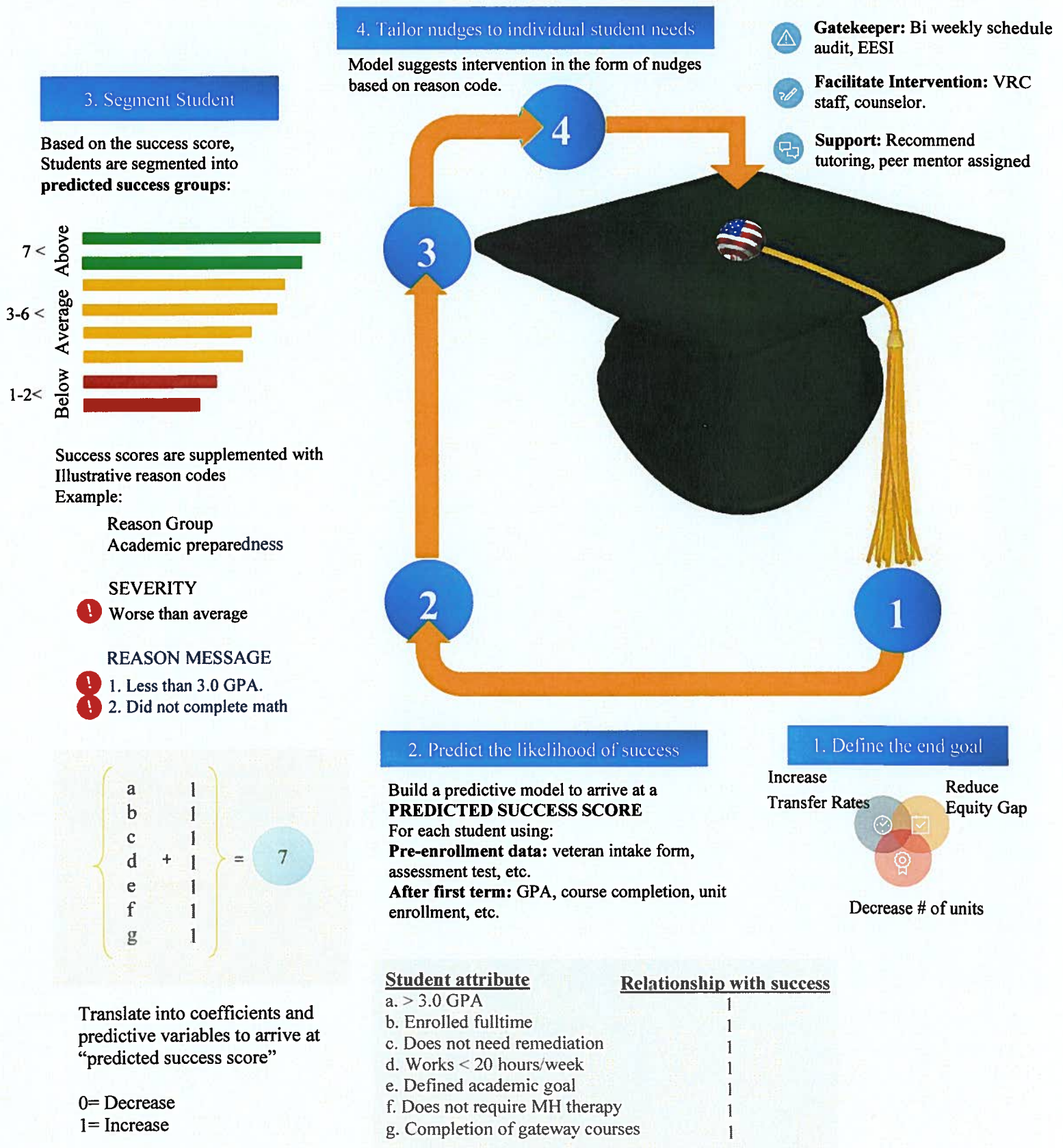




Figure 5.1: Designing for success: A diagnostic to help assess student success maturity

Aware		Develop		Practice		Optimize		Leading		
Student success initiatives are implemented sporadically and lack formal infrastructure		Student success pilot projects are launched and basic infrastructure is put in place		Student success initiatives and infrastructure are continuously refined and central to the organization		Student success strategy and capabilities are at the core of the institution's function		Student success drives all major institutional decisions and initiatives		
						Aware	Develop	Practice	Optimize	Leading
How mature is your institution when it comes to student success?										
High-impact learning										
To what extent does your institution:										
• Offer effective remediation programs that prepare students for the rigors of college-level work?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Integrate high-impact learning practices with demonstrated pedagogical improvements to improve learning outcomes?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Engage faculty early and often in discussions of how to improve the dimensions of student success they impact?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Provide flexible options to meet the needs of nontraditional students?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comprehensive student services										
To what extent does your institution:										
• Engage students in meaningful and intentional ways that foster peer-to-peer support and a greater sense of community?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Support students throughout the financial aid life cycle?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have an early warning system to identify students who need additional assistance to succeed and target interventions to help ensure at-risk students stay on track?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Help students map the most efficient pathway to their desired degree and proactively provide guidance and support to help them stay on track?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Offer coaching and advising to at-risk students?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Provide timely tutoring services before students fall too far behind?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Offer noncognitive learning supports to at-risk students who could benefit from them?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Student-focused operations										
To what extent does your institution:										
• Have an operational strategy that supports your student success strategy?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have a student-first service culture?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Provide services tailored to the needs of both traditional and nontraditional students?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Provide flexible and predictable class schedules so that students can better manage their personal and academic obligations?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Provide a robust set of digital services that students can access at their convenience, on a platform of their choosing?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Strategic external partnerships										
To what extent does your institution:										
• Have a robust strategy for effectively engaging external partners to support the academic, social, and financial needs of your students?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Engage students' families by arming them with the most critical and relevant information to propel student success?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Collaborate with K-12 institutions in the community you serve to help ensure students arrive on campus prepared for the rigors of college?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Work closely with other postsecondary institutions to help ensure that transfer students are well-positioned for success when they arrive on campus?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Partner with government authorities (e.g., health and human services agencies, Veterans Administration offices, transportation agencies) to provide on-campus access to public benefits such as nutrition assistance, health care, and child care, among other services?						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



Success by design

Aware	Develop	Practice	Optimize	Leading
Student success initiatives are implemented sporadically and lack formal infrastructure	Student success pilot projects are launched and basic infrastructure is put in place	Student success initiatives and infrastructure are continuously refined and central to the organization	Student success strategy and capabilities are at the core of the institution's function	Student success drives all major institutional decisions and initiatives
Aware	Develop	Practice	Optimize	Leading
<b>How mature is your institution when it comes to student success?</b>				
<b>Strategic external partnerships (continued)</b>				
<i>To what extent does your institution:</i>				
• Partner with local organizations and institutions to provide targeted services to students, such as on-campus food pantries, tax preparation services, and financial literacy courses?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Recognize that alumni are a particularly influential constituency group on campus and engage them as champions of your student success strategy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Partner with foundations and other funders focused on student success to sponsor elements of your student success plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Work closely with employers to understand their needs and the skills and competencies students need to effectively transition to the labor market?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Leadership and strategy</b>				
<i>To what extent does your institution:</i>				
• Have a shared vision for student success on your campus(es)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have a deep understanding of your student population—an understanding that drives decision making across the institution?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have a student success strategy that both your governance body and board support?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have a designated student success leader or council who has a horizontal view across the institution and responsibility for improving student success?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have an organizational model and policies that support your student success strategy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have a student success strategy comprising targeted interventions, rather than one-size-fits-all solutions?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Measurement and evaluation</b>				
<i>To what extent does your institution:</i>				
• Define key student success metrics for your institution?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have a results-driven culture that supports your student success strategy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Collect the data you need to understand who you are serving, how they are doing, and how this is changing over time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Capture data at a sufficient level of granularity (i.e., sub-populations, important predictive data variables, etc.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Use data to predict students at risk of noncompletion?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Understand the effectiveness of different interventions for different types of students?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Communicate the results of different interventions on a regular basis?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Transformational readiness</b>				
<i>To what extent does your institution:</i>				
• Have the appropriate training and resources to consistently execute key, high-quality initiatives required to improve student success?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have the requisite buy-in from key stakeholders across the institution?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have an institutional culture aligned around student success?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Deliver a customized and coordinated intervention plan to the right students at the right time?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have a sustainable business model to support the necessary investments to improve student success?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Have a modernized technology system and supporting analytics capabilities that enable you to collect and analyze your student data?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TO:** Board of Trustees

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

**RE:** |SOCCCD: Saddleback College Community Education License to Use Agreement, FLS International Intensive English Program |

**ACTION:** Approval

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### **BACKGROUND**

On June 20, 2013, Saddleback College and FLS International entered into a Lease Agreement for one (1) year with an annual option to renew for up to four (4) one-year terms (2014-2015, 2015-2016, 2016-2017 and 2017-2018) at a rental rate of \$10,243 per month for classrooms and office space, as noted in EXHIBIT B.

On July 17, 2014, a new License to Use Agreement (to ensure the correct agreement usage) with FLS International was executed with a new term commencing on June 19, 2014 and ending on June 20, 2015 with the right to request an extension of this agreement for four (4) additional one-year terms (2015-2016, 2016-2017, 2017-2018 and 2018-2019) at \$10,243 per month with the same terms and conditions, as noted in EXHIBIT A.

### **STATUS**

The new License to Use Agreement is brought forward for Board ratification in accordance with Education Code 81655, as it is in excess of delegated authority and was administratively missed. Furthermore, Saddleback College seeks approval to exercise the final extension option to extend the term for an additional one (1) year from June 20, 2018 through June 19, 2019. The License to Use Agreement dated July 17, 2014 (EXHIBIT A) will replace the Lease Agreement dated June 20, 2013 (EXHIBIT B).

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the License to Use Agreement between Saddleback College and FLS International at a rental rate of \$10,243 per month and approve the final renewal option to extend the term for an additional one (1) year from June 20, 2018 through June 19, 2019.

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

**DISTRICT  
COPY**

### **LICENSE TO USE AGREEMENT**

THIS LICENSE TO USE AGREEMENT ("Agreement") is entered into on June 19, 2014 (the "Effective Date"), by and between the South Orange County Community College District ("SOCCCD") and FLS Language Centres dba FLS International, (FLS). SOCCCD and FLS are sometimes hereinafter referred to individually as a "Party" and collectively as the "Parties."

### **RECITALS**

A. SOCCCD is the owner of various real properties and all the facilities on said real properties including 28000 Marguerite Parkway, Mission Viejo, California 92692 known as Saddleback College.

B. FLS desires use of a portion of the Saddleback College ("Property") to operate a private English as a Second Language (ESL) instructional program for international students.

C. FLS has utilized the Property to operate its ESL instructional program for international students since 2013 pursuant to a lease agreement dated June 18, 2013 for an initial term of 1 (1) year ending on June 18, 2014.

D. SOCCCD, as a public community college district concerned with safeguarding its ability to operate and run its public facilities and properties in accordance with prudent public agency practices, and in response to an increasing number of organizations wishing to operate on SOCCCD's public facilities and properties, has determined to enter into license to use agreements with such organizations according to SOCCCD policies and procedures.

E. SOCCCD and FLS desire to enter into this License to Use Agreement, upon the Effective Date, pursuant to which FLS shall continue to operate its ESL instructional program for international students on the Property and such License to Use Agreement shall supercede and make null and void any existing leases and lease amendments between SOCCCD and FLS.

### **AGREEMENT**

NOW, THEREFORE, the Parties hereto, for the consideration hereinafter expressed, covenant and agree as follows:

1. Recitals. All recitals set forth above are agreed to between SOCCCD and FLS and are incorporated herein by reference.

2. License for Use of Property.

2.1 Subject to the terms and conditions hereinafter set forth, SOCCCD hereby licenses to FLS use of the Property at Saddleback College, in order for FLS use up to two (2) temporary buildings on the Property at locations agreed to between Saddleback College and FLS. Location of and description of the buildings are set forth in Exhibit A attached hereto and incorporated herein by reference. The buildings shall be used solely for the purpose of operating FLS's ESL instructional program for international students and for no other purpose.

2.2 The agreement includes Saddleback College oversight by the Community Education department. FLS will be assessed and evaluated on an annual basis, to include input from observations, number of complaints, etc. Partnership will resume as long as the partnership continues to be in the best interest of Saddleback College. Evaluation and assessment will include consultation with key college partners, to include the ESL Department.

2.3 FLS shall be allowed to place furniture/equipment ("Equipment") in its buildings. All Equipment shall be located, installed and maintained at FLS's sole cost and expense.

2.4 FLS may not construct, erect or install any improvements or equipment not otherwise set forth in this Agreement at or on the Property without obtaining SOCCCD's prior written approval.

2.5 Enrollment in College Instructional Programs - Lessee's students may enroll in any College instructional program for which they are eligible upon payment of required tuition and fees.

2.6 FLS shall install and maintain its own telephone lines to the buildings at its own expense. Installation of underground telephone cables is prohibited.

2.7 SOCCCD agrees to provide access to the Property for FLS employees and program participants. FLS shall have access to the Property from 8:00 a.m. to 6:00 p.m. Monday through Friday. Notwithstanding, FLS staff may access and utilize space at other than the above specified days and times, in accordance with Saddleback College Facility Access regulations. Access will not be allowed on the following holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving Day, and Christmas.

2.8 FLS will repair damage done to Saddleback College, any SOCCCD property or reimburse SOCCCD for repairs necessitated by such damage as a



result of FLS employees, program participants or invitees' actions during usage of the Property.

2.9 FLS may request usage of Saddleback College facilities such as classroom(s) or the conference center. Such usage shall be at SOCCCD's sole and absolute discretion and subject to SOCCCD's policies and procedures related to use of its facilities. Requests must be pre-arranged and applicable fees do apply.

2.10 FLS agrees that FLS employees will follow all instructions and/or orders of SOCCCD administrators at Saddleback College.

2.11 Student Services and Student Conduct - Lessee shall at no cost to Lessor, be solely responsible for furnishing any and all admissions, counseling, housing, and other relation services to its students not enrolled in College instructional programs. FLS faculty, staff, and students shall be subject to campus rules governing general public guests on campus. In the event that an FLS student violates those rules, the College may, at its discretion, immediately remove consent of the FLS student from the campus in accordance with penal code 626.4. If consent is removed, and the student is escorted off campus, FLS Language Centres dba FLS International site administrator will be notified promptly.

2.12 Advertising - The College and FLS may refer to their cooperative relationships, including mention of location, facilities, activities, and special programs ("FLS located on the Saddleback College campus"). "At no time will FLS staff refer to themselves as employees of Saddleback College or the SOCCCD." Saddleback College logo can only be used with prior written approval and all marketing materials that identify Saddleback College by name and logo must be reviewed and cleared by Saddleback College Community Education department and/or the Marketing department. The following statement must be placed on all marketing materials:

FLS Language Centres dba FLS International

(Only for F-1 Visa International students enrolling in full-time language study, including homestay and regional cultural outings/activities.)

*FLS Language Centres dba FLS International is a private language school that is not affiliated with or endorsed by the Saddleback College ESL Department. The two programs are separate and distinct. Information about Saddleback College's ESL department and course offerings can be found on the Saddleback College schedule of classes and on Saddleback College ESL department homepage at [www.saddleback.edu/lalesl](http://www.saddleback.edu/lalesl).*

3. Term. The initial term of this Agreement (the "Initial Term") shall be for one (1) year, commencing on the Effective Date (the "License Commencement Date") of June 19, 2014 and terminating on June 20, 2015. FLS shall have the right to request an extension of this Agreement for four (4) additional one (1) year terms (each a "Renewal

Term") on the same terms and conditions as set forth herein. FLS shall request an extension of this Agreement in writing to the SOCCCD thirty (30) days prior to the expiration of the Initial Term and each Renewal Term. This Agreement may be renewed for each successive Renewal Term only upon mutual written agreement of the Parties prior to the expiration of the Initial Term or any Renewal Term. If FLS fails to request an extension as required herein, then this Agreement shall automatically terminate at the end of the Initial Term or any Renewal Term. If FLS shall remain in possession of the Property at the expiration of the Initial Term or any Renewal Term without a written agreement, such occupation shall be deemed month-to-month under the same terms and conditions set forth in this Agreement.

4. Access to Property. SOCCCD permits FLS, its employees and program participants, vehicular and pedestrian ingress to and egress from the Property, only as set forth in this Agreement and provided that such access by FLS shall not interfere with SOCCCD's education programs and/or activities. Access to Property shall be only on the dates, days, and times indicated in this Agreement. Any changes shall only be allowed with SOCCCD's prior written consent.

5.1 License Use Fee. FLS shall pay SOCCCD a license use fee ("Fee") as follows:

Initial Term:	Ten Thousand Two Hundred Forty-Three Dollars (\$10,243.00) per month/ (\$122,916.00) first year.
Renewal (Year 1):	Ten Thousand Two Hundred Forty-Three Dollars (\$10,243.00) per month/ (\$122,916.00) second year.
Renewal (Year 2):	Ten Thousand Two Hundred Forty-Three Dollars (\$10,243.00) per month/ (\$122,916.00) third year.
Renewal (Year 3):	Ten Thousand Two Hundred Forty-Three Dollars Three Thousand Two Hundred Sixteen Dollars (\$10,243.00) per month/ (\$122,916.00) fourth year.
Renewal (Year 4):	Ten Thousand Two Hundred Forty-Three Dollars (\$10,243.00) per month/ (\$122,916.00) fifth year.

5.2 The license fee includes provision by the college to the licensee of gas, electric, water, maintenance services, and SC Police services during normal college service times. Any other desired services (i.e. copying, phone, internet, etc.) will be arranged and paid for by FLS.

5.3 Signage – FLS shall not place any signs on the Property without prior written consent of Saddleback College.

5.4 Parking – Parking fees are subject to current Saddleback College rates. Rates may change per college annual review of fees. Permits are not transferrable.

5.5 License Fee Payments, shall be payable in advance on the first of each month, will be submitted to the Office of Administrative Services (AGB 124) at Saddleback College.

Saddleback College  
Office of Administrative Services, AGB 124  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

6. Conditions to Use.

6.1 Appearance of Property. FLS, at FLS's sole cost and expense, at all times during the term of this Agreement, agrees to keep and maintain, or cause to be kept and maintained, the Property in a good state of appearance and repair, reasonable wear and tear excepted.

6.2 Compliance with Applicable Laws. FLS agrees to comply with all applicable federal, state and local laws, statutes, rules and regulations relating to its activities on the Property. FLS shall, at its own cost and expense, obtain all necessary approvals, permits and licenses for operation of its ESL instructional program for international students on the Property. FLS agrees to comply with all SOCCCD policies, procedures and rules relating to usage of the Property.

6.3 Landscape Surrounding the Property. SOCCCD shall maintain all landscaping at the Property. SOCCCD reserves the right to inspect the Property to determine if the provisions of this Agreement are being complied with by FLS.

7. Insurance.

7.1 Comprehensive or Commercial General Liability. FLS agrees to maintain in full force and effect a suitable policy or policies of comprehensive or commercial general liability insurance including bodily injury, property damage and contractual liability throughout the duration of this Agreement. Such insurance shall be in amounts not less than one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate. The policy shall include or be endorsed to include abuse and molestation coverage of one million dollars (\$1,000,000) per occurrence, three million dollars (\$3,000,000) aggregate.

7.2 Automobile Liability. FLS agrees to maintain in full force and effect automobile liability insurance for owned, scheduled, non-owned or hired automobiles in an amount not less than one million dollars (\$1,000,000) per occurrence with regard to any vehicles which are brought onto Saddleback College.

7.3 Workers Compensation. FLS shall also maintain in full force and effect throughout the term of this Agreement Workers' Compensation insurance in

accordance with the laws of California, and employers' liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence.

7.4 Notice: Additional Insureds. All insurance required under this Agreement shall be issued as a primary policy and any insurance carried by the SOCCCD shall be excess and non-contributory with such primary insurance and shall state that not less than thirty (30) days written notice from FLS shall be provided to SOCCCD before cancellation or modification. SOCCCD, its Board of Trustees, officers, and employees shall be designated and named as additional insureds with separate additional insured endorsements. All insurance required under this Agreement shall be with an insurance company approved in writing by the SOCCCD.

7.5 Certificate of Insurance. Concurrently with the execution of this Agreement, FLS will provide SOCCCD with a certificate(s) verifying all insurance and the terms described in Sections 7.1 through 7.4.

8. Indemnification.

8.1 FLS shall indemnify, hold harmless and defend SOCCCD, its Board of Trustees, officers, employees, representatives, and agents against and will hold and save each of them harmless from any and all actions, claims, damages, expenses, obligations or liabilities (collectively, the "Claims") that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization to the extent arising out of or related in any way to FLS's ESL instructional program for international students and/or any other FLS activities on the Property arising out of or due to the negligence or willful misconduct of FLS, its respective officers or employees, pursuant to this Agreement.

8.2 SOCCCD shall indemnify, hold harmless and defend FLS, its officers and employees against and will hold and save each of them harmless from any and all actions, claims, damages, expenses, obligations or liabilities (collectively, the "Claims") that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization to the extent arising out of or due to the negligence or willful misconduct of SOCCCD, its respective officers or employees, pursuant to this Agreement.

8.3 The provisions of this Section 8 shall survive the termination or expiration of this Agreement.

9. Termination.

9.1 SOCCCD has the right to terminate this Agreement or the usage of the Property at any time, provided SOCCCD gives at least six (6) months prior written notice to FLS specifying the date of termination.



9.2 FLS has the right to terminate this Agreement, or the usage of the Property at any time, provided FLS gives at least ninety (90) days' prior written notice to SOCCCD specifying the desired date of termination.

10. No Assignment / Subletting. FLS may not assign or sublet this Agreement or any rights, benefits, liabilities and obligations hereunder. Any assignment or sublease made by FLS shall be null and void and shall be considered a material breach of this Agreement.

11. Legal Interpretation of Instrument. The Parties expressly understand and agree that this Agreement constitutes a license for use of a portion of Saddleback College including a non-exclusive license for any associated ingress and egress to the Property, and is neither intended by the Parties, nor shall it be legally construed, to convey a leasehold, easement, or other interest in real property. Should either Party be compelled to institute legal or other proceedings against the other for or on account of the other Party's failure or refusal to perform or fulfill any of the covenants or conditions of this Agreement on its part to be performed or fulfilled, the Parties agree that the rules and principles applicable to licenses shall govern such actions or proceedings.

12. Attorneys' Fees. If any legal action is necessary to enforce any of the terms or conditions of this Agreement, each party shall bear its own attorneys' fees, costs and expenses.

13. Entire Agreement; Amendment. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, preliminary agreements, memorandums, leases, or agreements made prior to the date hereof. This Agreement may not be changed except in writing executed by both Parties.

14. Notice. Any notice, request, information or other document to be given hereunder to any Party by any other Party shall be in writing and shall be deemed given if served upon personal delivery, if sent by mail, on the third business day, addressed as follows:

If to SOCCCD: South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
Attention: Debra L. Fitzsimons, Vice Chancellor, Business Services  
cc: Estella Castillo-Garrison, Dean, Community Education, Emeritus  
Institute, and K-12 Partnerships

If to FLS: FLS Language Centres dba FLS International  
301 N. Lake, Ste. 310  
Pasadena, CA 91101  
Attention: Dal Swain, CEO

Any Party may change the address or persons to which notices are to be sent to it by giving the written notice of such change of address or persons to the other Party in the manner provided for giving notice.

15. Exhibits. Any exhibits which are attached hereto are incorporated herein and made a part of this Agreement.

16. Survival. The provisions of the Agreement which requires performance subsequent to the termination or expiration of this Agreement or relates to indemnification from one Party to the other Party shall survive any termination or expiration of this Agreement.

17. Miscellaneous.

17.1 If any term of this Agreement is found to be void or invalid, such finding shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any question(s) of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof. No provision of this Agreement will be deemed waived by either Party unless expressly waived in writing signed by the waiving Party. No waiver shall be implied by delay or any other act of omission of either Party. No waiver by either Party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision.

17.2 FLS agrees that it will not engage in unlawful discrimination in employment of persons or provision of services because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

17.3 The persons who have executed this Agreement represent and warrant that they are duly authorized to execute this Agreement in their individual or representative capacity as indicated.

17.4 This Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

IN WITNESS WHEREOF, the Parties have entered into this License to Use Agreement as of the day set forth above.

SOCCCD:

South Orange County Community College District

By: Debra L. Fitzsimons

Name: Debra L. Fitzsimons

Its: Vice Chancellor, Business Services

Date: JUL 17 2014

FLS Language Centres dba FLS International:

FLS, Inc.

By: Dal Swain

Name: Dal Swain, CEO

Its: \_\_\_\_\_

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

## **EXHIBIT A**

FLS, buildings on Saddleback College will consist of the buildings currently identified as the Village 3-02 and VIL 23-02 (2,376 square feet each). The identification of the existing buildings is as follows:

<u>Location</u>	<u>FLS Use</u>
VIL 3-02	FLS Classrooms
VIL 23-02	FLS Office

## DISTRICT COPY

### LEASE AGREEMENT

THIS LEASE is made and entered into this 18th day of June, 2013 by and between the South Orange County Community College District, hereinafter referred to as "Lessor", and FLS Language Centres dba FLS International, (FLS), hereinafter referred to as "Lessee."

#### WITNESSETH

WHEREAS, Lessor is the owner of certain real property in the City of Mission Viejo, County of Orange, State of California, commonly known as 28000 Marguerite Parkway, Mission Viejo, California 92692, and more particularly described as Saddleback College Village 3-2 and Village 23-2 in EXHIBIT A attached hereto and made a part of this reference (the "PROPERTY").

WHEREAS, the PROPERTY is not currently needed by Lessor for college classroom buildings.

WHEREAS, Lessor is authorized and desires to enter into a lease of PROPERTY pursuant to the provisions of Education Code section 81360, et. seq.

WHEREAS, Lessee desires to lease the PROPERTY from Lessor.

NOW, THEREFORE, Lessor hereby leases the PROPERTY to Lessee on the terms and conditions hereinafter set forth.

1. Term and Commencement.
2. This lease shall be for an initial term commencing on June 18, 2013 and ending one (1) year thereafter ("Initial Term"), with an annual option to renew for up to four one year terms. Continued renewal of the lease agreement and partnership with FLS will be assessed and evaluated on an annual basis, to include input from observations, number of complaints, etc. Partnership will resume as long as the partnership continues to be in the best interest of Saddleback College. Evaluation and assessment will include consultation with key college partners, to include the ESL department, Rent and Manner of Payment.

Lessee shall pay to the Lessor, as minimum monthly rent during the Initial Term of this Lease an amount which includes campus oversight by the Community Education department, gas, electric, water, maintenance services, and campus police services. The monthly rental rate for classroom and office space will be \$10,243 per month.

Lessee, not less than thirty (30) days prior to the commencement of each annual term shall notify Lessor in writing as to whether either or both parcels shall be utilized during the next annual term so that the rental rate may be adjusted accordingly. If Lessee shall change its utilization of said parcels during any annual term, the monthly rent shall be prorated and increased or decreased as appropriate. Payments will be submitted to the Office of Administrative Services (AGB 124) at Saddleback College.

Saddleback College  
Office of Administrative Services, AGB 124  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

RCVD JUL 1 '13

Lessee agrees that at all times during the term of this Lease, including Additional Terms, it shall be liable for payment of the minimum monthly rent then in effect for not less than one parcel, regardless of whether Lessee shall use and occupy either parcel.

Said rent, which includes the payment for all required utilities and security services, except as otherwise provided for hereinafter, shall be payable in advance on the first day of each month, commencing on the date the term commences, and continuing during the term.

Lessee shall pay the monthly rent, without deduction or offset, except as provided for herein, in lawful money of the United States of America, to Lessor at the address set forth in Paragraph 30 hereunder.

Any other desired services (i.e. copying, phone, internet, etc.) will be arranged and paid for by FLS Language Centres dba FLS International. FLS Language Centres dba FLS International will provide their own furniture and equipment.

3. Rent During Additional Term.

The parties shall have sixty (60) days prior to the expiration of the Initial Term in which to agree on a new monthly rent amount during the additional one year term. If the parties agree on the minimum monthly rent for each year of the Additional Term, they shall amend the original Lease with the new monthly rental rate.

If the parties are unable to agree on the monthly rental rate for an additional one year term within that period, the lease shall expire at the end of the term.

4. Security Deposit.

A deposit of \$4,700 will be required. The sum of \$4,700 received from Lessee upon execution of the lease shall be retained by Lessor during the term of this Lease, including any Additional Term, as a security deposit for the performance by Lessee of the provisions of this Lease. If Lessee is in default, Lessor can use the security deposit, or any portion of it, to cure the default or to compensate Lessor for all damage sustained by Lessor resulting from Lessee's default. Lessee shall immediately on demand pay to Lessor a sum equal to the portion of the security deposit expended or applied by Lessor as provided in this Paragraph so as to maintain the security deposit in the sum equally deposited with Lessor. If Lessee is not in default at the expiration or termination of this Lease, Lessor shall return the security deposit to Lessee. Lessor's obligations with respect to the security deposit are those of a debtor and not a trustee. Lessor can maintain the security deposit separate and apart from Lessor's general funds or can commingle the security deposit with Lessor's general and other funds. Lessor shall not be required to pay Lessee interest on the security deposit.

5. Lessee's Operations.

The Property and all improvements constructed and maintained thereon shall be used by Lessee and for no other use or purposes. Lessee shall not itself use or permit any other person or entity to use the Property, or any part thereof, for any purposes which may materially damage or harm the Property or any improvements on or adjacent thereto, or the image or attractiveness thereof, or in any manner which shall constitute waste, nuisance or public annoyance; and Lessee shall conform to, and cause all persons using or occupying any part of the Property to comply with, all public laws, ordinances and regulations from time to time applicable thereto and to all operations thereon.

6. Use of Property.

Lessee shall have the right to use and occupy the Property solely for the purpose of operating a private English as a Second Language (ESL) instructional program for international students during the hours of 8:00 A.M. and 6:00 P.M. daily, Monday through Friday. Notwithstanding, Lessee's staff may access and utilize relocatable building offices and classrooms on the Property at other than the above specified days and times.

Lessor agrees that during the term of this Lease, Lessee shall have the exclusive right to conduct a private ESL program at Saddleback College ("College") for F-1 Visa students. Lessor further agrees that during the term of this Lease, it shall not encourage enrollment of Lessee's students in College's ESL, Amnesty or related programs which College may offer. Notwithstanding, Lessor shall allow the enrollment of Lessee's students in such programs upon payment of required tuition and fees.

7. Construction and Installation.

Lessee shall properly maintain on each parcel comprising the Property the existing portable structures consisting of not more than 2,376 square feet each, to be used during the term of this Lease as classrooms and offices. Notwithstanding the foregoing it is understood and agreed that Lessee shall assume the sole responsibility and expense of obtaining all necessary governmental approvals and permits to allow Lessee to construct, install and operate its educational program in said portable structures. Lessee shall not make any alterations, additions, or improvements to the Property without Lessor's prior written consent. At the end of the lease term, the Lessee agrees to restore the Property to original condition, unless Lessor agrees in writing to waive the requirement.

Lessee shall promptly repair upon written notice by Lessor to Lessee all damage to the Property or other property owned by Lessor, if any directly caused by Lessee's construction, installation or removal of its portable structures or other improvements to a condition that existed immediately prior to such damage.

8. Cooperation; Indemnity.

Lessor shall fully cooperate with Lessee by executing and joining in applications for governmental permits or approvals covering Lessee's use, construction and/or occupation of the Property, provided that Lessee shall reimburse Lessor for any and all reasonable expenses attributable to said cooperation.

9. Maintenance of Property.

Lessee shall, during the term of this Lease, maintain the interior and exterior of the portable structures in order and good condition.

If Lessee fails to perform its obligations under this paragraph, Lessor may at its option, after ten (10) days written notice to Lessee, enter upon the Property and put the same in good order, condition and repair and the cost thereof shall become due and payable immediately as additional rent by Lessee to Lessor upon demand.

10. Alterations.

Lessee shall not make any alterations, additions, or improvements to the Property except as provided in Paragraph 8 without Lessor's prior written consent.

11. Utilities.

Lessee shall install and pay for required telephone lines, equipment and services. Lessor will install an emergency telephone in Lessee's office area as part of the College telephone system.

12. Taxes and Assessments.

Lessee shall be responsible for, and agrees to pay, not later than ten (10) days prior to delinquency, any and all taxes assessments, levies, fees and other governmental charges of every kind or nature (hereinafter collectively called "taxes") levied or assessed by any municipal, county, state, federal or other taxing or assessing authority upon, against or with respect to (a) the PROPERTY, (b) personal property of any kind placed, maintained or located within, upon or about the PROPERTY, (c) all alterations, additions or improvements of whatsoever kind or nature, if any, made to the PROPERTY, and (d) rentals or charges payable by Lessee to Lessor, irrespective of whether any of the items described in the clauses (a) through (d) above are assessed as real or personal PROPERTY, and irrespective of whether any of such items are assessed to or levied against Lessor or Lessee. Lessee shall, not later than the 10-day period described above, or upon written request of the Lessor if payment is made earlier, furnish to the Lessor a copy of the receipted tax bill or other proof of said payment. Lessee hereby agrees to protect and hold harmless Lessor and the PROPERTY and all improvements in, on, or about the same from all liability for any and all such taxes, together with any interest, penalties, or other sums thereby imposed, and from any sale or other proceeding to enforce payment thereof. If any such taxes are not paid when due, Lessor may pay the same, and charge the amount thereof to Lessee, who agrees to pay the same on demand, together with ten percent (10%) interest per annum, or the maximum allowed by law, whichever is the lesser, from the date of expenditure by Lessor.

13. Liens and Claims.

- A. Lessee shall not suffer or permit to be enforced against the PROPERTY, or any part thereof, or any improvements thereon, any mechanics', materialmen's, contractors or subcontractors' liens arising from or any claim or damage growing out of the work of any construction, installation, repair, restoration, removal, replacement or improvement, or any



other claim or demand howsoever the same may arise, but Lessee shall pay or cause to be paid all of said liens, claims or demands before any action is brought to enforce the same against said PROPERTY or improvements. Lessee agrees to indemnify and hold Lessor and PROPERTY free and harmless from all liability for any and all such liens, claims, demands and actions (collectively, the "Liens") together with reasonable attorneys' fees and all costs and expenses in connection therewith.

- B. Notwithstanding the foregoing, if Lessee shall in good faith contest the validity of any such Lien, then Lessee shall at its sole expense defend itself and Lessor against the same and shall pay and satisfy any expense or cost or any judgment that may be rendered thereon before the enforcement thereof against Lessor or the PROPERTY, upon the condition that if Lessor shall require, Lessee shall furnish to Lessor, a surety bond satisfactory to Lessor in an amount at least equal to such contested Lien, indemnifying Lessor against liability for the same, and holding the PROPERTY free from the effect of such Lien, or if Lessor shall request, Lessee shall procure and record the bond provided for in the California Civil Code, or any comparable statute hereinafter enacted providing for a bond freeing the PROPERTY from the effect of such Lien.

14. Encumbrances.

- A. As used in this Lease, "Lender" shall mean any bank, savings and loan association, insurance company, trustees of a pension trust, or any other person or entity making a loan to Lessee secured, in whole or in part, by a Trust Deed; and "Trust Deed" shall mean any deed of trust, mortgage or other security instrument imposing a first lien of Lessee's Leasehold estate and securing such loan.
- B. Lessee shall not execute or make any Trust Deeds in favor of any Lender, and shall not hypothecate or encumber Lessee's leasehold estate in and to this PROPERTY in any manner or respect whatsoever, including without limitation allowing or creating any easements, liens, mortgages or restrictions of any kind.

15. Signage.

Lessee shall not place any signs on the PROPERTY without prior written consent of Lessor.

16. College Classroom Use.

As part of the consideration of this Lease:

- (1) Lessor shall upon a pre-arranged basis, rent available college classroom space to Lessee.
- (2) Lessee shall upon a pre-arranged basis, rent its facilities to Lessor.
- (3) Lessor further agrees that on a pre-arranged basis, Lessee may utilize available College Conference rooms on a not to interfere basis.

17. College Student Fees.

Not applicable.

18. Staff and Student Parking.

All FLS staff and students will purchase vendor permits annually, directly from the Campus Parking Department at the cost of \$200 for an annual permit, \$20 for monthly permit, or can purchase daily permits from permit machines in parking lots. Permits are not transferrable. Fees subject to change per college annual review of fees.

19. Enrollment in College Instructional Programs.

Lessee's students may enroll in any College instructional program for which they are eligible upon payment of required tuition and fees.

20. Student Services and Student Conduct.

Lessee shall at no cost to Lessor, be solely responsible for furnishing any and all admissions, counseling, housing, and other relation services to its students not enrolled in College instructional programs.

FLS faculty, staff, and students shall be subject to campus rules governing general public guests on campus. In the event that an FLS student violates those rules, the College may, at its discretion, immediately remove consent of the FLS student from the campus in accordance with penal code 626.4. If consent is removed from FLS student and student is escorted off campus, FLS Language Centres dba FLS International site administrator will be notified promptly.

21. Advertising.

The College and FLS Language Centres dba FLS International may refer to their cooperative relationships, including mention of location, facilities, activities, and special programs. Saddleback College logo can only be used with prior written approval and all marketing materials that identify Saddleback College by name and logo must be reviewed and cleared by Saddleback College Community Education department and/or the Marketing department.

The following statement must be placed on all marketing materials:

FLS Language Centres dba FLS International (Only for F-1 Visa International students enrolling in full-time language study, including homestay and regional cultural outings/activities.)
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<i>FLS Language Centres dba FLS International is a private language school that is not affiliated with or endorsed by the Saddleback College ESL Department. The two programs are separate and distinct. Information about Saddleback College's ESL department and course offerings can be found on the Saddleback College Schedule of Classes and on Saddleback College ESL department homepage at <a href="http://www.saddleback.edu/la/esl/">www.saddleback.edu/la/esl/</a></i>
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22. Lessor's Non-Liability and Indemnity.

- A. Lessor shall not be liable for any loss, damage or injury of any kind or character to any person or property, (a) arising from any use of the PROPERTY, or any part thereof, (b) caused by or arising from any use of the PROPERTY, or any part thereof, (b) caused by or arising from any act or omission of Lessee, or of any of its students, agents, employees, licensees or invitees, (c) arising from any accident on the PROPERTY or any fire or other casualty thereon, (d) occasioned by the failure of Lessee to maintain the PROPERTY in safe condition, or (e) arising from any other cause whatsoever, except as occasioned by the sole negligence of Lessor or its employees. Lessee, as a material part of the consideration of this Lease, hereby waives on its behalf all claims and demands against Lessor for any such loss, damage or injury of Lessee.
- B. Lessee, its agents, employees, representatives, and participants shall indemnify, and hold harmless Lessor and its officers and employees from and against any and all claims, actions, damages, liabilities and expenses, including attorneys' fees in connection with loss of life, personal injury and/or damage to PROPERTY arising from or out of any occurrence in, upon or about the PROPERTY, or the occupancy OR USE BY Lessee of the PROPERTY or any part thereof, or arising from or out of Lessee's failure to comply with any provision of this Lease, or otherwise occasioned wholly or in part by any act or omission of Lessee, its agents, representatives, employees, servants, invitees or licensees. In case Lessor shall, without fault on its part, be made a part to any litigation commenced by or against Lessee, then Lessee shall protect and hold it harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Lessor in connection with any such litigation. Lessor may, at its option, require Lessee to assume Lessor's defense in any action covered by this section through counsel satisfactory to Lessor.

23. Insurance.

- A. All policies of insurance provided for herein shall be written as primary policies (without "contribution" or solely" in excess of coverage carried by Lessor' provisions) with reasonable and solvent insurance companies authorized to do business in California with a policyholder's rating of "A" (Excellent) or better and a financial rating of Class VII or better in Bests' Insurance Report—Fire and Casualty. Prior to the commencement of the term hereof, Lessee shall supply to Lessor (and at all times during the term of the Lease keep on file with Lessor) a true and correct copy of all such policies or a certificate of insurance accurately reflecting the coverage required hereby, together with satisfactory evidence showing that all premiums thereon have been paid, and thereafter, as additional premiums become due, Lessee shall supply Lessor with satisfactory evidence that said premiums have been paid. In the event that Lessee fails to procure, maintain and/or pay for at the times and for the durations specified in this Lease, any insurance required by this Lease, or fails to carry insurance required by law or governmental regulation, Lessor may (but without obligation to do so) at any time or from time to time, and without notice, procure such insurance and pay the premiums therefore, in which event Lessee shall repay the Lessor all sums so paid by Lessor, together with ten (10%) percent interest per annum or the maximum allowed by law, which is the lesser and thereon at any costs or expenses incurred by Lessor in connection therewith, within ten (10) days following Lessor's written demand to Lessee for such payment.

- B. Lessee, at its sole cost and expense, shall, during the entire term hereof, procure, pay for and keep in full force and effect: (a) comprehensive public liability and property damage insurance with respect to the PROPERTY and the operation of, or on behalf of Lessee in, on or about the PROPERTY for not less than One Million Dollars (\$1,000,000.00) combined limit per occurrence for bodily injury, death and property damage liability; and (b) worker's compensation coverage as required by law, together with employers liability coverage and students' accident insurance.
  - C. Each policy evidencing insurance required to be carried by Lessee pursuant to this Paragraph shall contain the following provisions and/or clauses: (a) a provision that such policy and the coverage evidencing thereby shall be primary and that any coverage carried by Lessee shall be non-contributing with respect to any policies carried by Lessee; (b) a provision including Lessor and any other parties in interest designated by Lessor as an additional insured; (c) a waiver by the insurer of any right to subrogation against Lessor, its agents, employees and representative which arises or might arise by reason of any payment under such policy or by reason of any act or omission of at least equal to such contested Lien indemnifying Lessor against liability for the same, and holding the PROPERTY free from the effect of such Lien or if Lessor shall request, Lessee shall procure and record the bond provided for in the California Civil Code, or any comparable statute hereinafter enacted providing for a bond freeing the Property from the effect of such Lien.
24. Campus Exclusive:  
Saddleback College agrees that during the term of this agreement and any renewals, FLS Language Centres dba FLS International will be the exclusive outside intensive private ESL program for international students that will be offered on the college campus. FLS understands that Saddleback College intends to operate its own ESL program.
25. Right of Entry.  
  
Lessor or its authorized representatives may from time to time, at any reasonable hour, enter upon and inspect the PROPERTY, or any portion thereof or improvements thereon to ascertain compliance with this Lease, but without obligation to do so or liability therefore.
26. Assignment and Subletting.  
  
Lessee will not assign, let or sublet the whole or any part of its interest in this Lease.
27. Termination.  
  
A. At any time during the Initial Term or Additional Term then in effect, upon ninety (90) day written notice, either the Lessor or the Lessee shall have the option, in their sole discretion, to terminate this Lease in its entirety.
- B. Upon the expiration of the term of this Lease, or upon the sooner termination thereof as provided for herein, Lessee shall immediately, peaceable and quietly yield up to Lessor possession of said PROPERTY in good order and condition. Unless otherwise agreed upon by and between the parties, Lessee shall remove, within a reasonable period of time not to

exceed sixty (60) days following the expiration or termination of this Lease, such portable structures, foundations, personal property, equipment and improvements situated on the PROPERTY, and shall restore the PROPERTY to its original condition at Lessee's sole expense, unless otherwise agreed upon by Lessor.

28. Breach.

In the event of any breach of this Lease by Lessee, Lessor shall notify Lessee in writing of such breach, and Lessee shall have thirty (30) days in which to cure said breach. Lessor may, but shall not be required to, terminate this Lease immediately if the breach is not cured.

29. Waiver.

A. No delay or omission of Lessor to exercise any right or remedy shall be construed as a waiver of any such right or remedy or of any default by Lessee hereunder. The acceptance by Lessor of rent or any other payments hereunder shall not be a waiver of any preceding breach or default by Lessee of any provision hereof, other than the failure of Lessee to pay the particular rent or any other payments accepted, regardless of Lessor's knowledge of such preceding breach or default at the time of acceptance of such rent or any other payments, or a waiver of Lessor's right to exercise any remedy available to Lessor by virtue of such breach or default.

B. Any waiver by Lessor of any breach or default must be in writing and shall not be a waiver of any other breach or default concerning the same or any other provision of the Lease.

30. Notice.

Any notice required to be served hereunder shall be in writing and shall be deemed given and served upon delivery if delivered personally, or three (3) days after depositing in the United States mail, via certified or registered mail, postage pre-paid addressed to:

Lessor: South Orange County Community College District  
Vice Chancellor Business Services  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Copy to: Vice President for Administrative Services, Saddleback College

Lessee: FLS Language Centres dba FLS International  
301 N. Lake, Ste. 310  
Pasadena, CA 91101  
Attention: Dal Swain, CEO

31. Federal and California Law.

This Lease shall be construed and enforced in accordance with the laws of the State of California.

The Lessee agrees to comply with all district, federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to the Lessee, Lessee's

business, equipment and personnel engaged in operations covered by this Lease Agreement or accruing out of the performance of such operations.

The Lessee and all Lessee'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 in pursuant to the Lease Agreement.

32. Entire Agreement.

This Lease, together with the attachment hereto, set forth the entire Agreement between Lessee and Lessor, and any amendment or other modification of this Lease must be in the form of a written amendment agreed upon by both parties.

33. Severability.

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

IN WITNESS WHEREOF, said Lessor and Lessee have caused this Lease to be executed by their duly authorized officers on the date first above written

LESSOR:

LESSEE:

South Orange County Community College District

FLS Language Centres dba FLS  
International

By

  
Signature

By

  
Signature

Debra L. Fitzsimons

Print Name

Dal Swain

Print Name

Vice Chancellor-Business Services

Title

CEO

Title

JUN 20 2013

Date

6/23/13  
Date

**TO:** Board of Trustees

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

**RE:** |SOCCCD: Saddleback College Public Relations/Advertising Consulting Services for Orange County Regional Strong Workforce Program, Amendment No. 02, Interact Communications, Inc. |

**ACTION:** Approval

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### **BACKGROUND**

The California Community College Chancellor's Office (CCCCO) is leading a statewide marketing and branding program for career (technical) education that includes long-term marketing strategies, print and electronic materials, and media placements in strategic regions throughout California. The Orange County (OC) region has allocated funding for specific marketing and branding efforts focused for the benefit of the nine OC colleges' credit and non-credit career education programs.

The first round regional funding was for the period starting July 1, 2016 through December 31, 2018. The second round of funding for the funding years ending December 31, 2019 and December 31, 2020 were awarded to Saddleback College in the amounts of \$1,699,968 and \$1,702,496, respectively. These awards were accepted by the Board of Trustees on July 27, 2018 (EXHIBIT B). The marketing and branding allocation of the two years of funding is \$1,349,968 per year.

### **STATUS**

On January 22, 2018, the District entered into a contract with Interact Communications, Inc. for marketing and branding consulting services, content development, and media placement in the amount of \$1,164,500 which was funded in regional Strong Workforce Program (SWP) round 1 funding and Amendment No. 01 was executed to increase the contract value by \$26,000 for a new contract value of \$1,190,500 (EXHIBIT C). This contract allows for two (2) one-year extensions which would be funded with regional SWP round 2 funding as stated above.

Interact Communications has submitted a proposal of services for round two (2) funding for services that include community/industry research, student intake ("secret shopper") analysis, ongoing content development, website maintenance, news center development, and media placement. These proposed services and proposal were reviewed by the project steering committee whose representation included faculty/counselors, college PIOs, CE deans, industry/community advisors, and fiscal agent representatives from the four OC Community College Districts. Amendment No. 02 to Interact Communications, Inc. agreement (EXHIBIT A) allows the addition of the

new scope for \$1,000,000 and the exercising of the first of two (2) one-year extensions.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Interact Communications, Inc. Amendment No. 02 for Saddleback College Public Relations/Advertising Consulting Services for Orange County Strong Workforce Program in the amount of \$1,000,000 for a new contract value not to exceed \$2,190,500 and exercise the option to extend the term for an additional one year from January 1, 2019 through December 31, 2019.





**AMENDMENT NO. 02  
TO THE PROFESSIONAL SERVICES AGREEMENT  
AT SADDLEBACK COLLEGE**

**THIS AMENDMENT** shall modify the original agreement dated January 22, 2018, and Amendment 1 dated June 21, 2018 by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Interact Communications, Inc. hereinafter referred to as "Consultant."

**WHEREAS**, Article 11.16 of the original agreement provides that this Agreement can be amended or modified with written notice and accepted in writing by both Parties;

**WHEREAS**, Article 4.2 of the original agreement allows for the option to extend the Term of the Agreement by two (2) additional years;

**WHEREAS**, Per Amendment 1, the Total Contract Price for Services as \$1,190,500;

**WHEREAS**, the District was awarded additional funds through the Strong Workforce Program for years 2019 and 2020;

**NOW, THEREFORE**, the Parties agree as follows:

1. The Total Contract Price for Services has been increased by \$1,000,000 for a new amount of \$2,190,500.
2. To execute the first of two one-year extension options. The term of the agreement is extended for one (1) additional year from January 1, 2019 through December 31, 2019.

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

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

Interact Communications, Inc.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

BY:

BY:

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

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

Print Name: Cheryl Broom

Print Name: Ann-Marie Gabel

Print Title: President

Print Title: Vice Chancellor, Business Services

Date:

Date:

Email & Phone: CherylBroom@interact.com

Email & Phone: (949)582-4405

# ORANGE COUNTY COMMUNITY COLLEGES STRONG WORKFORCE INITIATIVE

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Career Education  
Marketing Campaign & Research Services  
November 1, 2018-December 31, 2019

Prepared by  
Cheryl Broom, President

September 25, 2018

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# COVER LETTER

September 19, 2018

Interact Communications  
550 Seagaze Dr. #L106  
Oceanside, CA 92054

Interact Communications, Inc., a full-service marketing and communications company, is pleased to submit this preliminary proposal to the Orange County Community Colleges Strong Workforce Initiative for Year Two of the Career Education Marketing Campaign. This second year of the campaign will continue to build upon the momentum established during the first year, while also expanding the reach of the campaign to a wider audience throughout the region. This year will also focus on improving college systems by providing each college with a deep look into its student intake process.

As a communications company, we bring a single-minded focus on the marketing and enrollment needs of colleges, as well as complete, in-house research, marketing, strategic, and creative services. Interact Communications' offices in La Crosse, WI and Oceanside, CA have the availability of staff and resources to perform all services described in the original RFP. Founded in 1996, Interact is now in its 22nd year as the only full-service marketing agency in the country that works *solely* with two-year colleges. We have developed and implemented marketing plans and brands for colleges nationwide. Some of our current clients include the California Community Colleges Chancellor's Office, College of the Canyons, Los Angeles Community College District, Inland Empire/Desert Regional Consortium, Oakland Community College, Seattle Central College, and the Michigan Community College Association.

We appreciate your consideration of this proposal, and look forward to the opportunity to continue to serve the Orange County Community Colleges Strong Workforce Initiative.

Regards,



Cheryl Broom, M.A.  
President, Interact Communications  
(760) 698-3194  
[Cheryl.broom@interactcom.com](mailto:Cheryl.broom@interactcom.com)  
[www.interactcom.com](http://www.interactcom.com)

# SCOPE OF WORK

## Research & Brand Awareness

Our approach is to perform core research that allows us to create a complete brand, message, and campaign, focused first on increasing applications and enrollment and second on improving community awareness and perceptions. This research conducted in Year 1 of the RFP has now become the benchmark against which we can measure past and predict future success. We propose conducting a second round of research to measure the progress of the campaign and brand awareness. In order to improve the efficiency and efficacy of media buying, as well as provide all individual colleges in the region with data and analysis that will assist them individually and collectively, we recommend the deployment of Media Preferences.

### 2018 Media Preferences Student Personas

In order to be able to share the consolidated results of the regional Media Preferences survey with a wider audience, without the need for sharing your unique login, Interact will use data from your Media Preferences survey to create five unique student personas. These personas, designed in a manner that you can easily share with all Orange County colleges, regional partners, and interested parties, will contain information drawn from the already completed 2018 Media Preferences survey about the preferred ways your target audiences want to hear from you and how they consume information. Sample audiences include students aged 16-20, students aged 21-30, students aged 31+, Hispanic students, students who identify as transfer students, students who are attending regional college in order to start a career or update job skills, etc. The information contained in each of these personas will assist all your regional colleges and partners in drafting communications and marketing and media buying plans that best reach each of your key target audiences.

**Pricing:** \$3,000 // five custom student profiles

**Timeline:** November 2018

### Media Preferences

Building on the 2018-19 Media Prefs survey conducted for the Orange County community colleges, a second year of surveying will help measure the efficacy of the campaign. Your custom questions will be repeated as a way for us to measure how attitudes have changed over the course of 18 months. As part of this contract, Interact Communications provides all marketing support for the survey as well as incentives to encourage student participation.

**What it Costs:** \$34,200 for 10 Orange County institutions (10% discount for second year), year 2, including 5 regional custom questions and five custom student personas.

**Value Added:** Interact Communications' president will present the findings of this survey to the Regional Consortium

**Timeline for Completion:** Survey launches in October 2019 with results available beginning in January 2020.

### Business Community Attitudes and Opinions Research

In order to develop messages and marketing materials that speak to the interests and values of the Orange County business community, Interact recommends conducting focus groups with business community members from throughout Orange County. The focus group research will seek to understand current attitudes and opinions of the business community about Orange County community colleges and identify their top values when considering educational programs from which they will hire employees.

Four focus groups will be conducted with the business community, one per district, 90 minutes for each.

**What it Costs:** \$18,000

**Timeline for Completion:** November-December 2018

## Intake Reviews

Interact's researchers will examine each college's intake system as potential students, experiencing firsthand the message, service, and experience that potential students receive. Interact will examine the intake process by phone, web, and on site. The intake will enable staff to observe the process from the student's perspective. Interact will provide each college with recommendations for enhancing the process and ensuring competitiveness.

**Deliverable:** Following the completion of the phone, web, and in-person review, Interact Communications will prepare a thorough written report with observations and recommendations for each institution, as well as an overall report developed for the consortium. Interact Communications will also schedule a videoconference with each college to walk through the report with the researcher.

**Timeline:** Phone, web, and in-person review will occur, in English, at all 10 Orange County community college institutions in Spring 2019, with the full reports, by campus and the cumulative report, and findings walkthrough to be scheduled no more than six weeks following completion of all in-person visits. In addition, phone (in English), web, and in-person (in Spanish) review will occur, at seven additional noncredit facilities in the Orange County region: Saddleback, Irvine Valley, Coastline, Golden West, Orange Coast, Centennial Education Center and Orange Education Center, with the full reports, by facility and cumulative report, and findings walkthrough to be scheduled no more than six weeks following completion of all in-person visits

**What it Costs:** \$252,450 (\$148,500 (\$14,850 per nine colleges and NOCE, travel included, for phone, web, and in-person review. \$103,950 (\$14,850 per noncredit facility). This is a 10% discount off our traditional pricing.)

**Timeline for Completion:** Spring and Summer 2019

## Advertising Campaign & Collateral Materials

### Advertising Collaterals: Future Built

In this stage of the project, we will update marketing materials for the 2019 campaigns based on previously defined marketing research and approved campaign messaging and strategy. This is an expansion of campaign materials in order to keep your campaign fresh and relevant, and only includes those media that would benefit from a refresh. Up to two presentations of campaign materials will be given for feedback, review, and approval.

This refresh gives the Orange County Consortium 104 new collateral items. These items can be program-specific to assist with those programs that need enrollment boosts.

- 8 YouTube Ads (authentic narration, 1 new ad/month, filming to take place during 2 separate trips throughout year to be planned and scheduled upon contract finalization). This mix of video is to capture the remaining seven colleges who were not featured during Fall 2018 semester, plus one video to be shot in Spanish. Video will be used on YouTube, social media, and digital advertising, plus featured in the newsletter and the News Center.
- 3 Radio Ads (1 new ad to promote summer, fall, and spring enrollments)
- 81 Digital/Social Media Ads (1 new ad every other month, 9 formats for digital and social media campaigns; plus, a total of 3 Spanish language digital/social ads, in 9 formats)
- 9 Outdoor Ads (billboards, busboards, bus shelters)
- 3 direct mail pieces designed for summer, fall, and spring enrollments (design only, no distribution)

**What it Costs:** \$75,000

**Timeline for Completion:** January 2019-December 2019

## Industry Sector Marketing Kits

To continue to educate the community about the strength of Career Education programs and the opportunities afforded to students upon completion of certificates and degrees, Interact Communications proposes extending the region's brand and showcasing the region's programs as they relate to key industry sectors through use of video, radio, digital advertising, and print collateral.

Doing What Matters has identified 10 sector priorities, at which at least one college in the region offers courses:

- ADVANCED MANUFACTURING
- ADVANCED TRANSPORTATION AND LOGISTICS
- AGRICULTURE, WATER & ENVIRONMENTAL TECHNOLOGIES
- BUSINESS & ENTREPRENEURSHIP
- ENERGY, CONSTRUCTION & UTILITIES
- GLOBAL TRADE
- HEALTH
- INFORMATION & COMMUNICATIONS TECHNOLOGIES (ICT)/DIGITAL MEDIA
- LIFE SCIENCES/BIOTECH
- RETAIL/HOSPITALITY/TOURISM

These sectors will be profiled in one-minute videos that can be played during presentations, hosted on YouTube, displayed on college websites, featured on the campaign landing page, and more. The videos will also be repurposed into 30-second spots that can be shared and boosted on social media. Videos will feature local programs and actual faculty, students, and employers and can include information about careers, salaries, and local programs. The style and format of the videos will be determined following contract signing.

30-second radio spots will also be produced featuring each industry sector, targeting potential students, with spots being placed on Pandora and Spotify. In addition, each sector will also have five digital ads formatted for digital and social media advertising.

Finally, each sector toolkit will include a set of print collateral: one brochure, one flyer, and one poster. These materials will follow templated formats so there is a complete set of materials.

In all, Interact proposes the following mix of collateral, for a total of 10 toolkits and 210 pieces of collateral.

- 10 one-minute videos
- 10 30-second videos
- 10 radio ads
- 10 brochures
- 10 flyers
- 10 posters
- 10 outdoor ads
- 140 digital ads (2 ads per industry sector, sized for 7 platforms)

**What it Costs:** \$100,000 (\$10,000 per industry sector toolkit)

**Timeline for Completion:** October 2018-December 2019

## OC Strong Workforce Project Consultation and Integration

To support regional initiatives and effectively integrate them into the Future Built campaign, Interact Communications will work directly with project leads on an as-needed basis to create and disseminate marketing and communications efforts. This work will include consultation services to regional partners including Career Quest, TalentEd, Career Café, Crosswalk, among others, plus the development of marketing strategies and materials to reach local business and industry. We will also support these projects through the development of marketing and communications materials that are professionally designed and integrated into the Future Built campaign.

**What it Costs:** \$25,000 (Estimated \$7,800 for consultation, meetings and planning (to be billed at \$130/hour for an estimated 60 hours total) and estimated \$17,200 for material development (to be billed at Interact's hourly rate per attached sheet. Funds can be shifted between deliverables.) Any funds not spent will be allocated to other areas of the campaign as needed.

**Timeline for Completion:** Year-round, as needed

## Application and Degree Completion Campaigns

### “Completer” Campaign

Community college students – even motivated ones – lead distraction-filled lives. The average CC grad in California earns more than 25 credits ABOVE the 60 required to matriculate – often, this is due to confusion over degree requirements.

With our “completer campaign,” once colleges identify those current students who are close to graduation, we develop motivational messaging that acknowledges their hard work while also encouraging persistence.

The fall-focused mini-campaign would be developed in spring and disseminated in July to encourage fall enrollment. The messaging focuses on the general benefits of completing an educational outcome, as well as “You’ve Got This”-style messages of encouragement and support. The campaign will be distributed via email for a total of 2 emails a week for 2 weeks (4 emails total).

### “One More Class” Campaign

Every class counts – for the student’s expedited degree plan and for the college’s bottom line. By targeting students already registered, colleges can fill struggling classes or bolster credit enrollment statistics with a low-cost, last-minute push.

“One More Class” messaging is all about motivation. For the overachiever, including the early registrant or completer of 45+ units, it’s a challenge (i.e. “C’mon, surely you can handle ONE MORE!”) For the struggling or working student, it’s a message of support (i.e. “You can totally do this – we’ve got your back.”) For all audiences, it’s about reminding the student that faster completion means taking the next step *sooner*, with potential for more immediate (and bigger!) earnings.

“One More Class” campaigns are best employed in the last two weeks of registration season, using email lists filtered to include all registered students (recommended: 2 emails per week for a total of 4 emails).

### CCCApply Reminder Campaign

Just because a prospect abandons an online application, doesn’t mean they’ve given up on the idea of college. The fact that they researched your college, considered the funding they would need to attend, and took the step of initiating the application process conveys a strong motivation to persist.

A well-timed email campaign, with messaging focused on common reasons for abandoning (i.e. time, confusion, interruption, second-thoughts, etc.), can give these motivated prospects the push they need to overcome barriers to enrollment. Even if they don’t convert now, you’ve established a positive and supportive dialogue with a prospect likely to consider you “top-of-mind” when those barriers *do* fall.

This “reminder” campaign would entail 3-4 emails, distributed in the weeks leading up to day one of classes, targeted to prospects who began the enrollment process on the CCCApply website, but did not submit a finished application.

**What it Costs:** \$15,000 (12 emails written, designed and distributed to lists provided by participating colleges)

**Timeline for Completion:** Email campaigns to be developed in late spring, and lists collected emails sent during the six weeks prior to fall 2019 semester.



## Public Relations Activities and News Center

Beginning in October 2019, Interact will continue the following services:

- Three feature stories written and researched each month. Content of stories will be determined in conjunction with Strong Workforce leadership, but can include a monthly profile on a sector, a student success profile, a spotlight on an exceptional program or faculty member, stories showcasing local businesses' relationships with colleges and students, and more. As part of this process, Interact Communications will reach out to administrators, faculty, and staff in the field to collect stories, tips, and ideas that may be helpful for other colleges. (Note: Additional stories can be written at Interact's standard writing fee).
- On a monthly basis, Interact Communications will create and distribute an electronic newsletter, featuring the aforementioned content, to be distributed to a list of internal and external stakeholders. The newsletter will present content in a consistent and easily digestible manner, with stories starting in the e-newsletter and pointing back to the News Center. It will also enable us to post individual social media content while pointing people back to the News Center.
- One brief letter of introduction to accompany electronic newsletter, ghostwritten on behalf of consortium leader (dean, OC director, or sector navigator).
- A monthly e-blast featuring the three stories of the month, with links to the News Center, campaign landing page, and social media sites.
- A bi-monthly update about Strong Workforce planning efforts.
- Posting approved articles and sharing on the campaign social media sites.
- Tracking news items about Orange County community colleges to include on the site.

**What it Costs:** \$7,500 (\$2,500 per month)

**Timeline for Completion:** October 2019-December 2019

## Planning & Execution

### Administrative: Project Management & Support Costs

Interact Communications will provide all administrative and project management and support, including News Center and website updates. In addition, Interact will oversee all media buying placement, measurement, and evaluation. Interact Communications will provide a monthly update, which can be made in person, remotely, or in writing.

**What it Costs:** \$60,000

**Timeline for Completion:** January 2019-December 2019

## FEE PROPOSAL

Element	Flat Fee for Service	
<b>Research, Brand Awareness Testing &amp; Intake Spoofing</b>		<b>\$307,650</b>
Five Unique Student Personas	\$3,000	
Media Preferences Survey at 10 Institutions and Regional Consortium & Presentation (with 10% discount)	\$34,200	
Business Community Attitudes & Opinions Research	\$18,000	
Intake Spoofing (with 10% discount)	\$252,450	
<b>Marketing Campaigns, Consultation &amp; Collateral Materials</b>		<b>\$215,000</b>
Update of 104 collateral items, including program-specific collateral as well as collateral that highlights other Consortium activities/outcomes that would be persuasive to potential students	\$75,000	
Industry Sector Marketing Toolkits (10)	\$100,000	
OC Strong Workforce Project Consultation Integration	\$25,000	
Application and Degree Completion Campaigns	\$15,000	
<b>Public Relations Activities and News Center</b>		<b>\$7,500</b>
PR and News Center Writing + Posting	\$7,500	
<b>Plan Implementation &amp; Administrative Fees</b>		<b>\$60,000</b>
Administrative: Project Management, Media Buying, Website Hosting & Updates, Travel & Support Costs	\$60,000	
<b>SUBTOTAL</b>		<b>\$590,150</b>
<b>Media Buy (Hard costs only)</b>		<b>\$409,850</b>
<b>TOTAL WITH MEDIA BUYS</b>		<b>\$1,000,000</b>

# HOURLY RATE CARD

interact

2 0 1 7 R A T E S

interact

2-Year College Experts

## Hourly and Contract Rates

Specialty Areas:					
<b>Dr. Pamela Cox-Otto</b> <i>Advisory Marketing Consulting Project Management Presentation Rate</i>	<b>Enrollment Management Assessment &amp; Planning</b> <i>Advisory Marketing Consulting Project Management Presentation Rate</i>	<b>Full Audio Crew for Podcast &amp; Broad- cast</b> <i>Advisory Marketing Consulting Project Management Presentation Rate</i>	<b>Full Video Crew for Broadcast</b> <i>Advisory Marketing Consulting Project Management Presentation Rate</i>	<b>Training</b> <i>Advisory Marketing Consulting Project Management Presentation Rate</i>	<b>Facilitation</b> <i>Advisory Marketing Consulting Project Management Presentation Rate</i>
<b>\$10,000</b> <small>(Includes presentation &amp; Travel)</small>		<b>\$300 @hour (8 hours min.)</b>	<b>\$525 @hour Day Rate: \$4,200 (8 hrs) (4 days min.)</b>	<b>Day Rate: \$3,600</b>	<b>Day Rate: \$3,600</b>

## Open Rates

*Advisory  
Marketing  
Consulting  
Project  
Management  
Presentation  
Rate*

Creative Services (Remote):	Hour
Senior Marketing Counsel	\$315
Marketing/PR Counsel	\$150
Advertising Concepts	\$120
Project Management	\$110
Web Analysis & Consulting	\$180
Design (Layout)	\$85
Art Direction	\$120
Copy Writing	\$85
Illustration	\$90

Advertising Services:	
Media Buying (Media Commission or \$100 per hour which ever is less expensive)	\$90
Storyboard/Design	\$210
Broadcast Production	\$225
Videographer (One)	\$525
Videography Crew (3-person)	\$150
Digitization & Editing	\$300
Photography (8 hour min.)	\$ Billed at actual cost
Talent, Props and Outside Costs	

Research Services:	
Day rate for 4 Focus Groups, analysts and reporting	\$15,000
Phone surveys, 500 completes	\$30,000

## Client Rates

*Advisory  
Marketing  
Consulting  
Project  
Management  
Presentation  
Rate*

Creative Services (Remote):	Hour
Senior Marketing Counsel	\$200
Marketing/PR Counsel	\$150
Advertising Concepts	\$120
Project Management	\$110
Web Analysis & Consulting	\$180
Design (Layout)	\$75
Art Direction	\$105
Copy Writing	\$75
Illustration	\$80

Advertising Services:	
Media Buying (Media Commission 12.5%)	\$80
Storyboard/Design	\$190
Broadcast Production	\$200
Videographer (One)	\$500
Videography Crew (3-person)	\$140
Digitization & Editing	\$280
Photography (8 hour min.)	\$ Billed at actual cost
Talent, Props and Outside Costs	

## Estimates & Project Rates

*Advisory  
Marketing  
Consulting  
Project  
Management  
Presentation  
Rate*

*Advisory  
Marketing  
Consulting  
Project  
Management  
Presentation  
Rate*

Interact is the ONLY  
full-service marketing agency  
in the nation  
that serves ONLY  
Two-year colleges

interact

Valid for 2017- 2018

# SIGNATURE:

## Payment terms:

*One-time full payment of Media Buy, to be invoiced 30 days prior to first month of media placement.*

*Administrative costs are to be invoiced at 25% upon contract signing, 25% on June 30<sup>th</sup>, and the remaining 50% upon completion of the project. Remaining payments are due upon the completion of milestones.*

*Any other services required outside of the stated parameters of this contract will be furnished at our best client pricing under separate contracts. Any changes to the contract will be noted and will require signed authorization in the form of a change order.*

*This agreement contains the entire agreement and understanding between the parties with respect to the subject matter herein.*

Agreed to on behalf of:

Agreed to on behalf of:

**South Orange County CCD**

**Interact Communications, Inc.**

\_\_\_\_\_  
Name/Title Cheryl Broom

\_\_\_\_\_  
Signature 

\_\_\_\_\_  
Date September 25, 2018

Board  
Approved  
7/30/2018  
196

**EXHIBIT A**  
**Participation Agreement - Summary Sheet**  
**Scope of Work for Strong Workforce Program -- Regional Funds**

This Participation Agreement constitutes Saddleback College's Scope of Work for the 2017-2018 allocation of Strong Workforce Regional Funds under the Master Agreement DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

<b>Master Agreement Number</b>	DO-17-2185-13
<b>Participation Agreement Number</b>	DO-18-2225-29
<b>ACTION</b>	<i>Modification (May 2018)</i>
<b>Fiscal Year Allocation</b>	2017-2018
<b>Term</b>	07/01/2017 - 12/31/19
<b>Name of College</b>	Saddleback College
<b>District</b>	South Orange County CCD
<b>Participation Agreement Point of Contact</b>	
<b>Name</b>	Anthony Teng
<b>Title</b>	Dean, Advanced Technology and Applied Science
<b>Address</b>	28000 Marguerite Parkway
<b>City, State Zip</b>	Mission Viejo, CA 92692
<b>Phone, Email</b>	(949) 582-4895, ateng@saddleback.edu
<b>SWP-Regional Share FY 17/18 - REGIONAL PROJECTS</b>	
<b>1. Project Name</b>	Careers in Education Pathway
<b>a. Is the college a Lead for this Project?</b>	No (lead is Santiago Canyon College)
<b>b. Amount of funds for this project</b>	\$50,000
<b>c. Brief description of work to be performed</b>	Develop Careers in Education Pathways
<b>2. Project Name</b>	Marketing & Branding
<b>a. Is the college a Lead for this Project?</b>	Yes
<b>b. Amount of funds for this project</b>	\$1,349,968
<b>c. Brief description of work to be performed</b>	<i>Modification: allocation of \$61,968 for local CTE marketing.</i> Lead the regional project to develop and invest in the following: 1) A sustainable marketing and branding strategy including development of marketing materials and outreach resources. 2) Development of social media and web-based resources to support marketing and outreach. 3) Development of outreach methods that can be used regionally and locally to promote current and future career education programs. 4) Establish a story map platform that will provide career education information and drive interested parents and students to sector/college points of contact to increase student enrollment. 5) Provide a web-based resource to provide CTE information to the community. 6) Support K-14 counselor collaboration by maintaining a CTE Counselor Network.
<b>3. Project Name</b>	Vertical Sector Lead: Allied Health
<b>a. Is the college a Lead for this Project?</b>	Yes
<b>b. Amount of funds for this project</b>	\$300,000
<b>c. Brief description of work to be performed</b>	Lead a project to compile data to identify critical training needs; coordinate alignment efforts among 5 colleges; support health training program improvements; collaborate to develop pathways for high school students; increase readiness and decrease time for completion; develop articulation agreements to reduce credit duplication after transfer; and build pathways for incumbent workers.
<b>Total Allocation</b>	\$1,699,968

**EXHIBIT A**  
**Participation Agreement - Summary Sheet**  
**Scope of Work for Strong Workforce Program Regional Funds**

This Participation Agreement constitutes Saddleback College's Scope of Work for the 2017-2018 allocation of Strong Workforce Regional Funds under the Master Agreement DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

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**NOTE on Scope of Work:** The Project Applications included with this Participation Agreement represent the Scope of Work to be performed. As each Project may be a combined effort of multiple colleges and partners, it is understood that the college in this Participation Agreement has responsibility to implement some component of this work, as represented in the Project Application and as appropriate to meeting the goals and intent of the project.

