



Meeting of the Board of Trustees

November 18, 2019

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b) and 54954.5(e).)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)
 - A. Unrepresented Employees
Agency Designated Negotiator: Kathleen F. Burke, Chancellor
 - 1. All Managers and Administrators
 - B. Faculty Association (FA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Acting President – IVC
 - C. Classified School Employees Association (CSEA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Acting President – IVC
 - D. Police Officers Association (POA)
Agency Designated Negotiator: Dr. Cindy Vyskocil, Acting President – IVC
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8)
 - A. Exchange of Property
Agency Designated Negotiators: South Orange County Community College District – Ann-Marie Gabel, CPA, Vice Chancellor, Business

Services (Seller), Andrew Bernstein, Jackson Tidus, (District Real Estate Legal Counsel) and Gregory G. Gotthardt, FTI Consulting, LLC (District Real Estate Consultant)

Lease of Property by District: Approximately 11.9 acres of real property located at 1610 Valencia Ave. and 1602 Victory Road Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Parties: Spring Education Group and Pacific Academy

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

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

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Barbara Jay

2.3 Pledge of Allegiance

Led by Trustee Tim Jemal

2.4 Public Comments

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

3.0 REPORTS

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

- A. Board Reports
- B. Chancellor's Report
- C. College Presidents' Reports (*Written Reports included in Section 8.0*)

- D. Associated Student Government Reports
- E. Board Request(s) for Reports
 - 1. Trustee Jay has requested a report of the various participatory governance groups and how they are appointed to policy making committees.

4.0 DISCUSSION ITEMS

- 4.1 **SOCCCD: Acceptance of the District, Saddleback College Foundation, Irvine Valley College Foundation, and Foundation for the South Orange County CCD Annual Audit/Review Reports: FY 2018-2019**
Accept the District, the Saddleback College Foundation, the Irvine Valley College Foundation, and the Foundation for the South Orange County CCD FY 2018-2019 audit/review reports as presented.

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 October 28, 2019.
- 5.2 **Saddleback College: New, Revised, and Deleted Curriculum for the 2020-21 Academic Year**
Approve the proposed curriculum changes for the 2020-21 academic year at Saddleback College.
- 5.3 **SOCCCD: Dual Enrollment SOCCCD (Saddleback College) – Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2020**
Accept for review and study the Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College and Career Access Pathways Partnership Agreement, for the term of January 1, 2020 to December 31, 2021.
- 5.4 **SOCCCD: Dual Enrollment, SOCCCD (Saddleback College) – Saddleback Valley Unified School District, College and Career Access Pathways Partnership Agreement, 2020**
Accept for review and study the Dual Enrollment, SOCCCD (Saddleback College) – Saddleback Valley Unified School District College & Career Access Pathways Partnership Agreement for January 1, 2020 to December 31, 2021.
- 5.5 **SOCCCD: Saddleback College Access Control Project, Change Order No. 01, Soltek Pacific Construction**
Approve Change Order No. 01 for the Saddleback College Access Control

project, and authorize staff to execute the corresponding change order with Soltek Pacific Construction, resulting in a decrease of \$210,170, for a revised contract total of \$9,689,830.

- 5.6 **Saddleback College and Irvine Valley College: Spring 2020 Community Education Programs (shared item)**
Approve Community Education courses, presenters, and compensation for Spring 2020.
- 5.7 **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.
- 5.8 **SOCCCD: Saddleback College and Irvine Valley College, Notices of Completion, Various Projects**
Authorize filing the Notices of Completion for the East Practice Field project at Saddleback College to Professional Turf Specialties, Inc., for a contract total of \$84,060.00 and for the Added Panic Buttons project at Irvine Valley College to Blue Violet Networks, LLC, for a contract total of \$29,633.71.
- 5.9 **SOCCCD: Student Out of State Travel**
Approve the college student out of state travel for the participants, dates, locations and costs.
- 5.10 **Irvine Valley College: Curriculum Revisions for the 2020-2021 Academic Year**
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2020-2021 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.11 **SOCCCD: Trustees' Requests for Attending Conferences**
Approve trustees' requests for attending conferences.
- 5.12 **SOCCCD: Transfer of Budget Appropriations**
Ratify the transfer of budget appropriations as listed.
- 5.13 **SOCCCD: Budget Amendment: Adopt Resolution No. 19-31 to Amend FY 2019-2020 Adopted Budget**
Adopt Resolution No. 19-31 to amend the FY 2019-2020 Adopted Budget.
- 5.14 **SOCCCD: September – October 2019 Amendments**
Ratify the 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: Acceptance of the District, Saddleback College Foundation, Irvine Valley College Foundation, and Foundation for the South Orange County CCD Annual Audit/Review Reports: FY 2018-2019**
Accept the District, the Saddleback College Foundation, the Irvine Valley College Foundation, and the Foundation for the South Orange County CCD FY 2018-2019 audit/review reports as presented.
- 6.2 **SOCCCD: Renewal of Agreement for Independent Auditing Services, CliftonLarsonAllen LLP**
Amend the contract and exercise the option to renew the contract with CliftonLarsonAllen LLP to perform the District's financial audit for an additional two fiscal years during the term of July 1, 2020 to February 28, 2022 or upon completion of contract requirements based upon their performance at the revised fees for an amount not to exceed \$264,300.
- 6.3 **SOCCCD: Master Agreements for IT Consultant Services for Student Information Systems, Neudesic, LLC, Experis US, LLC and Xellation, LLC**
Approve the Master Agreements for IT Consultant Services for Student Information Systems with Neudesic, LLC, Experis US, LLC and Xellation, LLC from January 1, 2020 to December 31, 2024.
- 6.4 **SOCCCD: Advanced Technology and Education Park (ATEP) Phase 1 Campus Site Signage Project, Award of Bid No. 27, New Dynasty Construction Co.**
Approve award of Bid No. 27, ATEP Phase 1 Campus Site Signage Project, and approve the agreement with New Dynasty Construction, Co., in the amount of \$1,870,121.
- 6.5 **Saddleback College: Subaward Agreement from University of California, Irvine – NSF Prime Award DUE-1928554**
Approve and accept this subaward from the University of California, Irvine for \$259,889 from October 1, 2019 to September 30, 2024 for NSF Award DUE-1928554 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.
- 6.6 **SOCCCD: Board Policy Revision: BP-4091 Administrator Retreat Rights, BP-4113 Parental Leave for Management Personnel, BP-4201 Change in Position of Personnel Into or Within Management, BP-4220 Substitute Classified Employees, BP-6125 Field Trips, Excursions, and Field Study Courses, BP-6150 Study Abroad Programs**
Accept for review and study the board policies as listed.
- 6.7 **SOCCCD: Board Policy Revision: BP-3110 Basic Aid Funds Allocation Process, BP-4000.6 Complaints- Harassment and Discrimination, BP-**

4500 Unlawful Harassment and Discrimination Prevention and Complaints, BP-6130 Textbook Adoption
Approve the board policies as listed.

- 6.8 **SOCCCD: District Initial Proposal to California School Employees Association (CSEA)**
Accept for review and study the District's initial proposal to the SOCCCD California School Employees Association for the purpose of negotiations.
- 6.9 **SOCCCD: District Initial Proposal to Police Officers Association (POA)**
Accept for review and study the District's initial proposal to the SOCCCD Police Officers Association for the purpose of negotiations.
- 6.10 **SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Workload Banking, Reorganization/Reclassification, Administrator Contract Extensions, Resignation/Retirement/Conclusion of Employment.
- 6.11 **SOCCCD: Faculty Conversion to Canvas One – Time Stipends**
Ratify Additional Compensation: Canvas Conversion-General Fund.
- 6.12 **SOCCCD: Classified Personnel Actions – Regular Items**
Ratify New Personnel Appointments, Authorization to Establish and Announce Classified Positions, Resignation/Retirement/Conclusion of Employment.
- 6.13 **SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items**
Ratify New Personnel Appointments, Volunteers.
- 6.14 **SOCCCD: Adjustment to the Faculty Association (FA) Salary Schedule**
Approve the increase to the FA salary schedule for 2019 – 2020 and 2020 – 2021.

7.0 REPORTS

- 7.1 **Saddleback College and Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.2 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**
None
- 7.3 **SOCCCD: Facilities Plan Status Report.**
Report on the status of major capital projects.

- 7.4 **SOCCCD: Monthly Financial Status Report.**
The reports display the adopted budget, revised budget and transactions through September 30, 2019.
- 7.5 **SOCCCD: Quarterly Investment Report.**
Report for period September 30, 2019.
- 7.6 **SOCCCD: Basic Aid.**
Report for period ending October 31, 2019.
- 7.7 **SOCCCD: Retiree (OPEB) Trust Fund.**
Report for period ending September 30, 2019.
- 7.8 **SOCCCD: Pension Stabilization Trust Fund.**
Report for period ending September 30, 2019.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

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

9.0 ADDITIONAL ITEMS

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



BOARD OF TRUSTEES REQUEST FOR REPORT

Trustee requests for staff reports should be submitted on the Request for Report form, at least one week in advance of the Board meeting. This provides the Chancellor an opportunity to evaluate the request and assess staff preparation time. In consultation with the Board President, the Chancellor will respond to requests under the "Requests for Reports" section of the Board meeting agenda.

Date: 10/31/19

Trustee Name: Barbara Jay

Specific Request for Report: Participatory Governance Report

Reason for Request (Please be as detailed as possible and include what Board action may be taken as a result of the report. This will enable a more accurate estimation of the preparation time and that the response is appropriate):

I would like to request a participatory governance report that specifies the various stake holder groups (senates, unions, and other groups) and how they are appointed to the decision making policy committees. This information is an important factor in our response to the midterm accreditation report

FOR INTERNAL STAFF PURPOSES

Staff needed for report preparation:

Estimated time to prepare report:

Chancellor's comments:

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Acceptance of the District, Saddleback College Foundation, Irvine Valley College Foundation, and Foundation for the South Orange County CCD Annual Audit/Review Reports: FY 2018-2019

ACTION: Discussion

BACKGROUND

California Education Code Section 84040 requires that an annual audit of all District funds be made by a Certified Public Accountant or a Public Accountant licensed by the California Board of Accountancy. Title 5, California Code of Regulations, Section 59104, further requires that the governing board of each community college district review the annual audit at a regularly scheduled public meeting.

STATUS

The Board of Trustees employed the firm of CliftonLarsonAllen, LLP, to conduct an audit of the District (EXHIBIT A), the Saddleback College Foundation (EXHIBIT B), the Irvine Valley College Foundation (EXHIBIT C), and a review of the Foundation for the South Orange County CCD (EXHIBIT D) funds for FY 2018-2019. The general purpose financial statements with accompanying audit/review reports have been completed and are being submitted to the college Foundation Boards, as well as to the members of the Board of Trustees.

The auditors issued an unmodified opinion for the District FY 2018-2019 financial statements with no financial findings and three findings related to Federal awards. The colleges have developed corrective action plans to address the deficiencies noted.

The Foundations are considered component units of the District and are included through discrete presentation in the District's audit report. The Audit Committee as well as Foundation Directors, and staff had the opportunity to meet with the auditors before the final version of the reports were finalized.

Representatives from the firm of CliftonLarsonAllen, LLP will present the annual audit reports to the Board of Trustees.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

October 28, 2019 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
October 28, 2019**

PRESENT

Members of the Board of Trustees:

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

ABSENT

Administrative Officers:

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

CALL TO ORDER: 4:30 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

Members of the public may address the Board on items listed to be discussed in closed session. If you wish to address the board on a closed session item, please complete a yellow form entitled, "Request to Speak"

and submit prior to the start of closed session. These forms are available outside the board room. Speakers are limited to two minutes each.

Three public comments by the Classified Senate in support of Irvine Valley College President, Glenn Roquemore.

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) and 594954.5(e).)

- A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)
- B. Public Employee Performance Evaluation (Government Code Section 594954.5(e).)
 - 1. Dean, Liberal Arts (IVC)
 - 2. Dean, Counseling Services (IVC)
 - 3. Vice President, Student Services (IVC)
 - 4. Assistant Dean, Financial Aid & Student Support Services (IVC)
 - 5. Vice President, Instruction (IVC)
 - 6. Assistant Dean, Health, Wellness and Veterans Services (IVC)
 - 7. Dean, Fine Arts (IVC)
 - 8. Dean, Enrollment Services (IVC)
 - 9. President, Irvine Valley College (IVC)
 - 10. Dean, Mathematics, Science & Engineering (IVC)
 - 11. Dean, Online Education & Learning Resources (SC)
 - 12. Associate Vice President, Extended Learning - Categorical (SC)
 - 13. Dean, Student Equity & Special Programs (SC)
 - 14. Dean, Wellness, Social Services & Child Development (SC)

15. District Director, Research Planning & Data Management (District)
16. Dean, Economic Workforce Development & Business Sciences (SC)
17. Director, Research, Planning & Accreditation (SC)
18. Dean, Mathematics, Science & Engineering (SC)
19. Dean, Language Arts (SC)
20. Dean, Health Sciences & Human Services (SC)
21. Assistant Dean, Emeritus Institute (SC)
22. Dean, Counseling Services (SC)
23. Dean, Advanced Technology & Applied Science (SC)
24. Vice President, Instruction (SC)

1.4 Conference with Labor Negotiators (Government Code Section 54957.6)

- A. Unrepresented Employees

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

1. All Managers and Administrators

- B. Faculty Association (FA)

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

- C. Classified School Employees Association (CSEA)

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

- D. Police Officers Association (POA)

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

1.5 Conference with Real Property Negotiators (GC Section 54956.8)

A. Exchange of Property

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

Lease of Property by District: Approximately 14.4 acres of real property located at 1600 and 1610, Valencia Ave. and 1602 and 1606 Victory Road Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Parties: Spring Education Group, Advantech Corporation, Pacific Academy, and ACS Development Group, Inc.

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

1.6 Conference with Legal Counsel (Government Code Section 54956.9)

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

Significant exposure to litigation: 2 potential cases

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

1 case

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 7 to 0 vote, regarding claim number 575834, the Governing Board, in closed session, voted to issue a Notice of Rejection Claim as to matters alleged to have occurred after March 20, 2019, pursuant to Government Code Section 913. Regarding any allegations occurring prior to March 20, 2019, the Board directs that a notice of untimeliness in accordance with Government Code Section 911.3 be issued. The Governing Board further authorizes the chancellor or her designee to issue the appropriate notices.

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 prior to the beginning of open session. These forms are available outside the board room. Speakers are limited to up to two minutes each.

No public comments.

3.0 REPORTS

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

A. Board Reports

B. Chancellor's Report

Written Report

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

Saddleback College Written Report

Irvine Valley College Written Report

D. Associated Student Government Reports

E. Board Request(s) for Reports

4.0 DISCUSSION ITEMS

4.1 SOCCCD: Legislative and Advocacy Overview

Letitia Clark, District Director of Public Affairs and Government Relations, Dale Shimasaki, State Legislative Advocate from Strategic Education Services and Dana DeBeaumont, Federal Legislative Advocate from Capitol Advocacy Partners, will present a brief overview of legislative and

advocacy efforts on behalf of the district and colleges. Presenters will also review legislative successes for SOCCCD and California community colleges as well as potential legislative priorities for the 2020 legislative session.

[Item 4.1](#)
[Exhibits A-B](#)

5.0 CONSENT CALENDAR ITEMS

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

Trustee Prendergast requested to remove item 5.2 and Trustee Wright requested to remove item 5.3 from the consent calendar for separate discussion and action.

On a motion made by Trustee Wright and seconded by Trustee Jemal, 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 September 23, 2019.

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

5.2 SOCCCD: Resolution

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

Resolution in Support of Voting Centers on the campuses of Irvine Valley College and Saddleback College within the South Orange County Community College District.

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

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

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

Approve curriculum revisions as recommended by the Curriculum

Committee in consultation with the Academic Senate for the 2020-2021 academic year, pursuant to Title 5, Section 53200 et seq.

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

5.4 SOCCCD: Saddleback College and Irvine Valley College, Notices of Completion, Various Projects

Authorize filing the Notices of Completion for the Repair and Retrofit Locker Rooms project at Irvine Valley College to New Art Construction, Inc., for a contract total of \$212,196.24 and for the following Saddleback College projects: the Gym Floor Replacement project to Geary Floors, Inc., for a contract total of \$48,000.00; the Sciences Building Industrial Water System project to Dabco, Inc., for a contract total of \$33,036.00; the Temporary Parking Lot project to Century Paving, Inc., for a contract total of \$54,389.00; the Fine Arts 206 Sewer Repair project to GCI Construction, Inc., for a contract total of \$39,200.00; and the Career Center Remodel project to Otero Construction, Inc., for a contract total of \$47,610.49.

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

5.5 Saddleback College and Irvine Valley College: Speakers

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

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

5.6 Saddleback College: New, Revised, and Deleted Curriculum for the 2020-2021 Academic Year

Approve the proposed curriculum changes for the 2020-2021 academic year at Saddleback College.

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

5.7 SOCCCD: Trustees' Requests for Attending Conferences

Approve trustees' requests for attending conference(s).

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

5.8 SOCCCD: Transfer of Budget Appropriations

Ratify the transfer of budget appropriations as listed.

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

- 5.9 SOCCCD: Budget Amendment: Adopt Resolution No. 19-28 to Amend FY 2019-2020 Adopted Budget

Adopt Resolution No. 19-28 to amend the FY 2019-2020 Adopted Budget.

[Item 5.9](#)
[Exhibit A](#)

- 5.10 SOCCCD: September 2019 Change Order / Amendments

Ratify the change order and amendments as listed.

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

- 5.11 SOCCCD: Purchase Orders and Checks

Ratify the purchase orders and checks as listed.

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

- 5.12 SOCCCD: Contracts

Ratify contracts as listed.

[Item 5.12](#)
[Exhibits A-C](#)

6.0 GENERAL ACTION ITEMS

- [6.1](#) [SOCCCD: ATEP - CEQA Addendum and Project Approval Public Hearing](#)

The Board of Trustees will conduct a public hearing to consider public comments on the Addendum to the FEIS/EIR and the Ground Lease.

[Item 6.1](#)

Board President Prendergast called for a Public Hearing in order to provide the public an opportunity to express opinions about the Addendum to the FEIS/EIR and the Ground Lease. Hearing no public comments, the public hearing was closed and the regular Board of Trustees meeting was reconvened.

- [6.2](#) [SOCCCD: ATEP - Adopt Resolution No. 19-26, Certification of the Addendum to the Final Joint Program Environmental Impact Statement /Environmental Impact Report \(FEIS/EIR\) for the Disposal and Reuse of Marine Corps Air Station \(MCAS\) Tustin dated October 1996, as amended by the Errata dated September 1998 \(FEIS/EIR\)](#)

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

Adopt Resolution No. 19-26 approving the certification of the CEQA Addendum to the Final Joint Program Environmental Impact Statement /Environmental Impact Report (FEIS/EIR) for the Disposal and Reuse of Marine Corps Air Station (MCAS) Tustin, dated October 1996, as amended by the Errata dated September 1998 (FEIS/EIR).

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

[6.3](#) [SOCCCD: ATEP - Adopt Resolution No. 19-27 Approving ACS Development Group, Inc. Ground Lease, Tenant Site Plan for ACS Project and Delegation of Authority for Related Approvals](#)

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

Adopt Resolution No. 19-27 approving the ACS Development Group, Inc. Ground Lease and Tenant Plan and authorize the Chancellor and/or Vice Chancellor of Business Services to approve such other matters as may be subject to District approval pursuant to the ACS Ground Lease.

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

[6.4](#) [Irvine Valley College: Subaward Agreement from University of California, Irvine - NSF Prime Award DUE-1928554](#)

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

Approve this subaward from the University of California, Irvine for \$214,520 from October 1, 2019 to September 30, 2024 for NSF award DUE-1928554 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

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

[6.5](#) [SOCCCD: Irvine Valley College Soccer and Practice Fields Project, Architectural Services, Verde Design, Inc.](#)

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

Approve the Architectural Services agreement with Verde Design, Inc. for

the Irvine Valley College Soccer and Practice Fields Project, in the amount of \$440,000.

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

[6.6 Saddleback College: Saddleback College Programs to be Offered at ATEP \(Revised from 2011/2012\)](#)

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

Approve the Culinary and Hospitality, Advanced Transportation and Logistics, and Emeritus Institute programs to be offered by Saddleback College at its new facility at ATEP.

[Item 6.6](#)

[6.7 SOCCCD: Grant Award, Saddleback College, U.S. Department of Education Childcare Access Means Parents In School \(CCAMPIS\) Award](#)

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

Approve and accept the award from the U.S. Department of Education for \$464,000 over a four-year period from October 1, 2019 through September 30, 2023 for CFDA 84.335A Childcare Access Means Parents in School Program and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

[Item 6.7](#)
[Exhibits A-B](#)

[6.8 SOCCCD: Saddleback College Stadium and Site Improvement Project, Change Order No. 6, PCL Construction Services, Inc.](#)

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

Approve Change Order No. 6, for the Saddleback College Stadium and Site Improvement project and authorize staff to execute the corresponding change order with PCL Construction Services, Inc., resulting in an increase of \$535,946, for a revised contract total of \$53,799,622 and a revised contractual completion date of October 22, 2019.

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

6.9 SOCCCD: Grant Award, Saddleback College, RFA Number: 19-207, Deputy Sector Navigator

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

Approve this award from Rancho Santiago Community College District/CA Community College Chancellor's Office for \$200,000 from July 1, 2019 through September 30, 2020 for RFA Number 19-207, Deputy Sector Navigator and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

Item 6.9
Exhibits A-B

6.10 SOCCCD: Study Abroad Program to Dublin/Galway, Ireland from June 27, 2020 to July 18, 2020

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

Approve the Saddleback College study abroad program to Dublin and Galway, Ireland, June 27, 2020 to July 18, 2020, and authorize the Vice Chancellor of Business Services, or designee, to execute the Study Abroad Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.

Item 6.10
Exhibits A-E

6.11 SOCCCD: Approval of Master Agreements between the South Orange County Community College District (SOCCCD) and the Foundation for the SOCCCD and Saddleback College Foundation

On a motion made by Trustee Lang and seconded by Trustee Jemal, this item was approved on a 5 - 2 vote with Trustee Whitt Rydell and Trustee Jay casting negative votes.

Approve the master agreements between the South Orange Community College District and the Saddleback College Foundation and the Foundation for South Orange County Community College District for a term of five years, with automatic renewals for subsequent annual periods.

Item 6.11
Exhibits A-B

6.12 SOCCCD: District-wide ADA Accessibility Project, Architectural

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

Approve the Architectural Services agreement with Little Diversified Architectural Consulting, Inc. for the District-wide ADA Accessibility Projects, in the amount of \$380,500.

[Item 6.12](#)
[Exhibits A-B](#)

[6.13](#) [SOCCCD: Adopt Resolution No. 19-29, Authorizing Stratasys, Inc. as the Single Source Standard for Procurement for Stratasys, Inc. 3D Printer Technology](#)

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

Adopt Resolution No. 19-29 authorizing Stratasys, Inc. as the single source standard for procurement for Stratasys, Inc. 3D Printer Technology.

[Item 6.13](#)
[Exhibit A](#)

[6.14](#) [SOCCCD: Board Policy Revision: BP-3110 Basic Aid Funds Allocation Process, BP-4000.6 Complaints- Harassment and Discrimination, BP-4500 Unlawful Harassment and Discrimination Prevention and Complaint Procedures, BP-6130 Textbook Adoption](#)

Board members will submit their corrections for Board Policy 3110 and Board Policy 4500.

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

Accept for review and study the board policies as listed.

[Item 6.14](#)
[Exhibits A-D](#)

Motion to extend the meeting until 10:30 p.m.

At 8:49 p.m., a motion was made by Trustee Jemal and seconded by Trustee Lang to extend the meeting to 10:30 p.m. The time extension was approved on a 7 - 0 vote.

[6.15](#) [SOCCCD: Board Policy Revision: BP-108 Vacancies on the Board, BP-172 Board Self Evaluation, BP-2150 Smoke and Tobacco Free District, BP-3310 Record Retention and Destruction, BP- 4019 Elder and Dependent Adult Abuse Reporting, BP-4075 Personal Leave Without](#)

BP-3310 Record Retention and Destruction, BP- 4019 Elder and Dependent Adult Abuse Reporting, BP-4075 Personal Leave Without Pay, BP-4204 Re-Employment of Classified Personnel, BP-5210 Enrollment Priorities, BP-5616 Attendance

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

Approve the board policies as listed.

Item 6.15
Exhibits A-I

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

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

Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Reduced Workload Program with STRS Retirement, Workload Banking, Resignation/Retirement/Conclusion of Employment.

Item 6.16
Exhibit A

6.17 SOCCCD: Academic 2020 - 2021 Tenure Track Hiring Authorization

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

Ratify the college faculty hiring lists as shown in Exhibit A and B for the 2020 - 2021 academic year.

Item 6.17
Exhibits A-B

6.18 SOCCCD: Faculty Conversion to Canvas One - Time Stipends

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

Ratify Additional Compensation: Canvas Conversion-General Fund.

Item 6.18
Exhibit A

6.19 SOCCCD: Classified Personnel Actions - Regular Items

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

Ratify New Personnel Appointments, Authorization to Establish and Announce Classified Positions, Reorganization/Reclassification, 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 Temporarily Available due to Leaves of Absence, etc., Resignation/Retirement/Conclusion of Employment.

[Item 6.19](#)
[Exhibit A](#)

[6.20 SOCCCD: Non-Bargaining Unit Personnel Action - Regular Items](#)

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

Ratify New Personnel Appointments, Volunteers, Authorization to Revise the Classified Temporary Non-Bargaining Unit Salary Schedules.

[Item 6.20](#)
[Exhibits A-B](#)

7.0 REPORTS

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

None

[Item 7.1](#)

[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.

[Item 7.2](#)
[Exhibit A](#)

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

Report on the status of major capital projects.

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

7.4 [SOCCCD: Monthly Financial Status Report.](#)

The reports display the adopted budget, revised budget and transactions through September 30, 2019.

Item 7.4
Exhibit A

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

Report for period ending August 31, 2019.

Item 7.5
Exhibit A

7.6 [SOCCCD: Quarterly Financial Status Report](#)

Report for period ending September 30, 2019.

Item 7.6
Exhibit A

8.0 [REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS](#)

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

Item 8.0

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

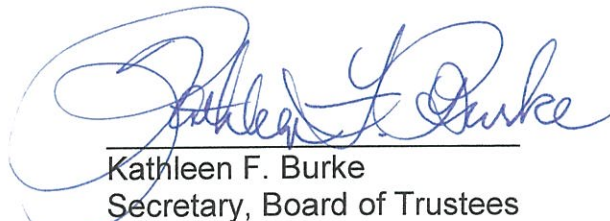
J. Police Officers Association

9.0 ADDITIONAL ITEMS

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

The Board adjourned the regular meeting at 9:02 p.m. and reconvened to closed session for continuation of the meeting.

The closed session meeting adjourned at 10:30 p.m. in memory of Jason Schmid, Saddleback College 2015 Alumnus of the Year and Kenzie Burbidge, Irvine Valley College student.



Kathleen F. Burke
Secretary, Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: [Saddleback College: New, Revised, and Deleted Curriculum for the 2020-21 Academic Year]

ACTION: Approval

BACKGROUND

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

STATUS

Saddleback College proposes revisions to the curriculum of the College for the 2020-21 academic year. Exhibit A includes new courses, Exhibit B includes revised and deleted courses, Exhibit C includes new programs, and Exhibit D includes revised programs. 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 2020-21 academic year at Saddleback College as listed in Exhibits A, B, C, and D.