**NOTE on Project Leadership:** Colleges that serve as the Project Lead are responsible for keeping informed about the progress of all colleges and partners in the Project, convening Project partners, facilitating modifications to project plans and budgets according to the terms of the Master Agreement, and providing project update reports as requested by the Regional Consortia, Fiscal Agent, or the California Community Colleges Chancellor's Office

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that all Parties have signed the Agreement.

Name of President or Designee: Ann-Marie Gabe, Vice Chancellor

Signature: [Signature] Date: 8/3/18

Name of Fiscal Officer or Designee: Anthony Teng, Dean

Signature: Not Required Date: \_\_\_\_\_

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**Regional Consortium**

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LA/OC RC Director: Gustavo Chamorro

Signature: \_\_\_\_\_ Date: 8-13-18

**RSCCD - Fiscal Agent**

Name of Fiscal Agent: Sarah Santoyo

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

**EXHIBIT A**  
**Participation Agreement - Summary Sheet**  
**Scope of Work for Strong Workforce Program -- Regional Funds**

Board Approved  
7/30/2018

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This Participation Agreement constitutes Saddleback College's Scope of Work for the 2018-2019 allocation of Strong Workforce Regional Funds under the Master Agreement DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

<b>Master Agreement Number</b>	DO-17-2185-13
<b>Participation Agreement Number</b>	DO-18-2183-29
<b>ACTION</b>	<i>Original</i>
<b>Fiscal Year Allocation</b>	2018-2019
<b>Term</b>	07/01/2018 - 12/31/20
<b>Name of College</b>	Saddleback College
<b>District</b>	South Orange County CCD
<b>Participation Agreement Point of Contact</b>	
<b>Name</b>	Anthony Teng
<b>Title</b>	Dean, Advanced Technology and Applied Science
<b>Address</b>	28000 Marguerite Parkway
<b>City, State Zip</b>	Mission Viejo, CA 92692
<b>Phone, Email</b>	(949) 582-4895, ateng@saddleback.edu
<b>SWP-Regional Share FY 18/19) - REGIONAL PROJECTS</b>	
<b>1. Project Name</b>	Careers in Education Pathway
<b>a. Is the college a Lead for this Project?</b>	No (lead is Santiago Canyon College)
<b>b. Amount of funds for this project</b>	\$50,000
<b>c. Brief description of work to be performed</b>	Develop Careers in Education Pathways
<b>2. Project Name</b>	Data Science Pathway Specialist
<b>a. Is the college a Lead for this Project?</b>	No (lead is Golden West College)
<b>b. Amount of funds for this project</b>	\$17,200
<b>c. Brief description of work to be performed</b>	Develop data science pathways
<b>3. Project Name</b>	Marketing & Branding
<b>a. Is the college a Lead for this Project?</b>	Yes
<b>b. Amount of funds for this project</b>	\$1,335,296
<b>c. Brief description of work to be performed</b>	Lead the regional project to develop and invest in the following: 1) A sustainable marketing and branding strategy including development of marketing materials and outreach resources. 2) Development of social media and web-based resources to support marketing and outreach. 3) Development of outreach methods that can be used regionally and locally to promote current and future career education programs. 4) Establish a story map platform that will provide career education information and drive interested parents and students to sector/college points of contact to increase student enrollment. 5) Provide a web-based resource to provide CTE information to the community. 6) Support K-14 counselor collaboration by maintaining a CTE Counselor Network.

**EXHIBIT A**  
**Participation Agreement - Summary Sheet**  
**Scope of Work for Strong Workforce Program - Regional Funds**

This Participation Agreement constitutes Saddleback College's Scope of Work for the 2018-2019 allocation of Strong Workforce Regional Funds under the Master Agreement DO-17-2185-13, and is subject to the terms and conditions as outlined in the Master Agreement.

4. Project Name	Vertical Sector Lead: Allied Health
a. Is the college a Lead for this Project?	Yes
b. Amount of funds for this project	\$300,000
c. Brief description of work to be performed	Lead a project to compile data to identify critical training needs; coordinate alignment efforts among 5 colleges; support health training program improvements; collaborate to develop pathways for high school students; increase readiness and decrease time for completion; develop articulation agreements to reduce credit duplication after transfer; and build pathways for incumbent workers.
Total Allocation	\$1,702,496

**NOTE on Scope of Work:** The Project Applications included with this Participation Agreement represent the Scope of Work to be performed. As each Project may be a combined effort of multiple colleges and partners, it is understood that the college in this Participation Agreement has responsibility to implement some component of this work, as represented in the Project Application and as appropriate to meeting the goals and intent of the project.

**NOTE on Project Leadership:** Colleges that serve as the Project Lead are responsible for keeping informed about the progress of all colleges and partners in the Project, convening Project partners, facilitating modifications to project plans and budgets according to the terms of the Master Agreement, and providing project update reports as requested by the Regional Consortia, Fiscal Agent, or the California Community Colleges Chancellor's Office.

IN WITNESS WHEREOF, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have caused this Agreement to be executed as of the day that all Parties have signed the Agreement.

Name of President or Designee: Ann-Marie Gabel, Vice Chancellor

Signature:  Date: 8/13/18

Name of Fiscal Officer or Designee: Anthony Teng, Dean

Signature: Not Required Date: \_\_\_\_\_

**Regional Consortium**

LA/OC RC Director: Gustavo Chamorro

Signature:  Date: 8-13-18

**RSCCD - Fiscal Agent**

Name of Fiscal Agent Representative: Sarah Santoyo

Signature:  Date: 8/13/18





**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**PUBLIC RELATIONS/ADVERTISING CONSULTING SERVICES AGREEMENT  
PUBLIC RELATIONS/ADVERTISING CONSULTING FOR ORANGE COUNTY STRONG  
WORKFORCE PROGRAM, SADDLEBACK COLLEGE  
INTERACT COMMUNICATIONS**

**JANUARY 23, 2018 – DECEMBER 31, 2018**

This AGREEMENT is made and entered into this 23th-day of January in the year 2018 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Interact Communications, 550 Seagaze Dr. #L105, Oceanside, CA 92056, 608-781-8495 hereinafter referred to as "CONSULTANT". DISTRICT and CONSULTANT are also referred to collectively as the "Parties" and individually as "Party";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT desires to obtain Public Relations/Advertising Consulting services for the Public Relations/Advertising Consulting for Orange County Strong Workforce Program, Saddleback College, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT is fully licensed as required by the State of California, experienced and competent to provide Commissioning services in conformity with the laws of the State of California; and

NOW, THEREFORE, the Parties hereto agree as follows:

**ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES**

- 1.1. **Services.** The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CONSULTANT shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CONSULTANT'S Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of PROJECT. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. CONSULTANT assignment for this PROJECT is



for insert as needed: one project executive, one project lead, one senior project manager, one director of communications, one strategic director, one Senior Research Analyst, one creative director and one video producer. The CONSULTANT shall designate Pamela Cox-Otto, as Project Executive/Principal in Charge, and a management team of Cheryl Broom, M.A. as Project Lead, Andrew Hughes as Senior Project Manager, Carrie Smith, M.B.A as Director of Communication, James Wiseman as Strategic Director, Mark Mastej as Senior Research Analyst, Terry Kinney, Ph.D. as Senior Researcher, Mai Yingneuk as Creative Director, and Todd Bunnell as video producer. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with the PROJECT.

- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and all lead or key personnel must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of Consultant to Other Project Participants.** CONSULTANT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and others providing services in connection with bidding and/or construction of the PROJECT. The CONSULTANT is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The CONSULTANT shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CONSULTANT'S rendition of services hereunder shall be deemed CONSULTANT'S assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the CONSULTANT. CONSULTANT shall coordinate all work with DISTRICT CONSULTANTS as necessary to complete contract requirements.
- 1.6. **Acceptance of Project Schedule.** The CONSULTANT shall accept the DISTRICT'S project schedule for the performance of the CONSULTANT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the Parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

## ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. **Initial Services.** The Public Relations/Advertising Consultant's initial services will include:
  - a. Develop a five-year strategic marketing plan with sustainable outcomes; scope will include strategies for branding career education throughout Orange County and include all nine colleges, North Orange Continuing Education (NOCE) and significant industry sectors.
  - b. Identify new market segments with strategies for outreach, and marketing tools resources and collateral.

- c. Design, plan, purchase and coordinate advertising placement based on developed marketing and branding strategy,
  - d. Coordinate marketing and branding strategy with other regional initiatives,
  - e. Design and develop regionalized marketing and branding materials based on developed strategy, and
  - f. Submit to the funding agency quarterly and annual deliverables for SWP metrics. Submit monthly updates to funding agency on progress, tools and available resources.
- 2.2. **Schedule.** The Public Relations/Advertising Consulting Services effort is expected to begin upon Board approval at the January 2018 Board meeting and end no later than December 31, 2018. This contract includes the option for up to two, one-year renewals.
- 2.3. **Tasks.** The following are the expected tasks and deliverables associated with the Public Relations/Advertising Consulting Services effort:
- a. **Task 1: Project Initiation**
    - 1. Meet with the Orange County regional consortium marketing steering committee to develop and finalize a detailed work plan and schedule which at a minimum will establish meeting and presentation schedules, clarify roles and responsibilities of both staff and consultant teams, and include an evaluation methodology, in accordance with the Public Relations/Advertising Consulting Services terms and conditions and appropriate to meet the highest standard for the Public Relations/Advertising Consulting Services.
    - 2. Deliverables:
      - i. Meeting notes
      - ii. Final work plan and project schedule
      - iii. Roles and Responsibilities Matrix
      - iv. Evaluation methodology
      - v. Weekly reporting of progress
  - b. **Task 2: Research and Analysis Phase**
    - 1. Review available background materials and any other relevant information relating to the project including, but not limited to:
      - i. CCCCCO: Doing What Matters initiative narrative,
      - ii. CCCCCO: Rebranding initiative's deliverables and directives,
      - iii. Orange County colleges marketing initiatives,
      - iv. Orange County education, government, and industry partners' needs, and
      - v. Meet with staff members most knowledgeable about the Project.
    - 2. Deliverables:

- i. Summary of meeting notes with College representatives and key stakeholders
- ii. Draft and final versions of Research and Analysis findings
- iii. Report and recommendations

c. **Task 3: Implementation**

- 1. Based upon comments and information received through Task 2, continue work identified under **"Services"** above.
- 2. Deliverables:
  - i. Mid-Point report
  - ii. Final report
  - iii. Presentations to the Orange County consortium and steering committee
  - iv. Media and marketing materials ready for placement
    - (a) DISTRICT and CONSULTANT agree that the CONSULTANT will function on the DISTRICT'S behalf.
    - (b) The CONSULTANT shall have the right to hire vendors and to sign media contracts on the DISTRICT'S behalf, but only with the DISTRICT'S prior written approval.
    - (c) After providing written approval, DISTRICT accepts full financial responsibility and liability for payment of production, media space, broadcast time, digital and other services (Services) ordered under the authorization. Services shall be paid in a timely manner by the CONSULTANT to cover invoices for Services. Funds paid to CONSULTANT will be placed in an escrow account for future payments to the media and must be paid by DISTRICT to CONSULTANT no less than two months prior to any media billings for the term of this agreement.
    - (d) A media buying commission will not be charged for media buys less than \$400,000 if funds for the media buy are made no less than two months prior to any media billings. A media buying commission of 15 percent will be charged for media buys over \$400,000 and for any media buys in which payment is not made two months prior to any media billings as a result of DISTRICT actions.
    - (e) DISTRICT shall hold CONSULTANT harmless for any claims made relative to the DISTRICT'S Services identified in this "iv. Media and marketing materials ready for placement" paragraph.

2.4. **Regulatory Compliance.** The CONSULTANT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT'S PROJECT.

- a. Coordination with the DISTRICT and their consultants will be required.



- b. Firms must hold all necessary registrations/ business licenses/ insurance to perform business in the state, county and city.

### ARTICLE 3 ADDITIONAL CONSULTANT SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Attachment "A" CONSULTANT Compensation Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include: Material Project Scope Changes. Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including PROJECT size, quality, or complexity or material changes to the contract.
- 3.3. **Compensation for Additional Services.** If the duration of CONSULTANT services is extended, due to the DISTRICT'S need for Additional Services, the CONSULTANT shall be entitled to additional compensation as set forth in Attachment A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CONSULTANT. The CONSULTANT shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

### ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CONSULTANT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONSULTANT.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the CONSULTANT for eleven months with a completion date of December 31, 2018 with two one-year options to renew via written amendment. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. The term may be extended due to construction delay other than those delays caused by CONSULTANT'S actions.
- 4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment B.
- 4.5. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension.



## ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:
- a. **Workers Compensation and Employer's Liability.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
  - b. **General Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT.
  - c. The CONSULTANT, at its own expense, cost and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof; and
- 5.2. **Purchase and Maintain Insurance.** CONSULTANT shall purchase and maintain PROJECT specific insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of insurance, which will protect CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. **Statutory Workers' Compensation and Employers' Liability.** CONSULTANT shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CONSULTANT may be liable. CONSULTANT shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.

- b. **Comprehensive general and auto liability.** CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT'S services under this AGREEMENT and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT'S employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CONSULTANT, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CONSULTANT'S obligations under this AGREEMENT; and (vi) for completed operations.

Comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence and \$2,000,000 in the aggregate, including:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

- c. **Additional Insured.** Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than 30 days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

- 5.3. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least 30 days advance written notice to the DISTRICT.



- 5.4. **Insurance Evidenced.** Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

5.5. **Coverage Amounts**

Insurance Policy	Minimum coverage Amount
Workers Compensation	In accordance with applicable law
Employers Liability	One Million dollars (\$1,000,000)
General and Auto Liability	\$1,000,000 per occurrence and \$2,000,000 in the aggregate

**ARTICLE 6    COMPENSATION TO THE CONSULTANT**

The DISTRICT shall compensate the CONSULTANT as follows:

- 6.1. **Contract Price for Services.** The Contract Price for the CONSULTANT'S performance of the Services under this Agreement shall consist of the following lump sum prices further broken down in Attachment B:

a.	Task 1 Project Initiation	No Fee
b.	Task 2 Research and Analysis	\$ 151,000
c.	Task 3 Implementation	\$ 189,000
d.	DISTRICT Allowance	\$ 424,500
e.	Services Allowance per Article 2.3 C, 2.iv	<u>\$ 400,000</u>
f.	<b>TOTAL</b>	<b>\$1,164,500</b>

- 6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.

- 6.3. **Consultant Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services and authorized Additional Services. Services are to be invoiced in accordance with percent complete.

- 6.4. **District Payment of Contract Price.** Within thirty (30) days of the date of the DISTRICT'S receipt of CONSULTANT'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable



Reimbursable Expenses. DISTRICT must provide written approval in advance for expenditure of all Allowance amounts.

- 6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for CONSULTANT services shall be made monthly. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Attachment A or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing.
  - a. Reimbursable expenses are in addition to compensation for Services and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT.
  - b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT'S normal travel expense (including to and from the PROJECT) and meals are excluded.
  - c. Expense of reproductions (except those needed for the use of the CONSULTANT and his or her CONSULTANTS or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.

- d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
- e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CONSULTANT'S Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CONSULTANT, the CONSULTANT'S employees and CONSULTANTS in the interest of the PROJECT.
- g. For additional services of CONSULTANTS, compensation shall be computed at a multiple of 1.05 times the amounts billed to the CONSULTANT for such services.

## ARTICLE 7 CONSULTANT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2. **Documentation.** The CONSULTANT shall make a written record of all discussions and decisions made between or among the DISTRICT and CONSULTANT during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3. **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this agreement and shall deliver electronic copy of all reports and documentation via flash drive in workable and PDF format upon completion of each phase of work. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.4. **Copyright/Trademark/Patent.** 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 right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

## ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Thirty day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the



- termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other Party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either Party upon not less than 7 days written notice should the other Party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the Party initiating the termination.
- 8.4. **Suspension of Project.** The DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.
- 8.5. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6. **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
  - b. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice.

- c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. **Consultant Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'S failure to perform as provided in the AGREEMENT.

#### ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Work to Continue.** In the event of a dispute between the Parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the Parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each Party will bear its own legal expenses.
- 9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the Parties mutually agree otherwise.
  - a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
  - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
  - c. Notice of demand for arbitration shall be filed in writing with the other Party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
  - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such



issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.

- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the PROJECT is located.

#### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. At the written request of the CONSULTANT, DISTRICT shall provide CONSULTANT copies of any documents related to the PROJECT.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:

**Anthony Teng, Dean Advanced Technology and Applied Science**

- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Tests/Inspections.** Not Used.
- 10.5. **District Consultants.** Other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to: legal counsel, insurance/surety consultants, audio-visual equipment/installation consultants, and hazardous material assessment & abatement consultants.

#### ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT,

CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.

- 11.3. **Consultant Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions.** Not used.
- 11.7. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the Parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.9. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT'S employees.



- 11.10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.11. **Non-Assignment.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other Party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and or control of CONSULTANT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 11.12. **Permits/Licenses.** CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13. **Notifications.** All notices or demands to be given under this AGREEMENT by either Party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.14. **Communications** between the Parties shall be sent to the following addresses:

DISTRICT  
Anthony Teng  
Dean Advanced Technology and Applied Science  
Saddleback College  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[ateng@saddleback.edu](mailto:ateng@saddleback.edu)

COPY  
Dr. James Buysse  
Acting Vice Chancellor, Business Services  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[jbuysse@socccd.edu](mailto:jbuysse@socccd.edu)

CONSULTANT  
Cheryl Broom  
President  
Interact Communications  
550 Seagaze Dr. #L105  
Oceanside, CA 92056  
[cheryl.broom@interactcom.com](mailto:cheryl.broom@interactcom.com)

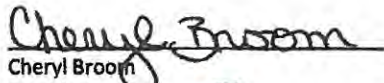
COPY  
Carrie Smith  
Director of Communications  
Interact Communications  
550 Seagaze Dr. #L105  
Oceanside, CA 92056  
[Carrie.smith@ineractcom.com](mailto:Carrie.smith@ineractcom.com)

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


This AGREEMENT entered into as of the day and year first written above.

CONSULTANT  
Interact Communications

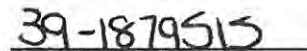
DISTRICT  
South Orange County Community College District

  
Cheryl Broom  
President

  
Dr. James Buysse  
Acting Vice Chancellor, Business Services

  
(Date)

January 23, 2018  
(Date)

  
(Taxpayer number)

Attachment A Criteria and Billing for Extra Work



## ATTACHMENT A CRITERIA AND BILLING FOR EXTRA WORK

A. The following extra services to this AGREEMENT shall be performed by CONSULTANT if needed and requested by the DISTRICT.

1. Making revisions in 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 CONSULTANT within a reasonable time, as requested by CONSULTANT.
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.
3. Providing services made necessary by the default of a third party vendor.

B. The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT and each sub-consultant involved in the PROJECT.

<u>CONSULTANT Creative Services</u>	<u>Fee Per Hour</u>
Senior Marketing Counsel	\$200
Marketing/PR Counsel	\$130
Advertising Concepts	\$105
Project Management	\$ 95
Web Analysis & Consulting	\$150
Design (Layout)	\$ 75
Art Direction	\$105
Copy Writing	\$ 75
Illustration	\$ 90
 Advertising Services	
Media Buying	Media Commission or \$ 85, whichever is less
Storyboard/Design	\$ 80
Broadcast Production	\$190
Videographer (One)	\$200
Videography Crew (3 Persons)	\$500
Digitization & Editing	\$140
Photography (8 hour minimum)	\$280
Talent, Props and Outside costs	Billed at actual cost

**ATTACHMENT B FEE BREAKDOWN**

# **PROFESSIONAL FEES**

**6.1 Contract Price for Services.** The Contract Price for the CONSULTANT'S performance of the Services under this Agreement shall consist of the following lump sum prices:

**a. Task 1 Project Initiation**

<b>Regional Brand Development &amp; Research</b>	<b>Flat Fee for Service</b>
Meet with the Orange County Regional Consortium and develop and finalize a detailed work plan and schedule.	No Fee

**b. Task 2 Research and Analysis**

<b>Regional Brand Development &amp; Research</b>		<b>Flat Fee for Service</b>
Step 1	Internal Research (Online & Onsite), including the review of all available background materials and any other relevant information relating to the project	\$16,500
Step 2	Community Attitudes Research (Qualitative: 5 focus groups & Quantitative)	\$40,500
Step 3	Emotional Resonance, Test Brand & Message Statements with 5 focus groups	\$14,000
Step 4	Finalize Campaign Messaging & Strategy, including creation of name, wordmark & tagline	\$25,000
Step 5	Brand Rollout & Creation of Comprehensive Brand Style Guide	\$20,000
Step 6	Media Preferences Survey for 10 Regional Consortium Institutions plus one overall regional consortium data set, and in-person presentation of results	\$35,000
<b>Total for all Services</b>		<b>\$151,000</b>

**c. Task 3 Implementation**

<b>Advertising Campaign &amp; Collateral Materials Implementation and Management</b>		
Development of a five-year marketing plan that integrates all marketing and that contains all key deliverables and ROI measurement.		\$25,000
Creation of 100 collateral items, including all photography and video services to be conducted during a one-week filming and photography schedule.		\$71,000
Campaign website design, access, research, compliance and testing (desktop & mobile).		\$38,000
Project management, media buying, leadership, speaking, and professional fees.		\$55,000
<b>Total for all Services</b>		<b>\$189,000</b>





AMENDMENT NO. 01  
TO THE CONSULTING SERVICES AGREEMENT  
AT SADDLEBACK COLLEGE

THIS AMENDMENT shall modify the original agreement dated January 23, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and INTERACT COMMUNICATIONS hereinafter referred to as "CONSULTANT".

WHEREAS, Article 11.16 of the original agreement provides that this agreement may be amended with written approval of both Parties;

WHEREAS, Article 6.1 of the original agreement states the total contract price for services as One Million One Hundred Sixty-Four Thousand Five Hundred Dollars (\$1,164,500);

WHEREAS, District would like to extend additional funds of \$26,000 for marketing and advertising consulting services due to increase in scope of work related to the Orange County regional marketing web site development and content refresh. Additional content will be presented in the area known as the News Center and will be updated monthly with three feature stories, electronic newsletter, and related materials; and

NOW, THEREFORE, the Parties agree as follows:

1. The Total Contract Price for Services to be revised from \$1,164,500 to \$1,190,500.

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

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

INTERACT COMMUNICATIONS

BY:

Cheryl Broom  
Signature of Authorized Representative

Print Name: Cheryl Broom

Print Title: President

Date:

6/20/18

Email & Phone: Cheryl.broom@interactcom.com

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

BY:

Priya Jerome  
Signature of Authorized Representative

Print Name: Priya Jerome

Print Title: Executive Director- Procurement, Risk Mgmt

Date:

6/21/19

Email & Phone: (949)582-4405

**TO:** Board of Trustees

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

**RE:** Saddleback College: Access Control Project, Construction Management Services, Bernards

**ACTION:** Approval

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### **BACKGROUND**

On May 21, 2018, the Board of Trustees approved \$4,000,000 in basic aid for the Saddleback College Access Control project and \$3,000,000 for the ADA Transition Plan project of which Saddleback College will utilize \$1,600,000 for ADA improvements and correction of ADA deficiencies campus-wide. Additionally, Saddleback College set aside \$6,210,211 in scheduled maintenance funds for the Access Control project. The total budget for the project is \$11,269,710.

There is a need to provide construction management services for the Saddleback College Access Control project.

Pursuant to California Government Code section 53060 the District may contract with and employ any persons for the furnishing of special services and advise in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required. Furthermore, 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. To ensure compliance and transparency in the selection process, the District followed the guidelines of a competitive Request for Proposal (RFP) process.

### **STATUS**

On September 7, 2018 the District issued a RFP for Construction Management Services for the Saddleback College Access Control project and submitted it to the District's established Construction Management Services pool.

On September 20, 2018, four proposals (EXHIBIT A) were received and members of the Saddleback College facilities department evaluated the submittals. Criteria for selection includes: experience with multi-million dollar community college projects, number of years performing services, commitment to seeing projects through to completion, and assurance that fees align with all of the above and are fair and reasonable. On September 27, 2018, four firms were interviewed. Based on the

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

interview results and confirmation that the fee proposal was fair and reasonable, staff recommends award of the Construction Management Services agreement (EXHIBIT B) to Bernards, as best value for a fourteen month contract from November 1, 2018 through December 31, 2019, with a contract value of \$399,968.

Funding is from approved basic aid funds and the Saddleback College general fund.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Bernards agreement for Construction Management Services, for the Saddleback College Access Control project, for a not to exceed amount of \$399,968, for the period covering November 1, 2018 through December 31, 2019.

**Request for Proposals  
Construction Management Services  
Access Control Project  
Saddleback College**

**South Orange County Community College District**

**October 29, 2018**

<b>COMPANY NAME</b>	<b>CITY</b>	<b>SUBMITTER'S NAME</b>	<b>TECHNICAL RATING</b>	<b>FEE PROPOSAL</b>
Bernards	Irvine, CA	Rich Fochtman	253	*\$399,968
Cumming Construction Management, Inc	Aliso Viejo, CA	Anthony Sanchez	239	\$905,333
Cordoba Corporation	Los Angeles, CA	Michael Boomsma	230	\$835,200
Telacu Construction Management	Orange, CA	Daniel Clem	202	\$950,140

\*Negotiated Fee



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**CONSTRUCTION MANAGEMENT SERVICES AGREEMENT  
SADDLEBACK COLLEGE  
ACCESS CONTROL PROJECT**

**BERNARDS**

This AGREEMENT is made and entered into this 1<sup>ST</sup> day of November in the year 2018 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Bernards, 2569 McCabe Way, Irvine, CA 92614 hereinafter referred to as "CM";

WHEREAS, DISTRICT is authorized by Section 53060 of the California Government Code to enter into an AGREEMENT with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT desires to obtain construction management services for the Access Control Project, hereinafter referred to as "PROJECT"; and

WHEREAS, CM is fully licensed as required by the State of California, experienced and competent to provide CM services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

**ARTICLE 1 CM'S SERVICES AND RESPONSIBILITIES**

- 1.1. **Services.** The CM'S services shall consist of those services performed by the CM and CM'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CM shall provide the services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this AGREEMENT, and all applicable laws, codes, rules, regulations or ordinances. CM'S Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of the PROJECT. CM shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CM has been selected to perform the work herein because of the skills and expertise of key individuals. CM assignment for this PROJECT is for one Project Executive and one Project Manager. The CM shall designate Rick Fochtman, as Project Executive, and William Perez as Project Manager. So long as their performance continues to be acceptable to the

DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CM must furnish the name of all other key people in CM'S firm that will be associated with the PROJECT.

- 1.4. **Replacement of Key Individual.** If the designated construction manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT , then upon written notice the CM will have ten working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume and/or interview. All lead or key personnel must also be designated by the CM and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of CM to Other Project Participants.** CM'S services hereunder shall be provided in conjunction with AGREEMENTS between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection service providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of design documents for the PROJECT. The Architect shall perform its duties in accordance with its AGREEMENT(s) with the DISTRICT. Except as expressly set forth herein, neither this AGREEMENT, nor CM'S rendition of services hereunder shall be deemed CM'S assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the construction documents for the PROJECT, which are and remain that of the Architect. CM shall coordinate all work with DISTRICT representative as necessary to complete the AGREEMENT requirements.
- 1.6. **Acceptance of Project Schedule.** The CM acknowledges that all time limits stated in this AGREEMENT are of the utmost importance to DISTRICT. The CM shall accept the DISTRICT'S PROJECT schedule for the performance of the CM'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written AGREEMENT of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CM. The Constructability, Schedule, Estimate, value engineering and PROJECT bid alternate recommendations shall be provided within 30 calendar days of signed AGREEMENT for use in the bid process.

## ARTICLE 2 SCOPE OF CM'S SERVICES

- 2.1. **Scope of Services.** The CM services include those described in this article, and in general, all those necessary to assure completeness of Contract Documents.
- 2.2. **Pre-Construction Phase.**
  - a. **Preliminary Project Schedule.** CM shall provide a written preliminary evaluation of the PROJECT and schedule requirements. Such evaluation shall include alternative approaches to design and construction of the PROJECT. CM shall provide a preliminary PROJECT schedule ("Project Schedule") for review and approval by the DISTRICT. The Project Schedule shall include all activity sequences and durations, construction phasing,



milestone dates, and delivery of materials or equipment requiring long-lead time procurements. The Project Schedule shall be prepared with the most recent edition of commercially available software, such as Microsoft Project Professional 2016, or Primavera Project Planner P6, designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling.

- b. **Meetings.** CM shall attend weekly coordination meetings and workshops during development for the PROJECT, commencing upon effective date of AGREEMENT. CM shall make formal presentations to the DISTRICT Board of Trustees, if required.
- c. **Construction Feasibility.** CM shall provide recommendations on construction feasibility to minimize adverse effects of labor issues or material shortages, schedule requirements for procurement, installation, and construction cost including estimates of alternative designs or materials and possible economic savings or costs.
- d. **Detailed Cost Estimate.** CM shall evaluate the detailed cost estimate for the construction budget based upon current market conditions. The cost estimate shall be evaluated to confirm all costs for the PROJECT, including all trades and unit costs. CM shall also evaluate all allowances, contingencies, general condition costs and fees. If cost estimate exceeds previously approved estimates for the construction budget, the CM shall make appropriate recommendations to the DISTRICT for bringing the PROJECT into budget. CM shall consider sustainability and/or LEED equivalent certification and operating or maintenance costs when recommending systems modifications.
- e. **Value Engineering.** The CM'S review of design documents shall include value-engineering analysis. Work of the PROJECT depicted in the design documents, construction processes/procedures, specified materials/equipment or other aspects of the Design Documents must be modified to reduce construction costs and/or the time for achieving Final Completion of the PROJECT and/or to extend life cycle and/or to reduce maintenance/operations costs. Each modification to the design documents recommended by the CM shall equal **30% minimum** saving of the identified costs and be set forth in writing and submitted to the DISTRICT for review. The DISTRICT shall have the sole and exclusive discretion to incorporate some, all or none of the CM'S recommendations. If the DISTRICT accepts any of the CM'S recommendation relative to modification(s) to the Design Documents, the CM shall review the design documents as modified for confirmation that the DISTRICT accepted modifications to the design documents are incorporated into the final revision issued by the DISTRICT for bidding by the Contractor(s).
- f. **Constructability Review.** The CM shall review the design documents to ascertain whether the PROJECT, as depicted is accurate and complete and that the Contractor can construct the PROJECT as depicted. The scope of the CM'S constructability reviews shall include, without limitation, (a) confirmation that requirements noted in the drawings and specifications are consistent and in conformity with DISTRICT requirements for the

PROJECT and (b) that the work product of the Architect and its design consultants have been coordinated and are consistent. CM'S constructability review and recommendations(s) shall be provided in a written report to the DISTRICT.

- g. **No Assumed Responsibility.** In conducting the document review, the CM shall not be responsible for providing nor will the CM have control or assume responsibility or liability, in whole or in part, over the PROJECT design, design requirements, design criteria, or the substance or contents of the design documents. The CM'S actions in conducting reviews and recommendations as provided herein are to be advisory only to the DISTRICT and the Architect.
- h. **Bidding and Construction Strategy.** CM shall, in conjunction with the DISTRICT, review the current status of completion and approvals of the Design Documents. The objective of these reviews is to confirm constructability and for the development of an overall strategy for constructing the PROJECT. The CM shall conduct such interviews and participate in meetings and conferences with the Architect, DISTRICT, and others as necessary to develop a construction strategy consistent with the objectives for the PROJECT. Upon completion of these services and prior to commencing any other services under this AGREEMENT, the CM shall submit its written construction strategy to the DISTRICT for review and acceptance. This recommendation shall identify any phasing necessary and identify PROJECT staging strategies. The CM shall modify its written PROJECT construction strategy as necessary to obtain mutual acceptance of the DISTRICT and the CM. This portion of the work is to be complete within 60 months from the date of this AGREEMENT and is to be coordinated with the DISTRICT. CM to recommend bid strategies such as add alternates, etc. to ensure the PROJECT budget is maintained.
- i. **Construction Budget - CM Estimate of Construction Costs:** The CM shall review the DISTRICT 'S Construction Budget for the PROJECT and construction cost estimates prepared by others for the PROJECT as depicted in the design documents as of the date of this AGREEMENT. Based upon such reviews, the CM shall prepare the construction cost estimates for the PROJECT depicted in such design documents. The construction cost estimate shall be based upon the then current market conditions and shall include a construction cost contingency equal to ten percent (10%) of the construction cost estimates. If the construction cost estimates exceed the construction budget by ten percent (10%) or greater, the CM shall make written recommendations to the DISTRICT to reduce the construction cost estimates to conform to the construction budget. If the construction cost estimates are less than the construction budget by ten percent (10%) or more, the CM shall make written recommendations to the DISTRICT for items to incorporate into the PROJECT to conform the construction cost estimates to the construction budget. Evaluations of the DISTRICT'S PROJECT budget, preliminary estimates of construction costs and detailed estimates of construction costs prepared by the CM represent the CM'S best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the CM nor the DISTRICT has

control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the CM cannot and does not warrant or represent that bids or negotiated prices will not vary from the PROJECT budget proposed, established or approved by the DISTRICT , or from any cost estimate or evaluation prepared by the CM.

- j. **Review and Assembly of Project Bid Documents.** CM shall assist the DISTRICT with the bidding process. This will include bidding strategies to ensure PROJECT budget is maintained, assisting the DISTRICT with prequalification's of licensed Contractors, advertisement and outreach, pre-bid agendas, site walks, respond to pre-bid RFI's, addendums, receive and evaluate bids for completeness, responsiveness, price, and value. Assist the DISTRICT with recommendation for Board Approval, Notice of Award and Notice to Proceed.
- k. **The Authority to Bid.** The CM shall review all approvals obtained by or on behalf of the DISTRICT relating to authority of the DISTRICT to engage in bidding construction of the PROJECT. If there are limitations to the DISTRICT'S authority to bid the PROJECT, the CM shall advise the DISTRICT in writing of same and assist the DISTRICT in removing such limitations.
- l. **Bidding of Project:**
  - 1- **Advertisements.** The CM shall assist the DISTRICT in developing and placing advertisements for competitively bidding the PROJECT in a newspaper of general circulation in Orange County. The CM shall also make written recommendations to the DISTRICT for placement of notices and issuance of other communications for the purpose of publicizing the availability of the PROJECT for bidding by Contractors. The CM shall assist the DISTRICT in placing such notices and issuing communications for such purposes.
  - 2- **Contractor Pre-Qualification.** The DISTRICT has a policy of pre-qualifying Contractors for AGREEMENTS over One Million Dollars (\$1,000,000). The CM shall assist the DISTRICT in: (a) developing pre-qualification criteria and the pre-qualification application; (b) developing and placing an advertisement in a newspaper of general circulation in Orange County regarding the availability of pre-qualification applications; (c) developing and implementing a program to inform potential Contractors subject to pre-qualification of the pre-qualification process and to encourage potential Contractors to engage in the pre-qualification process; and (d) review and evaluate responses to the pre-qualification application. CM shall provide DISTRICT with written recommendations for selection of Contractor(s) deemed qualified to submit bids for the PROJECT. During the bid process, CM shall monitor compliance with Disabled Veteran Business Enterprise (DVBE) contracting goals. In accordance with Education Code section 71028 the DISTRICT has a DVBE participation goal of 3% for this PROJECT. The DISTRICT is seeking DVBE participation

under this AGREEMENT. The CM must make a good faith effort to contact and utilize DVBE Contractors and suppliers in securing bids for performance of the PROJECT. Information regarding certified DVBE firms can be obtained from Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS) at (916) 375-4940 or (916) 375-4950 as well as the OSDS website at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>. Verification of DVBE status may be obtained from the OSDS by receiving an approved certification letter and reference number from that office. The CM is encouraged to retain documentation of its good faith efforts, in the event such documentation is requested. Good faith efforts are demonstrated by evidence of the following: a) Contact was made with the DISTRICT regarding the identification of DVBEs; b) Contact was made with other state agencies and with local DVBE organizations to identify DVBEs; c) Advertising was published in trade papers and papers focusing on DVBEs; d) Invitations to bid were submitted to potential DVBE Contractor s; e) Available DVBEs were considered and f) CM provides a list of DVBE Contractor s and percentage of participation.

- 3- **Dissemination of Project Bid Documents to Contractors.** The CM shall establish a system for dissemination of PROJECT bid documents to Contractors and for maintaining records of the Contractor's identities/addresses/telephone-fax numbers/email addresses who have obtained PROJECT bid documents. The CM shall, by all appropriate means of communication, advise Contractors of the availability of the PROJECT for bidding by Contractors. The CM shall endeavor to maximize the participation of qualified Contractors whose principal place of business is situated in the Orange County area. The CM shall maintain records of contacts made and communications transmitted to/received from Contractors. All such records shall be available for review and/or reproduction.
- 4- **Pre-Bid Conference(s).** The CM shall conduct pre-bid conferences, including the job walk(s), if one is required or scheduled in the PROJECT bid documents. The pre-bid conference shall include without limitation: (a) description of the PROJECT; (b) description of the process for bidding and award of AGREEMENT; and (c) material requirements of the AGREEMENT relating to bonds, insurance and similar administrative matters. The job walk shall provide Contractors with an overview of the Site and an understanding of the physical limitations and constraints affecting the PROJECT. As necessary or appropriate, the CM shall conduct separate, detailed pre-bid conferences with Contractors. The CM shall record and transcribe minutes of the pre-bid conferences and job walk(s).
- 5- **Opening/Reading of Bid Proposals.** The CM shall assist the DISTRICT in the public opening and reading of bid proposals. Upon completing the public opening and reading of bid proposals, the CM shall summarize the results in the format required by the DISTRICT. The CM shall assist with pre-bid RFI'S as requested by the DISTRICT.

- 6- **Review of Bid Proposals and.** The CM shall review submitted bid proposals to determine: (a) whether the bid proposal is responsive to material bidding requirements; (b) whether the Contractor submitting the bid proposal is a responsible bidder; and (c) the lowest price proposed for the PROJECT. The CM shall make written recommendations to the DISTRICT regarding: ( a) rejection of a bid proposal for non-responsiveness to material bidding requirements; (b) rejection of a bid proposal based upon the “non-responsibility” of the Contractor; (c) rejection of a bid proposal for any other reason; (d) rejection of all bid proposals; and (e) award of the AGREEMENT and to the extent that the bidding for the AGREEMENT included alternate bid items, written recommendations for the alternate bid items, if any, to be included in the scope of the AGREEMENT. The CM is not authorized to award the AGREEMENT. Award of the AGREEMENT shall only be by action of the DISTRICT’S Board of Trustees.

**2.3. Preparation for Entering Construction Phase.**

- a. **Review of Construction Documents.** The CM, including the CM’S Project Manager and Project Field Engineer for PROJECT construction, if assigned, shall review the design documents completed by the Architect to attain a complete understanding of the design and scope of the PROJECT. No later than 30 days from the execution of CM Services AGREEMENT, the CM shall provide the DISTRICT with a comprehensive report itemizing all critical items that may impact PROJECT’S schedule, procurement of long-lead items, cost, quality, and implementation of any specialty system(s) specified in the design documents. The report will include recommendations and potential claim mitigation measures for the DISTRICT’S review and consideration.
- b. **Master Construction Schedule.** The CM shall work with DISTRICT, Architect and Contractor to develop and submit to the DISTRICT for review and acceptance a “Master Construction Schedule”, which shall reflect all of the work necessary to complete PROJECT construction. This effort will occur through a pull planning exercise facilitated by the Contractor with the sub-contractors and including DISTRICT, Architect and CM. The Master Construction Schedule shall be prepared by the Contractor with the most recent edition of commercially available software designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling. The CM will be responsible to review the Master Construction Schedule for completeness, appropriate logic ties, PROJECT submittals, and procurement considerations and change review through digger or comparable software upon the initial and each subsequent monthly submittal. The CM’S use of scheduling software other than Microsoft Project Professional 2016, or Primavera Project Planner P6, will require written approval of the DISTRICT, which may be granted, withheld or conditioned in the sole discretion of the DISTRICT. CM shall review the Master Construction Schedule to confirm that it indicates (a) the start/finish dates for the principal activities necessary to complete PROJECT construction, (b) a sequence, in a logical, reasonable and orderly manner so that PROJECT

construction is completed within the construction budget and within the time established by the DISTRICT. If the DISTRICT'S requirements for the PROJECT include phasing elements of PROJECT construction, or coordination relative to infrastructure shut-downs such as those that may be required in the case of Central Plant work, the DISTRICT'S phasing/coordination requirements shall be set forth in the Master Construction Schedule. The CM acknowledges that the CM'S review of the Master Construction Schedule prepared by the Contractor will be relied upon during the initial and subsequent monthly schedule submittals in order to arrive at acceptance.

- c. Construction Budget & CM Estimate of Construction Costs & Contractor Schedule of Values. The CM shall review construction cost estimates prepared by others for the PROJECT as depicted in design documents as of the date of this AGREEMENT and including all that follow. Based upon such reviews, the CM shall prepare Construction Cost Estimates for the PROJECT in order to perform a comparative analysis with the Contractor's proposed PROJECT costs (Schedule of Values) and provide recommendations to the DISTRICT for how to proceed with the Contractor's recommendation. The construction cost estimate shall be based upon the current market conditions.
- d. CM'S Best Judgment. Evaluations of the DISTRICT'S PROJECT preliminary estimates of construction costs and detailed estimates of construction costs prepared by the CM represent the CM'S best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the CM nor the DISTRICT has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices, or over market or negotiating conditions. Accordingly, the CM cannot and does not warrant or represent that final prices will not vary from the PROJECT cost estimate or evaluation prepared by the CM.

**2.4. Furniture, Fixture and Equipment (FF&E) Selection Coordination Not Used.**

**2.5. Construction Phase.**

- a. Administer and Coordinate the Construction Agreement Documents and Construction. CM will provide administrative, management, and related services necessary to administer the PROJECT and to coordinate the work of the Contractor during the construction phase of the PROJECT, including but not limited to: (a) schedule, coordinate and conduct weekly construction meetings; (b) record, maintain and distribute minutes of construction meetings; (c) in consultation with the Architect and Contractor, review procedures for the receipt and processing of Submittals with recommendations for improvement, if necessary; (d) in consultation with the DISTRICT, the Architect, and the Contractor review and/or implement procedures for the handling and disposition of the Contractor's requests for interpretation or clarifications; (e) review and/or establish and implement procedures for the transmittal and receipt of communications, drawings and other information between DISTRICT, Architect and the Contractor relating to PROJECT

construction; (f) coordinate activities of the Contractor, Inspector of Record (IOR) and Test/Inspection service providers, commissioning authority, and other DISTRICT consultants, as directed by the DISTRICT.

- b. Monitoring of Construction Costs. CM will monitor on-going construction costs and advise the DISTRICT of the financial condition of the PROJECT by: (a) development of PROJECT financial reports to the DISTRICT, including those reflecting variations between actual construction costs and the construction budget and estimated costs of unperformed PROJECT activities; (b) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit costs basis and additional work performed by the Contractor; (c) monitoring and advising the DISTRICT of costs pertaining to potential, pending and completed changes to the work of the Contractor; and (d) advising and making written recommendations to the DISTRICT for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports to the DISTRICT on a monthly basis. The extent of detail and the nature of the format of such reports, the information compiled by the CM, and reports generated by the CM shall specifically indicate the original amount of the Construction Agreement Documents, the extent of adjustment to the Construction Agreement Documents by DISTRICT approved Change Orders or approvals to allowance expenditures and the extent of potential further adjustment of the Construction Agreement Documents as of the date of the CM'S report based upon potential changes known at the time of the CM'S preparation of the cost report. The format for such reports must be pre-approved in writing by the DISTRICT.
- c. Applications for Progress Payments. CM will participate in the review of progress payments to the Contractor and in consultation with the DISTRICT, the Architect and the DSA IOR, make written recommendations for the disbursement of progress payments to the Contractor as follows: (a) CM will review and recommend modifications if necessary to procedures for submittal, review, processing, and disbursement of progress payments to Contractor, along with associated forms (including all tiers of releases) and reporting systems; (b) based upon CM'S observations and evaluations of each application for progress payment, CM will review and certify to the DISTRICT the amount due on each such application for progress payment and CM'S written certifications constitute a representation to the DISTRICT that, based on CM'S observations and evaluations at the Site, the data in the application for progress payment accurately reflects that the work has progressed to the point indicated in the application for progress payment and the quality of the work is in accordance with the Construction Agreement Documents; and (c) CM'S representations relative to each application for progress payment are subject to an evaluation of the work for conformity with the requirements leading to Substantial Completion of the PROJECT, results of subsequent tests, inspections and other procedures, minor deviations correctable prior to completion and any specific qualifications expressed by CM. CM'S acceptance of an application for progress payment

pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CM'S review of each application for progress payment shall be undertaken and completed within one week of receipt by CM so that the DISTRICT can meet its obligations to make progress payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities.

- d. Construction Phase Master Construction Schedule. During the preparation for entering the construction phase, CM will, in consultation with the DISTRICT, the Architect and the Contractor, participate in the development of an overall comprehensive Master Construction Schedule for construction of the PROJECT showing the activities of the Contractor necessary for completion of PROJECT construction. CM shall monitor the Master Construction Schedule on a monthly basis and perform an analysis to determine conformity with requirements of the Construction Agreement Documents including the cost and resource loading pursuant to the PROJECT general conditions and Division One, so that the DISTRICT is kept fully informed at all times of the status and progress of overall PROJECT construction and status of the Contractor's construction progress. Where the actual rate of PROJECT progress is behind that indicated by the Master Construction Schedule, CM shall advise and make written recommendation to the DISTRICT for remedial action and facilitate the improvement by Contractor.
- e. Coordination of Construction Activities. CM shall coordinate the activities of the Contractor with those of the CM, the Architect, Inspector, Test/Inspection Service Providers, other DISTRICT'S Consultants as needed and the DISTRICT in conformity with the Master Construction Schedule, including the coordination and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this AGREEMENT is the coordination of the activities of the Contractor in a manner so that PROJECT is completed in accordance with the Master Construction Schedule and within the construction budget.
- f. Progress Reports. CM will maintain records of the progress of PROJECT, including written progress reports and photographs reflecting the status of PROJECT construction and percentage completion. A semi-monthly narrative with four (4) pictures minimum will be provided to the DISTRICT for website reporting in the format directed by the DISTRICT. CM shall review all changes documented on an "As-Built" set of documents, electronically and/or hard copy, which will record all Contractor Request for Information (RFI), architectural supplement information (ASI), substitutions and change orders. The Contractor's field changes (location, material, undocumented changes, etc.) will be incorporated monthly during the pay application review and reviewed monthly with the DISTRICT. CM will maintain daily reports during PROJECT construction showing weather conditions, the Contractor and their sub-contractors by count, visitors at the Site, work accomplished, problems encountered and other matters materially affecting the



PROJECT, completion of the PROJECT or construction costs in a format approved by the DISTRICT. CM will provide a monthly progress report including a narrative on the construction progress identifying any critical items and proposed solutions, an on-going chronology of milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated change order log, a pay request summary including percent complete and a bulleted 30 day look ahead list of upcoming activities to be reviewed in a meeting between the CM and DISTRICT. All documents shall be in a format approved by the DISTRICT.

- g. Substantial Completion and Final Completion. Upon request of the Contractor, CM will in conjunction with the DISTRICT, IOR, and the Architect determine whether Substantial Completion and Final Completion have been achieved for the PROJECT. Upon determining that Substantial Completion/Final Completion has been achieved, the CM shall issue Certificates of Substantial Completion and Final Completion, as applicable.
- h. Punch list. Upon the Contractor achieving Substantial Completion, the CM will participate with the DISTRICT and the Architect to inspect the work completed by the Contractor to note punch list items to be completed by the Contractor as a condition to achieving Final Completion of the PROJECT.
- i. Furniture, Fixture and Equipment (FF&E) Delivery and Installation and Furniture move.
  - a. Facilitate the coordination of FF&E selection, procurement, and installation with District, Architect, FF&E CM, and end user groups.
  - b. Coordinate new furniture and equipment delivery and installation in the building and, if appropriate, coordinate move of end users from their existing building.

**2.6. Site Observations.**

- a. CM On-Site. At all times during which there are construction activities, CM shall have its management team as identified in Article I Item 3 agreed, or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor. CM shall maintain at the Site the Construction Agreement Document, Drawings, Specifications, approved Change Orders, Submittals, applicable laws, codes, rules, regulations and ordinances and other written or electronic materials relating to the PROJECT.
- b. CM and Contractor. With respect to the Contractor's work, the CM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the Contractor since these are solely the Contractor's responsibility. The CM shall not be responsible for a Contractor's failure to carry out the work in accordance with the respective Construction Agreement Documents. The CM shall not have control over or charge of acts or omissions of the Contractor, sub-

contractors, or their agents or employees, or any other persons performing portions of the work not directly employed by the CM.

- c. Construction Quality. The CM will guard the DISTRICT against defects and deficiencies in construction and workmanship on the basis of its Site observations, and CM will be responsible to report observations of any of the above-mentioned activities to the DISTRICT and to coordinate quality control efforts with the DSA IOR. CM will establish and implement a quality control program to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, rules, regulations, or ordinances; (c) and the requirements of the Construction Agreement Documents.
- d. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CM shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CM, the DISTRICT shall be notified in writing by the CM of such conditions and if directed by the DISTRICT, the CM shall stop or reject such work. CM'S responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

**2.7. Site Safety.**

- a. Contractor Safety Program. CM shall review the safety program of the Contractor for conformity with requirements of the Construction Agreement Documents and applicable law. CM shall monitor the Contractor's compliance with the Contractor's safety programs and advise the DISTRICT of measures, if any, necessary or appropriate to obtain the Contractor's compliance. The CM is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, and that the Contractor has implemented its safety program.
- b. Safety Violations; Safety Conditions. The CM shall promptly notify the DISTRICT in writing of all CM observed instances of a Contractor's failure to comply with applicable safety requirements. In the event of a safety violation or other unsafe conditions on or about the PROJECT Site which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice or prior directive of the DISTRICT, to take all actions deemed necessary and appropriate by the CM under the existing circumstances to prevent such actual or potential adverse effect.

**2.8. Changes and Claims.**

- a. Coordination & Evaluation of Changes. The CM shall assist the DISTRICT and the Architect in evaluation of requests by Contractor for issuance of change orders and/or expenditures of allowance. Assist in negotiations with Contractor relative to change orders proposals and the adjustment of Construction Agreement Documents price or time. CM shall make written recommendations to the DISTRICT and the Architect for handling and disposition of the Contractor's proposals relative to change orders. The CM evaluation should include recommendations for entitlement.

CM shall coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the DISTRICT, IOR, Test/Inspection Service Providers and the Architect relating to changes to the Construction Agreement Documents. CM shall coordinate and evaluate the Contractor's performance of changes authorized by the DISTRICT. CM will maintain a log or other written records in a format previously approved by the DISTRICT to monitor the disposition of changes and change orders to keep the DISTRICT advised of the status of the same and the actual or potential impact of any particular change or change order or the cumulative effects thereof on construction costs or time for completion of PROJECT construction. The CM shall prepare written cost and price analyses of change requests received and which have been found to have merit. Upon written consent and approval of the DISTRICT, the CM shall provide a third party independent cost estimate review as part of the evaluation process of Contractor change order that is in excess of \$50,000. The CM shall provide the fee proposal to the DISTRICT for review and approval. The cost of such service will be assessed against the allowance, district controlled contingency, or change order as defined herein.

- b. Processing of Changes and Change Orders. If a change to the Construction Agreement Documents is approved or authorized by the DISTRICT, CM will assist the DISTRICT and the Architect in the preparation of a change order reflecting such approved or authorized change to the Construction Agreement Documents. The CM is not authorized, without the prior written consent and approval of the DISTRICT, to effectuate or authorize any change to the Construction Agreement Documents. The CM shall be liable to the DISTRICT for all direct and consequential costs, losses or damages resulting from the CM'S direction or authorization to effectuate a change to the Construction Agreement Documents without the prior consent and approval of the DISTRICT.
- c. Claims Handling. CM will assist the DISTRICT and the Architect in the review, evaluation, and processing of claims or potential claims that may be asserted by the Contractor. CM shall make written recommendations to the DISTRICT as to merit, handling, and disposition of Contractor's claims. CM analysis shall include potential impacts on PROJECT costs and schedule, recommendation for negotiation strategies to mitigate claims.

## **2.9. Post-Construction Phase.**

- a. Review and Transmittal of Contractor Closeout Documents. The CM shall begin to consider closeout requirements upon execution of the AGREEMENT. The CM shall receive

from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Construction Agreement Documents upon completion of its obligations under the Construction Agreement Documents. The CM shall review the Contractor's closeout documents and items to determine conformity with requirements of the Construction Agreement Documents. CM shall schedule, coordinate, and facilitate any training sessions for the DISTRICT personnel. If the CM determines that the Contractor's closeout documents and items are not in conformity with requirements of the AGREEMENT, the CM shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the AGREEMENT. The CM shall deliver to the DISTRICT all the Contractor's closeout documents and items, including the Contractor's as-built drawings, which the CM shall also transmit to the Architect.

- b. CM Project Records. Within 30 days of the date of issuance of PROJECT Final Completion, the CM shall assemble and deliver to the DISTRICT all of the PROJECT records maintained during the Work performed by the CM and relating to the PROJECT. Notwithstanding any provision of this AGREEMENT to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the PROJECT or this AGREEMENT, are the sole and exclusive property of the DISTRICT.
- c. Contractor's Post-Construction Obligations. If the Contractor is obligated under the terms of its Construction Agreement Documents to provide work, labor, materials or services after completion of the construction PROJECT, the CM shall monitor Contractor's post-construction activities for conformity with requirements of the Construction Agreement Documents. The CM shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations including coordination of warranty items, and scheduling of the 11-month warranty walkthrough meeting at the PROJECT site.
- d. Project Reports. The CM shall monitor the filing of DSA, PROJECT reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, IOR, Test/Inspection Service Provider, or Contractor upon completion of PROJECT construction. If the Architect, IOR, Test/Inspection service provider, or the Contractor has not filed reports or taken other actions required upon completion of PROJECT construction, the CM shall make written recommendations to the DISTRICT for measures to secure compliance by the Architect, IOR, Test/Inspection Service Provider, or the Contractor with regard to such requirements. The CM will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of PROJECT construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to use/occupy the PROJECT for the purposes intended.

- 2.10. Materials.** CM shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.
- 2.11. Written Modifications Only.** The duties, responsibilities and limitations of authority of the CM shall not be restricted, modified or extended without written amendment to this AGREEMENT between the DISTRICT and CM.
- 2.12. Access.** CM shall have access to the primary PROJECT site at all times. Access to the PROJECT site shall be coordinated with DISTRICT'S representative(s).
- 2.13. Record Retention.** CM'S services shall include records retention of any AGREEMENTS or documents between CM and Contractors and subcontractors related to CM'S services provided hereunder. CM shall submit documents to the DISTRICT for its records and use.
- 2.14. CM agrees to bind Sub-consultants.** CM agrees to bind every sub consultant by terms of the AGREEMENT as far as such terms are applicable to sub CM'S work. If CM sub contracted any part of the work, CM shall be as fully responsible to DISTRICT for acts and omissions of any sub consultant and of persons either directly or indirectly employed by any sub consultant, as it is for acts and omissions of persons directly employed by CM. Nothing contained in AGREEMENT shall create any contractual relation between any sub consultant and DISTRICT, nor shall the AGREEMENT be construed to be for the benefit of any sub consultants.
- 2.15. DISTRICT Consent to Sub Consultant.** DISTRICT'S consent to any sub consultant shall not in any way relieve CM of any obligations under the AGREEMENT and no such consent shall be deemed to waive any provision of any Contract Documents

### ARTICLE 3     ADDITIONAL CM SERVICES

- 3.1. Additional Services.** Additional services are not included in the services set forth previously. If the DISTRICT requests in writing any of the additional services, CM shall be compensated for the same in accordance with the provisions of the AGREEMENT relating to additional services and the amounts indicated in Attachment – A: CM Compensation Additional Services. The DISTRICT must approve an amendment to this AGREEMENT, fully executed, prior to CM performing any additional services. The CM shall request payment for additional services in a separate line item on the same invoice submitted for services in a format pre-approved by the DISTRICT
- 3.2. Notification and Authorization.** CM shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CM'S control within 30 days of occurrence. CM shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. **Material Project Scope Changes.** Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including PROJECT size, quality, or complexity or material changes.

- b. Termination/Default of Architect or Contractor. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Contractor to perform, or major defects or deficiencies in the work of the Contractor.
  - c. Damage or Destruction to Project. Except to the extent caused by the CM, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty.
- 3.3. Compensation for Additional Services.** If the duration of CM services is extended, due to the DISTRICT'S need for additional services, the CM shall be entitled to additional compensation as set forth in Attachment A. Escalation may be applied to services performed beyond the duration of the original AGREEMENT at a rate negotiated between the DISTRICT and CM. The CM shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

#### ARTICLE 4 TERMS OF SERVICE

- 4.1. Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CM'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CM.
- 4.2. Term.** The construction or project time frame is anticipated for 14 months. Services under this AGREEMENT shall be diligently performed by the CM for the anticipated construction or project timeframe plus two months additional in the event of delay. The CM'S contract terminates at the earlier of the issuance to the DISTRICT of the final Certificate for Payment or 60 days after the date of Substantial Completion of construction.
- 4.3. Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CM actions. The term may be extended due to construction delay other than those delays caused by CM'S actions only in the event that the construction exceeds the anticipated completion by greater than two or more months.
- 4.4. Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the billing rates as provided in Attachment "A".
- 4.5. Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CM of such suspension.

#### ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1.** To the fullest extent permitted by law, CM agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:
- a. Workers' Compensation and Employer's Liability. Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CM'S employees or CM'S subcontractor's employees arising out of CM'S work under this AGREEMENT; and

- b. General Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CM, the CM shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CM or the DISTRICT, or any person, firm or corporation employed by the CM or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent CMS who are directly employed by the DISTRICT. The CM, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CM, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CM's proportionate percentage of fault; and
- c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CM, the CM shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CM, or any person, firm, or corporation employed by the CM, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CM'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CM'S proportionate percentage of fault.
- d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CM related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.
- e. Any attempt to limit the CM'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

- 5.2.** CM shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect CM and DISTRICT from claims which may arise out of, or result from, CM'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub-consultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
- a. The CM shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
  - b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000.00) combined single limit, bodily injury and property damage liability per occurrence, including:
    1. Owned, non-owned, and hired vehicles;
    2. Blanket contractual;
    3. Broad form property damage;
    4. Products/completed operations; and
    5. Personal injury.
  - c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000.00) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CM subcontracts any portion of CM'S duties, CM shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
  - d. Valuable Document Insurance. The CM shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CM, and the DISTRICT shall be named as an additional insured
  - e. Each policy of insurance required under this Article, Section 2(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of CM hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CM shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work,



the CM shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CM fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of, CM, and in such event CM shall reimburse DISTRICT upon demand for the cost thereof.

- f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.
- g. In the event that the CM subcontracts any portion of the CM'S duties, the CM shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The CM shall not subcontract any portion of the CM'S duties under this AGREEMENT without the DISTRICT'S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.
- h. All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the CM.

## ARTICLE 6      COMPENSATION TO THE CM

The DISTRICT shall compensate the CM as follows:

- 6.1.      AGREEMENT Price for Services.** The AGREEMENT Price for the CM'S performance of the Services under this AGREEMENT shall consist of the following lump sum price:

<b>TOTAL</b>	\$.
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- 6.2.      Price Inclusions.** The AGREEMENT Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or sub-contractor to the CM, travel for personnel to and from the Site, travel within the counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the services, except for allowable reimbursable expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense. The items and services identified in Attachment – B are services included in the CM'S compensation for Services as set forth in Article II.

- 6.3.      CM Monthly Billing Statements.** CM shall submit monthly billing invoices to the DISTRICT for payment of the AGREEMENT Price for services, authorized additional services, and previously approved and allowable reimbursable expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT . Previously approved and allowable

reimbursable expenses shall be itemized and evidence shall be provided of the cost or value of any allowable reimbursable expense costs for which payment is requested by CM. Services are to be invoiced in 14 equal monthly amounts of \$28,569.14.

- 6.4. DISTRICT Payment of Agreement Price.** Within 30 days of the date of the DISTRICT'S receipt of CM'S billing invoices, DISTRICT will make payment to CM of undisputed amounts of the AGREEMENT Price due for Services, authorized additional services, and allowable reimbursable expenses. No deductions shall be made or withheld from payments due CM hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Contractor.
- 6.5. Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CM hereunder if CM shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after CM has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. Payment in Full.** This compensation shall be compensation in full for all services performed by the CM under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CM and DISTRICT in writing as provided for as additional services.
- 6.7. Monthly Payments.** Payments for CM services shall be made monthly.
- 6.8. Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CM'S invoice. Amounts unpaid 30 days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. Schedule Delay.** To the extent that the time initially established for the completion of CM'S services is exceeded or extended through no fault of the CM, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Attachment A or as a fixed fee.
- 6.10. Reimbursable Expenses** incurred by the CM and CM'S employees in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT'S review. The DISTRICT shall not be liable to CM for any costs or expenses paid or incurred by CM in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Reimbursable expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the CM and CM'S employees in the interest of the PROJECT.
  - b. Reimbursable expenses shall be expenses related to transportation in connection with the PROJECT greater than 50 miles from the PROJECT; expenses in connection with

authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CM'S normal travel expense (including to and from the PROJECT) and meals are excluded.

- c. Expense of reproductions (except those needed for the use of the CM and his or her consultants or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT'S prior written approval.
- d. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CM'S Services will be reimbursed.
- e. For reimbursable expenses, compensation shall be computed at a multiple of 1.10 times the expenses incurred by the CM, and the CM'S employees in the interest of the PROJECT.
- f. For additional services of CM, compensation shall be computed at a multiple of 1.10 times the amounts billed to the CM for such services.

**6.11. Non-Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and CM shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CM'S failure to perform any of the services furnished under this AGREEMENT.

## ARTICLE 7 CM'S WORK PRODUCT

- 7.1. DISTRICT Ownership of Documents.** The documents prepared by the CM for this PROJECT shall be and remain the property of the DISTRICT. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CM grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CM pursuant to this AGREEMENT.
- 7.2. Documentation.** The CM shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CM and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CM shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3. Electronic Copy of Documents.** The CM shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via DVD or memory stick in PDF format upon completion of each of the AGREEMENT phases. If work is terminated prior to PROJECT completion, a copy of the work completed to date shall be provided to the DISTRICT.

- 7.4. **Copyright/Trademark/Patent.** CM understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, except CM shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CM consents to use of CM'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

## ARTICLE 8      TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CM only for services satisfactorily rendered to the date of termination. Seven days written notice by DISTRICT shall be sufficient to stop performance of services by CM. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CM or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CM; or (b) any act by CM exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CM is adjudged a bankrupt, CM makes a general assignment for the benefit of creditors or a receiver is appointed on account of CM'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another Contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Suspension of Project.** The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CM of such suspension. The suspension notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CM not less than 15 prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than 90 consecutive days, the CM shall be compensated for services satisfactorily performed prior to such suspension.
- 8.4. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than 90 consecutive days, the CM shall be compensated for services satisfactorily performed prior to the abandonment and CM may terminate this AGREEMENT by giving not less than seven days written notice to the DISTRICT.

- 8.5. Non-Payment.** The DISTRICT'S failure to make payments to the CM in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CM.
- a. In the event the DISTRICT fails to make timely payment, the CM may, upon seven days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
  - b. Unless payment in full is received by the CM within seven days of the date of the notice, the suspension shall take effect without further notice.
  - c. In the event of a suspension of services, the CM shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.6. CM Compensation.** The CM shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CM. The DISTRICT shall pay the CM only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. Liability for District Damages.** In the event of termination due to the fault of CM, CM shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CM is liable for all damages suffered by the DISTRICT due to CM'S failure to perform as provided in the AGREEMENT.

## ARTICLE 9     DISPUTES, MEDIATION AND ARBITRATION

- 9.1. Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CM agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CM agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and CM agree that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this AGREEMENT shall include, by consolidation, joinder or in any other manner, any additional person not a party to this AGREEMENT except by written consent containing a specific reference to this AGREEMENT and signed by the CM, DISTRICT and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

- b. This AGREEMENT to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim; dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
- d. In any judicial proceeding to enforce this AGREEMENT to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.

#### ARTICLE 10 DISTRICT 'S RESPONSIBILITIES

- 10.1. DISTRICT Provided Information.** The DISTRICT shall provide to the CM full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CM. CM shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the PROJECT. However, CM shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify CM in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the CM, the DISTRICT Representative is:

**Jim Rogers, Senior Director of College Facilities**

- 10.3. District Notification.** The DISTRICT shall give prompt written notice to the CM if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CM of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

- 10.4. Tests/Inspections.** The DISTRICT shall: (a) retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection service providers to conduct construction phase tests/inspections of materials/equipment forming a part of the PROJECT as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the CM include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.
- 10.5. DISTRICT Consultants.** Except to the extent of design consultants retained by the Architect, other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants, building envelope consultant, audio-visual equipment/installation consultants, commissioning agent, and hazardous material assessment & abatement consultants. The foregoing notwithstanding, the Services of the CM include assistance to the DISTRICT in identifying, selecting, and retaining any other DISTRICT consultants, as needed.

#### ARTICLE 11 MISCELLANEOUS

- 11.1. Affirmative Action.** CM agrees that CM will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CM agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CM, CM'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. CM Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CM, including, but not limited to the costs of administration of this AGREEMENT if greater than \$10,000, shall be subject to examination and audit of the state auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this AGREEMENT. During this time, CM shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. Review, Approval or Acceptance.** Review, approval or acceptance of CM'S work whether by DISTRICT or others, shall not relieve CM from responsibility for errors and omissions in CM'S work.
- 11.5. Cumulative Rights; Non-Waiver.** Duties and obligations imposed by this AGREEMENT, rights, and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CM to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that

party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

**11.6. Definitions**

- a. **AGREEMENT**. An AGREEMENT for Construction services awarded by the DISTRICT to a Contractor /CM for the construction of a portion of the PROJECT.
- b. **Architect**. Individual identified as the Architect of record and whose stamp is set upon the construction documents.
- c. **Contractor**. A Contractor to the DISTRICT under an AGREEMENT awarded by the DISTRICT for construction of the PROJECT.
- d. **Design Documents**. The drawings, specifications, calculations and other work product and instruments of service prepared by or on behalf of the Architect for the PROJECT. Design documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered engineer, whether under AGREEMENT to the Architect or DISTRICT.
- e. **Design-Build Entity**. The Design-Build Entity is Soltek Pacific Construction. (References to the Contractor or Architect are included as part of the Design-Build Entity) and its managers retained to prepare or provide any portion of the Design Documents.
- f. **Submittals**. Shop drawings, product data or samples prepared or provided by a Contractor or a subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- g. **Site**. The physical area for construction and activities relating to construction of the PROJECT.
- h. **Construction Agreement Documents**. The Construction Agreement Documents issued by or on behalf of the DISTRICT under an agreement for construction of the PROJECT. Construction Agreement Documents s include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Agreement Documents are referenced to all of the agreement documents issued for the agreement awarded for PROJECT construction.
- i. **Substantial Completion**. Substantial Completion is when the Work of an AGREEMENT has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- j. **Final Completion**. Final Completion is when all of the work of the Construction Agreement Documents 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 Construction Agreement Documents.

- 11.7. Employment with Public Agency.** CM, if an employee of another public agency, agrees that CM will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.
- 11.8. Full Force of Remaining Agreement.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.
- 11.9. Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.10. Independent Contractor.** CM, in the performance of this AGREEMENT, shall be and act as an independent Contractor. CM understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, state unemployment compensation or worker's compensation. CM assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CM shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CM'S employees.
- 11.11. Marginal Headings; Captions.** The titles of the various paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CM and DISTRICT hereunder.
- 11.12. Non-Assignment.** The DISTRICT and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CM pursuant to this AGREEMENT shall not be assigned by the CM. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CM. The sale or transfer of a majority membership interest in CM Firm or the admission of new member to the CM Firm which causes there to be a change in majority ownership and/or control of CM Firm shall be deemed an assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.

**11.13. Permits/Licenses.** CM and all CM’S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.

**11.14. Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

**11.15. Communications** between the parties shall be sent to the following addresses:

DISTRICT

Jim Rogers  
Project Manager  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
jrogers39@saddleback.edu

CONSTRUCTION MANAGER

Rick Fochtman  
Executive Vice President  
Bernards  
  
2569 McCabe Way  
Irvine, CA 92614  
rfochtman@bernards.com

COPY

Priya Jerome  
Executive Director, Procurement  
Central Services and Risk Management  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[pjerome@socccd.edu](mailto:pjerome@socccd.edu)

**11.16. Severability.** If any provision of this AGREEMENT is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect

**11.17. Entire Agreement/Amendment.** This AGREEMENT and any attachments attached hereto represent the entire AGREEMENT between the DISTRICT and CM and supersede all prior negotiations, representations or AGREEMENTS, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an AGREEMENT in writing signed by both the DISTRICT and the CM.

**11.18. Binding AGREEMENT.** The DISTRICT and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

This AGREEMENT entered into as of the day and year first written above.

“DISTRICT”  
South Orange County Community College District

“CONSTRUCTION MANAGER”  
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\_\_\_\_\_  
Ann-Marie Gabel  
Vice Chancellor, Business Services

\_\_\_\_\_  
Rick Fochtman  
Executive Vice President)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
rfochtman@bernards.com  
Email

\_\_\_\_\_  
Date  
(Date)

\_\_\_\_\_  
(Taxpayer number)

Attachment A   Hourly Rates  
Attachment B   General Condition Items

**Sample Agreement: Attachment A**

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this AGREEMENT and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CM.

<u>CM Services</u>	<u>Fee per Hour</u>
Project Executive/Director	\$243
Construction Manager	\$165
Senior Project Engineer	\$ 86
Project Engineer	\$ 77
Estimator	\$178
Scheduler	\$138
Project Controls	\$105

**Attachment B**  
**General Condition Items**

General Conditions Items for CM'S Jobsite Offices

- Jobsite Trailer for CM and DSA Inspector(s) of Record – provided by Construction Manager for construction duration.
- Task chairs - provided by Construction Manager; IOR will provide for their own use
- Desks – provided by Construction Manager; IOR will provide for their own use
- Conference table – provided by Construction Manager
- Chairs for conference table – provide by Construction Manager
- Internet Connection – provide by Construction Manager
- Computers and necessary software – provided by Construction Manager
- Printer/Fax/Scanner/Copier – provided by the Construction Manager
- Phone line/Phone – provided by the Construction Manager
- Bottled Water Service – provided by the Construction Manager
- Hard Hats/ PPE – each provides own
- First Aid Kit – provide by the Construction Manager
- All necessary office supplies – provided by the Construction Manager
- Trash service/trailer cleaning – provided by the Construction Manager

**TO:** Board of Trustees

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

**RE:** SOCCCD: Travel Contract for Study Abroad Program to Oxford, England for Saddleback College Students, American Institute for Foreign Study

**ACTION:** Approval

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### **BACKGROUND**

Saddleback College has conducted successful study abroad programs during spring sessions in Oxford, England. These courses have been conducted by expert faculty who provide academic course-work in conjunction with cultural travel experiences. Study abroad programs are authorized under Education Code 72640.

### **STATUS**

The Liberal Arts Division at Saddleback College proposes to offer the Study Abroad Program to Oxford, England, during the spring 2019 session from March 14, 2019 to May 17, 2019. The program will be organized and arranged by American Institute for Foreign Study (AIFS) for a fee of \$5,595 per student at a cost of \$86.08 per day for 22 or more students, without airfare. Saddleback College solicited three proposals for this program from American Institute for Foreign Studies (AIFS), ISA Custom Programs, and CIEE (Counsel on International Educational Exchange). AIFS is the only vendor that met all of the programmatic specifications. The details of the program are summarized in the narrative in EXHIBIT A and the Study Abroad Program Information Summary in EXHIBIT B. The Educational Tour/Field of Study Contractor Agreement with AIFS is provided in EXHIBIT C, which includes evidence of liability insurance of not less than \$5,000,000. The proposal from AIFS is included in EXHIBIT D. The current travel alerts and warnings list issued by the U.S. Department of State in EXHIBIT E does not list England as a destination to avoid when traveling. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College Study Abroad Program to Oxford, England, for March 14, 2019 to May 17, 2019, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the American Institute for Foreign Study for coordinating all travel agreements.

Study Abroad Narrative  
Oxford, England  
Spring 2019

Saddleback College has offered the Oxford Study Abroad Program for more than twenty consecutive years. In spring 2019, a group of 22 or more students will study English literature, Shakespeare's Tragedies, and the Humanities from March 15 through May 16, 2019. Sixteen students participated in spring 2018. The faculty advisor will accompany the students on their arrival flight, March 14, 2019, as well as the duration of the program in Oxford, returning May 17, 2019.

Students will enroll in a minimum of 12.0 units of Saddleback College courses. Three (3) of the 12 units will be taken at Saddleback in the first eight weeks of the spring semester, preceding their March 14, 2019 departure. At Oxford, students will attend classes Monday through Wednesday in addition to completing projects for their online Humanities course. The Saddleback faculty advisor will teach the courses at Lincoln College, adhering to Saddleback's course outlines. The average number of units taken per student in spring 2018 was 12 units. The Program includes more than 15 weekly hours of instruction in addition to Thursday excursions to cultural and historical sites.

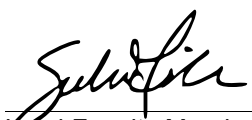
Accommodations for the students are in approved home-stays, including breakfast and dinner. The faculty advisor will be provided a one-bedroom apartment while in Oxford and is responsible for meals. All accommodations are within a short bus ride from Lincoln College.

## STUDY ABROAD PROGRAM INFORMATION SUMMARY

[illegible]



Other:							
<b>3. COURSE(S) OFFERED AT PROGRAM SITE</b>							
<b>Course No.:</b>	<b>Course Title:</b>						<b>No. of Units</b>
<b>Humanities 1</b>	<b>Introduction to Humanities (Oxford 3/15-5/16/19)</b>						<b>3</b>
<b>English 18</b>	<b>Shakespeare: The Tragedies (Oxford 3/15-5/16/19)</b>						<b>3</b>
<b>English 27A</b>	<b>Introduction to the Novel (Saddleback 1/14-3/14/19 (3 units) and Oxford 3/15-5/16/19) (3 units)</b>						<b>6</b>
<b>4. STUDENTS</b>							
Minimum number of students required to make program:						<b>22</b>	
Minimum number of units:						<b>9</b>	
Maximum number of units:						<b>12</b>	
If this is a repeat program site, what is the average number of units taken per student?						<b>12</b>	
Other							
<b>5. COSTS</b>							
Student:							
Contracted cost per student:						<b>\$ 5595</b>	
Average cost per day: (It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)						<b>\$ 86.08</b>	
College:							
Additional costs to the District?		Yes:		No:	<b>x</b>		
If Yes Explain:							
Cost of substitute pay if instructor is also receiving salary for courses at IVC and/or SC during the same period of time.						<b>\$ N/A</b>	
Other Costs						<b>\$ 0</b>	
<b>6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)</b>							
<b>7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES</b>							
	<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>	<b>Saturday</b>	<b>Sunday</b>
<b>8 a.m.</b>	<b>Eng. 27A</b>	<b>Eng 18</b>	<b>Eng. 18</b>	<b>Field trips</b>			
<b>9 a.m.</b>	<b>X</b>	<b>x</b>	<b>x</b>				
<b>10 a.m.</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>			
<b>11 a.m.</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>			
<b>12 Noon</b>	<b>lunch</b>	<b>lunch</b>	<b>lunch</b>	<b>lunch</b>			
<b>1 p.m.</b>		<b>Hum 1</b>	<b>Hum 1</b>	<b>X</b>			
<b>2 p.m.</b>		<b>ONLINE</b>	<b>ONLINE</b>	<b>X</b>			
<b>3 p.m.</b>				<b>X</b>			
<b>4 p.m.</b>				<b>X</b>			
<b>5 p.m.</b>				<b>X</b>			
<b>6 p.m.</b>				<b>dinner</b>			
<b>7 p.m.</b>				<b>X</b>			
<b>8 p.m.</b>				<b>X</b>			
<b>9 p.m.</b>				<b>X</b>			
<b>10 p.m.</b>				<b>X</b>			
Exceptions to weekly schedule:		Field trips are scheduled during 3 of the 9 weeks students are in Oxford.					
<b>8. ATTACHMENTS</b>							
<b>9. REQUIRED SIGNATURES</b>							

  
\_\_\_\_\_  
Lead Faculty Member

September 7, 2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Department Chair

September 7, 2018  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Division/School Dean

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vice President, Instruction

\_\_\_\_\_  
Date

\_\_\_\_\_  
College President

\_\_\_\_\_  
Date



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### EDUCATIONAL TOUR / FIELD STUDY TRAVEL CONTRACTOR AGREEMENT

#### GENERAL TERMS AND CONDITIONS

### *Spring 2019 Education Program in Oxford, England*

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This Agreement is made this 30th day of October, 2018 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and American Institute for Foreign Study (AIFS) located at 1 High Ridge Park, Stamford, CT 06905 and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC DETAILS."

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

1. INSTRUCTIONAL SERVICES – District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour / Field Study Trip.
2. TRAVEL SERVICES – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour / Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
3. PROMOTIONAL MATERIAL – TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour / Field Study Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College." All travel arrangements are the responsibility of TRAVEL CONTRACTOR."



Travel Contractor Agreement

4. PAYMENT BY TRIP PARTICIPANTS – All payments by Educational Tour / Field Study Trip participants for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by Educational Tour / Field Study Trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

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

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Educational Tour / Field Study Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to or prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Educational Tour / Field Study Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each participant in the Educational Tour / Field Study Trip. In the event an Educational Tour / Field Study Trip is for any reason cancelled prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund in full within ten (10) days, any payments received from Educational Tour / Field Study Trip participants provided, however, that if any Educational Tour / Field Study Trip participants cancel after the date specified for final payment for participation in a particular Educational

Tour / Field Study Trip TRAVEL CONTRACTOR shall refund payments within ten (10) days to said Educational Tour / Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

5. RESTRICTION ON TRIP PARTICIPATION – All Educational Tour / Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR / FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY



Travel Contractor Agreement

ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION.” Prior to the departure of any Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour / Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour / Field Study Trip.

6. EDUCATIONAL TOUR / FIELD STUDY CORRESPONDENCE - TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.

7. INDEMNIFICATION – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney’s fees) that any person (including but not limited to Educational Tour / Field Study Trip participants or TRAVEL CONTRACTOR’S employees), or such person’s heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR’S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR’S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.

8. LIQUIDATED DAMAGES. – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour / Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour / Field Study Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour / Field Study Trip participants, such breach may cause hardship to the Educational Tour / Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour / Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour / Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour / Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.



Travel Contractor Agreement

9. TRAVEL AGENTS – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.

10. TRIP CANCELLATION INSURANCE – TRAVEL CONTRACTOR shall make available to each Educational Tour / Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.

11. GENERAL LIABILITY INSURANCE – TRAVEL CONTRACTOR shall for the duration of each Educational Tour / Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour / Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC DETAILS. If the Educational Tour / Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

LIABILITY INSURANCE – CERTIFICATE OF INSURANCE – TRAVEL CONTRACTOR shall provide the District's Office of Administrative and Business Services with a valid certificate of insurance for each Educational Tour / Field Study Trip naming the District as additional insured with a single limit of liability of a minimum of \$5,000,000 with evidence that the policy covers the world-wide exposures of each Educational Tour / Field Study Trip. The certificate shall be submitted with the executed AGREEMENT to the Office of the Deputy Chancellor at least fifteen (15) working days prior to commencement of the program.

12. TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION – TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour / Field Study Trip.

13. TERM – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour / Field Study Trip no later than 45 days prior to the



Travel Contractor Agreement

departure of the Educational Tour / Field Study Trip (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC DETAILS) if the minimum number of participants specified in SPECIFIC DETAILS fails to sign up for Educational Tour / Field Study Trip. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour / Field Study Trip or may terminate this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or DISTRICT may terminate this Agreement in its entirety in District's sole discretion upon 45 days prior to departure written notice to TRAVEL CONTRACTOR stating that DISTRICT so terminates (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in SPECIFIC DETAILS). The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement.

14. NO ASSIGNMENT/TIME OF ESSENCE / HEIRS AND ASSIGNS – This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.

15. NO MODIFICATION OF AGREEMENT – This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour / Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

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

17. CONTROLLING LAW – This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour / Field





Travel Contractor Agreement

Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

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

TRAVEL CONTRACTOR

DISTRICT

Travel and Education (AIFS)

South Orange County Community  
College District

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

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

By: Sharman Hedayati  
*Name of authorized agent*

By: \_\_\_\_\_  
Ann-Marie Gabel

Title: Director of Admissions and  
Operations

Title: Vice Chancellor, Business Services

Address: 1 High Ridge Park  
Stamford, CT 06905

Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692

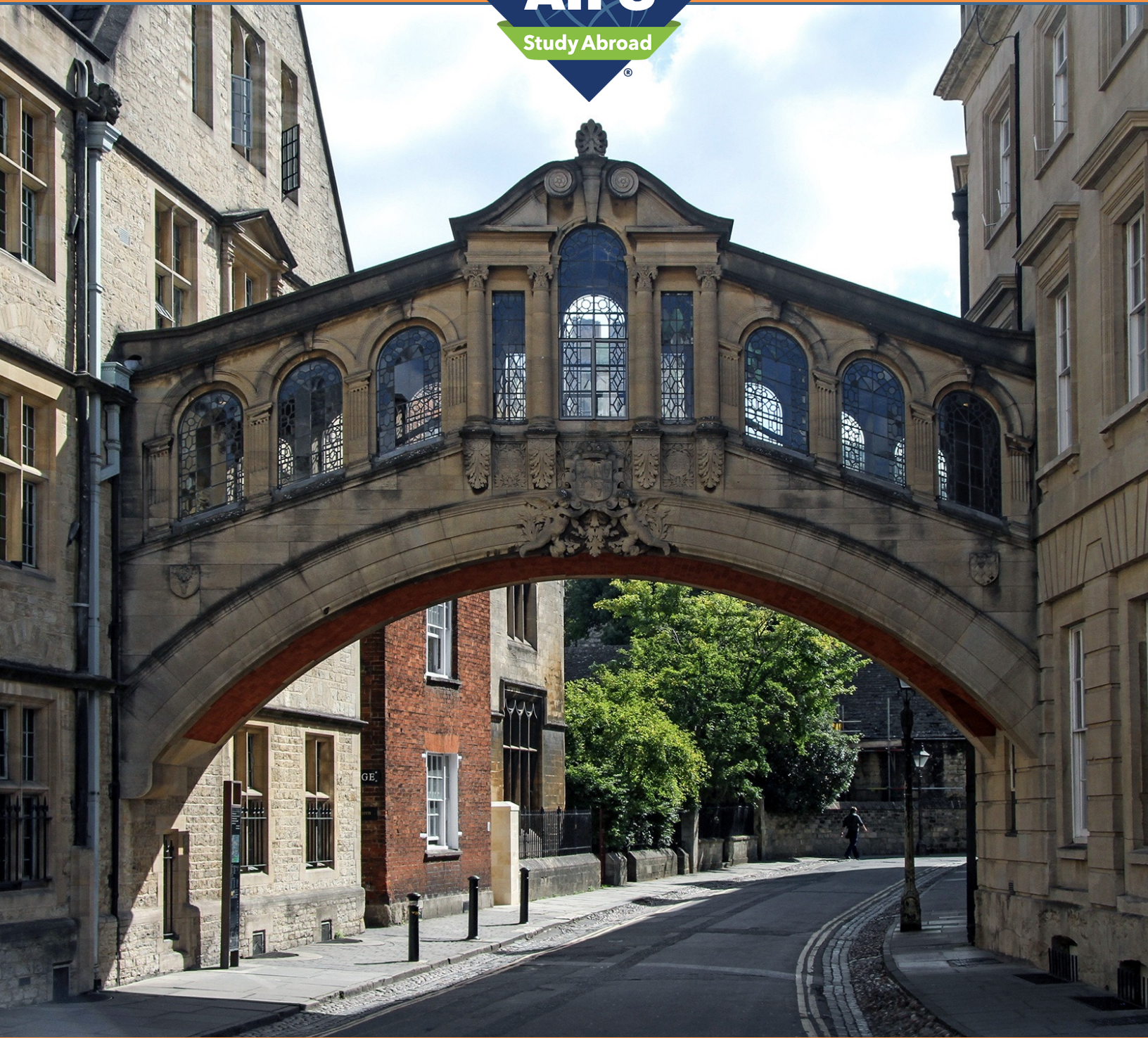
Phone: (203) 399-5597

Phone: (949) 582-4664



**AIFS**

Study Abroad



# AIFS

## Customized Faculty-Led Proposal

Saddleback College  
Oxford Semester  
Spring 2019





## The American Institute for Foreign Study

*AIFS was founded in 1964 and since then, over 1.5 million students have participated in our educational and cultural exchange programs. AIFS pioneered Customized Faculty-Led programs (previously termed “Partnership Programs”) providing logistical support, student services, classrooms, housing facilities and cultural activities abroad, plus student medical, fee refund and liability insurances. This model enables institutions to conduct their own academic programs abroad at minimal expense with the institution maintaining academic control and retaining tuition income. AIFS bill a non-academic program fee, per student or per group, for the services we provide. Winner of the goabroad.com People’s Choice Award in 2016, see what students, faculty and study abroad advisors are saying about us now:*

@AIFSCustomized



@AIFSAbroad

### **Your proposal has been prepared by Charlie McLatchie, Program Manager, London Office**

*Charlie is your primary contact, collaborating with you on the overall design of the program/itinerary, and using his knowledge of Oxford, can suggest what you might include to complement the teaching schedule and help you meet your academic goals and student learning outcomes. For any questions about this proposal, or any amendments you would like to make to the content please contact Charlie: [cmclatchie@aifs.co.uk](mailto:cmclatchie@aifs.co.uk)*

*Sharman Hedayati is the Director of Admissions in our Stamford, CT office. If you are happy with this proposal then please sign and send a scanned copy to Sharman. She will work on marketing materials for you, design an online application, and talk you through the AIFS portal and overall application process: [shedayati@aifs.com](mailto:shedayati@aifs.com)*

*Prior to the start of the program Charlie will introduce you to our on-site staff. They will send you and your students essential pre-departure materials and will be your key contacts during the program, making sure both students and faculty get the most out of the experience and what Oxford has to offer.*

**Saddleback College**  
**Oxford Semester, Spring, 2019**  
**AIFS Customized, Faculty-led Program Proposal**

**Effective Date: September 24, 2018**

**Depart U.S.:** Thursday, March 14, 2019  
**Arrive Oxford:** Friday, March 15, 2019  
**Depart Oxford:** Friday, May 17, 2019

15-18	19-20	21+	
\$5775	\$5695	\$5595	One faculty leader

Should Saddleback College wish to run this program with an enrollment below 15 paying student participants, it would be necessary either to add a supplement to the fee above or to remove some components from the program. AIFS would discuss these options with Saddleback College.

These fees are guaranteed not to change as a result of fluctuations in the \$ exchange rate. AIFS will charge a \$35 returned check fee on each check returned by the bank for insufficient funds.

**Program Components Included in the Student Fee:**

**Pre-departure support services**

- Promotional materials including custom-designed color flyers.
- AIFS University Relations Representative available to promote your program on campus and regionally if required.
- Customized admissions and application process available including on-line registration and submission of required participant materials.
- Pre-departure information services and a toll-free contact number in the U.S.
- Pre-departure orientation materials including access to the customized program portal and on-line materials.
- Final pre-departure packet sent 1-2 weeks prior to the start of the program.

**Health and Safety Support**

- On-site orientation with local staff to provide advice and guidance on general and culturally relevant safety, incident response procedures and contact information for local emergency services (police, ambulance, fire service, hospitals, U.S. Embassy, etc.)
- 24/7 AIFS emergency service with both local number to reach on-site staff and toll-free number in the U.S.
- Each student on the program will be enrolled in the CISI insurance plan and global app. This insurance covers doctor visits, prescriptions, hospitalization and medical evacuation. Students have access to the 'My CISI' website where they can locate their ID card, policy document, search for a doctor (if traveling away from the program site), access personal

security information and a copy of the claim form. The CISI app also includes resources such as the location of U.S. Embassies and consulates around the world, individual country profiles, CDC vaccine advice and U.S. State Department advice.

- A check-in facility is also part of the CISI app allowing students to mark themselves as “safe” during an incident or requesting assistance should they need it while traveling independently.
- Student medical and program fee refund insurance policies, as outlined in the AIFS insurance brochure. Coverage includes \$100,000 accidental medical expense and \$10,000 accidental death payment plus 24-hour emergency care assistance during the program and repatriation in cases of verified emergency beyond the students’ control.
- \$51,000,000 liability coverage with Saddleback College named as additional insured for the duration of the program.

### **Accommodation and Meals**

- Accommodation in a single-room homestay on a half-board basis with access to Wi-Fi. Students will live no further than a 30-minute bus ride from Oxford city center and will be located in safe residential areas.
- Meals: Daily continental breakfast and evening meal with the homestay family along with a group farewell meal.

### **In-Country Student Support**

- An orientation program in Oxford consisting of an orientation meeting with AIFS Staff, student information packet including comprehensive student handbook, local area information.
- A walking tour of Oxford with the services of a professional guide including entrances to an Oxford University College and afternoon tea welcome event.
- The services of an Oxford-based homestay coordinator to allocate and deal with homestay issues.
- The services of AIFS student services staff available to handle any emergencies and visit the group once a week. An AIFS staff member will be on site for the entire first week of the program.
- International Student Identity Card.

### Academic Support

- One classroom available for 2.5 hours per day, Monday to Wednesday. Exact times and dates to be decided between AIFS and the Saddleback College faculty member. Facilities available: flip chart, projector, laptop, white boards & pens, set up assistance, variety of room layout (classroom, boardroom, U-shape etc.)
- Two academically enhancing field trips to include a visit to the Sheldonian Theatre and an academic excursion to London. Provisions will be made for travel to and around London or Oxford, visits to museums and/or tickets to performances in discussion with the Saddleback College faculty member.
- An Academic excursion fund of £100 per student for Humanities academic visits. AIFS will liaise with the Saddleback College faculty member to allocate the funds accordingly.

### Cultural Activities and Excursions

- A full-day excursion to London by Oxford Tube bus with a tour of London including entrance to the Tower of London accompanied by a professional guide, and an evening theatre performance in the West End. *Oxford Tube bus tickets permit return the same or next day allowing students to stay in London for the night if they wish.*
- A full-day excursion to Bath and Stonehenge by private bus, including the services of a professional guide and entrances to the Roman Baths and Stonehenge.
- A full-day excursion to Stratford-upon-Avon by private bus (with late return). This includes entrances to Warwick Castle with professional guide, Anne Hathaway's Cottage, Shakespeare's Birthplace and Trinity Church for Shakespeare's Grave, and an evening theatre performance at the Royal Shakespeare Theatre in Stratford.

### Faculty Support

- Round-trip flights between Los Angeles (LAX) and London Heathrow (LHR) on the scheduled group flight. Alternatively, faculty may wish to make their own flight arrangements. In this situation AIFS will reimburse Saddleback College faculty the optional student airfare fee once the program has departed the U.S.
- AIFS will provide the Saddleback College faculty member with housing in a one-bedroom apartment in Oxford. The apartment will be fully furnished and all utilities (except telephone) will be included. Internet will be provided in the apartment.
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including travel pass, transfers, entrances, sightseeing tours, etc.
- AIFS will provide the Saddleback College faculty member with a pay-as-you-go cell phone and printer. The cost of cell phone calls are the responsibility of the faculty member.

*Faculty benefits are paid in full for an enrollment of 15 paying students or more, or pro rata for a lower enrollment.*

**What's Not Included?**

The student fee does not include the following items:

- × Round-trip airfare and in-country transfers for students– see **Optional Components**
- × \$250 refundable damage deposit
- × Passport or visa fees if applicable
- × Meals other than those listed
- × Personal expenses
- × Saddleback College tuition or administrative fees
- × Textbooks
- × Additional fieldtrips and excursions to those listed
- × Medical insurance for faculty
- × Anything not specified

**Optional Components**

**Airfare Package** - a minimum of 10 participants is required for the group Airfare Package.

- Roundtrip flights between Los Angeles (LAX) and London Heathrow (LHR) in economy/standard class.
- Roundtrip transfers in between London Heathrow and Oxford.
- AIFS staff meet-and-greet at the airport to assist on arrival and escort students to their housing.

10+ students	
\$395	Roundtrip airfare, airport transfer & staff support
\$546	Estimated Taxes, Fees & Fuel Fee (subject to change)
<b>\$941</b>	<b>Estimated total (subject to change)</b>

The airfare package is optional to student participants and offered on a space-available basis.

AIFS will reserve spaces at the above prices according to information on the student online enrollment form. Once airline tickets have been issued to students, they can only be changed directly with the issuing agent – agent and airline-imposed penalties apply.

AIFS cannot arrange airline tickets for students applying after **Wednesday December 19, 2018**.

AIFS is financially committed to any confirmed airlines seats from **Tuesday, December 4, 2018**, and therefore an airfare review will take place prior to this date. AIFS requests that Saddleback College provide an indication of how many students intend to purchase the transportation package listed above. However, should Saddleback College decide not to offer this transportation package to their students, AIFS must be notified before **Tuesday, December 4, 2018**.

**York Optional** Three-day, two-night, stay in a hotel in York on a bed and breakfast basis, including round-trip travel between Oxford and York (by train or by private coach), entrances to York Minster, a ghost tour of the city and an excursion to Castle Howard including round-trip transport by private coach. The services of an AIFS staff member are available throughout to assist the group. Cost also include one free faculty member place. A minimum enrollment of 15 students is required to run the trip at a cost of **\$500**.

### **Program Application Procedure and Billing**

We recommend the promotion of and initial receipt of deposits for this program as early as possible. The following dates apply to this program:

<b>Before Wednesday December 19, 2018</b>	<b>Wednesday December 19, 2018</b>	<b>Friday January 18, 2019</b>
Saddleback College may cancel the program with no penalty.  NB: See airfare conditions for deadlines	Application approval and \$450 deposit payment(s) due.  AIFS will bill student participants for the balance of fees.  Penalties apply to changed program bookings from this date.  AIFS can accept applications after this date on a space available basis, but cannot guarantee program costs after this date.	Confirmation of numbers and full payment due.  AIFS reserves the right to withdraw students who are not paid in full by the final payment deadline.
Please note that these are not postmark dates but the dates by which funds must arrive in the AIFS Connecticut office.		

AIFS offers an online application. Saddleback College will be given the online application link that they can post on their own webpages or distribute to selected students. Once the students have started their application Saddleback College will be able to view them on the AIFS coordinators portal and must accept or decline the application. If accepted AIFS will then email the student important documents, explain the next steps and send them access to the student portal.

There are also a variety of forms that needs to be completed for the application to be finalized. On the portal, each student will have a "Task List" and as they complete each step that item will be crossed off. Required items include, but are not limited to, passport copy, agreement and

release form, digital photo, flight details (if not on an AIFS flight). AIFS program staff will also use the portal to post important program information such as insurance details, flight itineraries, pre-departure handbooks, program brochures, etc.

### **Refund & Cancellation Policy**

<b>Student withdraws on or before Wednesday December 19, 2018</b>	<b>After Wednesday December 19, but on or before Friday January 18, 2019</b>	<b>After Friday January 18, 2019</b>	<b>Once the program has begun</b>	<b>Because of covered medical reasons</b>
<b>Student receives a refund of:</b>				
All fees paid less a \$150 processing fee and any non-refundable deposits paid by the student or by AIFS on the student's behalf.	All fees paid less the \$450 deposit and any non-refundable deposits paid by the student or by AIFS on the student's behalf.	No refund, and the total program fee is due.	No refund, unless AIFS suspends the program.	All fees paid less a \$150 processing fee and \$210 insurance premium.

*Please note that any student who is academically withdrawn by his or her home institution after their application has been processed by AIFS is subject to the standard refund policy.*

It is understood that Saddleback College will not cancel the program if the necessary minimum number of participants have been enrolled by **Wednesday, December 19, 2018**.

In the event of the U.S. State Department issuing a **Level 4** travel warning which advises U.S. Citizens not to travel to Oxford, or if they are already in Oxford, to leave, AIFS will:

- If the program has not started, either make suitable alternative arrangements, or cancel the program and refund all fees paid.
- If the program has started, suspend the program and fly the students home. If students are returned home, they will receive a pro-rata rebate of fees paid to AIFS for the proportion of the program not completed, less a \$150 processing fee, \$210 insurance premium, and any costs incurred flying the student home.



### **Acceptance of Proposal**

If you have any questions or wish to make any changes, please contact Charlie McLatchie who prepared the proposal for you: [cmclatchie@aifs.co.uk](mailto:cmclatchie@aifs.co.uk).

If you wish to accept this proposal, AIFS requires written acceptance by **Tuesday, October 30, 2018** in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements.

Please return a copy of this document in its entirety by fax or scan and email to Sharman Hedayati, Director of Admissions, AIFS, Customized Faculty-Led Programs in Stamford, CT, at 203-399-5597, or [shedayati@aifs.com](mailto:shedayati@aifs.com).

Proposal Accepted by: \_\_\_\_\_  
On behalf of Saddleback College

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

Confirmed by: \_\_\_\_\_  
On behalf of the American Institute for Foreign Study

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

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## United Kingdom Travel Advisory

Travel Advisory  
January 10, 2018United Kingdom - Level 2:  
Exercise Increased Caution

Exercise increased caution in the United Kingdom due to **terrorism**.

Terrorist groups continue plotting possible attacks in the United Kingdom. Terrorists may attack with little or no warning, targeting tourist locations, transportation hubs, markets/shopping malls, local government facilities, hotels, clubs, restaurants, places of worship, parks, major sporting and cultural events, educational institutions, airports, and other public areas.

There is also a risk of isolated violence by dissident groups in Northern Ireland, focused primarily on police and military targets.

Read the Safety and Security section on the [country information page](#).

If you decide to travel to the United Kingdom:

- Be aware of your surroundings when traveling to tourist locations and crowded public venues.
- Follow the instructions of local authorities.
- Monitor local media for breaking events and adjust your plans based on new information.
- Enroll in the [Smart Traveler Enrollment Program \(STEP\)](#) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on [Facebook](#) and [Twitter](#).
- Review the [Crime and Safety Report](#) for the United Kingdom.
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the [Traveler's Checklist](#).

### Travel Advisory Levels

- 1 Exercise normal precautions
- 2 Exercise increased caution
- 3 Reconsider travel
- 4 Do not travel

**TO:** Board of Trustees

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

**RE:** SOCCCD: Award of Contract for Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans, MIG, Inc.

**ACTION:** Approval

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### **BACKGROUND**

The District-wide Integrated Planning Committee (DWIPC) has determined that SOCCCD is ready to move to the next level of planning, which will examine the potential of additional academic and interconnected institutional support program development and growth. The intent of the Education Master and Strategic Plans (EMSP) is to assess the external and internal environment of SOCCCD and provide recommendations on instructional and support programs that will meet the changing needs of the community. The objective of the EMSP is the identification of both current and potential future programs of instruction and support services (including expansion of existing programs, and distribution of courses, programs and services between the district's two colleges), and the development of a distinct identity and direction for the institution as a whole. SOCCCD's district-wide and college planning processes and established collegial governance and decision-making processes will be important factors in the development of the EMSP which will provide a foundation for the Facilities Master Plan (FMP) & Technology Master Plan (TMP).

### **STATUS**

On July 18, 2018, RFQ&P 363D for Consultancy Services for the Development of District and Colleges' EMSP was issued by placing advertisements in the OC Register on July 13 and 20, 2018. The RFQ&P document was also made available on the District's website and the District further identified and reached out to thirty-nine (39) firms and distributed the RFQ&P to them. On August 27, 2018, five (5) proposals deemed responsive (EXHIBIT B) in conformance to RFQ&P specifications were received to be reviewed by the DWIPC. On September 24, 2018, the DWIPC met and based on the set criteria as identified in the RFQ&P, shortlisted three (3) firms to be interviewed by the executive committee comprising of the Chancellor and her executive team. On September 26, 2018, the executive committee interviewed the three (3) shortlisted firms. Based on a combination of qualifications and expertise, demonstrated knowledge and experience with higher education, client references and fees, the executive committee recommends award of contract to MIG, Inc. (EXHIBIT A), in the amount not to exceed \$234,675 as the lowest cost, best value and fit to the district.

## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the award of contract to MIG, Inc. to provide Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans for a cost not to exceed \$234,675 for a contract period of November 1, 2018 through December 31, 2019.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("Agreement") is between South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and **MIG, Inc.** ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

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

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work"):

Contractor shall provide and deliver all aspects of the Development of District and Colleges' Education and Master Strategic Plans specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 363D attached hereto and made a part hereof, as Attachment A and the proposal ("Proposal") submitted by Contractor to District, dated August 27, 2018, attached hereto and made a part hereof, as Attachment B (Collectively, the "Services") to District. However, the Parties understand and agree that to the service specified in the RFP and/or Proposal is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the RFQ&P and Proposal, the RFP shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control.

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on November 1, 2018, and shall continue in full force and effect thereafter until and including December 31, 2019 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Two Hundred Thirty Four Thousand Six Hundred Seventy Five Dollars (\$234,675). Additional details: Revised Proposal Form D Fee and Rate Proposal Dated 10/2/2018 – Attachment C.

B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").

C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.

i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder

and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Trademark/Logo Use. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.

7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.

8. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.

9. Policies & Procedures and Rules & Regulations. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.

10. Originality of Services.

A. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

B. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

11. Termination. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.

12. Hold Harmless and Indemnification. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor shall hold harmless and indemnify South Orange County Community College District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

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

13. Insurance. The Contractor shall, at their expense, maintain and comply with Insurance Requirements "a-f" below to protect Contractor and District from any and all claims for personal injury, bodily injury, and property damage arising from, pertaining to or relating to the scope of work under this agreement. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in this contract.

- A. Commercial General Liability. Minimum limits of \$2,000,000 per occurrence and \$2,000,000 general aggregate (Policy must not exclude coverage for Products and Completed Operations.)
- B. Automobile Liability. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for "Any Auto".
- C. Professional Liability (If Applicable). Minimum limits of \$1,000,000 per claim and \$2,000,000 general aggregate.
- D. Valuable Papers and Records Coverage (If Applicable). Contractor shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the District in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Contractor, and the District
- E. Workers' Compensation and Employers Liability. In accordance with the laws of the State of California; however, such amount shall not be less than \$1,000,000 for Employer's Liability.
- F. Any insurance or self-insurance maintained by the District shall be excess and noncontributory of the Contractor's insurance.
- G. Waiver of Subrogation. Contractor agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General, Automobile Liability insurance, and Workers' Compensation, Contractor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Contractor may acquire against the District by virtue of payments of any loss under this insurance.
- H. Additional Insured. Contractor's Liability and Automobile Liability insurance shall name South Orange County Community College District, its Board of Trustees, officers, employees, agents, representatives, and volunteers as Additional Insured under said policies and shall furnish the District with the additional Insured endorsements.
- I. Certificate(s) of Insurance and Endorsements. Contractor shall furnish the District 15 days prior to the commencement of services with original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage.

14. Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.

15. Assignment. The obligations of the Contractor pursuant to this Agreement shall not be assigned by the Contractor without the express, written approval of the District.

16. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

17. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

18. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

19. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's

proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

20. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

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 by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

22. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

23. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

24. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

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

Contractor: **MIG, Inc.**  
**Daniel Iacofano**  
**537 S. Raymond Ave.**  
**Pasadena, CA 91105**  
**626.744.9842 / danieli@migcom.com**

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

25. 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.

26. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

27. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

28. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

29. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with



venue in Orange, California.

30. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

31. 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.

32. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

33. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

34. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;
  - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
  - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
  - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
  - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

BY:

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: [ ]

Print Name: Ann-Marie Gabel

Print Title: [ ]

Print Title: Vice Chancellor, Business Services

Date:

Date:

Initiating Department:

**Research Planning & Data Management, Technology Learning Services**

Contact Name:

**Denice Inciong**

Contact Phone & Email:

**949.548.4997 dinciong@socccd.edu**



**Request for Qualification & Proposal (RFQ & P)**

**No. 363D**

**CONSULTANCY SERVICES FOR THE DEVELOPMENT OF  
DISTRICT AND COLLEGES' EDUCATION MASTER AND  
STRATEGIC PLANS**

**Proposal Due Date**

**Monday, August 27, 2018**

**At 12:00 PM**

**Procurement, Central Services and Risk Management**

**28000 Marguerite Parkway**

**Health Sciences - 3<sup>rd</sup> Floor**

**Mission Viejo, CA 92692**

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**Notice to Firms Providing Consultancy Services for the Development of  
District and Colleges' Education Master and Strategic Plans  
Request for Qualification/Proposal (RFQ&P) No. 363D**

<b>Project:</b>	<b>Education Master &amp; Strategic Plans South Orange County Community College District</b>
<b>RFQ&amp;P Deadline:</b>	<b><u>12:00 P.M., Monday, August 27, 2018</u></b>
<b>Mailing Address &amp; Place of RFQ&amp;P Receipt:</b>	<b>South Orange County Community College District Health Sciences Building, 3<sup>rd</sup> Floor, Room HS-357 Procurement, Central Services &amp; Risk Management 28000 Marguerite Parkway Mission Viejo, CA 92692 Attn: Priya Jerome</b>

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, responses to the Request for Qualifications and Proposals for the above Project.

A complete Request for Qualifications and Proposals may be viewed at the Office of the Director of Procurement, Central Services & Risk Management at the above address, telephone (949) 348-6016 or by email at [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu). The documents are also available online at [www.socccd.edu](http://www.socccd.edu) at the Bids link.

SOCCCD reserves the right to reject any or all submittals or to waive any irregularities or informalities in any proposals.

No proposer may withdraw any proposal for a period of one hundred eighty (180) calendar days after the submission deadline.

Priya Jerome  
Executive Director,  
Procurement, Central Services & Risk Management

**RFQ&P No. 363D SCHEDULE**

Date of Issue / Document Available	July 18 2018
Advertisement Dates	July 13, 2018 & July 20, 2018
Publication	OC Register
Requests for Information (RFI)	August 10, 2018 at 10:00 AM
Pre-Proposal Meeting	August 15, 2018 at 3:00-5:00 PM Chancellor's Conference Room
District Responds to RFIs	August 17, 2018 End of Day
Due Date	August 27, 2018 12:00PM
Interview/Presentations Mandatory Presence Required	September 26-28, 2018, 9:00 AM – 5:00 PM
Contract Negotiations (if needed)	October 1-5, 2018
Anticipated Governing Board Approval	October 29, 2018

## 1. BACKGROUND AND INTRODUCTION:

The South Orange County Community College District (SOCCCD) (here after referred to as District) requests proposals from qualified consultants to assist the District's and colleges' administration, faculty, staff, and students in preparing an Educational Master and Strategic Plans (EMSP) for Irvine Valley College, Saddleback College, and the District. The EMSP will address functions and areas of responsibility for the District as a whole as well as each college individually. The EMSP will include an examination of current and potential academic and integral institutional support program development; and distribution of courses, programs, and services. The examination and analysis will include a long-range (10 year) growth forecast with three scenarios (slow, moderate, and high) and a discussion of potential growth scenarios for the subsequent 10-year period. The EMSP will provide the foundation for a new Facilities Master Plan (FMP) and Technology Master Plan (TMP), to be written in tandem with the Educational Master and Strategic Plan (EMSP), but in a distinct process.

SOCCCD is a multi-college District that currently serves over 60,000 students per year. Interested respondents to this RFQ&P should go to [www.socccd.edu](http://www.socccd.edu), [www.saddleback.edu](http://www.saddleback.edu), and [www.ivc.edu](http://www.ivc.edu) to learn more about the District and colleges. These websites include information, including the current educational, facilities, strategic, technology, equity, and other related plans that will be essential in the preparation of a response to this RFQ&P.

The intent of the EMSP is to assess the external and internal environment of SOCCCD and provide recommendations on instructional and support programs that will meet the changing needs of the community. The objective of the EMSP is the identification of both current and potential future programs of instruction and support services (including expansion of existing programs, and distribution of courses, programs and services among the District's two colleges), and the development of a distinct identity and direction for the institution as a whole. SOCCCD's District-wide and college planning processes and established collegial governance and decision-making processes will be important factors in the development of the EMSP and will provide a foundation for the FMP & TMP.

Please refer to the following links to assist in the preparation of your proposal:

SOCCCD's District-wide Planning Documents: <http://www.socccd.edu/about/DWPlanning.htm>

- District-wide Strategic Plan 2014-2020
- Educational and Facilities Master Plan 2011-2031
- Technology Master Plan 2015-2020
- District-wide Planning and Decision Making Manual 2015-2020
- District-wide Function Map

SOCCCD is ready to move to the next level of planning, which will examine the potential of additional academic and interconnected institutional support program development and growth. SOCCCD's commitment to participatory (shared) governance and giving a voice in the decision-making process to the administration, faculty, classified staff, and students will be an important factor in the development of the Educational Master Plan. The District expects that the proposed planning processes will lead to a successful path to fund the facilities and technology additions and enhancements that will be identified in the new FMP and TMP, as well as serving as the basis for both short- and long-term planning.

While the District and colleges have the internal capacity to develop many of the required components of its Educational Master and Strategic Plan, its goal is to produce exceptional plans that, by virtue of engaging a committed team of professionals, exceed and expand on that which SOCCCD is able to develop under the constraints of its ongoing, daily educational responsibilities to its communities.



## 2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

### PURPOSE OF RFQ&P

South Orange County Community College District (SOCCCD) is seeking to retain a qualified firm to provide Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans. The District plans to select firms with specific experience with California Community Colleges. The entirety of this RFQ&P sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

### DEFINITION OF TERMS

- The designation of District refers to the South Orange County Community College District, a political subdivision of the State of California.
- The term "**Proposers**" or refers to Firms that elect to submit proposals for Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans.
- The terms "**Contract**" and "**Agreement**" shall be used interchangeably within this document.
- The terms "**Firm**" and "**Consultant(s)**" shall be used interchangeably within this document.
- Throughout this document, the term "**District**" shall be used to designate the rights and responsibilities of the South Orange County Community College District.
- The term "**Proposer**" shall be used to designate the rights and responsibilities of the successful firm responding to this RFQ&P.

### PROPOSAL QUESTIONS

All questions regarding this RFQ&P should be sent, via e-mail to Priya Jerome, Executive Director of Procurement, Central Services & Risk Management at [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu).

Questions will only be accepted until 8/10/2018 no later than 10:00 AM. The e-mail subject line should read: "Your company name/Questions regarding RFQ&P No. 363D." No direct responses will be sent to the company/firm asking the question. Questions will be answered in the form of an **addendum** and sent to all potential respondents on/about 5:00PM on August 17, 2018. All addendums to this RFQ&P will be posted on the District's web site.

### PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received in the following two ways: (1) via email submission **and** (2) hard copy plus USB or CD

Email Submission: Proposals are to be submitted, via e-mail, to the Purchasing Department no later than 12:00 PM on Monday, August 27, 2018.

Submit Proposal to: [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu). The Proposal must be emailed to the address above as an attachment in Word or PDF format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal should include and read "name of your company/submittal for RFQ&P No. 363D ("Email 1 of XX" if more than one)."

(2) Hard Copy Submission:

Proposer must submit one (1) original and twenty (20) copies of the proposal, in a 3-ring binder, with tabs and one (1) USB Flash Drive or CD with the proposal saved on it. Emphasis should be on brevity and clarity of contents. Submission to be 8-1/2" x 11" white bond paper. The proposal text must be a minimum font size 12 and not exceed thirty (30) pages in length, excluding numerical analyses, Proposal Forms: A, B, C, D, E, F & G and all Appendices A through E. Proposals submitted in response are to be labeled Form A, B etc. and be in the following order:

1. **Letter of Interest and Approach** - Provide a **cover letter** per the requirements of PROPOSAL FORM A (8-page limit).
2. **Personnel and Staffing Resources** - Provide answers to the questions in PROPOSAL FORM B (8-page limit).
3. **Related Experience and Methodology** PROPOSAL FORM C (6-page limit).
4. **Fee and Rate Proposal** – PROPOSAL FORM D (2-page limit).
5. **General Terms and Conditions**– PROPOSAL FORM E (2-page limit).
6. **References** –PROPOSAL FORM F (4-page limit).
7. **Addenda Acknowledgement** – PROPOSAL FORM G
8. **Appendices**
  - A. Non-Collusion Declaration – Must be notarized
  - B. Equal Opportunity Affirmative Action Statement (requires Corporate Seal)
  - C. Contractor's Certificate Regarding Worker's Compensation (requires Corporate Seal)
  - D. Sample Agreement
  - E. Check List

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted.

Hard copies should be packaged in a **sealed envelope** bearing the name of the Proposer and RFQ&P No. **363D** clearly marked. All proposals must be received on or before the above mentioned due date and time of **Monday, August 27, 2018 at 12:00 PM**. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the proposer unopened or rejected. All sealed proposals must be delivered to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Attention: Priya Jerome, Executive Director  
Procurement, Central Services & Risk Management  
28000 Marguerite Parkway, Health Sciences Bldg-3<sup>rd</sup> Floor  
Mission Viejo, CA 92692  
*(The Health Sciences Building is located adjacent to Parking Lot 13)*

**RIGHT TO REJECT**

This Request for Qualifications & Proposals does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request for Proposal. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however, proposers are encouraged to submit their best pricing in their proposals. Award will be based on proposer's qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

**RIGHT TO REQUEST ADDITIONAL INFORMATION**

The District reserves the right, at the District's sole discretion, to request additional information from proposers in order to make a more fully informed decision regarding the RFQ&P responses.

**MODIFICATIONS TO PROPOSALS**

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFQ&P due date and time has passed.

**PROPRIETARY INFORMATION**

In the event any information deemed "proprietary" or "protected" is included in proposer response, such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and will provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due the Provisions of the California Public Records Act. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

**ORDINANCES, LAWS AND REGULATIONS**

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

**WITHDRAWAL OF PROPOSALS**

Any Proposer may withdraw their proposal by written request via e-mail to [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu) at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "your company name/withdrawal of RFQ&P No. 363D." No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFQ&P.

**IRREVOCABLE OFFER**

Proposals shall be considered irrevocable offers for a period of one hundred eighty (180) days from the date of receipt and may not be withdrawn during this period without consent of the District.

**COST OF PREPARING PROPOSALS AND DISPOSITION**

Any and all costs associated with the preparation of responses to this Request for Proposal, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District. Proposals become the property of the District and may be returned only at the District's option and at the Proposer's expense. Information, excluding Proposer's financial information, contained therein shall become public documents subject to the Public Records Act.

**COMPLETION OF PROPOSALS**

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

**EXAMINATION OF CONTRACT DOCUMENTS**

Proposers shall thoroughly examine the contents of this RFQ&P. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFQ&P or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFQ&P is discovered, then the Proposer shall immediately notify the District of the error in writing and request modification or clarification of the documents prior to the final RFQ&P submission deadline. All requests for clarifications shall be sent to the Director of Procurement, Central Services and Risk Management by email.

**ERROR IN PROPOSAL**

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal requires correction of the errors. The District reserves the right to request additional information or clarification to allow corrections of errors or omissions.

**INTERVIEWS**

The District intends to interview firms and has scheduled interviews September 26 through 28, 2018, 9:00AM – 5:00PM at the District offices. Oral presentations will be evaluated and may be subjected to the selection criteria. The District requires that the designated representatives identified in the proposals assigned to the project, be present and prepared to respond to District inquiries.

**AWARD WITHOUT DISCUSSION**

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that, all proposals be submitted initially in the most favorable terms possible, both economically and technically.

**CONTRACT COMMENCEMENT/TERM**

It is the intent of the District to commence the resulting contract as soon as possible. Performance period for this contract is anticipated to be from November 1, 2018 to December 31, 2019. After award, contract is subject to cancellation with 30-days written notice by either party.

**INDEPENDENT CONTRACTOR STATUS**

It is expressly understood that the firm named in any contract entered into by the District is acting as an “independent contractor” and not as an agent or employee of the District.

**SOCCCD MODIFICATIONS TO PROPOSALS**

Any interpretation, correction, or change of this RFQ&P will be made by written Addendum. Interpretations, corrections, or changes of this RFQ&P made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by SOCCCD. All Addenda issued to this RFQ&P will be posted to the District web site at [www.socccd.edu/](http://www.socccd.edu/). Addenda will also be e-mailed to all that are known to have received a copy of the RFQ&P. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return completed Addenda Acknowledgment Form prior to or with the proposal (Proposal Form G).**

**NEGOTIATION**

District reserves the right to negotiate the final pricing before award of business.

**AWARD OF CONTRACT**

**It is anticipated that the award a contract will be approved by the Board of Trustees at their regularly scheduled meeting on October 29, 2018 or November 19, 2018.**

**FINAL CONTRACT**

At the time of the formal award, the firm must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party.

**NON-COLLUSION DECLARATION**

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

**EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT**

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

**PROHIBITED INTEREST**

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should a proposer aid, abet or knowingly participate in violation or breach of this article. The District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

**QUALITY OF WORK**

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

**QUALITY OF PERSONNEL ASSIGNED TO THE WORK**

The Proposer shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFQ&P to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this contract.

**PROPOSER CONDUCT**

During the RFQ&P window (from release of this RFQ&P to final award), proposer is not permitted to contact any SOCCCD employees or members of the Governing Board unless at the request of SOCCCD's designated contact person (Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

### 3. SCOPE OF SERVICES

The educational master planning consultant will also work closely with the facilities and technology master planning consultant(s) to ensure delivery of accurate, timely, and sufficient information necessary to complete the overall comprehensive master planning process.

The educational master planning consultant will prepare a draft and a final planning document that will include, but not be limited to, the following elements:

1. Proposals must clearly identify the deliverables for each of the following sections.
2. Proposals that exceed the minimum requirements as identified in the CCCCCO Facilities Planning Manual 2017: Chapter 2 will receive higher scores.
3. Executive Summary
4. Mission, Vision, and Values
  - a. Description of the educational philosophy of the District
5. Educational Planning Process
  - a. Timelines
  - b. Step by step process
6. Introduction and Background
  - a. Description of the District
  - b. History
  - c. Service Area
  - d. Local and Regional Context
  - e. State and National Context
7. Internal and External Perceptions about the district and colleges
8. Profile of the District Community and Students
  - a. Population Trends (including but not limited to K-12 population, educational attainment, building of new communities, etc.) – organized by the following levels:
    - i. SOCCCD cities
    - ii. Orange County
    - iii. Regional – Southern California
    - iv. State, National, and Global
  - b. Economic and Job Market Forecast
    - i. Employment and job market trends
    - ii. Status of major employers in the region
    - iii. Workforce development programs
  - c. Educational programs in the community
    - i. High school and adult education
    - ii. Other colleges, private, CSU, and UC
  - d. Student Characteristics (by college and district-wide)
    - i. Student Demographic (Age, Gender, Ethnicity, Full-Time Status, etc.)
    - ii. Student Success (Completion, Retention, Persistence, etc.)
    - iii. Special Groups (Military/Veterans, Foster Youth, Athletes, etc.)

- e. Enrollment Trends – past trends and future forecast (by college and district-wide)
  - i. Demographic Data
  - ii. Concurrent Enrollment
  - iii. Adult Population Projections
  - iv. Participation Rates
  - v. Enrollments
- 9. Educational Programs and Student Support Services (by college and district-wide)
  - a. Identification of needs
    - i. Projected enrollment of students (FTES), faculty (FTEF) and staff
    - ii. Learning Environment (space, equipment, or systems)
    - iii. Identify of the method(s) of instruction
    - iv. District-wide Program Planning (if applicable)
- 10. Analysis of Individual Academic and Institutional Support Programs
  - a. Program Description
  - b. Program Review
  - c. Future Development – emerging programs
  - d. Role of Technology – emerging technology
  - e. Translation of Standard Occupational Classification (SOC) to Classification of Instructional Programs (CIP) to Taxonomy of Programs (TOP)
  - f. Projected Weekly Student Contact Hours (WSCH)
  - g. Lecture Space (Classrooms)
  - h. Laboratory Space (Teaching Labs)
  - i. Office Space
  - j. Library/LRC/Study
  - k. Instructional Media AV/TV + Radio
- 11. Impact of State-wide Initiatives from the Community College Chancellor's Office
- 12. Analysis of information including SWOT and Gap analysis
- 13. Lessons Learned from the Data Relevant to Educational Planning
- 14. Development for use in the Facilities Master Plan (FMP) and Technology Master Plan (TMP)
  - a. Projected Headcount, WSCH, and FTES
  - b. Converting WSCH to Assigned Square Footage (ASF)
  - c. Converting ASF to number of classrooms and class (teaching) labs
  - d. Medium- and long-term Information
  - e. Relevance to safety and security
- 15. Summary of On-campus Interviews and Focus Groups
- 16. Summary of Community Advisory Committee Interviews
- 17. Provide a timeline for the district and college review of EMSP draft reports
- 18. The final work product must include source and publication files for the complete Educational Master and Strategic Plan.

The District is open to suggestions by the consultant for additional and/or modified areas of analysis based on their review of the project.



#### 4. SPECIAL REQUIREMENTS

This RFQ&P is only for the educational master and strategic plans. The selected firm will be required to produce written, graphic, and digital documentation of updated educational plans for the District and colleges, as a whole, as well as plans for individual disciplines and institutional support programs, including growth of existing programs and addition of new programs to accommodate maximum student enrollment. The selected consultants must also have knowledge and understanding of current state initiatives (examples include but are not limited to the new funding model, Guided Pathways, Promise Program, and AB705, etc.) that will impact planning assumptions for the EMSP. The selected firm must also provide guidance in fulfilling the district and college missions including access and equity.

##### **Planning Team and Process:**

- Comprehensive (covering the entire campus and all aspects of the district and colleges' operations).
- Inclusive (seeking input from a broad range of campus constituencies and community representatives).
- Data-driven (relying on analysis of internal and external trends and the district and colleges' facilities and operations).
- Integrated (aligning recommendations with the district's and colleges' mission, strategic direction, and financial realities).

The selected firm will work with Chancellor's District-wide Planning Council (DWPC), the District-wide Integrated Planning Committee (DWIPC) which includes representatives from the offices of instruction, district leadership, and other district and college constituencies, and both colleges' planning committees to develop the Educational Master and Strategic Plans through participation in open forums, committee meetings, and public review. The District-wide Planning Council will receive regular progress reports. The firm will assist the district in the planning process from the initial phase of research through adoption of the EMSP by the District's Board of Trustees.

The final Educational Master and Strategic Plan product will include, but not be limited to:

1. A planning document that will outline SOCCCD, Irvine Valley College, and Saddleback College educational master and strategic plans, as well as development plans for each college's individual disciplines and institutional support programs.
2. Development of WSCH and assignable square footage that illustrates the facilities requirements for achieving the EMSP's projections of enrollment growth, program growth, and program additions.
3. An operational strategic plan that will be updated and reviewed each year based on the educational master plan.

The consulting team should include appropriate individuals familiar with both academic and institutional support program planning in the California Community Colleges, as well as data-driven decision-making processes. Each candidate should be prepared to illustrate examples of data they collect and how they use this data appropriately to direct the future growth of a District. The consultant's proposal should include a description of the recommended approach to developing the planning process and outcomes that are described above. The planning process will require interactive meetings, planning charts, open forums, workshops, and presentations. It is assumed that the consulting team will meet with each college's academic departments, programs and units (including units within District Services and College Administrative Offices) a minimum of three times to develop, review and finalize their area-specific summary narratives.

The proposal submitted by the prospective firm should anticipate a minimum start-up period of two to three weeks for orientation meetings with the district and colleges' executive leadership team before the formal planning process begins.

During the course of the process, the consultant will be responsible for producing all meeting minutes and associated handouts in an electronic format consistent with SOCCCD standards for review and distribution by the district and college staff.

#### **Proposed Timeline:**

It is anticipated that the educational and facilities master planning processes will overlap, but that the educational effort will be more front-loaded and the facilities planning effort more back-loaded. Following is the anticipated schedule (the actual schedule will be developed with the selected firm):

Orientation (1) and Initial Planning Meetings (2)	December 2018 - January 2019
Research and data gathering	December 2018 – March 2019
Meetings with colleges and district services groups, Focus Groups and Interviews	January 2019 – April 2019
Draft EMSP Plans Developed (3)	April 2019 – July 2019
Begin technical review of Draft EMSP Validation of data and accuracy	July 2019 – August 2019
Presentations of draft EMSP (4)	August 2019- Presentations during Professional Development Week
Revisions to Draft EMSP	August – October 2019
Final EMSP Developed (5)	October 2019
Final EMSP Presented (6)	November 2019
Board Presentation on Final EMSP (7)	November 2019
Plan Adoption by the Board of Trustees (8)	December 2019

1. Orientation meetings with planning staff, office of instruction, and district services and colleges leadership.
2. Planning sessions with departments, programs, units, district and college leadership and others as required.
3. Draft plans developed and available for district services and college review and comment.
4. Draft plans revised and made available for public review and comment.
5. Final plans developed and made available for the colleges and district services to review and approve.
6. Internal presentations to colleges and district councils and committees.
7. Board of Trustees first reading.
8. Board action and adoption.

## 5. SUBMITTAL FORMAT AND SELECTION CRITERIA

**Qualifications:** Prospective firm should assemble a planning team that has the following qualifications:

1. Outstanding credentials in working with community college district educational program planning, long-range planning, and master planning.
2. Public involvement, including community outreach and communications expertise.

Highest consideration will be given to consultants with demonstrated understanding and experience in educational master planning and long-range educational planning, the relationship of educational master planning to facilities master planning, analytical methodologies, familiarity with California Community Colleges, and responsiveness to the needs of the District and colleges.

**Selection Process:** All proposals will be examined for merit and ranked by a screening committee according to quality and responsiveness. The top proposals will be placed on a short list of finalists and may be called for interviews.

Team members giving the presentation shall consist of those who will actually direct, execute, and complete the planning process. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract with the Vice Chancellor of Business Services or her representative. Contracts will be forwarded to the Board of Trustees for approval and authorization to proceed.

**Content and Order of RFQ&P Response:** Firm's proposal should be concise and contain the following sections in order as shown. RFQ&P responses submitted in formats other than that prescribed below may, at the sole discretion of the District, be rejected. All sections identified below must be included for the RFQ&P response to be considered complete and must be divided into tabbed sections.

Proposal Form	Section Title	Page Limit	Points
A	Letter of Interest and Approach	8	20
B	Personnel and Staffing Resources	8	20
C	Related Experience and Methodology	6	20
D	Fee and Rate Proposal	2	15
E	General Terms & Conditions	2	5
F	References	4	10
	<b>Total</b>	<b>30</b>	<b>100</b>

**PROPOSAL FORM A**  
**LETTER OF INTEREST AND APPROACH (8 Pages)**

**Letter of Interest and Approach**

The RFQ&P response should be introduced with a Letter of Interest that presents a statement of interest, firm's approach, and philosophy for implementing these services, and a brief description of the consultant/firm including qualifications for providing the requested services.

1. Describe what is unique about the consultant/firm as it relates to this specific project.
2. The educational master planning consultant will work closely with the facilities and technology master planning consultant(s) to ensure accurate, timely, and sufficient information necessary to complete those plans. Accordingly, please respond to the following questions:
  - a. Describe specific techniques to be employed. Outline the anticipated work plan and schedule. Describe how your team will work with the District and college leadership, faculty, and staff to manage and conduct the planning process and keep the project on schedule in order to present the final product at the November 2019 Board of Trustees meeting. The proposal should specifically address how the team would balance the reality of deadlines with SOCCCD's commitment to participatory (shared) governance and deliberative processes. Each response should illustrate examples of data they collect and how they use this data appropriately to direct the future growth of a District.
  - b. List the qualitative and quantitative data elements that will be used in developing the Educational Master and Strategic Plans; specifically, what will be needed in order to create data-driven, visionary, Educational Master and Strategic Plans?
  - c. How will you work with the facilities and technology master planners to ensure you have the information necessary to be successful? Also, how will you ensure that the information provided to the facilities master planner will be accurate, timely, and sufficient?
  - d. List any additional components of the Educational Master and Strategic Plans that you will not be providing and that you will be expecting from the facilities and technology master planners, if different than specified under the "Scope of Services" section of this RFQ&P.
  - e. What strategies will be used to assure appropriate participation from district, college, and community constituencies?

**Cover letter to District in addition to the Proposers narrative must include all of the information noted below in a letter format.**

The individual who is authorized to bind Consultancy Services for the Development of a District and Colleges' Education Master and Strategic Plans Proposal (hence, "Proposer") contractually

must sign the cover letter, must indicate the signatory is so authorized, and must indicate the title or position of the signatory. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement from the Proposer that acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter and statement signatory is authorized to bind the firm.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- Provide all the named people who will actually perform the work when the Program begins.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for one hundred eighty (180) days. **Please complete Proposal Form A through G and Appendices A through E as part of your RFQ&P response.**
- A statement expressing the Proposer's willingness to perform the services as described in this RFQ&P.
- A statement indicating that all forms, certificates and compliance requirements included in this RFQ&P are completed and duly submitted in the proposal response.
- A statement that there is no conflict of interest. Use Form E.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFQ&P.

**Proposer Firm Information**

- Type of Firm:  
Corporation: \_\_\_\_\_ Proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_  
Joint Venture: \_\_\_\_\_ Other (please describe): \_\_\_\_\_
- Business License Number: \_\_\_\_\_
- Number of years in business under firm name: \_\_\_\_\_
- Has the firm changed its name within the past 3 years?  
YES ☐ NO ☐  
If yes, provide former name(s): \_\_\_\_\_  
\_\_\_\_\_

- Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES ☐NO ☐

If yes, explain. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

YES ☐NO ☐

If yes, please explain. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PROPOSAL FORM B**  
**PERSONNEL AND STAFFING RESOURCES (8 PAGES)**

Submit resumes for each team member including sub-consultants proposed to provide service to SOCCCD including specific qualifications and recent related experience providing similar services. **List the proposed staff's current and anticipated availability during the contract period.** Include the following data and any other relevant information for the District to evaluate:

1. Provide total number of professional staff currently employed by the firm.
2. Resumes should include the Project Executive or person(s) providing oversight of the project team, if applicable.
3. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person/s, and how many years of experience with a focus on community college district qualifications relative to district/campus educational master or long-range educational planning and the proposed role. If the Proposer is chosen as a finalist, the proposed individual/s must attend the interview and in-person presentation.
4. Indicate whether or not individual is currently a direct employee of the firm. If a direct employee, indicate how many years with the firm.
5. Provide brief biographies, education, training, professional certifications, and work experience history of individual/s that will be working directly with the District, highlighting the skills identified with their tasks.
6. Link each named person with the specific tasks, responsibilities, and deliverables.
7. If more than one person is named as a candidate for a specific role, include above information for all listed persons.



<p style="text-align: center;"><b>PROPOSAL FORM C</b> <b>RELATED EXPERIENCE AND METHODOLOGY (6 PAGES)</b></p>
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1. Describe how the firm will provide services and fulfill the requirements and expectations of the District.
2. Based on the RFQ&P scope, clearly specify any work that would be considered additional services.
3. Identify any special services typically provided by the firm and how those services are billed.
4. Indicate the firm's proximity to the District and availability to accomplish the work.
5. List projects in chronological order in which team members were involved. Indicate whether project was completed by firm or by a team member when employed by another firm.
6. Submit complete examples of similar Educational Master and Strategic Plans.

**PROPOSAL FORM D**  
**FEE AND RATE PROPOSAL (2 PAGES)**

The proposed fee schedule shall include fully burdened hourly rates for each title/individual proposed for the work. It is the proposer's responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit a not-to-exceed fee accordingly using the form below.