SADDLEBACK COLLEGE
NEW COURSES
ACADEMIC YEAR 2020-2021

Exhibit A
Page 1 of 2

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for enhanced funding, Y=credit course)
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
HS	N 600NC (400NC)	584138.00	HOME HEALTH AIDE	nc, 0 unit/0.48 hrs lec/0 hr lab/0 hr lrng cntr, repeatable 3 times, gr opt Noncredit graded Pass/Sp/No Pass
HS	N 601NC (401NC)	584139.00	HOME HEALTH AIDE PRACTICUM	nc, 0 unit/0.48 hrs lec/0 hr lab/0 hr lrng cntr, prereq N 400NC , repeatable 3 times, gr opt Noncredit graded Pass/Sp/No Pass

SADDLEBACK COLLEGE
NEW COURSES
ACADEMIC YEAR 2020-2021

Exhibit A
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HS	N 602NC (402NC)	584140.00	EMERGENCY NURSE TRAINING THEORY	nc, 0 unit/1.81 hrs lec/0 hr lab/0 hr lng cntr, lim <u>Registered Nurse License AHA BLS Provider CPR card Negative TB test insurance coverage computer skills,</u> repeatable 3 times, gr opt Noncredit graded Pass/Sp/No Pass
HS	N 603NC (403NC)	584141.00	EMERGENCY NURSE TRAINING PRACTICUM	nc, 0 unit/0 hr lec/13 hrs lab/0 hr lng cntr, prereq <u>N 402NC</u> , lim <u>Registered Nurse License AHA BLS Provider CPR card Negative TB test insurance coverage computer skills,</u> repeatable 3 times, gr opt Noncredit graded Pass/Sp/No Pass
HS	N 622NC (422NC)	103011.00	CERTIFIED NURSE ASSISTANT THEORY	nc, 0 unit/5 hrs lec/0 hr lab/0 hr lng cntr, lim <u>AHA BLS Provider card Criminal background check Fingerprinting,</u> repeatable 3 times, gr opt Noncredit graded Pass/Sp/No Pass
HS	N 623NC (423NC)	103010.00	CERTIFIED NURSE ASSISTANT PRACTICUM	nc, 0 unit/6 hrs lec/0 hr lab/0 hr lng cntr, prereq <u>N 422NC</u> , lim <u>AHA BLS Provider card Criminal background check Fingerprinting,</u> repeatable 3 times, gr opt Noncredit graded Pass/Sp/No Pass
HS	N 678NC (478NC)	668188.00	NURSING COMMUNICATION SKILLS, PART I	nc, 0 unit/.36 hrs lec/0 hr lab/0 hr lng cntr, lim <u>Enrolled in Saddleback College Nursing Program,</u> repeatable 3 times, gr opt Noncredit Graded Pass/SP/No Pass
HS	N 679NC (479NC)	668189.00	NURSING COMMUNICATION SKILLS, PART II	nc, 0 unit/.36 hrs lec/0 hr lab/0 hr lng cntr, prereq <u>N 478NC</u> , repeatable 3 times, gr opt Noncredit Graded Pass/SP/No Pass
KNES	KNES 610 (210)	601100.00	THEORY AND TECHNIQUES OF PERSONAL TRAINING	nc, 3 units/3 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable
KNES	KNES 612 (212)	601102.00	THE PROFESSION OF PERSONAL TRAINING	nc, 2 units/2 hrs lec/0 hr lab/0 hr lng cntr, non-repeatable

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2020-2021

Exhibit B
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Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for enhanced funding, Y=credit course)
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	COS 211	103000.00	COSMO FRESH-LEVEL 1	cat desc, sch desc, tps, lrng obj, moe, txt, val, retaining rpt up to 3 times until student earns 12 units
ATAS	COS 211A	103000.05	COSMO FRESH-LEVEL 1A	cat desc, sch desc, tps, txt, retaining rpt up to 3 times until student earns 6 units
ATAS	COS 211B	103000.10	COSMO FRESH-LEVEL 1B	cat desc, sch desc, tps, txt, val, retaining rpt up to 3 times until student earns 6 units

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2020-2021

Exhibit B
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ATAS	COS 212	103001.00	COSMO INTERMED-LEVEL 2	cat desc, sch desc, tps, txt, retaining rpt up to 3 times until student earns 12 units
ATAS	COS 212A	103001.05	COSMO INTERMED-LEVEL 2A	cat desc, sch desc, tps, txt, retaining rpt up to 3 times until student earns 6 units
ATAS	COS 212B	103001.10	COSMO INTERMED-LEVEL 2B	cat desc, sch desc, tps, moe, txt, val, retaining rpt up to 3 times until student earns 6 units
ATAS	COS 213	103002.00	COSMO ADV-LEVEL 3	cat desc, sch desc, tps, moe, txt, retaining rpt up to 3 times until student earns 12 units
ATAS	COS 213A	103002.05	COSMO ADV-LEVEL 3A	cat desc, sch desc, tps, moe, txt, retaining rpt up to 3 times until student earns 6 units
ATAS	COS 213B	103002.10	COSMO ADV-LEVEL 3B	cat desc, sch desc, tps, moe, txt, retaining rpt up to 3 times until student earns 6 units
ATAS	COS 214	103003.00	COSMO SENIOR-LEVEL 4	cat desc, sch desc, tps, txt, retaining rpt up to 3 times until student earns 12 units
ATAS	COS 214A	103003.05	COSMO SENIOR-LEVEL 4A	cat desc, sch desc, tps, txt, retaining rpt up to 3 times until student earns 6 units
ATAS	COS 214B	103003.10	COSMO SENIOR-LEVEL 4B	cat desc, sch desc, tps, moe, txt, retaining rpt up to 3 times until student earns 6 units
ATAS	FASH 218	198262.00	NEW YORK STUDY TOUR	txt, pcs fr not program applicable to <u>program applicable</u>
ATAS	FASH 235	162580.00	DESIGN FASHION INDUST	cat desc, sch desc, assign
ATAS	FASH 238	428455.00	ADV. DRAPING & DESIGN	txt
ATAS	FN 50	338050.00	FUND OF NUTRITION	SAM code fr C to <u>D</u> , tps, lrng obj, SLOs, moe, assign
ATAS	FN 169	338090.00	LIFECYCLE NUTRITION	SAM code fr D to <u>C</u> , tps, lrng obj, SLOs, moe, assign, val
ATAS	GD 140	90010.10	BEG GRAPHIC DESIGN	assign, txt
ATAS	GD 150	429123.00	DIGITAL ANIMATION	txt
ATAS	GD 240	90020.10	INTERM GRAPHIC DESIGN	txt
ATAS	HORT 116	120004.00	IRRIGATION DESIGN	cat desc, sch desc, txt
FAMT	ART 40	72010.00	2-D FOUNDATIONS	cat desc, sch desc, tps, lrng obj, moe, assign, txt
FAMT	ART 41	72030.00	THREE-DIMENSION DESGN	cat desc, sch desc, tps, lrng obj, moe, assign, val
FAMT	ART 42	72040.00	COLOR THEORY/PRACTICE	rec prep fr ART 40, 50 or 80 to <u>ART 40 or ART 80</u> , cat desc, sch desc, lrng obj, moe, assign, txt, val
FAMT	ART 140	90010.05	BEG GRAPHIC DESIGN	sch desc, assign, txt
FAMT	ART 240	90020.05	INTERM GRAPHIC DESIGN	txt, val
FAMT	COMM 32	806160.05	INTERPRETERS' THEATRE	rec prep fr SP 30 to <u>COMM 30</u> , val
FAMT	CTVR 233	450042.00	FILM PRODUCTION III	rec prep fr CTVR 42, 140, 262, 264 to <u>CTVR 42, 140, 262</u> , moe, txt, val
FAMT	ETT 40	836010.00	STAGECRAFT	moe, assign, txt

SADDLEBACK COLLEGE
REVISED COURSES
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FAMT	ETT 240	433392.00	ADVANCED STAGECRAFT	cat desc, moe, assign, txt
				lim fr Audition with college staff to <u>Audition with college music faculty to demonstrate the ability to sightread representative works</u> , cat desc, sch desc, txt, val
FAMT	MUS 32	554022.00	SINGING SOCIETY	
FAMT	MUS 65	560110.00	PIANO ACCOMPANYING	txt, fr rpt 3 times to <u>non-repeatable</u>
FAMT	MUS 173	429748.00	INT GUITAR	rec prep fr MUS 260 to <u>MUS 171</u> , cat desc, sch desc, txt
FAMT	MUS 176	542144.00	FUNCTIONAL SKILLS I	cat desc, sch desc
FAMT	MUS 177	542145.00	FUNCTIONAL SKILLS II	cat desc, sch desc
				lim fr Ability to read and play music at a high school level to <u>Audition with college faculty to demonstrate ability to read and play music at a high school level</u> , crs id fr MUS 202 to <u>MUS 150</u> , CSU GE code fr Not-Applicable to <u>Transferable as an elective--does not fit GE pattern</u> , fr not degree-applicable to <u>degree-applicable</u> , cat desc, sch desc, txt, val
FAMT	MUS 202	584130.00	BASIC ENSEMBLE I	
				lim fr Ability to read and play music at a high school level to <u>Audition with college faculty to demonstrate ability to read and play music at a high school level</u> , crs id fr MUS 203 to <u>MUS 151</u> , CSU GE code fr Not-Applicable to <u>Transferable as an elective--does not fit GE pattern</u> , fr not degree-applicable to <u>degree-applicable</u> , cat desc, sch desc, tps, txt, val
FAMT	MUS 203	584131.00	BASIC ENSEMBLE II	
				lim fr None to <u>Audition with college faculty to demonstrate ability to read and play music at a high school level</u> , crs id fr MUS 206 to <u>MUS 152</u> , CSU GE code fr Not-Applicable to <u>Transferable as an elective--does not fit GE pattern</u> , fr not degree-applicable to <u>degree-applicable</u> , cat desc, sch desc, txt, val
FAMT	MUS 206	584132.00	PRO ENSEMBLE I	
				lim fr None to <u>Audition with college faculty to demonstrate ability to read and play music at a high school level</u> , crs id fr MUS 207 to <u>MUS 153</u> , CSU GE code fr Not-Applicable to <u>Transferable as an elective--does not fit GE pattern</u> , fr not degree-applicable to <u>degree-applicable</u> , cat desc, sch desc, tps, txt, val
FAMT	MUS 207	584133.00	PRO ENSEMBLE II	

SADDLEBACK COLLEGE
REVISED COURSES
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FAMT	MUS 208	584204.00	PRO ENSEMBLE III	lim fr <u>None</u> to <u>Audition with college faculty to demonstrate ability to read and play music at a high school level</u> , crs id fr MUS-208 to <u>MUS 154</u> , CSU GE code fr Not-Applicable to <u>Transferable as an elective--does not fit GE pattern</u> , fr not degree-applicable to <u>degree-applicable</u> , cat desc, sch desc, tps, txt, val
FAMT	MUS 209	584205.00	PRO ENSEMBLE IV	lim fr <u>None</u> to <u>Audition with college faculty to demonstrate ability to read and play music at a high school level</u> , crs id fr MUS-209 to <u>MUS 155</u> , CSU GE code fr Not-Applicable to <u>Transferable as an elective--does not fit GE pattern</u> , fr not degree-applicable to <u>degree-applicable</u> , cat desc, sch desc, tps, txt, val
FAMT	MUS 252A	584110.00	JAZZ PIANO I	crs id fr MUS-252A to <u>MUS 112A</u> , CSU GE code fr Not-Applicable to <u>Transferable as an elective--does not fit GE pattern</u> , cat desc, sch desc, txt
FAMT	MUS 252B	992529.00	JAZZ PIANO II	rec prep fr MUS-252A or demonstrated keyboard proficiency to <u>MUS 112A or demonstrated keyboard proficiency</u> , crs id fr MUS-252B to <u>MUS 112B</u> , CSU GE code fr Not-Applicable to <u>Transferable as an elective--does not fit GE pattern</u> , cat desc, sch desc, txt
FAMT	MUS 252C	992530.00	JAZZ PIANO III	rec prep fr MUS-252B or demonstrated keyboard proficiency to <u>MUS 112B or demonstrated keyboard proficiency</u> , crs id fr MUS-252C to <u>MUS 112C</u> , CSU GE code fr Not-Applicable to <u>Transferable as an elective--does not fit GE pattern</u> , cat desc, sch desc, txt
FAMT	TA 12	818030.00	DIRECTING	moe, assign, txt, val
FAMT	TA 20	824010.00	THEATRE APPREC	cat desc, sch desc, SLOs, txt
FAMT	TA 22	429242.00	MUS TH HIST & APPREC	txt
FAMT	TA 43	836050.00	STAGE MAKE-UP	cat desc, sch desc, txt
FAMT	TA 110	429459.00	CHICANO/LATINO THEATR	txt
FAMT	TA 116	450114.00	AUDITION & INTERVIEW	dc
FAMT	TA 128	405092.00	PERFORMANCE & CULTURE	txt
HS	HS 171	422120.00	SUB.ABUSE - INTERVENT	sch desc, SLOs, assign
HS	HS 172	386230.10	PHYS.EFFECTS/ALC.&DRG	sch desc, SLOs, moe, assign
HS	HS 174	422150.00	CASE ADMIN/CRISIS INT	sch desc, SLOs, txt
HS	HS 177	434018.00	FAM DYNAMICS OF ABUSE	sch desc, SLOs, txt

SADDLEBACK COLLEGE
REVISED COURSES
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Exhibit B
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HS	HSC 151	686010.10	INTRO/THERAPY & REHAB	sr rec prep fr N245 to <u>N 245NC</u> , lim fr Current-LVN License, American Heart BLS certified, IV certification, physical exam and immunizations, TB test, malpractice insurance, background check to <u>Current LVN License, minimum of 1 year experience as an LVN, American Heart BLS certified, IV certification, physical exam and immunizations, TB test, malpractice insurance, background check</u> , cat desc, sch desc, SLOs, txt, val
HS	N 164	992364.00	LVNRN CLIN LAB	desc, SLOs, txt, val
HS	N 170	639000.00	NURSING PROCESS	moe, assign, txt, val
HS	N 174	639300.00	WOMEN'S HEALTH NRSG	SLOs
HS	N 174	639310.00	WOMEN'S HLTH NRSG LAB	cat desc, tps, SLOs, moe
HS	N 176	639400.00	ADVANCED NURSING	SLOs, moe, assign, txt, val
HS	N 176	639410.00	ADVANCED NURSING LAB	SLOs, moe, assign, txt, val
HS	PHLB 240	386560.00	PHLEBOTOMY	cat desc, lrng obj, SLOs, moe, txt
HS	PM 220	708000.00	PARAMEDIC THEORY	sr
HS	PM 230	708010.00	PARAMED CLINIC EXPER	sch desc, lrng obj, txt, val
HS	PM 240	708020.00	PARAMED FIELD INTERN	sch desc, tps, lrng obj, assign, val
KNES	DANC 54	992349.00	INTRO TO MODERN DANCE	lrng obj, moe, assign, txt
KNES	DANC 54	992349.05	INTRO TO MODERN DANCE	lrng obj, moe, assign, txt
KNES	DANC 55	992350.00	MODERN DANCE LEVEL I	lrng obj, moe, assign, txt, val
KNES	DANC 55	992350.05	MODERN DANCE LEVEL I	moe, assign, txt, val
KNES	DANC 56	992351.00	INTER. MODERN DANCE	lrng obj, moe, assign, txt, val
KNES	DANC 56	992351.05	INTER. MODERN DANCE	lrng obj, moe, assign, txt
KNES	DANC 67	433990.00	POINTE BALLET	cat desc, sch desc, moe, txt
KNES	DANC 67	433990.05	POINTE BALLET	cat desc, sch desc, moe, assign, txt
KNES	DANC 75	430326.00	ADVANCED TAP DANCE	cat desc, sch desc, assign, txt
KNES	DANC 78	430330.00	HIP HOP	cat desc, sch desc, assign, txt
KNES	DANC 79	430339.00	HIP HOP LEVEL I	cat desc, sch desc, assign, txt
KNES	DANC 80	430340.00	INTERMEDIATE HIP HOP	assign, txt
KNES	DANC 81	430341.00	ADVANCED HIP HOP	cat desc, sch desc, assign, txt
KNES	KNEA 8	992367.00	ADAPT OUTDOOR ED/REC	cat desc, sch desc, tps, SLOs, txt
KNES	KNEA 151	686010.00	INTRO/THERAPY & REHAB	sr
KNES	KNEA 153	374052.00	EXC SPEC POP	txt
SESP	SPS 310	432205.00	MEMORY SKILLS	tps, SLOs, assign, txt
SESP	SPS 315	800070.00	LRNG DEVELOPMENT PRAC	cat desc, sch desc, tps, lrng obj, assign, txt
SESP	SPS 316	992680.00	SUCCESS STRATEGIES	ti fr SUCCESS STRATEGIES FOR BASIC MATHEMATICS to <u>SUCCESS STRATEGIES FOR BASIC SKILLS</u> , cat desc, sch desc, lrng obj, SLOs, moe, assign, txt

SADDLEBACK COLLEGE
REVISED COURSES
ACADEMIC YEAR 2020-2021

Exhibit B
Page 6 of 6

				ti fr WRITING DEVELOPMENT PRACTICUM to <u>WRITING AND READING DEVELOPMENT</u> <u>FOR COLLEGE SUCCESS</u> , cat desc, sch desc, tps, lrng obj, SLOs, assign, txt
SESP	SPS 330	800090.00	WRITING DEVEL PRACT	
SS	PSYC 30	728070.05	SOCIAL PSYCHOLOGY	assign, txt
SS	SOC 30	728070.10	SOCIAL PSYCHOLOGY	assign, txt

SADDLEBACK COLLEGE
NEW PROGRAMS
ACADEMIC YEAR 2020-2021

NEW
Adult Education English as a Second
Language (AESL) for the Workplace
Certificate of Competency

The Adult Education English as a Second Language (AESL) for the Workplace Certificate of Competency is a sequence of two courses offered as a resource for students to improve their language skills before entering a CTE program or the workforce. These noncredit courses are designed for non-native English speakers to develop listening, speaking, reading and writing skills to communicate effectively in a vocational/job-related context. Focus will be on job-specific terminology, field-related reading, practical writing tasks and oral communication strategies to clearly enunciate target vocabulary and sustain intelligible conversations with co-workers, supervisors, patients, students, clients, and peers.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Acquire and pronounce new vocation-related vocabulary, phrases, and idioms intelligibly using acceptable stress and intonation patterns
- Present work-related summaries based on reading or listening material
- Participate in face-to-face conversations in vocational contexts
- Utilize clarification strategies in order to promote better understanding and accuracy on the job
- Understand and interpret authentic and academic work-related reading material
- Demonstrate proficiency in performing written and spoken communicative tasks
- Demonstrate positive work habits and culturally acceptable behaviors that lead to success on the job
- Demonstrate efficiency in using common computer software applications
- Use critical thinking to interpret Internet resources pertaining to job search, job training and workers' rights

<u>Course ID</u>	<u>Title</u>	<u>Hours</u>
AESL 710NC	Adult Education ESL for the Workplace I	99.6
AESL 720NC*	Adult Education ESL for the Workplace II	99.6
Total Hours for the Certificate		199.2

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

SADDLEBACK COLLEGE
NEW PROGRAMS
ACADEMIC YEAR 2020-2021

NEW
Certified Nurse Assistant
Certificate of Completion

The Certified Nurse Assistant (CNA) program provides students with the knowledge and the skills required to provide basic nursing care skills and learn effective communication for understanding psychosocial/cultural differences of patients. This program focuses on the role of the Certified Nurse Assistant including: safety precautions, emergency procedures, infection control and prevention, client rights to recognize and report abuse and neglect, activities of daily living, personal hygiene, nutrition, safe food handling, body mechanics, and transferring patients. This program also prepares students to take the examination for the Certified Nurse Assistant issued by the California State Department of Health Services. Certification as a Nurse Assistant prepares students for employment in acute and long term and skilled health care facilities, residences, and medical offices. This program requires participants to obtain an American Heart Association Basic Life Support (AHA BLS) provider card, complete a criminal background check, fingerprinting and health screenings.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate skills needed for certification as a nurse assistant.
- Demonstrate basic patient care skills needed for patients' activities of daily living, personal hygiene, nutrition, safe food handling, as well as understand body mechanics, and proper transferring of patients.
- Describe an understanding of the psychosocial/ cultural and communication skills needed with patients and healthcare providers to include safety precautions, emergency procedures, infection control and prevention, and clients' rights to recognize and report abuse and neglect.

<i>Course ID</i>	<i>Title</i>	<i>Hours</i>
N 422NC*	Certified Nurse Assistant Theory	83
N 423NC*	Certified Nurse Assistant Practicum	99.6
Total Hours for the Certificate:		182.6

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

SADDLEBACK COLLEGE
NEW PROGRAMS
ACADEMIC YEAR 2020-2021

NEW
Communication Skills for Nursing
Students Certificate of Completion

The Communication Skills for Nursing Students Certificate of Completion serves to remediate nursing students who have been identified as needing to acquire and apply evidence-based communication techniques, either through self-referral or by a nursing instructor. Effective communication is essential in today's healthcare setting for promoting inter-professional collaboration, teamwork, patient-centered care, and ultimately, the improvement of patient outcomes. Students learn the value of positive, effective communication in the healthcare setting and in their own lives. This program is a two-course certification that includes communication in all forms: verbal and nonverbal, reading, writing and listening.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Identify assertive, passive, passive-aggressive, and aggressive verbal and non-verbal communication styles.
- Apply assertive verbal and non-verbal communication techniques in their professional and personal lives.
- Demonstrate teamwork and collaboration skills using assertive communication techniques.
- Utilize assertive conflict resolution techniques.
- Communicate effectively with patients, families, and the inter-professional health care team to achieve quality patient care.

Course ID	Title	Hours
N 478NC*	Nursing Communication Skills, Part 1	6.0
N 479NC*	Nursing Communication Skills, Part 2	6.0
Total Hours for the Certificate		12

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

SADDLEBACK COLLEGE
NEW PROGRAMS
ACADEMIC YEAR 2020-2021

NEW
Emergency Nurse Training Program
Certificate of Completion

This program is an introduction for experienced and new graduate registered nurses to emergency nursing emphasizing the adaptive behaviors for critical thinking and skilled response to emergency department patient care. This program provides the theoretical foundation for emergency nurses to learn critical knowledge and skills to effectively communicate, prioritize, problem solve and implement decisive care successfully in the emergency care setting. The program is intended for new graduate RNs and RNs transferring from other areas of nursing to emergency care. The program uses the Emergency Nurses Association, Emergency Nursing Core Curriculum text book as a guide to focus on physical, psychosocial and clinical practice issues presented by patients in the emergency setting. At the completion of the program the participant will receive a certificate of completion to seek gainful employment in an emergency setting. Proof of a current California RN license, CPR card, TB test, insurance coverage and general computer experience is required.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Perform a nursing assessment
- Describe the management of an emergency patient
- Identify the Emergency Care standards of practice as demonstrated by the Emergency Nurse's Association.

Course ID	Title	Hours
N 402NC*	Emergency Nurse Training Course	30
N 403NC*	Emergency Nurse Training Practicum	216
Total Hours for the Certificate		246

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

SADDLEBACK COLLEGE
NEW PROGRAMS
ACADEMIC YEAR 2020-2021

NEW
Home Health Aide
Certificate of Completion

The Home Health Aide Certificate of Completion program provides students with the knowledge and skills required of home health agencies to provide patient personal care skills, effective communication, home assistance, nutrition, meal preparation, housekeeping, environmental safety, and patient mobility. This program focuses on the role of the home health aide to prepare for a position as a home health aide working with elderly, convalescent, or disabled persons in their own home instead of a health care facility.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate knowledge and skills necessary for home care assistance.
- Demonstrate patient personal care skills needed for daily living, personal hygiene, and nutrition.
- Demonstrate the communication skills needed with patients and family members to include safety precautions, emergency procedures, and infection control.

Course ID	Title	Hours
N 400NC	Home Health Aide Training	8
N 401NC*	Home Health Aide Practicum	8
Total Hours for the Certificate		16

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

SADDLEBACK COLLEGE
NEW PROGRAMS
ACADEMIC YEAR 2020-2021

NEW
Medical Scribe Certificate of Achievement

The Medical Scribe Certificate of Achievement program prepares students to assist licensed medical professionals with administrative duties especially related to documentation in the electronic medical record, customer service and increasing efficiency in patient care delivery. This program is designed to build upon knowledge of biological sciences, basic knowledge of common diseases, routine clinical patient care and workflow in healthcare settings. The medical scribe enables real-time clinical documentation and data input from information gathered at point of care under the direction of a licensed health care provider and maintains accurate electronic health records for the benefit of clinicians, healthcare staff and patients. Successful completion of this certificate prepares students for clinical experience that leads to employment and certification as Certified Medical Scribe Specialists (CMSS), Certified Medical Scribe Apprentices (CMSA), Medical Scribes (MS), and Virtual Scribes (VS).

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate the knowledge, skills and behaviors of a competent entry level medical scribe specialist.
- Apply the knowledge of medical sciences (medical terminology, anatomy/physiology, pathology, and pharmacology) to accurately collect real-time documentation.
- Adhere to principles of legal, ethical, accreditation and certification standards as they relate to health information.
- Demonstrate the speed and accuracy relating to the completion of health record documentation.
- Demonstrate the ability to work effectively as an individual and collaboratively in a group to collect and compile accurate health record documentation.

Course ID	Title	Units
HSC 104	Medical Terminology	3
HSC 106	Legal and Ethical Aspects of Health Information	3
HSC 107*	Human Body Fundamentals	3
Or		
BIO 11*	Human Anatomy	4
Or		
BIO 12*	Human Physiology	4
HSC 108*	Disease Processes for the Health Sciences	3
Or		
BIO 45*	Biology of Human Disease	3
Or		
BIO 112*	Pathophysiology	3
MA 280	Healthcare Organization Practice	3
CIM 121B*	Keyboarding for Computers – Intermediate	1.5
Or		
CIM 121C*	Keyboarding for Computers – Advanced	1.5
Total Units for the Certificate		16.5-17.5

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

Current
Fashion Design
Certificate of Achievement

The Fashion Design certificate provides students with the comprehensive academic foundation necessary to pursue a career in fashion design. Coursework provides opportunities for students to develop skills in industrial sewing and garment construction, pattern making, draping, fashion illustration, product development, elements of design, fashion history, textiles, CAD design, and careers within the apparel and textile industry. All Fashion Design students are required to complete an industry internship, create an industry resume/portfolio and tour major fashion companies in the southern California area. Additionally, all students will have the opportunity to participate and show their work in the annual fashion show. This certificate is designed for students looking to obtain the necessary skills for immediate entry into the workforce in the area of fashion design. Possible occupations include: Assistant Fashion Designer, Design Room Assistant, Sewing Machine Operator, Tailor, Dressmaker, Custom Sewer, and Fabric and Apparel Patternmakers. Also, this certificate provides the foundation for the Advanced Fashion Design and Apparel Manufacturing certificate.

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. This will increase job opportunities in the field as well as promotion for those already employed.

Required Core

Course ID	Title	Units
FASH 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 111*	Sewing for Fashion Design II	3
FASH 112*	Fashion Sewing--Advanced	3
or		
FASH 124*	Wearable Art	3
or		
FASH 211*	Advanced Dressmaking and Custom Sewing	3
FASH 130*	Flat Pattern Design	4
FASH 132*	Draping Fashion Designs	3
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 145*§	Internship	1
and		
CWE 180*†	Co-Op-Ed Fashion	1
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3
FASH 247	Special Events Participation	1
or		
FASH 254	Fashion in Southern California	1
FASH 155*«	The Digital Fashion Image	2
or		
FASH 204«	Understanding Apparel Principles-AIMS Certification	1
and		

Revised
Fashion Design
Certificate of Achievement

The Fashion Design certificate provides students with the comprehensive academic foundation necessary to pursue a career in fashion design. Coursework provides opportunities for students to develop skills in industrial sewing and garment construction, pattern making, draping, fashion illustration, product development, elements of design, fashion history, textiles, CAD design, and careers within the apparel and textile industry. All Fashion Design students are required to complete an industry internship, create an industry resume/portfolio and tour major fashion companies in the southern California area. Additionally, all students will have the opportunity to participate and show their work in the annual fashion show. This certificate is designed for students looking to obtain the necessary skills for immediate entry into the workforce in the area of fashion design. Possible occupations include: Assistant Fashion Designer, Design Room Assistant, Sewing Machine Operator, Tailor, Dressmaker, Custom Sewer, and Fabric and Apparel Patternmakers. Also, this certificate provides the foundation for the Advanced Fashion Design and Apparel Manufacturing certificate.

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FASH 211*	Advanced Dressmaking and Custom Sewing	3
FASH 130*	Flat Pattern Design	4
FASH 132*	Draping Fashion Designs	3
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 145*§	Internship	1
and		
CWE 180*†	Co-Op-Ed Fashion	1
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3
FASH 207	Eco-Friendly Fashion Tour	1
or		
FASH 218	New York Study Tour	2
or		
FASH 247	Special Events Participation	1
or		
FASH 254	Fashion in Southern California	1
FASH 155*«	The Digital Fashion Image	2
or		

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

FASH 225«	Apparel Cart – Fashion Retailing Online with Easy Cart Shop	1
Total Units for the Certificate		36

*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 155 OR both FASH 204 and FASH 225.

FASH 204«	Understanding Apparel Principles-AIMS Certification	1
and		
FASH 225«	Apparel Cart – Fashion Retailing Online with Easy Cart Shop	1
Total Units for the Certificate		36-37

*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 155 OR both FASH 204 and FASH 225.

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

**Current
Fashion Design
Associate of Science**

The Fashion Design Associate of Science degree provides students with the comprehensive academic foundation necessary to pursue a career in fashion design. Coursework provides opportunities for students to develop skills in industrial sewing and garment construction, pattern making, draping, fashion illustration, product development, elements of design, fashion history, textiles, CAD design, and careers within the apparel and textile industry. Students who complete this program will be prepared for entry-level positions in fashion design. Possible occupations include: Assistant Fashion Designer, Design Room Assistant, Sewing Machine Operator, Tailor, Dressmaker, Custom Sewer, and Fabric and Apparel Patternmaker.

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.
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FASH 31	Textiles	3
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or		
FASH 124*	Wearable Art	3
or		
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FASH 130*	Flat Pattern Design	4
FASH 132*	Draping Fashion Designs	3
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 145*§	Internship	1
and		
CWE 180*†	Co-Op-Ed Fashion	1
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3
FASH 247	Special Events Participation	1
or		
FASH 254	Fashion in Southern California	1
FASH 155*«	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
Total Units for the Major		36

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

**Current
Fashion Design
Associate of Science**

The Fashion Design Associate of Science degree provides students with the comprehensive academic foundation necessary to pursue a career in fashion design. Coursework provides opportunities for students to develop skills in industrial sewing and garment construction, pattern making, draping, fashion illustration, product development, elements of design, fashion history, textiles, CAD design, and careers within the apparel and textile industry. Students who complete this program will be prepared for entry-level positions in fashion design. Possible occupations include: Assistant Fashion Designer, Design Room Assistant, Sewing Machine Operator, Tailor, Dressmaker, Custom Sewer, and Fabric and Apparel Patternmaker.

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FASH 154	Fashion Illustration	3
FASH 207	Eco-Friendly Fashion Tour	1
or		
FASH 218	New York Study Tour	2
or		
FASH 247	Special Events Participation	1
or		
FASH 254	Fashion in Southern California	1
FASH 155*«	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
Total Units for the Major		36-37

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

† Recommended to be taken in last semester of program.

§ Must be taken concurrently with CWE 180.

«Take FASH 155 OR both FASH 204 and FASH 225.

Associate of Science Degree

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

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: BUS 136, BUS 138, BUS 160; ETT 42; FCS 115; FASH 120*, FASH 147, FASH 230*, FASH 235*.

† Recommended to be taken in last semester of program.

§ Must be taken concurrently with CWE 180.

«Take FASH 155 OR both FASH 204 and FASH 225.

Associate of Science Degree

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

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SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

Current
General Education
CSU-GE Certificate of Achievement

Students may earn a Certificate of Achievement in General Education upon completion of a pattern of approved courses intended for transfer. See www.assist.org for additional information.

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.

California State University General Education Certification (CSU-GE)

Completion of a minimum of 39 units including all the requirements of the California State University General Education Certification. SEE THE ARTICULATION/TRANSFER PATTERN SECTION OF THE CATALOG FOR A LIST OF SPECIFIC COURSE REQUIREMENTS.

Course ID	Title	Units
Required Core 39 Units		
Area A: English Language, Communication and Critical Thinking 9 units required. Complete one course in Area A1, A2, and A3.		
A1 Oral Communication		
COMM 1*	Communication Fundamentals	3
Or		
COMM 1H*	Honors Communication Fundamentals	3
COMM 5	Interpersonal Communication	3
A2 Written Communication		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
A3 Critical Thinking		
ENG 1B*	Principles of Composition II	3
Or		
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3
PHIL 12*	Introduction to Logic	3
COMM 2*	Persuasion	3
COMM 3*	Argumentation and Debate	3

Area B: Scientific Inquiry and Quantitative Reasoning – 9 units required. Complete one course from Area B1 and one course from Area B2. One course must have a laboratory. #denotes laboratory courses. Complete one Math course from Area B4.