1. The Fee Proposal shall include all costs to complete the scope of work including working with the FMP and TMP consultants to develop those master plans.
2. Please indicate the title of each team member to be assigned to this project, along with the billable hourly rate 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. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Extended Cost
	\$		\$

3. **Other Costs:** Please indicate below any costs not specified above, and list any applicable reimbursable and their respective unit costs:

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4. **TOTAL PROPOSAL FEE NOT TO EXCEED:** \$ \_\_\_\_\_  
(Including all billable hours, costs and deliverables)

<p style="text-align: center;"><b>PROPOSAL FORM E</b> <b>GENERAL TERMS AND CONDITIONS (2 PAGES)</b></p>
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**Offer Held Firm:** The Proposer agrees that it will not withdraw its offer for a period of *one hundred eighty (180)* calendar days from the opening date.

**Right to Reject:** The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

**Bidder Certification:** The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

**Execution of a Contract:** If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements immediately upon receipt of written notice of acceptance of the Proposal by the District.

**Assumption of Contract:** The Proposer agrees to assume operations under the contract after the Board approval of contract and within ten (10) calendar days following the District's notification to proceed.

**Exceptions to Specifications:** In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFQ&P document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the RFQ&P submittal which is to be titled "Exceptions."

**Conflicts of Interest:** All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is an employee of the South Orange County Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

**Required Submittals:** The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

**District's Right to Award**: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

**Legally Binding** it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

**Litigation History** list all related litigation in the last five (5) years filed by either an owner, owner's consultant, or contractor, against the firm.

SUBMITTED BY:

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
By: Signature (Manual)

\_\_\_\_\_  
By: Signature (Typed or Printed)

**PROPOSAL FORM F**  
**REFERENCES (4 PAGES)**

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. List all four-year higher education and community college districts that you or your firm has contracted with in the last five (5) years. Include the name of the institution or district, contact person, email address and phone number of individuals who can evaluate work that has been completed by the consultant(s)/firm/team member(s) in the past five (5) years. The District has prioritized collegiality and collaboration, and assessing how consultant(s) will function within that culture will be a critical evaluation component.

**REFERENCES**

Name of Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Dates of Services: From: \_\_\_\_\_ To: \_\_\_\_\_

Types of Services Provided: \_\_\_\_\_

**PROPOSAL FORM G**  
**ADDENDA ACKNOWLEDGEMENT**

**Addenda**: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

**APPENDIX A**  
**Non-Collusion Declaration**

**NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND  
SUBMITTED WITH PROPOSAL**

State of California                    )  
  ) ss.

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct and is executed this \_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Name of individual, company or corporation

By: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_  
City

State

Zip Code

**APPENDIX B**  
**Equal Opportunity Affirmative Action Statement**

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT**

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section

12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Name of individual, company or corporation

By: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

(Corporate Seal)



**APPENDIX C**  
**Firm's Certificate Regarding Worker's Compensation**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
 Name of individual, company or corporation

By: \_\_\_\_\_

(Corporate Seal)

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

Address: \_\_\_\_\_

\_\_\_\_\_  
 City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## APPENDIX D

### Sample Agreement



#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is between South Orange County Community College District ("District"), a California community college district and political subdivision of the State of California, and **[CONTRACTOR NAME]** ("Contractor"). District and Contractor are also referred to collectively as the "Parties" and individually as "Party."

WHEREAS, District is authorized by Section 53060 (see Appendix 14) of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, District is in need of such special services and advice; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the special services required by the District, and such services are needed on a limited basis;

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

1. Scope of Service. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession. Services to be provided by Contractor "Work":

**[INSERT BRIEF SUMMARY OF SKILLED SERVICES TO BE PERFORMED. DETAILED SCOPE OF WORK AND SPECIFICATIONS SHOULD BE REFERENCED AS AN ATTACHMENT]**

Contractor agrees and understands that District does not and will not take any responsibility for the storage, archiving or distribution of Contractor's instructional materials, textbooks, etc., and/or other supplies related to this program.

2. Term. This Agreement shall commence on **[SELECT START DATE]**, and shall continue in full force and effect thereafter until and including **[SELECT END DATE]** ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed **[DOLLAR AMOUNT SPELLED OUT]** Dollars (**\$(NUMERICAL DOLLAR AMOUNT)**) ("Contract Amount"). Additional details:**[INSERT DETAILS OF COMPENSATION(Rate Schedule/Milestone/Etc.) OR REFERENCE AN ATTACHMENT]**.
- B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").
- C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.
  - i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

5. Trademark/Logo Use. Contractor must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event such permission is extended, PIO will furnish Contractor with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Contractor's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Contractor shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.
6. Independent Contractor. Contractor, in the performance of this Agreement, shall be and act as an independent contractor and not an employee of District. Contractor, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor assumes the full responsibility his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Agreement. Contractor shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Contractor and Contractor's employees. Contractor should be aware the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Contractor or Contractor's employees or independent subcontractors. Contractor agrees to indemnify and hold District harmless from and against any and all liability arising from any failure or alleged failure of Contractor to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Contractor's employees.
7. Use of Subcontractors. Contractor must obtain District's prior written approval to use any subcontractors while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Contractor and subcontractor. Such approval must include approval of the proposed subcontractor and the terms of compensation. District retains the right to obtain copies of subcontractor insurance coverage at any time. Nothing in this Section shall be interpreted as creating a contractual relationship between District and any approved subcontractor. Notwithstanding District's approval of any subcontractor's contract, Contractor shall remain solely responsible for any harm, damage, or claim arising from any subcontractor's acts or omissions as set forth in Section 13.
8. Materials and Expenses. Contractor shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Work for District.
9. Policies & Procedures and Rules & Regulations. Contractor will comply with District's policies, procedures, rules and regulations and applicable laws.
10. Originality of Services.
- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
  - b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.
11. Termination. Either Party may, at any time, with or without cause, terminate this Agreement by providing at least thirty (30) days written notice to the other Party prior to the requested termination date. In such case, District shall compensate Contractor only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Contractor for all costs associated with addressing and rectifying Contractor's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Contractor. In such case, notice shall be deemed given when received by the Contractor or no later than three (3) days after the day of mailing, whichever is sooner.
12. Indemnification/Limitation of Liability. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor shall indemnify, hold harmless, and defend the District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.
- The parties understand and agree that the above shall be the sole indemnity provision governing this agreement. Any other indemnity that is attached to this agreement shall be void and unenforceable between the parties.
13. Insurance Requirements. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury (including, but not limited to, injuries sustained as a result of an offense directly or indirectly related to Contractor employee or Contractor third-party representative including assault or abuse, sexual or otherwise), broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance

with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard-copy in the mail to District, Attn: Risk Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635, before Work is to commence.

Transportation. Contractor hereby acknowledges and understands that it is his/her responsibility to arrange for transportation to provide all Work necessary and/or required by this Agreement and is solely responsible for all associated costs. The District is in no way responsible for, nor does District assume any liability for, any injury or loss which may result from Contractor's transportation for which the Contractor shall indemnify the District in accordance with Section 13 above.

14. Compliance with Applicable Laws. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Contractor, Contractor's business, equipment and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations ("Rules"). If District disapproves of any service provided by Contractor, or if Contractor fails to comply with any applicable Rule, Contractor shall address the issue immediately at no additional cost to District.

15. Permits/Licenses. Contractor and all Contractor's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Agreement.

16. Prevailing Wage. Contractor certifies that Contractor is aware of Labor Code Section 1771, prevailing wages paid on Public Works projects greater than \$1,000, and Contractor will comply with said requirement.

17. Professional Practices. All Work provided pursuant to this Agreement shall be provide in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices.

18. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

19. Employment with Public Agency. Contractor, if an employee of another public agency, agrees that Contractor will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Work is actually being performed pursuant to this Agreement.

20. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

21. Non-Discrimination. Contractor agrees not to engage in unlawful discrimination in the employment of persons, or in the acceptance, assignment, treatment, evaluation or compensation of students who participate in programs sponsored or arranged by District, on the basis of race, color, religion, nationality, national origin, ancestry, sex, gender, gender identity, gender expression, ethnicity, age, medical condition, mental or physical disability, marital status, sexual orientation or Vietnam-era veteran status.

22. Non-Waiver. The failure of District or Contractor to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement, shall not be deemed a waiver by that Party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

23. Notice. All notices or demands to be given under this Agreement by either Party to the other Party shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Section. At the date of this Agreement:

District: South Orange County Community College District  
Priya Jerome, Executive Director, Procurement, Central Services & Risk Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
(949) 582-4850

Contractor: [CONTRACTOR NAME]  
[AUTHORIZED REPRESENTATIVE'S NAME]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE NUMBER] / [EMAIL ADDRESS]

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

24. 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.

25. Exhibits. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Agreement by each reference as though fully set forth in each instance in the text hereof.

26. Interpretation. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Sections or other provisions of this Agreement. Any reference in this Agreement to a Section, unless specified otherwise, shall be a reference to a Section of this Agreement.

27. Conflict of Interest. Contractor hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Contractor has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Contractor has no business or financial interests which are in conflict with Contractor's obligations to District under this Agreement; and (iii) Contractor shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

28. Governing Law. The terms and conditions of this Agreement shall be governed by the laws of the State of California with venue in Orange, California.

29. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of this Agreement.

30. 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.

31. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.

32. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

33. Certification Regarding Debarment, Suspension or Other Ineligibility. (Applicable to all agreements funded in part or whole with federal funds).

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Contractor's present responsibility;

- 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
- 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
- 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
- 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

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

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

Print Name: [      ]  
\_\_\_\_\_

Print Name: [Choose: Jerome(Ex Dir)<\$50,000>Gabel(VC)]  
\_\_\_\_\_

Print Title: [      ]  
\_\_\_\_\_

Print Title: [Select Title of Signer]  
\_\_\_\_\_

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

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

Initiating Department:

\_\_\_\_\_  
Contact Name:

\_\_\_\_\_  
Contact Phone & Email:

<p style="text-align: center;"><b>APPENDIX E</b></p> <p style="text-align: center;"><b>Submission Checklist</b></p> <p style="text-align: center;"><b>South Orange County Community College District</b></p> <p style="text-align: center;"><b>Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans</b></p>
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Item	Included in RFQ&P Response
Proposal Form A: Letter of Interest and Approach	
Proposal Form B: Personnel and Staffing Resources	
Proposal Form C: Related Experience and Methodology	
Proposal Form D: Fee and Rate Proposal	
Proposal Form E: General Terms and Conditions	
Proposal Form F: References	
Proposal Form G: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Firm's Certificate Regarding Workers' Compensation	
Appendix D: Sample Agreement for Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans	Not necessary to include with proposal if no changes are being requested, but receipt acknowledge
Appendix E: Submission Checklist	



**South Orange County Community College District**  
RFQ&P No. 363D EDUCATION MASTER AND STRATEGIC PLANS

Addendum No. One (1)  
August 7, 2018

***Priya Jerome***

Executive Director of Procurement, Central Services & Risk Management

**Note:**

All documents remain unchanged except section or parts added to, revised, deleted and clarified by this Addendum. This Addendum consists of important information regarding the Pre-Proposal Meeting.

1. The pre-proposal meeting on August 15, 2018. 3:00 - 5:00 PM is **mandatory**.
2. All RFQ&P respondents shall confirm their attendance by email to [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu) by 5:00 PM on August 10, 2018. The subject line should read: "RFQ&P 363D Pre-Proposal Meeting Confirmation."
3. Physical presence is not required. A call in number will be provided prior to the meeting day to those who confirm attendance.
4. A District map is attached. The address and location of the meeting is:  
South Orange County Community College District  
Chancellor's Conference Room  
Health Sciences Building, 3rd Floor  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

END OF ADDENDUM 1



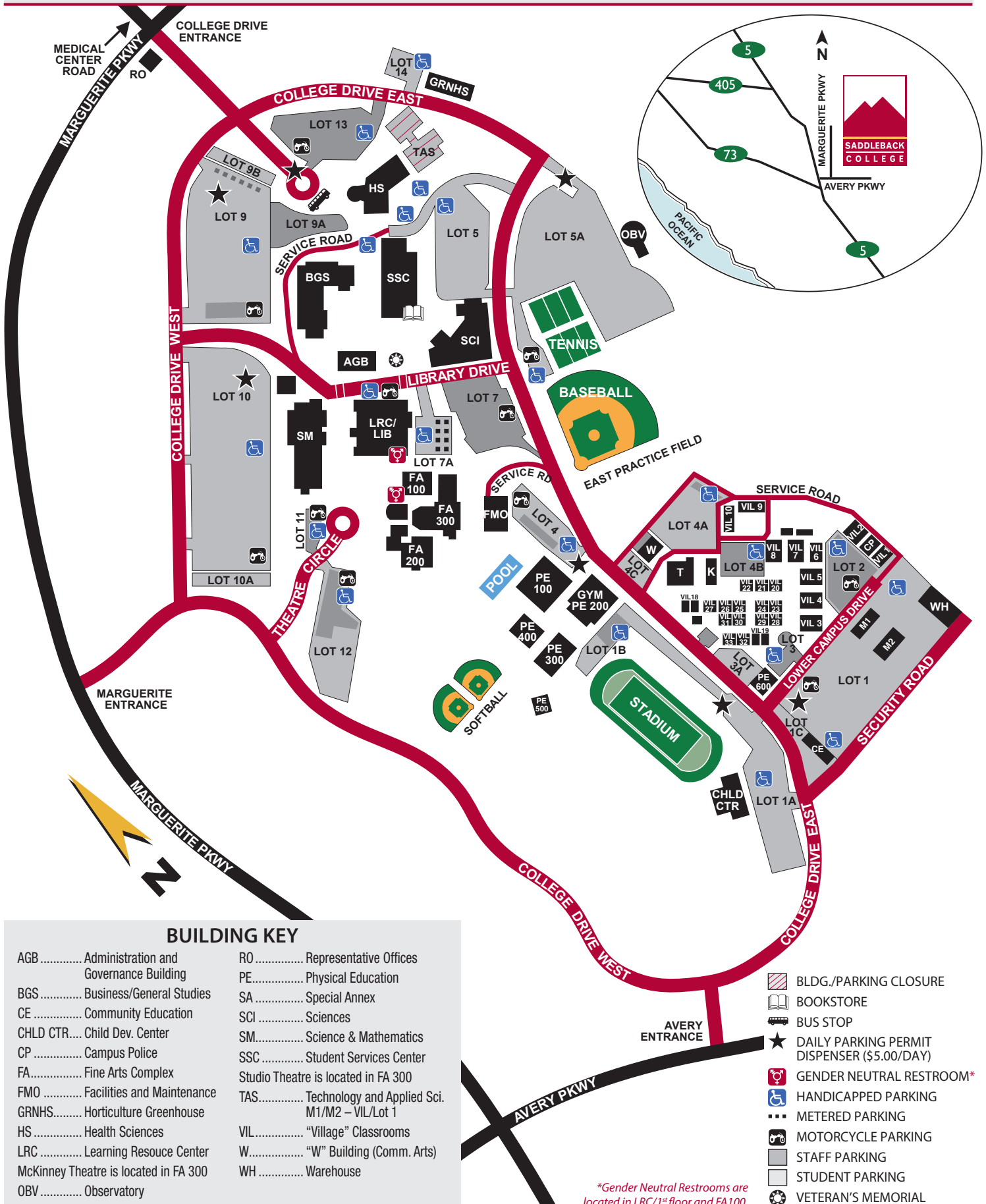
# SADDLEBACK COLLEGE CAMPUS MAP

28000 Marguerite Parkway, Mission Viejo, CA 92692 • 949.582.4500

EXHIBIT A

Page 45 of 93

ATTACHMENT A



## BUILDING KEY

AGB.....Administration and Governance Building	RO.....Representative Offices
BGS.....Business/General Studies	PE.....Physical Education
CE.....Community Education	SA.....Special Annex
CHLD CTR.....Child Dev. Center	SCI.....Sciences
CP.....Campus Police	SM.....Science & Mathematics
FA.....Fine Arts Complex	SSC.....Student Services Center
FMO.....Facilities and Maintenance	Studio Theatre is located in FA 300
GRNHS.....Horticulture Greenhouse	TAS.....Technology and Applied Sci. M1/M2 – VIL/Lot 1
HS.....Health Sciences	VIL.....“Village” Classrooms
LRC.....Learning Resource Center	W.....“W” Building (Comm. Arts)
MCKINNEY Theatre is located in FA 300	WH.....Warehouse
OBV.....Observatory	

- BLDG./PARKING CLOSURE
- BOOKSTORE
- BUS STOP
- DAILY PARKING PERMIT DISPENSER (\$5.00/DAY)
- GENDER NEUTRAL RESTROOM\*
- HANDICAPPED PARKING
- METERED PARKING
- MOTORCYCLE PARKING
- STAFF PARKING
- STUDENT PARKING
- VETERAN'S MEMORIAL

\*Gender Neutral Restrooms are located in LRC/1<sup>st</sup> floor and FA100.



South Orange County Community College District  
RFQ&P No. 363D EDUCATION MASTER AND STRATEGIC PLANS

Addendum No. Two (2)  
August 17, 2018

A blue ink signature of Priya Jerome, consisting of a stylized 'P' and 'J'.

**Priya Jerome**  
Executive Director  
Procurement, Central Services & Risk Management

**Note:**

*All documents remain unchanged except section or parts added to, revised, deleted and/or clarified by this Addendum. This Addendum consists of the responses to the Request for Information/Clarification submitted by the deadline of 10:00AM on August 10, 2018.*

**Q1** Is this project for the Education Master Plan ONLY and will there be a separate RFP for the Facilities Master Plan and Technology Master Plan?

**A1** *The services contemplated in this RFQ&P are to minimally develop and deliver the following:*

*A planning document that will outline SOCCCD, Irvine Valley College, and Saddleback College Education Master and Strategic Plans (EMSP), as well as development plans for each college's individual disciplines and institutional support programs.*

*The District intends to issue separate RFQ&Ps for the development of the Facilities Master Plan (FMP) and Technology Master Plan (TMP). The District contemplates issuing the RFQ&P for the FMP in spring of 2019.*

**Q2** Can companies from Outside USA apply for this (i.e., India or Canada)?

**A2** *The District is looking to hire a qualified firm that has a team of individuals familiar with both academic and institutional support program planning in the California Community Colleges, as well as data-driven decision-making processes. Highest consideration will be given to consultants with demonstrated understanding and experience in educational master planning and long-range educational planning, the relationship of educational master planning to facilities master planning, analytical methodologies, familiarity with California Community Colleges, and responsiveness to the needs of the District and colleges.*

*The planning process related to this project will require interactive meetings, planning charts, open forums, workshops, and presentations. It is assumed that the consulting team will meet with each college's academic departments, programs and units (including units within District Services and College Administrative Offices) a minimum of three times to develop, review and finalize their area-specific summary narratives.*

- Q3 Do we need to come over there for meetings?
- A3 *Yes, on site meetings will be critical to the successful development and delivery of the Education Master and Strategic Plans.***
- Q4 Can we submit the proposals via email?
- A4 *See Section Proposal Submission on Page 8 to review the criteria for submitting the responses to this RFQ&P.***
- Q5 In the RFQ&P, it states that “The education master planning consultant will also work closely with the facilities and technology master planning consultant(s)...”. Please clarify if the facilities/technology consultants will be provided by the District, and if/when a decision on who they will be has been made at this time.
- A5 *Please see paragraph two of our response to Q1.***
- Q6 In addition to Question above, will the facilities/technology consultants report to the educational master planning consultant, or to the District?
- A6 *The consultants developing the FMP and TMP will both directly report to the District. However, it is the expectation of the District that the firm hired to develop the Education Master and Strategic Plans will work closely and in collaboration with the FMP consultant.***
- Q7 Which, if any, items will the facilities master planners will complete, such as lecture/lab WSCH projections and assignable square feet? (pp. 15-16)
- A7 *The firm hired to develop the Education Master and Strategic Plans will be responsible for the development of WSCH and assignable square footage that illustrates the facilities requirements for achieving the EMSP’s projections of enrollment growth, program growth, and program additions.***
- Q8 In the RFQ&P, it states that “The EMSP will address functions and areas of responsibility for the District as a whole as well as each college individually.” Please clarify that the final deliverable is One (1) plan that addresses the District as well as each College as a whole, or Three (3) plans - One for the District and one for each College.
- A8 *The final EMSP will be a planning document that will outline SOCCCD, Irvine Valley College, and Saddleback College Education Master and Strategic Plans, as well as development plans for each college’s individual disciplines and institutional support programs.***
- Q9 Part 10 of the intended final planning document (outlined in the Scope of Services) discusses “Educational Programs and Student Support Services”. Please clarify if the educational master planning consultant is to review ALL programs or a set of designated programs by the District. If the latter, please clarify the estimated number of programs.

- A9** *The final EMSP will a planning document that will outline SOCCCD, Irvine Valley College, and Saddleback College Education Master and Strategic Plans, as well as development plans for each college's individual disciplines and institutional support programs.*
- Q11 Are current program review reports for all departments available, and to what extent are those reviews to be integrated and used in project department planning?
- A11** *Yes, program review reports are available and needs to be integrated in the EMSP.*
- Q12 Part 8 of the intended final planning document (outlined in the Scope of Services) discusses "Economic and Job Market Forecast and Educational Programs in the Community". Please clarify if there is a desired number of interviews with external stakeholders that is inclusive of employers and other community members.
- A12** *During the planning phase and in consultation/recommendation made by the selected firm, the District intends to determine the number of interviews required to ultimately deliver a comprehensive analysis of the information requested.*
- Q13 Can some (of the 3 each specified) department meetings be conducted remotely or online? Who do they expect to participate in department meetings—the entire departments, representatives, or the leadership?
- A13** *The District reserves the discretion to afford flexibility and attendance depending on the program and department needs.*
- Q14 Does the District intend to provide the day-to-day office and scheduling support for this project, or does the District wish that the educational master planning consultant will provide that as part of their response?
- A14** *The District will provide scheduling support based on the consultant's plan, however the consultant may be required to assist on an as needed basis.*
- Q15 Page 6 of the RFP refers to an EMP 2011-2031. To what extent is this project to update, revise, or replace that?
- A15** *The EMSP will be a new plan.*
- Q16 Does the District want the colleges' and District's mission and values statements reviewed, updated, and/or revised during the project processes?
- A16** *Yes, if during the development of the EMSP it is determined that there are gaps in the current mission and values statements.*

Q17 Page 24 of 38. Proposal Form C, item 6. requests "complete examples of similar Education Master and Strategic Plans." Due to page limitations, may we provide these as an appendix to the proposal (not included in page count) or as an electronic copy only?

**A17 Please provide the examples as an accessible web link.**

Q18 Page 28 of 38: Proposal Form F requests, "...all four-year higher education and community college districts that you or your firm has contracted with in the last five (5) years. Include the name of the institution or district, contact person, email address and phone number of individuals who can evaluate work that has been completed by the consultant(s)/firm/team member(s) in the past five (5) years." There is a page limitation of four pages for this section. Due to the amount of relevant projects completed within the past five years, four pages will not be enough space to include all projects. May we include the most recent and relevant that will take up four pages?

**A18 Please include the most recent and relevant projects that will take up four pages. For all other projects that you wish to identify please submit as an Appendix.**

Q19 On page 8, section 2, the RFQ&P reads: "The District plans to select firms with specific experience with California Community Colleges." If a vendor's experience with community colleges is not specific to California, rather the vendor has worked with community colleges in other states, will that vendor be disqualified?

**A19 The District is looking to hire a qualified firm that has a team of individuals familiar with both academic and institutional support program planning in the California Community Colleges, as well as data-driven decision-making processes. Highest consideration will be given to consultants with demonstrated understanding and experience in educational master planning and long-range educational planning, the relationship of educational master planning to facilities master planning, analytical methodologies, familiarity with California Community Colleges, and responsiveness to the needs of the District and colleges.**

Q20 Has a budget range been established for this award? If so, what is it?

**A20 A budget has been established for this project, however no range will be provided.**

Q21 In similar processes before (e.g., establishment of district-wide strategic plan), what worked well to engage stakeholders and produce a high-quality deliverable? What are lessons learned?

**A21 The District and its two colleges are typical of comparable California Community College Districts (CACCD) and follow the same/similar basic nuances of any project deliverable. A firm experienced at providing these services may safely apply any and all lessons learned from the CACCD clients previously served.**

Q22 Are original signatures required only on the response marked "Original?"

**A22 Yes.**

- Q23 What led to the determination of developing the EMSP, please provide some historical context?
- A23 *The District is required to have an updated master plan for education and facilities as a requirement of the law. The District last developed and implemented its EMP and FMP in 2011. These plans are reviewed periodically every five to seven years and at this stage the District has made an assessment to move forward with a new EMSP.***
- Q24 Would the firm chosen to develop the EMSP be precluded from submitting a response to develop the FMP?
- A24 *At this stage, the District sees no impediments to a firm developing both the EMSP and FMP for the District, provided they are best qualified to do both and no conflict exists. Please note that the FMP services will be procured through a separate RFP process and hence resulting in a separate contract being awarded to the firm that best supports the District's needs.***
- Q25 The RFQ&P refers to a Community Advisory Committee, is there a committee that already exists?
- A25 *Yes, the District has community advisory committees and the EMSP consultant will be expected to interact with these committees at the discretion of the District.***
- Q26 Is there a formal committee overseeing the development of the EMSP? Would there be a designated point person the consultant will be working with?
- A26 *Yes, the EMSP will be developed under the general guidance of the District Wide Integrated Planning Council (DWIPC). The designated point person championing the effort on behalf of the District is the DWIPC co-chair.***
- Q27 How many members constitute the DWIPC?
- A27 *29 members are in the DWIPC representing the leadership at the District and the two colleges.***
- Q28 Are we required to adhere to the RFQ&P format for all the proposal forms?
- A28 *It is required that all respondents strictly adhere to the format prescribed in the proposal forms.***
- Q29 Would the District allow for a joint venture proposal submission?
- A29 *The proposer may submit a proposal with a sub-consultant identified in the project as long as the roles, responsibilities and deliverables are clearly defined. The District will award the contract only to the proposing firm. It would be the responsibility of the proposing firm to manage all sub-consultant engagements independently at their own cost and responsibility.***

A list of all participants who attended the mandatory pre-proposal meeting is attached.

END OF ADDENDUM NO. 2





SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**RFQ&P 363D Education Master & Strategic Plans**

ADDENDUM NO. 2  
ATTACHMENT A

Company	Contact	E-Mail
Alma Strategies	Shaun Blaylock	<a href="mailto:shaun@almastrategies.com">shaun@almastrategies.com</a>
Berkeley Research Group, Inc.	Faisal Amin	<a href="mailto:famin@thinkbrg.com">famin@thinkbrg.com</a>
Berkeley Research Group, Inc.	Vanessa Charlot	<a href="mailto:vcharlot@thinkbrg.com">vcharlot@thinkbrg.com</a>
Boston Consulting Group	Tejus Kothari	<a href="mailto:kothari.tejus@bcg.com">kothari.tejus@bcg.com</a>
Cambridge West Partnership	CM Brahmabhatt	<a href="mailto:cm@cambridgewestpartnership.com">cm@cambridgewestpartnership.com</a>
Collaborative Brain Trust	James Walton	<a href="mailto:james@cbtconsult.com">james@cbtconsult.com</a>
Collaborative Brain Trust	Brice Harris	
Gensler	Deborah Shepley	<a href="mailto:deborah_shepley@gensler.com">deborah_shepley@gensler.com</a>
Gray Associates	Elaine Rowles	<a href="mailto:elaine.rowles@grayassociates.com">elaine.rowles@grayassociates.com</a>
Gray Associates	Christina Varon	<a href="mailto:christina.varon@grayassociates.com">christina.varon@grayassociates.com</a>
Maas Companies	Lori Maas O'Keefe	<a href="mailto:loriokeefe@maasco.com">loriokeefe@maasco.com</a>
Maas Companies	Jeff Kellogg	<a href="mailto:jeffkellogg@maasco.com">jeffkellogg@maasco.com</a>
MIG, Inc.	Mark Sillings	<a href="mailto:marks@migcom.com">marks@migcom.com</a>
PPL, Inc.	Dean Colli	<a href="mailto:dcolli@pplpros.com">dcolli@pplpros.com</a>
PPL, Inc.	Dan Rosenberg	<a href="mailto:drosenberg@reimagineschool.com">drosenberg@reimagineschool.com</a>
tBP Architecture	Amy Jane Frater	<a href="mailto:ajfrater@tbparchitecture.com">ajfrater@tbparchitecture.com</a>



# South Orange County Community College District

## CONSULTANCY SERVICES FOR THE DEVELOPMENT OF DISTRICT AND COLLEGES' EDUCATION MASTER AND STRATEGIC PLANS



RFQ&P NO. 363D  
PROPOSAL AND QUALIFICATIONS | AUGUST 27, 2018



537 S. RAYMOND AVENUE | PASADENA, CA 91105  
(626) 744-9872 | [WWW.MIGCOM.COM](http://WWW.MIGCOM.COM)





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**PROPOSAL FORM A**  
**LETTER OF INTEREST AND APPROACH (8 Pages)****Letter of Interest and Approach**

The RFQ&P response should be introduced with a Letter of Interest that presents a statement of interest, firm's approach, and philosophy for implementing these services, and a brief description of the consultant/firm including qualifications for providing the requested services.

1. Describe what is unique about the consultant/firm as it relates to this specific project.
2. The educational master planning consultant will work closely with the facilities and technology master planning consultant(s) to ensure accurate, timely, and sufficient information necessary to complete those plans. Accordingly, please respond to the following questions:
  - a. Describe specific techniques to be employed. Outline the anticipated work plan and schedule. Describe how your team will work with the District and college leadership, faculty, and staff to manage and conduct the planning process and keep the project on schedule in order to present the final product at the November 2019 Board of Trustees meeting. The proposal should specifically address how the team would balance the reality of deadlines with SOCCCD's commitment to participatory (shared) governance and deliberative processes. Each response should illustrate examples of data they collect and how they use this data appropriately to direct the future growth of a District.
  - b. List the qualitative and quantitative data elements that will be used in developing the Educational Master and Strategic Plans; specifically, what will be needed in order to create data-driven, visionary, Educational Master and Strategic Plans?
  - c. How will you work with the facilities and technology master planners to ensure you have the information necessary to be successful? Also, how will you ensure that the information provided to the facilities master planner will be accurate, timely, and sufficient?
  - d. List any additional components of the Educational Master and Strategic Plans that you will not be providing and that you will be expecting from the facilities and technology master planners, if different than specified under the "Scope of Services" section of this RFQ&P.
  - e. What strategies will be used to assure appropriate participation from district, college, and community constituencies?

**Cover letter to District in addition to the Proposers narrative must include all of the information noted below in a letter format.**

The individual who is authorized to bind Consultancy Services for the Development of a District and Colleges' Education Master and Strategic Plans Proposal (hence, "Proposer") contractually

must sign the cover letter, must indicate the signatory is so authorized, and must indicate the title or position of the signatory. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement from the Proposer that acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter and statement signatory is authorized to bind the firm.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- Provide all the named people who will actually perform the work when the Program begins.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for one hundred eighty (180) days. **Please complete Proposal Form A through G and Appendices A through E as part of your RFQ&P response.**
- A statement expressing the Proposer's willingness to perform the services as described in this RFQ&P.
- A statement indicating that all forms, certificates and compliance requirements included in this RFQ&P are completed and duly submitted in the proposal response.
- A statement that there is no conflict of interest. Use Form E.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFQ&P.

#### Proposer Firm Information

- Type of Firm:  
Corporation: ☒ Proprietorship: ☐ Partnership: ☐  
Joint Venture: ☐ Other (please describe):
- Business License Number: 1513382
- Number of years in business under firm name: 36
- Has the firm changed its name within the past 3 years?  
YES ☐ NO ☒

If yes, provide former name(s): \_\_\_\_\_  
\_\_\_\_\_

- Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES ☐NO ☒

If yes, explain. \_\_\_\_\_

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- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

YES ☐NO ☒

If yes, please explain. \_\_\_\_\_

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**Authorized Representative**

Daniel Iacofano,  
Chief Executive Officer  
510-845-7549  
danieli@migcom.com

**Primary Contact**

Mark Sillings,  
Project Manager  
626-744-9872  
marks@migcom.com

**CALIFORNIA**

BERKELEY, FULLERTON,  
KENWOOD, PASADENA,  
RIVERSIDE, SACRAMENTO,  
SAN DIEGO AND SAN JOSE

**COLORADO**

DENVER

**OREGON**

EUGENE AND PORTLAND

**TEXAS**

SAN ANTONIO

**WASHINGTON**

SEATTLE

**FEDERAL EMPLOYER  
IDENTIFICATION NUMBER**

94-3116998

**CORPORATE  
IDENTIFICATION NUMBER**

1513382

South Orange County Community College District  
Attention: Priya Jerome, Executive Director  
Procurement, Central Services and Risk Management  
2800 Marguerite Parkway, Health Sciences Bldg-3rd Floor  
Mission Viejo, CA 92692

Dear Ms. Jerome and Selection Committee Members,

Thank you for considering **MIG, Inc.** as your consultant to assist the South Orange County Community College District in preparing an Educational Master Plan and Strategic Plans (EMSP) for Irvine Valley College, Saddleback College, and the District. The EMSP will play a critical role in helping to forge a distinct identity and direction for the District. One of the keys to success will be partnering with a consultant that can integrate the history, culture and existing plans with **a new strategic vision, enabling District leadership to adapt to an uncertain future driven by a complex array of economic, social and technological forces.**

**These change factors include an urgent desire to improve the overall performance of community colleges.** This is reflected in the shift to a new funding model that emphasizes student outcomes rather than enrollment, especially for underprepared and first-generation college students. To address these opportunities and challenges, the EMSP development process should encourage innovative thinking to ensure the District continues to grow as a strategic asset for the 26 communities it serves in south Orange County.

**The MIG Team is that team!** MIG is a national leader in strategic planning, educational programming, and facility planning for college campuses. **MIG brings 36 years of experience in engaging campus communities in planning,** employing a highly interactive, collaborative process involving all constituent groups. We have a proven track record in involving diverse stakeholders by engaging them in authentic and consequential conversations about their needs and aspirations, building consensus, and developing a base of support for project outcomes. Tailored to your distinctive needs, our methods will evoke creative solutions that lead to an implementable dynamic plan and a new partnership with the campus community.

**We have assembled an outstanding, highly qualified team of professionals to lead this significant effort to ensure its success.** **Daniel Iacofano, Ph.D., FAICP, FASLA,** an internationally recognized innovator and thought leader in campus and strategic planning and consensus building, will lead the project, spark ideas, and serve as the lead facilitator. **Mark Sillings,** an experienced project manager of complex



strategic plans and educational master plans with a depth of experience in Orange County, will serve as project manager and the District's primary contact. MIG Principal **Esmeralda Garcia**, Community Engagement Specialist, will contribute her substantial experience in engaging diverse communities to ensure that the plan reflects community needs and values.

### MIG'S UNIQUE DIFFERENTIATORS

- » **A thorough knowledge of higher education planning and design**, including strategic and educational master planning, space programming and facilities planning.
- » Extensive experience with **community college systems**, including the California Community College System Statewide Strategic Plan and a wide range of community colleges.
- » Expert **visioning, facilitation, strategic planning, consensus-building, and public process skills** to bring groups together in collaborative and inclusive work efforts.
- » An **integrated planning approach** that ties the District's vision, mission, and strategies to financial realities, while identifying new partnerships and funding sources.
- » Qualitative and quantitative research and analysis skills that support **data-driven decision-making** and continuous learning.
- » A **team-oriented, collaborative approach** that responds efficiently to project needs to best leverage District resources to obtain timely, positive results.

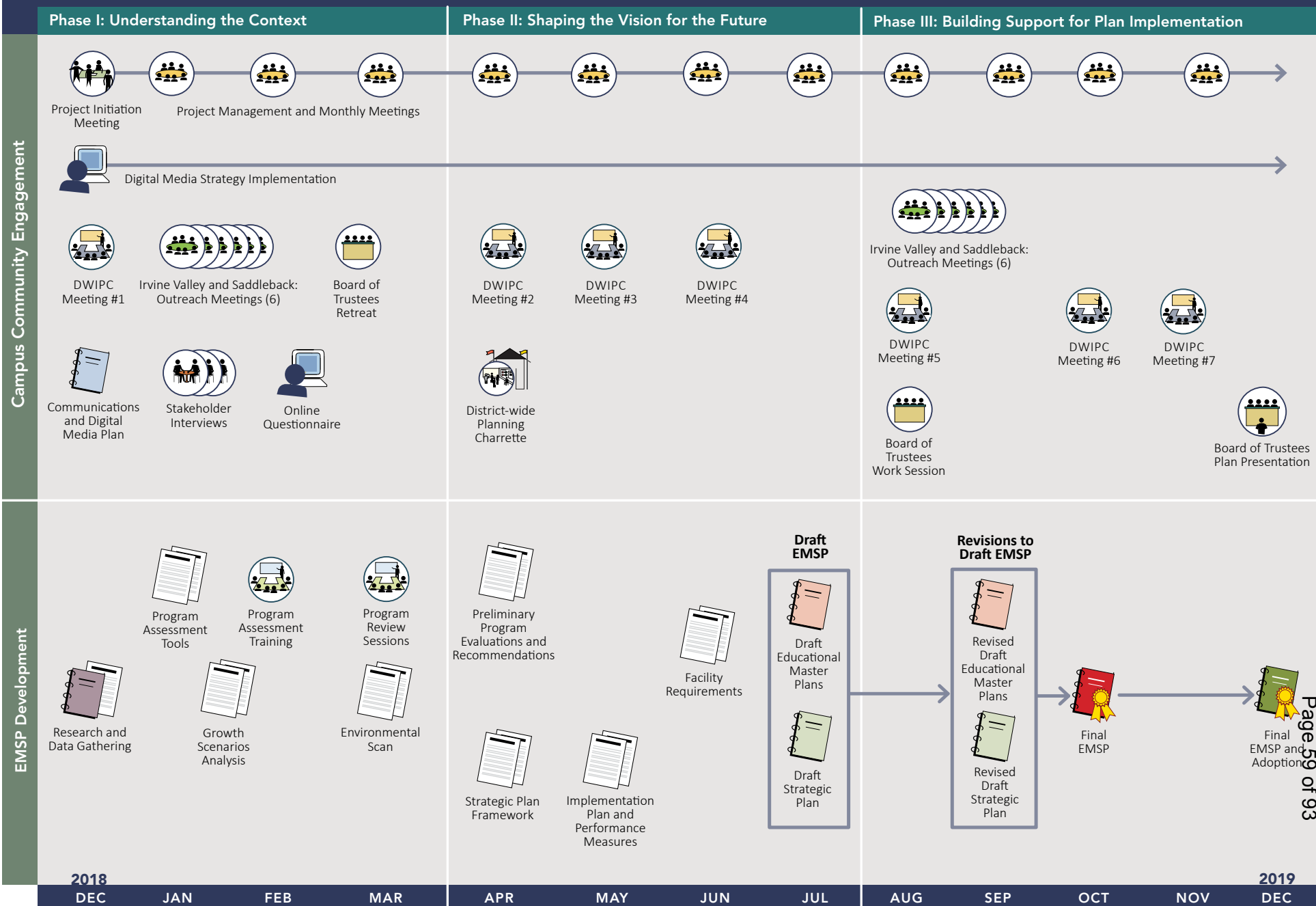
- » Our **local team**—based in Pasadena—will help us ensure that the planning process is efficient and that we can **effectively respond to rapidly changing project needs**.
- » **In depth knowledge of Orange County communities** from our extensive past project experience on over 100 projects in the County.

### MIG APPROACH

**MIG's approach to community-based educational planning emphasizes a realistic, iterative and action-oriented process**, starting with a thorough analysis of existing conditions and needs of the area. The Plan will be built on community consensus and partnerships and grounded in an understanding of the economic forces, opportunities and constraints that shape the community. Our approach will be built on a strong collaboration with the District and its representatives and the engagement of the larger community as part of the planning team.

The process diagram on the facing page outlines the **anticipated work plan and schedule** that we have proposed to create the EMSP. The 13-month process has three phases and describes how the MIG team will work with the campus community to conduct the planning process and balance the schedule with a quality participatory process.

## educational master and strategic plans (EMSP)







### Phase I: Understanding the Context

The first phase will **identify trends and issues** impacting the SOCCCD and **synthesize these findings into an Environmental Scan Report** that will inform and guide both the Educational Master Plans and the Strategic Plan. This analysis will determine **educational needs and priorities** as well as the **future educational niche of the District and both Irvine Valley and Saddleback Colleges**.

MIG will work interactively throughout the project with the SOCCCD's management team. To guide the planning process, **MIG recommends the formation of a planning committee representing the SOCCCD community**. As described in the RFQ&P, this crucial role will be played by the District-Wide Integrated Planning Council (DWIPC). **The DWIPC will participate in seven strategy sessions throughout the project, providing input, reviewing findings, and actively participating in plan development. All campus stakeholders will be encouraged to participate in the planning process through a variety of engaging activities.**

The engagement of the campus community will begin with the development of a **communications plan** to ensure that all stakeholders are reached. Concurrent with the campus community outreach, a **needs assessment process**, including growth scenarios analysis, will be undertaken, leading to development of an Environmental Scan Report. In addition, **educational program assessment tools** will be developed to evaluate programs, and District staff will be trained in conducting program evaluations.

**MIG will meet with all academic departments, programs, units, and institutional support in a series of three group sessions.**

### Phase I Deliverables

- » Project Initiation Meeting (1)
- » Project Management Team Meetings (3)
- » DWIPC Meeting (1)
- » Communications and Digital Media Plan
- » Stakeholder Interviews (16)
- » Campus Outreach Meetings (6)
- » Online Questionnaire
- » Growth Scenarios Analysis
- » Program Assessment – Tools, Orientation, and Training
- » Board of Trustees Retreat
- » Summaries and Handouts for Project Initiation Meeting, Project Management Monthly Meetings, DWIPC meetings, Stakeholder Interviews, Board of Trustees Retreat, Campus Outreach Workshops
- » Environmental Scan Report including:
  - Introduction and Background on the District
  - description, history, service area, local and regional context, state and national context
- » Internal and External Perceptions of the District and Colleges
- » Profile of the District Community Trends
- » Population Trends
- » Economic and Job Market Forecast
- » Educational Programs in the Community
- » Student Characteristics (by college and district-wide)
- » Enrollment Trends



**Phase II: Shaping the Vision for the Future**

The second phase will define a **clear path forward for the District** based on a **shared understanding** of where the District is today and where it wants to be in the future.

This will be achieved by conducting a series of interactive strategy sessions with the DWIPC. Following the District-Wide Planning Charrette held at the beginning of Phase II, MIG will develop the **Strategic Plan Framework**. The framework will identify the core values, vision, mission, and strategic goals that will guide the District for the next six years. In addition, tactics will be identified for each strategic goal as well as organizational approaches needed to implement the plan. The District-Wide Integrated Planning Council will review the Environmental Scan and refine the Strategic Plan Framework in a series of workshops. This framework will serve as a foundation for the EMSP. Also during Phase II, MIG will work with the DWIPC to develop the District-Wide Strategic Plan's **Prioritized Implementation Plan**. **User-friendly performance management tools will be developed to guide implementation.**

**For the Educational Master Plans, the MIG Team will develop Preliminary Program Evaluations and Recommendations** based on the questionnaires received from SOCCCD staff. This document will be reviewed by the DWIPC in a work session. Facility requirements will be identified by MIG and reviewed by the DWIPC. Finally, **draft documents will be developed for both the Strategic Plan and Educational Master Plans.**

These will be reviewed by the SOCCCD Project Management Team. Based on comments received, the MIG Team will prepare the draft versions for public review in Phase III.

**Phase II Deliverables**

- » District-Wide Planning Charrette
- » Project Management Team Meetings (4)
- » DWIPC Meetings (3)
- » Strategic Plan Framework
  - » Mission, Vision and Values
- » Implementation Plan & Performance Measures
- » Program Evaluations & Recommendations
  - » Educational Programs and Student Support Services
    - » Needs identification by college and district-wide
  - » Analysis of Individual Academic and Institutional Support Programs
- » Impact of State-Wide Initiatives from the Community College Chancellor's Office
- » SWOT and Gap Analysis
- » Lessons Learned from Data Relevant to Educational Planning
- » Information Input for Facility and Technology Master Plans (Headcounts, WSCH, FTES, ASF, etc.)
- » Draft EMSP
  - » Draft Educational Master Plans
  - » Draft Strategic Plan
- » Review Timelines for Draft EMSP



### Phase III – Building Support for Plan Implementation

In the final phase of the project, **MIG will build support for plan implementation through careful, inclusive review of the draft plans and by making refinements that build support.** The draft versions of the Strategic Plan and Educational Master Plans will be reviewed by staff, the DWIPC, the community and the Board of Trustees. Community review opportunities will include three College Outreach Meetings on each campus, as well as community input via the District's website. Finally, the Draft Plans will be reviewed by the Board of Trustees in a work session. In the third iteration, consolidated comments from the Draft Plan review will be used to prepare the Final Educational Master and Strategic Plan. The EMSP will be presented for adoption by the Board of Trustees in December 2019.

#### Phase III Deliverables

- » Project Management Team Meetings (4)
- » DWIPC Meetings (4)
- » Campus Outreach Meetings (6)
- » Board of Trustees Work Session
- » Executive Summary of the EMSP
- » Overview of the Educational Planning Process
- » Revised Draft EMSP
  - » Revised Draft Educational Master Plan(s)
  - » Revised Draft Strategic Plan
- » Final Educational Master & Strategic Plans
- » Board of Trustees Presentation & EMSP Adoption

### USING DATA TO DIRECT GROWTH

**Our plans are data-driven.** For example, MIG used data from the Chabot-Las Positas Community College District, the U.S Census Bureau and GIS data from the Community College GIS Collaborative to assess the competitive positions of both Chabot and Las Positas Community College relative to other nearby community colleges. Through this GIS analysis, MIG was able to determine the top cities served by the two colleges based on enrollment, including several municipalities outside of their state-prescribed service area. MIG also projected demographic and jobs trends to assess future educational demand and likely program needs.

### WORKING WITH THE FACILITIES AND TECHNOLOGY MASTER PLANNERS

**Our work with our clients and campus communities is deeply collaborative.** This collaborative approach extends to other planning consultants engaged in related projects for a college, such as facilities and technology master plans, where our support and input will be needed to facilitate their work. Our first step is to **open a dialogue about their respective project needs** and to then **facilitate their access to information** generated by the EMSP planning process to carry out their work.

### IDENTIFYING COMPONENTS NOT PROVIDED

The MIG Team will provide all elements as described in the RFQ&P "Scope of Services."

## QUALITATIVE AND QUANTITATIVE DATA ELEMENTS

**MIG has extensive experience in navigating the tradeoffs between qualitative and quantitative data.** Developing the optimal EMSP will be an exercise in **setting priorities and developing community understanding and support for the plan direction.**

The data elements that will be used in developing the District's Educational and Strategic Master Plans are listed below.

### Service Area Demographics

- » Ethnicity, Age, Income, Household Size, Educational Attainment, Language, Employment, K-12 Graduation, Growth Projections.

### District Economic Data

- » Employment Sectors, Jobs Allocation, Jobs Growth, Main Employers, Employer Growth Projections, Employment Location

### Trends Data

- » Lifestyle, Economic, and Educational

### Other Local Educational Providers

- » Competitors, Partners, Distance Education Offerings

### SOCCCD Student Data/Information

- » Student Success and Retention Rates, Student Goals (transfer, vocational, etc.), Student Achievement Rates,
- » Enrollment Trends
- » Student Demographics, Student Survey, Faculty/Staff Demographics
- » K-12 Graduation Proficiency, Students Origination (in District, K-12, Business),
- » First Generation Information

### Program Information

- » Active Programs, Program Assessments/ Reports
- » Approved Programs, Signature Programs

### Facilities

- » Approved CIP, Planned Capital Projects
- » Efficiency, Schedules/Utilization
- » Bond Projects Overlay

*\*Qualitative Data from the Community Engagement Process Will Be Collected and Integrated With the Quantitative Data to Develop the EMSP.*



## ASSURING PARTICIPATION FOR ALL COLLEGE CONSTITUENCIES

MIG will use a variety of strategies to ensure appropriate participation from the broader SOCCCD community. Our goal is to foster meaningful dialogue and widespread community participation to increase public confidence in the final products that emerge from the planning process. We have substantial experience providing inclusive community engagement, involving people of color, people with disabilities, and people from diverse backgrounds and incomes. MIG provides a bench of trained and experienced facilitators who can effectively engage stakeholders from diverse cultures, including those with limited English proficiency. Our experience with diverse communities is extensive, broad, deep, and characterized by humility, respect and listening. We will:

- » **Identify all District stakeholders/constituency groups and develop outreach/communication methods and tactics** appropriate for each.
- » **Utilize existing communication channels** (e.g., District website and Facebook page.).
- » **Provide information about the project at key milestones** to maintain interest.
- » **Provide online questionnaires** that can be easily accessed on all devices.
- » Prepare and facilitate a series of **outreach activities** including **one-on-one interviews and leadership meetings** with key stakeholders, **campus outreach meetings** on both campuses, and a **planning charrette with the larger campus community**.

- » **Offer meeting participants a variety of methods for providing input** that fits their comfort level (e.g., small breakout groups, comment cards, display stations, etc.)
- » **Use graphic notetaking** on large wall-sized paper sheets enabling meeting attendees to “see” the discussion in real time and to encourage interaction and group consensus.
- » **Provide written summaries** of meetings that document all points of view.
- » **Maintain transparency** that links developing EMSP content with participant input.

We look forward to learning more about this important project. If you have any questions, please contact me at **510-845-7549** or by email at **danieli@migcom.com**. I am authorized to represent MIG in contract negotiations and to commit MIG to the terms of the proposal. Our proposal is a firm and irrevocable offer, good for 180 days. We are willing to perform the services as described in the RFQ&P. Our proposed staff are committed for the duration of this project, and we have all required resources to perform services and provide deliverables within specified time frames. Our proposal includes all forms, certificates, and compliance requirements included in the RFQ&P.

Sincerely,

Daniel S. Iacofano, Ph.D., FAICP, FASLA  
President and Chief Executive Officer  
510-845-7549 | danieli@migcom.com

**PROPOSAL FORM B**  
**PERSONNEL AND STAFFING RESOURCES (8 PAGES)**

Submit resumes for each team member including sub-consultants proposed to provide service to SOCCCD including specific qualifications and recent related experience providing similar services. **List the proposed staff's current and anticipated availability during the contract period.** Include the following data and any other relevant information for the District to evaluate:

1. Provide total number of professional staff currently employed by the firm.
2. Resumes should include the Project Executive or person(s) providing oversight of the project team, if applicable.
3. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person/s, and how many years of experience with a focus on community college district qualifications relative to district/campus educational master or long-range educational planning and the proposed role. If the Proposer is chosen as a finalist, the proposed individual/s must attend the interview and in-person presentation.
4. Indicate whether or not individual is currently a direct employee of the firm. If a direct employee, indicate how many years with the firm.
5. Provide brief biographies, education, training, professional certifications, and work experience history of individual/s that will be working directly with the District, highlighting the skills identified with their tasks.
6. Link each named person with the specific tasks, responsibilities, and deliverables.
7. If more than one person is named as a candidate for a specific role, include above information for all listed persons.



**B. PERSONNEL AND STAFFING RESOURCES**

**We are proud to present an experienced and deeply motivated team for the South Orange County Community College District Educational Master and Strategic Plans.** Our team members have been selected for their strong expertise in their fields of work as well as for their passion for this project. Our team organization is illustrated on page B.3. This chart outlines the overall MIG Team structure and how the consultant team will interact with District staff. It also illustrates key task responsibilities by person.

**Principal-in-Charge Daniel Iacofano, Ph.D., FAICP, FASLA,** will provide overall direction for the project. Daniel Iacofano is a founding principal of MIG with over 35 years of planning and design experience. He has led many higher education planning and design efforts

for community colleges and universities nationally and in California. Dr. Iacofano will contribute innovative and effective strategies, ensure the appropriate resources are available at the right time, and ensure that all work products are of high quality. Daniel will serve as primary facilitator and will work with Project Manager Mark Sillings to lead the team in the development of the EMSP.

Daniel has combined his campus planning, design and strategic and organizational planning expertise with interactive facilitation techniques to assist clients in working together to articulate goals, strategies and actions for the future. He has worked with clients across the U.S., including numerous educational institutions such as the California Community College System; federal, state, county and



municipal agencies; boards, councils and commissions; organizations and private sector clients. His work helps clients to develop plans for education, environmental and health initiatives, transportation, land use, economic revitalization, corporate operations and agency organizational change. With a focus on higher education planning and design, Daniel has managed a wide range of planning studies for higher education institutions addressing issues related to strategic planning, educational master planning, facility planning, land use, growth strategies, urban development, economic development and revitalization.

**Project Manager Mark Sillings** brings more than 25 years of experience and a wealth of knowledge from his work with community colleges and other educational and public institutions. He brings substantial expertise in strategic planning and organizational planning to his work with clients in shaping organizational goals and priorities, identifying desired changes, and developing strategies for achieving long-term goals. As a project manager, Mark is responsive, personable and exacting, ensuring that everyone on a project works efficiently together. He is experienced at developing and managing budgets and ensures that his team adheres to deadlines, while remaining adaptable as project needs evolve.

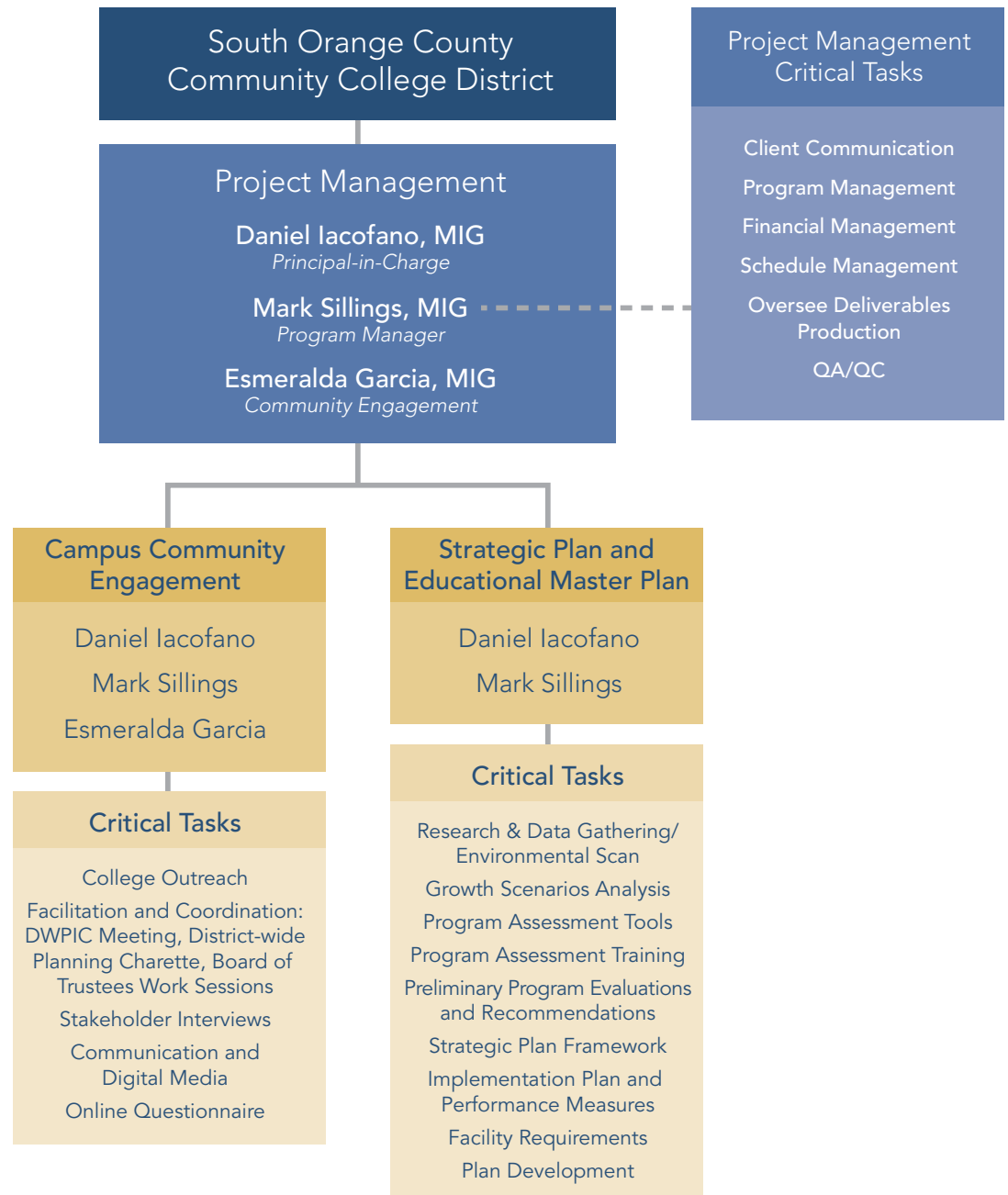
Mark has served as the project manager for the development of many strategic plans in Los Angeles and Orange Counties. He has also served as project manager and planner for several higher education plans, including

Cerritos College Educational Master Plan, Pasadena Area Community College District Educational Master Plan and Vision 2020, and the Chabot-Las Positas Community College District Educational Master Plan and Districtwide Strategic Plan.

### **Community Engagement Specialist**

**Esmeralda Garcia** will ensure that the District's diverse community members and stakeholders are actively engaged in the project. A Principal at MIG with over 18 years of experience at the firm, Esmeralda is widely recognized for her ability to reach and connect with communities of diverse backgrounds and cultures—many of whom are underserved and often go unheard. She combines her extensive experience in facilitation and strategic planning with her broad knowledge of planning and communications to bring people together to identify and resolve problems. With her fluency in Spanish and English, Esmeralda is uniquely positioned to articulate challenges, opportunities, and goals to both clients and constituents. She recently applied her facilitative leadership skills to engage stakeholders in the development of the Cerritos Community College Educational Master Plan.

The **resumes** that follow detail our team members' titles, education, work experience, relevant projects, and years at MIG. All staff are direct employees of MIG. The proposed staff are committed for the duration of the project, and their current workload will not impact their availability to successfully complete this assignment.

**TEAM ORGANIZATION CHART**



**AREAS OF EXPERTISE**

- » Campus Planning and Design
- » Urban Design
- » Community Engagement

**EDUCATION**

- » PhD, Environmental Planning, University of California, Berkeley
- » Masters of Science, Environmental Psychology, University of Surrey, England
- » Bachelor of Urban Planning, Summa Cum Laude, University of Cincinnati

**Daniel Iacofano, Ph.D., FAICP, FASLA****PRINCIPAL-IN-CHARGE**

Daniel Iacofano is internationally recognized as an innovator and thought leader in campus planning, strategic planning, organizational development, facilitation, and consensus building. His career is as multifaceted as the fields he pursues and the firm he helped co-found. From policy- and place-making to systems and structures, Daniel has worked with hundreds of educational institutions, communities and organizations around the world to help them think strategically and critically about achieving desired change. His comfort with complexity and his dexterity with details enables him to guide clients through the process of evaluation, decision-making and implementation.

Daniel has over 35 years of experience in campus planning and design. He has worked with clients across the U.S.—including the California Community College System—to develop over 50 strategic plans for education, environmental and health initiatives, transportation, land use, economic revitalization, corporate operations and agency organizational change. With a focus on higher education planning and design, Daniel has managed a wide range of planning studies for higher education institutions, addressing issues related to strategic planning, educational master planning, facility planning, land use, growth strategies, urban development, economic development and revitalization.

**RELEVANT EXPERIENCE**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>» Chabot-Las Positas Community College District, EMP, SP, and FMP, Dublin, CA</li> <li>» Solano Community College District EMP, Solano County, CA</li> <li>» Colorado Mountain College SP, Glenwood Springs, CO</li> <li>» California Community College System SP, Statewide, CA</li> </ul> | <ul style="list-style-type: none"> <li>» University of California - San Francisco Long Range Development Plan, San Francisco, CA</li> <li>» Los Rios Community College District SP, Sacramento, CA</li> <li>» San Mateo Community College District SP, San Mateo County, CA</li> <li>» California State University Systemwide Library Strategic Plan, Statewide, CA</li> </ul> |
|--|--|

**AREAS OF EXPERTISE**

- » Strategic Planning
- » Organizational Development
- » Project Management
- » Community Engagement
- » Campus Planning

**EDUCATION**

- » Master of Business Administration, Boston University, Boston, MA
- » Bachelor of Arts, History, University of Chicago, Chicago, IL

**Mark Sillings****PROJECT MANAGER**

Mark Sillings uses project management, group facilitation, research, and communication skills to ensure the successful implementation of complex, multi-year projects and planning processes. His work includes higher education, community planning, and environmental planning. He brings substantial expertise in strategic planning and organizational development to his work with clients in shaping organizational goals and priorities, identifying desired changes, and developing strategies for achieving long-term goals.

Mark has over 25 years of experience in public agency planning and management consulting, including over 15 years as a Project Manager with MIG. Mark has served as the project manager for the development of many strategic plans in Los Angeles and Orange Counties. He has also served as project manager and planner for several higher education plans.

**RELEVANT EXPERIENCE**

- |  |   |
|--|---|
| <ul style="list-style-type: none"> <li>» Cerritos College EMP, Cerritos, CA</li> <li>» Chabot-Las Positas Community College District College's EMP and District-Wide SP, Dublin, CA</li> <li>» Pasadena Area Community College District EMP, Pasadena, CA</li> <li>» Los Angeles Public Library SP, Los Angeles, CA</li> <li>» County of Los Angeles Public Library SP, Los Angeles County, CA</li> <li>» Los Angeles County Department of Regional Planning, Los Angeles, CA</li> </ul> | <ul style="list-style-type: none"> <li>» Orange County Harbors, Beaches and Parks SP, Orange County, CA</li> <li>» Los Angeles County Department of Public Health, Substance Abuse Prevention and Control SP, Los Angeles County, CA</li> <li>» Orange County Transportation Authority SP, Orange County, CA</li> <li>» Los Angeles County Department of Public Works SP, Los Angeles County, CA</li> </ul> |
|--|---|

**AREAS OF EXPERTISE**

- » Campus Planning and Design
- » Urban Design
- » Community Engagement

**EDUCATION**

- » Bachelor of Arts, Art History, California State University, Los Angeles, 1993

**Esmeralda García****COMMUNITY ENGAGEMENT SPECIALIST**

As Director of Operations for MIG's Pasadena office, Esmeralda García is a Principal with over 18 years experience at MIG. Esmeralda is a strategic planning and public outreach expert whose projects often tackle complex social and economic issues associated with education, public services, infrastructure, transportation, housing, and urban planning and design. Esmeralda is widely recognized for her ability to reach and connect with communities of diverse backgrounds and cultures—many of whom are underserved and often go unheard. She combines her extensive experience in facilitation and strategic planning with her broad knowledge of planning and communications to bring people together to identify and resolve problems. With her fluency in Spanish and English, Esmeralda is uniquely positioned to articulate challenges, opportunities, and goals for both clients and constituents.

**RELEVANT EXPERIENCE**

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>» Cerritos Community College EMP, Cerritos, CA</li> <li>» Los Angeles County Metropolitan Transportation Agency (MTA) I-710 Major Corridor Study and Corridor Project EIR/EIS, Los Angeles County, CA</li> <li>» Whittier General Plan Update, Whittier, CA</li> <li>» South Lake Business Improvement District Board Retreat, Pasadena, CA</li> <li>» Barrio Logan Community Plan Update, San Diego, CA</li> <li>» Jacobs Center for Neighborhood Innovations Market Creek Village Center Project, San Diego, CA</li> </ul> | <ul style="list-style-type: none"> <li>» Rialto Downtown Vision and Strategic Plan, Rialto, CA</li> <li>» County of San Bernardino General Plan, San Bernardino County, CA</li> <li>» West Hollywood Vision and Strategic Plan, West Hollywood, CA</li> <li>» City of Riverside Vision and General Plan Update, Riverside, CA</li> <li>» Ventura Creative Cities Charrette, Ventura, CA</li> <li>» Azusa General Plan Update Visioning and Public Outreach Program, Azusa, California</li> </ul> |
|---|--|

**PROPOSAL FORM C**  
**RELATED EXPERIENCE AND METHODOLOGY (6 PAGES)**

1. Describe how the firm will provide services and fulfill the requirements and expectations of the District.
2. Based on the RFQ&P scope, clearly specify any work that would be considered additional services.
3. Identify any special services typically provided by the firm and how those services are billed.
4. Indicate the firm's proximity to the District and availability to accomplish the work.
5. List projects in chronological order in which team members were involved. Indicate whether project was completed by firm or by a team member when employed by another firm.
6. Submit complete examples of similar Educational Master and Strategic Plans.

**C. RELATED EXPERIENCE AND METHODOLOGY****FULFILLING THE DISTRICT'S REQUIREMENTS & EXPECTATIONS**

**Effective project management requires strong facilitation, communication, management, and organizational skills.**

Daniel Iacofano, Principal-in-Charge, and Mark Sillings, Project Manager, are well regarded for providing strong interpersonal skills and for the ability to manage diverse expectations. They are known for bringing people of different backgrounds together to focus on the issue at hand while always keeping the big picture in mind.

**The management of this multi-faceted project will require vision, ingenuity, and wisdom, not just manpower.** MIG favors a highly interactive approach in which our project team works closely with client staff. We view projects as collaborative efforts that maximize the strengths and resources of all project team members.

**At project initiation, the MIG team will meet with the District's project team to:**

- » Confirm overall project expectations
- » Develop the work program, schedule, and deliverables
- » Establish protocol and clarification of roles and responsibilities for all those involved in the planning process
- » Identify key stakeholders
- » Discuss initial stakeholder engagement ideas
- » Confirm the structure for the planning process

**Close communication with the District and committees we develop will be critical to project success.** MIG's project management team will coordinate and facilitate regularly scheduled project management meetings. The meetings will be scheduled to coordinate with critical junctures in the planning process. Team meetings will provide a forum for coordinating community outreach activities and results, reviewing technical data, discussing policy issues, tracking project schedule, and monitoring overall project progress. These meetings will also provide an opportunity to review and refine draft documents and materials (such as agenda, handouts, presentations, and display exhibits).

**Timely Completion**

**Schedules are driven by a number of factors including politics, economics, and clarity of vision.** Each factor will play a key role in the current schedule for this project. Under MIG's management, any critical decisions or issues that could affect the project schedule will be identified as soon as they arise to assure that the project stays on schedule. Additionally, early schedule development and close coordination will provide safeguards and solutions to mitigate potential schedule challenges.

**Project scheduling will be coordinated with District staff and will illustrate the project on a task-by-task basis, making clear the project's critical path, key deadlines and checkpoints, as well as the responsibilities of each team member.** The tasks and results will be reviewed and updated on an as-needed



basis as the project progresses, using actual finish dates of activities to update the schedule and to establish available task float. Based on these reviews, we can be flexible in response to unexpected changes within the established work program and schedule.

### **Budget**

**MIG has real-time project budgeting and monitoring software to ensure budget allocations and expenditures are aligned and support project success.** Once the schedule and final budget have been set, the hours and costs by each team member will be generated each month and cumulatively for the monthly project invoice. This provides the basis for reviewing actual hours against estimated expenditures. In addition, MIG uses Deltek software to internally manage resources, track budgets, and ensure overall contractual compliance between tasks, schedules, and budgets.

### **Quality Control**

**Quality control begins with the assignment of qualified, dedicated staff to each project.** To ensure quality, MIG has created a Quality Control Process and Checklist that is implemented firm-wide. The checklists are separated by tasks and disciplines and can incorporate District standards. Regularly scheduled project team meetings are conducted to ensure work quality and the appropriate allocation of staff time and project resources. Prior to delivery to the client, all work is reviewed by the Principal-in-Charge using a comprehensive checklist.

### **ADDITIONAL SERVICES**

MIG has addressed all elements of the RFQ&P and scope in our preliminary proposal. **No tasks are identified as additional services.** Prior to developing the contract, MIG will develop a detailed scope of work for this project and review it with the District to ensure that all District needs have been met.

### **BILLING FOR SPECIAL SERVICES**

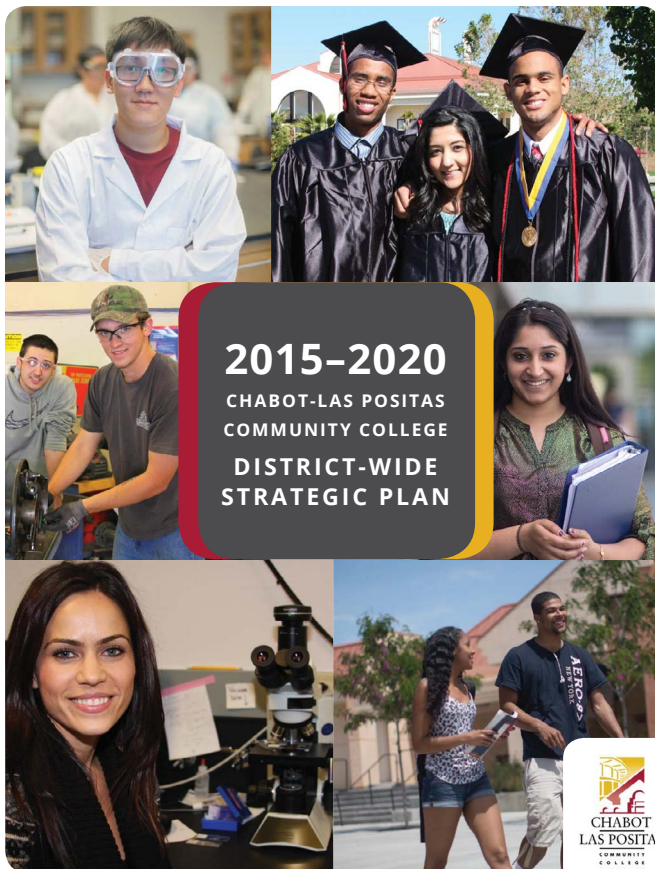
All cost estimates for services are based on estimated professional time and any direct costs associated with each task. **Fees for any additional services outside the negotiated scope of work will be calculated based on the hourly personnel rates per staff person plus any reimbursable expenses.**

Reimbursable expenses will be billed at cost plus 10%. These expenses include delivery charges and mailings; printing; wall graphic reductions; supplies and phone. The mileage charge for personal autos will be the currently applicable mileage rate established by the Internal Revenue Service. All other travel expenses, such as airfare, meals, parking, tolls, etc., will be charged at cost plus 10%.



## MIG'S PROXIMITY AND AVAILABILITY

MIG project staff, including the Project Manager and Community Engagement Specialist, are located in our Pasadena office. They will be readily available to respond to all project needs. **Our staff is committed for the duration of the project.**



## MIG PROJECT EXPERIENCE

Below is a list of selected relevant projects in chronological order. MIG team members who worked on each project are identified. All projects were completed while employed by MIG.

### 2017

Cerritos Community College Educational Master Plan, Cerritos, CA - **Daniel Iacofano, Mark Sillings, Esmeralda Garcia**

Regis University Northwest Campus Update, Denver, CO (ongoing) - **Daniel Iacofano**

### 2016

Kansas State University Food Distribution Charrette, Manhattan, KS - **Daniel Iacofano**

Regis University Planning Charrette, Denver, CO - **Daniel Iacofano**

University of California – Davis Long Range Development Plan, Davis, CA - **Daniel Iacofano**

### 2015

Chabot-Las Positas Community College District College's Educational Master Plans and District-Wide Strategic Plan, Dublin, CA - **Daniel Iacofano, Mark Sillings**

**2014**

Colorado Mountain College Strategic Planning Services, Glenwood Springs, CO - **Daniel Iacofano**

Lake Tahoe Community College Visioning Session, Lake Tahoe, CA - **Daniel Iacofano**

**2013**

Solano Community College Facility Master Plan Update, Solano, CA - **Daniel Iacofano**

**2012**

Solano Community College Educational Master Plan, Solano, CA - **Daniel Iacofano**

University of California - Santa Barbara Multiversity/One University Concept Charette, Santa Barbara, CA - **Daniel Iacofano**

**2011**

Pasadena Area Community College District Educational Master Plan Vision 2020, Pasadena, California - **Daniel Iacofano, Mark Sillings, Esmeralda Garcia**

University of Texas Faculty Workshop, Austin, Texas - **Daniel Iacofano**

**2010**

College of Western Idaho Facilities Master Plan, Nampa, Idaho - **Daniel Iacofano**

Riverside City College Strategic Plan Community Brochure, Riverside, California - **Daniel Iacofano**

University of Wyoming Long Range Development Plan, Laramie, Wyoming - **Daniel Iacofano**

**2009**

Sierra College Scoping Session, Rocklin, California - **Daniel Iacofano**

**2008**

California Community Colleges Implementation Oversight, Sacramento, CA - **Daniel Iacofano**

California Community Colleges System Strategic Plan, Sacramento, CA - **Daniel Iacofano**

Riverside City College Strategic Plan, Riverside, CA - **Daniel Iacofano**

Solano Community College Education Master Plan, Solano, CA - **Daniel Iacofano**

Yuba College Strategic Planning Retreat, Marysville, CA - **Daniel Iacofano**

Woodland Community College Retreat, Sacramento, CA - **Daniel Iacofano**

**2007**

Coeur d'Alene Education Corridor Master Plan, Coeur d'Alene, ID - **Daniel Iacofano**

**2006**

California Community Colleges System Strategic Plan, Sacramento, CA - **Daniel Iacofano**

Peralta Community College District Strategic Plan, Oakland, CA - **Daniel Iacofano**

Mills College Senior Officers Retreat, Oakland, CA - **Daniel Iacofano**



University of California - Berkeley  
Department of Architecture Planning Retreat,  
Berkeley, CA - **Daniel Iacofano**

University of California - Berkeley, "Interactive  
University", Berkeley, CA - **Daniel Iacofano**

## 2005

University of California Riverside Long Range  
Development Plan, Riverside, CA -  
**Daniel Iacofano**

California State University Libraries Systemwide  
Strategic Plan, Statewide, CA - **Daniel Iacofano**

California State University Monterey Bay  
Campus Master Plan and Design Guidelines,  
Monterey Bay, CA - **Daniel Iacofano**

Folsom Lake College Strategic Plan,  
Folsom, CA - **Daniel Iacofano**

Los Rios Community College District Strategic  
Plan, Sacramento, CA - **Daniel Iacofano**

Peralta College Strategic Plan Phase 2,  
Oakland, CA - **Daniel Iacofano**

Bastyr University Master Plan, Kenmore, WA -  
**Daniel Iacofano**

## 2004

California Community Colleges Meetings,  
Sacramento, CA - **Daniel Iacofano**

City College Strategic Planning Study Session,  
Sacramento, CA - **Daniel Iacofano**

San Jose State University Feasibility Study,  
San Jose, CA - **Daniel Iacofano**

University of California at San Francisco Long  
Range Development Plan, San Francisco, CA -  
**Daniel Iacofano**

## 2003

Alan Hancock College Technology Plan,  
Santa Maria, CA - **Daniel Iacofano**

Spokane University District Workshops,  
Spokane, WA - **Daniel Iacofano**

Spokane University District Design Charette/  
Workshop, Spokane, WA - **Daniel Iacofano**

West Los Angeles College Educational  
Master Plan-Facility Plan-Technology Plan,  
Culver City, CA - **Daniel Iacofano**

## 2002

University of California at San Francisco Design  
Guidelines for Science Research Laboratories,  
San Francisco, CA - **Daniel Iacofano**

## 2001

Allan Hancock College Consultation,  
Santa Maria, CA - **Daniel Iacofano**

Allan Hancock College Strategic Planning  
Retreat, Santa Maria, CA - **Daniel Iacofano**

Alan Hancock College Transfer Summit,  
Santa Maria, CA - **Daniel Iacofano**

City College of San Francisco Strategic  
Planning Process, San Francisco, CA -  
**Daniel Iacofano**

California Community College Chancellors  
Office, Sacramento, CA - **Daniel Iacofano**

Colorado College Seminar,  
Colorado Springs, CO - **Daniel Iacofano**

Cosumnes River College Implementation,  
Sacramento, CA - **Daniel Iacofano**



East LA College Satellite Study,  
Los Angeles, CA - **Daniel Iacofano**

LA Community College Off-Campus Study,  
Los Angeles, CA - **Daniel Iacofano**

Los Rios Community College District Strategic  
Plan, Sacramento, CA - **Daniel Iacofano**

Samuel Merritt College-Student Services,  
Oakland, CA - **Daniel Iacofano**

University of California – Santa Cruz Colleges 9  
& 10 Facilitation, Santa Cruz, CA -  
**Daniel Iacofano**

University Extension Deans' Retreat,  
Irvine, CA - **Daniel Iacofano**

University of California Santa Cruz University  
Club, Santa Cruz, CA - **Daniel Iacofano**

University of California Berkeley College  
of Environment Design Board Retreat,  
Berkeley, CA - **Daniel Iacofano**

San Mateo County Community College  
District Educational and Facility Master Plan,  
San Mateo, CA - **Daniel Iacofano**

## 2000

College of Marin Indian Valley Campus,  
Marin County, CA - **Daniel Iacofano**

Cosumnes River College, Sacramento, CA -  
**Daniel Iacofano**

Georgia Institute of Technology Wayfinding  
Master Plan, Atlanta, GA - **Daniel Iacofano**

Mission College Conceptual Master Plan,  
Los Angeles, CA - **Daniel Iacofano**

Skyline College Master Plan Revision,  
San Mateo, CA - **Daniel Iacofano**

University of Idaho Long Range Development  
Plan, Moscow, ID - **Daniel Iacofano**

## MIG WORK SAMPLES

### Chabot Las Positas CCD Districtwide Strategic Plan

[Hyperlink](#)

### Chabot College EMP

[Hyperlink](#)

### Las Positas College EMP

[Hyperlink](#)

### Colorado Mountain College Districtwide Strategic Plan

[Hyperlink](#)

## PROPOSAL FORM D

### FEE AND RATE PROPOSAL (2 PAGES)

The proposed fee schedule shall include fully burdened hourly rates for each title/individual proposed for the work. It is the proposer's responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit a not-to-exceed fee accordingly using the form below.

1. The Fee Proposal shall include all costs to complete the scope of work including working with the FMP and TMP consultants to develop those master plans.
2. Please indicate the title of each team member to be assigned to this project, along with the billable hourly rate 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. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Extended Cost
Principal-in-Charge	\$ 325	155	\$ 50,375
Project Manager	145	580	84,100
Community Engagement	195	184	35,880
Associate	110	557	61,270
Administration	90	20	1,800

3. **Other Costs:** Please indicate below any costs not specified above, and list any applicable reimbursable and their respective unit costs:

Direct Costs - \$4350

Specifics are available in "Billing for Special Services" section on page C.2

4. **TOTAL PROPOSAL FEE NOT TO EXCEED:** \$ 237,775  
(Including all billable hours, costs and deliverables)

**PROPOSAL FORM E**  
**GENERAL TERMS AND CONDITIONS (2 PAGES)**

**Offer Held Firm:** The Proposer agrees that it will not withdraw its offer for a period of *one hundred eighty (180)* calendar days from the opening date.

**Right to Reject:** The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

**Bidder Certification:** The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

**Execution of a Contract:** If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements immediately upon receipt of written notice of acceptance of the Proposal by the District.

**Assumption of Contract:** The Proposer agrees to assume operations under the contract after the Board approval of contract and within ten (10) calendar days following the District's notification to proceed.

**Exceptions to Specifications:** In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFQ&P document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the RFQ&P submittal which is to be titled "Exceptions."

**Conflicts of Interest:** All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is an employee of the South Orange County Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

**Required Submittals:** The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

**District's Right to Award:** The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

**Legally Binding** it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

**Litigation History** list all related litigation in the last five (5) years filed by either an owner, owner's consultant, or contractor, against the firm.

SUBMITTED BY:

Company Name: Moore Iacofano Goltsman, Inc.

Contact Person: Daniel Iacofano

Address: 800 Hearst Avenue

City: Berkeley State: CA Zip: 94710

Phone Number: (510) 845-7549 Fax: (510) 845-8750

Email: danieli@migcom.com

By: Signature (Manual)

  
Daniel Iacofano

By: Signature (Typed or Printed)

## PROPOSAL FORM F

### REFERENCES (4 PAGES)

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. List all four-year higher education and community college districts that you or your firm has contracted with in the last five (5) years. Include the name of the institution or district, contact person, email address and phone number of individuals who can evaluate work that has been completed by the consultant(s)/firm/team member(s) in the past five (5) years. The District has prioritized collegiality and collaboration, and assessing how consultant(s) will function within that culture will be a critical evaluation component.

### REFERENCES

Name of Entity: Chabot-Las Positas Community College District

Contact Person: Jannett Jackson, Chancellor

Address: 7600 Dublin Blvd., 3rd Floor

City: Dublin State: CA Zip: 94568

Phone Number: 925-485-5206 Fax: 925-485-52656

Email: jjackson@clpccd.org

Dates of Services: From: 2014 To: current

Types of Services Provided: educational master plan, facility master plan,  
district-wide strategic plan

In 2014, MIG led an ambitious effort to concurrently develop a District-wide Strategic Plan for Chabot-Las Positas Community College District along with updated Education Master Plans for Chabot College and Las Positas College with extensive involvement of the campus community. The District-wide Strategic Plan provides operational guidance, identifies important trends, provides clear goals and action items, identifies measurable outcomes, and lays out a framework for monitoring and assessing progress. The Educational Master Plans articulate each institution's goals and strategies for advancing the college's mission. MIG is currently completing the District's Facility Master Plan. These plans will guide the college in strengthening student achievement, planning for current and future staffing needs, transforming facilities and infrastructure, and allocating resources.



## REFERENCES

Name of Entity: Colorado Mountain College

Contact Person: Brad Tyndall, Former Senior Vice President of Academic Affairs  
Current President, Central Wyoming College

Address: 802 Grand Avenue

City: Glenwood Springs State: CO Zip: 81601

Phone Number: 307-855-2101 Fax: 307-855-2095

Email: btyndall@cwcc.edu

Dates of Services: From: 2013 To: 2014

Types of Services Provided: District-wide Strategic Plan

Colorado Mountain College is a multi-faceted institution serving over 20,000 continuing education, two-year degree, and four-year degree students at eleven locations across nine counties in the mountains of western Colorado. The strategic planning process designed by MIG modeled the transition from a top-down approach toward a more collaborative relationship between CMC campuses and central services. Throughout the process, MIG used face-to-face interactions and online tools to break down the distance, both physical and cultural, between the College's campuses as part of the extensive community engagement process. The final plan was carefully aligned with the budget process to ensure that resources for implementation were allocated. It also included a system for tracking implementation and for reporting progress.

**REFERENCES**

Name of Entity: Solano Community College District

Contact Person: Dr. Jowel Laguerre, Former President,  
Current Chancellor - Peralta CCD

Address: 360 Campus Lane, Suite 201

City: Fairfield State: CA Zip: 94534

Phone Number: 510-466-7231 Fax: 510-268-0604

Email: jlaguerre@peralta.edu

Dates of Services: From: 2011 To: 2013

Types of Services Provided: Educational Master Plan & Facility Master Plan

MIG developed an Educational Master Plan to help the College understand program and facility needs for the next 20 years. The plan was developed with extensive involvement of the campus community, including faculty, staff, students, community members and businesses. The Educational Master Plan included a detailed environmental scan of the county population, educational providers and the various business sectors, as well as projections of growth and trends. The final recommendations indicated potential niche markets and untapped program areas. Results indicated strong growth, particularly surrounding the Highway 80 corridor, and the possibility of niche business opportunities in the areas of biotechnology and health care. The Plan also identified the type of facilities that would be required to meet the College's expanding needs.





## REFERENCES

Name of Entity: University of California - San Francisco

Contact Person: Kevin Beauchamp, Director of Physical Planning

Address: 654 Minnesota Street, Room 241

City: San Francisco State: CA Zip: 94143

Phone Number: 415-476-4238 Fax: None

Email: Kevin.Beauchamp@ucsf.edu

Dates of Services: From: 1996 To: present

Types of Services Provided: planning; strategic planning

MIG has provided strategic planning and consensus-building services for the University of California, San Francisco (UCSF) since 1996, involving stakeholders and providing high level strategic guidance. This has included developing two Long Range Development Plans (LRDPs) that translate academic program needs into future physical planning needs and requirements. MIG also created a process to document community goals and objectives to guide the expansion of the existing campus and the development of a new major campus, and assisted the campus community in evaluating development alternatives. MIG facilitated community meetings and workshops held in connection with the LRDP and EIR, producing a range of public information. MIG has also assisted in a variety of planning for sites, programs, and expansions of the hospital and clinics, including helping the University address impacts on surrounding neighborhoods.

**PROPOSAL FORM G**  
**ADDENDA ACKNOWLEDGEMENT**

**Addenda:** Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # 01                      Date Received: 08/08/2018

Addendum # 02                      Date Received: 08/17/2018

Addendum #                                 Date Received:                                   

Addendum #                                 Date Received:                                   

Addendum #                                 Date Received:                                   

Addendum #                                 Date Received:                                   

Addendum #                                 Date Received:                                   

Addendum #                                 Date Received:                                   

Addendum #                                 Date Received:

## APPENDIX A

### Non-Collusion Declaration

## NONCOLLUSION DECLARATION TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL

State of California )  
 ) ss.

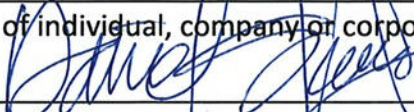
County of Alameda)

DANIEL IACOFANO, being first duly sworn, deposes and says that he or ~~she~~ is Chief Executive Officer of MOORE, IACOFANO, GOLDSMAN, LLC, the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company, association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct and is executed this 20 day of August, 2018.

DAVID LACOFANO

Name of individual, company or corporation

By: 

Title: CEO

Address: 800 HEARST AVE  
BERKELEY CA 94710

City State Zip Code

\* See Attached for the Purpose Certificate of Acknowledgment Dated 8/20/2010.

# California All-Purpose Certificate of Acknowledgment

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

County of Alameda

S.S.

On August 20, 2018 before me, NARESHKUMAR BHAKTA (Notary Public)

(Name of Notary Public - Fill In)

personally appeared Daniel Iacofano

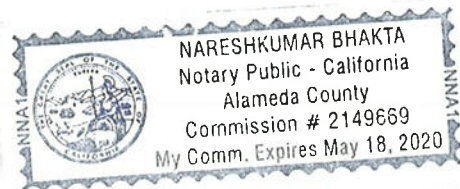
(Name of Signer (1))

(Name of Signer (2))

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.



Seal

Signature of Notary Public

## OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

## Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Annex A - Causal-Prevention South Ocean Community Center containing 32 pages, and dated 8-20-2018

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-fact  
☒ Corporate Officer(s)

CEO

Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other:

representing:

M.G. Inc.

(Name of Person(s) Entity(ies) Signer is Representing)

## Additional Information

### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 11 Entry # 2

Notary contact: 510-548-4680

Other

☐ Additional Signer ☒ Signer(s) Thumbprints(s)

☐



**APPENDIX B**  
**Equal Opportunity Affirmative Action Statement****SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT**

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section

12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this 20 day of August, 2018.

DANIEL S. IACOFANO

Name of individual, company or corporation

By: [Signature]

Title: CEO

Address: 800 HEARST AVE.

BERKELEY CA

City

State

94710

Zip Code

(Corporate Seal)



**APPENDIX C**  
**Firm's Certificate Regarding Worker's Compensation**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

DANIEL S. IACOFANO  
Name of individual, company or corporation

By: 

Title: CEO

Address: 800 HEARST AVE

BERKELEY CA 94710  
City State Zip Code

(Corporate Seal)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## APPENDIX D AGREEMENT

We acknowledge that we have recieved and read the Sample Agreement in Appendix D, and we have no exceptions to the standard contract provided in the RFP&Q.

## APPENDIX E

### Submission Checklist

**South Orange County Community College District**

**Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans**

Item	Included in RFQ&P Response
Proposal Form A: Letter of Interest and Approach	✓
Proposal Form B: Personnel and Staffing Resources	✓
Proposal Form C: Related Experience and Methodology	✓
Proposal Form D: Fee and Rate Proposal	✓
Proposal Form E: General Terms and Conditions	✓
Proposal Form F: References	✓
Proposal Form G: Addenda Acknowledgement	✓
Appendix A: Non-Collusion Declaration	✓
Appendix B: Equal Opportunity Affirmative Action Statement	✓
Appendix C: Firm's Certificate Regarding Workers' Compensation	✓
Appendix D: Sample Agreement for Consultancy Services for the Development of District and Colleges' Education Master and Strategic Plans	Not necessary to include with proposal if no changes are being requested, but receipt acknowledge
Appendix E: Submission Checklist	✓



## REVISED PROPOSAL FORM D FEE AND RATE PROPOSAL

The proposed fee schedule shall include fully burdened hourly rates for each title/individual proposed for the work. It is the proposer's responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit a not-to-exceed fee accordingly using the form below.

1. The Fee Proposal shall include all costs to complete the scope of work including working with the FMP and TMP consultants to develop those master plans.
2. Please indicate the title of each team member to be assigned to this project, along with the billable hourly rate 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. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Extended Cost
Principal-in-Charge	\$ 305	155	\$ 47,275
Project Manager	145	580	84,100
Community Engagement	195	184	35,880
Associate	110	557	61,270
Administration	90	20	1,800

3. **Other Costs:** Please indicate below any costs not specified above, and list any applicable reimbursable and their respective unit costs:

Direct Costs - \$4350

Specifics are available in "Billing for Special Services" section on page C.2

Tangerine Software included at no charge.

4. **TOTAL PROPOSAL FEE NOT TO EXCEED:** \$ 234,675  
 (Including all billable hours, costs and deliverables)



**Request for Qualifications & Proposals No. 363D  
Consultancy Services for Development of District and Colleges'  
Education Master & Strategic Plans**

**Submittals**

**South Orange County Community College District**

**October 29, 2018**

<b>COMPANY NAME</b>	<b>CITY</b>	<b>SUBMITTER'S NAME</b>	<b>RATING</b>	<b>FEES</b>
ALMA Strategies	Sacramento, CA	Shaun Blaylock	57	\$325,000
Cambridge West Partnership LLC	Tustin, CA	CM Brahmhatt	73	\$595,000
Collaborative Brain Trust	Sacramento, CA	James Walton	79	\$285,710
Maas Companies	Newport Beach, CA	Jeff Kellogg	64	\$389,250
MGT of America Consulting <sup>2</sup>	Tallahassee, FL	Kaitlyn Bryant	--	--
MIG, Inc.	Pasadena, CA	Daniel Iacofano	86	\$237,775 <sup>1</sup>

<sup>1</sup>Negotiated Fee \$234,675, includes Tangerine Software at no additional cost.

<sup>2</sup>Proposal rejected without review, as proposing firm did not attend the mandatory pre-proposal meeting on August 15, 2018.

**TO:** Board of Trustees

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

**RE:** SOCCCD: ReNew Apartments, Amendment No. 1 to Amended and Restated Ground Lease, FPA4 Promenade, LLC

**ACTION:** Approval

---

### **BACKGROUND**

The District and FPA4 Promenade, LLC ("FPA4") are parties to that certain Amended and Restated Ground Lease dated May 25, 2016 (the "Ground Lease"). The Ground Lease concerns an approximately 23 acre site located adjacent to the Saddleback College campus that is improved with an approximately 400-unit apartment development known as the "ReNew Apartments."

The Ground Lease obligates FPA4 to construct certain "Updated Improvements" at the ReNew Apartments site. A majority of the Updated Improvements have been completed; however, approximately 50 of the approximately 400 apartments have not been renovated, and a new trail and stairwell have not been constructed.

### **STATUS**

On or about September 11, 2018, FPA4 made an offer to the District for the payment of \$1,000,000 cash in exchange for a waiver of FPA4's obligation to construct the remaining Updated Improvements. FPA4 and the District have negotiated Amendment No. 1 to the Ground Lease ("Amendment No. 1"), which is attached as EXHIBIT A. Pursuant to Amendment No. 1, (a) the District agrees that those Updated Improvements that have been completed to date are acceptable and that FPA4 has no further obligation to complete the remaining Updated Improvements, (b) FPA4 agrees to maintain the existing facilities in first class condition and in accordance with similar apartment projects in the South Orange County area and (c) FPA4 agrees to pay the District the sum of \$1,000,000, concurrently with the execution of Amendment No. 1.

Amendment No. 1 has been reviewed by the District's real estate advisor and legal counsel and have found it to be in acceptable form and consistent with the above.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 to Amended and Restated Ground Lease and approve a motion to authorize the execution by the Chancellor and/or the Vice Chancellor of Business Services of Amendment No. 1 and any other documents necessary to carry out the terms thereof.

**AMENDMENT NO. 1 TO  
AMENDED AND RESTATED GROUND LEASE**

**THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED GROUND LEASE** ("Amendment No. 1") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018 (the "**Effective Date**") by **SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**, a public agency ("**Landlord**") and **FPA4 PROMENADE, LLC**, a Delaware limited liability company ("**Tenant**"), and amends that certain Amended and Restated Ground Lease between Landlord and Tenant dated May 25, 2016 ("**Lease**"). All capitalized terms not otherwise defined in this Amendment No. 1 shall have the meanings ascribed to such terms in the Lease.

**RECITALS**

**A.** Pursuant to the Lease, Landlord leases to Tenant certain real property in the City of Mission Viejo, County of Orange, State of California more particularly described in Exhibit "A" attached to the Lease (the "**Premises**").

**B.** Landlord and Tenant desire to amend the Lease in order to (1) memorialize (i) the satisfaction of Tenant's obligations with regard to the completion of the Updated Improvements and (ii) Landlord's acceptance of the completed Updated Improvements and waiver of any Tenant obligations with respect to the completion of any remaining Updated Improvements, and (2) provide for Tenant's continuing obligations with respect to the operation and maintenance of the Improvements (including the Updated Improvements) and the Premises.

**C.** On October 29, 2018, Landlord's Board of Trustees approved this Amendment No. 1.

**NOW THEREFORE**, taking the foregoing Recitals into account and in consideration of the mutual covenants hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and subject to the terms and conditions herein contained, the parties hereto agree as follows:

**1. Updated Improvements.** Conditioned on the receipt by Landlord of the Improvements Completion Fee pursuant to Section 3 below, Landlord and Tenant acknowledge and agree that the Updated Improvements defined and described in the Lease have been completed to the satisfaction of Landlord, and Tenant has no further obligations with respect to the completion of any remaining Updated Improvements.

**2. Operations and Maintenance of the Premises.** Section 6.2 of the Lease is hereby amended and restated in its entirety as follows:

"At all times during the Term except in the event of a casualty or Taking, Tenant shall, at its sole cost and expense, keep and maintain the Improvements (including the Updated Improvements) and the Premises in a first class condition, including, without limitation, maintaining the landscaping, parking, grounds, buildings, tenant amenities, unit interiors and services in the manner consistent with Tenant's current operations and the operations of the Comparable Improvements. The foregoing obligations shall

be excused in the event of a casualty covered by Section 9.2 or a Taking covered by Article 11 hereunder.”

**3. Improvements Completion Fee.** On the Effective Date, Tenant shall pay to Landlord the amount of One Million and No/100 Dollars (\$1,000,000.00) (the "**Improvements Completion Fee**") as consideration to Landlord for Landlord's acceptance of the Updated Improvements and waiver of any Tenant obligations with respect to the completion of any remaining Updated Improvements. The Improvements Completion Fee shall be fully earned and non-refundable when paid, and shall not be applicable to the payment of any Rent due by Tenant to Landlord under the Lease.

**4. Full Force and Effect.** The Lease, as modified by this Amendment No. 1, is hereby ratified and reaffirmed in all respects. Except as modified by this Amendment No. 1, the Lease shall remain in full force and effect. To the extent any provisions of this Amendment No. 1 are inconsistent with any of the provisions set forth in the Lease, the provisions of this Amendment No. 1 shall control.

**5. 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.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment No. 1 on the day first written above.

**LANDLORD:**

**SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT,**  
a public agency

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

**TENANT:**

**FPA4 PROMENADE, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_  
Michael B. Earl,  
Vice President

**CONSENT BY LEASEHOLD MORTGAGEE**

The undersigned, as the current Leasehold Mortgagee, has reviewed and approved, and hereby consents to this Amendment No. 1 between Landlord and Tenant as of the day and year first above written.

**WELLS FARGO BANK, NA, AS TRUSTEE FOR THE REGISTERED HOLDERS OF  
MULTIFAMILY MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2016-K58**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**TO:** Board of Trustees

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

**RE:** SOCCCD: Advanced Technology and Education Park – Temporary Fencing Project, Award of Bid No. 25, Amtek Construction

**ACTION:** Approval

---

### **BACKGROUND**

On June 22, 2015, the Board of Trustees approved basic aid funding of \$7,000,000 for the ATEP Site Utilities and Infrastructure Phase I Project, and \$3,100,000 for the IVC First Building parking lot.

Upon completion of the Phase I infrastructure work and the IVC First Building project, two general areas require improvement. The first addresses gates, signage and striping and the second addresses undeveloped areas that must be secured with fencing.

### **STATUS**

On September 11, 2018 and September 18, 2018, SOCCCD ran a newspaper advertisement requesting bids for the ATEP Temporary Fencing project. Two bids were received on October 5, 2018 (EXHIBIT A). The lowest responsive, responsible bid was submitted by Amtek Construction, in the amount of \$783,333. Staff has reviewed the bids and recommends approval of the agreement (EXHIBIT B).

Basic aid funds are available in the project budget of \$10,100,000.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve award of Bid No. 25, ATEP Temporary Fencing project and approve the agreement with Amtek Construction, in the amount of \$783,333.



**Bid No. 25  
Temporary Fencing Project  
Advanced Technology & Education Park**

**South Orange County Community College District**

**October 29, 2018**

<b>CONTRACTOR</b>	<b>LOCATION</b>	<b>AMOUNT</b>
<b>*Amtek Construction</b>	<b>Whittier, CA</b>	<b>\$783,333</b>
<b>Otero Construction, Inc.</b>	<b>Santee, CA</b>	<b>\$809,000</b>
<b>*Recommended Award</b>		



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

### **CONSTRUCTION SERVICES AGREEMENT ATEP TEMPORARY FENCING PROJECT**

#### **AMTEK CONSTRUCTION**

THIS AGREEMENT, dated the 29<sup>th</sup> day of October, 2018, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and Amtek Construction (hereinafter referred to as "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as ATEP Temporary Fencing Project according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of Seven Hundred Eighty-Three Thousand Three Hundred Thirty-Three Dollars and 00/100 Dollars (\$ 783,333 ).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within One Hundred Twenty (120) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of Five Hundred and 00/100 Dollars (\$500) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

- (a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.
- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

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

9. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the

insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$2,000,000
--	-------------

Subcontractors of every tier	\$1,000,000
------------------------------	-------------

and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
--	-------------

Subcontractors of every tier	\$1,000,000
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Property Damage Insurance in an amount not less than	\$2,000,000
--	-------------

Subcontractors of every tier	\$1,000,000
------------------------------	-------------

Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
---	-------------

Excess Liability Insurance (Contractor only)	\$2,000,000
--	-------------

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

#### **Waiver of Subrogation**

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

#### **Additional Insured Endorsement Requirements.**

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Alan Sayce, whose title is Vice President, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon

application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Ann-Marie Gabel  
Vice Chancellor, Business Services  
[agabel@socccd.edu](mailto:agabel@socccd.edu)

By: \_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor's License No.

\_\_\_\_\_  
Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,  
if corporation)

**TO:** Board of Trustees

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

**RE:** SOCCCD: Adopt Resolution No. 18-26, Authorizing Crestron Audio Visual Equipment as the Single Source Standard for Procurement District-wide

**ACTION:** Approval

---

### **BACKGROUND**

The audio visual (AV) equipment at both Saddleback College and Irvine Valley College is old, obsolete and has outlived its useful/functional life. The colleges are in need of a complete technology refresh related to AV replacement. The District Technology Committee spent a year identifying, testing and integrating various AV equipment and Crestron AV equipment best met the needs of classrooms and conference rooms across the district. Both colleges' faculty, AV professionals, and staff are familiar with Crestron equipment and find it easy to use. The District Technology Committee feels confident that integration of Crestron AV equipment will conform to and support the District's 2015-2020 Technology Plan. This resolution will allow the District to procure standardized equipment at all sites.

### **STATUS**

The District is embarking on a major classroom technology refresh project across both colleges. This refresh project will be replacing all AV equipment in all classrooms identified as part of this undertaking. It makes operational, financial and resource judiciousness to designate Crestron as the single source standard for all AV equipment procured at the District. Designating Crestron single source standard does not limit our ability to obtain or piggyback on competitive bids as Crestron uses value-added resellers to sell their products and services.

The establishment of Crestron AV equipment as the single source standard is in accordance with Public Contracting Code 20304.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 18-26 (EXHIBIT A) authorizing Crestron audio visual equipment as the single source standard for procurement district-wide.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**RESOLUTION NO. 18-26**  
**AUTHORIZING CRESTRON AUDIO VISUAL EQUIPMENT AS SINGLE SOURCE**  
**STANDARD FOR PROCUREMENT DISTRICT-WIDE**

**WHEREAS**, the Governing Board (the “Board”) of the South Orange County Community College District (the “District”) has determined that a true and very real need exists for the acquisition of classroom technology related to audio visual equipment owned by the District (“AV equipment”), and

**WHEREAS**, the Governing Board of a community college district may under Section 20304 of the California Public Contract Code, direct the purchase of any supply, equipment, or material without observance of any provision requiring contracts, bids, or notice upon a finding by a vote of two-thirds of all its members of the board that there is only a single source of procurement therefore and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material, as the case may be, in use; and

**WHEREAS**, the classroom technology at both the colleges of the District is old, obsolete, and has outlived its useful life and is in dire need of replacement and is hence embarking on an extensive classroom technology refresh project; and

**WHEREAS**, the District Technology Committee identified, tested, and integrated various AV equipment and determined that Crestron AV equipment best met the needs of the classrooms and conference rooms; and

**WHEREAS**, the District has a de facto standard of using Crestron Audio Visual (AV) equipment for room management and control and the District’s AV professionals, staff and faculty are well trained and skilled in operating and configuring Crestron AV equipment; and

**WHEREAS**, adding improved AV equipment and systems is in the best interest of the District by providing a consistent and upgraded support to all district-wide program needs; and

**WHEREAS**, in standardizing the District’s AV equipment, the District will vastly benefit as substantial time and resources have been invested in training, maintenance and seamless integration of the existing Crestron AV equipment and establishment of the standard will protect that investment; and

**WHEREAS**, integration of Crestron AV equipment will conform to the District’s 2015-2020 Technology plan as it supports the needs of a complex instructional environment; and

**WHEREAS**, designating Crestron AV equipment as the single source standard for AV equipment at the District does not limit the District’s ability to competitively procure, obtain or piggyback on competitive bids, given that Crestron uses resellers to sell their products and services; and

**NOW THEREFORE**, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines that purchases of the Crestron AV equipment will save administrative time and expense, deliver cost savings, and will be the most economical means for providing the equipment to the District.

Section 3. The Board hereby find and determines that advertising for competitive bids for AV equipment would not produce an advantage in that Crestron AV equipment is totally and completely compatible with the District's existing AV system and operational/technical expertise.

Section 4. The Board hereby finds and determines that establishing Crestron AV equipment as the single source standard for procurement pursuant to Public Contract Code sections 20304, to be in the best interest of the District.

Section 5. The establishment of Crestron AV equipment as the single source standard, is hereby approved and ratified. The Chancellor or the Chancellor's designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 6. This Resolution shall be effective as of the date of its adoption.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the South Orange County Community College District this 29th day of October 2018, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

I, Kathleen Burke, Chancellor of the South Orange County Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

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Secretary of the Governing Board  
South Orange County Community College District

I, T.J. Prendergast III, Clerk of the Governing Board of the South Orange County Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board of the South Orange County Community College at a regular meeting thereof held on the 29th day of October 2018, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the South Orange County Community College District Governing Board this 29th day of October 2018.

---

Clerk of the Governing Board  
South Orange County Community College District

**TO:** Board of Trustees

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

**RE:** SOCCCD: Adopt Resolution No. 18-28, Authorizing the Purchase of Audio Visual Equipment through the Los Angeles Community College District Master Agreement 40366 with Golden Star Technology Inc. dba GST

**ACTION:** Approval

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### **BACKGROUND**

The District Technology Committee has determined that the audio visual (AV) equipment has outlived its useful/functional life and is in need of a complete refresh at both Saddleback College and Irvine Valley College. The Committee has identified the AV equipment necessary to best meet the needs of classrooms and conference rooms throughout the District. The identified equipment supports the District's 2015-2020 Technology Plan and ensures that faculty, AV professionals, and staff have familiarity and ease of use for daily operations.

Pursuant to Public Contracts Code 20118 and 20652, the District can purchase the AV equipment under the terms and conditions of the Los Angeles Community College District (LACCD) Master Agreement 40366 awarded through Bid No. FE-09-16-D with Golden Star Technology Inc. dba GST.

### **STATUS**

District staff has analyzed and evaluated that it is in the best interest of the District to utilize the LACCD Master Agreement awarded through Bid No. FE-09-16-D with Golden Star Technology Inc. dba GST for the purchase of AV equipment as part of the AV equipment refresh project. The contract also allows the District to leverage Hitachi's OneVision educational pricing and extended warranties for projectors. Utilizing this Master Agreement awarded through a competitive bid process will save administrative costs and time associated with bidding while conforming to the legal requirements of the Public Contract Code of California. A resolution approved by the Governing Board is required to utilize this contract. The contract is available for review in the offices of Procurement, Central Services and Risk Management department. All purchases will be procured with district issued purchase orders and will be brought forward for Board ratification.

The LACCD Master Agreement has an active term through November 1, 2021. Funding for the project will come from basic aid funds.

## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 18-28, (Exhibit A) authorizing the purchase of audio visual equipment through the Los Angeles Community College District (LACCD) Master Agreement 40366 with Golden Star Technology Inc. dba GST with an active term through November 1, 2021.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**RESOLUTION NO. 18-28**  
**AUTHORIZING THE PURCHASE OF AUDIO VISUAL EQUIPMENT THROUGH**  
**THE LOS ANGELES COMMUNITY COLLEGE DISTRICT MASTER**  
**AGREEMENT 40366 WITH GOLDEN STAR TECHNOLOGY INC. DBA GST**

**WHEREAS**, the Governing Board (the “Board”) of the South Orange County Community College District (the “District”) has determined that a true and very real need exists for the acquisition of classroom technology related to audio visual equipment owned by the District (“AV equipment”), and

**WHEREAS**, the classroom technology at both the colleges of the District is old, obsolete, and has outlived its useful life and is in dire need of replacement and is hence embarking on an extensive classroom technology refresh project; and

**WHEREAS**, the District Technology Committee has identified the AV equipment necessary to best meet the needs of classrooms and conference rooms throughout the District; and

**WHEREAS**, the purchase of improved AV equipment is in the best interest of the District to provide a consistent and upgraded support to all district-wide program needs; and

**WHEREAS**, the Los Angeles Community College District (LACCD) conducted a bid for AV equipment and entered into contract with Golden Star Technology Inc. dba GST effective November 2, 2016, to November 1, 2021 that allows the District to contract under that bid at the same price and upon the same terms and conditions as LACCD, pursuant to and sections 20118, 20652, of the Public Contract Code; and

**WHEREAS**, District staff has analyzed and evaluated that it is in the best interest of the District to utilize the LACCD Master Agreement awarded through Bid No. FE-09-16-D with Golden Star Technology Inc. dba GST for the purchase of AV equipment as part of the AV equipment refresh project.

**NOW THEREFORE**, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines that the utilization of the LACCD Master Agreement 40366 awarded through Bid No. FE-09-16-D with Golden Star Technology Inc. dba GST for the purchase of AV equipment pursuant to and sections 20118, 20652, of the Public Contract Code will save administrative time and expense, deliver cost savings, and will be the most economical means for providing the AV equipment to the District.

Section 3. The utilization of the LACCD Master Agreement 40366 awarded through

Bid No. FE-09-16-D with Golden Star Technology Inc. dba GST for the purchase AV equipment, is hereby approved and ratified. The Chancellor or the Chancellor's designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 4. This Resolution shall be effective as of the date of its adoption.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the South Orange County Community College District this 29th day of October 2018, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

I, Kathleen Burke, Chancellor of the South Orange County Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

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Secretary of the Governing Board  
South Orange County Community College District

I, T.J. Prendergast III, Clerk of the Governing Board of the South Orange County Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board of the South Orange County Community College at a regular meeting thereof held on the 29th day of October 2018, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the South Orange County Community College District Governing Board this 29th day of October 2018.

---

Clerk of the Governing Board  
South Orange County Community College District



**TO:** Board of Trustees

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

**RE:** SOCCCD: Board Policy Revision: BP-100 The South Orange County Community College District, BP-104 Student Member of the Board of Trustees, BP-128 Board Agendas, BP-130 Public Participation at Board Meetings, BP-164 Board Member Compensation, BP-166 Health Benefits - Board Members, BP-4075 Health and Welfare Benefits for Former Board of Trustees, BP-168 Board Member Travel, BP-170 Board Member Absence from the State, BP-3001 Delegation of Authority, BP-3004 Public Records, BP- 3005 Designation of Authorized Signatures, BP-3200 Purchasing, Contracts, and Bids, BP-3220 Institutional Membership in Organizations, BP-3510 Lost Money or Property, BP-3605 Employee Travel Program, BP-4001 Institutional Code of Ethics, BP-4040 Institutional Code of Conduct, BP-4078 Industrial Accident or Illness Leave, BP-5510 Student Accident Insurance, BP-6100 Curriculum

**ACTION:** Discussion and 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 are in compliance with current laws and regulations.

## **STATUS**

Twenty-one board policies are presented to the Board of Trustees for discussion and approval. The new language to the board policies was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on September 13, 2018 for review and recommendation to the Chancellor. They were also brought to the Board of Trustees on September 24, 2018 for review and study. Any changes made at the request of the Board have been highlighted.

## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the board policies as shown in EXHIBITS A through U.

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

# BOARD POLICY

# 100

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

The District has been named the South Orange County Community College District.

The name is the property of the District. No person shall, without the permission of the Board of Trustees, use this name or the name(s) of any college(s) or other facilities of the District, or any abbreviation of them, to imply, indicate or otherwise suggest that an organization, product or service is connected or affiliated with, or is endorsed, favored, supported, or opposed by, the District.

The District consists of the following two college(s) and educational site:

1. Irvine Valley College
2. Saddleback College
3. Advanced Technology & Education Park (ATEP)

### *Reference:*

*Education Code Section 72000(b);  
Elections Code Section 18304*

Adopted: 3-24-82  
Revised: 3-7-88  
Revised: 4-26-99  
Revised: 8-27-07  
Revised: 4-29-13

# BOARD POLICY

104

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## STUDENT MEMBER OF THE BOARD OF TRUSTEES

A. ~~There~~ The District shall ~~be~~ have one nonvoting (advisory) student member of the Board of Trustees: who shall represent both colleges for a period of one year. The Chancellor shall develop administrative regulations regarding qualifications for the student trustee and a process for election procedures.

### B. QUALIFICATIONS

— Candidates for Student Trustee must meet the following criteria:

- 1. ~~Be currently enrolled in the South Orange County Community College District (SOCCCD) for at least five units and is in good standing (i.e., not on academic or social probation). The student member is not required to give up employment with the District.~~
- 2. ~~Have completed no fewer than 12 units in the SOCCCD.~~
- 3. ~~Have a minimum cumulative 2.0 G.P.A.~~
- 4. ~~Candidates must be students of record of the designated college prior to and during their term of office.~~

### C. REQUIREMENTS OF OFFICE

— While in office the Student Trustee must:

- 1. ~~Maintain eligibility as defined in Section B, 1., 2., 3., and 4 (above), during his/her term of office.~~
- 2. ~~Hold no other elected or appointed ASGSC/ASIVC positions within the SOCCCD.~~

### D. TERM OF OFFICE

- 1. ~~The term of the Student Trustee is one year (May through the following April).~~
- 2. ~~A Student Trustee term of office terminates upon a determination of disqualification under the provisions of Section E.~~

Adopted:	7-14-80	Revised:	5-11-92	Revised:	11-29-03	Revised:	4-25-11
Revised:	4-23-82	Revised:	4-25-94	Revised:	11-14-05	Revised:	7-30-12
Revised:	3-07-88	Revised:	4-26-99	Revised:	8-27-07		
Revised:	1-17-89	Revised:	8-26-02	Revised:	8-26-08		

~~E. DISQUALIFICATION FROM OFFICE~~

- ~~1. Automatic and immediate forfeiture of office, including all rights and privileges thereof, will be required if the Student Trustee:~~
- ~~a. Does not maintain the requirements of office contained in Sections B, C, and K; or~~
- ~~b. Is suspended for more than 10 days pursuant to student conduct policies or regulations.~~
- ~~2. A student disqualified from office under the provisions above, shall be liable for any compensation received after he or she became ineligible for office.~~
- ~~3. Upon disqualification from office, the student must immediately return all District property provided to him or her while in office.~~
- ~~4. In addition to any of the disqualifying event set forth above, the office of Student Trustee will become vacant upon the occurrence of any of the events set forth in Government Code, Section 1770.~~

~~F. ELECTION~~

- ~~There shall be an election during the spring semester. The student trustee position shall be rotated between Irvine Valley College and Saddleback College. The election shall be held only on the campus of the college that is designated for the student trustee position for the upcoming year. The Student Member of the Board of Trustees will be elected by students enrolled at the designated college. The student member may be recalled by all the students of the student body in an election held for that purpose in accordance with administrative regulations established by the Chancellor.~~

~~G. RECALL~~

- ~~The Student Trustee is subject to recall procedures established for recalling officers of the Associated Student Governments at each campus. No recall election will be held if the petition to recall is received within 90 days prior to the scheduled student elections, which are held in April.~~

~~H. SELECTION OF A REPLACEMENT~~

- ~~If a Student Trustee position becomes vacant due to qualification, recall, resignation, or other reasons, the board shall:~~

- ~~1. Order a special election, or~~

Adopted:	7-14-80	Revised:	5-11-92	Revised:	11-29-03	Revised:	4-25-11
Revised:	4-23-82	Revised:	4-25-94	Revised:	11-14-05	Revised:	7-30-12
Revised:	3-07-88	Revised:	4-26-99	Revised:	8-27-07		
Revised:	1-17-89	Revised:	8-26-02	Revised:	8-26-08		

~~2. Make an appointment to fill the vacancy within 60 days. All rules of eligibility shall apply and the replacement Student Trustee shall serve out the remainder of the one year term.~~

~~No special election will be called if the vacancy occurs within 90 days prior to the scheduled April student elections. The student member position on the board will remain vacant for that time.~~

~~I. INSTALLATION IN OFFICE~~

~~1. The person elected or appointed student trustee will be sworn into office at the first board meeting following his or her election, or at the meeting at which he or she is appointed by the board.~~

~~2. The President of the Board of Trustees may appoint a Trustee to serve as the student trustee's mentor.~~

~~J. RIGHTS AND PRIVILEGES~~

~~On or before the regular meeting in April of each year, the Board shall consider whether to afford the student member any of the following privileges:~~

~~1. The Student Trustee shall be seated with the board and be recognized as a full member of the Board at public meetings, and shall receive all materials presented to board members for open session, and to participate in discussion at board meetings.~~

~~2. The Student Trustee shall have the right to make and second motions.~~

~~3. The Student Trustee shall be compensated in the amount of \$200 per month paid by the District.~~

~~4. The Student Trustee shall receive mileage reimbursement (BP 4051, Reimbursement) paid by the District.~~

~~5. The Student Trustee shall receive the same college health services available to all college students, and said services shall be paid for by the District.~~

~~6. With prior Board of Trustee approval, the Student Trustee may attend State of California conferences which relate to their duties as a student member of the Board of Trustees. Reimbursement will be paid by the District.~~

~~7. The Student Trustee shall receive college parking fee reimbursement paid by the District.~~

Adopted: 7-14-80   Revised: 5-11-92   Revised: 11-29-03   Revised: 4-25-11  
Revised: 4-23-82   Revised: 4-25-94   Revised: 11-14-05   Revised: 7-30-12  
Revised: 3-07-88   Revised: 4-26-99   Revised: 8-27-07  
Revised: 1-17-89   Revised: 8-26-02   Revised: 8-26-08

K. DUTIES AND RESPONSIBILITIES

~~— The Student Trustee shall agree to perform to the best of his/her ability the following duties and responsibilities:~~

~~— 1. — Attend all regular and special meetings of the board, except closed sessions.~~

~~— 2. — Review the agenda of the board prior to each meeting.~~

~~— 3. — Confer with leaders of the ASGSC/ASIVC at least monthly at each campus prior to each meeting of the board. Attend annual ASGSC and ASIVC retreats, student government meetings, commencement ceremonies, chancellor's opening sessions and other key district-wide and college events.~~

~~— 4. — When appropriate, confer with students, student groups and organizations, and/or college and District administrators in relation to District policies and board actions and/or agenda items.~~

~~— 5. — Participate in the discussion of agenda items presented.~~

~~— 6. — Cast an advisory vote on public agenda items; however, the Student Trustees vote will not be included in determining the vote required to carry any measure before the board.~~

~~— 7. — When appropriate, provide feedback to all students, student groups, and leaders of the associated student governments at each campus concerning District and board policies and actions.~~

~~— See J. (above), Rights & Privileges~~

*Reference:*

~~— California Education Code Section 72023.5~~

Adopted:	7-14-80	Revised:	5-11-92	Revised:	11-29-03	Revised:	4-25-11
Revised:	4-23-82	Revised:	4-25-94	Revised:	11-14-05	Revised:	7-30-12
Revised:	3-07-88	Revised:	4-26-99	Revised:	8-27-07		
Revised:	1-17-89	Revised:	8-26-02	Revised:	8-26-08		

# BOARD POLICY

128

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## BOARD AGENDAS

Agendas shall be developed by the Chancellor in consultation with the Board President.

An agenda shall be posted adjacent to the place of meeting and on ~~line~~the District's website, at least 72 hours prior to the meeting time for regular meetings. The agenda shall include a brief description of each item of business to be transacted or discussed at the meeting. If requested, the agenda shall be provided in appropriate alternative formats so as to be accessible to persons with a disability.

No business may be acted on or discussed which is not on the agenda, except when one or more of the following apply:

- a majority decides there is an “emergency situation” as defined for emergency meetings;
- two-thirds of the members (or all members if less than two-thirds are present) determine there is a need for immediate action and the need to take action came to the attention of the Board subsequent to the agenda being posted;
- an item appeared on the agenda of and was continued from a meeting held not more than five days earlier.

The order of business may be changed by consent of the Board.

The Chancellor shall establish administrative procedures that provide for public access to agenda information and reasonable annual fees for the service.

Members of the public may place matters directly related to the business of the District on an agenda for a board meeting by submitting a written summary of the item to the Chancellor. The written summary must be signed by the initiator, contain his/her residence or business address, and organizational affiliation, if any.

~~The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.~~

~~Agendas shall be developed by the Chancellor in consultation with the Board President.~~

Agenda items submitted by members of the public must be received by the office of the Chancellor at least 2 weeks prior to the regularly scheduled board meeting.

Agenda items initiated by members of the public shall be placed on the Board's agenda following the items of business initiated by the Board and by staff. Any agenda item submitted by a member of the public and heard at a public meeting cannot be resubmitted before the expiration of a 90 day period following the initial submission.

The Board reserves the right to consider and take action in closed session on items submitted by members of the public as permitted or required by law.

*Reference:*

*Government Code Sections 54954 et seq., and 6250 et seq.;*

*Education Code Sections 72121 and, 72121.5*



# BOARD POLICY

130

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## PUBLIC PARTICIPATION AT BOARD MEETINGS

The Board shall provide opportunities for members of the general public to participate in the business of the Board.

Members of the public may bring matters directly related to the business of the District to the attention of the Board in one of three ways:

1. There will be a time at each regularly scheduled board meeting for the general public to discuss items either on the agenda or not on the agenda. Speakers are limited to two (2) minutes each. However, four minutes each will be allotted to a member of the public who utilizes a translator to ensure that non-hearing and non-English speakers receive the same opportunity to directly address the Board. The maximum time allotment for public speakers on any one subject regardless of the number of speakers at any one Board meeting will appear on the agenda. At the discretion of a majority of the Board, these time limits may be extended.

Members wishing to present such items shall submit a written request at the beginning of the meeting to the Board's Executive Assistant that summarizes the item. No action may be taken by the Board on such items.

Persons submitting a written request to address the Board will be heard in the order in which the Board President received the request. Assuming concurrence by public speakers, ~~the~~ The Board President has the prerogative to reorder public comments.

2. Members of the public may place items on the prepared agenda in accordance with Board Policy 128.

A written summary of the item must be submitted to the Chancellor at least two weeks prior to the ~~board~~ Board meeting. The summary must be signed by the initiator, contain his/her residence or business address, and organizational affiliation, if any.

3. Members of the public may submit written communications to the Board on items on the agenda and/or speak to agenda items at the ~~board~~ Board meeting. All written communications regarding items on the Board's agenda shall reach the ~~office~~ Office of the Chancellor not later than three (3) working days prior to the meeting at which the matter concerned is to be before the Board. All such written communications shall be dated and signed by the author and shall contain the residence or business address of the author and the author's organizational affiliation, if any.

If requested, writings that are public records shall be made available in appropriate alternative formats so as to be accessible to persons with a disability.

Claims for damages are not considered communications to the Board under this rule, but shall be submitted to the District.

*Reference:*

*Government Code Sections 54954.3, 54957.5;*

*Education Code 72121.5*

# BOARD POLICY

164

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## BOARD MEMBER COMPENSATION

Since the total FTES generated by the District is greater than 25,000, Mmembers of the Board who attend all Bboard meetings shall receive an amount not to exceed \$750 per month, as pursuant to Education Code effective January 1, 2007. The Sstudent Mmember shall receive \$375 per month. A member of the Board who does not attend all meetings held by the Board in any month shall receive, as compensation, an amount not greater than the pro rata share of the number of meetings actually attended.

A member of the Board may be paid for a meeting when absent if the Board, by resolution, finds that at the time of the meeting the member is performing services outside the meeting for the community college district, is ill, on jury duty, or the absence is due to a hardship deemed acceptable by the Board.

The Board may, on an annual basis, increase the compensation of board members by five percent. However, any increase is subject to rejection in a referendum by a majority of the voters in the ~~district~~District. On August 21, 2017, the Board approved a five percent increase to the Board Members' compensation. This increase was reaffirmed on July 30, 2018. The current monthly amount is \$787.50 for members of the Board who attend all board meetings and \$393.75 for the student member.

### *Reference:*

*Education Code Section 72024 Article 3a (2)*

# BOARD POLICY

166

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## HEALTH BENEFITS – BOARD MEMBERS

Members of the Board shall be permitted to participate in the District's health benefit programs. The benefits of members of the Board through the District's health benefit programs shall not be greater than the most generous schedule of benefits being received by any category of an employee of the District.

Former members of the Board may continue to participate in the District's health benefits programs upon leaving the Board if the following criteria are met: the member must have begun service on the Board after January 1, 1981; the member must have been first elected to the Board before January 1, 1995; and the member must have served at least 12 years. Retirees in this category over age 65 must enroll in Medicare parts A and B to be eligible for the coordination of benefits plan. Medical coverage will cease automatically if the retiree participates in Medicare part D.

Other former Board members who have taken office after January 1, 1995 and , who have been elected for two terms, ~~may continue to participate in the District's health benefits programs~~ shall upon leaving office be given the option of selecting within 30 days to continue indefinitely health and welfare benefits on a self-pay basis. Former trustees who participate on a self pay basis shall pay in advance the cost the ~~district~~ District pays for the ~~plan coverage, and the trustee may select one or more health and welfare options provided for the administrators, faculty, and/or classified employees.~~

The benefit plan options shall cover only the former trustee, trustee spouse or domestic partner, survivor, and the trustee's minor dependents to the age as defined by federal law. ~~The former trustee may select one or more health benefit options provided to administrators, faculty, and/or classified employees.~~ Former trustee's surviving family may continue in the benefit plans according to COBRA regulations.

Once a benefit plan is selected by the former trustee's surviving family, no additional members can be added.

### *Reference:*

*Government Code Section 53201 and 53208.5*

# BOARD POLICY

4075

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

PERSONNEL

## HEALTH AND WELFARE BENEFITS FOR FORMER BOARD OF TRUSTEES

### Delete –Language consolidated into BP-166 Health Benefits for Board Members

~~Members of the South Orange County Community College District Board of Trustees who have taken office after January 1, 1995, and who have been elected two terms, shall upon leaving office be given the option of selecting within 90 days to continue indefinitely health and welfare benefits on a self-pay basis.~~

~~The former trustee shall pay in advance the cost the district pays for the coverage, and the trustee may select one or more health and welfare options provided for administrators, professors, and/or classified employees.~~

~~The benefit options shall cover only the former trustee, his/her spouse or survivor, and the trustee's minor dependents to the age as defined by federal law. Once a benefit plan is selected by a former trustee's family, no additional members can be added.~~

~~Adoption of this policy shall serve to confirm, and incorporate herein, the board's action of November 16, 1992, at which time the board acted to authorize the district to pay for the health and welfare benefits of former board members, their spouses, and dependents when the board members served in office for no less than twelve years after January 1, 1981, in accordance with Government Code Sections 53201, 53205, and 53205.1, as they read at that time. Nothing herein shall be construed in a manner inconsistent with the provisions of Government Code Sections 53200 et. seq. as they now read.~~

# BOARD POLICY

168

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## BOARD MEMBER TRAVEL

Members of the Board shall have travel expenses paid whenever they travel as representatives of and perform services directed by the Board. Expenses shall be reimbursed according to the limits of travel policies and regulations for employees.

Existing travel restrictions to states that have enacted laws discriminating on the basis of sexual orientation, gender identity, or gender expression shall be followed by the District. This restriction does not apply to travel that is required for any of the following:

- Enforcement of California law.
- Litigation.
- To meet contractual obligations incurred before January 1, 2017.
- To comply with requests by the federal government to appear before committees.
- To participate in meetings or trainings required by a grant or required to maintain grant funding.
- To complete job-required training necessary to maintain licensure or similar standards required for holding a position, in the event comparable training cannot be obtained in California or a different state not affected by the restrictions.
- For the protection of public health, welfare, or safety, as determined by the District.

If there are extenuating circumstances above and beyond those listed above, a request shall be submitted to the Chancellor for review and approval.

### *Reference:*

*Education Code Section 72423*

*Government Code Section 11139.8*

*BP-3605-Employee Travel Program*

*AR-3605-Employee Travel-Payment of Employee Travel Expenses*

# BOARD POLICY

170

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## BOARD MEMBER ABSENCE FROM THE STATE

No member of the Board shall be absent from the state for more than 60 continuous days, except in any of the following situations:

- Upon business of community college district with the approval of the Board.
- With the consent of the Board for an additional period not to exceed a total absence of 90 continuous days. In the case of illness or other urgent necessity, and upon a proper showing thereof, the time limited for absence from the state may be extended by the Board.
- For federal military deployment, not to exceed an absence of a total of six months, as a member of the Armed Forces of the United States or the California National Guard. If the absence of a member of the Board pursuant to this subdivision exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve in his/her absence. If two or more members of the Board are absent by reason of the circumstances described in this subdivision, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities.
- The term of an interim member of the Board appointed as set forth above for federal military deployment may not extend beyond the return of the absent member, nor may it extend beyond the next regularly scheduled election for that office.

### *Reference:*

*Government Code Section 1064*

# BOARD POLICY

3001

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## DELEGATION OF AUTHORITY

The South Orange County Community College District Board of Trustees delegates to the Chancellor, or his/her designee, the authority to manage and supervise the general business procedures of the District to assure the proper administration of property and contracts; the budget, audit and accounting of funds; the acquisition of supplies, equipment and property; and the protection of assets and persons. All transactions shall comply with ~~the legal requirements of the California Education Code, Title 5, California Code of Regulations, federal guidelines~~ applicable laws and regulations, and with the California Community Colleges Budget and Accounting Manual.

No contract shall constitute an enforceable obligation against the District until it has been approved or ratified by the Board.

The Chancellor has broad authority to monitor and coordinate the fiscal affairs of District-related auxiliary organizations.

The Chancellor, or his/her designee, shall make appropriate periodic reports to the Board and shall keep the Board fully apprised regarding the financial status of the District.

### *Reference:*

*California Education Code, Sections 70902(d), 81655, and 81656*



# BOARD POLICY

3004

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## PUBLIC RECORDS

The South Orange County Community College District (SOCCCD) recognizes the right of citizens to have access to public records. SOCCCD intends to provide any person or organization reasonable access to the public records of the SOCCCD, upon request, during normal business hours and within the requirements of the law.

The ~~Chancellor~~ chancellor shall establish regulations for records management, including access by the public that comply with the requirements of the California Public Records Act.

Public access shall not be given to records exempt from public disclosure under the California Public Records Act or which are designated as confidential, private, or privileged under other state or federal law.

SOCCCD may charge for copies of public records or other materials requested by individuals or groups, in accordance with law. The charge shall be based on actual costs of duplication, as determined by the chancellor or designee and as specified in regulations.

To maintain the security and integrity of SOCCCD records, members of the public granted access to inspect records shall examine records in the presence of a SOCCCD employee.

### *Reference:*

*Government Code Section 6250, et seq.*

# BOARD POLICY

# 3005

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## DESIGNATION OF AUTHORIZED SIGNATURES

Authority to sign orders and other transactions on behalf of the Board of Trustees is delegated to the Chancellor and other officers appointed by the Chancellor ~~designees~~.

The authorized signatures shall be filed ~~in~~ with the Orange County Office of Education after the ~~Board of Trustees has authorized the list of positions with authority to sign documents and contracts, which include payroll and other documents.~~

*Reference:*

*Education Code Section 85232, 85233*

# BOARD POLICY

# 3200

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## PURCHASING AND, CONTRACTS, AND BIDS

The Board delegates to the Chancellor, Vice Chancellor of Business Services, or Chancellor's designee the authority to enter into purchases and contracts on behalf of the District and to establish administrative ~~procedures~~ regulations for all purchases, contract awards, and their management, subject to the following:

### CONTRACT AWARDS PURCHASES

- ~~The Chancellor, Vice Chancellor of Business Services, or Chancellor's designee is authorized to approve individual business contracts up to the maximum limit authorized in BP-2100 Delegation of Authority to the Chancellor.~~ Only designated officials of the District, as defined in BP/AR 3001 Delegation of Authority and BP/AR 3005 Designation of Authorized Signers, are delegated the authority to purchase supplies, materials, equipment, and services as necessary for the efficient operation of the District. No such purchase shall exceed the amounts specified by California Public Contract Code §20651, as amended from time to time. The Chancellor is responsible for developing and implementing the necessary purchasing procedures and controls.
- ~~Contracts approved by the Chancellor or his/her designee shall be subsequently submitted to the Board for ratification.~~ A summary of all purchasing transactions shall be reviewed by the Board at each regularly scheduled Board meeting.
- ~~If the best interests of the District will be served by a contract, lease, requisition, or purchase order through any other public corporation or agency in accordance with Public Contracts Code Section 20652, the Chancellor or his/her designee is authorized to proceed with a contract.~~ The designated officials of the District are specifically given the authority by the Board to approve and sign purchase orders, contracts, and other purchasing documents and instruments as deemed necessary.

### BID LIMITS CONTRACTS AND BIDS

- ~~For contracts involving bid limits by the Education Code, the Chancellor or Vice Chancellor of Business Services shall ensure that the District adheres to public contract code limits on public works, and other projects as adjusted for inflation each year pursuant to Public Contract Code.~~ The Chancellor, Vice Chancellor of Business Services, or Chancellor's designee is authorized to approve contracts up to the maximum limit authorized in BP-2100 Delegation of Authority to the Chancellor.

- Contracts are not enforceable obligations until they are approved and/or ratified by the Board.
- Contracts for work to be done, services to be performed, or for goods, equipment, or supplies to be furnished or sold to the District that exceed the amounts specified in Public Contracts Code §20651 shall require prior approval by the Board.
- Contracts that do not exceed the limits specified in BP-2100 Delegation of Authority to the Chancellor shall not require prior approval by the Board but shall be presented to the Board for ratification.
- When bids are required according to Public Contracts Code Section §20651, the Board shall award each such contract to the lowest responsive and responsible bidder who meets the specifications published by the District and who shall give such security as the ~~Board~~ District requires, or reject all bids.
- When contracting for public projects, the District is subject to Public Contract Code §22000, which outlines the California Uniform Public Construction Cost Accounting Act (CUPCCAA) procedures and requirements
- If it is in the best interests of the District to ~~the Chancellor or designee concludes that the best interests of the District will~~ be served by pre-qualification of bidders in accordance with Public Contracts Code Section §20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.
- If the best interests of the District will be served by a contract, lease, requisition, or purchase order through any other public corporation or agency in accordance with Public Contract Code §20652, the designated District officials are authorized to proceed with a contract.
- In accordance with Government Code §53060, if the best interests of the District will be served by a contract or purchase order for special services and advice in financial, economic, accounting, engineering, legal, or administrative matters if such persons are specially trained and experienced and competent to perform the special services required, the designated District officials are authorized to proceed with a contract.

*Reference:*

*Education Code Section 81656; 81641, et seq.*

*Public Contracts Code Section 20650; ~~et seq.~~ 22000, et. Seq.*

*Government Code Section 53060, et seq*

# BOARD POLICY

3220

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## INSTITUTIONAL MEMBERSHIP IN ORGANIZATIONS

Institutional membership in local, state and national organizations, including the renewal of memberships and the payment of dues to selected organizations, must ~~have the prior and annual approval of the Board of Trustees~~ be approved by the Chancellor or designee.

No District funds shall ever be used for membership, or for any participation involving financial payment or contribution on behalf of the District or any individual employed by or associated with it, to any private organization whose membership practices are discriminatory on the basis of national origin, religion, age, gender, gender identity, gender expression, race, color, medical condition, genetic information, ancestry, sexual orientation, marital status, physical or mental disability, pregnancy, or military and veteran status, or because he/she is perceived to have one or more of the foregoing characteristics, or because of her/his association with a person or group with one or more of these actual or perceived characteristics.

The Chancellor will develop an administrative regulation for memberships.

*Reference:*

*California Education Code, Section 70902*

Adopted:	03-24-70	Reviewed:	10-13-10
Revised:	05-23-88	Revised	06-25-12
Revised:	04-26-99		

# BOARD POLICY

# 3510

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## LOST MONEY OR PROPERTY

~~The President of each college shall establish administrative regulations for lost property.~~ When property is found on campus, the finder shall make every attempt to deliver the property to the rightful owner, if known; otherwise, the finder shall deliver the property to the ~~police~~campus police department in accordance with administrative regulations.

### *Reference:*

*California Education Code, Section 70902*

*Civil Code, Section 2080 et. Seq. and 2080.6*

Adopted:	2-13-79	Revised:	4-26-99
Revised:	3-09-81	Revised:	9-29-03
Revised:	5-23-88	Revised:	3-28-11

# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

3605

BUSINESS

## EMPLOYEE TRAVEL PROGRAM

The South Orange County Community College District allows travel for employees for district business related purposes. The Chancellor shall establish Administrative Regulations relating to the payment of approved mileage and travel expenses.

Existing travel restrictions to states that have enacted laws discriminating on the basis of sexual orientation, gender identity, or gender expression shall be followed by the District. This restriction does not apply to travel that is required for any of the following:

- Enforcement of California law.
- Litigation.
- To meet contractual obligations incurred before January 1, 2017.
- To comply with requests by the federal government to appear before committees.
- To participate in meetings or trainings required by a grant or required to maintain grant funding.
- To complete job-required training necessary to maintain licensure or similar standards required for holding a position, in the event comparable training cannot be obtained in California or a different state not affected by the restrictions.
- For the protection of public health, welfare, or safety, as determined by the District.

If there are extenuating circumstances above and beyond those listed above, a request shall be submitted to the Vice Chancellor, Business Services for review and approval.

### *Reference:*

*Education Code 87032*

*Government Code Section 11139.8*

# BOARD POLICY

# 4001

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## PERSONAL USE OF PUBLIC RESOURCES INSTITUTIONAL CODE OF ETHICS

~~No employee or consultant shall use or permit others to use public resources, except that which is incidental and minimal, for personal purposes or any other purpose not authorized by law.~~ The District shall have and uphold a written code of professional ethics. This written code will outline the District's expectation and requirement of ethical conduct by all personnel in carrying out their duties for the benefit of the institution and the public in compliance with all applicable laws, policies, rules and regulations.