B1 Physical Science		
ASTR 20	General Astronomy	3
ASTR 20	General Astronomy	3
And		
ASTR 25*#	Observational Astronomy	3
ASTR 21	The Solar System	3
CHEM 1A*#	General Chemistry	5
CHEM 1B*#	General Chemistry	5
CHEM 2*#	General Chemistry Principles	2
CHEM 3*#	Fundamental Chemistry	4
CHEM 12A*#	Organic Chemistry	5
CHEM 12B*#	Organic Chemistry	5
CHEM 13*	Organic Chemistry Principles	3
CHEM 108#	Introduction to General, Organic, and Biochemistry	4
ENV 23#	Environmental Geology	4

Revised
General Education
CSU-GE Certificate of Achievement

Students may earn a Certificate of Achievement in General Education upon completion of a pattern of approved courses intended for transfer. See www.assist.org for additional information.

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.
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- Develop a reasoned solution to a problem.
- Evaluate new and accepted ideas about the natural universe using testable methodology.
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COMM 1*	Communication Fundamentals	3
Or		
COMM 1H*	Honors Communication Fundamentals	3
COMM 5	Interpersonal Communication	3
A2 Written Communication		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
A3 Critical Thinking		
ENG 1B*	Principles of Composition II	3
Or		
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Critical Thinking, Reading, and Writing	3
PHIL 12*	Introduction to Logic	3
COMM 2*	Persuasion	3
COMM 3*	Argumentation and Debate	3

Area B: Scientific Inquiry and Quantitative Reasoning – 9 units required. Complete one course from Area B1 and one course from Area B2. One course must have a laboratory. #denotes laboratory courses. Complete one Math course from Area B4.

B1 Physical Science		
ASTR 20	General Astronomy	3
ASTR 20	General Astronomy	3
And		
ASTR 25*#	Observational Astronomy	3
ASTR 21	The Solar System	3
CHEM 1A*#	General Chemistry	5
CHEM 1B*#	General Chemistry	5
CHEM 2*#	General Chemistry Principles	2
CHEM 3*#	Fundamental Chemistry	4
CHEM 12A*#	Organic Chemistry	5
CHEM 12B*#	Organic Chemistry	5
CHEM 13*	Organic Chemistry Principles	3
CHEM 108#	Introduction to General, Organic, and Biochemistry	4
ENV 23#	Environmental Geology	4

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

GEOG 1	Physical Geography	3	GEOG 1	Physical Geography	3
Or			Or		
GEOG 1H	Honors Physical Geography	3	GEOG 1H	Honors Physical Geography	3
GEOG 1	Physical Geography	3	GEOG 1	Physical Geography	3
And			And		
GEOG 1L*#	Physical Geography Laboratory	1	GEOG 1L*#	Physical Geography Laboratory	1
GEOL 1#	Introduction to Physical Geology	4	GEOL 1#	Introduction to Physical Geology	4
GEOL 2*#	Historical Geology	4	GEOL 2*#	Historical Geology	4
GEOL 3	Geology of California	3	GEOL 3	Geology of California	3
GEOL 4	Natural Disasters	3	GEOL 4	Natural Disasters	3
GEOL 7	Weather and Climate	3	GEOL 7	Weather and Climate	3
GEOL 20#	Introduction to Earth Science	4	GEOL 20#	Introduction to Earth Science	4
GEOL 21	The Solar System	3	GEOL 21	The Solar System	3
GEOL 23#	Environmental Geology	4	GEOL 23#	Environmental Geology	4
MS 4#	Southern California Coastal Ecology	4	MS 4#	Southern California Coastal Ecology	4
MS 20#	Introduction to Oceanography	4	MS 20#	Introduction to Oceanography	4
PHYS 1A*#	Physics with Calculus for Chemistry and Life Sciences I	4	PHYS 1A*#	Physics with Calculus for Chemistry and Life Sciences I	4
PHYS 1B*#	Physics with Calculus for Chemistry and Life Sciences II	4	PHYS 1B*#	Physics with Calculus for Chemistry and Life Sciences II	4
PHYS 2A*#	Introduction to Physics	5	PHYS 2A*#	Introduction to Physics	5
PHYS 2B*#	Introduction to Physics	5	PHYS 2B*#	Introduction to Physics	5
PHYS 4A*#	General Physics	5	PHYS 4A*#	General Physics	5
PHYS 4B*#	General Physics	5	PHYS 4B*#	General Physics	5
PHYS 4C*#	General Physics	5	PHYS 4C*#	General Physics	5
PHYS 20#	The Ideas and Events of Physics	4	PHYS 20#	The Ideas and Events of Physics	4
B2 Biological Science			B2 Biological Science		
ANTH 1	Biological Anthropology	3	ANTH 1	Biological Anthropology	3
Or			Or		
ANTH 1H	Honors Biological Anthropology	3	ANTH 1H	Honors Biological Anthropology	3
ANTH 1	Biological Anthropology	3	ANTH 1	Biological Anthropology	3
And			And		
ANTH 1L*#	Biological Anthropology Laboratory	1	ANTH 1L*#	Biological Anthropology Laboratory	1
BIO 3A*#	General Biology I	5	BIO 3AH*#	Honors General Biology I	5
–Or			BIO 3BH*#	Honors General Biology II	5
BIO 3AH*#	Honors General Biology I	5	BIO 3C*#	Biochemistry and Molecular Biology	5
BIO 3B*#	General Biology II	5	BIO 4A*#	Principles of Cellular Biology	4
–Or			BIO 4B*#	Principles of Organismal Biology	4
BIO 3BH*#	Honors General Biology II	5	BIO 11*#	Human Anatomy	4
BIO 3C*#	Biochemistry and Molecular Biology	5	BIO 12*#	Human Physiology	4
BIO 4A*#	Principles of Cellular Biology	4	BIO 15*#	General Microbiology	5
BIO 4B*#	Principles of Organismal Biology	4	BIO 19#	Marine Biology	4
BIO 11*#	Human Anatomy	4	BIO 20#	Introduction to Biology	4
BIO 12*#	Human Physiology	4	BIO 22*	Human Genetics	3
BIO 15*#	General Microbiology	5	BIO 28*	Plants and Human Affairs	3
BIO 19#	Marine Biology	4	BIO 30*	Human Biology	3
BIO 20#	Introduction to Biology	4	BIO 31*#	Biology of Plants	4
BIO 22*	Human Genetics	3	BIO 40	Evolution	3
BIO 28*	Plants and Human Affairs	3	BIO 43*	Animal Behavior	3
BIO 30*	Human Biology	3	BIO 113#	Human Anatomy and Physiology	4
BIO 31*#	Biology of Plants	4	ENV 5	Biodiversity Conservation	3
BIO 40	Evolution	3	ENV 18#	Introduction to Ecology	4
BIO 43*	Animal Behavior	3	ENV 24#	Natural History of California	4
BIO 113#	Human Anatomy and Physiology	4	HORT 20#	Introduction to Horticultural Science	4
ENV 18#	Introduction to Ecology	4	PSYC 3*	Biological Psychology	4
ENV 24#	Natural History of California	4			
HORT 20#	Introduction to Horticultural Science	4			
PSYC 3*	Biological Psychology	4			
B4 Mathematics			B4 Mathematics		
MATH 2*	Pre-Calculus Mathematics	5	MATH 2*	Pre-Calculus Mathematics	5
MATH 3A*	Analytic Geometry and Calculus	5	MATH 3A*	Analytic Geometry and Calculus	5
Or			Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5	MATH 3AH*	Honors Analytic Geometry and Calculus	5
MATH 3B*	Analytic Geometry and Calculus	5	MATH 3B*	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5	MATH 3C*	Analytic Geometry and Calculus	5
MATH 7*	College Algebra	5	MATH 7*	College Algebra	5

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MATH 8*	College Algebra for Brief Calculus	5
MATH 10*	Introduction to Statistics	3
MATH 11*	A Brief Course in Calculus	5
MATH 14*	Mathematics for Elementary School Teachers	4
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
MATH 103*	Mathematical Ideas	3
MATH 124*	Trigonometry	3
PSYC 44*	Statistics for the Behavioral Sciences	3

Area C: Arts and Humanities 9 units required. Complete one Course from Area C1 and one course from Area C2. Complete a third course from either Area.

C1Arts		
ARCH 12	History of Architecture	3
ART 4	Fundamentals of Arts	3
ARTH 20	Art Appreciation	3
ARTH 21	Women and Art	3
ARTH 22	Survey of Asian Art	3
ARTH 23	African, Oceanic, and Ancient North American Art	3
ARTH 24	Indigenous Arts of the Americas	3
ARTH 25	Survey of Art History – Ancient Worlds to Gothic	3
ARTH 26*	Survey of Western Art History – Renaissance to Contemporary	3
ARTH 27	History of American Art	3
ARTH 29	Introduction to World Art	3
ARTH 30	History of Modern Art 1825-1945	3
ARTH 32	Survey of Contemporary Art	3
COMM 32*	Interpreters' Theatre	3
CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 3	History and Appreciation of American Cinema	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
DANC 64	History of Dance	3
DANC 74	Multicultural Dance History in the United States	3
FA 27	Introduction to Fine Arts	3
FASH 144	Fashion Trends and Cultural Costumes	3
GD 1	History of Animation	3
GD 2	History of Graphic Design	3
HORT 115	History of Landscape Design	3
ID 110	Fundamentals of Interior Design	3
ID 122	History of Interior Architecture and Furnishings I	3
ID 125	History of Interior Architecture and Furnishings II	3
MUS 1	The Basic of Music	3
MUS 20	Music Appreciation	3
MUS 23	Introduction to World Music	3
MUS 24	Music since 1900	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
MUS 32*	Singing Society	2
MUS 33*	Masterworks Chorale	2
MUS 34*	Early Music Ensemble	2
MUS 35*	Contemporary Choir	2
MUS 47*	Saddleback College Big Band	2
PHOT 25	History of Photography	3
TA 10	Musical Theatre Techniques	3
TA 11	Stage Movement	3
TA 20	Theatre Appreciation	3
TA 22	Musical Theatre History and Appreciation	3

MATH 8*	College Algebra for Brief Calculus	5
MATH 10*	Introduction to Statistics	3
MATH 11*	A Brief Course in Calculus	5
MATH 14*	Mathematics for Elementary School Teachers	4
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
MATH 103*	Mathematical Ideas	3
MATH 124*	Trigonometry	3
PSYC 44*	Statistics for the Behavioral Sciences	3

Area C: Arts and Humanities 9 units required. Complete one Course from Area C1 and one course from Area C2. Complete a third course from either Area.

C1Arts		
ARCH 12	History of Architecture	3
ART 4	Fundamentals of Arts	3
ART 40	2-D Foundations	3
ART 41	Three-Dimensional Design	3
ART 42	Color Theory and Practice	3
ARTH 20	Art Appreciation	3
ARTH 21	Women and Art	3
ARTH 22	Survey of Asian Art	3
ARTH 23	African, Oceanic, and Ancient North American Art	3
ARTH 24	Indigenous Arts of the Americas	3
ARTH 25	Survey of Art History – Ancient Worlds to Gothic	3
ARTH 26*	Survey of Western Art History – Renaissance to Contemporary	3
ARTH 27	History of American Art	3
ARTH 29	Introduction to World Art	3
ARTH 30	History of Modern Art 1825-1945	3
ARTH 32	Survey of Contemporary Art	3
COMM 32*	Interpreters' Theatre	3
CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 3	History and Appreciation of American Cinema	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
DANC 64	History of Dance	3
DANC 74	Multicultural Dance History in the United States	3
FA 27	Introduction to Fine Arts	3
FASH 144	Fashion Trends and Cultural Costumes	3
GD 1	History of Animation	3
GD 2	History of Graphic Design	3
HORT 115	History of Landscape Design	3
ID 110	Fundamentals of Interior Design	3
ID 122	History of Interior Architecture and Furnishings I	3
ID 125	History of Interior Architecture and Furnishings II	3
MUS 1	The Basic of Music	3
MUS 20	Music Appreciation	3
MUS 23	Introduction to World Music	3
MUS 24	Music since 1900	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
MUS 32*	Singing Society	2
MUS 33*	Masterworks Chorale	2
MUS 34*	Early Music Ensemble	2
MUS 35*	Contemporary Choir	2
MUS 47*	Saddleback College Big Band	2
PHOT 25	History of Photography	3
TA 10	Musical Theatre Techniques	3
TA 11	Stage Movement	3

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TA 25	Theatre History – Primitive to Renaissance	3	TA 20	Theatre Appreciation	3
TA 110	Chicana(o) Latina(o) Theatre	3	TA 22	Musical Theatre History and Appreciation	3
			TA 25	Theatre History – Primitive to Renaissance	3
			TA 110	Chicana(o) Latina(o) Theatre	3
C2 Humanities					
ARAB 1*	Elementary Arabic	5	ARAB 1*	Elementary Arabic	5
ARAB 2*	Elementary Arabic	5	ARAB 2*	Elementary Arabic	5
ARAB 3*	Intermediate Arabic	5	ARAB 3*	Intermediate Arabic	5
ARAB 4*	Intermediate Arabic	5	ARAB 4*	Intermediate Arabic	5
ARAB 10*	Intermediate Conversational Arabic	3	ARAB 10*	Intermediate Conversational Arabic	3
ARAB 21	Introduction to Arabic Culture	3	ARAB 21	Introduction to Arabic Culture	3
CHI 1*	Elementary Chinese	5	CHI 1*	Elementary Chinese	5
CHI 2*	Elementary Chinese	5	CHI 2*	Elementary Chinese	5
CHI 3*	Intermediate Chinese	5	CHI 3*	Intermediate Chinese	5
CHI 4*	Intermediate Chinese	5	CHI 4*	Intermediate Chinese	5
CHI 21*	Introduction to Chinese Culture and Influence in the U.S.	3	CHI 21*	Introduction to Chinese Culture and Influence in the U.S.	3
COMM 30	Introduction to Oral Interpretation	3	COMM 30	Introduction to Oral Interpretation	3
ENG 3*	Introduction to Creative Writing	3	ENG 3*	Introduction to Creative Writing	3
ENG 4*	Fiction Fundamentals	3	ENG 4*	Fiction Fundamentals	3
ENG 15A*	Survey of American Literature – 1620-1860	3	ENG 15A*	Survey of American Literature – 1620-1860	3
ENG 15B*	Survey of American Literature – 1860- Contemporary	3	ENG 15B*	Survey of American Literature – 1860- Contemporary	3
ENG 17A*	Survey of English Literature – Beowulf to Romantic Movement	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 17B*	Survey of English Lit – Romantic Movement to the Present	3
ENG 18*	Shakespeare – The Tragedies	3	ENG 18*	Shakespeare – The Tragedies	3
ENG 19*	Shakespeare – The Comedies	3	ENG 21A*	World Literature – Ancient to 17 th Century	3
ENG 21A*	World Literature – Ancient to 17 th Century	3	ENG 21B*	World Literature – 17 th Century to Modern Period	3
ENG 21B*	World Literature – 17 th Century to Modern Period	3	ENG 22*	Introduction to Shakespeare	3
ENG 22*	Introduction to Shakespeare	3	ENG 24*	Ethnic Voices in Literature – The American Experience	3
ENG 24*	Ethnic Voices in Literature – The American Experience	3	ENG 25*	Introduction to Literature	3
ENG 25*	Introduction to Literature	3	ENG 27A*	Introduction to the Novel	3
ENG 27A*	Introduction to the Novel	3	Or		
ENG 27AH*	Honors Introduction to the Novel	3	ENG 27AH*	Honors Introduction to the Novel	3
ENG 44*	Classical Mythology	3	ENG 44*	Classical Mythology	3
ENG 52*	The Film as Literature	3	ENG 52*	The Film as Literature	3
ENG 142*	Children's Literature	3	ENG 142*	Children's Literature	3
FR 1*	Elementary French	5	FR 1*	Elementary French	5
FR 2*	Elementary French	5	FR 2*	Elementary French	5
FR 3*	Intermediate French	5	FR 3*	Intermediate French	5
FR 4*	Intermediate French	5	FR 4*	Intermediate French	5
FR 10*	Intermediate Conversational French	3	FR 10*	Intermediate Conversational French	3
FR 21*	Introduction to French Language and Culture	3	FR 21*	Introduction to French Language and Culture	3
GER 1*	Elementary German	5	GER 1*	Elementary German	5
GER 2*	Elementary German	5	GER 2*	Elementary German	5
GER 3*	Intermediate German	5	GER 3*	Intermediate German	5
GER 4*	Intermediate German	5	GER 4*	Intermediate German	5
HEBR 1*	Elementary Hebrew	5	HEBR 1*	Elementary Hebrew	5
HEBR 2*	Elementary Hebrew	5	HEBR 2*	Elementary Hebrew	5
HEBR 3*	Intermediate Hebrew	5	HIST 4	World History to 1500	3
HIST 4	World History to 1500	3	HIST 5	World History since 1500	3
HIST 5	World History since 1500	3	HIST 16	History of the United States to 1876	3
HIST 16	History of the United States to 1876	3	HIST 17	History of the United States since 1876	3
HIST 17	History of the United States since 1876	3	HON 11H*	Honors Culture, Science, Society – The Renaissance	3
HON 11H*	Honors Culture, Science, Society – The Renaissance	3	HON 12H*	Honors Culture, Science, Society – The Post- Modern World	3
HON 12H*	Honors Culture, Science, Society – The Post- Modern World	3	HON 13H*	Honors Culture, Science, Society – Power, Resistance, Empire	3
HON 13H*	Honors Culture, Science, Society – Power, Resistance, Empire	3			

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HON 14H*	Honors Culture, Science, Society – Trans-Formation of Empire	3	HON 14H*	Honors Culture, Science, Society – Trans-Formation of Empire	3
HON 15H*	Honors Culture, Science, Society – From Philosophy to Science	3	HON 15H*	Honors Culture, Science, Society – From Philosophy to Science	3
HON 16H*	Honors Culture, Science, Society – Natural And Social Science	3	HON 16H*	Honors Culture, Science, Society – Natural And Social Science	3
HUM 1*	Introduction to Humanities	3	HUM 1*	Introduction to Humanities	3
HUM 2*	Origins of Western Culture in Literature	3	HUM 2*	Origins of Western Culture in Literature	3
HUM 3*	The Culture of Medieval and Renaissance Europe	3	HUM 3*	The Culture of Medieval and Renaissance Europe	3
HUM 21*	The Search for Meaning – Ideas of Self Across Cultures	3	HUM 21*	The Search for Meaning – Ideas of Self Across Cultures	3
HUM 25*	Planet Earth – Contemporary Issues and Controversies	3	HUM 25*	Planet Earth – Contemporary Issues and Controversies	3
HUM 30BH*	Honors Culture, Science, Society B-Power, Resistance, Empire	3	HUM 30BH*	Honors Culture, Science, Society B-Power, Resistance, Empire	3
HUM 30CH*	Honors Culture, Science, Society C – Nature & Politics I	3	HUM 30CH*	Honors Culture, Science, Society C – Nature & Politics I	3
HUM 31BH*	Honors Culture, Science, Society B-Transformation of Empire	3	HUM 31BH*	Honors Culture, Science, Society B-Transformation of Empire	3
HUM 31CH*	Honors Culture, Science, Society C – Nature & Politics II	3	HUM 31CH*	Honors Culture, Science, Society C – Nature & Politics II	3
ITA 1*	Elementary Italian	5	ITA 1*	Elementary Italian	5
ITA 2*	Elementary Italian	5	ITA 2*	Elementary Italian	5
ITA 3*	Intermediate Italian	5	ITA 3*	Intermediate Italian	5
ITA 4*	Intermediate Italian	5	ITA 4*	Intermediate Italian	5
ITA 21*	Introduction to Italian Culture	3	ITA 21*	Introduction to Italian Culture	3
JA 1*	Elementary Japanese	5	JA 1*	Elementary Japanese	5
JA 2*	Elementary Japanese	5	JA 2*	Elementary Japanese	5
JA 3*	Intermediate Japanese	5	JA 3*	Intermediate Japanese	5
JA 4*	Intermediate Japanese	5	JA 4*	Intermediate Japanese	5
JA 21*	Introduction to Japanese Culture	3	JA 21*	Introduction to Japanese Culture	3
KOR 1*	Elementary Korean	5	KOR 1*	Elementary Korean	5
KOR 2*	Elementary Korean	5	KOR 2*	Elementary Korean	5
KOR 3*	Intermediate Korean	5	KOR 3*	Intermediate Korean	5
KOR 4*	Intermediate Korean	5	KOR 4*	Intermediate Korean	5
KOR 21*	Introduction to Korean Culture	3	KOR 21*	Introduction to Korean Culture	3
PHIL 1*	Introduction to Philosophy	3	PHIL 1*	Introduction to Philosophy	3
Or			Or		
PHIL 1H*	Honors Introduction to Philosophy	3	PHIL 1H*	Honors Introduction to Philosophy	3
PHIL 2*	History of Ancient Philosophy	3	PHIL 5*	History of Modern Philosophy	
PHIL 5*	History of Modern Philosophy		PHIL 10*	World Religions	3
PHIL 10*	World Religions	3	PHIL 14*	Philosophy of Religion	3
PHIL 14*	Philosophy of Religion	3	PHIL 15*	Introduction to Ethics	3
PHIL 15*	Introduction to Ethics	3	PORT 1*	Elementary Portuguese	5
PORT 1*	Elementary Portuguese	5	PORT 2*	Elementary Portuguese	5
PORT 2*	Elementary Portuguese	5	PORT 3*	Intermediate Portuguese	5
PORT 3*	Intermediate Portuguese	5	PORT 4*	Intermediate Portuguese	5
PORT 4*	Intermediate Portuguese	5	PRSN 1*	Elementary Persian	5
PORT 21	Introduction to Portuguese and Brazilian Culture	3	PRSN 2*	Elementary Persian	5
PRSN 1*	Elementary Persian	5	PRSN 3*	Intermediate Persian	5
PRSN 2*	Elementary Persian	5	PRSN 4*	Intermediate Persian	5
PRSN 3*	Intermediate Persian	5	PRSN 21*	Introduction to Persian Culture	3
PRSN 4*	Intermediate Persian	5	SL 1*	American Sign Language I	4
PRSN 21*	Introduction to Persian Culture	3	SL 2*	American Sign Language II	4
SL 1*	American Sign Language I	4	SL 3*	American Sign Language III	4
SL 2*	American Sign Language II	4	SL 4*	American Sign Language IV	4
SL 3*	American Sign Language III	4	SL 10	Deaf Culture and Its History	3
SL 4*	American Sign Language IV	4	SPAN 1*	Elementary Spanish	5
SPAN 1*	Elementary Spanish	5	Or		
Or			SPAN 1H*	Honors Elementary Spanish	5
SPAN 1H*	Honors Elementary Spanish	5	SPAN 2*	Elementary Spanish	5
SPAN 2*	Elementary Spanish	5	Or		
Or			SPAN 2H*	Honors Elementary Spanish	5
SPAN 2H*	Honors Elementary Spanish	5			

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SPAN 3	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5
SPAN 10*	Intermediate Conversational Spanish	3
SPAN 11*	Advanced Conversational Spanish	3
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Spain 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900-Present	3
SPAN 21C*	Hispanic Culture and Literature in the United States	3

Area D: Social Sciences 9 units required.

Choose three courses from a least two different subjects

ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspective	3
ANTH 8	World Prehistory	3
ANTH 9	Introduction to Archaeology	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
CDE 15*	Child, Family, and Community	3
COMM 20	Intercultural Communication	3
CTVR 1	Mass Media and Society	3
ECON 2*	Principles (MACRO)	3
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4	Principles (MICRO)	3
Or		
ECON 4H*	Honors Principles of Microeconomics	3
ECON 11	International Political Economy	3
ECON 20	The American Economy	3
ENV 1	Introduction to Environmental Studies	3
ENV 6*	Scarcity and Environment	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3
GEOG 2	Cultural Geography	3
Or		
GEOG 2H	Honors Cultural Geography	3
GEOG 3	World Regional Geography	3
GEOG 38	California Geography	3
GLST 1*	Introduction to Global Studies	3
GLST 2*	Global Issues	3
HIST 11	Perspectives of Peace Studies	3
HIST 12	Revolutions and Revolts	3
HIST 15	The Vietnam War	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3
HIST 19	United States since 1945	3

SPAN 3	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5
SPAN 10*	Intermediate Conversational Spanish	3
SPAN 11*	Advanced Conversational Spanish	3
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Spain 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900-Present	3
SPAN 21C*	Hispanic Culture and Literature in the United States	3

Area D: Social Sciences 9 units required.

Choose three courses from a least two different subjects

ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspective	3
ANTH 8	World Prehistory	3
ANTH 9	Introduction to Archaeology	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
CDE 15*	Child, Family, and Community	3
COMM 20	Intercultural Communication	3
CTVR 1	Mass Media and Society	3
ECON 2*	Principles (MACRO)	3
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4	Principles (MICRO)	3
Or		
ECON 4H*	Honors Principles of Microeconomics	3
ECON 11	International Political Economy	3
ENV 1	Introduction to Environmental Studies	3
ENV 6*	Scarcity and Environment	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3
GEOG 2	Cultural Geography	3
Or		
GEOG 2H	Honors Cultural Geography	3
GEOG 3	World Regional Geography	3
GEOG 38	California Geography	3
GLST 1*	Introduction to Global Studies	3
GLST 2*	Global Issues	3
HIST 11	Perspectives of Peace Studies	3
HIST 12	Revolutions and Revolts	3
HIST 15	The Vietnam War	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3
HIST 19	United States since 1945	3

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HIST 20	Ethnic Cultures of the United States	3	HIST 20	Ethnic Cultures of the United States	3
HIST 21	Women in United States History – A Multi-Cultural Perspective	3	HIST 21	Women in United States History – A Multi-Cultural Perspective	3
HIST 22	Survey of United States History	3	HIST 22	Survey of United States History	3
HIST 27	Latin America – Pre-European to Independent Nationhood	3	HIST 27	Latin America – Pre-European to Independent Nationhood	3
HIST 28	Latin America – 1800 to the Present	3	HIST 28	Latin America – 1800 to the Present	3
HIST 29	Film and History in Latin America	3	HIST 29	Film and History in Latin America	3
HIST 30	History of Mexico	3	HIST 30	History of Mexico	3
HIST 32	California History	3	HIST 32	California History	3
HIST 33	Chicano – Latino American History	3	HIST 33	Chicano – Latino American History	3
HIST 62	European History to 1650	3	HIST 62	European History to 1650	3
HIST 63	European History since 1650	3	HIST 63	European History since 1650	3
HIST 70	History of Asia to 1800	3	HIST 70	History of Asia to 1800	3
HIST 71	History of Asia since 1800	3	HIST 71	History of Asia since 1800	3
HIST 72	History of China	3	HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3	HIST 74	History of the Middle East to 1800	3
HIST 75	History of the Modern Middle East	3	HIST 75	History of the Modern Middle East	3
HIST 80	Introduction to Contemporary Africa	3	HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3	HIST 81	African American History	3
HS 100*	Introduction to Human Services	3	HS 100*	Introduction to Human Services	3
HS 120*	Human Development in the Social Environment	3	HS 120*	Human Development in the Social Environment	3
JRN 1	Mass Media and Society	3	JRN 1	Mass Media and Society	3
PS 1	American Government	3	PS 1	American Government	3
Or			Or		
PS 1H	Honors American Government	3	PS 1H	Honors American Government	3
PS 4	Introduction to Political Science	3	PS 4	Introduction to Political Science	3
PS 10H	Honors Political Theory	3	PS 10H	Honors Political Theory	3
PS 11	International Political Economy	3	PS 11	International Political Economy	3
PS 12	Comparative Politics and Government	3	PS 12	Comparative Politics and Government	3
PS 14	International Relations	3	PS 14	International Relations	3
PS 80	Introduction to Contemporary Africa	3	PS 80	Introduction to Contemporary Africa	3
PSYC 1	Introduction to Psychology	3	PSYC 1	Introduction to Psychology	3
Or			Or		
PSYC 1H	Honors Introduction to Psychology	3	PSYC 1H	Honors Introduction to Psychology	3
PSYC 2*	Research Methods in Psychology	3	PSYC 2*	Research Methods in Psychology	3
Or			Or		
PSYC 2H*	Honors Research Methods in Psychology	3	PSYC 2H*	Honors Research Methods in Psychology	3
PSYC 4	Introduction to Cognitive Psychology	3	PSYC 4	Introduction to Cognitive Psychology	3
PSYC 5*	Psychological Aspects of Human Sexuality	3	PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 7*	Developmental Psychology – Childhood through Adolescence	3	PSYC 7*	Developmental Psychology – Childhood through Adolescence	3
PSYC 16*	Introduction to Cross-Culture Psychology	3	PSYC 16*	Introduction to Cross-Culture Psychology	3
PSYC 21	The Psychology of Women	3	PSYC 21	The Psychology of Women	3
PSYC 30*	Social Psychology	3	PSYC 30*	Social Psychology	3
PSYC 33	Psychology of Adjustment	3	PSYC 33	Psychology of Adjustment	3
PSYC 37*	Abnormal Behavior	3	PSYC 37*	Abnormal Behavior	3
PSYC 125*	Psychology of Aging	3	PSYC 37*	Abnormal Behavior	3
SOC 1	Introduction of Sociology	3	PSYC 125*	Psychology of Aging	3
SOC 2	Social Problems	3	SOC 1	Introduction of Sociology	3
SOC 6	Introduction to Asian Cultures in the United States	3	SOC 2	Social Problems	3
SOC 10	Introduction to Marriage and the Family	3	SOC 10	Introduction to Marriage and the Family	3
SOC 15*	Socialization of the Child	3	SOC 15*	Socialization of the Child	3
SOC 20	Ethnic Cultures of the United States	3	SOC 20	Ethnic Cultures of the United States	3
SOC 21	Women in Contemporary Society	3	SOC 21	Women in Contemporary Society	3
SOC 23	Food and Society	3	SOC 23	Food and Society	3
SOC 25	Social Stratification	3	SOC 25	Social Stratification	3
SOC 30*	Social Psychology	3	SOC 30*	Social Psychology	3
SOC 125	Sociology of Aging	3	SOC 125	Sociology of Aging	3
WS 10	Introduction to Women's Studies	3			
Or					
WS 10H	Honors Intro to Women's Studies	3			
WS 11H	Honors Introduction to Feminist Theory	3			

SADDLEBACK COLLEGE
REVISED PROGRAMS
ACADEMIC YEAR 2020-2021

WS 15	Introduction to Queer Studies	3
WS 31	Gender and Popular Culture	3

AREA E: Lifelong Understanding and Self-Development 3 units required. A maximum of 2 units is permitted for activity course in DANC/KNES/KNEA/PE