### *Reference:*

*Government Code Sections, 1091(b), 89506, 8314, et seq.;*

*Accreditation Standard II.A.13.*

*Penal Code, Section 424, et seq.*



# BOARD POLICY

4040

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## INSTITUTIONAL CODE OF CONDUCT

It is the policy of the South Orange County Community College District (District) to foster an environment that maximizes student learning, employee performance, and a climate of civility among Governing Board members, students, and employees of the District.

As members of the District community, we are expected to treat other community members with civility and respect, recognizing that disagreement and informed debate are valued in an academic community. Harassment by any Governing Board member, student, or employee, of any other Governing Board member, student, or employee for whatever motive is harmful to the environment desired by the District and will not be permitted by the District.

This policy shall in no way be construed to restrict any type of constitutionally protected speech or activities.

### *Reference:*

*Accreditation Standard III.A.1.c;  
Education Code 20902*

# BOARD POLICY

\*4078

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

PERSONNEL HUMAN RESOURCES

## INDUSTRIAL ~~ACCIDENT~~ ACCIDENT AND- OR ILLNESS- LEAVE OF ABSENCE

The District shall provide for industrial accident or illness leaves of absence for employees in accordance with the Education Code, Labor Code, and consistent with the appropriate collective bargaining agreements.

District employees shall be entitled to an industrial accident or industrial illness leave of absence within the following provisions:

1. Allowable leave shall not exceed sixty (60) working days in any one fiscal year for the same accident or illness.
2. Allowable leave shall not be accumulative from year to year.
3. Industrial accident or illness leave of absence shall commence on the first day of absence.
4. Payment for wages lost on any day shall not, when added to an award granted the employee under the workers' compensation laws of this state, exceed the normal wage for the day.
5. Industrial accident leave shall be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.
6. When an industrial accident or illness occurs at a time when the full 60 days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

~~Academic employees who are not members of a collective bargaining unit, and employees who are a part of the classified service but not members of a collective bargaining unit, shall be entitled to an industrial accident or industrial illness leave of absence, not to exceed sixty (60) days in any one fiscal year for the same accident during which the college of the district is required to be in session or when the employee would have otherwise been performing work for the district. Allowable leave shall not be accumulative from year to year (Calif. Ed. Code, Sections 87787, 88192).~~

~~An industrial accident or illness leave of absence shall commence on the first day of the employee's absence and shall be reduced by one (1) day for each day of authorized absence. When such a leave overlaps into the subsequent fiscal year, the employee shall be entitled to only the amount~~

\*Affected by Academic Employee Master Agreement, Article XXIII

Adopted: 2-13-68      Technical 4-26-99  
Revised: 4-10-89      Update  
Revised: 2-28-94

~~of unused leave due to the employee for the same illness or injury (Calif. Ed. Code, Sections 88787, 88192).~~

~~Periods of leave of absence shall not be considered to be a break in service of the employee (Calif. Ed. Code, Sections 87787, 88192).~~

~~An employee absent from duties because of an industrial accident or illness shall be paid a portion of the salary due for any month in which the absence occurs so that when it is added to the employee's temporary disability indemnity, the total will result in a payment of not more than the employee's full salary. During such a paid leave of absence, an academic employee may, and a classified employee shall, endorse to the district the temporary disability indemnity checks received on account of the industrial accident or illness. The district shall then issue appropriate salary warrants to the employee for payment of the employee's salary. Normal retirement and other authorized contributions shall be deducted (Calif. Ed. Code, Sections 88787, 88192).~~

~~Any employee receiving benefits as a result of an industrial accident or an illness leave of absence shall remain within the State of California during the period of injury or illness, unless the Board of Trustees authorizes travel outside the state (Calif. Ed. Code, Sections 88787, 88192).~~

~~In the case of classified employees, when all available paid or unpaid leaves of absence have been exhausted, if the employee is not medically released to return to duty, and if the employee is not placed in another position, the employee shall be placed on the re-employment list for a period of thirty-nine (39) months. When available, during the 39 months, the employee shall be employed in a vacant position of the class of the employee's previous assignment over all other available candidates except for a re-employment list established because of lack of work or lack of funds, in which case the person shall be listed in accordance with appropriate seniority regulations. An employee who has been placed on the re-employment list and who has been medically released for return to duty but who has failed to accept an appropriate assignment shall be dismissed (Calif. Ed. Code, Section 88192).~~

*Reference:*

*Education Code Sections 87763-87765, 87780, 87787, 88190 et seq. and 88192;*

*Labor Code Sections 245 et seq.*

\*Affected by Academic Employee Master Agreement, Article XXIII

Adopted:	2-13-68	Technical	4-26-99
Revised:	4-10-89	Update	
Revised:	2-28-94		

# BOARD POLICY

5510

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## STUDENT ACCIDENT INSURANCE

The Chancellor shall ensure that students are covered by accident insurance in those instances required by law or contract.

Except for specific exemptions required by law, this insurance coverage is secondary to any primary/existing insurance coverage a student/participant may have and may be subject to a deductible.

Employees shall adhere to procedures for reporting accidents and injuries, as stipulated by the Office of Risk Management.

### *Reference:*

*Education Code Section 72506*

# BOARD POLICY

# 6100

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

INSTRUCTION

## CURRICULUM

The programs and curricula of the District shall be of high quality, relevant to community and student needs, and evaluated regularly to ensure quality and currency. To that end, the Chancellor or designee shall establish procedures for the development and review of all curricular offerings, including their establishment, modification, or discontinuance.

~~A curriculum committee shall be established at each college by the mutual agreement of the College President and the Academic Senate. The procedures established shall include the requirement that courses of instruction and educational programs shall be written by faculty teaching in instructional and educational programs. The college will provide training opportunities for persons involved in all aspects of curriculum development. All programs and courses approved by the Academic Senate shall be forwarded to the College President for review. The President shall forward the approved programs and courses and recommendations for program deletions to the Chancellor for his/her review and to the Board of Trustees for its review and final approval. Individual degree applicable credit courses offered as part of a permitted educational program shall be approved by the Board. Non-degree applicable credit and degree applicable courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.~~

Furthermore, these procedures shall include:

- appropriate involvement of the faculty and Academic Senate in all processes;
- regular review and justification of programs and course descriptions;
- opportunities for training for persons involved in aspects of curriculum development; and
- consideration of job market and other related information for career and technical education programs.

Pursuant to BP-2100.1, the Board shall rely primarily upon the advice of the Academic Senates regarding appropriate action for curriculum. ~~All courses of instruction and educational programs shall be submitted to the California Community Colleges Chancellor's Office for approval, except as provided in California Code of Regulations.~~

All new programs and program discontinuances shall be approved by the Board of Trustees.

All new programs shall be submitted to the California Community Colleges Chancellor's Office for approval as required.

Individual degree-applicable credit courses offered as part of a permitted educational program shall be approved by the Board. Non-degree-applicable credit and degree-applicable courses that are not part of an existing approved program must satisfy the conditions authorized by Title 5 regulations and shall be approved by the Board.

Revised:	06/26/89	Revised:	05/27/08
Revised:	04/26/99	Revised:	06/17/13
Revised:	05/22/06		

## CREDIT HOUR

Consistent with federal regulations applicable to federal financial aid eligibility, the District shall assess and designate each of its programs as either a “credit hour” program or a “clock hour” program.

The Chancellor or designee will establish procedures which prescribe the definition of “credit hour” consistent with applicable Title 5 and federal regulations, as they apply to community college districts.

The Chancellor or designee shall establish procedures to assure that curriculum at the District complies with the definition of “credit hour” or “clock hour,” where applicable. The Chancellor or designee shall also establish procedure for using a clock-to-credit hour conversion formula to determine whether a credit hour program is eligible for federal financial aid. The conversion formula is used to determine whether such a credit-hour program has an appropriate minimum number of clock hours of instruction for each credit hour it claims.

~~The Academic Senates, in consultation with the curriculum committees, shall regularly monitor college curriculum to assure that it is current and appropriate pursuant to the Program and Course Approval Handbook published by the Chancellor’s Office of the California Community Colleges and job market and other related information for vocational and occupational programs. The Academic Senates shall report to the Board of Trustees annually in February on the currency and appropriateness of curriculum for each program and course under review.~~

~~The colleges shall not offer programs and courses that fail to meet the curriculum standards in the Program and Course Approval Handbook, relevant state laws and regulations, and accreditation standards. If such a failure occurs, the College President shall direct the appropriate faculty to immediately conduct and complete curriculum review and bring the programs and courses into compliance.~~

### *References:*

*Education Code Sections 70901(b), 70902(b) and 78016;*

*Title 5 Sections 51000, 51022, 55100, 55130 and 55150;*

*U.S. Department of Education regulations on the Integrity of Federal Student Financial Aid Programs under Title IV of the Higher Education Act of 1965, as amended.*

*34 Code of Federal Regulations Sections 600.2, 602.24, 603.24, and 668.8;*

*ACCJC Accreditation Standards II.A and II.A.9*

Revised:	06/26/89	Revised:	05/27/08
Revised:	04/26/99	Revised:	06/17/13
Revised:	05/22/06		

**TO:** Board of Trustees

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

**RE:** SOCCCD: Board Policy Revision: BP-134 Decorum, BP- 154 Conflict of Interest, BP-158 Political Activity, BP-1600 Public Communications, BP-2100 Delegation of Authority to the Chancellor, BP-3002 Audits, BP-3003 Fiduciary Responsibilities and Ethics, BP-3115 Conflict of Interest, BP-3207 Drivers for District-Sponsored Activities, BP-3450 Traffic and Parking Regulations, BP-3500 Claims Against the District, BP-4000.9 Conflict of Interest, BP-4009 Drivers for College-Sponsored Activities, BP-4211 Retirement Benefits for Administrators and Classified Management Personnel, BP-5619 Advanced Placement Examination Program

**ACTION:** Review and Study

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### **BACKGROUND**

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

### **STATUS**

Fifteen board policies are presented to the Board of Trustees for review and study. The new language to the board policies was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on October 18, 2018 for review and recommendation to the Chancellor.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the board policies as shown in EXHIBITS A through O.

# BOARD POLICY

134

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## DECORUM

The following will be ruled out of order by the presiding officer:

~~a) Remarks or discussion in public meetings on charges or complaints which the Board has scheduled to consider in closed session.~~

b)a) Profanity, obscenity and other offensive language.

c)b) Physical violence and/or threats of physical violence directed towards any person or property.

In the event that any meeting is willfully interrupted by the actions of one or more persons so as to render the orderly conduct of the meeting unfeasible, the person(s) may be removed from the meeting room.

Speakers who engage in such conduct may be removed from the podium and denied the opportunity to speak to the Board for the duration of the meeting.

Before removal, a warning and a request that the person(s) curtail the disruptive activity will be made by the presiding officer. If the behavior continues, the person(s) may be removed by a vote of the Board, based on a finding that the person is violating this policy, and that such activity is intentional and has substantially impaired the conduct of the meeting.

If order cannot be restored by the removal in accordance with these rules of individuals who are willfully interrupting the meeting, the Board may order the meeting room cleared and may continue in session. The Board shall consider only matters appearing on the agenda. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this rule.

### *Reference:*

*Education Code Section 72121.5;*

*Government Code Section 54954.3 (b)*

Adopted: 8-27-07

Revised: 7-30-18

Page 1 of 1



# BOARD POLICY

154

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## CONFLICT OF INTEREST

Board members shall not be financially interested in any purchase or contract made by the Board or in any purchase or contract they make in their capacity as board members.

A board member shall not be considered to be financially interested in a contract if his/her ~~or her~~ interest is limited to those interests defined as remote under Government Code Section 1091 or is limited to interests defined by Government Code Section 1091.5.

A board member who has a remote interest in any contract considered by the Board shall disclose her/his ~~or her~~ interest during a board meeting and have the disclosure noted in the official board minutes. The board member shall not vote or debate on the matter or attempt to influence any other board member to enter into the contract.

A board member shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his/her ~~or her~~ duties as an officer of the district.

In compliance with law and regulation, the Chancellor shall establish administrative ~~procedures~~ regulations to provide for disclosure of assets or income of board members who may be affected by their official actions, and prevent members from making or participating in the making of board decisions which may foreseeably have a material effect on their financial interest.

Pursuant to ~~The~~ the Political Reform Act (Government Code Sections 81000-91014) and the Conflict of Interest Code, Board members shall file statements of economic interest (Form 700) with the filing officer identified by the administrative ~~procedures~~ regulations.

Board members are encouraged to seek counsel from the District's legal advisor in every case where any question arises.

### *Reference:*

*Government Code Sections 1090, et seq.; 1126; 87200, et seq.;*  
*Title 2, Sections 18730 et seq.*

# BOARD POLICY

158

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## POLITICAL ACTIVITY

Members of the Board of Trustees or any District employee shall not use District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board.

Initiative or referendum measures may be drafted on an area of legitimate interest to the District. The Board may by resolution express the board's position on ballot measures. Public resources may be used only for informational efforts regarding the possible effects of District bond measures or other ballot measures.

### *Reference:*

*Education Code Sections 7054.1; 7056;  
Government Code 8314*

# BOARD POLICY

1600

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

COMMUNITY  
RELATIONS

## PUBLIC COMMUNICATIONS

The public information function is a multi-faceted responsibility to inform the community, promote a positive image and provide accountability to the taxpayers about the district and campuses.

## RELEASE OF INFORMATION

The Board of Trustees authorizes the Chancellor to establish and implement procedures for the issuance of official statements to the media on behalf of district services, Saddleback College Irvine Valley College, and the Advanced Technology & Education Park. Employees are encouraged to refer media representatives to the appropriate public information office. Information related to personnel matters shall be reviewed and authorized by the Office of Human Resources. Information related to student matters shall be reviewed and authorized by the College Vice Presidents for Student Services or designee and shall be in compliance with Board Policy and Administrative Regulation 5615.

## PUBLIC INFORMATION

The Chancellor is responsible for establishing procedures to review external communications, including advertising and marketing, produced for dissemination to the public and students. Those communications must be in compliance with adopted visual identity guidelines, established within district services, Saddleback College, Irvine Valley College, and the Advanced Technology & Education Park.

### Reference:

Government Code Sections 89001 and 89002

Fair Political Practices Commission Regulation 18901.01

# BOARD POLICY

2100

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

ADMINISTRATION

## DELEGATION OF AUTHORITY TO THE CHANCELLOR

The Chancellor is the Chief Executive Officer of the District and supervises the college presidents, vice chancellors, ~~associate vice chancellor~~, and the staff and operation of District Services. The Chancellor is responsible for the implementation of the District Educational and Facilities Master Plans, Board Policies and Regulations, and provides primary leadership in setting and communicating expectations of educational excellence and integrity throughout the District and assures support for the effective operation of the colleges. The Chancellor acts as the liaison between the colleges and the governing board, and provides for the fair distribution of resources, control of expenditures, strategic institutional development, District-wide strategic planning, accreditation, and the long term financial stability of the District and the colleges.

The Board of Trustees has the ultimate responsibility for establishing policies to assure the quality, integrity, and effectiveness of the student learning programs and services and the financial stability of the institution. The Board of Trustees is responsible for selecting and evaluating the Chancellor.

In compliance with the provisions of the Education Code, the Board delegates full responsibility and authority to the Chancellor to implement and administer board policies and conduct the business of the ~~D~~District and educational programs without interference, and holds the Chancellor accountable for the operation of the District. The Chancellor is responsible for hiring and evaluating the college presidents and vice chancellors. The Chancellor delegates full responsibility and authority to the presidents to administer the colleges without interference and holds the presidents accountable for the operation of the colleges as outlined in Board Policy 2101.

In accordance with the provisions of the California Education Code, the Board of Trustees specifically authorizes the Chancellor to perform, but is not limited to, the following functions:

1. To hire academic and classified employees for the ~~D~~District, subject to ratification by the Board.
2. To authorize and direct employees of the ~~D~~District to incur travel expenses, including but not limited to mileage to conduct ~~D~~District business, including conference travel, within the limits and budget requirements.
3. To sign applications and delegate responsibility for BP-3005 Designation of Authorized Signatures for funds and contracts (under \$~~100~~200,000) for the ~~D~~District, subject to ratification by the Board, as noted in board policy. In emergency situations, the Chancellor, Vice Chancellor of Business Services, or Chancellor's designee, may sign contracts over \$~~100~~200,000, subject to ratification. The \$200,000 threshold will be increased upon amendments to California Public Contract Code Section 22000 for public works contracts subject to the California Uniform Public Construction Cost Accounting Act (CUPCAA).

Adopted:	08-24-82	Revised:	11-19-02
Revised:	03-07-88	Revised:	10-24-11
Revised:	04-26-99	Revised:	03-28-16

4. ~~The Board hereby delegates to the Chancellor or his or her designee the authority to~~To accept employee resignations on its behalf at any time. Resignations shall be deemed accepted by the board when accepted in writing by the Chancellor, or his or her designee. If the resignation does not specify an effective date, the Chancellor, or his or her designee shall fix an effective date for the resignation, which shall be within 60 days. When accepted by the Chancellor, or his or her designee, the resignation is final and may not be rescinded. All such resignations shall be forwarded to the Board for ratification at the next regular meeting.
5. To establish and maintain the District's purchasing procedure, according to Public Contract Code and other legal requirements.
6. To partake in legislative actions or retain consultants to partake in legislative actions on behalf of the District. Legislative actions include but are not limited to, supporting or opposing legislative matters; and drafting, introducing, considering, or testifying on legislative matters.

*Reference:*

*Accreditation Standards IV. B; B.1.a; B.1.c B.1.b; B.1.c: B.1.j; B.2; B.3; B.3.a; B.3.b; B.3.c; B.3.d; B.3.e; B.3.f*

*~~Board Policy 2101, Delegation of Authority to the College President~~*

*~~Administrative Regulation 4216, Resignations~~*

*California Education Code, Section 70902, 87032, 81655, 87730, 88201, 81641, 87484*

*California Public Contract Code, Sections 20650*

*~~Board Policy 3200 Contracts~~*

Adopted:	08-24-82	Revised:	11-19-02
Revised:	03-07-88	Revised:	10-24-11
Revised:	04-26-99	Revised:	03-28-16

# BOARD POLICY

# 3002

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## AUDITS

There shall be an annual external audit of all funds, books and accounts of the District in accordance with the regulations of Title 5. The Chancellor or his/her designee shall assure that an annual external audit is completed. The Chancellor or his/her designee shall recommend a certified public accountancy firm to the Board with which to contract for the annual audit. The Chancellor or his/her designee will select a certified public accountancy firm for a term not to exceed five (5) years.

The Board of Trustees will maintain an audit subcommittee whose members shall be assigned annually during the Board's organizational meeting. The Board Audit Committee shall meet twice each year with the independent auditor to discuss the plan and timing of the upcoming audit as well as the draft audit report at the end of the audit and will have an opportunity to confer with the independent auditor prior to the final audit being presented to the Governing Board.

### *Reference:*

*Education Code Section 84040(b)*  
*Title 5, Sections 59102, 59106*  
*ACCJC Accreditation Standard III.D.7*

Adopted: 09-29-03  
Revised: 04-28-08  
Revised: 03-26-18

Page 1 of 1

# BOARD POLICY

3003

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## FIDUCIARY RESPONSIBILITIES AND ETHICS

An employee shall not have any participation in the recommendation of any purchase or contract made by the District or of any facilities usage granted by the District in which an employee has a financial interest as defined in Administrative Regulation 4001 or in which the employee is related to or living in the same household as the entity being purchased from, contracted with or granted usage of the District facilities. An employee shall not be deemed to be financially interested in a contract if he or she has only a remote interest in the contract. Remote interests are specified in Government Code Section 1091(b).

An employee shall not engage in any employment or activity that is inconsistent with, incompatible with, in conflict with or inimical to his or her duties.

Employees shall not accept from any single source in any calendar year any gifts in excess of the prevailing gift limitation specified in law. The limitation on gifts does not apply to wedding gifts and gifts exchanged between individuals on birthdays, holidays and other similar occasions, provided that the gifts exchanged are not substantially disproportionate in value. Gifts of travel and related lodging and subsistence shall be subject to the limitations except as described in Government Code Section 89506. A gift of travel does not include travel provided by the District.

### *Reference:*

*Government Code Sections 1090, et. Seq. ~~1(b)~~, 89506*

# ~~BOARD POLICY~~

~~3115~~

~~SOUTH ORANGE COUNTY~~

~~BUSINESS~~

~~COMMUNITY COLLEGE DISTRICT~~

## ~~CONFLICT OF INTEREST~~

~~The Chancellor shall establish procedures for filing of statements of economic interest (Form 700) for designated employees, with the filing officer as identified by the administrative procedure. The Chancellor shall ensure compliance with the requirements of Title 2, The Political Reform Act and the Conflict of Interest Code.~~

### *Reference:*

~~—Government Code Sections 87103(e), 87300-87302, 89501, 89502 and 89503;~~

~~—Title 2, Sections 18730 et seq.~~



# BOARD POLICY

3207

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## DRIVERS FOR DISTRICT-SPONSORED ACTIVITIES

The South Orange County Community College District and Board of Trustees want to ensure the safety of faculty, staff, students and community members when attending activities sponsored on behalf of the District. Transportation for District-sponsored activities shall be provided consistent with state law, board policy, and administrative procedures as established by the Chancellor.

Only those employees, students and volunteers who meet the minimum standards established by the District and have been approved pursuant to District regulations, shall be allowed to drive vehicles owned by, leased by or rented by the District. Private vehicles must meet all the same requirements of District vehicles. The Chancellor or designee shall establish regulations to insure all District and Department of Motor Vehicle (DMV) provisions are covered.

District-sponsored activities for the purpose of this policy is defined as any activity such as tours, field trips, events, conferences, athletic events, clinics, programs, etc. on or off District premises that is planned, aided, and authorized by a college or District administrator or manager. All District-sponsored activities involving students shall require supervision of a District employee deemed “supervisor”. Unsupervised student activities, assignments, extra credit work, and/or homework, as well as, study abroad, do not constitute District-sponsored activities for the purposes of this policy.

### References:

Education Code Section 82305.6 Transportation

California Code of Regulations, Title 13, Division 1 Motor Vehicles, Chapter 1 DMV

California Dept. of Motor Vehicles Commercial Driver Handbook (2017-2018)

California Dept. of Motor Vehicles online resources: [www.dmv.ca.gov/](http://www.dmv.ca.gov/)

41 U.S. Code 5151, Federal Drug-Free Workplace Act of 1988

California Vehicle Code Section 233 & 15278

California Public Contracting Code 10326.1

# BOARD POLICY

3450

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## TRAFFIC AND PARKING REGULATIONS

Traffic and parking regulations are developed at the college level, ~~and recommended by~~ to the Chancellor, ~~approved by the Board of Trustees, and made available through publications and college websites.~~ These regulations ~~will be relatively~~ shall be consistent on all campuses and sites to accommodate those students attending classes at more than one location. Parking fees may be established.

The Board of Trustees authorizes Saddleback College and Irvine Valley College Police Departments ~~(formerly known as Department of Safety and Security)~~ to issue traffic and parking citations within the boundaries of District properties. Both Saddleback College and Irvine Valley College shall offer a delinquent parking citation payment plan consistent with laws and regulations.

### *Reference:*

*California Education Code Sections* 67301 and 76360

*California Vehicle Code Sections* 4000.1, 4760, 21107.8, 21113, 26708(b)(3), 40215, 40220, 42001

*California Penal Code Section* 118

Adopted:	03-28-77	Revised:	10-21-80	Revised:	09-29-03
Revised:	08-28-78	Revised:	05-23-88	Revised:	12-06-10
Revised:	02-13-79	Revised:	11-14-94	Revised:	05-16-16
Revised:	06-09-80	Revised:	04-26-99		

# BOARD POLICY

# 3500

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## CLAIMS AGAINST THE DISTRICT

Any claims against the District for money or damages, which are not governed by any other statutes or regulations expressly relating thereto, shall be presented and acted upon in accordance with ~~Title I, Division 3.6, Part 3, Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of the California Government Code~~ applicable codes, rules and regulations.

Claims must be presented according to this policy and related ~~procedures~~ regulations as a prerequisite to filing suit against the District.

Claims that are subject to the requirements of this policy include, but are not limited to, the following:

- Claims by public entities: claims by the state or by a state department or agency or by another public entity.
- Claims for fees, wages and allowances: claims for fees, salaries or wages, mileages, or other expenses and allowances.
- ~~Lawsuits or other types of legal process shall be served to the Chancellor or his/her designee.~~

Claims, lawsuits, subpoenas, and/or other types of legal process for the District shall be served to South Orange County Community College District, Office of Risk Management, Attention: District Risk Manager.

The District designates the Vice Chancellor of Business Services or designee as the person authorized to reject and/or provide notice of its insufficiency for claims filed with the Board of Trustees and to settle claims up to the amount authorized in Board Policy 2100.

~~[See Administrative Regulation 3500—Claim Procedures]~~

### *Reference:*

*Education Code section 72502;*

*Government Code Sections 900 et seq. 910, 935.2, and 935.4*

Adopted: 2-24-76  
 Revised: 5-23-88  
 Revised: 10-18-93  
 Revised: 4-26-99  
 Revised: 9-29-03  
 Revised: 10-27-08

# BOARD POLICY

4000.9

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## CONFLICT OF INTEREST

The Chancellor shall establish procedures for filing of statements of economic interest (Form 700) for designated employees, with the filing officer as identified by the administrative regulation. The Chancellor shall ensure compliance with the requirements of Title 2, the Political Reform Act and the Conflict of Interest Code.

### *Reference:*

*Government Code Sections 87103(e), 87300-87302, 89501, 89502 and 89503;  
Title 2, Sections 18730 et seq.*

# BOARD POLICY

4009

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

PERSONNEL

## ~~DRIVERS FOR COLLEGE SPONSORED ACTIVITIES~~

### DELETE – New board policy BP-3207 Drivers for District-Sponsored Activities

~~Only those employees, student and volunteers who meet the minimum standards established by the District and have been approved pursuant to District regulations, shall be allowed to drive vehicles owned by, leased by or rented by the District. Private vehicles must meet all the same requirements of District vehicles. The Chancellor or designee shall establish regulations to insure all District and DMV provisions are covered.~~

Adopted: 4-13-70  
Revised: 10-08-73  
Revised: 4-10-89  
Revised: 2-28-94  
Revised: 12-04-95  
Technical Update: 4-26-99  
Revised: 12-06-10

# BOARD POLICY

# 4211

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## RETIREMENT BENEFITS FOR ADMINISTRATORS AND CLASSIFIED MANAGEMENT PERSONNEL

### I. Medical, Dental, and Vision Benefits

- A. Medical, dental, and vision benefits in effect in the District at the time of retirement of an administrator or, classified management employee shall continue in effect upon the employee's retirement for those employees who have been employed full-time by the District for ten (10) years immediately preceding the date of retirement and who concurrently retire from either STRS and/or PERS.

1. Medical, dental, and vision benefits shall continue in effect for the retiree and eligible dependents until the retiree is sixty-five (65) years old.

If at age sixty-five (65) the retiree is eligible for Medicare benefits (Parts A and B), the District will provide supplemental medical coverage to Medicare for the retiree only.

2. If at age sixty-five (65) the retiree is not eligible for Medicare benefits, the District obligation to the retiree shall be terminated (i.e., the District shall not pay for any medical, dental or vision insurance for the retired employee nor provide any supplemental coverage).

Adopted: 3-23-81  
Revised: 9-14-81  
Revised: 4-10-89  
Revised: 4-26-99  
Revised: 5-24-04  
Revised: 1-31-05  
Revised: 8-29-11

# BOARD POLICY

**5619**

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## ADVANCED PLACEMENT EXAMINATION PROGRAM

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.

Revised: 5-15-89  
Technical Update: 4-26-99  
Revised: 2-28-11  
Reviewed:

**TO:** Board of Trustees

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

**RE:** SOCCCD: Academic Employees and Classified Administrators  
Personnel Actions – Regular Items

**ACTION:** Ratification

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**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the academic employees and classified administrators' personnel actions as shown in Exhibit A, Exhibit B and Exhibit C.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL  
ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Chandler, Timothy	MA/Music	Music/SC	2	01/14/19
Dearing, Mark	PhD/Education	Tutor/SC	5	08/20/18
Henel, Sylvia	PhD/East Asian Languages	Adult ESL/IVC	5	08/20/18
Hu, Yanan	MA/Music	Music/IVC	2	08/20/18
<sup>1</sup> Scott, Gordon	MA/Coaching	Kinesiology/IVC	2	08/20/18

**B. ADDITIONAL COMPENSATION: GENERAL FUND**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Boone, Rick	Curriculum Chair	\$2,732.00	08/20/18-12/19/18
Carnie, Henry	Curriculum Review Lead	\$5,464.00	08/20/18-12/19/18
Pastrana, Ruby	Early College Facilitator 1	\$100.00	08/20/18-12/19/18
Rybold, Gary	Chair, Communication Arts	\$3,073.50	08/20/18-12/19/18
Virzi, Susan	ECP Facilitation 5	\$100.00	01/09/18-05/24/18
Webber, Jonathan	Early College Facilitator 3	\$100.00	08/20/18-12/19/18

**Total for Month: General Fund/IVC** **\$11,569.50**  
**2018-2019 IVC FISCAL YEAR TOTAL TO DATE** **\$199,614.42**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Tabibzadeh, Kiana	Summer Prep. Work	\$4,098.00	05/29/18-08/12/18

**Total for Month: General Fund/Saddleback College** **\$4,098.00**  
**2018-2019 SC FISCAL YEAR TOTAL TO DATE** **\$150,547.67**

<sup>1</sup> Current NBU Employee, Coaching Aide, Irvine Valley College

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Beasley, James	ESL Assessment Reader (SSSP)	\$164.64	05/29/18-08/12/18
Bobrick, Alexis	WR 399 Participant	\$823.20	08/10/18-12/11/18
Bradley, Michael	WR 302 Training	\$576.24	05/29/18-08/11/18
Carnie, Henry	Support ELEVATE AAPI @ IVC 2	\$500.00	08/20/18-12/19/18
Castroconde, Miriam	Math Multiple Measures Workgroup	\$2,049.00	08/20/18-12/19/18
Cayanan, Nathan	Support ELEVATE AAPI @ IVC 1	\$500.00	08/20/18-12/19/18
Chatkupt, Terry	ELEVATE AAPI@IVC Project Sup. 1	\$500.00	08/20/18-12/19/18
Clarke, Kristy	Biotech Planning Retreat	\$823.20	05/29/18-08/10/18
Collins, Rachael	WR 399 Participant	\$288.12	01/05/18-01/05/18
Dieu, Jasmine	Support ELEVATE AAPI @ IVC 4	\$500.00	08/20/18-12/19/18
Erbas-White, Ilknur	Math 10 Coreq Coordinator (BST)	\$2,732.00	05/29/18-08/11/18
Erbas-White, Ilknur	Math 10 Coreq Coordinator (BST)	\$2,732.00	08/20/18-12/19/18
Evans, Julie	WR 302 Training	\$576.24	05/29/18-08/11/18
Galloway, Lisa	WR 399 Participant	\$288.12	01/05/18-01/05/18
Garcia, Jennifer	ESL Assessment Reader (SSSP)	\$493.92	05/29/18-08/12/18
Granillo, Christine	WR 399 Participant	\$823.20	08/20/18-12/11/18
Henmi, Judy	DSP&S Faculty Coordinator	\$3,442.00	08/20/18-12/19/18
Hernandez, Angel	Coordinator, BSI Projects	\$2,732.00	08/20/18-12/11/18
Holbrook, Taylor	WR 302 Training	\$288.12	05/29/18-08/11/18
Huber, Kenn	Math Multiple Measures Workgroup	\$2,049.00	08/20/18-12/19/18
Huggett, Danelle	Curriculum Director, WR399 Project	\$1,337.70	08/20/18-12/19/18
Jaquibino, Alicia	ESL Assessment Reader (SSSP)	\$164.64	05/29/18-08/12/18
Johnson, Jeff	WR 302 Training	\$576.24	05/29/18-08/11/18
Johnson, Shauna	WR 399 Participant	\$658.56	07/01/17-08/12/17
Johnson, Shauna	WR 399 Participant	\$823.20	08/10/18-12/11/18
Kaiser, Carling	WR 399 Participant	\$658.56	07/01/17-08/12/17
Kaiser, Carling	WR 399 Participant	\$823.20	08/20/18-12/11/18
Kaminsky, Rebecca	Crs, Coordinator WR 399 Project	\$2,263.80	08/20/18-12/11/18
Kussoy, Carolina	CTE Committee Faculty Co-Chair 1	\$2,732.00	08/20/18-12/19/18
Licitra, John	ESL Multiple Measures Workgroup	\$2,049.00	08/20/18-12/19/18
Liu, Emily	WR 302 Training	\$576.24	05/29/18-08/11/18
Liu, Emily	Eng. Multiple Measures Workgroup	\$2,049.00	08/20/18-12/19/18
Mackenzie, Emalee	Biotech Planning Retreat	\$823.20	05/29/18-08/10/18
Mackenzie, Emalee	SWP Biotech Regional Coord.	\$2,058.00	08/20/18-12/19/18
Marquez, Vanessa	Math Multiple Measures Workgroup	\$1,366.00	08/20/18-12/19/18
Meyer, Kurt	WR 399 Participant	\$823.20	08/20/18-12/11/18
Monte, Brent	Math Multiple Measures Workgroup	\$2,049.00	08/20/18-12/19/18
Morris, April	GAP4+1 Program Director	\$6,830.00	08/20/18-12/19/18
Nguyen, Pierre	Support ELEVATE AAPI @ IVC 3	\$500.00	08/20/18-12/19/18
Nguyen, Tuan	Teacher Education Pathway Program	\$1,975.68	08/20/18-12/19/18
Nguyen, Tuan	Math Multiple Measures Workgroup	\$1,366.00	08/20/18-12/19/18
Noone, Kristin	WR 302 Training	\$576.24	05/29/18-08/11/18

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND – Cont.**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Ozima, Megan	WR 302 Training	\$576.24	05/29/18-08/11/18
Perlman, Randi	ESL Assessment Reader (SSSP)	\$411.60	05/29/18-08/12/18
Pham, Lan	Math Basic Skills Redesign Coord.	\$4,098.00	08/20/18-12/19/18
Ponzillo, Gizelle	Coordinator, ESL Supplemental Inst.	\$1,029.00	12/20/18-01/11/19
Ponzillo, Gizelle	ESL Assessment Reader (SSSP)	\$411.60	05/29/18-08/12/18
Ponzillo, Gizelle	Coordinator, ESL Supplemental Inst.	\$1,481.76	08/20/18-12/19/18
Powell, Laura	AB705 Workshop 9/7/18 (BST)	\$61.74	09/07/18-09/07/18
Schelden, Peter	WR 399 Participant	\$288.12	01/05/18-01/05/18
Scherger, Deanna	Eng. Multiple Measures Workgroup	\$2,049.00	08/20/18-12/19/18
Scherger, Deanna	WR Coreq Co-Coordinator (BST)	\$2,049.00	08/20/18-12/19/18
Serpas, Summer	Eng. Multiple Measures Workgroup	\$2,049.00	08/20/18-12/19/18
Sosa, Christie	WR 399 Participant	\$823.20	08/20/18-12/11/18
Sosa, Christie	WR 399 Participant	\$288.12	01/05/18-01/05/18
Stephenson, Gabrielle	Math 310 Training (BST)	\$61.74	08/13/17-08/13/17
Vang, Burlee	WR 302 Training	\$576.24	05/29/18-08/11/18
Vaught, Karen	WR 399 Participant	\$823.20	08/10/18-12/11/18
Vaught, Karen	AB705 Workshop 9/7/18 (BST)	\$61.74	09/07/18-09/07/18
Vernazza, Daniel	WR 302 Training	\$576.24	05/29/18-08/11/18
Wankier, Alisa	WR 302 Training	\$576.24	05/29/18-08/11/18
Warner, Brent	ESL Assessment Reader (SSSP)	\$82.32	05/29/18-08/12/18
Warner, Brent	ESL Multiple Measures Workgroup	\$2,049.00	08/20/18-12/19/18
Williams, Sherry	Curriculum Dir. WR399 Proj.	\$1,337.70	08/20/18-12/19/18
Williams, Sherry	WR 399 Participant	\$658.56	07/01/17-08/12/17
Williams, Sherry	WR 399 Participant	\$823.20	01/16/18-05/23/18
Williams, Sherry	Curriculum Dir. WR399 Proj.	\$1,029.00	05/29/18-08/12/18
Wilson, Jeff	ESL Assessment Reader (SSSP)	\$82.32	05/29/18-08/12/18
Wilson, Jeff	ESL Multiple Measures Workgroup	\$2,049.00	08/20/18-12/19/18
Wood, Robert	WR 302 Training	\$576.24	05/29/18-08/11/18

**Total for Month: Non-General Fund/Irvine Valley College   \$82,939.58**  
**2018-2019 IVC FISCAL YEAR TOTAL TO DATE               \$211,033.54**

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND – Cont.**

- It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Bennett, Michael	Coordinator, KNEA Program	\$6,832.56	01/14/19-05/22/19
Branch-Stewart, Kim	HRSA Grant Manager	\$2,469.60	07/01/18-08/31/18
Gonzalez, Frank	National Science Foundation	\$1,614.88	08/20/18-09/30/18
Hoida Mulholland, Bridget	LVLUP Eng. Effective Comm. Wksp	\$493.92	09/14/18-10/12/18
Nelson, Terence	Support for V-CAT Innovation	\$3,087.00	08/20/18-12/16/18
Weaver, Chris	LVLUP Eng Effect. Comm.W/shop	\$102.90	09/14/18-09/14/18
Zoval, Jim	National Science Foundation	\$5,844.28	08/20/18-09/30/18

**Total for Month: Non-General Fund/Saddleback College                      \$20,445.14**  
**2018-2019 SADDLEBACK FISCAL YEAR TOTAL TO DATE    \$133,544.38**

**D. WORKLOAD BANKING**

- SCOTT, DANIEL, ID #16995, Accounting/Business Management Instructor, Pos. #P0003973, School of Social and Behavioral Sciences, Irvine Valley College, is requesting a banked workload leave for the Spring Semester 2019, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018, in compliance with the Workload Banking Program.

**E. APPROVAL FOR REVISION TO JOB DESCRIPTION – DEAN OF ENROLLMENT SERVICES (Saddleback and Irvine Valley College)**

- Request of approval to consolidate Job Description for the DEAN OF ENROLLMENT SERVICES – Range 22 currently occupied by Arleen Elseroad, ID# 16296, Position # P0004609 at Irvine Valley College and Christian Alvarado, ID# 18075, Position # P0004608 at Saddleback College. (Exhibit A, Page 6)

**F. APPROVAL OF CONTRACT OF EMPLOYMENT FOR DEAN OF WELLNESS, SOCIAL SERVICES AND CHILD DEVELOPMENT CENTER, AN ACADEMIC ADMINISTRATOR**

- HARRIS-CALDWELL, JEANNE ID# 13872 is employed as Dean of Wellness, Social Services and Child Development Center, Pos. #P0014203, Office of Student Services, Saddleback College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 22, Step 7, 40 hours per week, 12 months per year, contract signed on September 26, 2018, effective August 1, 2018 through June 30, 2020 (to be extended as needed). This is a permanent position approved by the Chancellor on July 9, 2018. (Please see Exhibit B)

**G. APPROVAL OF CONTRACT OF EMPLOYMENT FOR ASSISTANT DEAN OF FINANCIAL AID AND STUDENT SUPPORT SERVICES, A CLASSIFIED ADMINISTRATOR**

2. LIRA, KEN ID# 20830 is employed as Assistant Dean, Financial Aid and Student Support Services, Pos, #P0004998, Student Services, Irvine Valley College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 20, Step 5, 40 hours per week, 12 months per year, effective August 10, 2018 through June 30, 2020 (to be extended as needed). This is a permanent position approved by the Board of Trustees on November 25, 2013. (Please see Exhibit C)

**H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

1. ELSEROAD, ARLEEN, ID# 16296, Position #P0004609, Student Services, Irvine Valley College, retirement effective December 29, 2018. Payment is authorized for any compensated time off. (Start date: April 01, 2011).

**DEAN OF ENROLLMENT SERVICES**  
Academic Classified Administrator Manager Salary Schedule Range 22  
(Academic Administration)

**DEFINITION**

To provide leadership for the enrollment services and international department of the Student Services Division of a community college; provide administration, supervision, management, and evaluation of the activities of Enrollment Services, such as admissions, records, matriculation, financial assistance and scholarship office, student information, and enrollment functions, including application and enrollment processes for US and foreign students, student attendance accounting, collection of grades, awarding of all degrees and certificates; plan and direct the development and organization of the division's goals and objectives; and plan, organize, schedule and direct the development, improvement and operation of enrollment services' programs and services; and serve as custodian of student academic records, ensuring their timely, accurate and legal maintenance, storage, retrieval and release. Responsible for developing student learning outcomes and completion of the program reviews.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

**DISTINGUISHING CHARACTERISTICS**

This Dean is responsible for the interpretation of all legal and regulatory provisions, ensuring conformance to all applicable federal mandates, state laws including the Education Code, Title 5 regulations and District policies; and is charged by the Board of Trustees with the satisfactory implementation of Board policy and applicable District or College procedures.

**SUPERVISION RECEIVED AND EXERCISED**

Receives general direction from the Vice President for Student Services or designee of the President.

Exercises functional and technical supervision over assigned supervisory, professional, technical and support personnel, including the Director of Financial Aid, Director of Outreach and Recruitment, Director of International Student Program, the Registrar and others as assigned.

**EXAMPLES OF DUTIES** - Duties may include, but are not limited to, the following:

Provide leadership in the administration of the Enrollment Services Division of Student Services, including personnel management, in accordance with laws, regulations, District policy and collective bargaining agreements; participate and show leadership in strategic planning and shared governance committees; direct and evaluate the programs and services assigned to the division, which may include, but is not limited to: admissions, records, matriculation and international student department.

Formulate and develop long and short-range goals, student learning outcomes and strategic plans, including staffing, facilities, curriculum and educational philosophy; assure consistency of plans with other college and District plans; prepare long-range plans and statements of goals and objectives; and assess effectiveness, accomplishments, and future needs of all areas of responsibility by reviewing and completing annual and comprehensive program reviews.

Supervise, plan, develop, organize, coordinate, direct and evaluate admissions, records and enrollment programs, services, operations, activities and staff including the application, admission and enrollment processes for U.S. and international students; dual enrollment of K-12 students, student attendance accounting; collection of grades; awarding of all degrees and certificates and ensuring the legal maintenance and release of student records; ensure that appropriate methods and procedures are developed, modified and implemented to optimize efficient and effective delivery of services to students; serve as custodian of student academic records, ensuring their legal maintenance and release. Implement usage of the latest technologies to ensure the most proficient work product.

Ensure the timely and accurate planning, development, coordination, management and evaluation of other related operations and program activities, including admission, residency reclassification, registration, transcript evaluation, grade reporting, transcript evaluation utilizing automated degree audit, grade point average (GPA) calculation, and graduation; compile, analyze and report data related to program participation and evaluation; develop organizational structures and work processes which facilitate attainment of established program goals and objectives.

Supervise, plan, develop, organize, coordinate, direct and evaluate all aspects of the International Student Department; ensure the timely and accurate evaluation of international student college applications; ensure the accurate determination of legal college and Immigration and Naturalization Service (INS) eligibility; ensure the certification of eligibility and approval of College admission; ensure that the approved local (INS) official issues proper documents, such as I-20s, required for international student visas in accordance with INS regulations; ensure the management of the extensive, complex international student tracking system for the INS and the US State Department. Ensure proper maintenance of SEVIS reporting, Supervise, development and evaluate plans for effective recruitment of international students, which may include, but is not limited to, memorandums of understanding with international educational agencies or organizations, international travel, advertising which may be print, online, or social media.

Dependent on College campus needs, supervise, plan, develop, organize, coordinate, direct and evaluate all aspects of the matriculation process, ensuring the timely and accurate dissemination of assessment information and compliance with pertinent requirements of Title 5 and Education Code related to matriculation; prepare and coordinate submission of reports as required to the California Community College Chancellor's office.

Meet with potential or enrolled students regarding grade, curriculum or equivalency challenges, appeals on actions taken during the general petition process, issues with US and international student compliance with federal laws and College policies or other requests; research, review, evaluate, determine and adjudicate issues, petitions and other challenges based on State and federal law, District board policy, the College catalog and student records; assist the Vice President for Student Services in the resolution of student and other concerns as needed.

Develop, prepare, submit, administer, monitor and review annual program budgets for assigned areas, including annual budget requests for equipment, supplies and personnel; direct the acquisition, maintenance and use of equipment; and maintain an equipment-replacement plan; direct the maintenance of adequate records and controls to assure that expenditures and operations remain within established budget limitations; monitor and approve purchase requisitions and prepare agenda items for Board approval as needed.

Manage assigned facilities and approve all usage; direct the preparation and maintenance of detailed and comprehensive reports, records and files regarding assigned personnel, facilities and activities.

Participate in the selection of new personnel in accordance with various District policies and legal requirements; train, supervise and evaluate the performance of assigned professional, technical and support personnel in keeping with the policies of the Board of Trustees and administrative procedures; delegate and review assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work, visit assigned work sites and observe and evaluate methods and effectiveness.

Organize, attend or chair a variety of administrative and staff meetings related to strategic planning, budget, area of assignment, advisory committees and other activities; participate in collegial consultation, shared governance and appropriate advisory committee meetings, task forces or work groups.

Organize, attend or chair campus and District committees; represent the District in local, regional and statewide meetings and committees; attend workshops and professional conferences related to the planning and development of Enrollment Services programs and services; interface with the community and external agencies in all matters of community relations and meet with representatives of local, State and federal agency and government representatives as needed.

Make oral presentations to students, parents, counselors and professional colleagues at various gatherings; conduct workshops on and off campus to provide specialized information regarding admissions, records and enrollment and related student services; ensure the timely and accurate development, production and distribution of printed or digital materials to publicize enrollment and registration opportunities for students.

Maintain current knowledge of the regulations, policies and application requirements and eligibility criteria for admissions, records, and enrollment programs, international students, and matriculation; ensure compliance and provide College leaders with information and interpretation of District policy, administrative regulations and local, State and federal statutes, including the California Education Code, Title 5, relevant court decisions and legal opinions affecting the Office of Admissions, Records and Enrollment, International Students, and Assessment.

Review and certify the accuracy of data concerning program participation; monitor and ensure the accuracy of data related to areas of responsibility; prepare and submit a variety of statistical and narrative reports concerning enrollment, class rosters, closed classes and related data; prepare budget reports, annual recap data and special reports, proposals, recommendations and other materials as requested; coordinate and respond to periodic audits.

Accept, review, interpret and act upon requests for incoming and outgoing transcripts and other student record information; certify official information related to student grades, status and enrollment; disseminate, receive, review, maintain and submit instructor records related to attendance and grades; manage review processing and awarding of certificates, diplomas and transfer certifications for students.

Dependent on College campus needs, plan, organize, coordinate, direct and oversee the operation and staff of the Student Information Center; ensure that prospective and current students are assisted with locating general and specific information regarding college programs and services; ensure that services and equipment are available to assist students in applying for admission, registering for classes, and adding/dropping courses.



Communicate with other student services program personnel, District administrators and support personnel, representatives of State and federal agencies, educational institutions, social service organizations, counselors and others to coordinate programs and activities and improve delivery of services.

Direct, oversee, review, monitor and evaluate assigned grants, ensuring that implementation and management are according to grant guidelines and that grant budgets are developed and maintained according to legal requirements and district procedures.

Create a positive campus climate that fosters innovation for improvement of programs and services in development for programs and services in assigned areas; work with the community and other educational institutions regarding Enrollment Services; contribute to the development and implementation of a coordinated outreach, marketing and public relations process and plans for assigned programs and services.

Work collaboratively and develop partnerships/agreements with advisory boards, professional associations, K-12 and transfer institutions, business and industry; cultivate and promote positive and substantive relationships with local business and industry; serve as a leader of and advocate for the College within the community.

Maintain current knowledge of methods and new technologies pertinent to areas of assignment; monitor legislation, new State Education Code regulations and other State guidelines to determine program impact.

Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.

Participate in the development and enhancement of the Student Information System (SIS); provide expertise regarding the needs of students, faculty and staff; identify, develop and recommend system improvements and report deficiencies to technical personnel for resolution.  
Perform related duties as assigned.

## QUALIFICATIONS

### EDUCATION AND EXPERIENCE GUIDELINES

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### Education:

A Master's degree from an accredited college or university with emphasis on a discipline within the Student Services division. An earned doctorate from an accredited college or university is preferred.

#### Experience:

At least four years of increasingly responsible student support services experience, including two years of program management and budgeting experience, at least two years of supervisory experience and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged, and ethnic backgrounds of community college students.

Desirable Experience:

Administrative leadership experience in the development, organization, and management of two or more student services programs, such as but not limited to or all inclusive of, Admissions and Records, International Students programs and services, Matriculation, Student International Center; evidence of an understanding of and experience with the principles of participatory governance; evidence of experience in presenting summary analytical reports about enrollment trends, FTE'S trends and fluctuations, accreditation reports, cost/benefit analyses, among other reports; experience in budget development and management at department levels; and the ability to develop and implement technology-based solutions to student services issues.

Additional years of experience in program management, budgeting, and supervision preferred.

Knowledge of:

Applicable District and College policies, administrative regulations, practices and procedures related to area of assignment.

Local, State and Federal laws, and codes and regulations applicable to area of assignment.

District and college organization, operations and objectives.

Community College degree, certificate and transfer requirements.

Community relations and external resource development.

Computer information systems, operations and applications to the admissions, records and enrollment within the

student data management system and system and software applications related to area of assignment.

Correct English composition, grammar, spelling and vocabulary. Interpersonal skills including tact, patience and diplomacy.

Oral and written communication skills.

Organizational and management practices, including planning and organizational skills as applied to area of assignment.

Practices and procedures of maintaining student records according to legal requirements.

Principles and practices of leadership and administration, including organization, budget preparation and administration and grant writing.

Principles and practices of strategic planning, institutional research and alternative funding for public agencies.

Principles and practices public administration, including analysis and evaluation of programs and operational needs.

Principles of training, supervision and performance evaluation. Statistical record-keeping and reporting.

Ability to:

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations.

Assist in forecasting current and future needs and costs affecting area of assignment.

Assist in the development and implementation of technology-based solutions to student services issues. Collect, compile and analyze data.

Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.

Demonstrate leadership, management, supervisory, and team-building skills.

Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.

Demonstrate strong and effective writing, editing and verbal communication skills.

Develop, prepare and administer program and project budgets.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Ensure the confidential maintenance and storage of inter-related and intra-related complex records.

Ensure the timely and accurate reporting of data related to enrollment, admissions, budget, and student attendance and other areas of assignment.

Establish and maintain cooperative and effective working relationships with those contacted in the course of work.

Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.

Facilitate and coordinate the activities of large groups for the purpose of institutional planning.

Interpret, apply and explain applicable District policies and procedures and Local, State and Federal laws and regulations.

Operate computer/applications software, including database management, spreadsheet, word processing and software related to area of assignment.

Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.

Plan, organize, design and produce effective and extensive fact supported written reports, proposals, position papers, recommendations, research and other formal documents.

Plan, determine priorities, organize and coordinate assigned activities in a manner conducive to full performance and high morale; evaluate results and outcomes

Plan, organize and execute effective oral presentations, supported by sophisticated multi-media programs for large audiences.

Plan, organize, coordinate, manage and expedite projects related to assignment.

Prepare comprehensive oral and written reports and recommendations according to legal requirements.

Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Train and provide supervision and work direction to others as assigned.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Work effectively with diverse individuals and groups including, but not limited to, race, ethnicity, physical ability, religion and sexual orientation to achieve common goals including student recruitment and retention.

Work independently with little direction in a multi-project, fast-paced environment while meeting concurrent deadlines and exercise initiative.

#### WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

##### Work Environment

Standard office setting. Duties are performed primarily in an office environment while sitting at a desk or computer workstation. An incumbent also visits other work sites and is subject to contact with others including students, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

##### Physical Demands

Incumbents regularly sit for long periods, walk short distances on a regular basis, travel to various locations to visit instructional sites, attend meetings and conduct work; use hands and fingers to operate a computer keyboard or other office machines; reach with hands and arms, speak clearly and distinctly to answer telephones and to provide information; see to read fine print and operate computer; hear and understand voices over telephone and in person; and lift, carry, and/or move objects weighing up to 10 pounds.



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT FOR  
DEAN OF WELLNESS, SOCIAL SERVICES AND  
CHILD DEVELOPMENT CENTER AT  
SADDLEBACK COLLEGE**

**BETWEEN**

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
JEANNE HARRIS-CALDWELL**

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THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 30<sup>th</sup> day of July, 2018, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Dr. Jeanne Harris-Caldwell (hereinafter "Dr. Harris-Caldwell").

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Dean of Wellness, Social Services and Child Development Center. Dr. Harris-Caldwell is hereby employed for a period of time commencing on August 1, 2018, and ending on June 30, 2020, as the Dean of Wellness, Social Services and Child Development Center at the District's Saddleback College campus. Dean of Wellness, Social Services and Child Development Center is an academic employee as defined in Education Code Section 87001(a), and an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Harris-Caldwell shall perform all of the powers and duties of the position of Dean of Wellness, Social Services and Child Development Center at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Harris-Caldwell may be transferred or assigned to any duties or positions for which she possesses the minimum qualifications required by law. However, reassignment pursuant to this Section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. Salary. Salary paid to the Dean of Wellness, Social Services and Child Development Center shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 7, \$198,360 per annum, with future increases according to the salary schedule. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the Dean of Wellness, Social Services and Child Development Center' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Harris-Caldwell shall be required to render 12 months of full and regular service (approximately 243 days, depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor. Dr. Harris-Caldwell shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Harris-Caldwell shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Dr. Harris-Caldwell may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Harris-Caldwell reaches this maximum amount she will cease to accrue additional vacation benefits until her balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Harris-Caldwell shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the Vice President for Student Services.

6. Performance Evaluations.

6.1 The Vice President for Student Services will provide Dr. Harris-Caldwell with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Student Services will set Dr. Harris-Caldwell's goals for each 12-month period by June 20. Dr. Harris-Caldwell's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President for Student Services by June 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Harris-Caldwell as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Dr. Harris-Caldwell in the performance of the duties of Dean of Wellness, Social Services and Child Development Center.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Harris-Caldwell for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Harris-Caldwell with a monthly stipend of \$250 to cover use of a personal automobile within Orange County.

8. Fringe Benefits The District shall provide to Dr. Harris-Caldwell, her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, and vision insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Dr. Harris-Caldwell, her spouse, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Non-renewal of this Agreement shall be in accordance with Education Code section 72411. However, no later than December 31, 2019, or no later than December 31<sup>st</sup> of any final year of any extension of this contract, the Board shall advise Dr. Harris-Caldwell in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Dr. Harris-Caldwell, this Agreement will terminate effective at the close of business on June 30, 2020. If Dr. Harris-Caldwell has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy and a position is available, then the Dean of Wellness, Social Services and Child Development Center may have the right to return to a faculty position upon the expiration of this Agreement, provided this Agreement has not been terminated for any of the causes enumerated in Education Code Section 87732 and provided that Dr. Caldwell-Harris has met the requirements of Education Code Section 87458 and District Policy. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, a position is not available, or if Dr. Caldwell-Harris does not otherwise qualify for retreat rights pursuant to Education Code Section 87458 and District Policy, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for three additional years under the same terms and conditions as are set forth herein.

9.3 This Agreement may be terminated by the Board prior to its expiration. Prior to exercising its right to early termination of this Agreement, the Board, the Chancellor, or designee, shall provide the Dean of Wellness, Social Services and Child Development Center with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code Section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code Sections 87660 et. seq. and Sections 87732 et. seq. shall not apply to termination of this Agreement. The Dean of Wellness, Social Services and Child Development Center shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Wellness, Social Services and Child Development Center may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean of Wellness, Social Services and Child Development Center, provide the Dean of Wellness, Social Services and Child Development Center with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Wellness, Social Services and Child Development Center shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Wellness, Social Services and Child Development Center shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Harris-Caldwell has not previously acquired tenure in the District as a faculty member, she shall be so assigned upon the termination of this Agreement, and the terms and conditions of her employment will be the same as any other similarly situated faculty member. Termination of Dr. Harris-Caldwell from her employment with the District, as opposed to the termination of this Agreement, shall be pursuant to the provisions of California Education Code Section 87732 et. seq., and 87660 et. seq. Effective the date of this agreement, she will be placed on Range 5, Step 8 of the Academic Salary Schedule and all subsequent years of service as an administrator will count for additional step placement in the event of administrative retreat.

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the Dean of Wellness, Social Services and Child Development Center with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Wellness, Social Services and Child Development Center shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Dr. Harris-Caldwell's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. Dr. Caldwell-Harris shall reimburse the District for any cash settlement, or for any salary paid during leave related to the investigation of an underlying offense, or for legal criminal defense funds provided by the District, if Dr. Caldwell-Harris's contract is terminated as a result of a conviction for a crime involving the abuse of her office or position as defined in California Government Code Section 53243 et seq. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

\_\_\_\_\_  
Dr. Kathleen F. Burke  
Chancellor  
South Orange County Community College District

Dated \_\_\_\_\_

\_\_\_\_\_  
Dr. Jeanne Harris-Caldwell  
Dean of Wellness, Social Services and Child Development Center  
Saddleback College

Dated \_\_\_\_\_



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF  
ASSISTANT DEAN OF FINANCIAL AID AND STUDENT SUPPORT  
SERVICES AT IRVINE VALLEY COLLEGE  
BETWEEN  
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
KEN LIRA**

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THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this tenth (10) day of August, 2018, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Ken Lira (hereinafter "Mr. Lira").

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Assistant Dean of Financial Aid and Student Support Services. Mr. Lira is hereby employed for a period of time commencing on August 10, 2018, and ending on June 30, 2020, as the Assistant Dean of Financial Aid and Student Support Services at the District's Irvine Valley College campus. Assistant Dean of Financial Aid and Student Support Services is a classified employee as defined in Education Code Section 87001(a), and a classified administrator or student services administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Mr. Lira shall perform all of the powers and duties of the position of Assistant Dean of Financial Aid and Student Support Services at Irvine Valley College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract Mr. Lira may be transferred or assigned to any duties or positions for which he possesses the minimum qualifications required by law. However, reassignment pursuant to this Section of the Agreement, during the term of this Agreement, shall not result in a reduction of compensation during the term of this Agreement.

4. Salary. Salary paid to the Assistant Dean of Financial Aid and Student Support Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 20, Step 5, \$159,204 per annum, with future increases according to the salary schedule. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the Assistant Dean of Financial Aid and Student Support Services' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.



5. Professional Schedule and Vacation. Mr. Lira shall be required to render 12 months of full and regular service (approximately 243 days, depending on the calendar year) to the District during each annual period covered by this Agreement, or any successor. Mr. Lira shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Mr. Lira shall also accrue two (2) days of vacation with pay for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. Mr. Lira may accrue vacation days up to a maximum of forty-eight (48) days. Once he reaches this maximum amount he will cease to accrue additional vacation benefits until his balance falls below the maximum amount. Upon termination or expiration of this Agreement, Mr. Lira shall be entitled to compensation for unused and accrued vacation days at his then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the Vice President for Student Services.

6. Performance Evaluations.

6.1 The Vice President for Student Services will provide Mr. Lira with periodic opportunities to discuss the Vice President/Assistant Dean relationship.

6.2 The Vice President for Student Services will set Mr. Lira's goals for each 12-month period by June 20. Mr. Lira's performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President by June 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Lira, as actually budgeted, and in accordance with District policy and procedures, for all actual and necessary expenses incurred in attending meetings, conferences, and other activities required of Mr. Lira in the performance of the duties of Assistant Dean of Financial Aid and Student Support Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Lira for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Mr. Lira with a monthly stipend of \$125 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 for cell phone use.

8. Fringe Benefits:

8.1 The District shall provide to Mr. Lira and his spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, and vision insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Mr. Lira, his spouse, and eligible dependents shall receive the same health and medical benefit package including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees.

9. Amendment, Termination, or Non-renewal.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Non-renewal of this Agreement shall be in accordance with Education Code section 72411. However, no later than December 31, 2019, or no later than December 31<sup>st</sup> of any final year of any extension of this contract, the Board shall advise Mr. Lira in writing of its decision not to renew this Agreement. Such non-renewal shall be a discretionary act of the Board acting with or without cause. If the Board provides such written notice to Mr. Lira, this Agreement will terminate effective at the close of business on June 30, 2020. If the nonrenewal of this Agreement is for any of the causes enumerated in Education Code Section 87732, the notice of nonrenewal shall so state. Failure by the Board to issue a notice of non-renewal shall serve to extend this contract for two additional years under the same terms and conditions as are set forth herein.

9.3 This Agreement may be terminated by the Board prior to its expiration. Prior to exercising its right to early termination of this Agreement, the Board, the Chancellor, or designee, shall provide the Assistant Dean of Financial Aid and Student Support Services with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code Section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code Sections 87660 et. seq. and Sections 87732 et. seq. shall not apply to termination of this Agreement. The Assistant Dean of Financial Aid and Student Support Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Assistant Dean of Financial Aid and Student Support Services may, at his own expense, be represented at this meeting by counsel of his choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Assistant Dean of Financial Aid and Student Support Services, provide the Assistant Dean of Financial Aid and Student Support Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Assistant Dean of Financial Aid and Student Support Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Assistant Dean of Financial Aid and Student Support Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

9.4 In addition to any other provision of this Agreement relating to termination or non-renewal, the Board shall have the option to terminate this Agreement prior to its expiration by providing the Assistant Dean of Financial Aid and Student Support Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Assistant Dean of Financial Aid and Student Support Services shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Mr. Lira's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. Mr. Lira shall reimburse the District for any cash settlement, or for any salary paid during leave related to the investigation of an underlying offense, or for legal criminal defense funds provided by the District, if Mr. Lira's contract is terminated as a result of a conviction for a crime involving the abuse of his office or position as defined in California Government Code Section 53243 et seq. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

by \_\_\_\_\_  
Dr. Kathleen F. Burke  
Chancellor  
South Orange County Community College District

Dated \_\_\_\_\_

by \_\_\_\_\_  
Mr. Ken Lira  
Assistant Dean of Financial Aid and Student Support Services  
Irvine Valley College

Dated \_\_\_\_\_

**TO:** Board of Trustees

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

**RE:** SOCCCD: 2019-2020 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 2019-2020 academic year (Exhibits A and B). With Board approval, the positions listed will be authorized for recruitment through academic year 2020-2021. Saddleback College anticipates hiring eight (8) to (10) positions in the next academic year. Irvine Valley College anticipates hiring nine (9) to ten (10) positions in the next academic year.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the college faculty hiring lists as shown in Exhibit A and B for the 2019-2020 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.

New = New position to be approved by the Board of Trustees  
 Vacant = Previously approved position  
*Authorized for recruitment through academic year 2019-20*

New = New position to be approved by the Board of Trustees  
Vacant = Previously approved position  
*Positions authorized for recruitment through academic year 2019-20*

**TO:** Board of Trustees

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

**RE:** SOCCCD: Faculty Conversion to Canvas One-Time Stipends

**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**

Those academic employees personnel actions (Canvas Conversion one-time stipend) shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the academic employee personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL  
ACTIONS/RATIFICATIONS**

**A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the **Canvas Conversion (IVC converted beginning Fall 2016)** - 2016/2017, 2017/2018 and 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Chandra, Jyoti	Canvas Conversion, Online	\$5,000.00	08/21/17-12/20/17
Danufsky, Joshua	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Ghuloum, Adam	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Hurlbut, Diana	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
King, Donna	Canvas Conversion, Hybrid	\$2,500.00	01/16/18-05/24/18
Lee, Celina	Canvas Conversion, Online	\$5,000.00	08/22/16-12/19/16
Mirfakhrai, Koorosh	Canvas Conversion, Hybrid	\$2,500.00	05/29/18-08/12/18
Pham, Lan	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Pov, Tina	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Scott, Daniel	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18

<b>October 29, 2018</b>	<b>IVC Canvas Conversion</b>	<b>\$ 37,000.00</b>
<b>September 24, 2018</b>	<b>IVC Canvas Conversion</b>	<b>17,000.00</b>
<b>August 27, 2018</b>	<b>IVC Canvas Conversion</b>	<b>45,500.00</b>
<b>July 30, 2018</b>	<b>IVC Canvas Conversion</b>	<b>35,500.00</b>
<b>June 25, 2018</b>	<b>IVC Canvas Conversion</b>	<b>163,000.00</b>
<b>May 21, 2018</b>	<b>IVC Canvas Conversion</b>	<b>145,000.00</b>
<b>April 30, 2018</b>	<b>IVC Canvas Conversion</b>	<b>50,500.00</b>
<b>March 26, 2018</b>	<b>IVC Canvas Conversion</b>	<b>-</b>
<b>TOTAL TO DATE:</b>		<b>\$ 493,500.00</b>



**A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND – Continued**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion (SC converted beginning Fall 2017)** - 2017/2018 and 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Afshari, Maryam	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Alessi, Anna-Marie	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Axtell, Christina	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Bagwell, Janet	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Bear, Teresa	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Boustani, Ladan	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Bowman, Donald	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Call, Linda	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Carrillo, Mary	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Choi, Sang	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Combs, Mark	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Danko, Carolyn	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
DeGennaro, John	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
DeSaracho, Mariana	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Dorsz, Jeff	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Evans, Mercedes	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Francisco, David	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Frizler, Karla	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Gabdrakhmanova, Farida	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Gilman, Bruce	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Gonsowski, Steven	Canvas Conversion, Hybrid	\$2,500.00	08/20/18-12/19/18
Hedgecock, Jennifer	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Hijaz, Anwar	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Hoggatt, Michael	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Hoida			
Mulholland, Bridget	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Hoolihan, Lori	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Ininns, Elizabeth	Canvas Conversion, Hybrid	\$2,500.00	08/20/18-12/19/18
Jobin, Allison	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Koester, Kristina	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Kucharski, Phillis	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Lunetto, Kathleen	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Marshall, Cynthia	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Maynard, Linda	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
McClaine, Serena	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
McFann, Kent	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
McGuire, William	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
McMurtrey, Megan	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Miller, Erin	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Monge, Michael	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Mongeon, Jannine	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Moore, Larry	Canvas Conversion, Hybrid	\$2,500.00	08/20/18-12/19/18

**B. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND – Continued**

Mularski, Jedrek	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Novak, Jacqueline	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Ochi, Shellie	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Oliveira, Carlos	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Ottaiano, Ric	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Page, James Samuel	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Pangborn, Lori	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Paquette, Chris	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Pfeifer, Robert	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Pieri, Glenna	Canvas Conversion, Hybrid	\$2,500.00	08/20/18-12/19/18
Plascencia-			
Carrizosa, Brenda	Canvas Conversion, Online	\$5,000.00	05/29/18-08/12/18
Podolak, Mark	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Pryor, Josh	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Rachman, Jennifer	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Rahbari, Soroosh	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Renault, Irene	Canvas Conversion, Hybrid	\$2,500.00	08/20/18-12/19/18
Romesburg, Rod	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Sadeghipour, Allia	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Salcido, Joe	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Sierakowski, Elisia	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Solon, Deborah	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Sotelo, Sharyn	Canvas Conversion, Web-Enhanced	\$1,000.00	01/16/18-05/24/18
Stevenson, Bill	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Strong, Peggy	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Swain, Derek	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Tatarian, Bruce	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Tener, Andrea	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Wainwright, James	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Wegenek, Amira	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Whynaught, Jeffrey	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Wisniewski, David	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Yurko, Matt	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Zeoli, Katie	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Zimmerman, Ray	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
<b>October 29, 2018</b>	<b>SC Canvas Conversion</b>	<b>\$ 190,500.00</b>	
<b>September 24, 2018</b>	<b>SC Canvas Conversion</b>	<b>56,500.00</b>	
<b>August 27, 2018</b>	<b>SC Canvas Conversion</b>	<b>184,000.00</b>	
<b>July 30, 2018</b>	<b>SC Canvas Conversion</b>	<b>63,500.00</b>	
<b>June 25, 2018</b>	<b>SC Canvas Conversion</b>	<b>116,000.00</b>	
<b>May 21, 2018</b>	<b>SC Canvas Conversion</b>	<b>58,000.00</b>	
<b>April 30, 2018</b>	<b>SC Canvas Conversion</b>	<b>73,000.00</b>	
<b>March 26, 2018</b>	<b>SC Canvas Conversion</b>	<b>177,000.00</b>	
<b>TOTAL TO DATE:</b>		<b>\$ 918,500.00</b>	

**TO:** Board of Trustees

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

**RE:** SOCCCD: Classified Personnel Actions – Regular Items

**ACTION:** Ratification

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**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- a. AGUILAR, DIANA is to be employed as Learning Assistance Specialist, Categorical, Pos. #P0012017, LRC Tutoring Center, Division of Online Education and Learning Resources, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 134, Step 1, 25 hours per week, 12 months per year, effective September 17, 2018. This position was approved by the Board of Trustees on August 21, 2017. Employment in this position is contingent upon funding by the Student Equity Program (SEP).
- b. <sup>1</sup>CALDWELL, JESSICA DANIELLE is to be employed as Senior Administrative Assistant, Pos. #P0003958, Disabled Students Programs and Services, Student Equity and Special Programs, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective July 23, 2018.
- c. CONSTAN, CHRIS is to be employed as Programmer Analyst, Pos. #P0004120, Information Technology – Administrative Systems, Technology Learning Services, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 142, Step 3, 40 hours per week, 12 months per year, effective October 8, 2018.
- d. DEVINE, MARINA is to be employed as Office Assistant, Pos. #P0004416, Online Education, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 2, 29 hours per week, 12 months per year, effective September 24, 2018.
- e. EPHREM, MEDHANIE is to be employed as Director of ATEP Development, Special Funded, Pos. #P0012813, Administrative and Business Services, District Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 21, Step 3, 40 hours per week, 12 months per year, effective September 24, 2018. Employment in this position is contingent upon funding by Capital Outlay Projects.
- f. HARTMAN, JOHN JOSEPH is to be employed as Program Technician, Categorical, Pos. #P0013165, Transfer Center, Student Equity and Special Programs, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Step 2, 24 hours per week, 12 months per year, effective September 24, 2018. This position was approved by the Interim Chancellor on February 21, 2018. Employment in this position is contingent upon funding by the Student Equity Program (SEP).
- g. HOSSEINI, VICTORIA MISHUSTINA is to be employed as Senior Administrative Assistant, Pos. #P0004835, Technology Services, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective September 28, 2018.