BUS 16	Personal Law, Street Law	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
COUN 140	Educational and Vocational Planning	3
COUN 150	Helping Relationships	3
COUN 151	Human Relationships	3
COUN 160	Career and Vocational Exploration	3
DANC 38*	Intermediate Mat Pilates	1
DANC 38*	Intermediate Mat Pilates	1.5
DANC 51	Introduction to Ballet	1
DANC 51	Introduction to Ballet	1.5
DANC 52	Ballet Dancing Level I	1
DANC 52	Ballet Dancing Level I	1.5
DANC 53*	Intermediate Ballet	1
DANC 53*	Intermediate Ballet	1.5
DANC 54	Introduction to Modern Dance	1
DANC 54	Introduction to Modern Dance	1.5
DANC 55*	Modern Dance Level I	1
DANC 55*	Modern Dance Level I	1.5
DANC 56*	Intermediate Modern Dance	1
DANC 56*	Intermediate Modern Dance	1.5
DANC 57	Introduction to Jazz Dancing	1
DANC 57	Introduction to Jazz Dancing	1.5
DANC 58	Jazz Dancing Level I	1
DANC 58	Jazz Dancing Level I	1.5
DANC 59*	Intermediate Jazz Dancing	1
DANC 59*	Intermediate Jazz Dancing	1.5
DANC 60	Introduction to Tap Dancing	1
DANC 61	Tap Dancing Level I	1
DANC 62*	Intermediate Tap Dancing	1
DANC 63	Exercise for Dancers	1
FASH 141	Apparel Selection	3
FCS 115	Consumer Issues	3
FCS142	Life Management	3
FN 50	Fundamentals of Nutrition	3
FN 64	Nutrition Issues and Controversies	3
HLTH 1	Contemporary Health Issues	3
HLTH 3	Women's Health Issues	3
HS 175	Substance Abuse Education, Prevention, And Intervention	3
HSC 151	Intro to Therapy and Career Exploration of Rehabilitation	3
KNEA 1	Adapted Strength Training	1
KNEA 1	Adapted Strength Training	1.5
KNEA 107	Survey and Assessment of Fitness	1
KNEA 151	Intro to Therapy And Career Exploration of Rehabilitation	3
KNES 1	Cardiovascular Conditioning	1
KNES 1	Cardiovascular Conditioning	1.5
KNES 2	Strength Training	1.5
KNES 3	Circuit Weight Training	1
KNES 3	Circuit Weight Training	1.5
KNES 4	Beginning Weight Lifting	1
KNES 4	Beginning Weight Lifting	1.5
KNES 5*	Intermediate Weight Lifting	1
KNES 5*	Intermediate Weight Lifting	1.5

GSS 10	Introduction to Women's Studies	3
Or		
GSS 10H	Honors Intro to Women's Studies	3
GSS 11H	Honors Introduction to Feminist Theory	3
GSS 15	Introduction to Queer Studies	3
GSS 31	Gender and Popular Culture	3

AREA E: Lifelong Understanding and Self-Development 3 units required. A maximum of 2 units is permitted for activity course in DANC/KNES/KNEA/PE

BUS 16	Personal Law, Street Law	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
CDE 126	School Age and Adolescent Development	3
COUN 40	Educational and Vocational Planning	3
COUN 51	Human Relationships	3
COUN 60	Career and Vocational Exploration	3
COUN 150	Helping Relationships	3
DANC 38*	Intermediate Mat Pilates	1
DANC 38*	Intermediate Mat Pilates	1.5
DANC 51	Introduction to Ballet	1
DANC 51	Introduction to Ballet	1.5
DANC 52	Ballet Dancing Level I	1
DANC 52	Ballet Dancing Level I	1.5
DANC 53*	Intermediate Ballet	1
DANC 53*	Intermediate Ballet	1.5
DANC 54	Introduction to Modern Dance	1
DANC 54	Introduction to Modern Dance	1.5
DANC 55*	Modern Dance Level I	1
DANC 55*	Modern Dance Level I	1.5
DANC 56*	Intermediate Modern Dance	1
DANC 56*	Intermediate Modern Dance	1.5
DANC 57	Introduction to Jazz Dancing	1
DANC 57	Introduction to Jazz Dancing	1.5
DANC 58	Jazz Dancing Level I	1
DANC 58	Jazz Dancing Level I	1.5
DANC 59*	Intermediate Jazz Dancing	1
DANC 59*	Intermediate Jazz Dancing	1.5
DANC 60	Introduction to Tap Dancing	1
DANC 61	Tap Dancing Level I	1
DANC 62*	Intermediate Tap Dancing	1
DANC 63	Exercise for Dancers	1
FASH 141	Apparel Selection	3
FCS 115	Consumer Issues	3
FCS142	Life Management	3
FN 50	Fundamentals of Nutrition	3
FN 64	Nutrition Issues and Controversies	3
HLTH 1	Contemporary Health Issues	3
HLTH 3	Women's Health Issues	3
HS 175	Substance Abuse Education, Prevention, And Intervention	3
HSC 151	Intro to Therapy and Career Exploration of Rehabilitation	3
KNEA 1	Adapted Strength Training	1
KNEA 1	Adapted Strength Training	1.5
KNEA 107	Survey and Assessment of Fitness	1
KNEA 151	Intro to Therapy And Career Exploration of Rehabilitation	3
KNES 1	Cardiovascular Conditioning	1
KNES 1	Cardiovascular Conditioning	1.5
KNES 2	Strength Training	1.5
KNES 3	Circuit Weight Training	1
KNES 3	Circuit Weight Training	1.5
KNES 4	Beginning Weight Lifting	1
KNES 4	Beginning Weight Lifting	1.5
KNES 5*	Intermediate Weight Lifting	1
KNES 5*	Intermediate Weight Lifting	1.5

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KNES 6*	Advanced Weight Lifting	1	KNES 6*	Advanced Weight Lifting	1
KNES 6*	Advanced Weight Lifting	1.5	KNES 6*	Advanced Weight Lifting	1.5
KNES 7	Step Training	1	KNES 7	Step Training	1
KNES 8	Beginning Cardio Kickboxing	1	KNES 8	Beginning Cardio Kickboxing	1
KNES 8	Beginning Cardio Kickboxing	1.5	KNES 8	Beginning Cardio Kickboxing	1.5
KNES 9	Stretching, Flexibility, and Conditioning	1	KNES 9	Stretching, Flexibility, and Conditioning	1
KNES 9	Stretching, Flexibility, and Conditioning	1.5	KNES 9	Stretching, Flexibility, and Conditioning	1.5
KNES 10	Cross Training	1	KNES 10	Cross Training	1
KNES 10	Cross Training	1.5	KNES 10	Cross Training	1.5
KNES 17	Beginning Bowling	1	KNES 17	Beginning Bowling	1
KNES 18*	Intermediate Bowling	1	KNES 18*	Intermediate Bowling	1
KNES 19	Beginning Cycling and Spinning	1	KNES 19	Beginning Cycling and Spinning	1
KNES 19	Beginning Cycling and Spinning	1.5	KNES 19	Beginning Cycling and Spinning	1.5
KNES 20	Beginning Golf I	1	KNES 20	Beginning Golf I	1
KNES 20	Beginning Golf I	1.5	KNES 21*	Beginning Golf II	1
KNES 21*	Beginning Golf II	1	KNES 22*	Intermediate Golf	1
KNES 21*	Beginning Golf II	1.5	KNES 22*	Intermediate Golf	1.5
KNES 22*	Intermediate Golf	1	KNES 23*	Advanced Golf	1
KNES 22*	Intermediate Golf	1.5	KNES 24	Beginning Tennis I	1
KNES 23*	Advanced Golf	1	KNES 24	Beginning Tennis I	1.5
KNES 23*	Advanced Golf	1.5	KNES 25*	Beginning Tennis II	1
KNES 24	Beginning Tennis I	1	KNES 25*	Beginning Tennis II	1.5
KNES 24	Beginning Tennis I	1.5	KNES 26*	Intermediate Tennis	1
KNES 25*	Beginning Tennis II	1	KNES 26*	Intermediate Tennis	1.5
KNES 25*	Beginning Tennis II	1.5	KNES 27*	Advanced Tennis	1
KNES 26*	Intermediate Tennis	1	KNES 27*	Advanced Tennis	1.5
KNES 26*	Intermediate Tennis	1.5	KNES 28*	Beginning Yoga	1
KNES 27*	Advanced Tennis	1	KNES 28	Beginning Yoga	1.5
KNES 27*	Advanced Tennis	1.5	KNES 29	Introduction to Tai Chi Ch'uan	1
KNES 28*	Beginning Yoga	1	KNES 31	Muscle Toning for Women	1
KNES 28	Beginning Yoga	1.5	KNES 31	Muscle Toning for Women	1.5
KNES 29	Introduction to Tai Chi Ch'uan	1	KNES 33*	Beginning Surfing I	1
KNES 31	Muscle Toning for Women	1	KNES 34*	Beginning Surfing II – Shortboarding	1
KNES 31	Muscle Toning for Women	1.5	KNES 37*	Intermediate Tai Chi Ch'uan	1
KNES 33*	Beginning Surfing I	1	KNES 38*	Intermediate Mat Pilates	1
KNES 34*	Beginning Surfing II – Shortboarding	1	KNES 38*	Intermediate Mat Pilates	1.5
KNES 37*	Intermediate Tai Chi Ch'uan	1	KNES 39*	Intermediate Yoga	1
KNES 38*	Intermediate Mat Pilates	1	KNES 39*	Intermediate Yoga	1.5
KNES 38*	Intermediate Mat Pilates	1.5	KNES 41	Swimming for Nonswimmers	1
KNES 39*	Intermediate Yoga	1	KNES 41	Swimming for Nonswimmers	1.5
KNES 39*	Intermediate Yoga	1.5	KNES 42*	Intermediate Swimming	1
KNES 41	Swimming for Nonswimmers	1	KNES 42*	Intermediate Swimming	1.5
KNES 41	Swimming for Nonswimmers	1.5	KNES 44*	Aquatic Conditioning	1
KNES 42*	Intermediate Swimming	1	KNES 44*	Aquatic Conditioning	1.5
KNES 42*	Intermediate Swimming	1.5	KNES 49	Aqua Aerobics	1
KNES 44*	Aquatic Conditioning	1	KNES 49	Aqua Aerobics	1.5
KNES 44*	Aquatic Conditioning	1.5	KNES 50	Aerobic Dance	1
KNES 49	Aqua Aerobics	1	KNES 50	Aerobic Dance	1.5
KNES 49	Aqua Aerobics	1.5	KNES 63	Beginning Rock Climbing	1
KNES 50	Aerobic Dance	1	KNES 65	Introduction to Mat Pilates	1
KNES 50	Aerobic Dance	1.5	KNES 65	Introduction to Mat Pilates	1.5
KNES 63	Beginning Rock Climbing	1	KNES 66	Core Training	1
KNES 65	Introduction to Mat Pilates	1	KNES 66	Core Training	1.5
KNES 65	Introduction to Mat Pilates	1.5	KNES 68	Walking for Fitness	1
KNES 66	Core Training	1	KNES 69	Trail Hiking	1
KNES 66	Core Training	1.5	KNES 70	Basketball	1
KNES 68	Walking for Fitness	1	KNES 70	Basketball	1.5
KNES 69	Trail Hiking	1	KNES 71*	Advanced Basketball	1
KNES 70	Basketball	1	KNES 71*	Advanced Basketball	1.5
KNES 70	Basketball	1.5	KNES 72*	Beginning Soccer	1
KNES 71*	Advanced Basketball	1	KNES 72*	Beginning Soccer	1.5
KNES 71*	Advanced Basketball	1.5			
KNES 72*	Beginning Soccer	1			
KNES 72*	Beginning Soccer	1.5			

SADDLEBACK COLLEGE
REVISED PROGRAMS
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KNES 76	Beginning Volleyball	1
KNES 77*	Intermediate Volleyball	1
KNES 78*	Advanced Volleyball	1
KNES 79*	Advanced Baseball	1
KNES 81	Beginning Beach Volleyball	1
KNES 84*	Intermediate Beach Volleyball	1
KNES 88	Intermediate Rock Climbing	1
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 97*	Intermediate Karate	1
KNES 107	Fitness Assessment and Survey	1
KNES 187	Beginning Pickleball	1
KNES 199	Street Martial Arts	1
N 161	Lifecycle 2, Growth and Development	1.5
N 165	Lifecycle 1, Fundamentals of Aging	1.5
PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 7*	Developmental Psychology – Childhood Through Adolescence	3
PSYC 33	Psychology of Adjustment	3
SOC 126	Death and Dying	3
SOC 180	Introduction to Gerontology	3
WS 120	Women and Careers	3

Note: CSU Graduation requirement in U.S. History, Constitution, and American Ideals can be met by completing PS 1 or PS1H and one U.S. History course selected from HIST 16, 17, or 22.

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

KNES 76	Beginning Volleyball	1
KNES 77*	Intermediate Volleyball	1
KNES 78*	Advanced Volleyball	1
KNES 79*	Advanced Baseball	1
KNES 81	Beginning Beach Volleyball	1
KNES 84*	Intermediate Beach Volleyball	1
KNES 88	Intermediate Rock Climbing	1
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 97*	Intermediate Karate	1
KNES 107	Fitness Assessment and Survey	1
KNES 187	Beginning Pickleball	1
KNES 199	Street Martial Arts	1
N 161	Lifecycle 2, Growth and Development	1.5
N 165	Lifecycle 1, Fundamentals of Aging	1.5
PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 7*	Developmental Psychology – Childhood Through Adolescence	3
PSYC 33	Psychology of Adjustment	3
SOC 126	Death and Dying	3
SOC 180	Introduction to Aging	3
GSS 120	Women and Careers	3

Note: CSU Graduation requirement in U.S. History, Constitution, and American Ideals can be met by completing PS 1 or PS1H and one U.S. History course selected from HIST 16, 17, or 22.

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

SADDLEBACK COLLEGE
REVISED PROGRAMS
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**Current
General Education**

IGETC GE Certificate of Achievement

Students may earn a Certificate of Achievement in General Education upon completion of a pattern of approved courses intended for transfer. See www.assist.org for additional information.

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.

Course ID	Title	Units
Required Core 37 Units		
Area 1: English Communication		
A. English Composition		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
B. Critical Thinking/Composition – Choose one course:		
ENG 1B*	Principles of Composition II	3
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3
C. Oral Communication – Required for CSU Transfer ONLY		
COMM 1*	Communication Fundamentals	3
Or		
COMM 1H*	Honors Communication Fundamentals	3
Area 2: Mathematical Concepts – 3 units required – Choose one course:		
MATH 2*	Pre-Calculus Mathematics	5
MATH 3A*	Analytic Geometry and Calculus	5
Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
MATH 3B*	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5
MATH 7*	College Algebra	5
MATH 8*	College Algebra for Brief Calculus	5
MATH 10*	Introduction to Statistics	3
MATH 11*	A Brief Course in Calculus	5
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
PSYC 44*	Statistics for the Behavioral Sciences	3
Area 3: Arts and Humanities 9 units required. Complete one Course from the Arts and one from the Humanities. Select a third course from either area.		
A. Arts		
ARCH 12	History of Architecture	3
ART 4	Fundamentals of Arts	3
ARTH 20	Art Appreciation	3
ARTH 21	Women and Art	3

**Revised
General Education**

IGETC GE Certificate of Achievement

Students may earn a Certificate of Achievement in General Education upon completion of a pattern of approved courses intended for transfer. See www.assist.org for additional information.

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.

Course ID	Title	Units
Required Core 37 Units		
Area 1: English Communication		
A. English Composition		
ENG 1A*	Principles of Composition I	4
Or		
ENG 1AH*	Honors Principles of Composition I	4
B. Critical Thinking/Composition – Choose one course:		
ENG 1B*	Principles of Composition II	3
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Critical Thinking, Reading, and Writing	3
C. Oral Communication – Required for CSU Transfer ONLY		
COMM 1*	Communication Fundamentals	3
Or		
COMM 1H*	Honors Communication Fundamentals	3
Area 2: Mathematical Concepts – 3 units required – Choose one course:		
MATH 2*	Pre-Calculus Mathematics	5
MATH 3A*	Analytic Geometry and Calculus	5
Or		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
MATH 3B*	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5
MATH 7*	College Algebra	5
MATH 8*	College Algebra for Brief Calculus	5
MATH 10*	Introduction to Statistics	3
MATH 11*	A Brief Course in Calculus	5
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
PSYC 44*	Statistics for the Behavioral Sciences	3
Area 3: Arts and Humanities 9 units required. Complete one Course from the Arts and one from the Humanities. Select a third course from either		
A. Arts		
ARCH 12	History of Architecture	3
ART 4	Fundamentals of Arts	3
ARTH 20	Art Appreciation	3
ARTH 21	Women and Art	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
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ARTH 22	Survey of Asian Art	3
ARTH 23	African, Oceanic, and Ancient North American Art	3
ARTH 24	Indigenous Arts of the Americas	3
ARTH 25	Survey of Art History – Ancient Worlds to Gothic	3
ARTH 26*	Survey of Western Art History Renaissance to Contemporary	3
ARTH 27	History of American Art	3
ARTH 29	Introduction to World Art	3
ARTH 30	History of Modern Art 1825-1945	3
ARTH 32	Survey of Contemporary Art	3
CTVR 2	Art History and Appreciation of Television Broadcasting	3
CTVR 3	The History and Appreciation of American Cinema	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
DANC 64	History of Dance	3
DANC 74	Multicultural Dance History in the United States	3
FA 27	Introduction to Fine Arts	3
GD 1	History of Animation	3
GD 2	History of Graphic Design	3
MUS 20	Music Appreciation	3
MUS 23	Introduction to World Music	3
MUS 24	Music Since 1900	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
PHOT 25	History of Photography	3
TA 20	Theatre Appreciation	3
TA 25	Theatre History – Primitive to Renaissance	3
TA 26	Theatre History – Renaissance to Contemporary	3
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B. Humanities		
ARAB 2*	Elementary Arabic	5
ARAB 3*	Intermediate Arabic	5
ARAB 4*	Intermediate Arabic	5
ARAB 21	Introduction to Arabic Culture	3
CHI 2*	Elementary Chinese	5
CHI 3*	Intermediate Chinese	5
CHI 4*	Intermediate Chinese	5
CHI 21*	Introduction to Chinese Culture and Influence in the U.S.	3
ENG 15A*	Survey of American Literature – 1620-1860	3
ENG 15B*	Survey of American Literature – 1860-Contemporary	3
ENG 17A*	Survey of English Literature – Beowulf to Romantic Movement	3
ENG 17B*	Survey of English Lit – Romantic Movement to the Present	3
ENG 18*	Shakespeare – The Tragedies	3
ENG 19*	Shakespeare – The Comedies	3
ENG 21A*	World Literature – Ancient to 17 th Century	3
ENG 21B*	World Literature – 17 th Century to Modern Period	3
ENG 22*	Introduction to Shakespeare	3
ENG 24*	Ethnic Voices in Literature – The American Experience	3
ENG 25*	Introduction to Literature	3
ENG 27A*	Introduction to the Novel	3
Or		
ENG 27AH*	Honors Introduction to the Novel	3

ARTH 22	Survey of Asian Art (India, China, Japan, And Korea)	3
ARTH 23	African, Oceanic, and Ancient North American Art	3
ARTH 24	Indigenous Arts of the Americas	3
ARTH 25	Survey of Art History – Ancient Worlds to Gothic	3
ARTH 26*	Survey of Western Art History Renaissance to Contemporary	3
ARTH 27	History of American Art	3
ARTH 29	Introduction to World Art	3
ARTH 30	History of Modern Art 1825-1945	3
ARTH 32	Survey of Contemporary Art	3
CTVR 2	History and Appreciation of Television Broadcasting	3
CTVR 3	The History and Appreciation of American Cinema	3
CTVR 5	History and Appreciation of International Cinema	3
CTVR 7	Cross Cultural Cinema	3
CTVR 9	Women in Cinema and Television	3
DANC 64	History of Dance	3
DANC 74	Multicultural Dance History in the United States	3
FA 27	Introduction to Fine Arts	3
GD 1	History of Animation	3
GD 2	History of Graphic Design	3
MUS 20	Music Appreciation	3
MUS 23	Introduction to World Music	3
MUS 24	Music Since 1900	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
PHOT 25	History of Photography	3
TA 20	Theatre Appreciation	3
TA 25	Theatre History – Primitive to Renaissance	3
<hr/>		
B. Humanities		
ARAB 2*	Elementary Arabic	5
ARAB 3*	Intermediate Arabic	5
ARAB 4*	Intermediate Arabic	5
ARAB 21	Introduction to Arabic Culture	3
CHI 2*	Elementary Chinese	5
CHI 3*	Intermediate Chinese	5
CHI 4*	Intermediate Chinese	5
CHI 21*	Introduction to Chinese Culture and Influence in the U.S.	3
ENG 15A*	Survey of American Literature – 1620-1860	3
ENG 15B*	Survey of American Literature – 1860-Contemporary	3
ENG 17A*	Survey of English Literature – Beowulf to Romantic Movement	3
ENG 17B*	Survey of English Lit – Romantic Movement to the Present	3
ENG 18*	Shakespeare – The Tragedies	3
ENG 21A*	World Literature – Ancient to 17 th Century	3
ENG 21B*	World Literature – 17 th Century to Modern Period	3
ENG 22*	Introduction to Shakespeare	3
ENG 24*	Ethnic Voices in Literature – The American Experience	3
ENG 25*	Introduction to Literature	3
ENG 27A*	Introduction to the Novel	3
Or		
ENG 27AH*	Honors Introduction to the Novel	3

SADDLEBACK COLLEGE
REVISED PROGRAMS
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ENG 44*	Classical Mythology	3	ENG 44*	Classical Mythology	3
ENG 52*	The Film as Literature	3	ENG 52*	The Film as Literature	3
FR 2*	Elementary French	5	FR 2*	Elementary French	5
FR 3*	Intermediate French	5	FR 3*	Intermediate French	5
FR 4*	Intermediate French	5	FR 4*	Intermediate French	5
FR 21*	Introduction to French Language and Culture	3	FR 21*	Introduction to French Language and Culture	3
GER 2*	Elementary German	5	GER 2*	Elementary German	5
GER 3*	Intermediate German	5	GER 3*	Intermediate German	5
GER 4*	Intermediate German	5	GER 4*	Intermediate German	5
HEBR 2*	Elementary Hebrew	5	HEBR 2*	Elementary Hebrew	5
HEBR 3*	Intermediate Hebrew	5	HIST 4	World History to 1500	3
HIST 4	World History to 1500	3	HIST 5	World History since 1500	3
HIST 5	World History since 1500	3	HIST 16	History of the United States to 1876	3
HIST 16	History of the United States to 1876	3	HIST 17	History of the United States since 1876	3
HIST 17	History of the United States since 1876	3	HIST 30	History of Mexico	3
HIST 30	History of Mexico	3	HIST 70	History of Asia to 1800	3
HIST 70	History of Asia to 1800	3	HIST 71	History of Asia Since 1800	3
HIST 71	History of Asia Since 1800	3	HIST 72	History of China	3
HIST 72	History of China	3	HIST 75	History of the Modern Middle East	3
HIST 75	History of the Modern Middle East	3	HON 11H*	Honors Culture, Science, Society – Renaissance	3
HON 11H*	Honors Culture, Science, Society – Renaissance	3	HON 12H*	Honors Culture, Science, Society – The Postmodern World	3
HON 12H*	Honors Culture, Science, Society – The Postmodern World	3	HON 13H*	Honors Culture, Science, Society – Power, Resistance, Empire	3
HON 13H*	Honors Culture, Science, Society – Power, Resistance, Empire	3	HON 14H*	Honors Culture, Science, Society – Trans-Formation of Empire	3
HON 14H*	Honors Culture, Science, Society – Trans-Formation of Empire	3	HON 15H*	Honors Culture, Science, Society – From Philosophy to Science	3
HON 15H*	Honors Culture, Science, Society – From Philosophy to Science	3	HON 16H*	Honors Culture, Science, Society – Natural And Social Science	3
HON 16H*	Honors Culture, Science, Society – Natural And Social Science	3	HUM 1*	Introduction to Humanities	3
HUM 1*	Introduction to Humanities	3	HUM 2*	Origins of Western Culture in Literature	3
HUM 2*	Origins of Western Culture in Literature	3	HUM 3*	The Culture of Medieval and Renaissance Europe	3
HUM 3*	The Culture of Medieval and Renaissance Europe	3	HUM 21*	The Search for Meaning – Ideas of Self Across Cultures	3
HUM 21*	The Search for Meaning – Ideas of Self Across Cultures	3	HUM 30BH*	Honors Culture, Science, Society B-Power, Resistance, Empire	3
HUM 30BH*	Honors Culture, Science, Society B-Power, Resistance, Empire	3	HUM 30CH*	Honors Culture, Science, Society C – Nature & Politics I	3
HUM 30CH*	Honors Culture, Science, Society C – Nature & Politics I	3	HUM 31BH*	Honors Culture, Science, Society B-Transformation of Empire	3
HUM 31BH*	Honors Culture, Science, Society B-Transformation of Empire	3	HUM 31CH*	Honors Culture, Science, Society C – Nature & Politics II	3
HUM 31CH*	Honors Culture, Science, Society C – Nature & Politics II	3	ITA 2*	Elementary Italian	5
ITA 2*	Elementary Italian	5	ITA 3*	Intermediate Italian	5
ITA 3*	Intermediate Italian	5	ITA 4*	Intermediate Italian	5
ITA 4*	Intermediate Italian	5	ITA 21*	Introduction to Italian Culture	3
ITA 21*	Introduction to Italian Culture	3	JA 2*	Elementary Japanese	5
JA 2*	Elementary Japanese	5	JA 3*	Intermediate Japanese	5
JA 3*	Intermediate Japanese	5	JA 4*	Intermediate Japanese	5
JA 4*	Intermediate Japanese	5	JA 21*	Introduction to Japanese Culture	3
JA 21*	Introduction to Japanese Culture	3	KOR 2*	Elementary Korean	5
KOR 2*	Elementary Korean	5	KOR 3*	Intermediate Korean	5
KOR 3*	Intermediate Korean	5	KOR 4*	Intermediate Korean	5
KOR 4*	Intermediate Korean	5	KOR 21*	Introduction to Korean Culture	3
KOR 21*	Introduction to Korean Culture	3	PHIL 1*	Introduction to Philosophy	3
PHIL 1*	Introduction to Philosophy	3	Or		
PHIL 1H*	Honors Introduction to Philosophy	3	PHIL 1H*	Honors Introduction to Philosophy	3

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PHIL 2*	History of Ancient Philosophy	3
PHIL 5*	History of Modern Philosophy	
PHIL 10*	World Religions	3
PHIL 14*	Philosophy of Religion	3
PHIL 15*	Introduction to Ethics	
PORT 2*	Elementary Portuguese	5
PORT 3*	Intermediate Portuguese	5
PORT 4*	Intermediate Portuguese	5
PORT 21	Introduction to Portuguese and Brazilian Culture	3
PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5
PRSN 21*	Introduction to Persian Culture	3
SL 2*	American Sign Language II	4
SL 3*	American Sign Language III	4
SL 4*	American Sign Language IV	4
SPAN 2*	Elementary Spanish	5
Or		
SPAN 2H*	Honors Elementary Spanish	5
SPAN 3	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Spain 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900-Present	3
SPAN 21C*	Hispanic Culture and Literature in the United States	3
Area 4: Social and Behavioral Science 9 units required. Choose three courses from a least two different subjects		
ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspective	3
ANTH 8	World Prehistory	3
ANTH 9	Introduction to Archaeology	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
CDE 15*	Child, Family, and Community	3
CTVR 1	Mass Media and Society	3
ECON 2*	Principles (MACRO)	3
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4	Principles (MICRO)	3
Or		
ECON 4H*	Honors Principles of Microeconomics	3
ECON 11	International Political Economy	3
ECON 20	The American Economy	3
ENV 1	Introduction to Environmental Studies	3
ENV 6*	Scarcity and Environment	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3

PHIL 5*	History of Modern Philosophy	
PHIL 10*	World Religions	3
PHIL 14*	Philosophy of Religion	3
PHIL 15*	Introduction to Ethics	
PORT 2*	Elementary Portuguese	5
PORT 3*	Intermediate Portuguese	5
PORT 4*	Intermediate Portuguese	5
PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5
PRSN 21*	Introduction to Persian Culture	3
SL 2*	American Sign Language II	4
SL 3*	American Sign Language III	4
SL 4*	American Sign Language IV	4
SPAN 2*	Elementary Spanish	5
Or		
SPAN 2H*	Honors Elementary Spanish	5
SPAN 3	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5
SPAN 20A*	Civilization of Spain through 1898	3
SPAN 20B*	Civilization of Spain 1898 to Present	3
SPAN 21A*	Civilization of Latin America through 1900	3
SPAN 21B*	Civilization of Latin America 1900-Present	3
SPAN 21C*	Hispanic Culture and Literature in the United States	3
Area 4: Social and Behavioral Science 9 units required. Choose three courses from a least two different subjects		
ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspective	3
ANTH 8	World Prehistory	3
ANTH 9	Introduction to Archaeology	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
CDE 7*	Child Growth and Development	3
Or		
CDE 7H*	Honors Child Growth and Development	3
CDE 15*	Child, Family, and Community	3
CTVR 1	Mass Media and Society	3
ECON 2*	Principles (MACRO)	3
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4	Principles (MICRO)	3
Or		
ECON 4H*	Honors Principles of Microeconomics	3
ECON 11	International Political Economy	3
ENV 1	Introduction to Environmental Studies	3
ENV 6*	Scarcity and Environment	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3

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GEOG 2	Cultural Geography	3	GEOG 2	Cultural Geography	3
Or			Or		
GEOG 2H	Honors Cultural Geography	3	GEOG 2H	Honors Cultural Geography	3
GEOG 3	World Regional Geography	3	GEOG 3	World Regional Geography	3
GEOG 38	California Geography	3	GEOG 38	California Geography	3
GLST 1*	Introduction to Global Studies	3	GLST 1*	Introduction to Global Studies	3
GLST 2*	Global Issues	3	GLST 2*	Global Issues	3
HIST 11	Perspectives of Peace Studies	3	HIST 11	Perspectives of Peace Studies	3
HIST 12	Revolutions and Revolts	3	HIST 12	Revolutions and Revolts	3
HIST 15	The Vietnam War	3	HIST 15	The Vietnam War	3
HIST 16	History of the United States to 1876	3	HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3	HIST 17	History of the United States since 1876	3
HIST 19	United States since 1945	3	HIST 19	United States since 1945	3
HIST 20	Ethnic Cultures of the United States	3	HIST 20	Ethnic Cultures of the United States	3
HIST 21	Women in United States History – A Multi-Cultural Perspective	3	HIST 21	Women in United States History – A Multi-Cultural Perspective	3
HIST 22	Survey of United States History	3	HIST 22	Survey of United States History	3
HIST 27	Latin America – Pre-European to Independent Nationhood	3	HIST 27	Latin America – Pre-European to Independent Nationhood	3
HIST 28	Latin America – 1800 to the Present	3	HIST 28	Latin America – 1800 to the Present	3
HIST 29	Film and History in Latin America	3	HIST 29	Film and History in Latin America	3
HIST 30	History of Mexico	3	HIST 30	History of Mexico	3
HIST 32	California History	3	HIST 32	California History	3
HIST 33	Chicano – Latino American History	3	HIST 33	Chicano – Latino American History	3
HIST 62	European History to 1650	3	HIST 62	European History to 1650	3
HIST 63	European History since 1650	3	HIST 63	European History since 1650	3
HIST 70	History of Asia to 1800	3	HIST 70	History of Asia to 1800	3
HIST 71	History of Asia since 1800	3	HIST 71	History of Asia since 1800	3
HIST 72	History of China	3	HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3	HIST 74	History of the Middle East to 1800	3
HIST 75	History of the Modern Middle East	3	HIST 75	History of the Modern Middle East	3
HIST 80	Introduction to Contemporary Africa	3	HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3	HIST 81	African American History	3
JRN 1	Mass Media and Society	3	JRN 1	Mass Media and Society	3
PS 1	American Government	3	PS 1	American Government	3
Or			Or		
PS 1H	Honors American Government	3	PS 1H	Honors American Government	3
PS 4	Introduction to Political Science	3	PS 4	Introduction to Political Science	3
PS 10H	Honors Political Theory	3	PS 10H	Honors Political Theory	3
PS 11	International Political Economy	3	PS 11	International Political Economy	3
PS 12	Comparative Politics and Government	3	PS 12	Comparative Politics and Government	3
PS 14	International Relations	3	PS 14	International Relations	3
PS 80	Introduction to Contemporary Africa	3	PS 80	Introduction to Contemporary Africa	3
PSYC 1	Introduction to Psychology	3	PSYC 1	Introduction to Psychology	3
Or			Or		
PSYC 1H	Honors Introduction to Psychology	3	PSYC 1H	Honors Introduction to Psychology	3
PSYC 2*	Research Methods in Psychology	3	PSYC 2*	Research Methods in Psychology	3
Or			Or		
PSYC 2H*	Honors Research Methods in Psychology	3	PSYC 2H*	Honors Research Methods in Psychology	3
PSYC 4	Introduction to Cognitive Psychology	3	PSYC 4	Introduction to Cognitive Psychology	3
PSYC 5*	Psychological Aspects of Human Sexuality	3	PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 7*	Developmental Psychology – Childhood through Adolescence	3	PSYC 7*	Developmental Psychology – Childhood through Adolescence	3
PSYC 16*	Introduction to Cross-Culture Psychology	3	PSYC 16*	Introduction to Cross-Culture Psychology	3
PSYC 21	The Psychology of Women	3	PSYC 21	The Psychology of Women	3
PSYC 30*	Social Psychology	3	PSYC 30*	Social Psychology	3
PSYC 33	Psychology of Adjustment	3	PSYC 33	Psychology of Adjustment	3
PSYC 37*	Abnormal Behavior	3	PSYC 37*	Abnormal Behavior	3
SOC 1	Introduction of Sociology	3	SOC 1	Introduction of Sociology	3
SOC 2	Social Problems	3	SOC 2	Social Problems	3
SOC 6	Introduction to Asian Cultures in the United States	3			

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SOC 10	Introduction to Marriage and the Family	3
SOC 15*	Socialization of the Child	3
SOC 20	Ethnic Cultures of the United States	3
SOC 21	Women in Contemporary Society	3
SOC 23	Food and Society	3
SOC 25	Social Stratification	3
SOC 30*	Social Psychology	3
COMM 20	Intercultural Communication	3
WS 10	Introduction to Women's Studies	3
Or		
WS 10H	Honors Intro to Women's Studies	3
WS 11H	Honors Introduction to Feminist Theory	3
WS 15	Introduction to Queer Studies	3
WS 31	Gender and Popular Culture	3

SOC 10	Introduction to Marriage and the Family	3
SOC 15*	Socialization of the Child	3
SOC 20	Ethnic Cultures of the United States	3
SOC 21	Women in Contemporary Society	3
SOC 23	Food and Society	3
SOC 25	Social Stratification	3
SOC 30*	Social Psychology	3
COMM 20	Intercultural Communication	3
GSS 10	Introduction to Women's Studies	3
Or		
GSS 10H	Honors Intro to Women's Studies	3
GSS 11H	Honors Introduction to Feminist Theory	3
GSS 15	Introduction to Queer Studies	3
GSS 31	Gender and Popular Culture	3

Area 5: Physical and Biological Sciences – 7 units required.
Complete one course from the Physical Science and one from the Biological Sciences. One course must have a laboratory. # denotes laboratory course.

Area 5: Physical and Biological Sciences – 7 units required.
Complete one course from the Physical Science and one from the Biological Sciences. One course must have a laboratory. # denotes laboratory course.

A. Physical Science		
ASTR 20	General Astronomy	3
ASTR 20	General Astronomy	3
And		
ASTR 25*#	Observational Astronomy	3
ASTR 21	The Solar System	3
CHEM 1A*#	General Chemistry	5
CHEM 1B*#	General Chemistry	5
CHEM 2*#	General Chemistry Principles	2
CHEM 3*#	Fundamental Chemistry	4
CHEM 12A*#	Organic Chemistry	5
CHEM 12B*#	Organic Chemistry	5
CHEM 13*	Organic Chemistry Principles	3
ENV 23#	Environmental Geology	4
GEOG 1	Physical Geography	3
Or		
GEOG 1H	Honors Physical Geography	3
GEOG 1	Physical Geography	3
And		
GEOG 1L*#	Physical Geography Laboratory	1
GEOL 1#	Introduction to Physical Geology	4
GEOL 2*#	Historical Geology	4
GEOL 3	Geology of California	3
GEOL 4	Natural Disasters	3
GEOL 7	Weather and Climate	3
GEOL 20#	Introduction to Earth Science	4
GEOL 21	The Solar System	3
GEOL 23#	Environmental Geology	4
MS 4#	Southern California Coastal Ecology	4
MS 20#	Introduction to Oceanography	4
PHYS 1A*#	Physics with Calculus for Chemistry and Life Science I	4
PHYS 1B*#	Physics with Calculus for Chemistry and Life Science II	4
PHYS 2A*#	Introduction to Physics	5
PHYS 2B*#	Introduction to Physics	5
PHYS 4A*#	General Physics	5
PHYS 4B*#	General Physics	5
PHYS 4C*#	General Physics	5
PHYS 20#	The Ideas and Events of Physics	4

A. Physical Science		
ASTR 20	General Astronomy	3
ASTR 20	General Astronomy	3
And		
ASTR 25*#	Observational Astronomy	3
ASTR 21	The Solar System	3
CHEM 1A*#	General Chemistry	5
CHEM 1B*#	General Chemistry	5
CHEM 2*#	General Chemistry Principles	2
CHEM 3*#	Fundamental Chemistry	4
CHEM 12A*#	Organic Chemistry	5
CHEM 12B*#	Organic Chemistry	5
CHEM 13*	Organic Chemistry Principles	3
ENV 23#	Environmental Geology	4
GEOG 1	Physical Geography	3
Or		
GEOG 1H	Honors Physical Geography	3
GEOG 1	Physical Geography	3
And		
GEOG 1L*#	Physical Geography Laboratory	1
GEOL 1#	Introduction to Physical Geology	4
GEOL 2*#	Historical Geology	4
GEOL 3	Geology of California	3
GEOL 4	Natural Disasters	3
GEOL 7	Weather and Climate	3
GEOL 20#	Introduction to Earth Science	4
GEOL 21	The Solar System	3
GEOL 23#	Environmental Geology	4
MS 4#	Southern California Coastal Ecology	4
MS 20#	Introduction to Oceanography	4
PHYS 1A*#	Physics with Calculus for Chemistry and Life Science I	4
PHYS 1B*#	Physics with Calculus for Chemistry and Life Science II	4
PHYS 2A*#	Introduction to Physics	5
PHYS 2B*#	Introduction to Physics	5
PHYS 4A*#	General Physics	5
PHYS 4B*#	General Physics	5
PHYS 4C*#	General Physics	5
PHYS 20#	The Ideas and Events of Physics	4

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B. Biological Science		
ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
ANTH 1	Biological Anthropology	3
And		
ANTH 1L*#	Biological Anthropology Laboratory	1
BIO 3A*#	General Biology I	5
-Or		
BIO 3AH*#	Honors General Biology I	5
BIO 3B*#	General Biology II	5
-Or		
BIO 3BH*#	Honors General Biology II	5
BIO 3C*#	Biochemistry and Molecular Biology	5
Bio 4A*#	Principles of Cellular Biology	4
BIO 4B*#	Principles of Organismal Biology	4
BIO 11*#	Human Anatomy	4
BIO 15*#	General Microbiology	5
BIO 19#	Marine Biology	4
BIO 20#	Introduction to Biology	4
BIO 28*	Plants and Human Affairs	3
BIO 30*	Human Biology	3
BIO 31*#	Biology of Plants	4
BIO 40	Evolution	3
BIO 43*	Animal Behavior	3
ENV 18#	Introduction to Ecology	4
ENV 24#	Natural History of California	4
HORT 20#	Introduction to Horticultural Science	4
PSYC 3*	Biological Psychology	4

Area 6: Language Other than English – UC Requirement ONLY
Proficiency equal to two years of study in one foreign language in high school with grades of "C" or better (Official copy of the high school transcript must be on file in Admissions and Records) OR
Select one course from the following OR see a counselor for other options:

ARAB 1*	Elementary Arabic	5
ARAB 2*	Elementary Arabic	5
ARAB 3*	Intermediate Arabic	5
ARAB 4*	Intermediate Arabic	5
CHI 1*	Elementary Chinese	5
CHI 2*	Elementary Chinese	5
CHI 3*	Intermediate Chinese	5
CHI 4*	Intermediate Chinese	5
FR 1*	Elementary French	5
FR 2*	Elementary French	5
FR 3*	Intermediate French	5
FR 4*	Intermediate French	5
GER 1*	Elementary German	5
GER 2*	Elementary German	5
GER 3*	Intermediate German	5
GER 4*	Intermediate German	5
HEBR 1*	Elementary Hebrew	5
HEBR 2*	Elementary Hebrew	5
HEBR 3*	Intermediate Hebrew	5
ITA 1*	Elementary Italian	5
ITA 2*	Elementary Italian	5
ITA 3*	Intermediate Italian	5
ITA 4*	Intermediate Italian	5

B. Biological Science		
ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
ANTH 1	Biological Anthropology	3
And		
ANTH 1L*#	Biological Anthropology Laboratory	1
BIO 3AH*#	Honors General Biology I	5
BIO 3BH*#	Honors General Biology II	5
BIO 3C*#	Biochemistry and Molecular Biology	5
Bio 4A*#	Principles of Cellular Biology	4
BIO 4B*#	Principles of Organismal Biology	4
BIO 11*#	Human Anatomy	4
BIO 15*#	General Microbiology	5
BIO 19#	Marine Biology	4
BIO 20#	Introduction to Biology	4
BIO 28*	Plants and Human Affairs	3
BIO 30*	Human Biology	3
BIO 31*#	Biology of Plants	4
BIO 40	Evolution	3
BIO 43*	Animal Behavior	3
ENV 5	Biodiversity Conservation	3
ENV 18#	Introduction to Ecology	4
ENV 24#	Natural History of California	4
HORT 20#	Introduction to Horticultural Science	4
PSYC 3*	Biological Psychology	4

Area 6: Language Other than English – UC Requirement ONLY
Proficiency equal to two years of study in one foreign language in high school with grades of "C" or better (Official copy of the high school transcript must be on file in Admissions and Records) OR
Select one course from the following OR see a counselor for other options:

ARAB 1*	Elementary Arabic	5
ARAB 2*	Elementary Arabic	5
ARAB 3*	Intermediate Arabic	5
ARAB 4*	Intermediate Arabic	5
CHI 1*	Elementary Chinese	5
CHI 2*	Elementary Chinese	5
CHI 3*	Intermediate Chinese	5
CHI 4*	Intermediate Chinese	5
FR 1*	Elementary French	5
FR 2*	Elementary French	5
FR 3*	Intermediate French	5
FR 4*	Intermediate French	5
GER 1*	Elementary German	5
GER 2*	Elementary German	5
GER 3*	Intermediate German	5
GER 4*	Intermediate German	5
HEBR 1*	Elementary Hebrew	5
HEBR 2*	Elementary Hebrew	5
ITA 1*	Elementary Italian	5
ITA 2*	Elementary Italian	5
ITA 3*	Intermediate Italian	5
ITA 4*	Intermediate Italian	5

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JA 1*	Elementary Japanese	5
JA 2*	Elementary Japanese	5
JA 3*	Intermediate Japanese	5
JA 4*	Intermediate Japanese	5
KOR 1*	Elementary Korean	5
KOR 2*	Elementary Korean	5
KOR 3*	Intermediate Korean	5
KOR 4*	Intermediate Korean	5
PORT 1*	Elementary Portuguese	5
PORT 2*	Elementary Portuguese	5
PORT 3*	Intermediate Portuguese	5
PORT 4*	Intermediate Portuguese	5
PRSN 1*	Elementary Persian	5
PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5
SL 1*	American Sign Language I	4
SL 2*	American Sign Language II	4
SL 3*	American Sign Language III	4
SL 4*	American Sign Language IV	4
SPAN 1*	Elementary Spanish	5
Or		
SPAN 1H*	Honors Elementary Spanish	5
SPAN 2*	Elementary Spanish	5
Or		
SPAN 2H*	Honors Elementary Spanish	5
SPAN 3*	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5

Note: CSU Graduation requirement in U.S. History, Constitution, and American Ideals can be met by completing PS 1 or PS 1H AND one U.S. History course selected from HIST 16, 17 or 22.

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

JA 1*	Elementary Japanese	5
JA 2*	Elementary Japanese	5
JA 3*	Intermediate Japanese	5
JA 4*	Intermediate Japanese	5
KOR 1*	Elementary Korean	5
KOR 2*	Elementary Korean	5
KOR 3*	Intermediate Korean	5
KOR 4*	Intermediate Korean	5
PORT 1*	Elementary Portuguese	5
PORT 2*	Elementary Portuguese	5
PORT 3*	Intermediate Portuguese	5
PORT 4*	Intermediate Portuguese	5
PRSN 1*	Elementary Persian	5
PRSN 2*	Elementary Persian	5
PRSN 3*	Intermediate Persian	5
PRSN 4*	Intermediate Persian	5
SL 1*	American Sign Language I	4
SL 2*	American Sign Language II	4
SL 3*	American Sign Language III	4
SL 4*	American Sign Language IV	4
SPAN 1*	Elementary Spanish	5
Or		
SPAN 1H*	Honors Elementary Spanish	5
SPAN 2*	Elementary Spanish	5
Or		
SPAN 2H*	Honors Elementary Spanish	5
SPAN 3*	Intermediate Spanish	5
SPAN 4*	Intermediate Spanish	5

Note: CSU Graduation requirement in U.S. History, Constitution, and American Ideals can be met by completing PS 1 or PS 1H AND one U.S. History course selected from HIST 16, 17 or 22.

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

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Current

Tax Preparation Certificate of Achievement

This program provides students with sufficient knowledge of Federal ~~and State of California~~ tax law to prepare individual and small business tax returns and to obtain an entry-level position as a tax preparer.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Prepare a set of basic financial statements.
- Calculate and analyze common ratios and numerical relationships that are produced through the accounting cycle.
- Demonstrate applications of current ~~federal and state tax law.~~
- Analyze basic tax information and prepare related tax returns.
- Demonstrate proficiency in communicating financial information in the subject area.
- Present an oral presentation in the designated subject area.

Course ID	Title	Units
ACCT 1A	Financial Accounting	4
ACCT 216*	Individual Income Tax	4
ACCT 217*	Partnership and Corporate Taxation	3
BUS 13	Legal Environment & Business Law	3
CIMA 104+	Spreadsheets: Excel	3
CIMA 223A*	Computerized Accounting: QuickBooks—Beginning	
Or		1.5
CIMA 223B*	Computerized Accounting: QuickBooks—Advanced	
	Select from Restricted Electives	3
	Total Units for the Certificate	21.5

Restricted Electives:

ACCT 215	General Accounting	3
ACCT 235	Entrepreneurial Accounting	3

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

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

Revised

Tax Preparation Certificate of Achievement

This program provides students with sufficient knowledge of Federal tax law to prepare individual and small business tax returns and to obtain an entry-level position as a tax preparer ~~or bookkeeper. This program at the current time does not certify individuals as a tax preparer in the State of California.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Prepare a set of basic financial statements.
- Calculate and analyze common ratios and numerical relationships that are produced through the accounting cycle.
- Demonstrate applications of current federal tax law.
- Analyze basic tax information and prepare related federal tax returns.
- Demonstrate proficiency in communicating financial information in the subject area.
- Present an oral presentation in the designated subject area.

Course ID	Title	Units
ACCT 1A	Financial Accounting	4
ACCT 216*	Individual Income Tax	4
ACCT 217*	Partnership and Corporate Taxation	3
BUS 13	Legal Environment & Business Law	3
CIMA 104+	Spreadsheets: Excel - - Beginning	3
CIMA 223A*	Computerized Accounting: QuickBooks—Beginning	
Or		1.5
CIMA 223B*	Computerized Accounting: QuickBooks—Advanced	
	Select from Restricted Electives	3
	Total Units for the Certificate	21.5

Restricted Electives: Select one course from the following:

ACCT 215	General Accounting	3
ACCT 235	Entrepreneurial Accounting	3

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

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

Suggested coursework not required for the major: ACCT 120, 202B, 203, BUS 1, 1H, 102, 103, 104, 125; CIM 1, 10, 112, CIMA 104B*, 106; CIMN 100, 100A, ECON 2, 2H, 4, 4H

SADDLEBACK COLLEGE
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Current

Tax Preparation Associate in Science

This program provides students with sufficient knowledge of Federal ~~and State of California~~ tax law to prepare individual and small business tax returns and to obtain an entry-level position as a tax preparer.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Prepare a set of basic financial statements.
- Calculate and analyze common ratios and numerical relationships that are produced through the accounting cycle.
- Demonstrate applications of current ~~federal and state tax law.~~
- Analyze basic tax information and prepare related tax returns.
- Demonstrate proficiency in communicating financial information in the subject area.
- Present an oral presentation in the designated subject area.

Course ID	Title	Units
ACCT 1A	Financial Accounting	4
ACCT 216*	Individual Income Tax	4
ACCT 217*	Partnership and Corporate Taxation	3
BUS 13	Legal Environment & Business Law	3
CIMA 104+	Spreadsheets: Excel	3
CIMA 223A*	Computerized Accounting: QuickBooks—Beginning	
Or		
CIMA 223B*	Computerized Accounting: QuickBooks—Advanced	1.5
	Select from Restricted Electives	3
	Total Units for the Certificate	21.5

Restricted Electives:

ACCT 215	General Accounting	3
ACCT 235	Entrepreneurial Accounting	3

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

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

Associate in Science Degree

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: ACCT 120, 202B, 203, ~~214~~; BUS 1, 102, 103, 104, 125; CIM 1, 10, 112, CIMN 100, 100A, CIMA 104B*, 106; ECON 2, 4.

Revised

Tax Preparation Associate of Science

This program provides students with sufficient knowledge of Federal tax law to prepare individual and small business tax returns and to obtain an entry-level position as a tax preparer ~~or bookkeeper. This program at the current time does not certify individuals as a tax preparer in the State of California.~~

Program Student Learning Outcomes

Students who complete this program will be able to:

- Prepare a set of basic financial statements.
- Calculate and analyze common ratios and numerical relationships that are produced through the accounting cycle.
- Demonstrate applications of current federal tax law.
- Analyze basic tax information and prepare related federal tax returns.
- Demonstrate proficiency in communicating financial information in the subject area.
- Present an oral presentation in the designated subject area.

Course ID	Title	Units
ACCT 1A	Financial Accounting	4
ACCT 216*	Individual Income Tax	4
ACCT 217*	Partnership and Corporate Taxation	3
BUS 13	Legal Environment & Business Law	3
CIMA 104+	Spreadsheets: Excel - - Beginning	3
CIMA 223A*	Computerized Accounting: QuickBooks—Beginning	1.5
Or		
CIMA 223B*	Computerized Accounting: QuickBooks—Advanced	1.5
	Select from Restricted Electives	3
	Total Units for the Certificate	21.5

Restricted Electives: Select one course from the following:

ACCT 215	General Accounting	3
ACCT 235	Entrepreneurial Accounting	3

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

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

Associate of 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 ~~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: ACCT 120, 202B, 203, BUS 1, ~~1H~~, 102, 103, 104, 125; CIM 1, 10, 112, CIMA 104B*, 106; CIMN 100, 100A, ECON 2, ~~2H~~, 4, ~~4H~~

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Dual Enrollment SOCCCD (Saddleback College) – Capistrano Unified School District, College and Career Access Pathways Partnership Agreement, 2020

ACTION: Review and Study

BACKGROUND

Assembly Bill 288 Public Schools: College and Career Pathways, passed in 2015, allows Capistrano Unified School District (CUSD) and South Orange County Community College District (SOCCCD) to enter into agreement to deliver Saddleback College (SC) courses to students in CUSD high schools. This partnership will provide the opportunity for students to gain an early start to certificated and/or degree programs in a variety of fields. The agreement addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement.

STATUS

Saddleback College has worked in close collaboration with CUSD to develop the College and Career Access Pathways Partnership agreement, with initial approval given in February 2019. This renewal agreement (EXHIBIT A) includes offering Counseling 100 courses in spring 2020 as identified in the Appendix. This agreement also lays the groundwork for expanding dual enrollment into other disciplines, including Business in spring 2020. All terms and conditions are outlined in the Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College and Career Access Pathways Partnership Agreement.

This agreement is a renewal of the College and Career Access Pathways Partnership agreement between CUSD and Saddleback College. This agreement is being sent for the first informational reading, and then will return for public comment and board review.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the Dual Enrollment, SOCCCD (Saddleback College) - Capistrano Unified School District College and Career Access Pathways Partnership Agreement, for the term of January 1, 2020 to December 31, 2021.

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



COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT

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

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

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

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

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

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

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k) (3)

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

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall begin on January 1, 2020 and ending on December 31, 2021. Any amendments to this agreement will be submitted for Board approval by the community college Board and the school district Board.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses Sec. 2(c) (1). The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c) (2)
- 1.3 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c) (3)

- 1.4 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.5 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

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

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SOCCCD and applicable law. Sec. 2 (a)
- 2.2 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

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

- 3.1 Student Eligibility - Students who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SOCCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SOCCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3) (g)

- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Students will only be able to enroll into one Dual Enrollment class under this agreement. If they wish to enroll into an additional Dual Enrollment course, they must obtain approval by the high school by filling out an authorization form.
- 3.9 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

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

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f) (q). The SOCCCD governing board shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring). If the location is at a SCHOOL DISTRICT site, then the SCHOOL DISTRICT will coordinate. If the location is at a COLLEGE site, the COLLEGE will coordinate.

6. CCAP AGREEMENT COURSES

- 6.1 COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to this CCAP Agreement. Sec. 2 (o) (1)
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.

- 6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's office, unless course is a standalone class. Course outlines will be provided to the SCHOOL DISTRICT.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the SOCCCD Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c) (1)
- 6.5 Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the SCHOOL DISTRICT on a semester basis.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with SOCCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the COLLEGE curriculum committee, the SOCCCD Board of Trustees and the state Chancellor's Office.
- 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by SOCCCD Administrative Procedures.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or SOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with SOCCCD academic standards.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SOCCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.15 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as

determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the SOCCCD and become SOCCCD employees or be provided by the District and be District employees.
- 7.2 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of SOCCCD specifically with regard to their duties as instructors.
- 7.3 Supplemental instruction related to the material presented in classes conducted under this Agreement by COLLEGE employees, which extends beyond the college schedule, is the SCHOOL DISTRICT's responsibility.
- 7.4 The COLLEGE will be the employer of record for all community college-paid faculty teaching at the SCHOOL DISTRICT.
- 7.5 SCHOOL DISTRICT or COLLEGE will be selected as the Employer of Record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m) (1)
- 7.6 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m) (2)
- 7.7 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.8 Prior to teaching, faculty provided by the SCHOOL DISTRICT may receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.9 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.10 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of SOCCCD.
- 7.11 Faculty provided by the SCHOOL DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.

8. ASSESSMENT OF LEARNING AND CONDUCT

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

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SOCCCD policies and standards. Sec. 2 (c) (2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c) (2)
- 9.3 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE on all the following information: Sec. 2 (t) (1) (A-D)
 - The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t) (1) (A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t) (1) (B)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t) (C)
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t) (1) (D)

10. APPORTIONMENT

- 10.1 SOCCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o) (2)
- 10.3 SOCCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s) Standard FTES computation rules, support documentation, Course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and Title 5.

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 SOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 11.7 The COLLEGE certifies that:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k) (1)
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k) (2)

- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead to the displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k) (3)

11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

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

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2 College shall provide the SCHOOL DISTRICT with transcripts of participants and their final grades.

13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

14.1 COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.

14.2 COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges. Note: All referenced Sections from AB 288 (Education Code § 76004) 13 | Page 005142.00043 13951870.1

15. PRIVACY OF STUDENT RECORDS

15.1 COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

15.2 Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

15.3 Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and

under Education Code § 49064 as applicable. d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

16. REIMBURSEMENT

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

17. FACILITIES

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

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

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

18. INDEMNIFICATION

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

19. INSURANCE

- 19.1 The SCHOOL DISTRICT, in order to protect the SOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved

program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and SOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to SOCCCD.

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

20. NON-DISCRIMINATION

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

21. TERMINATION

- 21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 22.
- 21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All Note: All referenced Sections from AB 288 (Education Code § 76004) 16 | Page 005142.00043 13951870.1 agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. NOTICES

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

COLLEGE

Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Kari Irwin, Assistant Dean, Career Technical Education

SOCCCD

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Priya Jerome, Executive Director of Business Services

SCHOOL DISTRICT

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Josh Hill, Assistant Superintendent, Curriculum & Instruction

23. INTEGRATION

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

24. MODIFICATION AND AMENDMENT

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

25. GOVERNING LAWS

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

26. COMMUNITY COLLEGE DISTRICT BOUNDARIES

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

27. SEVERABILITY

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

28. COUNTERPARTS

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

South Orange County Community College District Board Meetings:

- (a) Information Board Meeting Date: Monday, November 18, 2019
(b) Public Comment Board Meeting Date: Monday, December 16, 2019

School District Board Meetings:

- (a) Information Board Meeting Date: Wednesday, November 20, 2019
(b) Public Comment Board Meeting Date: Wednesday, December 11, 2019

SCHOOL DISTRICT

By: _____

Print Name: _____

Print Title: _____

Date: _____

**SOUTH ORANGE COMMUNITY COLLEGE
DISTRICT**

By: _____

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

Date: _____

District Initiating Department:	Saddleback College, Economic & Workforce Development & Business
District Contact Name:	Kari Irwin
District Contact Phone & Email:	949-582-4273

APPENDIX

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

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

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

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

LOCATION	NAME	TELEPHONE	EMAIL
SOCCCD:	Priya Jerome	949-582-4680	pjerome@socccd.edu
College:	Kari Irwin	949-582-4273	kirwin@saddleback.edu
School District:	Josh Hill	949-234-9261	JJHill@capousd.org

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

2.1 COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. CCAP AGREEMENT PROGRAM YEAR - college has identified the following: program year(s), educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR(S): 20/21-21/22 COLLEGE: Saddleback College
EDUCATIONAL PROGRAM: College & Career, Business
SCHOOL DISTRICT: Capistrano Unified School District
HIGH SCHOOLS: Aliso Niguel, Cal Prep, Capistrano Valley, Dana Hills, San Clemente, San Juan Hills, Serra, and Tesoro

TOTAL NUMBER OF STUDENTS TO BE SERVED: 350	TOTAL PROJECTED FTES: 18
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR(S)	LOCATION*
1. College and Career	CNSL 100	Spring 2020	Various	Various	Various	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
2. Advanced Conversational Spanish	SPAN 11	Spring 2020	1:03pm-2:45pm	T/TH	B. Garcia Lua	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
3. Human Relations in Business	BUS 125	Spring 2020	6:54am-7:44am	M/T/TH	J. Wooten	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

*Due to availability or unforeseen circumstances, location site may change as needed.

Required: Describe the criteria used to assess the ability of students to benefit from the course(s) offered (Sec. 2 (c) (1):

Students will work with their High School counselor.

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

COURSE NAME	TEXT	ESTIMATED COST	OTHER INSTRUCTIONAL MATERIALS	COST
College and Career	N/A	\$ \$0	N/A	\$ \$0
Advanced Conversational Spanish		\$	N/A	\$
Human Relations in Business		\$	N/A	\$

5. FACILITIES USE

5.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 17, Facilities, of this CCAP Agreement.

5.2 COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS
Aliso Niguel, Cal Prep, Capistrano Valley, Dana Hills, San Clemente, San Juan Hills, Serra, and Tesoro	Various	Tues or Wed or Thurs.	Various

SCHOOL DISTRICT

By: _____

Print Name: _____

Print Title: _____

Date: _____

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: Ann-Marie Gabel

Print Title: Vice-Chancellor, Business Services

Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Dual Enrollment, SOCCCD (Saddleback College) – Saddleback Valley Unified School District, College and Career Access Pathways Partnership Agreement, 2020

ACTION: Review and Study

BACKGROUND

Assembly Bill 288 Public Schools: College and Career Pathways, passed in 2015, allows Saddleback Valley Unified School District (SVUSD) and South Orange County Community College District (SOCCCD) to enter into agreement to deliver Saddleback College (SC) courses to students in SVUSD high schools. This partnership will provide opportunities for students to gain an early start to certificated and/or degree programs in a variety of fields. The agreement addresses all sections of Education Code 76004 and complies with the SOCCCD College Service Area Agreement.

STATUS

Saddleback College has worked in close collaboration with SVUSD to develop their first College and Career Access Pathways Partnership agreement for the term of January 1, 2020 to December 31, 2021, as seen in EXHIBIT A. This agreement begins with offering Counseling 100 courses at SVUSD designated high schools in spring 2020, as identified in the Appendix, and lays the groundwork for expanding dual enrollment into other disciplines. All terms and conditions are outlined in the Dual Enrollment, SOCCCD (Saddleback College) – Saddleback Valley Unified School District College & Career Access Pathways Partnership Agreement.