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<sup>1</sup> Related to Jeanne Harris-Caldwell, Dean of Wellness, Social Services, and Child Development Center, Saddleback College.

**A. NEW PERSONNEL APPOINTMENTS – Continued**

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)

- h. RAMCHANDANI, BRITTANY LEILA is to be employed as Senior Administrative Assistant, Pos. #P0006607, Office of Instruction, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 5, 40 hours per week, 12 months per year, effective September 17, 2018.
- i. RODRIGUEZ, KARINA is to be employed as Senior Counseling Office Assistant, Pos. #P0003469, School of Guidance and Counseling, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 119, Step 1, 40 hours per week, 12 months per year, effective October 16, 2018.

**B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE (A) CLASSIFIED POSITION(S)**

- 1. DISABLED STUDENT PROGRAM SPECIALIST, CATEGORICAL, Pos. #P0014510, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 123, Disabled Students Programs and Services, School of Guidance and Counseling, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective October 5, 2018. This position was approved by the Chancellor on October 5, 2018. Employment in this position is contingent upon funding by Disabled Students Programs and Services (DSPS).
- 2. HEALTH OFFICE ASSISTANT, CATEGORICAL, Pos. #P0014511, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 115, Student Health Center, Student Services, Irvine Valley College, seeks authorization to establish and announce this part-time, 20 hours per week, 10 months per year position to its staff complement, effective October 5, 2018. This position was approved by the Chancellor on October 5, 2018. Employment in this position is contingent upon funding by Health Fee Services.
- 3. LEAD CHARGE NURSE, CATEGORICAL, Pos. #P0014431, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 142, Student Health Center, Student Services, Irvine Valley College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective September 21, 2018. This position was approved by the Chancellor on September 21, 2018. Employment in this position is contingent upon funding by Health Fee Services.
- 4. PROGRAM COORDINATOR, CATEGORICAL, Pos. #P0014542, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 134, Adult Education, Community Education, Emeritus Institute, and K-12 Partnerships, Saddleback College, seeks authorization to establish and announce this full-time, 40 hours per week, 12 months per year position to its staff complement, effective October 10, 2018. This position was approved by the Chancellor on October 10, 2018. Employment in this position is contingent upon funding by the Adult Education Program (AEP).

**C. AUTHORIZATION TO INCREASE/DECREASE HOURS PER WEEK AND/OR MONTHS PER YEAR ON CLASSIFIED POSITIONS**

1. ADMINISTRATIVE ASSISTANT, Pos. #P0009566, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Risk Management, Procurement, Central Services, and Risk Management, District Services, seeks authorization to increase the hours per week for this part-time, 29 hours per week, 12 months per year position, to full-time, 40 hours per week, 12 months per year, effective September 24, 2018. (Position #P0009566, is appointed to Michelle Deyo, ID #015986)

**D. CHANGE OF STATUS**

1. DISTRICT SERVICES (DS): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

<u>Name</u>	<u>Assignment From</u>	<u>Assignment To</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Opel, Mary	P0012813, Director of ATEP Development, Special Funded	P0013308, Director of Facilities Planning	20/7	40	09/01/2018

**E. CLASSIFIED BILINGUAL STIPEND, ADDITIONAL COMPENSATION**

1. ARANGO, MONSERAT, ID #023895, Financial Aid Specialist, Categorical, Pos. #P0005142, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 125, Step 2, 40 hours per week, 12 months per year, Financial Assistance and Scholarships, Enrollment Services, Saddleback College, is to be granted additional compensation of 2% of the base salary, for verified bilingual ability used as a regular and routine component of assigned duties, as outlined in the C.S.E.A. contract, Article 8.1.1 “Bilingual Stipend”, effective November 1, 2018.

**F. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)**

1. IRVINE VALLEY COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or interim assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Calderin, Jennifer	P0005167, Applications Specialist II	P0014241, Alternate Media Specialist	140/6	40	09/01/2018

**F. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR) – Continued**

1. IRVINE VALLEY COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or interim assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Munoz, Marina	P0006907, Program Assistant, Categorical	P0014350, Matriculation Specialist, Categorical	123/4	40	09/25/2018
Slooten, Cynthia	P0005226, Financial Aid Specialist, Categorical	P0014181, Senior Financial Aid Specialist	129/4	40	08/24/2018

2. SADDLEBACK COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or interim assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Lozano, Brenda	P0003519, Office Assistant	P0014320, Outreach Assistant	117/1	40	09/10/2018
Lozano, Brenda	P0003519, Office Assistant	P0014443, Outreach Assistant	117/1	19	10/01/2018

**F. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR) – Continued**

3. SADDLEBACK COLLEGE **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or interim assignment(s), back to their permanent assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Lozano, Brenda	P003519, Office Assistant	P0014320, Outreach Assistant	113/2	19	09/20/2018

4. DISTRICT SERVICES **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or interim assignment(s), back to their permanent assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Arias, Mayra	P0006539, Senior Administrative Assistant	P0013548, Manager, Office of the Chancellor and Trustee Services	127/6	40	09/10/2018

**G. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.**

1. IRVINE VALLEY COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Guillaume, Pamela	P0003326, Senior Administrative Assistant	P0014368, Manager, Office of the President	10/1	40	09/10/2018



**G. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC. – Continued**

2. SADDLEBACK COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Cope, Katelynn	P0003508, Financial Aid Specialist, Categorical	P0014184, Senior Financial Aid Specialist	129/2	40	10/05/2018

3. SADDLEBACK COLLEGE **returned** the following permanent Classified employee(s) from (a) temporary, out of class and/or acting assignment(s), back to their permanent assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Potter, Nicklas	P0007611, Laboratory Technician, Life and Physical Sciences	P0013028, Senior Laboratory Technician, Mathematics, Science, and Engineering	122/3	20	09/17/2018

**H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>	<u>Release from Probation/ Conclusion of Employment Date</u>
Bramwell, Todd	Police Officer/SC	10/02/2018	N/A	N/A
Caldwell, Jessica	Outreach Assistant/SC	07/22/2018	N/A	N/A
McMahan-Kelly, Brenna	Senior Matriculation Specialist, Categorical/IVC	09/28/2018	N/A	N/A
Norman, Shawn	Senior Child Development Specialist/SC	12/30/2018	12/31/2018	N/A
Pham, Tri	Computer/Audiovisual Technician/SC	N/A	N/A	10/05/2018
Ward, Larry	Senior Laboratory Technician, Art/SC	10/19/2018	12/31/2018	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 and Exhibit B.

**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 Date</u>
Benoit, Rhonda	Office Assistant/SC	19.55	09/15/18-06/30/19
Collins, Christopher	Senior Laboratory Technician, Art/SC	29.75	09/10/18-06/30/19
Duran, Cindy	Program Assistant, Categorical/IVC	22.12	09/25/18-06/30/19
Faulkner, Richard	Laboratory Technician, Chemistry/IVC	24.42	08/27/18-06/30/19
Garcia, Amy	Communications Specialist/DS	27.63	08/27/18-10/01/18
Kalantari, Mehrookht	Costume/Makeup Designer/SC	31.26	07/01/18-06/30/19
Luu, Minh	Laboratory Technician, Chemistry/IVC	24.42	08/27/18-06/30/19
Madariaga Benavides, Marco	Counseling Office Assistant/SC	20.54	09/25/18-06/30/19
Plaza-Uriostegui, Joanna	Senior Transfer Center Specialist/SC	29.02	09/25/18-06/30/19
Reitsema Pretorius, Catharine	Costume/Makeup Designer/SC	31.26	07/01/18-06/30/19
Roman, Edward	Police Officer/IVC	30.02	09/17/18-06/30/19

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2018/2019** 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>
Baker, Robert	Project Specialist/SC	12.00	08/20/18-06/30/19
Beltran Castillo, Ana	Project Specialist/IVC	13.50	09/14/18-06/30/19
Brown, Susan	Project Specialist/SC	20.00	08/29/18-06/30/19
Chueva, Alina	Project Specialist/SC	15.00	09/19/18-06/30/19
Cornaire, Natalie	Project Specialist/SC	27.50	08/28/18-06/30/19
Golbad, Kia	Project Specialist/IVC	19.50	08/01/18-06/30/19
Harrell, Lowden	TMD Aide/SC	12.00	07/09/18-06/30/19
Jamshid Shirazi, Sepideh	Project Specialist/SC	15.00	07/01/18-06/30/19
Jones, Rory	Coaching Aide/IVC	25.00	09/10/18-06/30/19
Joslyn, Brianna	Project Specialist/IVC	21.00	08/15/18-06/30/19
Kosmala, Mikayla	Coaching Aide/SC	25.00	09/25/18-06/30/19
Kristol-Harper, Alona	TMD Aide/IVC	20.00	09/14/18-06/30/19
Lozano, Arturo	Project Specialist/SC	50.00	09/06/18-06/30/19
Macias, Austin	Clerk/SC	15.00	09/15/18-06/30/19
Moreno, Mariana	Project Specialist/SC	21.00	09/04/18-06/30/19
Namiranian, Armita	Project Specialist/IVC	19.50	08/01/18-06/30/19
Peralta, Denisse	TMD Aide/IVC	18.50	09/05/18-06/30/19
Pflieger, Joshua	Project Specialist/SC	16.00	07/01/18-06/30/19
Porter, Christopher	Coaching Aide/IVC	25.00	09/10/18-06/30/19

**A. NEW PERSONNEL APPOINTMENTS - Continued**

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2018/2019** 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>
Pouresfandiari, Shahram	Project Specialist/IVC	17.50	09/15/18-06/30/19
Salazar, Anthony	Outreach Aide/SC	12.00	09/17/18-06/30/19
Scott, Gordon	Coaching Aide/IVC	25.00	09/27/18-06/30/19
Sims, Malcom	Coaching Aide/SC	25.00	09/25/18-06/30/19
Smith, Sera	Coaching Aide/SC	25.00	09/10/18-06/30/19
Starkey, Sean	Adapted Kinesiology Aide/SC	15.00	09/12/18-06/30/19
Westerfield, Danyelle	Coaching Aide/SC	25.00	09/12/18-06/30/19
Wright, Kirsten	Child Development Center Aide/SC	16.00	09/12/18-06/30/19
Yarnell, Emily	Project Specialist/IVC	13.50	08/03/18-06/30/19
Zeller, Christopher	Coaching Aide/SC	25.00	09/12/18-06/30/19

3. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2018/2019** academic year.

<u>Name</u>	<u>Start/End Date</u>
Brubaker, Jonathan	08/30/18-06/30/19
Hoang, Mi	08/20/18-06/30/19
Kaiser, Keane	09/04/18-06/30/19
Ortiz, Johanna	08/28/18-06/30/19
Rangel, Destinee	08/15/18-06/30/19
Torres, Brenda	08/20/18-06/30/19

4. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2018/2019** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Alattar, Nujoud	Tutor/IVC	16.00	09/11/18-06/30/19
Ambrosini, Linda	HSE Trainer/SC	50.00	09/15/18-06/30/19
Asfahani, Celena	Tutor/IVC	12.00	07/01/18-06/30/19
Baek, Jane	Tutor/IVC	12.50	08/28/18-06/30/19
Bagga, Derek	Tutor/IVC	12.50	09/06/18-06/30/19
Campbell, Brooke	Tutor/SC	15.00	09/15/18-06/30/19
Chang, Hwey Ying	Tutor/IVC	12.00	08/28/18-06/30/19
De Leon, Manuel	Tutor/IVC	12.50	08/30/18-06/30/19
Douglas, Ian	Tutor/SC	13.50	09/25/18-06/30/19
East, Noah	Tutor/SC	13.00	09/15/18-06/30/19
Eldem, Esra	Tutor/SC	13.50	09/15/18-06/30/19

**A. NEW PERSONNEL APPOINTMENTS** - Continued

4. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2018/2019** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Elzalabani, Amina Amr Zaki Mohamed	Tutor/SC	13.00	09/18/18-06/30/19
Foster, Charles	Tutor/SC	12.50	09/18/18-06/30/19
Gevero, Maria Althea	Tutor/IVC	12.50	08/28/18-06/30/19
Godinez, Eduardo	Tutor/IVC	12.00	08/21/18-06/30/19
Heisley-Shellaby, Reed	Model/SC	25.00	09/17/18-06/30/19
Hudock, Stephanie	HSE Trainer/SC	50.00	09/15/18-06/30/19
Im, Sae Hyuk	Tutor/SC	12.50	08/30/18-06/30/19
Juma, Feras	Tutor/IVC	12.00	09/01/18-06/30/19
Ledezma, Milton	HSE Trainer/SC	50.00	09/15/18-06/30/19
Liang, Zhaoyuan	Tutor/IVC	12.00	08/28/18-06/30/19
Luschei, Ashleigh	Tutor/SC	14.00	09/15/18-06/30/19
Marcot, Wendy	Community Ed. Trainer/SC	11.50	08/20/18-06/30/19
Mayani, Homa	Tutor/SC	14.50	09/15/18-06/30/19
McConaughy, Richard	Tutor/SC	14.50	08/15/18-06/30/19
Miramontes, Alexandria	Tutor/SC	12.50	09/15/18-06/30/19
Moldawsky, Richard	Medical Professional/SC	70.00	08/30/18-06/30/19
Moreno O., Christina	Tutor/SC	12.50	09/18/18-06/30/19
Naranjo, Mireya	Tutor/SC	13.00	09/15/18-06/30/19
Paganelli, Casey	Tutor/SC	13.00	08/16/18-06/30/19
Roberts, Tatiana	Tutor/SC	13.00	09/15/18-06/30/19
Shumate, Jacob	Clinical Skills Specialist/SC	20.00	09/17/18-06/30/19
Sinceno, Corey	Tutor/SC	12.50	08/15/18-06/30/19
Snipes, Jesse	Clinical Skills Specialist/SC	15.00	09/06/18-06/30/19
Syquia, Ramer Karlo	Clinical Skills Specialist/SC	30.00	09/17/18-06/30/19
Syquia, Ramer Karlo	Tutor/SC	13.50	09/15/18-06/30/19
Truong, Diane	Tutor/SC	13.50	09/15/18-06/30/19
Zembruski, Joy	HSE Trainer/SC	50.00	09/15/18-06/30/19
Zimmerman, Curtis	Tutor/IVC	12.00	07/01/18-06/30/19

**B. AUTHORIZATION TO REVISE THE CLASSIFIED TEMPORARY NON-BARGAINING UNIT SALARY SCHEDULES**

1. <sup>1</sup>Approval is requested to change Community Education Presenter to Community Education Trainer, and add HSE Trainer (High School Equivalency) and Adult Education Trainer on the Non-Bargaining Unit Salary Schedules for 2018-2019, effective September 15, 2018. (Exhibit B)

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<sup>1</sup> Correction: The District's minimum wage is being corrected from \$12.50 per hour on the August 27, 2018 Classified Agenda to \$11.50 per hour.

### **C. VOLUNTEERS**

1. The following individuals are to be approved as **Volunteers** for the **2018/2019** academic year.

#### Division of Advanced Technology and Applied Sciences, Saddleback College

Ahrens, Kenneth	Anderson, Samantha	Banaban, Angelo
Bologna, Grace	Bourque, Kayla	Bucci, Camille
Carter, Andrew	Couch, Kyle	De Santiago, Edgar
Fitch, Arthur	Flores, Lisa	Garcia, Camille
Golyer, Joshua	Harlow, Evan	Hoffman, Faith
Jenkins, Shayne	Johnston, Jade	Mitchell, Donye
Morales, Mack	Morris, Haeleigh	Murray, Liz
Padilla, Star	Rafoul, Jima	Ridenhour, Angela
Roberts, Megan	Rocha, Nicolas	Sanges, Michael
Schwent, Craig	Sims, Taylor	Slack, Tanner
Soriano, Diego	Swanson, Allie	Traynham, Vickie

#### School of the Arts, Irvine Valley College

Kuen, Leehyeon

#### School of Business Sciences, Irvine Valley College

Franklin, Michael	Kerawalla, Navaz	Oberlin, Chris
Wang, Jane	Zhou, Chengli	

#### Division of Fine Arts, Saddleback College

Bagoasarian, Nancy	Beckett-Frank, Tod	Bickford, Greg
Butts, Bradley	Cudich, Alberto	Fiori, Kay
Gallardo, Adrian	Gorman, Pollyanna	Greeninger, Michael
Haroutunian, Kenji	Jones, Lonnie	Kovaleva, Lyuba
Ludwig, David	McFadden, Shauna	Milliken, John
Patel, Varsha	Price, Jeff	Russo-Neustadt, Amelia
Shevlin, Timothy	Triestman, Alex	Vela, Sebastian
Walberg, Josephine	Whittaker, John	Zelazo, Karen
Zuill, Danny		

#### School of Guidance and Counseling, Irvine Valley College

Chavez, Yonny	Dodge, Jody	Estevez, Lucila
Flores, Henry A.	Gamboa, Silvia L.	Schwartz, Michelle

**C. VOLUNTEERS – Continued**

1. The following individuals are to be approved as **Volunteers** for the **2018/2019** academic year.

Division of Kinesiology and Athletics, Saddleback College

Agustin, Dominique	Amundson, Amanda	Antonio, Jessica
Arif, Daoud	Belshe, Lin	Boone, Emily
Burckle, Kent	Castaneda, Christine	Cho, Chang Hoon
Chu, Amy	Chu, Warren	Corona, Teresa
Galitski, Logan	Gemmell, Paul	Gubbels, Vanessa
Holland, Jane	Jarvis, Janelle	Kasper, Ranna
Khalaf, Reem	Kraus, Kristian	Kuon, Randy
Latz, Chloe	Lezama, Alvin	May, Jessica
Mohamed, Sara	Montes, Tiffany	Oberhauser, Sandra
Ortiz, Randy	Paysan, Trish	Roddis, Jamie
Sakamoto, Luke	Savoy, Kalei	Sialaris, Nicole
Talavera, Justin	Villanueva, Karen	Viola, Patrick
Williams, Lindsay	Winant, Daniel	

School of Kinesiology, Health, and Athletics, Irvine Valley College

Shermet, David

Division of Liberal Arts, Saddleback College

Mujica, Arely	Pozzo, Marisa
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School of Languages and Learning Resources, Irvine Valley College

Hamano, Shoko	Nguyen, Dieu Hoang	Shen, Xiaomeng
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Student Equity and Special Programs, Saddleback College

Barvarz, Ghazal	Bullard, Lori	Gadepalli, Aditya
Mohamed, Sara	Rittenhouse, Cynthia	Roberts, Ginger
Summitt, Buddy R.		

Student Health Center, Saddleback College

Vlasic, Brana

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
NON-BARGAINING UNIT SALARY SCHEDULES  
2018 - 2019 (eff. 09/15/2018 rev. 10/16/18)**

**NON-BARGAINING UNIT, TEMPORARY, SHORT TERM HOURLY SALARY  
SCHEDULE\***

\*Non-Bargaining Unit, Temporary, Short Term, Hourly employees may not exceed (in any combination of assignments) a maximum of **160 days** in any fiscal year. Education Code 88003 states that "Short-term employee," as used in this section, means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Any number of hours per day constitutes a day worked. The Department/Division is responsible for tracking the amount of days. All ranges are based on skill level/departmental budget, not longevity.

<b><u>Range</u></b>	<b><u>Level of Service</u></b>	<b><u>Hourly Rate</u></b>
Range 005	Entry.....	11.50
Range 006	.....	12.00
Range 007	.....	12.50
Range 008	.....	13.00
Range 009	.....	13.50
Range 010	Intermediate .....	14.00
Range 011	.....	14.50
Range 012	.....	15.00
Range 013	.....	15.50
Range 014	Intermediate .....	16.00
Range 015	.....	16.50
Range 016	.....	17.00
Range 017	.....	17.50
Range 018	.....	18.00
Range 019	.....	18.50
Range 020	.....	19.00
Range 021	.....	19.50
Range 022	Skilled .....	20.00
Range 023	.....	21.00
Range 024	.....	22.00
Range 025	.....	23.00
Range 026	.....	24.00



South Orange County Community College District  
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**Ranges 027+ require HR approval prior to use, unless otherwise noted.**

Range 027	Advanced .....	25.00
Range 028	.....	27.50
Range 029	.....	30.00
Range 030	.....	32.50
Range 031	.....	35.00
Range 032	.....	37.50
Range 033	.....	40.00
Range 034	.....	42.50
Range 035	.....	45.00
Range 036	.....	47.50
Range 037	.....	50.00
Range 038	.....	52.50
Range 039	.....	55.00
Range 040	.....	57.50
Range 041	.....	60.00
Range 042	.....	62.50
Range 043	.....	65.00
Range 044	.....	67.50
Range 045	.....	70.00
Range 046	.....	72.50
Range 047	.....	75.00
Range 048	.....	77.50
Range 049	.....	80.00
Range 050	.....	82.50
Range 051	.....	85.00
Range 052	.....	87.50
Range 053	.....	90.00
Range 054	.....	92.50
Range 055	.....	95.00
Range 056	.....	97.50
Range 057	.....	100.00

South Orange County Community College District  
Page 3 – NBU Salary Schedules, 2018-2019

**SHORT-TERM NBUS: (Live Scans required if non-student)**

Adapted Kinesiology Aide	Ranges 007-022
Campus Security Officer (Short-Term)	Ranges 007-037
Certified Test Proctors	Ranges 007-022
Child Development Center Aide	Ranges 007-022 (Depending on ECE units, Permit)
Clerk -- Short Term	Ranges 007-022 (A&R /Comm. Ed./Fiscal Office use only)
Coaching Aide	Ranges 007-029
DSPS Proctor	Ranges 007-022
AOJ Trainer (Frmrly Firearms Trainer)	Ranges 037-049
Lab. Aide	Ranges 007-022
Matriculation Proctor	Ranges 007-022
Outreach Aide	Ranges 007-022
Project Specialist	Ranges 007-057 (023+ require HR approval)
Theatre, Music, Dance Aide	Ranges 007-057 (023+ require HR approval)

**STUDENT POSITIONS: (BP 4215 & EC88003)**

Student Help	Ranges 005-022 (Limited to 20 hours per week) (Fall, Spring – 12 units; Summer - 6 units)
Work-Study	Ranges 005-022 (Federal, CalWorks, EOPS)

EC88003 and BP/AR 4215: Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district and which is financed by state or federal funds, shall not be a part of the classified service. Student help employees with 12 or more units are exempt from paying Social Security, Medicare and unemployment taxes. Student help employees may only work 20 hours or less per week (excludes summer). Human resources must be notified immediately, and the employee's assignment ended if the employee falls below the minimum required units. Employment of either full-time or part-time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

South Orange County Community College District  
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**PROFESSIONAL EXPERTS: (Live Scan required)**

Administrative Professional Expert	Ranges 022-057 (HR approval required)
Captionists	Ranges 022-047
Clinical Skills Specialists (Health Sci.)	Ranges 012-037
Interpreters (Sign Language)	Ranges 022-047 (Experience/Certification based)
Lead Interpreter (Sign Language)	Ranges 037-057 (Experience/Certification based)
Medical Professional	Ranges 029-057
Models (Art)	Ranges 024-047
Tutors	Ranges 007-037 (AA degree/ equiv. knowledge/experience required)
Workforce Trainer	Ranges 037-057

**COMMUNITY EDUCATION EXPERTS: (Live Scan Required)**

<u>Job Title</u>	<u>Ranges available</u>
Aquatics Aide	Ranges 007-022
Recreation Aide	Ranges 007-022
Recreation Leader	Ranges 007-029
Sr. Lifeguard	Ranges 007-022
Adult Education Trainer	Ranges 007-057
Community Ed. Trainer	Ranges 007-057
HSE Trainer (HS Equiv.)	Ranges 007-057

EC 88003: Part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be a part of the classified service.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Recess to Public Hearing – SOCCCD District Initial Proposal for Article 2 to California School Employees Association (CSEA) Chapter 586

**ACTION:** Public Hearing

---

### **BACKGROUND**

On September 24, 2018, the Board of Trustees received and accepted the initial proposal for Article 2 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 opening proposal for Article 2 to the California School Employees Association, shown in Exhibit A.

**INITIAL PROPOSAL  
FROM THE SOUTH ORANGE COMMUNITY COLLEGE DISTRICT  
TO THE CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION  
AND ITS CHAPTER # 586**

**September 24, 2018**

The collective bargaining proposal presented herein by the South Orange Community College District (District) to the California School Employees Association and its Chapter #586 (CSEA) is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Contract between the parties as a result of the Supreme Court decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31*, the passage of SB 866 amending sections 3550-3553 of the Government Code and section 88167 of the Education Code.

**ARTICLE 2  
ORGANIZATIONAL SECURITY**

Pursuant to Article 19.2 of the CSEA Chapter 586 Agreement, the District intends to propose language to replace Article 2 – Organizational Security – to the extent that the language in the Agreement has been severed by operation of the US Supreme Court's decision in *Janus v. American Federation of State, County, and Municipal Employees, Council 31* and the concurrent passage of SB 866.

This proposal is being made pursuant to Article 2 of the Collective Bargaining Agreement, which provides for reopening of any policy or procedure that has been expressly found to be unconstitutional. Accordingly, as a result of the Janus decision, the District intends to meet with CSEA in order to arrive at satisfactory replacement language for the Article.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Final Action in Public Session – Irvine Valley College Student Discipline

**ACTION:** Final Action on Recommendation for Student Expulsion

---

### **BACKGROUND**

On September 17, 2018, an Irvine Valley College student failed to appear for his hearing for expulsion from South Orange County Community College District for violations of regulations governing student conduct (AR-5401). The Disciplinary Hearing Panel's recommendation is expulsion.

### **STATUS**

Education Code 72122 provides for closed session consideration of "the suspension of, or disciplinary action or any other action in connection with any student," unless the student, after being notified in writing of the closed session, requests within 48 hours of receipt of the written notice that the hearing be held as a public meeting. Education Code 72122 further provides that whether the matter is considered in closed session or at a public meeting, the final action of the governing board shall be taken at a public meeting and the result of that action shall be a public record. The student in question was notified that the Board would consider the recommendation for expulsion in closed session at the October 29, 2018, meeting. The student did not request a public hearing within the time allowed. Accordingly, there will be an opportunity for the Board to consider and discuss the recommendation for expulsion in closed session, following which the Board will take final action on the recommendation in open session. In accordance with the Family Educational Privacy Rights Act (FERPA) and Education Code 76200, the student will not be identified publicly.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College Student Petition

**ACTION:** Consideration of Petition

---

### **BACKGROUND**

The District has received from an attorney representing a Saddleback College student a petition seeking reinstatement to the Nursing Program. Pursuant to Board Policies 128 and 130, the Board will hear from the student and her representative in closed session.

### **STATUS**

Education Code 72122 provides for closed session consideration of “the suspension of, or disciplinary action or any other action in connection with any student,” unless the student, after being notified in writing of the closed session, requests within 48 hours of receipt of the written notice that the hearing be held as a public meeting. Education Code 72122 further provides that, whether the matter is considered in closed session or at a public meeting, the final action of the governing board shall be taken at a public meeting and the result of that action shall be a public record. The student in question was notified, through her counsel, that the Board would consider the petition in closed session at the October 29, 2018, meeting. The student’s counsel confirmed in response that the student does not desire a public hearing. Accordingly, the student and her legal counsel will be provided an opportunity to present the petition in closed session. In accordance with the Family Educational Privacy Rights Act (FERPA) and Education Code 76200, the student will not be identified publicly.

**TO:** Board of Trustees

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

**RE:** SOCCCD: SOCCCD Police Officers Association (POA) – Tentative Agreements for Articles 3, 5, 6, 8, 9, and 21

**ACTION:** Approval

---

### **BACKGROUND**

The collective bargaining agreement between South Orange County Community College District (District) and the South Orange County Community College District Police Officers Association (POA) expired on June 30, 2018. The District and SOCCCD POA negotiators have reached tentative agreements for Article 3 – Check-Off and Organizational Security, Article 5 – Hours and Overtime, Article 6 – Pay and Allowances, Article 8 – Health and Welfare Benefits, Article 9 – Holidays, and Article 21 – Negotiations for a new 3-year successor agreement. The term of the successor agreement will be June 30, 2018 through July 1, 2021.

### **STATUS**

California Government Code Section 3547 et seq. requires the disclosure of costs associated with a collective bargaining agreement. The cumulative costs of the agreement with POA for the three-year period, as displayed in Exhibits A - F, are estimated to be \$313,526.00, including benefits.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Police Officers Association Tentative Agreements (Exhibits A, B, C, D, E, F) between the District and POA, as ratified by POA in an election concluded October 23, 2018.



**TENTATIVE AGREEMENT**  
**Between The South Orange County Community College District**  
**And The South Orange County Community College District**  
**Police Officers' Association**

**October 17, 2018**

This tentative agreement between the South Orange County Community College District and the South Orange County Community College District Police Officers' Association (hereinafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 3**  
**CHECK-OFF AND ORGANIZATIONAL SECURITY**

**3.1 Check Off:** To the extent permitted by law, POA shall have the sole and exclusive right to have membership dues, initiation, and service fees deducted for employees in the bargaining unit by the District. The District shall pay to POA within thirty (30) days all sums so deducted.

**3.2 Dues Deduction:**

**3.2.1** POA agrees to indemnify and save the District, its officers, employees, agents, representatives, Board of Trustees, and each individual Board member, harmless against any and all claims, demands, costs, lawsuits, judgments or other forms of liability and all court or administrative agency costs that may arise out of or by reason of action taken by the District for the purpose of complying with this Article. The Association shall, within thirty (30) days of receipt of the request, pay to the District all costs associated with actions under this Article.

**3.2.2** ~~Each permanent employee in this unit shall, as a condition of continued employment, become a member of the certified representative of this unit, or pay the Association a service fee in an amount not to exceed periodic dues and general assessments of the Association for the term of the Memorandum of Understanding. Such amounts shall be determined by the Association and implemented by Management in the first payroll period which starts 30 days after written notice of the new amount is received.~~

**3.2.3** During the term of the ~~Memorandum of Understanding Agreement~~, payroll deductions requested by employees in this Unit for the purpose of becoming a member and/or to obtain benefits offered by any qualified organization other than the South Orange County Community College District Police Officers Association will not be accepted by the District. For the purpose of this provision, qualified organization means any organization of employees whose responsibility or goal is to represent employees in the District's meet and confer process.

~~3.2.4 The District shall notify all members of the representation unit that they are required to pay dues or a service fee as a condition of continued employment and that such amounts will be automatically deducted from their paychecks. The religious exclusion will also be explained.~~

~~3.2.5 Any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall not be required to join or financially support the organization. Such employee shall, in lieu of periodic dues or agency shop fees, pay sums equal to said amounts to a nonreligious, non-labor charitable fund exempt from taxation under Section 501(c) (3) of the Internal Revenue Code, which has been selected by the employee from a list of such funds designated by the parties hereto in a separate agreement. Such payments shall be made by payroll deduction as a condition of continued exemption from the requirements of financial support to the Association and as a condition of continued employment.~~

3.2.36 The District shall cause the amount of the dues or service fee to be deducted monthly from the payroll checks of each employee in this unit as specified by the Association under the terms contained herein. "Dues," as distinct from "service fee," shall be the result of voluntary consent in the form of a payroll deduction card signed by the individual employee.

3.2.47 Remittance of the aggregate amount of all dues, fees and other proper deductions made from the salaries of employees hereunder shall be made to the Association by the District within thirty (30) working days after the conclusion of the month in which said dues, fees and/or deductions were deducted.

3.2.58 The District shall also apply this provision to every permanent employee who becomes a member of this representation unit within sixty (60) calendar days of such reassignment or transfer. Such deduction shall be a condition of continued employment.

~~3.2.69 As of the effective date of the Memorandum of Understanding, the amount of the monthly dues deduction will be \$60.~~

3.2.610 When the District receives notice from the Association to change the deduction percentage rate, the District is hereby authorized to change said deduction automatically in the next practical pay period following such notice.

3.2.744 The authorization to deduct dues and agency shop fees shall remain in effect until written notice of cancellation is given by an employee to the District's Office on the appropriate form provided by the District for this purpose.

3.2.842 Management will provide the Association with the name, home address and employee number of contact information for each permanent employee as follows:

a) "Newly hired employee" or "new hire" means any employee, whether full time or part time, hired by the District to perform bargaining unit work, and who is still employed as of the date of the new employee orientation. It also includes all employees who are employed by the District (including those returning from a medical or layoff rehire list) and whose current position has placed them in the bargaining unit represented by the Association. For those latter employees, for purposes of this article only, the "date of hire" is the date upon which the employee's employee status changed such that the employee was placed in the bargaining unit.

b) The information will be provided to the Association electronically via a mutually agreeable secure site or service, on the last working day of the month in which the employees were hired. This contact information shall include the following items, with each field in its own column:

- i. First Name;
- ii. Middle initial;
- iii. Last name;
- iv. Suffix (e.g. Jr., III)
- v. Job Title;
- vi. Department;
- vii. Primary worksite name;
- viii. Work telephone number;
- ix. Work Extension;
- x. Home Street addresses (incl. apartment #)
- xi. Mailing address (if different)
- xii. City
- xiii. State
- xiv. ZIP Code (5 or 9 digits)
- xv. Home telephone number (10 digits) (if available);
- xvi. Personal cellular telephone number (10 digits) (if available);
- xvii. Personal email address of the employee (if available);
- xviii. Birth date;
- xix. Hire date.

This information shall be provided regardless of whether the newly hired employee was previously employed by the District.

3.2.93 The District shall notify the organization within sixty (60) calendar days of any employee who, because of a change in employment status, is no longer a member of the representation unit or subject to the provisions of this Article.

3.3 The District recognizes that the employee organization provides a valuable contribution to the welfare of the District in its educational philosophy for the peaceful resolution of employer-employee relations.

3.4 **POA Rights:** POA shall have the following rights in addition to the rights contained in any other portion of this Agreement.

- 3.4.1 The right of access at reasonable time to employees and to the areas in which they work.
- 3.4.2 The right to use without charge institutional bulletin boards, mailboxes, and the use of the District mail system, and other District means of communication for the posting or transmission of information of notices concerning POA matters.
- 3.4.3 The right to use, with approval, institutional equipment, facilities, and buildings.
- 3.4.4 The right to review an employee's personnel file when accompanied by the employee or on presentation of a written authorization signed by the employee.
- ~~3.4.4.1~~ To the extent permitted by law, the Association also has the right to receive, upon request, a copy of any records which are required for the use of the employee and POA in utilizing the grievance procedure.
- 3.4.5 Periodic Update of Contact Information: The District shall provide the Association right to be supplied with a complete roster of bargaining unit employees, including the same information in the same format as in Article 3.2.12 above, within ninety (90) days of the effective date of this Agreement, and on the last working day of every July and September, January and May thereafter for the terms of this Agreement.
- 3.4.6 The right to receive upon request one (1) copy of any and all written reports submitted to any other governmental agency.
- 3.4.7 The right to receive one (1) copy of any public budget or financial material, including the CCAF-311, submitted at any time to the governing board.
- 3.4.8 The right to review upon request any other public material in the possession of or produced by the District necessary for POA to fulfill its role as the exclusive bargaining representative.
- 3.4.9 The District agrees to grant release time to one (1) member of the Association to attend the Peace Officers Research Association of California (PORAC) annual conference. The District shall reimburse the actual and necessary expenses of that member. Any such reimbursement shall be subject to District policy.
- 3.4.10 The District agrees to allow Association members to donate vacation time for membership attendance at Association leadership training and PORAC conferences. The use of such donated vacation time shall not be used by more than two Association members concurrently and shall be subject to the any limitations set forth in Article 10.
- 3.4.11 Upon prior approval by the District, the Association may reimburse the District for a member's leave time spent attending Association leadership training and PORAC conferences. The use of such reimbursable leave time shall be used by no more than two Association members concurrently.

202 **3.4.12** The Chapter President or designee shall be granted ~~four~~**eight (48)** hours per  
203 month for President or designee of released time, exclusive of all other released  
204 time listed under other provisions of this Agreement. This released time is to be  
205 scheduled with the mutual agreement of the immediate supervisor and the  
206 employee, and the schedule is to be set reasonably.

208 **3.4.13** The President or designee shall be granted reasonable released time to attend  
209 shared governance committee meetings.

211 **3.4.14** Upon its exclusive discretion, the District may provide paid release time for  
212 Association members to attend District-approved training and conferences.

214 **3.4.15** The District shall provide office space for the Association in a location other than  
215 the campus police departments, subject to continued availability.

217 **3.5 No Discrimination on Account of POA Activity:** Neither the District nor POA shall  
218 interfere with, intimidate, restrain, coerce, or discriminate against employees because  
219 of the exercise of their right to engage or not to engage in POA activity.

221 **3.6 Exclusive Representative:** Negotiations on matters within the scope of representation  
222 shall take place between the District and POA.

224 **3.7 Restriction on District Negotiations and Agreements:** The District shall conduct no  
225 negotiations nor enter into any agreement with any other organization on matters  
226 concerning the rights of bargaining unit employees and/or POA without prior notice to  
227 and approval by POA of the negotiations and the agreement.

229 **3.8 Distribution of Contract:** Within sixty (60) calendar days after the execution of this  
230 contract, and/or reopener agreements, the District shall make such documents  
231 available on the District website.

233 **3.9 Abolition of a Position or Class of Positions:** If the District proposes to abolish a  
234 position or class of positions, it shall notify POA in writing and the parties may meet and  
235 discuss the proposal.

236 **3.10 POA Schedule of In-Service Meetings:** With approval from the immediate supervisor,  
237 the President or designee will be provided governance attendance of ninety (90) minutes  
238 quarterly, released time to attend this meeting. The meetings shall be scheduled as  
239 follows:

240 Irvine Valley 12:00 - 1:30 p.m.

241 Saddleback 3:00 - 4:30 p.m.

243 **3.11 New Employee Orientation**

245 **a. "New employee orientation" means the onboarding process of a newly**  
246 **hired employees performing unit member work, whether in person, online,**  
247 **or through other means or mediums, in which employees are advised of**  
248 **their employment status, rights, benefits, duties and responsibilities, or**  
249 **any other employment-related matters.**


251 **b. The District shall provide the Association with mandatory access to its new**  
252 **employee orientations. The Association shall receive not less than ten (10)**

days' notice in advance of an orientation, except that a shorter notice may be provided in a specific instance where there is an urgent need critical to the District's operations that was not reasonably foreseeable.

c. In the event the District conduct one-on-one or group orientations with new employees, the Association shall have thirty (30) minutes for one (1) Association representative to conduct the orientation session. The Association Labor Relations Representative may also attend the orientation session.


South Orange County Community College  
College District

  
Dr. Cindy Vyskocil  
Vice Chancellor – Human Resources

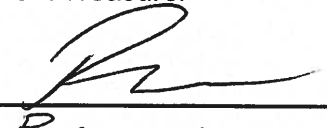
  
Pat Higa  
Chief of Police – Saddleback College

  
John Meyer  
Chief of Police – Irvine Valley College

South Orange County Community  
College District Police Officers'  
Association

  
Beau Arbutnot  
POA President

  
Keith Prinzing  
POA Treasurer

  
RYAN MALIGNÉ  
POA Vice President

**TENTATIVE AGREEMENT**  
**Between The South Orange County Community College District**  
**And The South Orange County Community College District**  
**Police Officers' Association**

**October 17, 2018**

This tentative agreement between the South Orange County Community College District and the South Orange County Community College District Police Officers' Association (hereinafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 5**  
**HOURS AND OVERTIME**

**5.1 Workweek:**

5.1.1 Normal Workweek: The normal workweek shall consist of five (5) days, eight (8) hours per day and forty (40) hours per week. This Article shall not restrict the extension of the regular workday or workweek on an overtime basis when such is necessary to carry on the business of the District.

5.1.2 3/12 Schedule: Notwithstanding Article 5.1.1, the District reserves the right to implement a "3/12," "4/10," or "9/80" work schedule at the Saddleback College and/or Irvine Valley College with 30-days advance notice prior to the effective date of the change. The District reserves the right to revert the "3/12," "4/10," or "9/80" work schedule to the work schedule set forth under Article 5.1.1 with 30-days advance notice prior to the effective date of the change.

5.1.3 In the event that the District implements a "3/12," "4/10," or "9/80" work schedule pursuant to Section 5.1.2, the District and the POA agree that, upon a party's request, the Agreement will be reopened for the limited purpose of meeting and conferring over any unanticipated impacts on matters within the scope of bargaining.

[....]

5.5 Overtime and Compensatory Time Off: The selection of paid overtime or compensatory time shall be determined by the Chief of Police subject to the provisions of this Article. No overtime may be worked without the prior approval and at the discretion of the Chief of Police.

5.5.1 Overtime: Except as otherwise provided herein, all overtime periods as defined in this Section shall be compensated at a rate of pay equal to time and one-half the regular rate of pay to the employee for all work permitted.

5.5.1.1 Overtime for a normal workweek is defined to include any time worked in excess of eight (8) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, regardless of the day of the week worked.



**5.5.1.2 Overtime for a 3/12 schedule is defined as time worked in excess of twelve (12) hours in any one day or on any one shift or in excess of eighty (80) hours within a fourteen (14) day schedule.**

**5.5.1.3 Overtime for a 4/10 schedule is defined as time worked in excess of ten (10) hours in any one day or on any one shift or in excess of forty (40) hours in any calendar week, regardless of the day of the week worked.**

**5.5.1.4 Overtime for a 9/80 schedule is defined as time worked in excess of nine (9) hours in any one day or on any one shift or in excess of eighty (80) hours within a fourteen (14) day schedule.**

[...]


5.9 Right of Refusal: **POA and its members shall have the first right of refusal for any work within the scope of the bargaining unit.** Any employee shall have the right to reject any offer or request for overtime or call back, or call in time. If all available bargaining unit members in the department refuse the request, the overtime **shall** be **assigned and, if so, shall be** based on a rotation of bargaining unit members and the overtime shall be accepted by the employee. Bargaining unit members on paid or unpaid leave shall not be considered to be available for purposes of this provision. **Alternatively, if all requests for overtime, call back, or call-in time are rejected, the District may take any other means in which to meets its needs, including contracting out for services in compliance with Education Code Section 88003.1.**

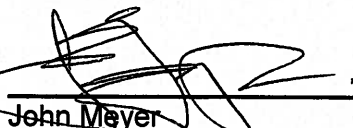
[...]

**[The remainder of the article remains unchanged.]**


**South Orange County Community College  
College District**

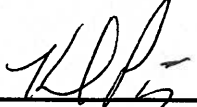
  
\_\_\_\_\_  
Dr. Cindy Vyskocil  
Vice Chancellor – Human Resources


  
\_\_\_\_\_  
Pat Higa  
Chief of Police – Saddleback College

  
\_\_\_\_\_  
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Chief of Police – Irvine Valley College

**South Orange County Community  
College District Police Officers'  
Association**

  
\_\_\_\_\_  
Beau Arbuthnot  
POA President

  
\_\_\_\_\_  
Keith Prinzing  
POA Treasurer

  
\_\_\_\_\_  
RYAN MALIGIE  
POA VICE PRESIDENT



**TENTATIVE AGREEMENT**  
**Between The South Orange County Community College District**  
**And The South Orange County Community College District**  
**Police Officers' Association**

**October 3, 2018**

This tentative agreement between the South Orange County Community College District and the South Orange County Community College District Police Officers' Association (hereinafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 6**  
**PAY AND ALLOWANCES**

**6.1 Regular Rate of Pay:**

**6.1.1** Effective July 1, 201~~58~~<sup>58</sup> the regular rate of pay for each position in POA shall be increased by ~~61.752.0~~<sup>31.751.85</sup>% in accordance with the rates established for each class as provided for in Exhibit A.

**6.1.2** Effective July 1, 201~~69~~<sup>69</sup>, the regular rate of pay for each position in the bargaining unit shall be increased by ~~31.751.85~~<sup>31.751.77</sup>% in accordance with the rates established for each class as provided for in Exhibit A.

**6.1.3** Effective July 1, 201~~720~~<sup>720</sup>, the regular rate of pay for each position in the bargaining unit shall be increased shall be increased by ~~31.751.77~~<sup>31.751.77</sup>% in accordance with the rates established for each class as provided for in Exhibit A. The regular rate of pay shall not include any shift differential and/or longevity increment required to be paid under this agreement. All such wages increases will be in lieu of any state-funded COLA.

**Should the District provide a compensation package (salary and health benefits) to any other employee group during the term of this agreement that exceeds the compensation package (salary and health benefits increase) provided to POA, the District shall meet with POA to determine distribution of the difference to unit members. Such agreement shall be in writing.**

**6.2** Paychecks: All regular paychecks of employees in the bargaining unit shall be itemized in accordance with the Orange County Department of Education payroll procedures.

**6.3** Paycheck Frequency: All regular full-time employees in the bargaining unit shall be paid twice per month, payable on or before the tenth (10th) and the twenty-fifth (25th) day of the month. If the normal pay date falls on a Saturday, Sunday, or holiday, the paycheck shall be issued on the preceding workday. All regular hourly employees shall be paid for actual services performed during the period beginning the 15th day of the previous month through the 14th day of the current month, on the 10th day of the following month. If there

is a change in County procedures, issuance of paycheck will be in accordance with new procedures.

6.4 Payroll Errors: Whenever it is determined that an error has been made in the calculation of reporting in any classified employee payroll or in the payment of any classified employee's salary, the District shall, within five (5) workdays following such determination, provide the employee with a statement of the correction. However the District, after standard payroll deductions, shall withhold \$25.00 as a calculation adjustment. In the case of an underpayment, a supplemental payment will be paid to the employee by the District. In the case of an overpayment, the employee shall promptly repay the District. A repayment schedule for salary overpayment shall be agreed to between the employee and the District.

6.5 Lost Checks: Any paycheck for an employee in the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing if mailed, shall be replaced in accordance with Orange County Department of Education payroll procedures. The Office of Business Services will consider lost checks as a major priority and will act with as much speed as possible.

6.6 Change in Range Assignments:

6.6.1 Promotion - Any employee receiving a promotion shall receive a salary increase of at least five and one-half (5.5) percent, except when the employee is on Step 6 and the range of the new position is only 1 or 2 ranges higher than the current position.

6.6.2 When the employee is temporarily assigned to a higher classification for more than five (5) work days within a fifteen (15) calendar day period, the employee will have his/her salary adjusted upward for the entire period he/she is required to work in the higher classification, at a rate that will reasonably reflect the duties required to be performed outside his/her regularly assigned duties.

6.7 Mileage: Any employee in the bargaining unit using his/her private vehicle on authorized District business must have prior approval from their supervisor and shall be reimbursed at the current allowable standard IRS rate. The mileage computation shall include mileage necessary to return to the employee's normal job site after the completion of District business. This amount shall be payable in a separate warrant drawn against District funds.

6.8 Meals and/or Lodging: Any employee in the bargaining unit who, as a result of work assignment, has meals and/or lodging away from the District shall be reimbursed in accordance with Board Policy.

6.9 Longevity: The District agrees to additionally compensate long service employees as specified below:

- 2% increase in salary after 5 years of service
- 3% increase in salary after 6 years of service
- 4% increase in salary after 7 years of service
- 5% increase in salary after 8 years of service
- 6% increase in salary after 9 years of service
- 7% increase in salary after 10 years of service

8% increase in salary after 11 years of service  
9% increase in salary after 12 years of service  
10% increase in salary after 13 years of service  
11% increase in salary after 14 years of service  
12% increase in salary after 15 years of service  
13% increase in salary after 16 years of service  
14% increase in salary after 17 years of service  
15% increase in salary after 18 years of service  
16% increase in salary after 19 years of service  
17% increase in salary after 20 years of service  
18% increase in salary after 21 years of service  
19% increase in salary after 22 years of service  
20% increase in salary after 23 years of service  
21% increase in salary after 24 years of service  
22% increase in salary after 25 years of service

**6.9.1** The provisions of Article 6.9 will be discontinued for all bargaining unit members hired after October 1, 1998.

**6.10** Step Increments: The District shall provide employees a step increment after completion of six (6) months of service, and thereafter an annual step increment for each remaining step indicated on the salary schedule for the particular classification.

**6.11** Salary Placement - New Employees: New employees will be placed on the first step of the range to which they are appointed. At the discretion of the District, higher initial placements of full-time employees (30 hours or more per week) may occur with administrative approval up to step three (3) if there are verifiable wages and experience from previous employment. For the purposes of calculating months of service, the date of employment shall be considered the first day of the month employed if the starting date is the first (1st) through fifteenth (15th), or the first day of the following month when the starting date is the sixteenth (16th) through the thirty-first (31st).

**6.12** Distribution of Job Information: Upon initial employment and each change in classification each affected employee in the bargaining unit shall receive a copy of the applicable job description, a specification of the monthly and hourly rates applicable to his/her position, a statement of the duties of the position, a statement of the employee's regular work site, regularly assigned work shift, the hours per day, per week, and months per year.

**6.13** Parking: Appropriate parking shall be provided on campus for \$20.00 per academic year for each member. Effective with the beginning of the 2016/17 academic year, the cost of parking will be increased to \$40.00 per academic year for full-time members and \$20.00 per academic year for part-time members.

**Parking Lot Assessment:** The District shall include an assessment of the feasibility of a dedicated secure parking lot for Police Officers as part of a comprehensive parking survey. This obligation does not obligate the District provide for a secure parking lot for Police Officers in any future project.


**6.14** Bilingual Pay: Police Officers may become certified by the District in a foreign language in which they can demonstrate fluency by taking and passing a test administered by the Human Resources Department (or designee) for the purpose of being able to use those

foreign language skills in the line of duty with a person unable to speak English. When an Officer is directed by the manager or supervisor, with the approval of the President, to use a verified bilingual ability as a regular and routine component of his/her assignment, he/she shall receive a stipend of 2% of base salary. The District shall require testing and certification of bilingual ability prior to the authorization for this stipend.

6.15 Field Training Officer (FTO): The District will provide an allowance to FTO's of five (5) percent added to base compensation during the pay period that they serve as an FTO starting on the first day of the following month.

**6.16 Advanced POST Certificate: Beginning July 1, 2018, the District will provide an annual stipend of \$3,000 to any Officer who obtains an Advanced POST certificate, payable on a monthly prorated basis. In order to initiate the stipend, an officer must submit the certificate to Human Resources before the 5<sup>th</sup> of the month in order to receive payment beginning in the subsequent pay period.**

**South Orange County Community College  
College District**

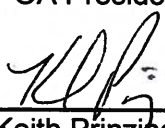
  
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Dr. Cindy Vyskocil  
Vice Chancellor – Human Resources

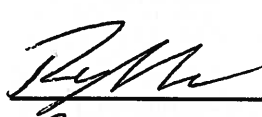
  
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Chief of Police – Saddleback College

  
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Chief of Police – Irvine Valley College

**South Orange County Community  
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\_\_\_\_\_  
Beau Arbuthnot  
POA President

  
\_\_\_\_\_  
Keith Prinzing  
POA Treasurer

  
\_\_\_\_\_  
RYAN MARVIG  
POA VICE PRESIDENT

**TENTATIVE AGREEMENT**  
**Between The South Orange County Community College District**  
**And The South Orange County Community College District**  
**Police Officers' Association**

**October 3, 2018**

This tentative agreement between the South Orange County Community College District and the South Orange County Community College District Police Officers' Association (hereinafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 8**  
**HEALTH AND WELFARE BENEFITS**

**8.1 Employee and Dependent Insurance Coverage:**

The benefits provided for eligible active and retired employees are:

- a. Health Insurance: Effective July 1, 2015, the District shall provide up to a maximum annual contribution of \$20,556 for medical insurance for all eligible unit members, eligible retirees, and their eligible dependents. For each succeeding year, the District shall raise its annual contribution by up to 10%, provided, however, that the District contribution shall not drop below the annual cost of the HMO plan. Any premium increase above 10% shall be paid by active employees through payroll deduction.
  - 1. PPO Plan
  - 2. HMO Plan
- b. Life Insurance:
- c. Dental Insurance:
- d. Vision Insurance
- e. Long Term Disability
- f. Employee assistance program
- g. Long Term Care Insurance: For the duration of this Agreement, effective on the first day of the month, 30 days following Board approval, the District shall pay a maximum of \$8.00 per month towards the premium of long term care insurance for benefit eligible bargaining unit members.

The coverage provided in the plans shall meet the specifications agreed to by the District and POA and on file at the District Business Office.

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8.2 Eligibility

8.2.1 All employees in the bargaining unit who work at least seventy-five (75) percent of the workweek shall be covered under the programs provided in Section 8.1 of this article in accordance with those Sections. Employees shall be enrolled in insurance programs on the first of the month following fulfillment of the eligibility requirement.

8.3 Benefits Administration: POA shall have the right to appoint one (1) representative to a District wide committee formed for the purpose of research and reviewing insurance plans, proposals and benefits in order to insure that quality and cost effectiveness criteria are maintained. The District has the right to select the insurance carrier as long as same coverage is maintained.

8.4 Benefits Upon Retirement: For the term of this Agreement, the District shall pay the cost of health, dental, and vision insurance from the age of ~~sixty (60)~~ fifty-five (55) until eligibility for Medicare for employees who retire from the District and become retired annuitant of all CalPERS employment and who have been employed in the District full-time ten (10) consecutive years or longer preceding the date of retirement.

8.4.1 The District shall provide retired employees who qualify for continuation of benefits under Article 8.4 with the option to purchase at employee expense supplemental medical coverage, provided the employee has obtained Medicare A and B coverage. Qualifying members must submit proof that they have obtained Medicare A and B. This benefit is subject to approval of the District's insurance carrier. That shall not be considered a vested right of retirees. The retiree may select from Options A or B subject to the conditions set forth herein.

Option A: The current District supplemental medical plan is available to retirees. The cost for the plan to the retired employee shall be the actual cost paid by the District which is to be paid monthly by the retiree in advance to the District. Payment must be received by the 15th of the month prior to the month of coverage. If payment is not received by the first day of the month of coverage the employee shall be dropped from the coverage and unable to participate in the future. The District reserves the right to establish a separate medical insurance pool for retirees who qualify under this section.

Option B: The Companion Care/Medicare Supplemental Plan will also be offered to retirees as long as the District is covered by the Self-Insured Schools of California (SISC). This program is directly administered by SISC. Should the District decide to change the program administration from SISC, the District and the POA will meet to negotiate a similar program under a different administrator.

8.5 Section 125 Flexible Benefits: The District agrees to continue a Section 125 flexible benefit plan to include dependent care and/or medical care reimbursement.

8.6 General Provisions: All enrollments are subject to carrier restrictions.


8.7 Legal Assistance Program: For the duration of this Agreement, effective on the first day of the month, 30 days following board approval, the District shall pay 100% of the premium

for a Legal Assistance Program for benefit eligible bargaining unit members. Coverage provided shall meet the specifications on file with the District.

**South Orange County Community College  
College District**


**South Orange County Community  
College District Police Officers'  
Association**

  
\_\_\_\_\_  
Dr. Cindy Vyskocil  
Vice Chancellor, Human Resources

  
\_\_\_\_\_  
Beau Arbuthnot  
President, POA

10/3/18  
\_\_\_\_\_  
Date

10/3/2018  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Pat Higa  
Chief of Police, Saddleback College

10-3-18  
\_\_\_\_\_  
Date



**TENTATIVE AGREEMENT**  
**Between The South Orange County Community College District**  
**And The South Orange County Community College District**  
**Police Officers' Association**

**October 17, 2018**

This tentative agreement between the South Orange County Community College District and the South Orange County Community College District Police Officers' Association (hereinafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**ARTICLE 9**  
**HOLIDAYS**

9.1 Scheduled Holidays: The District agrees to provide all employees in the bargaining unit with the following paid holidays. This schedule has been adjusted to take into account when a holiday falls on a Saturday or Sunday. Holidays will coincide with the Academic Calendar for each year:

**HOLIDAYS**  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Days  
Winter Recess  
M. L. King, Jr. Day  
Lincoln's Day  
President's Day  
Friday (in lieu of  
Admission's Day)  
Cesar Chavez Day  
Memorial Day

9.2 Additional Holidays: Every day declared by the President or Governor of this State as a public fast, mourning, thanksgiving, or holiday, or any day declared a holiday by the Governing Board under current Education Code or its successors shall be paid holidays for all employees in the bargaining unit. Holidays will coincide with the Academic Calendar for each year.

9.3 Holidays on Saturday or Sunday:

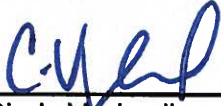
9.3.1 When a holiday falls on a Saturday, the preceding workday not a holiday shall be deemed to be that holiday. Except as provided in Section 9.3.2, when a holiday falls on Sunday the following workday which is not a holiday shall be deemed to be that holiday.



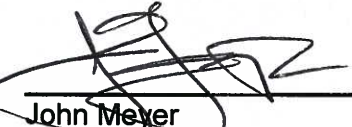
9.3.2 The operation of this Section shall not cause any employee to lose any of the holidays clearly indicated in this Article.

**9.4 Winter Break: Employees in the bargaining unit may, at the sole discretion of the Chief of Police based on the operational needs of the department, use their 8 holidays during the Winter Break in each December on any day of the week, including Saturday and/or Sunday.**

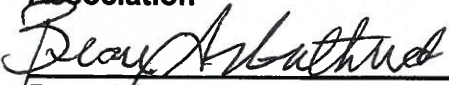
**South Orange County Community College  
College District**

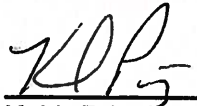
  
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Vice Chancellor – Human Resources


  
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**South Orange County Community  
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POA President

  
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Keith Prinzing  
POA Treasurer

  
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RYAN MALIGIE  
POA Vice President

**TENTATIVE AGREEMENT**  
**Between The South Orange County Community College District**  
**And The South Orange County Community College District**  
**Police Officers' Association**

**October 17, 2018**

This tentative agreement between the South Orange County Community College District and the South Orange County Community College District Police Officers' Association (hereinafter referred to as the "Association") is expressly made pursuant to the Education Employment Relations Act and the Collective Bargaining Agreement between the parties.

The following agreement is intended to apply only to the Article set forth below. All other provisions of the Collective Bargaining Agreement shall be deemed to remain unchanged except as set forth below or as otherwise mutually agreed:

**PREAMBLE**

This Agreement is made and entered into ~~this 27th day of March 27, 2017~~ by and between the South Orange County Community College District, hereinafter referred to as District, and South Orange County Community College District Police Officers Association, hereinafter referred to as POA.

The District agrees that POA shall have the right to obtain Field and Legal Staff assistance for the purpose of representation in carrying out its obligations under this Agreement to its duty of fair representation. The purpose of this Agreement is to promote the improvement employer-employee relations, provide an equitable and peaceful procedure for the resolution of differences, and establish rates of pay and other terms and conditions of employment.

**ARTICLE 21**  
**NEGOTIATIONS**

**21.1** ~~Notification and Public Notice: If either party desires to alter or amend this Agreement, it shall, not less than one hundred and eighty (180) days prior to the termination date set forth under Length of Agreement, Article 22, provide written notice and a proposal to the other party of said desire and the nature of the amendments and cause the public notice provisions of law to be fulfilled. It is the intent of the parties to fulfill the requirements of Government Code section 3543.7.~~

**21.2** ~~Commencement of Negotiations: Within five (5) days of satisfaction of the public notice requirement, and not later than forty-five (45) days following submission of the proposal, negotiations shall commence at a mutually acceptable time and place for the purpose of considering changes in this Agreement.~~


**21.3** ~~Released Time for Negotiations: POA shall have the right to designate three (3) employees, who shall be given reasonable released time to participate in negotiations.~~


**21.24** Agreement of Parties: This Agreement contains the agreement of the parties as to all existing matters. It is agreed that the District and POA will support the terms of this Agreement during the life of this Agreement and will not seek change or improvement on any matters subject to the meet and negotiation process except by mutual agreement.


ARTICLE 22  
LENGTH OF AGREEMENT

- 22.1 Length of Agreement: ~~This Agreement shall become effective u~~Upon ratification by both parties, this Agreement and shall become effective July 1, 2018 and continue in effect to and including June 30, ~~2018~~2021 and from year to year thereafter unless alteration or amendment is requested in writing in accordance with the Negotiations Article 21 and until a successor agreement is reached.
- 22.2 This Agreement constitutes the entire agreement between the parties and concludes meeting and negotiating on subjects dealing with hours of employment and other conditions of employment for the term of this Agreement. It is further understood that any part of this Agreement may be reopened for negotiation with the mutual consent of both parties.


South Orange County Community College  
College District

  
Dr. Cindy Vyskocil  
Vice Chancellor – Human Resources


  
Pat Higa  
Chief of Police – Saddleback College

  
John Meyer  
Chief of Police – Irvine Valley College

South Orange County Community  
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Beau Arbuthnot  
POA President

  
Keith Prinzing  
POA Treasurer

  
RYAN MALIGIE  
POA VICE PRESIDENT.

**TO:** Board of Trustees

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

**RE:** Staff May Respond 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:** Saddleback College and Irvine Valley College: Speakers

**ACTION:** Information

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**BACKGROUND**

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

**STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

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

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
10/17/2018 11:45 AM	BGS 132	Farida Gabdrakhmanova	Interior Design Club	Stephanie Heiple And Chidimma Abuka	International Interior Design Association and Promoting the Field of Interior Design
10/17/2018 6:00 PM – 7:00 PM	BGS 254	Jane Medling	Accounting Society Club	Adrian Llorente Spencer Zone Garett Mentz Jose Menendez	SCUF Tips for Transfer & Public Accounting Recruiting
11/16/2018 9:00 am – 1:50 pm	BGS 132	Laura Mergens-Sullivan	ID215 Kitchen Design	Joni Owen	Professionalism, Selling Kitchens, Experiences in Kitchen Industry
11/16/2018 9:00 am – 1:50 pm	BGS 132	Laura Mergens-Sullivan	ID215 Kitchen Design	Jim Villapondo Home Image Modeling	Design & Installation from a Contractor's Point of View; Experience & Expectations
11/26/2018 7:00 pm – 9:50 pm	VIL 20-1	Omid Sahebekhtiari	Electronic Communication Systems ET-118	Shirish Shah Com-Power Corp	Electromagnetic Compatibility
11/28/2018	VIL 20-1	Omid Sahebekhtiari	Electronic Communication Systems ET-118	Shirish Shah Com-Power Corp	Electromagnetic Compatibility

**IRVINE VALLEY COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
9/19/18 12:10pm	LA 205	Kurt Meyer	WR 399 Accelerated Introduction to College Writing	Dylan Hoy-Bianchi	Voter Registration/The Importance of Voting
9/19/18 10:35am	LA 108	Sarah Gray	WR1 College Writing 1	Dylan Hoy-Bianchi	Voter Registration/The Importance of Voting

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
9/20/18 11:00am	LA 108	Michelle Mattoon	WR1 College Writing 1	Dylan Hoy-Bianchi	Voter Registration/The Importance of Voting
9/24/18 7:00pm	BSTIC 120	Alicia Nicosia	LGL 201 Introduction to Paralegal Studies & Ethics	Sheri Dando	Career as a Paralegal
9/24/18 11:00am	BSTIC 119	Yelena Raysky	COUN 102 Career and Life Planning	Esther Landin	Building Blocks of Career Exploration
10/1/18 3:30pm	BSTIC 117	Don Bradshaw	Accounting Society Club	Keefe Carrillo	Accounting Firms
10/1/18 3:30pm	BSTIC 117	Don Bradshaw	Accounting Society Club	Savanna King	E&Y Irvine Recruiter
10/2/18 3:00pm	BSTIC 117	John Russo	Business Leader Society Club	Jason Capital	Entrepreneurial Success
10/3/18 11:00am	BSTIC 119	Cindy Voss	Career Chat	Jeffrey Greenman	Law
10/3/18 2:00pm	CEC 2	Cindy Voss	COUN 10 College Study Skills	Don Voss	Skills Needed in the Workforce
10/5/18 10:00am	BSTIC 116	Kay Ryals	Honors Program Student Council	Frances Hale	Hunger, Farming, and Community Support
10/8/18 7:00pm	BSTIC 120	Alicia Nicosia	LGL 201 Introduction to Paralegal Studies & Ethics	Rosanne Brewitz	Career as a Paralegal
10/16/18 3:00pm	BSTIC 117	John Russo	Business Leader Society Club	Sigalit Ronen	Business Leadership
10/17/18 2:00pm	BSTIC 219	Cindy Voss	Career Chat	Eric Martinez	Business
10/17/18 4:00pm	B247	Katherine Pappano	CHEM 3 Fundamental Chemistry	Paul Erickson	Environmental Remediation
10/17/18 12:00pm	SAC Reflection Room	Michelle Minkler	Counseling & Guidance Stress Buster Series	Caryn Sussman	Mindfulness and Meditation
10/17/18 10:00am	Live Oak Terraces	Nancy Montgomery	Walk of Hope	Assemblyman Matthew Harper	Suicide Prevention
10/22/18 11:00am	LA 204	Cindy Voss	Career Chat	Melissa Dyo	Nursing

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
11/6/18 11:00am	SSC Lobby	Nancy Montgomery	Veterans Day	Major General Peter Gravett	Veterans
11/7/18 12:00pm	SAC Reflection Room	Michelle Minkler	Counseling & Guidance Stress Buster Series	Caryn Sussman	Mindfulness and Meditation
11/13/18 12:00pm	PAC ASIVC Lounge	Academic and Classified Senates	Learning Lunch	Jenny Choe – Waddell and Reed	Money Management
11/14/18 2:00pm	SSC 230	Cindy Voss	Career Chat	Joanna Hipolito	Clinical Lab Scientist
11/26/18 7:00pm	BSTIC 120	Alicia Nicosia	LGL 201 Introduction to Paralegal Studies & Ethics	Dennis Nakata	Career as a Paralegal
11/28/18 12:00pm	SAC Reflection Room	Michelle Minkler	Counseling & Guidance Stress Buster Series	Caryn Sussman	Mindfulness and Meditation
11/29/18 5:30pm	BSTIC 117	Shari Rudolph	ENTR 201 Creativity & Idea Generation	Michael Sawitz	General Lessons on Entrepreneurship; Perspectives From Running an Incubator
12/12/18 12:00pm	SAC Reflection Room	Michelle Minkler	Counseling & Guidance Stress Buster Series	Caryn Sussman	Mindfulness and Meditation
12/13/18 5:30pm	BSTIC 117	Shari Rudolph	ENTR 201 Creativity & Idea Generation	Joe Citizen Kyla Joy	Starting a Company From the Ground Up



**TO:** Board of Trustees  
**FROM:** Kathleen F. Burke, Chancellor  
**RE:** SOCCCD: Facilities Plan Status Report  
**ACTION:** Information

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### **BACKGROUND**

At the request of the Board of Trustees, this report is prepared and submitted monthly to provide the Board with information on major capital projects underway and/or planned. Each project includes the project description, budget narrative, status, whether the project is in progress or recently completed and the current focus. Words appearing in *italics* indicate a change from the previous report. The dates appearing in **bold font** indicate that the associated phase is completed.