This agreement is being presented to the Board of Trustees for review and study, and will return for public comment and review/approval at the meeting of the Board on December 16, 2019.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the Dual Enrollment, SOCCCD (Saddleback College) – Saddleback Valley Unified School District College & Career Access Pathways Partnership Agreement for January 1, 2020 to December 31, 2021.



COLLEGE AND CAREER ACCESS PATHWAYS DUAL ENROLLMENT PARTNERSHIP AGREEMENT

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

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

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

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

WHEREAS, COLLEGE and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students "who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and helping high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)

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

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k) (3)

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

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall begin on January 1, 2020 and ending on December 31, 2021. Any amendments to this agreement will be submitted for Board approval by the community college Board and the school district Board.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses Sec. 2(c) (1). The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c) (2)
- 1.3 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c) (3)

- 1.4 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.5 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)

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

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of SOCCCD and applicable law. Sec. 2 (a)
- 2.2 High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by Section 49011.
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. Pursuant to SB 150 Concurrent enrollment in secondary school and community college: nonresident tuition exemption: Effective January 1, 2014, concurrently enrolled students (high school students enrolled in college classes) who are classified as nonresident students for tuition purposes may be eligible for the SB 150 waiver of nonresident tuition while still in high school. Students must be special admit part-time students who are attending high school in California.

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

- 3.1 Student Eligibility - Students who "may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness" Sec. 2 (a) and "underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate." Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by COLLEGE and shall be in compliance with applicable law and SOCCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and SOCCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.
- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3) (g)

- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Students will only be able to enroll into one Dual Enrollment class under this agreement. If they wish to enroll into an additional Dual Enrollment course, they must obtain approval by the high school by filling out an authorization form.
- 3.9 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

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

5. PARTICIPATING STUDENTS

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f) (q). The SOCCCD governing board shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Both COLLEGE and SCHOOL DISTRICT will insure that ancillary and support services are provided for students (e.g. Counseling and Guidance, Placement Assistance, Assessment, and Tutoring). If the location is at a SCHOOL DISTRICT site, then the SCHOOL DISTRICT will coordinate. If the location is at a COLLEGE site, the COLLEGE will coordinate.

6. CCAP AGREEMENT COURSES

- 6.1 COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to this CCAP Agreement. Sec. 2 (o) (1)
- 6.2 The COLLEGE is responsible for all courses and educational programs offered as part of this CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.

- 6.3 Degree and certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses offered at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated academic department within the COLLEGE, approved by the COLLEGE Curriculum Committee and COLLEGE Board and submitted to the Chancellor's office, unless course is a standalone class. Course outlines will be provided to the SCHOOL DISTRICT.
- 6.4 The scope, nature, time, location, and listing of courses offered by the COLLEGE shall be determined by COLLEGE with the approval of the SOCCCD Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c) (1)
- 6.5 Courses must meet the number of hours sufficient to meet the stated performance objectives as outlined in the course outlines provided to the SCHOOL DISTRICT on a semester basis.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with SOCCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department and approved by the COLLEGE curriculum committee, the SOCCCD Board of Trustees and the state Chancellor's Office.
- 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructor are part of an approved Instructional Service Agreement as required by SOCCCD Administrative Procedures.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to SOCCCD and COLLEGE as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between SOCCCD and/or COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the SOCCCD regulations, policies, procedures, prerequisites, and standards, shall prevail.
- 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or SOCCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with SOCCCD academic standards.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with SOCCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with SOCCCD guidelines, policies, pertinent statutes, and regulations.
- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors, including those who are SCHOOL DISTRICT employees.
- 6.15 This CCAP Agreement certifies that any remedial course taught by community college faculty at a partnering high school campus shall be offered only to high school students who do not meet their grade level standard in math, English, or both on an interim assessment in grade 10 or 11, as

determined by the partnering SCHOOL DISTRICT, and shall involve collaborative effort between the SCHOOL DISTRICT and the COLLEGE faculty to deliver an innovative remediation course as an intervention in the student's junior or senior year to ensure the student is prepared for college-level work upon graduation. Sec. 2 (n)

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended and be hired by the SOCCCD and become SOCCCD employees or be provided by the District and be District employees.
- 7.2 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of SOCCCD specifically with regard to their duties as instructors.
- 7.3 Supplemental instruction related to the material presented in classes conducted under this Agreement by COLLEGE employees, which extends beyond the college schedule, is the SCHOOL DISTRICT's responsibility.
- 7.4 The COLLEGE will be the employer of record for all community college-paid faculty teaching at the SCHOOL DISTRICT.
- 7.5 SCHOOL DISTRICT or COLLEGE will be selected as the Employer of Record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m) (1)
- 7.6 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m) (2)
- 7.7 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended, and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person who has been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site.
- 7.8 Prior to teaching, faculty provided by the SCHOOL DISTRICT may receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.9 Faculty provided by the SCHOOL DISTRICT will participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited to, course content, course delivery, assessment, evaluation, and/or research and development in the field.
- 7.10 Faculty performance shall be evaluated by the COLLEGE using the adopted evaluation process and standards for faculty of the COLLEGE, subject to the approval of SOCCCD.
- 7.11 Faculty provided by the SCHOOL DISTRICT who do not comply with the policies, regulations, standards, and expectations of the COLLEGE shall be ineligible to teach dual enrollment courses.

8. ASSESSMENT OF LEARNING AND CONDUCT

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

9. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 9.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with SOCCCD policies and standards. Sec. 2 (c) (2)
- 9.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c) (2)
- 9.3 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE on all the following information: Sec. 2 (t) (1) (A-D)
 - The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t) (1) (A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t) (1) (B)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t) (C)
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t) (1) (D)

10. APPORTIONMENT

- 10.1 SOCCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 10.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o) (2)
- 10.3 SOCCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering district has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 10.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s) Standard FTES computation rules, support documentation, Course selection tabulations, and record retention requirement continue to apply, including as prescribed by Cal. Code Regs. and Title 5.

11. CERTIFICATIONS

- 11.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 11.2 SOCCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 11.3 The SCHOOL DISTRICT agrees and acknowledges that SOCCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 11.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 11.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)
- 11.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)
- 11.7 The COLLEGE certifies that:
- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k) (1)
 - A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k) (2)

- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead to the displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k) (3)

11.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

12. PROGRAM IMPROVEMENT

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

13. RECORDS

13.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

13.2 College shall provide the SCHOOL DISTRICT with transcripts of participants and their final grades.

13.3 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

14. CCAP AGREEMENT DATA MATCH AND REPORTING

14.1 COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.

14.2 COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges. Note: All referenced Sections from AB 288 (Education Code § 76004) 13 | Page 005142.00043 13951870.1

15. PRIVACY OF STUDENT RECORDS

15.1 COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)

15.2 Limitation on Use. COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)

15.3 Recordkeeping Requirements. COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and

under Education Code § 49064 as applicable. d. Acknowledgement of Receipt of Notice of FERPA Regulations. By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

16. REIMBURSEMENT

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

17. FACILITIES

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

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

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

18. INDEMNIFICATION

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

19. INSURANCE

- 19.1 The SCHOOL DISTRICT, in order to protect the SOCCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved

program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident/THREE MILLION DOLLARS (\$3,000,000) aggregate, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and SOCCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including a separate endorsement shall be furnished to the COLLEGE and to SOCCCD.

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

20. NON-DISCRIMINATION

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

21. TERMINATION

- 21.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 22.
- 21.2 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All Note: All referenced Sections from AB 288 (Education Code § 76004) 16 | Page 005142.00043 13951870.1 agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

22. NOTICES

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

COLLEGE

Saddleback College
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Kari Irwin, Assistant Dean, Career Technical Education

SOCCCD

South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Attn: Priya Jerome, Executive Director of Business Services

SCHOOL DISTRICT

Saddleback Valley Unified School District
25631 Peter A. Hartman Way
Mission Viejo, CA 92691

Attn: Kimberly Thomason, District Coordinator, College/Career Readiness

23. INTEGRATION

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

24. MODIFICATION AND AMENDMENT

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

25. GOVERNING LAWS

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

26. COMMUNITY COLLEGE DISTRICT BOUNDARIES

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

27. SEVERABILITY

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

28. COUNTERPARTS

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

South Orange County Community College District Board Meetings:

- (a) Information Board Meeting Date: Monday, November 18, 2019
(b) Public Comment Board Meeting Date: Monday, December 16, 2019

School District Board Meetings:

- (a) Information Board Meeting Date: Thursday, November 14, 2019
(b) Public Comment Board Meeting Date: Thursday, December 12, 2019

SCHOOL DISTRICT

By: _____

Print Name: _____

Print Title: _____

Date: _____

**SOUTH ORANGE COMMUNITY COLLEGE
DISTRICT**

By: _____

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

Date: _____

District Initiating Department:	Saddleback College, Economic & Workforce Development & Business
District Contact Name:	Kari Irwin
District Contact Phone & Email:	949-582-4273

APPENDIX

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

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

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

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

LOCATION	NAME	TELEPHONE	EMAIL
SOCCCD:	Priya Jerome	949-582-4680	pjerome@socccd.edu
College:	Kari Irwin	949-582-4273	kirwin@saddleback.edu
School District:	Kimberly Thomason	949-580-3441	Kimberly.Thomason@svusd.org

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

2.1 COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

3. CCAP AGREEMENT PROGRAM YEAR - college has identified the following: program year(s), educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR(S): 20/21-21/22 COLLEGE: Saddleback College
EDUCATIONAL PROGRAM: College and Career
SCHOOL DISTRICT: Saddleback Valley Unified School District
HIGH SCHOOLS: El Toro, Laguna Hills, Mission Viejo, Silverado, Trabuco Hills

TOTAL NUMBER OF STUDENTS TO BE SERVED: 350	TOTAL PROJECTED FTES: 18
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COURSE NAME	COURSE NUMBER	TERM	TIME	DAYS/HOURS	INSTRUCTOR(S)	LOCATION*
1. Counseling 100	CNSL 100	Spring 2020, Spring 2021	Various	Various	Various	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
2. ServSafe- Culinary	FN210	Spring 2021	11:11am-1:06pm	Monday-Friday	TBD- Silverado HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS
3. Intro to Culinary Arts	FN 246	Spring 2021	11:11am-1:06pm	Monday-Friday	TBD- Silverado HS	<input type="checkbox"/> CC <input checked="" type="checkbox"/> HS

*Due to availability or unforeseen circumstances, location site may change as needed.

Required: Describe the criteria used to assess the ability of students to benefit from the course(s) offered (Sec. 2 (c) (1):

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

COURSE NAME	TEXT	ESTIMATED COST	OTHER INSTRUCTIONAL MATERIALS	COST
Counseling 100	N/A	\$0	N/A	\$ 0
ServSafe- Culinary	ServSafe plus Exam	\$148.25	N/A	\$ 0
Intro to Culinary Arts	On Cooking	\$195.50	Material Fee	\$ 80.00

5. FACILITIES USE

5.1 COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 17, Facilities, of this CCAP Agreement.

5.2 COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

BUILDING	CLASSROOM	DAYS	HOURS
El Toro HS Laguna Hills HS Mission Viejo HS Silverado HS Trabuco Hills HS	Various	Tues or Wed or Thurs.	Various

SCHOOL DISTRICT

By: _____

Print Name: _____

Print Title: _____

Date: _____

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

Print Name: Ann-Marie Gabel

Print Title: Vice Chancellor, Business Services

Date: _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Access Control Project, Change Order No. 01, Soltek Pacific Construction

ACTION: Approval

BACKGROUND

On April 30, 2018, the Board of Trustees approved a \$9,900,000 Maximum Allowable Price design-build agreement with Soltek Pacific Construction for the Saddleback College Access Control project.

Saddleback College reduced work scope in Parking Lot 4, the Village modular buildings, and the BGS Building to ensure timely completion and to enable the contractor to focus on the primary project emphasis of the electronic locks and new door installation campus-wide.

STATUS

The required modifications contained in Change Order No. 01 are described in EXHIBIT A. Approval of Change Order No. 01 will result in a decrease of \$210,170, for a revised contract total of \$9,689,830.

Funds are available in the Saddleback College general fund and assigned basic aid funds.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Change Order No. 01 for the Saddleback College Access Control project, and authorize staff to execute the corresponding change order with Soltek Pacific Construction, resulting in a decrease of \$210,170, for a revised contract total of \$9,689,830.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Saddleback College Access Control Project
Change Order No. 01

November 18, 2019

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO No. 1 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
2060	Design-Build Contractor	Soltek Pacific Construction		\$9,900,000	\$0.00	(\$210,170)	\$9,689,830	0
		2424 Congress Street, San Diego, CA 92110	TOTAL	9,900,000		(\$210,170)	\$9,689,830	0

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	10/22/2019	Reduced scope of work in Parking Lot 4, the Village modular buildings, and the BGS Building.	College	Reviewed	(\$210,170)	0
TOTAL THIS CHANGE ORDER REQUEST					(\$210,170)	0

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Spring 2020
Community Education Programs

ACTION: Approval

BACKGROUND

The South Orange County Community College District is known for offering high-quality Community Education programs for its residents. By providing non-credit programs and fee-based classes, Saddleback College and Irvine Valley College perform an important community service and fulfill a vital part of their missions. Community Education programs, presenters, and accompanying compensation require the approval of the Board of Trustees.

STATUS

A variety of educational and recreational events have been planned by the Saddleback College and Irvine Valley College Community Education departments for the Spring Semester 2020. Expenses for conducting these courses will be paid by income from participant fees. The Saddleback College course offerings, presenters, and compensation are outlined in Exhibit A. The Irvine Valley College course offerings, presenters, and compensation are outlined in Exhibit B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Community Education courses, presenters, and compensation as presented in Exhibits A and B.

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College, and
Dr. Cindy Vyskocil, Acting President, Irvine Valley College*

South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
1 of 6

COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Spring 2020

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
Adult	¡A Conversar! Basic Spanish Conversation	1/1 - 6/30	TBA	TBA	TBA
	52 Essential Conversations to Have with Your Tweens and Teens	1/1 - 6/30	Mind Brain Parenting (I)	40% Net	\$39
	Acrylic/Oil Painting Workshop	1/1 - 6/30	Jean Marie Christian (I)	40% Net	\$147
	Adult ADHD Crash Course: ADHD 101	1/1 - 6/30	Natalia van Rikxoort (E)	40% Net	TBA
	Advanced Selling on eBay	1/1 - 6/30	Frances Greenspan (E)	40% Net	\$65
	American Red Cross Lifeguarding	1/1 - 6/30	Premier Health & Safety (I)	Varies	\$200
	American Red Cross Water Safety Instructor (WSI)	1/1 - 6/30	Premier Health & Safety (I)	Varies	\$300
	Become a Live Scan Fingerprint Roller/Operator	1/1 - 6/30	livescanclasses.com (I)	40% Net	\$349
	Become A Professional Organizer	1/1 - 6/30	Nancy Miller (E)	40% Net	\$39
	Beginning and Intermediate Watercolor Workshop	1/1 - 6/30	Jean Marie Christian (I)	40% Net	\$168
	Beginning Blues Harmonica	1/1 - 6/30	David Broida (E)	40% Net	\$49
	Beginning Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	\$99
	Beginning Ukulele	1/1 - 6/30	Ron Gorman (E)	40% Net	\$100
	Beyond Beginning Ukulele	1/1 - 6/30	Ron Gorman (E)	40% Net	\$100
	Blogging for Fun and Profit	1/1 - 6/30	Bob Cohen (I)	40% Net	\$39
	Botanicals Watercolor Workshop	1/1 - 6/30	Jean Marie Christian (I)	40% Net	\$168
	CBEST - California Basic Educational Skills Test	1/1 - 6/30	BTPS Testing Sandra Edwards (I)	40% Net	\$355
	College Essay Boot Camp	1/1 - 6/30	Meredith Ritner (E)	40% Net	TBA
	Community (HOA) Leadership Training Program	1/1 - 6/30	Community Associations Institution (I)	40% Net	\$75
	Create Your Own Beautiful, Living Succulent Arrangement	1/1 - 6/30	Robert Farnsworth (E)	40% Net	TBA
	Creating Lasting Memories with Your Smart Phone	1/1 - 6/30	Mike Pourarian (E)	40% Net	TBA
	Creative Calligraphy: English Round-Hand	1/1 - 6/30	Victoria Kibildis (E)	40% Net	\$185
	Creative Digital Portrait Photography	1/1 - 6/30	Laura Hoffman (E)	40% Net	\$168
	Dance Classes for Adults	1/1 - 6/30	Bumpin' Ballroom (I)	40% Net	\$59
	Discover Photography: Part 1	1/1 - 6/30	Laura Hoffman (E)	40% Net	\$135
	Discover Photography: Part 2	1/1 - 6/30	Laura Hoffman (E)	40% Net	\$168
	Drawing Workshop	1/1 - 6/30	Jean Marie Christian (I)	40% Net	\$147
	Eagles Intermediate Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	\$99
	Eliminate Clutter in Your Home and Office	1/1 - 6/30	Nancy Miller (E)	40% Net	\$39
	Essential Oil Make and Take Series	1/1 - 6/30	Amber Cambria (E)	40% Net	\$175
	Financial Planning for Women	1/1 - 6/30	Kevin Henss (E)	40% Net	TBA
	Fingerstyle Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	\$90
	First Hand French	1/1 - 6/30	TBA	40% Net	\$85
	Five Weeks to a Beautiful Garden!	1/1 - 6/30	Robert Farnsworth (E)	40% Net	\$290
	Foreign Language Students	1/1 - 6/30	FLS International (I)	Varies	Varies
	Get to Know the US Constitution	1/1 - 6/30	Mike Pourarian (E)	40% Net	\$69
	Hand and Wheel Ceramics	1/1 - 6/30	Don Ryan (E)	\$30/hr	\$150
	Having the Talk: Parent-Based Sexuality Health Education for Families	1/1 - 6/30	Jill Halbert (E)	40% Net	\$148
	Healthy Harmonica: Songs and Rhythms	1/1 - 6/30	David Broida (E)	40% Net	\$39
	Healthy Living with Parkinson's	1/1 - 6/30	Allison Smith (E)	40% Net	TBA
	HiSet Testing	1/1 - 6/30	Javier Corrales (E)	Varies	Varies
	Home-Based Auto Dealer Business	1/1 - 6/30	Ronald Wayne Williams (E)	40% Net	TBA
	Home Computer Networks for Beginners	1/1 - 6/30	Bob Cohen (I)	40% Net	\$49
	How to Apply Design Thinking at Work and in Life	1/1 - 6/30	Mind Brain Parenting (I)	40% Net	\$49
	How to Be a Mystery Shopper	1/1 - 6/30	Jennifer Hayes Schutzka (I)	40% Net	\$49
	How To Be Published for FREE!	1/1 - 6/30	Mike Rounds (E)	40% Net	\$39
	How To Create A Website in 24 Hours for FREE!	1/1 - 6/30	Mike Rounds (E)	40% Net	\$39
	How To Play Piano By Ear	1/1 - 6/30	Craig Coffman (I)	40% Net	\$45
	How To Sell on eBay®	1/1 - 6/30	Frances Greenspan (E)	40% Net	\$65
	How to Sell Your Ideas and Inventions	1/1 - 6/30	Mike Rounds (E)	40% Net	\$39
	HSE Computer Technology Learning Center	1/1 - 6/30	Adult Education Instructor (E)	Grant	Grant
	HSE Math	1/1 - 6/30	Adult Education Instructor (E)	Grant	Grant
	HSE Math - Spanish	1/1 - 6/30	Adult Education Instructor (E)	Grant	Grant
	HSE Reading/Writing	1/1 - 6/30	Adult Education Instructor (E)	Grant	Grant
	HSE Reading/Writing - Spanish	1/1 - 6/30	Adult Education Instructor (E)	Grant	Grant
	Importance of Long Term Care Insurance Pre- & Post-Retirement	1/1 - 6/30	James Wigen (E)	40% Net	TBA
	Increase Your Income with a Home-Based Business	1/1 - 6/30	Nancy Miller (E)	40% Net	\$39
	Instant Piano for Hopelessly Busy People	1/1 - 6/30	Craig Coffman (I)	40% Net	\$45
	Intermediate Beatles Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	\$99
	Intermediate Blues Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	\$99
	Intermediate Guitar	1/1 - 6/30	Ron Gorman (E)	40% Net	\$99
	Introduction to Digital Photography: "The Camera Class"	1/1 - 6/30	Laura Hoffman (E)	40% Net	\$45
	Introduction to Wine Appreciation	1/1 - 6/30	Michelle Mooney (E)	40% Net	\$85
	Investment Boot Camp	1/1 - 6/30	Jalon O'Connell (E)	40% Net	\$39
	Investment Strategies for Growth and income	1/1 - 6/30	Charles Goffin (E)	40% Net	\$39
	iPhones®, iPads®, . . . and I'm Lost®	1/1 - 6/30	Bob Cohen (I)	40% Net	\$39
	iPhones®, iPads®: Beyond the Basics	1/1 - 6/30	Bob Cohen (I)	40% Net	\$39
	Italian Supreme: A Taste of Italy	1/1 - 6/30	Conversa (I)	40% Net	\$153
	Loan Signing Specialist Training	1/1 - 6/30	Masters Notary Academy (I)	40% Net	\$70
	Makeup 101	1/1 - 6/30	Michele Godinez (E)	40% Net	\$175
	Marketing Your Business on Facebook and Social Media Sites	1/1 - 6/30	Bob Cohen (I)	40% Net	\$49
	Master Your Investments	1/1 - 6/30	Jalon O'Connell-Morton (E)	40% Net	\$70
	Notary Public Training	1/1 - 6/30	Masters Notary Academy (I)	40% Net	\$70
	Online No-Credit Classes	1/1 - 6/30	Education To Go (I)	\$55-\$175pp	\$94-299
	Organic Gardening and Composting: Create a Home Vegetable Garden	1/1 - 6/30	Robert Farnsworth (E)	40% Net	TBA
	Parenting ADHD Crash Course: Parenting with an ADHD Lens	1/1 - 6/30	Natalia van Rikxoort (E)	40% Net	TBA
	Piano Made Easy Series	1/1 - 6/30	Craig Coffman (I)	40% Net	\$75

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South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
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COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Spring 2020

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
	Plant-Based Diets: The Why and How	1/1 - 6/30	Lori Hoolihan (E)	40% Net	\$49
	Plein Air Landscape Watercolor Workshop	1/1 - 6/30	Jean Marie Christian (I)	40% Net	\$126
	Podcasting for Profit	1/1 - 6/30	Mike Rounds (E)	40% Net	\$49
	Proctoring Services	1/1 - 6/30	In-House Services (E)	PP	\$50-75
	Protect Your Property with Patents, Trademarks, and Copyrights	1/1 - 6/30	Mike Rounds (E)	40% Net	\$49
	Quilting	1/1 - 6/30	Pam Hadfield (E)	40% Net	\$150
	Retirement: A Phase of Life?	1/1 - 6/30	TBA	TBA	\$39
	Savvy Cyber Security	1/1 - 6/30	James Peters (E)	40% Net	\$39
	Secrets of Social Media and Internet Marketing	1/1 - 6/30	Bob Cohen (I)	40% Net	\$49
	Social Security Strategies and Retirement Planning	1/1 - 6/30	Jalon O'Connell (E)	40% Net	\$70
	Sound Retirement Strategies	1/1 - 6/30	David Brown (E)	40% Net	\$39
	Speed Spanish	1/1 - 6/30	Christy Nelson (E)	40% Net	\$59
	SRT - Motorcyclist Safety Program	1/1 - 6/30	Saddleback Rider Training (I)	Varies	\$250
	Stained Glass for Beginners	1/1 - 6/30	Glass Spectrum (I)	60% Net	\$190
	Stock Picking - DIY	1/1 - 6/30	Chase Metcalf (E)	40% Net	TBA
	Surface Decoration: Ceramics	1/1 - 6/30	Don Ryan (E)	\$30/hr	\$185
	Surface Decoration: Ceramics	1/1 - 6/30	Kathryn Stovall-Dennis (E)	50% Net	\$185
	Teen Road To Safety	1/1 - 6/30	Teen Road To Safety Inc. (I)	Varies	Varies
	Travel Tours/Multi-Day Trips	1/1 - 6/30	Good Times Travel (I)	PP	PP
	Using Your Computer to Make Money	1/1 - 6/30	Nancy Miller (E)	40% Net	\$39
	Veterans Art Project	1/1 - 6/30	TBA	Varies	Varies
	What Were You Born To Do?	1/1 - 6/30	Curtis Adney (E)	40% Net	\$55
	Woodworking Workshop	1/1 - 6/30	Barbara Holmes	50% Net	TBA
	You Belong in Bowling	1/1 - 6/30	TBD	TBA	\$50
CFK	Zumba	1/1 - 6/30	Elizabeth Lorenzo (E)	40% Net	\$49
	24	1/1 - 6/30	Chris Elliott (E)	30% Net	\$180
	24	1/1 - 6/30	Robert Johnson (E)	30% Net	\$180
	Academic Bridge	1/1 - 6/30	Academic Bridge Academy (I)	60% Net	\$720
	Academic Chess	1/1 - 6/30	Academic Chess (I)	40-60% Net	\$120
	Academic Chess: Modular and Action Origami	1/1 - 6/30	Academic Chess (I)	40-60% Net	\$120
	Academic Origami	1/1 - 6/30	Academic Chess (I)	40-60% Net	\$120
	Academic Origami: Magic Origami	1/1 - 6/30	Academic Chess (I)	40-60% Net	\$120
	Academic Origami: Modular in Action Origami	1/1 - 6/30	Academic Chess (I)	40-60% Net	\$120
	Academic Origami: Paper Airplanes and Aerodynamics	1/1 - 6/30	Academic Chess (I)	40-60% Net	\$120
	Advanced Robotics	1/1 - 6/30	Ann Berger (E)	60% Net	\$120
	Algebra for Teens - Level 1A	1/1 - 6/30	CFK Staff (E)	50% Net	\$99
	Algebra for Teens - Level 1B	1/1 - 6/30	CFK Staff (E)	50% Net	\$99
	Algebra for Teens - Level I	1/1 - 6/30	CFK Staff (E)	50% Net	\$99
	Algebra for Teens - Level II	1/1 - 6/30	CFK Staff (E)	50% Net	\$99
	American Red Cross Lifeguarding	1/1 - 6/30	Premier Aquatics (I)	Varies	\$200
	American Red Cross Water Safety Instructor (WSI)	1/1 - 6/30	Premier Aquatics (I)	Varies	\$300
	Art	1/1 - 6/30	Mary Jo Barharm (E)	30% Net	\$120
	Art	1/1 - 6/30	Tanya Bonetti (E)	30% Net	\$120
	Art Camp	1/1 - 6/30	Art Just Create It (I)	60% Net	\$110
	ARTime Academy	1/1 - 6/30	ARTime (I)	60% Net	\$160
	Arts and Crafts	1/1 - 6/30	Ann Berger (E)	60% Net	\$100
	Athletic Training Academy	1/1 - 6/30	Courtney Doan Hoopingarner (E)	TBA	TBA
	Babysitter's Training	1/1 - 6/30	Premier Aquatics (I)	Varies	\$95
	Beginner Computer Fashion with Adobe Illustrator	1/1 - 6/30	Laurie Murphy-Klein (E)	50% Net	\$100
	Beginners Fashion Design Program	1/1 - 6/30	Laurie Murphy-Klein (E)	50% Net	\$300
	Beginning Guitar & Ukulele Ensemble Class	1/1 - 6/30	Ron Gorman (E)	40-60% Net	\$99
	Beginning Guitar for Kids/Teens	1/1 - 6/30	Ron Gorman (E)	40-60% Net	\$120
	Beginning Robotics	1/1 - 6/30	Ann Berger (E)	60% Net	\$120
	Beginning Ukulele for Kids/Teens	1/1 - 6/30	Ron Gorman (E)	40-60% Net	\$95
	Bionerds: Animal Kingdom: Wilder Than You Think!	1/1 - 6/30	Bionerds (I)	60% Net	\$136
	Bionerds: Aquatic Creatures: No Gills Required!	1/1 - 6/30	Bionerds (I)	60% Net	\$136
	Bionerds: Camping Science: Connecting with Nature	1/1 - 6/30	Bionerds (I)	60% Net	\$136
	Bionerds: Dinosaurs: Fantastic Pre-Historic World	1/1 - 6/30	Bionerds (I)	60% Net	\$136
	Bionerds: Food Science: Your Food is Alive!	1/1 - 6/30	Bionerds (I)	60% Net	\$136
	Bionerds: Forensic Science: Bionerds' Way!	1/1 - 6/30	Bionerds (I)	60% Net	\$136
	Bionerds: From Head to Toes	1/1 - 6/30	Bionerds (I)	60% Net	\$200
	Bionerds: Halloween Science with Boo-ionerds	1/1 - 6/30	Bionerds (I)	60% Net	\$136
	Bionerds: Human Body: We are Super!	1/1 - 6/30	Bionerds (I)	60% Net	\$136
	Bionerds: Insects: Bug Me if You Dare!	1/1 - 6/30	Bionerds (I)	60% Net	\$136
	Bionerds: It's All About Life	1/1 - 6/30	Bionerds (I)	60% Net	\$128
	Bionerds: Land and Water Creatures	1/1 - 6/30	Bionerds (I)	60% Net	\$280
	Bionerds: Marine Animals: Amazing Waterworld!	1/1 - 6/30	Bionerds (I)	60% Net	\$136
	Bionerds: Microscopic World: What You Can't See May Surprise You!	1/1 - 6/30	Bionerds (I)	60% Net	\$136
	Bionerds: Mix and Match Biology	1/1 - 6/30	Bionerds (I)	60% Net	\$280
	Brain Builders: Chess Club	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Crazy Contraptions	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Junkyard Challenge	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Robo Olympics	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Super Structures	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Super Stunt Vehicles	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Xtreme Catapults	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: Engineering with LEGO®: Xtreme Race Cars	1/1 - 6/30	Brain Builders (I)	60% Net	\$120

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South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
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COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Spring 2020

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
	Brain Builders: STEM Lab Air Propulsion	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brain Builders: STEM Lab: Forensics	1/1 - 6/30	Brain Builders (I)	60% Net	\$120
	Brainstorm: Code Academy: 3D Game Design	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: Code Academy: Advanced Apps, Arduino & Robotics	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$249
	Brainstorm: Code Academy: Android Apps & Arduino Electronics	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Code Academy: Android Studio	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Code Academy: App and Game Design	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Code Academy: App and Game Development	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Code Academy: App and Inventor Edition	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Code Academy: Game Development and Design	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: Code Academy: HTML & CSS	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Code Academy: IT & Cyber Security	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Code Academy: Kodu Game Lab	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Code Academy: Python Programming	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Code Academy: Scratch	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Code Academy: Scratch & Kodu Programming	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: Code Academy: Tech Titans	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Code Academy: Web Development	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Engineering & Robotics: Robo Revolution	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$249
	Brainstorm: Filmmaking	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Game Development & Minecraft Programming	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: GameMaker: 2D Game Dev	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: GameMaker: 3D Game Design	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: GameMaker: 3D Game Development with Unity & Unreal	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$249
	Brainstorm: GameMaker: Code & Create	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: GameMaker: Coders and Creators	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: GameMaker: Game Development with Unity	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: GameMaker: Game Development with Unreal	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Go Think!	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: LEGO® Engineering & Robotics	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: LEGO® Engineering & Robotics: Motors & Mindstorms	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: LEGO® Engineering: Evolution of Engineering	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: LEGO® Engineering: Jedi Academy	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: LEGO® Engineering: Jedi's and Superheroes	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: LEGO® Engineering: Medieval Machines	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: LEGO® Engineering: Modern Machines	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: LEGO® Engineering: Superhero City	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: LEGO® Robotics	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: LEGO® Robotics Academy	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: LEGO® Robotics: BattleBots	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: MakerStudio: 3D Printing	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Minecraft University	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: Minecraft University: Advanced Modding	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Minecraft University: California Missions	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Minecraft University: Circuits & Electronics	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: Minecraft University: Civilizations	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Minecraft University: Dinocraft	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Minecraft University: Java Modding	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Minecraft University: Math	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Minecraft University: Minecraft Modding	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Minecraft University: Programming and Modding	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: Minecraft University: Python Modding	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Minecraft University: Python Temple	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Minecraft University: Revolutions	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Minecraft University: Robotics	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Minecraft University: Robotics and Redstones	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$225
	Brainstorm: Minecraft University: Robotics Programming	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Minecraft University: Rocketry	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: STEAM Studio: 3D Printing	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: STEAM Studio: CodeFlyers Drone Developer	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: STEAM Studio: CodeFlyers Flight School	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: STEAM Studio: Engineering & Robotics	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: STEAM Studio: Rocketry	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: STEAM Studio: YouTube & Moviemaking Masters	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$249
	Brainstorm: STEAM University: Excellence Through Engineering	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: STEAM University: Mastering Math	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: STEAM University: Success in Science!	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: STEAM University: Teaching with Technology	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: VEX Robotics: BotSports	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$140
	Brainstorm: Young Einsteins: Coding and Robotics	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Young Einsteins: Rocketry	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Young Einsteins: STEAM Academy	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$249
	Brainstorm: Young Einsteins: STEM Lab	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$210
	Brainstorm: Young Einsteins: STEM Lab 2!	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Young Einsteins: STEM Lab Cubed (3)!	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Young Einsteins: STEM Lab Squared (2)!	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120
	Brainstorm: Young Einsteins: STEM Lab, Jr.	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$120

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EXHIBIT A
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COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Spring 2020

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
	Brainstorm: Young Einsteins: Super Scientists	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$249
	Brainstorm: Young Einsteins: Tech Academy	1/1 - 6/30	Brainstorm Studios, LLC (I)	62.5% Net	\$249
	Building Number Sense One Game at a Time	1/1 - 6/30	Valerie Robbins-Meyers (E)	60% Net	\$120
	Calling All Detectives: Solve the Mystery of Felix, the Missing Millionaire	1/1 - 6/30	Carrie Gray (E)	40-60% Net	\$120
	Camp Galileo	1/1 - 6/30	Galileo Learning, LLC (I)	TBD	\$379
	Camp Invention	1/1 - 6/30	Camp Invention (I)	85% Net	Varies
	Capture the Flag	1/1 - 6/30	Chris Elliott (E)	30% Net	\$120
	Capture the Flag	1/1 - 6/30	Robert Johnson (E)	30% Net	\$120
	Catch a Wave into First Grade	1/1 - 6/30	Carrie Gray (E)	40-60% Net	\$180
	Catch a Wave into Second Grade	1/1 - 6/30	Carrie Gray (E)	40-60% Net	\$150
	Ceramics FUNDamentals	1/1 - 6/30	TBA	50% Net	\$145
	Cheerleading	1/1 - 6/30	TBA	40-60% Net	\$120
	Cheerleading Skills Clinics	1/1 - 6/30	College for Kids Staff (E)	Varies	\$65
	Chess Day Camp	1/1 - 6/30	Academic Chess (I)	40-60% Net	\$139
	CodeSpeak Labs: Coding and Artificial Intelligence	1/1 - 6/30	CodeSpeakLabs (I)	62.5% Net	\$225
	CodeSpeak Labs: Coding for Kids	1/1 - 6/30	CodeSpeakLabs (I)	62.5% Net	\$225
	CodeSpeak Labs: Coding for Kids, Jr.	1/1 - 6/30	CodeSpeakLabs (I)	62.5% Net	\$225
	CodeSpeak Labs: Computer Coding and Graphic Design	1/1 - 6/30	CodeSpeakLabs (I)	62.5% Net	\$225
	CodeSpeak Labs: Computer Coding to Save the World!	1/1 - 6/30	CodeSpeakLabs (I)	62.5% Net	\$225
	CodeSpeak Labs: JavaScript Programming	1/1 - 6/30	CodeSpeakLabs (I)	62.5% Net	\$225
	CodeSpeak Labs: Python Programming	1/1 - 6/30	CodeSpeakLabs (I)	62.5% Net	\$225
	CodeSpeak Labs: Web Development	1/1 - 6/30	CodeSpeakLabs (I)	62.5% Net	\$225
	Cookie Parade	1/1 - 6/30	Carrie Gray (E)	40-60% Net	\$125
	Cooking for Kids classes	1/1 - 6/30	LIFT Enrichment (I)	40% Net	\$140
	Cooking with Science	1/1 - 6/30	Carrie Gray (E)	40-60% Net	\$125
	Craft-tivities	1/1 - 6/30	Carrie Gray (E)	40-60% Net	\$120
	Craft-tivities	1/1 - 6/30	Tanya Bonetti (E)	60% Net	\$120
	Creating with Clay	1/1 - 6/30	Art Just Create It (I)	60% Net	\$120
	Creative Cooks	1/1 - 6/30	Carrie Gray (E)	40-60% Net	\$230
	Creative Writing for Kids	1/1 - 6/30	TBA	40% Net	\$99
	CSI: Introduction to Forensic Anthropology	1/1 - 6/30	TBA	40% Net	\$110
	Cut and Dissect - Level A	1/1 - 6/30	TBA	\$30/hr	\$110
	Cut and Dissect - Level B	1/1 - 6/30	TBA	\$30/hr	\$110
	Dare to Draw Anything!	1/1 - 6/30	TBA	\$30/hr	\$98
	Daydreamers Academy: Create Your Own Fairytale/Super Hero Movie	1/1 - 6/30	Good for Nothing, Inc. (I)	40-60% Net	\$136
	Daydreamers Academy: Daydreamers Music Production Madness	1/1 - 6/30	Good for Nothing, Inc. (I)	40-60% Net	\$175
	Daydreamers Academy: Jelly Time Music Workshop	1/1 - 6/30	Good for Nothing, Inc. (I)	40-60% Net	\$136
	Daydreamers Academy: Movie Magic	1/1 - 6/30	Good for Nothing, Inc. (I)	40-60% Net	\$136
	Daydreamers Academy: My Books Come To Life	1/1 - 6/30	Good for Nothing, Inc. (I)	40-60% Net	\$175
	Daydreamers Academy: YouTube Production Academy	1/1 - 6/30	Good for Nothing, Inc. (I)	40-60% Net	\$120
	Developmental Reading for Teens	1/1 - 6/30	CFK Staff (E)	\$30/hr	\$99
	Diving Classes	1/1 - 6/30	Premier Aquatics (I)	Varies	\$141
	Drama Kids International	1/1 - 6/30	Drama Kids International (I)	60% Net	\$136
	Drop-In Aftercare	1/1 - 6/30	College for Kids Staff (E)	Varies	\$10
	Early Morning Art	1/1 - 6/30	Art Just Create It (I)	60% Net	\$98
	Emerald Cove Day Camp	1/1 - 6/30	Emerald Cove Camp, Inc.	Varies	Varies
	English Composition for Teens	1/1 - 6/30	TBA	40% Net	\$125
	Experienced Fashion Design Program	1/1 - 6/30	Laurie Murphy-Klein (E)	50% Net	\$300
	Fairy Tale Feast	1/1 - 6/30	Ann Berger (E)	60% Net	\$180
	First Grade Head Start	1/1 - 6/30	Chris Saalberg (E)	60% Net	\$350
	Fit Kids	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$180
	Fit Kids: Basketball	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Cheerleading	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Dodgeball	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Field Games	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$180
	Fit Kids: Flag Football	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Hip Hop	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Kindergarten Sports	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Lacrosse	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Soccer	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$112
	Fit Kids: Tennis	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$120
	Fit Kids: Volleyball	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$169
	Four-Day Beginner Sewing and Fashion Design for Kids	1/1 - 6/30	Laurie Murphy-Klein (E)	50% Net	\$175
	Fun in the Sun	1/1 - 6/30	Dawn Trumbo (E)	30% Net	\$180
	Fun in the Sun	1/1 - 6/30	Kristi Martin (E)	30% Net	\$180
	Fun Shaolin Kung Fu	1/1 - 6/30	TBA	TBA	TBA
	Fun with Photoshop	1/1 - 6/30	Laura Hoffman (E)	40% Net	\$149
	Games Galore	1/1 - 6/30	Carrie Gray (E)	40-60% Net	\$104
	Games Galore	1/1 - 6/30	Heather Carlsen (E)	60% Net	\$104
	Games Galore	1/1 - 6/30	Tanya Bonetti (E)	60% Net	\$104
	Gee I Can Sculpt!	1/1 - 6/30	Greg Weiss (E)	40-60% Net	TBA
	Geometry for Teens	1/1 - 6/30	Doug Hill (E)	\$30/hr	\$99
	Getting Excited for Kindergarten	1/1 - 6/30	Brandye Iverson (E)	60% Net	\$200
	Golf Skills Clinics Advanced	1/1 - 6/30	SCPGA (I)	60% Net	\$125
	Golf Skills Clinics Beginners	1/1 - 6/30	SCPGA (I)	60% Net	\$125
	Golf: Tee It Up With TGA/SCPGA	1/1 - 6/30	SCPGA (I)	60% Net	\$130
	Handball Tournament of Champions	1/1 - 6/30	Courtney Doan Hoopingarner (E)	TBA	TBA

(E) Employee

(I) Independent Contractor

South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
5 of 6

COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Spring 2020

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
	Handwriting Heroes	1/1 - 6/30	Carrie Gray (E)	40-60% Net	\$112
	High School Algebra 1 Critical Concepts	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	High School Algebra 2 Critical Concepts	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	High School Geometry Critical Concepts	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Hip Hop	1/1 - 6/30	TBA	40-60% Net	\$169
	Hip Hop Dance Camp	1/1 - 6/30	Fit Kids America (I)	40-60% Net	\$112
	I Love Craft-tivities	1/1 - 6/30	Carrie Gray (E)	40-60% Net	\$120
	Incrediflix	1/1 - 6/30	Incrediflix (I)	60% Net	\$185
	Incrediflix: Action Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$175
	Incrediflix: Action Movie Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$155
	Incrediflix: Action Stop Motion Flix ft Roblox	1/1 - 6/30	Incrediflix (I)	60% Net	\$130
	Incrediflix: Animation Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$155
	Incrediflix: Creature Animation Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$135
	Incrediflix: Filmmaking Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$155
	Incrediflix: GoPro Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$145
	Incrediflix: Green Screen Lego Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$130
	Incrediflix: Imagination Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$155
	Incrediflix: Lego Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$170
	Incrediflix: Live Action Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$155
	Incrediflix: Minecraft Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$155
	Incrediflix: Minecraft Movie Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$130
	Incrediflix: Star Wars Live Action	1/1 - 6/30	Incrediflix (I)	60% Net	\$155
	Incrediflix: Star Wars Stop Motion Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$155
	Incrediflix: Stop Motion Experience	1/1 - 6/30	Incrediflix (I)	60% Net	\$125
	Incrediflix: Stop Motion Tricks and Effects	1/1 - 6/30	Incrediflix (I)	60% Net	\$155
	Incrediflix: Superhero Filmmaking Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$185
	Incrediflix: Viral Flix	1/1 - 6/30	Incrediflix (I)	60% Net	\$125
	Institute of Reading Development	1/1 - 6/30	Inst. of Reading Development (I)	PP	Varies
	Interactive Writing Workshop	1/1 - 6/30	Nancy D'Aleo-Russey (E)	\$30/hr	\$99
	Intro to Art Journaling	1/1 - 6/30	Sarah Donawerth (E)	40-60% Net	\$75
	Intro to Mixed-Media Art	1/1 - 6/30	Sarah Donawerth (E)	40-60% Net	\$75
	Irish Dance	1/1 - 6/30	Liz Lightner (E)	60% Net	\$96
	Jazz Camp	1/1 - 6/30	TBA	TBA	TBA
	Jump Start Fifth Grade	1/1 - 6/30	Ann Berger (E)	60% Net	\$180
	Jump Start First Grade	1/1 - 6/30	Kim Downing (E)	60% Net	\$150
	Jump Start First Grade	1/1 - 6/30	Avonnette Bruce Tutoring (I)	60% Net	\$125
	Jump Start Kindergarten	1/1 - 6/30	Amy Clarke (E)	30% Net	\$125
	Jump Start Kindergarten	1/1 - 6/30	Kylie Schofield (E)	30% Net	\$125
	Jump Start Kindergarten	1/1 - 6/30	Avonnette Bruce Tutoring (I)	60% Net	\$125
	Jump Start Second Grade	1/1 - 6/30	Christy Grudynski (E)	60% Net	\$150
	Jump Start Third Grade	1/1 - 6/30	Christy Grudynski (E)	60% Net	\$150
	Junior Gauchos Fun Club	1/1 - 6/30	College for Kids Staff (E)	Varies	\$80
	Keyboarding	1/1 - 6/30	Heather Carlsen (E)	60% Net	\$120
	Keyboarding	1/1 - 6/30	Tanya Bonetti (E)	60% Net	\$120
	Keyboarding on Personal Computers	1/1 - 6/30	Joyce Quade (E)	40-60% Net	\$126
	Kid Power	1/1 - 6/30	Mark Baines (E)	40-60% Net	\$290
	Kids Yoga and Mindfulness	1/1 - 6/30	TBA	40-60% Net	\$120
	Kindergarten Kickoff	1/1 - 6/30	Avonnette Bruce Tutoring (I)	60% Net	\$125
	Landscapes: Whimsical to Abstract Art	1/1 - 6/30	Sarah Jaques (E)	\$30/hr	\$98
	LeadHer Orange County - Confidence Building	1/1 - 6/30	Kellie Johnston (E)	TBA	TBA
	Learning To Dig	1/1 - 6/30	TBA	40% Net	\$110
	Lil' Chef School	1/1 - 6/30	Lil' Chef School (I)	40-60% Net	\$120
	Lions Club	1/1 - 6/30	Andrika Bowen (E)	30% Net	\$240
	Lions Club	1/1 - 6/30	Deanna Bleidistel (E)	30% Net	\$240
	Mad Science: Chemistry Lab	1/1 - 6/30	Mad Science (I)	40-60% Net	\$215
	Mad Science: Crazy Chemworks	1/1 - 6/30	Mad Science (I)	40-60% Net	\$120
	Mad Science: Exploration Science	1/1 - 6/30	Mad Science (I)	40-60% Net	\$120
	Mad Science: Inventor's Workshop: Eureka!	1/1 - 6/30	Mad Science (I)	40-60% Net	\$120
	Mad Science: Molecule Mania	1/1 - 6/30	Mad Science (I)	40-60% Net	\$120
	Mad Science: NASA	1/1 - 6/30	Mad Science (I)	40-60% Net	\$120
	Mad Science: Physics Lab	1/1 - 6/30	Mad Science (I)	40-60% Net	\$215
	Mad Science: Robotics Lab	1/1 - 6/30	Mad Science (I)	40-60% Net	\$215
	Mad Science: Rocketry	1/1 - 6/30	Mad Science (I)	40-60% Net	\$215
	Mad Science: Science in Action	1/1 - 6/30	Mad Science (I)	40-60% Net	\$120
	Mad Science: Secret Agent Lab	1/1 - 6/30	Mad Science (I)	40-60% Net	\$215
	Mad Science: STEMulating Science	1/1 - 6/30	Mad Science (I)	40-60% Net	\$120
	Magic Origami	1/1 - 6/30	Academic Chess (I)	40-60% Net	\$139
	MainStage Kids	1/1 - 6/30	CFK Staff (E)	\$25/hr	\$395
	Manners Made Fun	1/1 - 6/30	Laura Little (E)	40% Net	\$100
	Math	1/1 - 6/30	Darren Gibson (E)	\$30/hr	\$99
	Math 6 Critical Concepts	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Math 6/7	1/1 - 6/30	Michael Hale (E)	60% Net	\$180
	Math 7 Critical Concepts	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Math 7 Plus Critical Concepts	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Math 8 Critical Concepts	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Math Tutoring By Experienced Math Teachers	1/1 - 6/30	wikiTHINK (I)	Varies	\$269
	Mathobotix	1/1 - 6/30	Mathobotix (I)	40-60% Net	\$259

(E) Employee

(I) Independent Contractor

South Orange County Community College District
SADDLEBACK COLLEGE

EXHIBIT A
6 of 6

COMMUNITY EDUCATION NOT-FOR-CREDIT/FEE-BASED PROGRAM - Spring 2020

PROGRAM	ACTIVITY TITLE	DATES	TRAINER	HONORARIA	FEE
	Mathobotix: STEM Robotics Camp	1/1 - 6/30	Mathobotix (I)	40-60% Net	\$259
	Middle School Algebra 1 Critical Concepts	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Middle School Boot Camp	1/1 - 6/30	Deanna Bleidistel (E)	30% Net	\$120
	Middle School Boot Camp	1/1 - 6/30	Stephanie Avera (E)	30% Net	\$120
	Middle School Geometry Critical Concepts	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Middle School Math Prep	1/1 - 6/30	Michael Hale (E)	60% Net	\$160
	Mini-Kindergarten	1/1 - 6/30	Lori Walker (E)	60% Net	\$325
	Modeling and Style	1/1 - 6/30	Tara Meyer (E)	40% Net	\$120
	Mommy/Daddy and Me Preschool!	1/1 - 6/30	Kris McCartney (E)	60% Net	\$250
	Mommy/Daddy and Me Preschool!	1/1 - 6/30	Patti Peviani (E)	60% Net	\$250
	Mommy/Daddy and Me Preschool!	1/1 - 6/30	Wendy Marcot (E)	60% Net	\$250
	Mr. E.' Writing Class	1/1 - 6/30	Chris Elliott (E)	60% Net	\$89
	Musical theater	1/1 - 6/30	Heather Carlsen (E)	60% Net	\$180
	Musical theater	1/1 - 6/30	Tanya Bonetti (E)	60% Net	\$180
	Natural A's	1/1 - 6/30	Curtis Adney (E)	40% Net	\$49
	Natural A's: Parent/Adult Registration	1/1 - 6/30	Curtis Adney (E)	40% Net	\$49
	Nature Explorers After-School Program	1/1 - 6/30	Environmental Nature Center (I)	60% Net	\$112
	Ocean Animals	1/1 - 6/30	Sarah O'Connor (E)	\$30/hr	\$98
	Pen and Ink Art Magic	1/1 - 6/30	CFK Staff (E)	\$30/hr	\$98
	Photography	1/1 - 6/30	Laura Hoffman (E)	40-60% Net	Varies
	Playground Games	1/1 - 6/30	Mark Baines (E)	40-60% Net	\$290
	Pre-Algebra	1/1 - 6/30	Lindsey Peck (E)	\$30/hr	\$99
	Pre-Geometry	1/1 - 6/30	Darren Gibson (E)	\$30/hr	\$120
	Reading Comprehension Essentials I	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Reading Comprehension Essentials II	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Reading Fun with Jr Great Books and More	1/1 - 6/30	Lori Walker (E)	60% Net	\$110
	Running Skills Clinics: Beginners	1/1 - 6/30	GrassRoots Athletics Organization (I)	40% Net	\$125
	SCPGA Golf and S.T.E.A.M. Camp	1/1 - 6/30	SCPGA (I)	60% Net	\$179
	Second Grade Common Core Camp	1/1 - 6/30	Christy Grudynski (E)	60% Net	\$180
	Second Grade Common Core Camp	1/1 - 6/30	Kim Downing (E)	60% Net	\$180
	Second Grade Head Start	1/1 - 6/30	Valerie Robbins-Meyers (E)	60% Net	\$350
	So You Want To Be A Teacher?	1/1 - 6/30	Lori Walker (E)	60% Net	\$125
	Softball Clinics	1/1 - 6/30	Nick Trani (E)	40% Net	\$139
	Spanish for Children	1/1 - 6/30	Conversa (I)	40-60% Net	\$145
	Spanish for Children: Levels 1 and 2	1/1 - 6/30	Conversa (I)	40-60% Net	\$120
	Spanish for Preschoolers	1/1 - 6/30	Conversa (I)	40-60% Net	\$145
	Storymaking: Young Author Fiction Writing	1/1 - 6/30	Storymaking Muses (I)	40-60% Net	TBA
	Strategic Kids: Junior Math Magicians!	1/1 - 6/30	Strategic Kids (I)	40-60% Net	\$120
	Strategic Kids: LEGO Architecture: Building Through the Ages	1/1 - 6/30	Strategic Kids (I)	40-60% Net	\$120
	Strategic Kids: LEGO Engineering: Crazy Carnival	1/1 - 6/30	Strategic Kids (I)	40-60% Net	\$120
	Strategic Kids: LEGO Engineering: Motor Madness	1/1 - 6/30	Strategic Kids (I)	40-60% Net	\$120
	Strategic Kids: LEGO Harry Potter: Wizarding World of Storytelling!	1/1 - 6/30	Strategic Kids (I)	40-60% Net	\$120
	Strategic Kids: LEGO Simple Machines	1/1 - 6/30	Strategic Kids (I)	40-60% Net	\$120
	Strategic Kids: LEGO Storytellers	1/1 - 6/30	Strategic Kids (I)	40-60% Net	\$120
	Strategic Kids: Science of Magic	1/1 - 6/30	Strategic Kids (I)	40-60% Net	\$120
	Strategic Kids: Star Wars LEGO: Jedi Storytellers	1/1 - 6/30	Strategic Kids (I)	40-60% Net	\$120
	Strategic Kids: Strategic Magic	1/1 - 6/30	Strategic Kids (I)	40-60% Net	\$120
	Study Strategies for Teens	1/1 - 6/30	Jason Turney (E)	\$30/hr	\$56
	Successful Study Strategies for Kids	1/1 - 6/30	Jason Turney (E)	\$30/hr	\$56
	Swing Dance for Kids	1/1 - 6/30	Arianna Caligiuri (E)	40% Net	\$120
	Tennis Skills Clinics	1/1 - 6/30	Nick Trani (E)	40% Net	\$149
	The Photography Club	1/1 - 6/30	Excel Education Programs (I)	40% Net	\$120
	Theatre Fun with Improvisation	1/1 - 6/30	Tara Meyer (E)	40% Net	\$120
	Third Grade Common Core Camp	1/1 - 6/30	Christy Grudynski (E)	60% Net	\$180
	Third Grade Head Start	1/1 - 6/30	Julie Hansen (E)	60% Net	\$350
	Toddler Time	1/1 - 6/30	Dawn Trumbo (E)	30% Net	\$250
	Toddler Time	1/1 - 6/30	Kristi Martin (E)	30% Net	\$250
	UCI Writing Project	1/1 - 6/30	UCI Youth Programs (I)	Varies	\$690
	Volleyball	1/1 - 6/30	Heather Carlsen (E)	60% Net	\$180
	Volleyball	1/1 - 6/30	Tanya Bonetti (E)	60% Net	\$180
	Water Polo	1/1 - 6/30	Premier Aquatics (I)	Varies	\$149
	Weight Training	1/1 - 6/30	Ryan Nett (E)	60% Net	\$229
	Weight Training	1/1 - 6/30	Todd Theurer (E)	60% Net	\$229
	Writing Skills Development for High School Composition	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Writing Skills Development I	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Writing Skills Development II	1/1 - 6/30	CFK Staff (E)	\$38/hr	\$169
	Yoga: Health and Wellness for Kids	1/1 - 6/30	Heather Carlsen (E)	60% Net	\$120
	Yoga: Health and Wellness for Kids	1/1 - 6/30	Tanya Bonetti (E)	60% Net	\$120
	Young Artists and Authors Studio	1/1 - 6/30	Carrie Gray (E)	40-60% Net	\$180
	Young Illustrators	1/1 - 6/30	CFK Staff (E)	\$30/hr	\$98
	Youth Aquatics - Various Classes	1/1 - 6/30	Premier Aquatics (I)	Varies	Varies

(E) Employee

(I) Independent Contractor

<i>South Orange County Community College District</i>				
<i>IRVINE VALLEY COLLEGE</i>				
<i>COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Spring 2020</i>				
<i>COURSE TITLE</i>	<i>DATES</i>	<i>INSTRUCTOR</i>	<i>HONORARIA</i>	<i>FEE</i>
Art & Hobby Courses	1/13/20-5/21/20	Diana-Sofia Estrada	70% gross	\$60
Art & Hobby Courses	1/13/20-5/21/20	Robert Maller	50% gross	\$60
Art & Hobby Courses	1/13/20-5/21/20	Jennessey Tyler	50% gross	\$299
Business Communication	1/13/20-5/21/20	Daniel Sakimoto	50% gross	\$60-\$150
Computer Course	1/13/20-5/21/20	Munusamy Pandyarajan	50% gross	\$99
Computer Course	1/13/20-5/21/20	Vazi Okhandiar	50% gross	\$149
Educational Courses for Kids	1/13/20-5/21/20	Amanda Bosson	50% gross	\$99
Financial Management Workshop	1/13/20-5/21/20	Rod Kamps	50% gross	\$59
Fitness Courses	1/13/20-5/21/20	JoAnna Schoon	70% gross	\$75
Medical Billing Classes/Career	1/13/20-5/21/20	Kris G. Hall-Patterson	50% gross	\$150
Personal Enrichment Courses	1/13/20-5/21/20	LeeAnne Krusemark	50% gross	\$10-\$20
Travel	1/13/20-5/21/20	Matt Vitug	50% gross	\$50
Voice Over Courses/Career	1/13/20-5/21/20	Alicia Midgley	50% gross	\$49

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

Item Submitted By: *Dr. Elliot Stern, President, Saddleback College and
Dr. Cindy Vyskocil, Acting President, Irvine Valley College*

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
11/14/2019 10:30am-11:45am	April Cubbage SOC 2 Social Problems	Cynthia Rivas	Incarceration and Re-Entry: A Personal Journey	\$500.00 ASG
11/19/2019 1:30pm-3:00pm	Claire Cesareo	Gabriella Skollar	Violet is Blue: A Tale of Gibbons and Guardians	\$300.00 ASG
1/24/2020 9:00 am – 3:00 pm LRC 104	Marina Aminy Frank Gonzalez Jim Zoval	Dr. Bryan A. Brown	Language, Culture and Science: Technology as the Cultural Bridge for STEM Learning	\$3500.00 SEAP Funds
3/27/2020 9:30am-11:35am	Laura Hoffman Dorothy Marie Lowry Distinguished Guest Lecture Series, Saddleback College, Emeritus Institute	Dave Kiff	Can Your City and Mine Ever Solve Homelessness?	\$200.00 General Fund

IRVINE VALLEY COLLEGE

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

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College and Irvine Valley College, Notices of Completion, Various Projects

ACTION: Approval

BACKGROUND

The Board of Trustees approved or ratified agreements for the following Saddleback College (SC) and Irvine Valley College (IVC) projects as follows:

- Professional Turf Specialties, Inc., for a contract total of \$84,060.00, for the SC East Practice Field project. Board of Trustees ratified the contract on June 24, 2019.
- Blue Violet Networks, LLC, for a contract total of \$29,633.71, for the IVC Added Panic Buttons project. Board of Trustees approved the associated CMAS Agreements No. 3-17-84-0052B and 4-16-84-0053A on June 25, 2018 and ratified the purchase order for this work on October 28, 2019.

STATUS

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

- SC East Practice Field project (EXHIBIT A)
- IVC Added Panic Buttons project (EXHIBIT B)

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notices of Completion for the East Practice Field project at Saddleback College to Professional Turf Specialties, Inc., for a contract total of \$84,060.00 and for the Added Panic Buttons project at Irvine Valley College to Blue Violet Networks, LLC, for a contract total of \$29,633.71. It is also recommended that the Board of Trustees authorize the release of retention 35 days after filing.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: East Practice Field project at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 7th day of May 2019, which contract was made with PROFESSIONAL TURF SPECIALTIES, INC., as Contractor; that said improvements were completed on the 21st day of June 2019, and accepted by formal action of the governing board of said District on the 18th day of November 2019, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is WESTERN SURETY COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE
28000 MARGUERITE PKWY
MISSION VIEJO, CA 92692

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____
Ann-Marie Gabel
Vice Chancellor, Business Services

Dated _____

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by _____
Ann-Marie Gabel
(Name of Signer)

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

Signature _____
Signature of Notary Public

(Seal)

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: Added Panic Buttons project at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 16th day of September 2019, which contract was made with BLUE VIOLET NETWORKS, LLC, as Contractor; that said improvements were completed on the 2nd day of October 2019, and accepted by formal action of the governing board of said District on the 18th day of November 2019, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is GENERAL REINSURANCE CORPORATION that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____
Ann-Marie Gabel
Vice Chancellor, Business Services

Dated _____

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by _____
Ann-Marie Gabel
(Name of Signer)

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

Signature _____
Signature of Notary Public

(Seal)

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: 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 items listed in EXHIBIT A have 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 dates, locations, and costs are provided related to the travel.