### **STATUS**

EXHIBIT A provides an up-to-date report on the status of major capital projects.

FACILITIES PLAN STATUS REPORT  
October 29, 2018

**CAPITAL IMPROVEMENT PLANNING**

The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was completed December 2011. The 2011 EFMP report is available at the District website: [http://www.socccd.edu/about/about\\_planning.html](http://www.socccd.edu/about/about_planning.html). The next EFMP process is scheduled for FY 2018-2019. This report contains information on projects over \$1 million that are listed in the Facilities Master Plans for both colleges and projects that include associated planning efforts.

**SADDLEBACK COLLEGE**

**1. STADIUM AND SITE IMPROVEMENT**

Project Description: The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	<b>Mar 2014</b>	Award D/B Contract	<b>Aug 2016</b>
Start Working Drawings	<b>Sept 2016</b>	Complete Construction	Aug 2019
Complete Working Drawings	<b>Nov 2017</b>	Advertise for FF&E	N/A
DSA Final Approval	Nov 2018	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 3/24/2008, 6/23/2014, and 6/22/2015. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015 the Board approved additional funds of \$7,945,000 and \$17,050,000. The Board approved Saddleback College's use of RDA and Promenade income of \$22,705,000.

	Original	Revision	Total
Project Budget:	\$14,530,000	\$47,700,000	\$62,230,000
District Funding Commitment	\$14,530,000	\$47,700,000	\$62,230,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$24,995,000	\$39,525,000
College Contribution:	\$0	\$22,705,000	\$22,705,000

Status: Construction Phase: Stadium utilities

In Progress: DSA Back-check of Increment 2. *Installation of site utilities.*

Recently Completed: *Approval of Increment 1, Revision 1 for site utilities.*

Focus: Obtain Increment 2 (structure) DSA approval and perform overall project schedule impact analysis due to the DSA review duration. Complete Design-Build Entity remaining sub-trades buyout. Monitor steel tariffs impact. Coordinate final outfall design with County of Orange.

## 2. ATAS BUILDING PROJECT

Project Description: The Project includes a new 50,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts will replace the existing six and will be located north of the Village. The existing TAS Building may be demolished with a new parking lot proposed; however, related discussions regarding potential repurposing of the building and assessment are underway. See SC TAS Building Assessment in this report.

Start Preliminary Plans	<b>Oct 2017</b>	Award Construction Contract	<b>Aug 2018</b>
Start Working Drawings	<b>Oct 2018</b>	Complete Construction	Aug 2022
Complete Working Drawings	Sept 2019	Advertise for FF&E	Pending
DSA Final Approval	Sept 2020	DSA Close Out	Pending

Budget Narrative: *In fiscal years 2002-2003 and 2004-2005, \$971,000 and \$985,000 respectively, for a total of \$1,956,000 was allocated from basic aid to cover design. Budget reflects Board agenda action on 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016 and 5/21/2018. On August 27, 2012, the Board approved \$12,777,313. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 to the Saddleback College Sciences Building. On June 23, 2014, the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. On May 21, 2018, the Board approved \$44,863,622 to fund a new building. The ATAS Building project budget of \$64,100,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.*

	Original	Revision	Total
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,120)	\$ 1,308,935
ATAS Building	\$0	\$64,100,000	\$64,100,000
Total	\$8,755,055	\$56,653,880	\$65,408,935
District Funding Commitment:	\$8,755,055	\$56,653,880	\$65,408,935
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,956,000	\$63,452,935	\$65,408,935

Status: *Schematic Design for ATAS Building & Tennis Courts Center.*

In Progress: *Stakeholders schematic design review comments are incorporated into design.*

Recently Completed: *One-on-one design review meetings with ATAS & Athletic Division, user groups, Saddleback Facilities, Maintenance & Operations (FMO), Information Technology (IT), and Campus Police. Saddleback College executive cabinet validation phase sign off for the Tennis Courts Center and building.*

Focus Issue: *ATAS Building and Tennis Courts Center schematic design phase. Schedule partnering session with the Design-Build Entity and project's stakeholders.*

### 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	2019-2020	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017, the Board approved \$16,832,003 with basic aid match of \$10,145,180 outstanding. The state match adjusts annually *due to the change in cost index by the State Chancellor's office* and is identified below. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase state funding competitiveness. The project budget includes additional funds identified to address costs not accounted for in state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$7,626,000	\$50,493,000
District Funding Commitment:	\$12,814,000	\$16,990,000	\$29,804,000
Anticipated State Match:	\$30,053,000	\$(9,364,000)	\$20,689,000
Basic Aid Allocation:	\$ 1,545,115	\$18,113,705	\$19,658,820
Unallocated District Contribution:			\$10,145,180

Status: Pursuing state funding match. Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in 2016. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

In Progress: The State Chancellor's office recommended that first and second year projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. This project was among those held in a "recommended for funding" status during the 2018-2019 funding cycle. The state has since evaluated all projects for 2019-2020 fiscal year and they are recommending this project for funding.

Recently Completed: The State Chancellor's office developed a project list for the 2019-2020 fiscal year Department of Finance submittal. *On September 17, 2018, the Board of Governors approved the 2019-2020 Capital Outlay Spending Plan. The State Chancellor's office is requesting funding for both the preliminary plans and the working drawings for this project. Staff recently responded to questions from the Department of Finance regarding seismic evaluations and our plans for existing buildings.*

Focus: Staff continues to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the Governor's *budget release in January 2019* to verify the project is moving forward in the state process.

#### 4. ACCESS CONTROL PROJECT

Project Description: This project will retrofit 1,535 existing doors campus-wide with electronic door locks to provide access control and enhanced safety. This project is similar to the standard established at the Science Building, with hardware synchronized to software monitored by the Saddleback College police.

Criteria Development	<b>Apr 2018</b>	Award D-B Contract	<b>May 2018</b>
Start Working Drawings	<b>Jun 2018</b>	Complete Construction	Jan 2020
Complete Working Drawings	Dec 2018	FF&E	N/A
DSA Final Approval	Jan 2019	DSA Closeout	Pending

Budget Narrative: Budget reflects the Board agenda action on 6/26/17 and 5/21/18. On June 26, 2017, the Board approved \$3,000,000 for District-wide ADA Transition Plan. Saddleback College assigned *its \$1,600,000 share of the ADA transition funds to this project. On May 21, 2018, the Board approved \$4,000,000.* Saddleback College also assigned \$1,364,296 from college general funds. Additionally, State Scheduled Maintenance allocations across FY 2015-16, 2016-2017, 2017-2018 total \$4,845,914.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$11,810,210	\$0	\$11,810,210
District Funding Commitment:	\$ 6,964,296	\$0	\$ 6,964,296
Basic Aid Allocation:	\$ 4,000,000	\$0	\$ 4,000,000
Basic Aid ADA Allocation:	\$ 1,600,000	\$0	\$ 1,600,000
College General Fund:	\$ 1,364,296	\$0	\$ 1,364,296
State Scheduled Maintenance Allocation:	\$ 4,845,914	\$0	\$ 4,845,914

Status: Design phase *and DSA submittal of beta phase.*

In Progress: Beta phase *DSA review* is underway.

Recently Completed: Criteria document review and field surveys of 2<sup>nd</sup> phase buildings completed. Board approved DSA Inspection services.

Focus: Design-Build team and user groups review of *potential hardware modification and contract requirement review.*

## IRVINE VALLEY COLLEGE

### 1. BARRANCA ENTRANCE (LASER WAY)

Project Description: This project created a new, signalized entrance with vehicular, bicycle and pedestrian access, including landscaping, leading to the college perimeter road from Barranca Parkway.

Start Preliminary Plans	<b>Feb 2010</b>	Award Construction Contract	<b>May 2016</b>
Start Working Drawings	<b>Mar 2011</b>	Complete Construction	<b>Apr 2017</b>
Complete Working Drawings	<b>Mar 2011</b>	Advertise for FF&E	N/A
DSA Final Approval	<b>Dec 2012</b>	DSA Close Out	N/A

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The basic aid assignment of \$2,850,000 was sufficient to meet project costs.

	Original	Revision	Total
Project Budget:	\$2,850,000	\$0	\$2,850,000
District Funding Commitment:	\$2,850,000	\$0	\$2,850,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$2,850,000	\$0	\$2,850,000

Status: Close out Phase: Southern California Edison (SCE) and the City of Irvine.

In Progress: Project close-out. Finalize SCE landscaping easement.

Recently Completed: Staff completed negotiation on easement cost.

Focus: *SCE Landscape Easement recommendation to Board of Trustees.*

### 2. FINE ARTS PROJECT

Project Description: The proposed project will construct three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and

expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located 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	2019-2020	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017. *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 with basic aid match of \$8,913,402 outstanding. The state match adjusts annually due to the change in cost index by the State Chancellor's office and is identified below.* The District revised the funding commitment from 30 to 50 percent of State supportable costs to increase state funding competitiveness. The project budget includes additional funds identified to address costs not accounted for in state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,703,000	\$ 7,157,000	\$42,860,000
District Funding Commitment:	\$10,562,000	\$13,800,000	\$24,362,000
Anticipated State Match:	\$25,141,000	\$(6,643,000 )	\$18,498,000
Basic Aid Allocation:	\$795,000	\$14,592,320	\$15,448,598
Unallocated District Contribution:			\$ 8,913,402

Status: Pursuing state funding match. Voters approved a \$9 billion state school bond with \$2 billion allocated to community colleges in 2016. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

In Progress: The State Chancellor's office recommended that first and second year projects hold their positions until funding is released with the caveat that the projects meet the capacity load ratio requirements. This project was among those the State Chancellor's Office held in a "recommended for funding" status during the 2018-2019 funding cycle. The state has since evaluated all projects for the 2019-2020 fiscal year and they are recommending this project for funding.

Recently Completed: State Chancellor's office has developed a project list for the 2019-2020 fiscal year Department of Finance submittal. *On September 17, 2018, the Board of Governors approved the 2019-2020 Capital Outlay Spending Plan. The State Chancellor's Office is requesting funding for both the preliminary plans and the working drawings for this project. Staff recently responded to questions from the Department of Finance regarding seismic evaluations and our plans for existing buildings.*

Focus: Staff continues to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the Governor's *budget release in January 2019* to verify the project is moving forward in the state process.

#### 4. NEW PARKING LOT

Project Description: This project includes development of a 135,000 square foot, lighted parking lot creating 400 additional parking spaces. The project includes photovoltaic panels supported on parking canopies and a battery storage system. Both systems will interconnect with the local utility grid and integrate with the campus electrical system, which will be consolidated in response to utility requirements.

Start Preliminary Plans	<b>Sep 2017</b>	Award Construction Contract	<b>Aug 2018</b>
Start Working Drawings	<b>Dec 2017</b>	Complete Construction	Feb 2019
Complete Working Drawings	<b>Mar 2018</b>	Advertise for FF&E	Oct 2018
DSA Final Approval	<b>Jun 2018</b>	DSA Close Out	May 2019

Budget Narrative: Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000 to allow inclusion of the solar shade project and add a connection to the new perimeter road. On June 26, 2017, the Board approved \$733,000. On May 21, 2018, the Board approved \$1,300,000 to include the phase II parking scope.

	Original	Revision	Total
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

Status: *Construction Phase for Parking Lot project. Design Phase for Battery Energy Storage project. Procurement phase for consolidated electrical system.*

In Progress: *Grading operations at Parking Lot. Design of Battery Energy Storage. Obtaining contractor for consolidated electrical system.*

Recently Completed: *Parking Lot project Notice to Proceed issued. Battery Energy Storage preliminary design completed. Bid documents developed for consolidated energy system.*

Focus: *Parking Lot rough grading and underground utilities. Complete Battery Energy Storage design. Bid the consolidated electrical service construction.*



## 5. HEALTH CENTER/CONCESSION PROJECT

Project Description: This project is a new one story building with an estimated 2,335 assignable square feet (ASF), 3,403 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building. The new Health Center/Concession building is located adjacent to the baseball fields and includes baseball bleacher seating for 300.

Start Preliminary Plans	<b>May 2017</b>	Award Construction Contract	<b>Aug 2018</b>
Start Working Drawings	<b>Jul 2017</b>	Complete Construction	Sep 2019
Complete Working Drawings	<b>Jan 2018</b>	Advertise for Equipment	Dec 2018
DSA Final Approval	<b>Jun 2018</b>	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 22, 2015, the Board approved \$400,000. On August 22, 2016, the Board approved \$5,338,000. On June 26, 2017, the Board approved \$402,000. On May 21, 2018, the Board approved \$1,360,000.

	Original	Revision	Total
Project Budget:	\$5,200,000	\$2,300,000	\$7,500,000
District Funding Commitment:	\$5,200,000	\$2,300,000	\$7,500,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 400,000	\$7,100,000	\$7,500,000

Status: Construction Phase.

In Progress: Review contractor's submittals and initiate site construction.

Recently Completed: Notice to Proceed issued and mobilization completed.

Focus: Building pad grading and underground utilities rough-in.

## ATEP

### 1. ATEP DEMOLITION

Project Description: This project is for facilities and infrastructure demolition at the former Tustin Marine Corps Air Station to facilitate ATEP site development. This project occurred in phases. Six are complete and one additional phase is required after the land exchange between the County and SOCCCD is complete. The schedule below will be updated after transfer of County land is complete.

Start Preliminary Plans	TBD	Award Construction Contract	TBD
Start Working Drawings	TBD	Complete Construction	TBD
Complete Working Drawings	TBD	Advertise for Equipment	N/A
DSA Final Approval	N/A	DSA Close Out	N/A

**Budget Narrative:** Budget reflects Board action on 4/22/2004 and 6/17/2013. On April 22, 2004, the Board approved \$7,000,000. On June 17, 2013, the Board approved \$6,700,000 to fund additional demolition projects as a result of the land exchange.

	Original	Revision	Total
Project Budget:	\$ 7,000,000	\$ 6,700,000	\$13,700,000
District Funding Commitment:	\$ 7,000,000	\$ 6,700,000	\$13,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 7,000,000	\$ 6,700,000	\$13,700,000

**Status:** On hold. Awaiting demolition upon completed land exchange.

**In Progress:** Staff is monitoring the City and Navy progress for county land transfer to District so the demolition can be completed. The most recent estimate for the land exchange is by the end of calendar year 2019.

**Recently Completed:** *Staff attended the Restoration Advisory Board (RAB) meeting on October 11, 2018, and were advised that the land exchange has been delayed for at least one year due to additional testing required. The testing is scheduled for summer 2019 with a report due in October 2019.*

**Focus:** On hold.

## 2. ATEP - IVC FIRST BUILDING

**Project Description:** This project is a new two-story 20,249 assignable square feet (ASF), 32,492 gross square feet (GSF) building. The new ATEP IVC First Building consists primarily of lab classrooms with some lecture classroom space, offices and student support services. The building was designed for automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, the testing center and some spaces that represent expansion. In addition to the programs identified during design, a portion of the Adult ESL (English as a second language) and the Emeritus and Community Education offices were moved to the ATEP IDEA building at its opening. The project includes 50kW of solar electric power and is a LEED Gold Equivalent building.

Start Preliminary Plans	<b>Oct 2014</b>	Award D-B Contract	<b>Jun 2015</b>
Start Working Drawings	<b>Jul 2015</b>	Complete Construction	<b>Mar 2018</b>
Complete Working Drawings	<b>Mar 2016</b>	Advertise for FF&E	<b>Sep 2017</b>
DSA Final Approval	<b>Sep 2016</b>	DSA Close Out	<b>Aug 2018</b>

Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/2015, 8/22/2016 and 6/26/2017. On February 28, 2011, the Board approved \$12,500,000, originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building with \$8,950,000 additional funds Board approved on June 23, 2014. On June 22, 2015, the Board approved \$3,250,000 for associated parking. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The College applied Irvine Valley College RDA funds equaling \$1,250,000 for an expanded lobby and \$700,000 for additional IT equipment. On June 26, 2017, the Board approved \$1,100,000.

	Original	Revision	Total
Project Budget:	\$23,000,000	\$ 6,350,000	\$29,350,000
District Funding Commitment:	\$23,000,000	\$ 6,350,000	\$29,350,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$21,450,000	\$ 5,950,000	\$27,400,000
College Contribution:	\$0	\$ 1,950,000	\$ 1,950,000

Status: Project Closeout

In Progress: *Coordinate with contractor and SCE for battery storage Permission to Operate (PTO).*

Recently Completed: *Installed battery storage system.*

Focus: Obtain photovoltaic and battery storage interconnect agreements with utility agency allowing both systems to “go live”.

#### 4. ATEP – SIGNAGE PROJECT

Project Description: Wayfinding signage for ATEP consists of monument, vehicle and pedestrian signage. This signage will define the campus as a destination, support route planning, clarify entrances and parking, create a main pathway, and establish a standardized naming system.

Start Preliminary Plans	<b>Mar 2017</b>	Award Construction Contract	<i>Jun 2019</i>
Start Working Drawings	<b>Aug 2018</b>	Complete Construction	<i>Feb 2020</i>
Complete Working Drawings	<i>Nov 2018</i>	Advertise for FF&E	N/A
DSA Final Approval	<i>Feb 2019</i>	DSA Close Out	<i>Apr 2020</i>

Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$500,000.

	Original	Revision	Total
Project Budget:	\$3,000,000	\$0	\$3,000,000
District Funding Commitment:	\$ 500,000	\$0	\$ 500,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 500,000	\$0	\$ 500,000

Status: Design Phase.

In Progress: Review of design submittal.

Recently Completed: Staff accepted a draft project schedule based on design timeline and projected DSA review.

Focus: Staff is validating the schedule for Phase I signage.

## DISTRICT WIDE

### 1. SUSTAINABILITY/ ENERGY PLAN

Project Description: The Sustainability/Energy Plan supports the colleges' plans for future sustainability/energy projects, will provide best practices, aid with energy savings programs, and recommend various sustainability projects. The project has two phases, the first develops building design and construction guidelines and the second develops campus organizational policies and procedures. The Plan will inform the upcoming Facilities Master Plan process. Staff will update the schedule below when Phase II begins.

Kick Off, Phase I	<b>Jan 2017</b>	Start Plan Development	<b>Feb 2017</b>
Start Research/Analysis	<b>Jan 2017</b>	Complete Plan	<b>May 2017</b>
Complete Research/Analysis	<b>Feb 2017</b>	Final Plan, Phase I	<b>Nov 2017</b>

Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017, and 5/21/2018. On June 22, 2015, the Board approved \$200,000. On August 22, 2016, the Board approved \$40,000. On June 26, 2017, the Board approved \$200,000. On May 21, 2018, the Board approved \$200,000.

	Original	Revision	Total
Project Budget:	\$200,000	\$440,000	\$640,000
District Funding Commitment:	\$200,000	\$440,000	\$640,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$440,000	\$640,000

Status: Between Phase I and II efforts.

In Progress: Determining committee facilitator and composition for Phase II.

Recently Completed: Phase I final plan.

Focus: Develop Phase II scope of work and committee composition.

## **2. ADA TRANSITION PLAN AND SELF EVALUATION**

Project Description: The ADA Transition Plan project audited District-wide access compliance and prioritized, budgeted and scheduled the District's Americans with Disabilities Act (ADA) Transition Plans. This information will inform the upcoming Facilities Master Plan process. Phase II work includes self-evaluation of services, policies and practices.

Kick Off – Phase II	Nov 2018	Start Report Development	Feb 2019
Start Research/Analysis	Nov 2018	Complete Report Development	Apr 2019
Complete Research/Analysis	Jan 2019	Final Report	May 2019

Budget Narrative: Budget reflects Board action on 6/22/2015, 6/27/2016 and 6/26/2017. On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. On June 26, 2017, the Board approved \$400,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$840,000	\$1,240,000
District Funding Commitment:	\$400,000	\$840,000	\$1,240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$840,000	\$1,240,000

Status: Phase I work complete. Meetings with District and college steering committee and work groups to begin in *November*.

In Progress: The consultant is reviewing existing District policies.

Recently Completed: Award of Phase II, Self-Evaluation agreement.

Focus: Kick off Phase II, Self-Evaluation.

## **3. TECHNOLOGY CONSULTANT FOR CAPITAL CONSTRUCTION**

Project Description: This project develops District-wide technology and building access control standards for capital construction projects and provides technology oversight during construction. The standards will inform construction documents establishing design guidelines for telecommunications/network infrastructure and associated equipment.

Kick Off	<b>Jul 2017</b>	Start Report Development	<b>Oct 2017</b>
Start Research/Analysis	<b>Jul 2017</b>	Complete Draft Report	<b>Apr 2018</b>
Complete Research/Analysis	<b>Sep 2017</b>	Final Report	<b>Aug 2018</b>

Budget Narrative: Budget reflects Board action on 8/22/2016, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$460,000. On June 26, 2017, the Board approved \$100,000. On May 21, 2018, the Board approved \$25,000.

	Original	Revision	Total
Project Budget:	\$460,000	\$125,000	\$585,000
District Funding Commitment:	\$460,000	\$125,000	\$585,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$460,000	\$125,000	\$585,000

Status: Recommendations phase.

In Progress: Complete campus standards and procurement processes for cable infrastructure, audio visual, access control and wireless.

Recently Completed: End users are reviewing final security standards.

Focus: Staff is evaluating contract requirements for close-out.

#### 4. MAPPING AND CONDITION ASSESSMENT

Project Description: This project comprehensively documents the horizontal and vertical positions of underground utilities and assesses existing conditions. Accurate utility information prevents construction delays, claims, and utilities conflicts.

Kick Off	<b>Aug 2018</b>	Start Report Development	<b>Aug 2018</b>
Start Research/Analysis	<b>Aug 2018</b>	Draft Report	Mar 2019
Complete Research/Analysis	Mar 2019	Final Report	Jun 2019

Budget Narrative: Budget reflects Board action on 8/22/2016, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$400,000. On June 26, 2017, the Board approved \$500,000. On May 21, 2018, the Board approved \$3,000,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$3,500,000	\$3,900,000
District Funding Commitment:	\$400,000	\$3,500,000	\$3,900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$3,500,000	\$3,900,000

Status: Phase One (Underground Utility Systems Designating & Mapping Phase) at Saddleback College.

In Progress: Locating and mapping underground utilities at Saddleback College's softball fields, Child Development Center, and entrances. Documenting service rooms inside existing structures and associated points of connection. Surveying underground utility elevations and initiating the supplemental topographic survey.

Recently Completed: Established and reviewed the naming and numbering conventions of underground utility structures with Saddleback College Facilities, Maintenance & Operations (FMO) and Information Technology (IT) staff.

Focus: The mapping process continues at Saddleback College using electromagnetic tools, ground penetrating radar (GPR), ram rods, robotic cameras and other investigation tools.

## 5. SC SCIENCE & MATHEMATICS (SM) BUILDING ASSESSMENT & IVC STRUCTURAL ANALYSIS

Project Description: The Saddleback College Science & Mathematics (SM) Building project assesses structural and life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code requirements and create like-new conditions. The IVC Structural Analysis project will assess foundations and perform a seismic analysis on four buildings: A300, Performing Arts Center (PAC), PE 100, and Student Services Center (SSC) to investigate slab-on-grade and interior wall cracks. A final report will recommend corrections and estimate costs.

Kick Off	<b>Jul 2018</b>	Start Report Development	<b>Sep 2018</b>
Start Research/Analysis	<b>Jul 2018</b>	Draft Report	<i>Dec 2018</i>
Complete Research/Analysis	<b>Sep 2018</b>	Final Report	Jan 2019

Budget Narrative: Budget reflects Board action on 6/22/2015 and 6/26/2017. On June 22, 2015, the Board approved \$750,000. On June 26, 2017, the Board approved \$355,000 to fund Project Pre-planning and Investigation dollars, \$200,000 of which was applied to this project.

	Original	Revision	Total
Project Budget:	\$750,000	\$200,000	\$950,000
District Funding Commitment:	\$750,000	\$200,000	\$950,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$750,000	\$200,000	\$950,000

Status: Assessment Phase.

In Progress: Staff and consultant are analyzing and assessing data collected during the SM Building field investigation. The consultant is developing cost estimates for building renovation and replacement options.

Recently Completed: Field investigation completed at IVC.

Focus: Staff and consultants are completing data assessment.

## 6. SC TECHNOLOGY AND APPLIED SCIENCES (TAS) BUILDING ASSESSMENT

Project Description: The Saddleback College Technology and Applied Sciences (TAS) Building project assesses structural and life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code requirements and create like-new conditions. The assessment will build upon information obtained during the previous TAS building renovation design process with a focus on evaluating the potential for repurposing rather than demolishing the building.

Kick Off	<b>Jul 2018</b>	Start Report Development	<b>Aug 2018</b>
Start Research/Analysis	<b>Jul 2018</b>	Draft Report	<b>Sep 2018</b>
Complete Research/Analysis	<b>Aug 2018</b>	Final Report	<b>Nov 2018</b>

Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$175,000.

	Original	Revision	Total
Project Budget:	\$175,000	\$0,00	\$175,000
District Funding Commitment:	\$175,000	\$0,00	\$175,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$175,000	\$0,00	\$175,000

Status: *Deliverable Phase.*

In Progress: *Stakeholders are reviewing the draft condition assessment report.*

Recently Completed: *Report distribution to project's stakeholders for review and comment. "Page Turner" review meeting with Saddleback College Executive Cabinet and project's consultants.*

Focus: *Answer any questions to aid with the decision regarding building renovation versus demolition.*

## GENERAL NOTES

- Project updates for active projects may be viewed at:

<http://www.socccd.edu/businessservices/ProjectUpdates.html>



- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
  - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
  - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 50% match) as the economy has changed from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
  - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

**TO:** Board of Trustees

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

**RE:** |SOCCCD: Monthly Financial Status Report |

**ACTION:** Information

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**BACKGROUND**

Monthly General Fund financial reports (EXHIBIT A) 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, 2018 (EXHIBIT A). A review of current revenues and expenditures for FY 2018-2019 show they are in line with the budget.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
General Fund Income and Expenditure Summary  
As of September 30, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
BEGINNING FUND BALANCE:		\$ 70,700,080	70,700,080	70,700,080	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 2,632,479	2,632,479	256,530	9.74%
State Sources	8600-8699	70,069,588	70,026,889	27,532,345	39.32%
Local Sources	8800-8899	255,319,299	256,871,799	26,730,444	10.41%
Other Financing Sources	8900-8912	-	-	-	
Total Revenue		328,021,366	329,531,167	54,519,319	16.54%
FISCAL AGENT PASS THROUGH	8970-8979	4,528,571	4,528,571	1,134,453	25.05%
INCOMING TRANSFERS	8980-8989	6,446,040	6,526,040	250,000.00	3.83%
<b>TOTAL SOURCES OF FUNDS</b>		<b>\$ 409,696,057</b>	<b>411,285,858</b>	<b>126,603,852</b>	<b>30.78%</b>
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 95,430,837	95,989,040	18,670,987	19.45%
Classified Salaries	2000-2999	59,257,036	59,111,147	8,423,831	14.25%
Employee Benefits	3000-3999	61,420,772	61,543,564	13,407,730	21.79%
Supplies & Materials	4000-4999	9,360,109	9,336,018	810,139	8.68%
Services & Other Operating	5000-5999	43,630,360	42,818,912	6,779,073	15.83%
Capital Outlay	6000-6999	15,603,835	16,294,733	1,288,188	7.91%
Payments to Students	7500-7699	3,467,749	4,667,085	1,258,233	26.96%
Total Expenditures		\$ 288,170,698	289,760,499	50,638,181	17.48%
OTHER FINANCING USES:					
Inter Fund Transfers Out	7300-7399	\$ 1,235,000	1,235,000	943,917	76.43%
Basic Aid Transfers Out	7300-7399	74,755,841	74,755,841	-	0.00%
Intra Fund Transfers Out	7400-7499	4,528,571	4,528,571	(79,538)	0.00%
Total Other Uses		80,519,412	80,519,412	864,379	1.07%
<b>TOTAL USES OF FUNDS</b>		<b>368,690,110</b>	<b>370,279,911</b>	<b>51,502,560</b>	<b>13.91%</b>
<b>ENDING FUND BALANCE</b>		<b>\$ 41,005,947</b>	<b>41,005,947</b>	<b>75,101,292</b>	
<b>RESERVES</b>					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 23,847,231	23,847,231		
Reserve for Economic Uncertainties		13,858,716	13,858,716		
College Reserves for Economic Uncertainties		3,300,000	3,300,000		
<b>TOTAL RESERVES</b>		<b>\$ 41,005,947</b>	<b>41,005,947</b>		

NOTE: As of September 30, 2017 actual revenues to date were **30.46%** and actual expenditures to date were **14.26%** of the revised budget to date.

**SADDLEBACK COLLEGE**

General Fund Income and Expenditure Summary  
As of September 30, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		\$ 16,885,602	16,885,602	16,885,602	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 101,307,382	101,307,382	9,572,521	9.45%
Restricted Budget Allocation		45,338,840	45,787,059	21,877,647	47.78%
Total Revenue		146,646,222	147,094,441	31,450,168	21.38%
INCOMING TRANSFERS	8980-8989	3,796,040	3,796,040	250,000	6.59%
<b>TOTAL SOURCES OF FUNDS</b>		<u>\$ 167,327,864</u>	<u>167,776,083</u>	<u>48,585,770</u>	28.96%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 58,033,926	57,990,567	11,162,949	19.25%
Classified Salaries	2000-2999	30,774,599	30,886,547	4,222,009	13.67%
Employee Benefits	3000-3999	33,816,018	33,876,631	7,296,146	21.54%
Supplies & Materials	4000-4999	7,377,701	7,344,715	505,195	6.88%
Services & Other Operating	5000-5999	21,729,991	21,636,450	2,736,034	12.65%
Capital Outlay	6000-6999	9,822,234	10,475,403	918,782	8.77%
Payments to Students	7500-7699	2,588,395	2,380,770	127,813	5.37%
Total Expenditures		<u>\$ 164,142,864</u>	<u>164,591,083</u>	<u>26,968,928</u>	16.39%
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	\$ 885,000	885,000	943,917	106.66%
Other Transfers	7400-7499	-	-	-	
Total Other Uses		<u>885,000</u>	<u>885,000</u>	<u>943,917</u>	106.66%
<b>TOTAL USES OF FUNDS</b>		<u>165,027,864</u>	<u>165,476,083</u>	<u>27,912,845</u>	16.87%
<b>LOCATION OPERATING BALANCE</b>		<u>\$ 2,300,000</u>	<u>2,300,000</u>	<u>20,672,925</u>	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		<u>\$ 2,300,000</u>	<u>2,300,000</u>		

NOTE: As of September 30, 2017 actual revenues to date were **28.90%** and actual expenditures to date were **16.88%** of the revised budget to date.

**IRVINE VALLEY COLLEGE**

General Fund Income and Expenditure Summary  
As of September 30, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		\$ 5,257,350	5,257,350	5,257,350	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 65,828,516	65,828,516	9,015,441	13.70%
Restricted Budget Allocation		21,595,323	22,656,905	7,888,075	34.82%
Total Revenue		87,423,839	88,485,421	16,903,516	19.10%
INCOMING TRANSFERS	8980-8989	2,100,000	2,100,000	-	0.00%
<b>TOTAL SOURCES OF FUNDS</b>		<u>\$ 94,781,189</u>	<u>95,842,771</u>	<u>22,160,866</u>	23.12%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 33,258,855	33,860,417	6,690,768	19.76%
Classified Salaries	2000-2999	18,807,573	18,549,736	2,670,707	14.40%
Employee Benefits	3000-3999	21,234,208	21,296,387	4,568,810	21.45%
Supplies & Materials	4000-4999	1,875,908	1,884,803	288,131	15.29%
Services & Other Operating	5000-5999	12,055,190	11,267,283	1,392,116	12.36%
Capital Outlay	6000-6999	5,670,101	5,697,830	331,537	5.82%
Payments to Students	7500-7699	879,354	2,286,315	1,130,420	49.44%
Total Expenditures		\$ 93,781,189	94,842,771	17,072,489	18.00%
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	\$ -	-	-	
Other Transfers	7400-7499	-	-	-	
Total Other Uses		-	-	-	
<b>TOTAL USES OF FUNDS</b>		<u>93,781,189</u>	<u>94,842,771</u>	<u>17,072,489</u>	18.00%
<b>LOCATION OPERATING BALANCE</b>		<u>\$ 1,000,000</u>	<u>1,000,000</u>	<u>5,088,377</u>	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		<u>\$ 1,000,000</u>	<u>1,000,000</u>		

NOTE: As of September 30, 2017 actual revenues to date were **22.08%** and actual expenditures to date were **19.08%** of the revised budget to date.

**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 SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

### **STATUS**

This report is for the period ending August 31, 2018 (EXHIBIT A).

For August, the portfolio was composed of 50.5% Common Stocks (Domestic and International) and 49.5% Fixed Funds (Bonds). The portfolio's performance increased 0.94%, ending with a fair market value of \$118,920,059 and an annualized return of 5.86%.

September 13, 2018

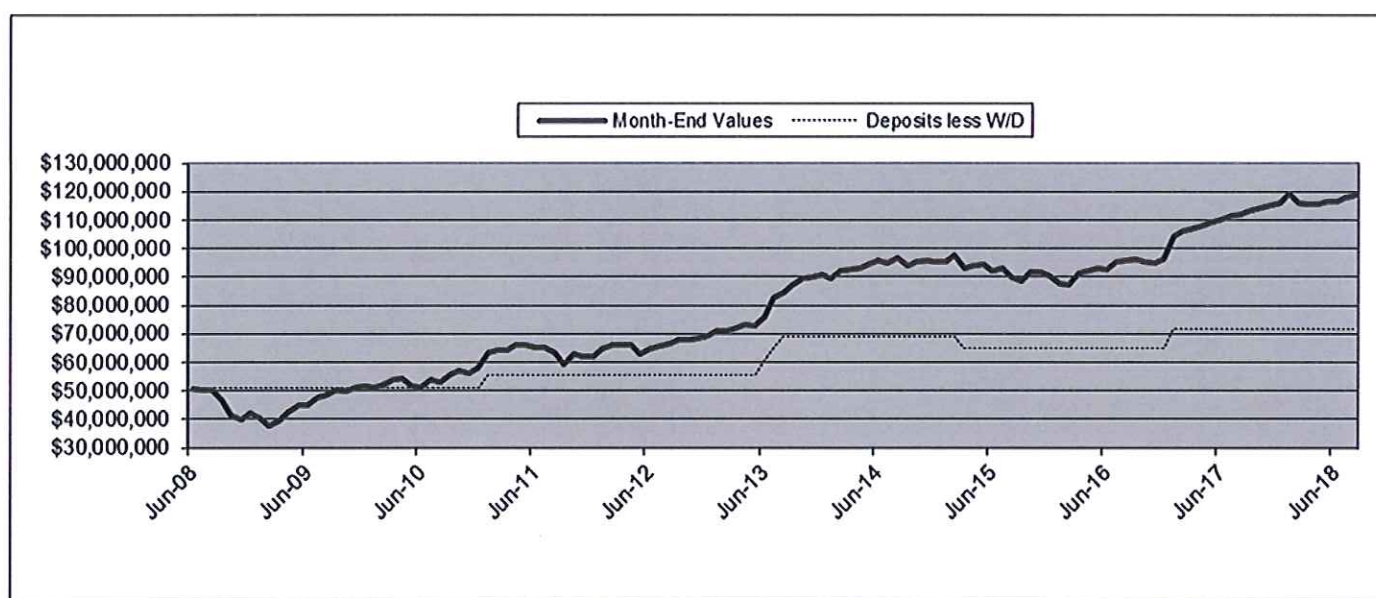
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust


With a fair market value on August 31st of \$118,920,058.66 your portfolio's performance was up 0.94% for the month and up 5.86% 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 (50.5%) and fixed income funds (49.5%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013, and \$6,876,877.96 on January 20, 2017 for a total of \$75,676,601.70. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>August 2018</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	0.94%	2.32%	5.86% annualized return
S&P 500	3.26%	9.94%	10.74% (Domestic Stocks)
MSCI EAFE	-1.93%	-2.28%	2.84% (International stocks)
Barclays Aggregate	0.64%	-0.97%	3.73% (Domestic Bonds)
Barclays Global	0.10%	-1.53%	2.52% (Global Bonds)



Very truly yours,

  
Scott W. Rankin  
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
June-17	\$ 6,876,878	\$ 71,676,602	\$ 110,063,884
July-17	\$ -	\$ 71,676,602	\$ 111,728,835
August-17	\$ -	\$ 71,676,602	\$ 112,145,520
September-17	\$ -	\$ 71,676,602	\$ 113,277,751
October-17	\$ -	\$ 71,676,602	\$ 114,061,414
November-17	\$ -	\$ 71,676,602	\$ 115,163,531
December-17	\$ -	\$ 71,676,602	\$ 116,227,289
January-18	\$ -	\$ 71,676,602	\$ 119,034,135
February-18	\$ -	\$ 71,676,602	\$ 115,906,436
March-18	\$ -	\$ 71,676,602	\$ 115,625,568
April-18	\$ -	\$ 71,676,602	\$ 115,818,885
May-18	\$ -	\$ 71,676,602	\$ 116,640,143
June-18	\$ -	\$ 71,676,602	\$ 116,478,409
July-18	\$ -	\$ 71,676,602	\$ 117,809,747
August-18	\$ -	\$ 71,676,602	\$ 118,920,059
	<b>\$ 71,676,602</b>		



**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, 2018 for FY 2018-2019, is attached (EXHIBIT A) for the Board of Trustees' information and review.

# CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

## Quarterly Financial Status Report, CCFS-31 IQ

[VIEW QUARTERLY DATA](#)

CHANGE THE PERIOD ▼

Fiscal Year: 2018-2019

District: (890) SOUTH ORANGE

Quarter Ended: (Q1) Sep 30, 2018

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2015-16	Actual 2016-17	Actual 2017-18	Projected 2018-2019
Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	242,408,781	247,386,136		260,943,682
A.2	Other Financing Sources (Object 8900)	493,350	4,835,415		6,276,040
A.3	Total Unrestricted Revenue (A.1 + A.2)	242,902,131	252,221,551		267,219,722
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	175,141,624	189,573,456		211,641,505
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	64,756,402	57,374,918		75,740,841
B.3	Total Unrestricted Expenditures (B.1 + B.2)	239,898,026	246,948,374		287,382,346
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	3,004,105	5,273,177		-20,162,624
D.	Fund Balance, Beginning	47,612,695	50,616,800		61,168,571
D.1	Prior Year Adjustments + (-)	0	0		0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	47,612,695	50,616,800		61,168,571
E.	Fund Balance, Ending (C. + D.2)	50,616,800	55,889,977		41,005,947
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	21.1%	22.6%		14.3%

## II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	24,927	27,365	26,963	26,963
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## III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2015-16	2016-17	2017-18	2018-2019
H.1	Cash, excluding borrowed funds		30,118,118	52,880,605	62,240,666
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	31,614,193	30,118,118	52,880,605	62,240,666

## 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)	260,943,682	260,943,682	24,897,788	9.5%
I.2	Other Financing Sources (Object 8900)	6,196,040	6,276,040	80,000	1.3%
I.3	<b>Total Unrestricted Revenue (I.1 + I.2)</b>	267,139,722	267,219,722	24,977,788	9.3%
J.	<b>Expenditures:</b>				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	211,561,505	211,641,505	44,799,933	21.2%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	75,740,841	75,740,841	635,000	0.8%
J.3	<b>Total Unrestricted Expenditures (J.1 + J.2)</b>	287,302,346	287,382,346	45,434,933	15.8%
K.	<b>Revenues Over(Under) Expenditures (I.3 - J.3)</b>	-20,162,624	-20,162,624	-20,457,145	
L	Adjusted Fund Balance, Beginning	61,168,571	61,168,571	61,168,571	
L.1	<b>Fund Balance, Ending (C. + L.2)</b>	41,005,947	41,005,947	40,711,426	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	14.3%	14.3%		

V. Has the district settled any employee contracts during this quarter? **YES**

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
<b>a. SALARIES:</b>								
<b>Year 1:</b> 2018-19	436,071	2.5%						
<b>Year 2:</b> 2019-20	534,189	2.5%						
<b>Year 3:</b> 2020-21	547,544	2.5%						
<b>b. BENEFITS:</b>								
<b>Year 1:</b> 2018-19	105,782	2.5%						
<b>Year 2:</b> 2019-20	142,304	2.5%						
<b>Year 3:</b> 2020-21	156,843	2.5%						

\* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

It will be funded by local property tax revenue, 8811-8816.

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**  
This year? **NO**  
Next year? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

**TO:** Board of Trustees

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

**RE:** SOCCCD: Basic Aid Report

**ACTION:** Information

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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, 2018, total estimated Basic Aid receipts are \$840.5M and total approved projects are \$816.7M as shown in EXHIBIT A. The balance of \$23.8M is the reserve for unrealized tax collections and returned funds available for distribution.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

There were no changes for the FY 2018-2019 Basic Aid allocation from the August, 2018 Board report. The year-to-date actual amounts have been updated as of September 30, 2018.

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
October 29, 2018**

<i>Project Description</i>	<i>Approved Amount</i>	<b>1999/2015 Actual</b>	<b>2015/16 Actual</b>	<b>2016/17 Actual</b>	<b>2017/18 Actual</b>	<b>2018/19 YTD Actual</b>	<b>Balance Remaining for 2018/2019</b>
<b>CLOSED PROJECTS</b>							
CLOSED PROJECTS TOTAL	261,245,034	240,296,894	12,042,829	7,494,691	1,410,620		0
<b>CAPITAL PROJECTS</b>							
ATEP Building Demolition (2007)	13,700,000	6,889,825	22,998	(1,949)	-	-	6,789,126
ATEP First Building Phase 3A (2011)	27,400,000	337,734	1,985,988	8,213,622	12,783,368	246,061	3,833,227
ATEP First Building Support (2017)	1,520,325	-	-	-	471,425	103,994	944,906
ATEP Site Development (2013)	10,625,000	2,361,322	1,054,743	955,676	3,819,736	91,092	2,342,430
ATEP Utilities/Infrastructure Phase I (2016)	9,475,000	-	547,695	781,024	4,758,015	27,846	3,360,420
ATEP Signage (2018)	500,000	-	-	-	-	-	500,000
IVC A200 Success Center (2014)	505,005	-	-	-	-	-	505,005
IVC B200 (2015 & 2018)	1,900,000	-	4,257	151,187	61,515	25,288	1,657,754
IVC B400 Labs and Entrance Controls (2015)	410,000	1,600	4,333	-	182,903	1,585	219,579
IVC Defects Performing Arts Center (2014)	1,400,000	57,347	-	51,646	41,346	287,077	962,584
IVC Design and Install Entrance from Barranca (2003)	2,336,884	371,625	92,072	1,710,284	70,855	-	92,048
IVC Fine Arts Building (2008)	15,448,598	61,278	-	-	-	-	15,387,320
IVC Health Center/Concessions Building (2016 & 2018)	7,500,000	-	67,133	123,047	363,732	1,960	6,944,128
IVC Life Sciences Project (2004)	2,490,000	2,142,655	14,207	44,513	105,987	-	182,638
IVC New Parking Lot (2013 & 2018)	8,788,000	-	18,950	105,492	289,578	74,449	8,299,530
IVC Upgrade Exterior & Entries to B300 (2013)	680,000	-	-	5,700	64,401	95,745	514,154
IVC Access Controls (2018)	1,718,815	-	-	-	-	-	1,718,815
SC Building Repairs - LRC Comm Arts Renovation (2013)	3,839,073	1,729,361	102,627	1,173,322	202,311	5,705	625,747
SC Building Repairs - ATAS Building (2003 & 2018)	65,408,935	921,232	332,307	55,396	693,343	50,457	63,356,200
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687	2,176,705	7,435,103	92,372	77,537	-	467,969
SC Data Center Project (2016)	1,000,000	-	-	7,472	35,558	2,125	954,845
SC Fire Alarm System (2015)	500,000	-	-	46,259	14,416	-	439,325
SC LRC Defects (2015)	750,000	-	8,272	48,892	692,836	-	-
SC New Gateway Building (2013)	19,658,820	-	-	-	-	-	19,658,820
SC Sciences Building (M/S/E annex) (2003)	62,399,870	37,893,699	20,710,561	3,299,444	13,370	-	482,796
SC SME Building Renovation (2016)	750,000	-	-	1,499	39,668	76,438	632,395
SC Stadium and Site Improvements (2008)	39,525,000	472,997	347,766	-	371,780	3,532,512	34,799,945
SC PE Renovation (2018)	1,800,000	-	54,351	8,925	147,987	-	1,588,737
SC Water Damages/Storm Drainage Issues (2013)	750,000	16,643	11,889	-	-	-	721,468
SC Access Controls (2018)	4,000,000	-	-	-	-	-	4,000,000
CAPITAL PROJECTS TOTAL	317,029,012	55,434,024	32,815,252	16,873,823	25,301,668	4,622,334	181,981,911
<b>SCHEDULED MAINTENANCE</b>							
IVC Library Exterior (2013)	275,000	7,119	-	-	65,680	147,577	54,625
IVC Lighting & Walkways (2013)	795,055	502,809	6,750	29,348	31,500	19,426	205,222
IVC SM B100 Roof & HVAC (2015)	493,350	-	-	-	-	-	493,350
IVC Sports Facilities (2012)	342,600	74,579	29,488	164,094	73,269	-	1,170
SC HVAC PE 100 (2014)	800,000	-	-	-	-	-	800,000
SC PE200 Bleacher Repairs (2014)	575,000	2,841	88,099	117,185	366,875	-	0
SC PE Complex (2013)	650,000	-	-	-	646,500	3,660	(160)
SC Walkway Lot 9 to Quad (2017 & 2018)	850,000	-	-	-	173,348	294,850	381,802
IVC Soccer and Practice Fields (2018)	175,000	-	-	-	-	-	175,000
IVC SM Roofs (2018)	3,000,000	-	-	-	-	-	3,000,000
IVC SM Painting (2018)	343,162	-	-	-	-	-	343,162
IVC SM Electrical (2018)	300,000	-	-	-	-	-	300,000
IVC SM Floors & Finishes (2018)	185,000	-	-	-	-	-	185,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	8,784,167	587,348	124,336	310,627	1,357,172	465,513	5,939,172
<b>IT PROJECTS</b>							
Campus Desktop Refresh (2013)	4,249,334	3,405,521	306,537	531,912	1,772	-	3,592
Campus Desktop Refresh (2015 & 2018)	5,558,754	-	1,398,967	104,864	1,589,302	10,892	2,454,729
IVC Server Refresh (2018)	200,000	-	-	-	-	-	200,000

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
October 29, 2018**

<b>Project Description</b>	<b>Approved Amount</b>	<b>1999/2015 Actual</b>	<b>2015/16 Actual</b>	<b>2016/17 Actual</b>	<b>2017/18 Actual</b>	<b>2018/19 YTD Actual</b>	<b>Balance Remaining for 2018/2019</b>
IVC Cabling (2018)	32,000						32,000
IVC Network Access Control (2018)	160,000						160,000
SC Server Refresh (2018)	207,247						207,247
SC Cabling (2018)	55,845						55,845
SC Network Access Control (2018)	160,000						160,000
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600	35,906	109,832	51,194	33,686	108,348	114,635
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600	-	-	38,416	-	-	77,184
SOCCCD Blackboard Plug-ins (2013)	150,000	17,400	30,950	5,205	16,275	-	80,170
SOCCCD Classroom Technology and Audio Visual Refresh (2016 & 2018)	5,866,154	-	125,602	360,359	134,207	23,801	5,222,185
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000	-	8,113	566,119	124,335	-	36,433
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720	848,849	233,714	197,840	130,532	63,299	120,486
SOCCCD District IT Back Office Automation (2016)	210,000	-	69,488	-	140,512	-	-
SOCCCD District-wide Network Security (2015)	912,395	322,157	40,960	-	149,670	85,716	313,892
SOCCCD District-wide Network Security Firewall Refresh (2016)	820,000	-	-	711,769	108,231	9,757	(9,757)
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658	6,150,401	410,194	119,524	64,759	30,509	209,270
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000	31,386	7,500	12,500	85,150	3,600	9,864
SOCCCD Faculty and Staff Email Infrastructure Refresh (2016)	355,052	-	-	314,033	41,019	-	(0)
SOCCCD HR/Bus Svcs Integrated Software (2013 & 2018)	17,392,300	7,724,381	3,506,054	2,381,424	1,507,314	172,296	2,100,832
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500	-	-	27,600	26,450	-	450
SOCCCD IT Basic Aid Projects (2013) Unified Communications Sys	50,000	14,400	-	12,460	-	-	23,140
SOCCCD IT Basic Aid Projects (2013) IT Contingency	907,328	64,600	-	-	-	-	842,728
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	8,354,376	131,573	211,137	12,545	711	34,428
SOCCCD MAP Enhancements (2017 & 2018)	665,000	-	-	-	191,384	65,513	408,104
SOCCCD Master Calendar Integration (2014)	300,000	59,177	-	-	240,823	-	0
SOCCCD MySite Security (2014)	302,000	211,942	67,732	(18,061)	40,387	-	0
SOCCCD New Student Print Solution (2016)	238,921	-	124,115	91,088	-	-	23,718
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000	-	5,199	-	36,225	-	159,576
SOCCCD Predictive Analytics (2013)	250,000	116,567	68,615	12,118	6,710	-	45,990
SOCCCD Refresh MDF and IDF (2016)	1,000,000	-	195,340	95,097	26,854	4,479	678,230
SOCCCD Server and Storage Scheduled Maintenance (2016)	350,000	-	235,662	-	12,531	23,434	78,373
SOCCCD Server Configuration & Security (2017)	180,000	-	-	-	27,247	37,628	115,125
SOCCCD Service Desk Software (2017)	465,000	-	-	-	9,835	-	455,165
SOCCCD Student Early Alert System (2016)	226,800	-	-	-	36,752	78,896	111,153
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000	-	-	-	-	-	600,000
SOCCCD Student Information System Enhancement (2013 & 2018)	11,769,600	4,146,895	1,544,979	1,574,564	2,314,103	367,717	1,821,343
SOCCCD Student Success Roadmap (2017)	875,000	-	-	-	1,608	5,690	867,703
SOCCCD Support Multiple Prerequisites (2015)	302,400	12,584	150,559	103,527	-	-	35,730
SOCCCD System Testing and Stability (2016)	377,000	-	46,465	16,139	281,765	-	32,631
SOCCCD Tableau for Data Visualization (2016)	270,000	-	192,434	39,405	4,193	15,000	18,968
SOCCCD Unified Student ID Card (2016)	452,000	-	-	-	75,190	12,480	364,330
SOCCCD Waitlist Modification (2014)	699,600	249,920	-	2,430	4,090	734	442,428
SOCCCD Wireless Coverage Expansion (2015)	738,000	30,452	7,649	425,660	212,570	185,569	(123,901)
SOCCCD Wireless Upgrade (2016)	1,907,990	-	-	20,017	791,591	119,910	976,472
SOCCCD Workday Student BPA Sessions (2016)	317,800	-	73,482	42,432	-	-	201,886
SOCCCD Workday Student Influencer Program (2016)	375,000	-	15,211	146,545	12,965	3,436	196,843
SOCCCD SIS Student Health (2018)	350,000					-	350,000
SOCCCD Information Security Contract Services (2018)	360,000						360,000
SOCCCD DevOps / Identity Management Engineering (2018)	200,000						200,000
SOCCCD Curriculum Management System (2018)	467,600						467,600
SOCCCD Infrastructure Expansion (2018)	170,000						170,000
SOCCCD Privilege Access Management (PAM) (2018)	240,000						240,000
SOCCCD Registration Restriction Module (2018)	302,400						302,400
SOCCCD Co-locate District-wide Infrastructure (2018)	60,000						60,000
SOCCCD Faculty Syllabus Builder(2018)	315,000						315,000
SOCCCD Automated Student Assistant (AI Chatbot) (2018)	475,000						475,000

**South Orange County Community College District  
Expenditure History for Approved Basic Aid Projects  
October 29, 2018**

<i>Project Description</i>	<i>Approved Amount</i>	<b>1999/2015 Actual</b>	<b>2015/16 Actual</b>	<b>2016/17 Actual</b>	<b>2017/18 Actual</b>	<b>2018/19 YTD Actual</b>	<b>Balance Remaining for 2018/2019</b>
SOCCCD MySite Faculty Services Upgrade (2018)	275,000						275,000
SOCCCD Innovation Fund (2018)	518,220						518,220
<b>IT PROJECTS TOTAL</b>	<b>82,715,588</b>	<b>31,796,914</b>	<b>9,106,926</b>	<b>8,197,317</b>	<b>8,492,579</b>	<b>1,429,416</b>	<b>23,692,436</b>
<b>OTHER ALLOCATIONS</b>							
SOCCCD Design/Build Specialty Consultant (2013)	525,000	171,660	95,962	23,965	-	-	233,413
SOCCCD Dist Union Offices (2014)	162,750	29,115	3,742	2,046	-	-	127,847
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	1,240,000	-	283,949	373,583	26,631	-	555,837
SOCCCD District-wide ADA Transition Plan Projects (2017)	6,000,000	-	-	-	-	-	6,000,000
SOCCCD District-wide Mapping (2015 & 2018)	3,900,000	-	-	48	32,355	120,050	3,747,547
SOCCCD District-wide Sustainability/Energy Planning (2016 & 2018)	640,000	-	6,453	220,923	58,495	-	354,129
SOCCCD District-wide Tech Consultant for Capital Constr (2016 & 2018)	585,000	-	-	66,552	118,564	1,708	398,177
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	915,000	145,830	10,263	18,108	-	44,334	696,465
SOCCCD DSA Project Close Out (2013)	400,000	33,531	13,926	155,958	840	-	195,745
SOCCCD Educational Facilities Master Plan (2016)	1,400,000	-	-	-	25,849	-	1,374,151
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000	3,040	-	6,597	26,664	13,280	160,419
SOCCCD Insurance Deductibles (2014)	900,000	200,000	100,000	100,000	-	-	500,000
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	1,135,000	585,002	111,686	100,912	130,751	9,900	196,749
SOCCCD Legal Counsel Facility Related Issues (2013)	863,000	74,281	17,878	93,815	52,705	(28,470)	652,791
SOCCCD Pension Rate Stabilization Program (2016)	39,700,000	-	14,500,000	12,600,000	12,600,000	-	-
SOCCCD Pre-Planning and Investigation (2015 & 2018)	785,000	3,343	29,087	149,215	53,797	64,603	484,956
SOCCCD Trustee Election/General Election Expense (2004 - present)	3,348,988	2,142,527	-	483,157	-	-	723,304
SOCCCD Retiree Benefits (2001 - present)	84,181,683	60,027,683	3,600,000	11,050,000	4,610,000	-	4,894,000
<b>OTHER ALLOCATIONS TOTAL</b>	<b>146,891,421</b>	<b>63,416,012</b>	<b>18,772,946</b>	<b>25,444,879</b>	<b>17,736,650</b>	<b>225,404</b>	<b>21,295,530</b>
<b>BASIC AID PROJECT TOTALS</b>	<b>816,665,222</b>	<b>391,531,191</b>	<b>72,862,289</b>	<b>58,321,337</b>	<b>54,298,688</b>	<b>6,742,667</b>	<b>232,909,050</b>

Commitments	550,648,290	61,387,393	59,909,924	61,527,020		83,192,544
Cumulative Commitments	550,648,290	612,035,682	671,945,606	733,472,626		816,665,170
Receipts	575,592,706	52,672,948	66,017,281	72,940,087		73,289,378
Cumulative Receipts	575,592,706	628,265,654	694,282,935	767,223,022		840,512,400
Cumulative Expenses	391,531,191	464,393,481	522,714,818	577,013,506		583,756,173
Uncommitted Basic Aid Funds	184,061,515	163,872,173	171,568,117	190,209,516		23,847,230

	<i>Approved Amount</i>					<i>Receipts Change</i>	<i>Commitment Change</i>
<b>Change from August 2018 Report:</b>							
<i>FY 2018-2019 Basic Aid Allocation</i>							
<i>FY 2017-2018 Increase/Decrease in Receipts</i>							
<i>FY 2018-2019 Estimated Receipts</i>							
<b>Total Change from August 2018 Report</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>



**TO:** Board of Trustees

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

**RE:** Reports from Administration and Governance Groups

**ACTION:** None

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

Chancellor, College Presidents and Student Government written reports are included with this item for information.

*Speakers are limited up to two minutes each.*

Saddleback College Academic Senate  
Faculty Association  
Irvine Valley College Academic Senate  
Vice Chancellor, Technology & Learning Services  
Vice Chancellor, Human Resources  
Vice Chancellor, Business Services  
Irvine Valley College Classified Senate  
California School Employees Association  
Saddleback College Classified Senate  
Police Officers' Association



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

**DATE:** October 29, 2018  
**TO:** Members of the Board of Trustees  
**FROM:** Kathleen Burke, Ed.D, Chancellor  
**SUBJECT:** District Services Report October 29, 2018 Board of Trustees Meeting

### **Status of Saddleback College President Recruitment**

The search for our new President of Saddleback College is almost at a close. We began the search process on July 13, 2018 with a total of 23 applications that were forwarded to the Search Committee for Review. Of the 23 applications, nine candidates were interviewed and four were invited to interview. The process consisted of meetings with our Consultation Counsel; a series of public forums for the campus community and an interview with Vice Chancellor Gable and Vice Chancellor Bramucci and me. At tonight's meeting, the Board will consider my recommendation to appoint and introduce the new Saddleback College President.

### **Crisis Communications Plan**

The District has retained the services of SAE Communications, a well-known and highly regarded strategic communications firm, to assist us in creating a comprehensive crisis communications plan to guide the District's emergency communications during natural/human-caused disasters and crises of confidence-types of incidents. As part of the research phase for the plan development, we will be scheduling a brief interview with each Trustee to gain your perspective on our current crisis communications efforts. We anticipate completion of the plan by early 2019.



## **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: Jim Buysse, Interim President

SUBJECT: Report for October 29, 2018 Board of Trustees Meeting

### **Saddleback College Hosts CCCAA Conference**

On October 11 and 12, the Saddleback College Division of Counseling Services hosted the California Community College Assessment Association's annual (CCCAA) two-day conference. Laura Hope from the State Chancellor's Office served as keynote speaker and provided an update on AB 705, AB 1805, and Guided Pathways. In addition, an update was provided by Jennifer Coleman, the Statewide Program Director leading the High School Transcript Data Collection Project. The conference allowed for college leaders and matriculation staff to share and update their efforts to meet new state mandates and help support student completion.

### **Annual High School Conference**

On October 16 the Counseling Services Division welcomed more than 80 high school guidance counselors from our 10 area high schools for the annual High School Conference. This half-day conference featured updates on the College Promise, Counseling 100 class, Freshman Advantage, new placement policies, as well as a breakout session during lunch featuring college "experts," in the area of our Honors Program, Athletic Counseling, EOPS, DSPS, Early College, AB 705, and career education. This was a valuable day to strengthen our relationship with our high school partners as we work together to transition high school seniors to Saddleback College.

### **WALL Literary Journal Public Reading**

Student writers and artists featured in the 2018 edition of WALL, Saddleback College's award-winning literary journal, read their poetry, short stories, and personal narratives, while artists and photographers discussed the creative inspiration behind their work, on October 18 in HS 145. Some of the works were presented as oral interpretations by speech students.

WALL Literary Journal has won a First Place Award for six consecutive years -- from 2012 through 2017 -- in a national competition among literary magazines sponsored by the American Scholastic Press Association (ASPA). The ASPA designated the 2016 edition of WALL as "Outstanding Literary-Art Magazine." In addition, the Community College Humanities Association recently selected the 2017 issue as "Best Overall Magazine" in the Pacific-Western Division of its national literary magazine competition.

WALL is created annually by students enrolled in English 160, a 3-unit class devoted to production of the journal. Students are involved in reading, selecting, and editing submissions as well as layout, design, and publicity. The journal is produced during the Spring Semester and distributed on campus in the Fall Semester.

For further information, go to the WALL website at [www.wallliteraryjournal.org](http://www.wallliteraryjournal.org).

**Graphic Design Students Capture Awards at Student Design Competition**

Graphic design students Alicia Long, Gloria Turnbull, and Atra Givarkes won first, second, and third place, respectively, at the Graphic Arts Education and Research Foundation Student Design Competition in Chicago on October 2. Entries were judged on their compelling and influential design, fictitious product and brand identification, creativity and originality, and use of printing enhancements.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'Jim Buysse', with a stylized, cursive script.

Jim Buysse  
Interim President



# IRVINE VALLEY COLLEGE

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**TO:** Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

**FROM:** Glenn R. Roquemore, PhD, President *GR*

**DATE:** October 18, 2018

**SUBJECT:** President's Report for the October 29, 2018 Board of Trustees Meeting

## IVC Sponsored the City of Irvine's Global Village Festival

The City of Irvine held its annual Global Village celebration on Saturday, September 22. IVC was again on-hand to participate at this year's new location at the Orange County Great Park. More than 30,000 local residents were in attendance along with IVC's Director of Outreach, Recruitment, and Student Support Services Amrik Johal and Outreach Specialist Anne Akers. They were accompanied by Adult English as a Second Language (AESL) staff Shelly Ho, Mohammad Khosravi, and Susan Akhavan. Hundreds of interested parents, students and community members stopped by to visit and learn more about IVC.



## IVC Marks Banned Books Week

On Wednesday, September 26, the IVC Library, School of Humanities and Equitable Learning Experiences Valuing Achievement, Transfer, and Empowering Asian Americans and Pacific Islanders at Irvine Valley College (ELEVATE AAPI) sponsored a banned books event. The event featured speakers including English Composition Instructor Virginia Shank, English Instructor Kurt Meyer, History Instructor Brittany Adams, and English as a Second Language (AESL) Instructor Susan Akhavan. Students, faculty, staff and administrators celebrated the freedom to read and brought forth awareness of censorship in our society.

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Kathleen F. Burke, Ed.D., Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College

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### **Rwanda National Debate Team**

On September 13, IVC hosted the Rwanda National Debate Team. The tour began with a stop at the Center for Asian Americans and Native Pacific Islanders (CAANAPI) where the Rwandans provided insight to students regarding the Rwanda Genocide, answering questions from students, and taught the audience a cultural dance. Following the cultural demonstration, the Rwandan team took to the main stage in the Performing Arts Center to engage in an international showcase debate against members of the IVC Speech Team. The topic of the evening was "Resolved: the International Criminal Court does more harm than good."



### **IVC Volleyball Coach Tom Pestolesi named Women's Coach of the Year**

Irvine Valley's Tom Pestolesi has been named women's coach of the year for all sports in the Orange Empire Conference for the 2017-18 college year after helping lead the Lasers indoor volleyball team to a California Community College Athletic Association State Championship and undefeated record last fall. Pestolesi was also named the Orange Empire Conference coach of the year as well as the Southern California Regional Coach of the Year for community colleges by the American Volleyball Coaches Association.



### **Launch of Coded In OC**

On October 4, Dr. Roquemore presented at the launch of Coded In OC, an initiative that highlights companies who develop their software in Orange County. Coded In OC is a community collaboration that aims to grow the local tech workforce and shine a light on OC's technology community. The community partnership includes the Greater Chamber of Irvine, IVC and businesses in the tech industry.



### **IVC Marketing and Creative Services Wins at NCMPR**

IVC's Marketing and Creative Services team took home six National Council for Marketing and Public Relations (NSPRA) District 6 Medallion Awards. The team earned a gold medallion for the college's Viewbook and Performing Arts Center Anniversary banners. The Begin with the Best flyer and the Foundation Awards Dinner invitation earned silver medallions, and the electronic viewbook and Zombie Dearest theater poster earned bronze awards.



### **IVC Participates in the Great California ShakeOut**

On Thursday, October 18, IVC participated in the Great California ShakeOut drill. Students, faculty and staff practiced the "drop, cover and hold on" method for protecting themselves in the event of an earthquake. Following the exercise, the campus practiced a building evacuation drill led by Campus Police, allowing IVC to test their emergency notification system and evacuation process.

### **Health Center-Concessions Project Groundbreaking**

On October 24, members of the board, district officials and the IVC community came out to commemorate the groundbreaking of the Health Center and Concessions project. The occasion was marked by the official turning of the soil on the site of the future Health and Concession stand, just adjacent to the baseball field. Construction officially began this month and is scheduled to be complete in one year.

### **IVC Hosts Walk of Hope for Suicide Awareness and Prevention**

On October 17, IVC hosted the second annual Walk of Hope for Suicide Awareness and Prevention. Students, faculty, staff, and community members participated in the 1.4-mile walk around the campus perimeter to promote education and awareness about suicide prevention, and also energize efforts to save the lives of our young population of students and military veterans.

### **Columbus Tustin Middle School**

On October 26, 270 eighth grade students from Columbus Tustin Middle School (TUSD) visited IVC for a campus tour. They were led by Amrik Johal, Director of Outreach, Recruitment, and Student Support Services, Anne Akers, Outreach Specialist and Associated Student Government of Irvine Valley College (ASIVC) leaders. Students had a chance to explore the IVC campus and learn more about the programs and services the college offers.






# IRVINE VALLEY COLLEGE

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**TO:** Kathleen F. Burke, Chancellor and Members of the Board of Trustees

**FROM:** Matthew Rosborough, President  
Associated Student Government (ASG) of Irvine Valley College (IVC)

**DATE:** October 18, 2018 

**SUBJECT: ASG of IVC Report for October 29, 2018 Board of Trustees Meeting**

## **Student Leadership Retreat**

The Offices of Student Life and Equity attended the 4<sup>th</sup> annual Fall Student Leadership Retreat with staff and 122 students in attendance between September 28 and September 30. On Friday September 28, all Student Services staff as a part of their monthly meeting attended a progressive open house at the Student Activities Center (SAC). They were able to network and discuss with students of each ASG committee and Equity department about their programs. ASG of IVC commissioners were inducted and began officially learning the roles of student leadership and their committee responsibilities. On Saturday September 29, the student leadership departed to Camp Cedar Glen in Julian, California. Students participated in leadership development activities, equity training modules & program planning.

## **Mental Health Advocacy**

ASG of IVC is creating an ad hoc committee on health & wellness with the support of Assistant Dean of Health, Wellness & Veterans, Nancy Montgomery. Our goal is to discuss with members of the student body and campus community ways in which ASG can support student physical & mental health.

## **15<sup>th</sup> Annual Fear Fest – Carn-EVIL**

The Student Activities Committee is eagerly preparing for the annual Fear Fest event on Wednesday October 31, 2018. This year it will be hosted in the Student Activities Center (SAC), with haunting activities and food vendors available for students and staff. Student Activities committee is looking forward to another fright-filled and spirited campus-wide event.

## **ASIVC Marketing**

The ASG Public Relations committee is working with the Marketing & Creative office to relaunch an updated version of our website. In addition, the Budget & Finance Board is at work finding innovative methods to continue marketing the ASIVC access, allowing more students to utilize the Student Activities Center (SAC) resources and ASG Scholarships.

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