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

RECOMMENDATION

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

Out of State Student Travel
November 18, 2019
Board of Trustees Meeting

Student Group Travel

Name of Group/Club, Description of Trip, Location	Trip Dates Inclusive, to/from	No. of students	No. of faculty	Total Cost	Funding Source(s)	College
Phi Theta Kappa International Convention Dallas, Texas	April 1-5, 2020	10	2	\$30,000.00	General Fund	IVC
XTE – Chi Tau Epsilon 83 rd National Conference of American Criminal Justice Association Kansas City, Missouri	March 22-27, 2020	20	2	\$29,847.36	ASIVC \$19,547.36 Foundation \$10,300.00	IVC

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
NONE					

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

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

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

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

Delete

Curatorial Studies Certificate of Proficiency

This certificate is intended to help prepare students to qualify for entry-level museum positions such as curatorial assistant, collections manager assistant, gallery assistant, and registration assistant. Courses examine the fundamentals of curatorial practice including research and writing, exhibition development and design, and collection development and care.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
<i>Complete the following courses:</i>		
ARTH 110	Introduction to Museums	3
ARTH 115	Collections Management	3
ARTH 120	Curatorial Practice	3
<hr/>		
	Total	9

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

New

Immersive Design - Environmental Design Certificate of Proficiency

This Certificate in Immersive Media - Environmental Design in Interactive Media Arts is career centric, and designed to enhance student knowledge and understanding of emerging technologies and their application to industry. Students will create interactive virtual worlds. Emerging technologies include augmented reality, virtual reality, game design, theater park design, animation, interactive marketing, toy design and many other industries that are developing for entertainment, advertising, medical, education and others. The COP in Immersive Media - Environmental Design requires a focus on creating 2D and 3D art assets in industry standard software for the purpose of creating immersive environments for emerging technologies, fine arts, and a basic understanding of interactive design.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
<i>Complete the following courses</i>		
IMA 40	Introduction to Game Design	3
IMA 98	3D Modeling for Games and Film	3
IMA 90	Organic Modeling	3
IMA 27	Environmental Texturing and Lighting	3
IMA 46	Concept Design and Visual Development	3
<hr/>		
Total		15

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

Delete

Museum Education and Visitor Services Certificate of Proficiency

This certificate is intended to help prepare students to qualify for entry-level museum positions such as education assistant, outreach coordinator assistant, visitor assistant, docent, and museum teacher assistant. Courses examine the fundamentals of communications, writing age-based museum curriculum, developing outreach programs and materials, evaluating the visitor experience, and implementing improvements.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
<i>Complete the following courses:</i>		
ARTH 110	Introduction to Museums	3
ARTH 125	Visitor Services and Museum Education	3
COMM 1	Communication Fundamentals	3
	Or	
COMM 1H	Communication Fundamentals Honors	3
<hr/>		
	Total	9

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

Delete

Pre-Law Certificate of Proficiency

No text

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
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Complete the following courses:

LGL 205	Introduction to Legal Research and Writing	3
LGL 15	Environmental Law and Policy	3
MGT 12A	The Legal Environment of Business	3
RD 74	Critical Reading	3

Total	12
-------	----

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

**Exhibit A
Page 5 of 6**

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

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

**Exhibit A
Page 6 of 6**

School	Catalog Id	Course Id	Abbreviated Course Title	Action Taken
Arts	14845.00	ART 54	Life Painting II	nc
	14846.00	ART 55	Life Painting III: Modern Expressionism in Painting	nc
	14837.00	ART 70	Ceramics I	nc
	14840.00	ART 71	Ceramics II	nc
	14838.00	ART 75	Sculpture I	nc
	14842.00	ART 76	Life Sculpture I	nc
	14839.00	ART 140	Jewelry I: Intro to Jewelry and Metalsmithing	nc
	14843.00	ART 141	Jewelry II: Jewelry Fabrication	nc
	14847.00	ART 183	Perspective Drawing	nc
HUM	6583.00	WR 10	Introduction to Creative Writing	prereq
	6584.00	WR 11	Writing Short Fiction	prereq
	6587.00	WR 13	Writing Poetry	prereq
	14525.00	WR 14	Intermediate Poetry Writing	prereq
	14754.00	WR 15	Introduction to Screenwriting for Film/TV	prereq
	14297.00	WR 181	Writing Conference	cat desc, sch desc, hrs, SLOs, tps, moe, txt
	14298.00	WR 182	Writing Conference	cat desc, sch desc, hrs, SLOs, moe, txt
	14833.00	WR 385	Writing Conference	nc
LLR	11187.00	RD 370	Reading for College Success	dc
	11189.00	RD 372	Reading Laboratory	dc
LST	14848.00	BIOT 167	Cooperative Work Experience: Biotechnology	nc
	14478.00	BIOT 275	Biotechnology C-Nucleic Acids	prereq, tps, SLOs, moe, txt

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 is included in Exhibit B.

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
ACCT Community College National Legislative Summit	2/9-2/12/20	\$2,967.00	None	

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

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

Community College National Legislative Summit

Schedule at a Glance SATURDAY

2 | 8 | 2020

ACCT Committee Meetings

SUNDAY

2 | 9 | 2020

ACCT Board of Directors Meeting

Pre-Summit Academies

State, Province, and Territory Coordinators Network Meeting

ACCT Regional Nominating Committees Meeting

MONDAY

2 | 10 | 2020

NLS Kicks Off at 8:00 a.m.

General Sessions

Community College Priorities Session

Roundtable Seminar for Community College Lawyers

Policy Focus Sessions

Student Advocacy Session

Asian, Pacific Islander and Native American Trustees Meeting

African American Trustees Meeting

Association of Latino Community College Trustees Meeting

Corporate Council Roundtable Meeting

National Capital Reception

TUESDAY

2 | 11 | 2020

State Breakfast Meetings

General Session

Visits to House, Senate, and Executive Branch Offices

Community College Congressional Forum on Capitol Hill

Capital Awards and Entertainment Banquet

WEDNESDAY

2 | 12 | 2020

General Session

Visits to House, Senate, and Executive Branch Offices

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Transfer of Budget Appropriations
ACTION: Ratification

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 October 31, 2019 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 as listed.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TRANSFER OF BUDGET APPROPRIATIONS SUMMARY
For the period ended October 31, 2019

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$19,508
2000	Classified Salaries		\$293,827
3000	Fringe Benefits		\$125,391
4000	Books and Supplies		\$111,322
5000	Other Operating Expenses & Services	\$692,080	
6000	Capital Outlay		\$89,789
7500	Student Financial Aid	\$200,946	
7600	Other Payments to Students		\$253,189
Total Transfers - General Fund		\$893,026	\$893,026

Child Development Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$600
5000	Other Operating Expenses & Services	\$600	
Total Transfers - Child Development Fund		\$600	\$600

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$16,757
5000	Other Operating Expenses & Services		\$1,000
6000	Capital Outlay	\$17,757	
Total Transfers - Capital Outlay Fund		\$17,757	\$17,757

Associated Student Government - Saddleback College

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies	\$31,275	
5000	Other Operating Expenses & Services		\$31,275
Total Transfers - Associated Student Gov't. - SC		\$31,275	\$31,275

Associated Student Government - Irvine Valley College

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
2000	Classified Salaries		\$11,921
3000	Fringe Benefits		\$1,079
5000	Other Operating Expenses & Services	\$13,000	
Total Transfers - Associated Student Gov't. - IVC		\$13,000	\$13,000

Total Transfers		\$955,658	\$955,658
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TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 19-31 to
Amend FY 2019-2020 Adopted Budget

ACTION: Approval

BACKGROUND

Title 5 of the California Code of Regulations, Section 58308 provides that the Board of Trustees by resolution may amend the District budget to provide for the expenditure of funds, the amount of which was unknown at the time of the adoption of the final budget.

STATUS

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

General Fund

Cooperative Agencies Resources for Education (CARE), Irvine Valley	\$2,441
Temporary Assistance for Needy Families (TANF), Irvine Valley	\$4,406
WIOA Adult Education ABE ELA EI Civics, Saddleback	\$1,641
WIOA Adult Education ASE, Saddleback	(\$5,157)
NSF iUSE HIS-UCI, Saddleback	\$27,869
NSF iUSE HIS-UCI, Irvine Valley	\$3,428
CalWORKS, Irvine Valley	\$32,365
2018-2019 Strong Workforce Regional, Irvine Valley	\$47,296
Adult Education Block Grant, Saddleback	(\$4,711)
Total Increase to the General Fund	<u>\$109,578</u>

Total Budget Amendment	<u>\$109,578</u>
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RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 19-31 to amend the FY 2019-2020 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 19-31

November 18, 2019

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$109,578 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2019-2020 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

WHEREAS, the Governing Board of the South Orange County Community College District can show just cause for the expenditure of such funds;

NOW, THEREFORE, BE IT RESOLVED that, 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

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8100	Federal Revenue	\$32,187
8600	State Revenue	\$77,391
		<u>\$109,578</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$3,030
2000	Classified Salaries	\$92,903
3000	Fringe Benefits	\$35,963
4000	Books and Supplies	(\$10,324)
5000	Other Operating Expenses & Services	(\$18,841)
7600	Other Payments to Students	\$6,847
		<u>\$109,578</u>

Total Budget Amendment	<u>\$109,578</u>
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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2019-2020

RESOLUTION NO. 19-31

November 18, 2019

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 \$109,578 duly and regularly adopted by the said Board at a regular meeting thereof held on November 18, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of November 2019.

Kathleen F. Burke
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: September – October 2019 Amendments

ACTION: Ratification


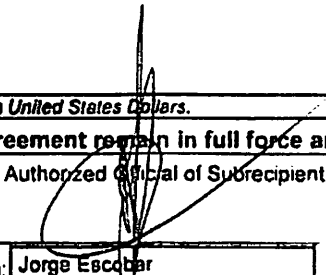
BACKGROUND / STATUS

On November 19, 2018, the Board of Trustees authorized the Chancellor/designee to execute change orders and amendments up to \$200,000 for board ratification. The following 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	Amendment Amount	Revised Total Contract Amount
A.	<u>San Jose Evergreen Community College District</u> STEM Core Expansion Subaward Agreement Amendment No. 01 – To decrease amount of subaward over the five-year project period to reflect changes in project activity structure. Saddleback College	(\$110,000)	\$880,489
B.	<u>M. Arthur Gensler & Associates, Inc.</u> Wayfinding Signage Design Services Agreement Amendment No. 02 – To extend the agreement for 11 months under the same terms and conditions, from 9/28/19 to 9/2/20. ATEP	\$0	\$184,780

RECOMMENDATION

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

Subaward Agreement Amendment (Number 01)			
Pass-Through Entity (PTE)		Subrecipient	
Saddleback College		Entity Name: San Jose Evergreen Community College District	
scgrants@saddleback.edu		Email Address: STEMCoreHub@sjeccd.edu	
Jim Zoval		Principal Investigator: William Watson	
Project Title: Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion			
PTE Federal Award No. HRD-1834628		Federal Awarding Agency: National Science Foundation (NSF)	
Revised Subaward Period of Performance: Start Date: September 1, 2019 End Date: Aug 31, 2020		Amount Funded This Action: \$ 189,727.00	
		Subaward No: SC - SUB - G1288	
Effective Date of Amendment: Sep 1, 2019	Total Amount of Federal Funds Obligated to Date: \$ 477,685.00	Subject to FFATA: <input checked="" type="radio"/> Yes <input type="radio"/> No	Automatic Carryover: <input checked="" type="radio"/> Yes <input type="radio"/> No
Amendment(s) to Original Terms and Conditions This Amendment revises the above-referenced Research Subaward Agreement as follows:			
<p>This amendment authorizes funding for Year 2 (Sept 1, 2019 to Aug 31, 2020) and increases the Total Amount of Federal Funds Obligated to Date to \$477,685. This aligns the funds obligated to Subrecipient for Year 1 with the budget revision submitted to PTE to move partner college support funds from Year 1 to Year 3.</p> <p>This amendment reduces this Subrecipient's Incrementally Estimated Total from \$990,489 to \$880,489 over the five year Project Period to reflect changes in project activity structure. Funds originally budgeted to support Merritt College have been removed from SJECCD's budget in Years 1-3.</p> <p>See Appendix A - budget spreadsheet and justification for budget details.</p>			
For clarity: all amounts stated in this amendment are in United States Dollars.			
All other terms and conditions of this Subaward Agreement remain in full force and effect.			
By an Authorized Official of PTE:		By an Authorized Official of Subrecipient:	
 Name: Ann-Marie Gabel Date: 9/24/19		 Name: Jorge Escobar Date:	
Title: Vice Chancellor, Business Services		Title: Interim Vice Chancellor, Administrative Services	

Revised 01/2019

9/24/19
JRM



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT to AGREEMENT

Amendment No: 02

THIS AMENDMENT to AGREEMENT dated March 28, 2017 between M. Arthur Gensler Jr. & Associates, Inc. and South Orange County Community College District for the Wayfinding Signage Design Services Agreement at ATEP.

M. Arthur Gensler Jr. & Associates, Inc. and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

1. To extend term through September 2, 2020

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

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

M. Arthur Gensler Jr. & Associates, Inc.

**SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT**


Signature of Authorized Representative


Signature of Authorized Representative

Print Name: **Deborah Shepley**

Print Name: **Priya Jerome**

Print Title: **Principal**

Print Title: **Executive Director of Procurement**

Date: **10/21/2019**

Date: **10/17/19**

Email & Phone: **deborah_shepley@gensler.com**

Email & Phone:

+1-213-243-8828

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: [SOCCCD: Purchase Orders and Checks]

ACTION: Ratification

BACKGROUND

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

STATUS

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

- 29 purchase orders \$5,000 and above amounting to \$983,966.67
- 289 purchase orders below \$5,000 amounting to \$174,859.63
- Combined total for all purchase orders is \$1,158,826.30

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

The District processed 924 checks in the amount of \$7,648,921.60 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)

October 7, 2019 through October 24, 2019

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P194637	BSN Sports LLC	IVC	Uniforms and Apparel for Golf	7,109.95
P194509	Cambridge University Press	SC	Venture Workbooks for Adult Education	27,601.00
SN007481	CampusLogic, Inc.	SC	Financial Aid Communication, Verification and Tracking Software - FCCC Board Approved 06/25/18	210,900.00
P194708	CDW Government LLC	SC	Switches for AV Refresh Project - FCCC Board Approved 06/25/18	125,193.07
P194707	CDW Government LLC	IVC	Technology Equipment for Health Center Building - FCCC Board Approved 06/25/18	80,176.72
P194721	CDW Government LLC	IVC	Microsoft Surface Laptops for Mathematics - FCCC Board Approved 06/25/18	8,536.25
P194736	CDW Government LLC	SOCCCD	Replacement Monitors and Desktops for District IT - FCCC Board Approved 06/25/18	5,710.75
P194671	Chefs' Toys	SC	Blanket PO for Advanced Technology & Applied Science and Culinary Arts Department Supplies	5,000.00
P194703	Division of the State Architect	SOCCCD	DSA Fees for New Connector Road & Parking Lot 5B - Task No. 5 for ATAS Building Project	43,750.00
P194754	Division of the State Architect	IVC	DSA Fees for B100 Exterior Improvements Project	6,600.00
P194552	FHEG Saddleback College Bookstore	SC	Fall 2019 Bookstore Rental Fees for SC Promise Students – Cohort 2	101,072.92
P194553	FHEG Saddleback College Bookstore	SC	Fall 2019 Bookstore Rental Fees for SC Promise Students – Cohort 1	55,721.43
P194559	FHEG Saddleback College Bookstore	SC	Summer 2019 Bookstore Rental Fees for SC Promise Students – Cohort 1	13,870.22
P194555	Fisher Scientific Company, LLC	IVC	Equipment for Biology Lab Courses	5,430.49
P194503	GST	SC	Parts and Equipment for AV Refresh Project - FCCC Board Approved 06/25/18	97,150.42
P194549	Knorr Systems, Inc.	SC	Swimming Pool Supplies	27,120.58
P194633	Liberty Paper	SOCCCD	Paper for Warehouse Stores	27,968.40
P194554	McKesson, LLC	IVC	AED Cabinets and AED Difibrillators	12,741.44
P194719	One Source Industries Promotions	SOCCCD	Promotional Items for Job Fairs	9,089.79
P194550	Pacwest Air Filter, LLC	SC	HVAC Supplies	16,613.32
P194668	Pocket Nurse Enterprises, Inc.	SC	Supplies for Medical Assistant Strong Workforce Program	6,039.53
P194723	Repro Xpress	SOCCCD	Blanket PO for Blueprint Scanning and Copying	5,000.00
P194504	Sehi Computer Products	SC	Laptops for Adult Education	5,625.80
P194582	Southwest Offset Printing Company	SC	Printing for SC Emeritus Spring 2020 Schedule of Classes	8,879.34
P194511	SVM, LP	IVC	ARCO Gas Cards for EOPS Students	12,345.00
P194515	Systems Source, Inc.	SC	Furniture for Career and Re-Entry Center	14,515.00
P194631	TrailersPlus	SC	Trailer for Automotive Department	21,523.27
P194601	WAXIE Sanitary Supply	IVC	Custodial Products	5,681.98
P194469	YBP Library Services	SC	Blanket PO for Library Services Annual Book Orders	17,000.00

29 Purchase Orders \$5,000 and Above	983,966.67
289 Purchase Orders Under \$5,000	174,859.63
Total Purchase Orders	1,158,826.30



South Orange County Community College District

Purchase Order Ratification (Amount)

October 7, 2019 through October 24, 2019

PO #	Supplier	Location	Description	Amount
SN007481	CampusLogic, Inc.	SC	Financial Aid Communication, Verification and Tracking Software - FCCC Board Approved 06/25/18	210,900.00
P194708	CDW Government LLC	SC	Switches for AV Refresh Project - FCCC Board Approved 06/25/18	125,193.07
P194552	FHEG Saddleback College Bookstore	SC	Fall 2019 Bookstore Rental Fees for SC Promise Students – Cohort 2	101,072.92
P194503	GST	SC	Parts and Equipment for AV Refresh Project - FCCC Board Approved 06/25/18	97,150.42
P194707	CDW Government LLC	IVC	Technology Equipment for Health Center Building - FCCC Board Approved 06/25/18	80,176.72
P194553	FHEG Saddleback College Bookstore	SC	Fall 2019 Bookstore Rental Fees for SC Promise Students – Cohort 1	55,721.43
P194703	Division of the State Architect	SOCCCD	DSA Fees for New Connector Road & Parking Lot 5B - Task No. 5 for ATAS Building Project	43,750.00
P194633	Liberty Paper	SOCCCD	Paper for Warehouse Stores	27,968.40
P194509	Cambridge University Press	SC	Venture Workbooks for Adult Education	27,601.00
P194549	Knorr Systems, Inc.	SC	Swimming Pool Supplies	27,120.58
P194631	TrailersPlus	SC	Trailer for Automotive Department	21,523.27
P194469	YBP Library Services	SC	Blanket PO for Library Services Annual Book Orders	17,000.00
P194550	Pacwest Air Filter, LLC	SC	HVAC Supplies	16,613.32
P194515	Systems Source, Inc.	SC	Furniture for Career and Re-Entry Center	14,515.00
P194559	FHEG Saddleback College Bookstore	SC	Summer 2019 Bookstore Rental Fees for SC Promise Students – Cohort 1	13,870.22
P194554	McKesson, LLC	IVC	AED Cabinets and AED Difibrillators	12,741.44
P194511	SVM, LP	IVC	ARCO Gas Cards for EOPS Students	12,345.00
P194719	One Source Industries Promotions	SOCCCD	Promotional Items for Job Fairs	9,089.79
P194582	Southwest Offset Printing Company	SC	Printing for SC Emeritus Spring 2020 Schedule of Classes	8,879.34
P194721	CDW Government LLC	IVC	Microsoft Surface Laptops for Mathematics - FCCC Board Approved 06/25/18	8,536.25
P194637	BSN Sports LLC	IVC	Uniforms and Apparel for Golf	7,109.95
P194754	Division of the State Architect	IVC	DSA Fees for B100 Exterior Improvements Project	6,600.00
P194668	Pocket Nurse Enterprises, Inc.	SC	Supplies for Medical Assistant Strong Workforce Program	6,039.53
P194736	CDW Government LLC	SOCCCD	Replacement Monitors and Desktops for District IT - FCCC Board Approved 06/25/18	5,710.75
P194601	WAXIE Sanitary Supply	IVC	Custodial Products	5,681.98
P194504	Sehi Computer Products	SC	Laptops for Adult Education	5,625.80
P194555	Fisher Scientific Company, LLC	IVC	Equipment for Biology Lab Courses	5,430.49
P194671	Chefs' Toys	SC	Blanket PO for Advanced Technology & Applied Science and Culinary Arts Department Supplies	5,000.00
P194723	Repro Xpress	SOCCCD	Blanket PO for Blueprint Scanning and Copying	5,000.00

29 Purchase Orders \$5,000 and Above	983,966.67
289 Purchase Orders Under \$5,000	174,859.63
Total Purchase Orders	1,158,826.30



South Orange County Community College District

Check Ratification

October 7, 2019 through October 24, 2019

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	775	4,437,742.68
07 IVC Community Education	1	1,505.50
09 SC Community Education	16	27,008.54
12 Child Development	2	500.70
40 Capital Outlay	80	2,642,844.77
68 Self Insurance	4	3,653.73
71 Retiree Benefit	2	500,083.00
95 SC Associated Student Government	19	11,610.82
96 IVC Associated Student Government	25	23,971.86
Total	924	7,648,921.60

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Contracts

ACTION: Ratification

BACKGROUND

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

STATUS

From September 27, 2019 through October 17, 2019, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved 116 total contracts following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	34	≥\$5,000 to <\$200,000	\$654,694.15
B	7	\$ Zero Value	\$0.00
C	1	≥\$15,000 to <\$200,000	\$48,350.00
N/A	74	Under \$5,000	\$129,920.83
TOTAL	116		\$832,964.98

RECOMMENDATION

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



September 27, 2019 through October 17, 2019
Contracts with Values between \$5,000 and \$200,000
Board Date: November 18, 2019

<u>CONTRACTOR NAME</u>	<u>CONTRACT AMOUNT</u>
<u>Paul Coleman Consulting</u> Independent Contractor Agreement – To provide emergency preparedness consulting services for the college’s Emergency Operations Plan from 9/17/2019 to 12/31/2020. <div style="text-align: right;">Irvine Valley College</div>	\$60,000.00
<u>Silicon Valley Leadership Group Foundation</u> Professional Services Agreement – To provide career pathways development services in support of the National Science Foundation (NSF) INCLUDES Alliance: STEM Core Expansion funded program from 9/1/2019 to 8/31/2023. <div style="text-align: right;">Saddleback College</div>	\$50,000.00
<u>Dell Marketing L.P.</u> Professional Services Agreement – For onsite and remote Windows system configuration services to support computer labs from 9/30/2019 to 1/31/2020. <div style="text-align: right;">Irvine Valley College</div>	\$43,550.00
<u>Growth Sector Company, Inc.</u> Professional Services Agreement – To provide mentorship services for veteran students through the National Science Foundation (NSF) INCLUDES Alliance: STEM Core Expansion funded program from 7/10/2019 to 6/30/2021. <div style="text-align: right;">Saddleback College</div>	\$36,000.00
<u>Glacier Communications, Inc.</u> Professional Services Agreement – To provide digital advertising and social media campaigns to promote the college at local area high schools from 10/1/2019 to 6/30/2020. <div style="text-align: right;">Irvine Valley College</div>	\$31,800.00
<u>Vital Inspection Services, Inc.</u> DSA Inspection Services Agreement (Amend No. 1) – No-cost four month extension for Classroom Technology and Audio Video Refresh Project through 1/30/2020. <div style="text-align: right;">Irvine Valley College</div>	\$31,680.00
<u>Interact Communications, Inc.</u> Professional Services Agreement – To provide marketing services for the Campaign Tagline Research and Development Project from 10/1/2019 to 10/31/2019. <div style="text-align: right;">Saddleback College</div>	\$31,000.00

<u>MediaPro Holdings, LLC</u> Software License Agreement – Renewal of security awareness training software from 9/30/2019 to 9/29/2020. District Services	\$28,975.00
<u>Essence Entertainment</u> Independent Contractor Agreement (Amend No. 1) – To increase contract value by \$18,645 for additional musicians as needed for the 2019-2020 event season through 6/30/2020. Irvine Valley College	\$28,645.00
<u>D. Woolley & Associates, Inc.</u> Land Survey Services Agreement – To provide land surveyor services for the Saddleback College Gateway Building Project from 10/6/2019 to 12/7/2022. District Services	\$27,590.00
<u>PCM-G</u> Software License Agreement – Renewal of BeyondTrust security software from 9/28/2019 to 9/30/2020. District Services	\$24,627.00
<u>ThreeForks, Inc.</u> Professional Services Agreement – To provide system assessment of PowerFAIDS in Student Services division for future optimization, remote support, and use of reporting tools from 7/1/2019 to 6/30/2020. Saddleback College	\$23,500.00
<u>Spectrum Reach</u> Professional Services Agreement – To provide an eight-week television commercial campaign during 9/23/2019 through 1/19/2020. Irvine Valley College	\$20,000.00
<u>Maria E. Hutchinson Cervantes</u> Independent Contractor Agreement – To provide parenting classes for the Foster and Kinship Care Education (FKCE) program from 8/1/2019 to 7/31/2020. Saddleback College	\$15,000.00
<u>Stephen Henkle</u> Independent Contractor Agreement – To provide game worker services for athletic events from 8/24/2019 to 6/30/2022. Saddleback College	\$15,000.00
<u>Studio Three Sixty</u> Independent Contractor Agreement – To provide videography services for the Public Information Office (PIO) from 9/23/2019 to 9/22/2020. District Services	\$14,946.00
<u>Time and Alarm Systems</u> Field Services Agreement – To install Primex wireless clock systems in the IDEA Building from 10/18/2019 to 12/18/2019. Irvine Valley College	\$14,244.00

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

<u>Fallen Leaf Films</u> Independent Contractor Agreement – To provide video recording and production services for the Dual Enrollment program from 9/23/2019 to 6/30/2020. Saddleback College	\$14,085.00
<u>ZOHO Corporation</u> Software License Agreement – Renewal of network traffic analysis and directory auditing software from 6/22/2019 to 8/30/2020. Irvine Valley College and District Services	\$13,818.60
<u>Scott T. Andrews</u> Independent Contractor Agreement – To provide off-campus audio and visual services for the Emeritus program from 8/28/2019 to 6/30/2020. Saddleback College	\$13,818.00
<u>Shamrock Solutions, LLC</u> Software License Agreement – Renewal of Thales security software from 12/19/2019 to 12/18/2020. District Services	\$12,200.00
<u>ARS Enterprises, Inc.</u> Independent Contractor Agreement – To provide preventative maintenance of autoclaves in the Biology laboratories from 10/1/2019 to 9/30/2021. Saddleback College	\$11,000.00
<u>CDW Government, LLC</u> Software License Agreement – Annual renewal of Singlewire InformaCast emergency broadcast software from 11/10/2019 to 11/9/2020. District Services	\$11,000.00
<u>Pacific Road USA, Inc.</u> Educational Services Revenue Agreement – To receive customized training in paramedics and child development on 10/19/2019. Saddleback College	\$9,900.00 Revenue
<u>Davison & Moore, LLC</u> Fields Services Agreement – To remove existing carpet and replace with tiles at the Student Activity Center-Equity Inclusion Center from 9/27/2019 to 11/30/2019. Irvine Valley College	\$9,760.00
<u>City of Irvine</u> Professional Services Agreement – For advertisement in Inside Irvine publication from 9/27/2019 to 11/1/2020. Irvine Valley College	\$9,000.00
<u>Ninyo & Moore Geotechnical & Environmental Sciences Consultants</u> Environmental Consultant Survey Services Agreement – To provide environmental services for the Irvine Valley College Student Services Renovation Project from 9/13/2019 to 9/12/2020. District Services	\$8,400.00

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

<u>Economic Modeling, LLC</u> Software License Agreement – Renewal of Profile Analytics data application software from 8/6/2019 to 8/5/2020. Saddleback College	\$7,500.00
<u>Citrix Systems, Inc.</u> Software License Agreement – Renewal of network load balancing software from 10/2/2019 to 10/1/2020. Irvine Valley College	\$7,412.25
<u>Goodwill Industries of Orange County</u> Independent Contractor Agreement (Amend No. 1) – To increase contract value by \$1,000 from current agreement amount of \$6,000 for additional interpreting or captioning services through 6/30/2020. Irvine Valley College	\$7,000.00
<u>Allegorithmic</u> Software License Agreement – Renewal of Substance Painter texturing software for the School of the Arts from 10/12/2019 to 10/11/2020. Irvine Valley College	\$6,999.30
<u>Shaylene N. Garber</u> Guest Artist Services Agreement – To provide as-needed stage management services for Theatre Arts department productions from 9/25/2019 to 12/8/2020. Saddleback College	\$6,200.00
<u>Gallegos Construction, Inc.</u> Field Services Agreement (Change Order No. 1) – No-cost revision to extend term by four months for PE 306 Floor Replacement Project through 2/1/2020. Saddleback College	\$5,044.00
<u>Campus Concerts</u> Independent Contractor Agreement – To provide musicians for Music department events from 8/31/2019 to 6/30/2020. Irvine Valley College	\$5,000.00



September 27, 2019 through October 17, 2019
Contracts with Value of \$0
Board Date: November 18, 2019

<u>CONTRACTOR NAME</u>	<u>CONTRACT AMOUNT</u>
<u>Alvaka Networks</u> Internship Agreement – To provide work-related experience for students eligible for the Economic and Workforce Development Internship program from 9/23/2019 to 8/14/2020. Irvine Valley College	\$0.00
<u>City of Dana Point</u> Facility Use Agreement – Location use of Dana Point Community Center for Emeritus registration event on 11/21/2019. Saddleback College	\$0.00
<u>City of Laguna Hills</u> Facility Use Agreement – Location use of Laguna Hills Community Center for Emeritus program choir concert on 9/17/2019. Saddleback College	\$0.00
<u>City of Mission Viejo</u> Facility Use Agreement – Location use of Norman P. Murray Community and Senior Center for Emeritus classes from 1/13/2020 to 5/20/2020. Saddleback College	\$0.00
<u>San Clemente Presbyterian Church</u> Facility Use Agreement – Location use for Emeritus classes from 8/1/2019 to 7/31/2022. Saddleback College	\$0.00
<u>St. Jude Medical Center</u> Clinical Affiliation Agreement – To provide clinical site for students enrolled in the Medical Laboratory Technician program from 10/7/2019 to 8/14/2022. Saddleback College	\$0.00
<u>University of Southern California</u> Student Field Work Agreement – For external students to train with the ESL Department from 8/19/2019 to 12/18/2019. Irvine Valley College	\$0.00



September 27, 2019 through October 17, 2019

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

Board Date: November 18, 2019

Contractor Name / Description of Contract	Change Order # and Amount	Total Contract Amount	# of Contractors Solicited	# of Bids Received	Rationale for Award
<u>GDL Best Contractors, Inc.</u> Field Services Agreement – To remove and replace wall siding on the west wall of the AGB building. Saddleback College	N/A	\$48,350.00	285	2	Contract awarded to lowest responsive, responsible bidder.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Acceptance of the District, Saddleback College Foundation, Irvine Valley College Foundation, and Foundation for the South Orange County CCD Annual Audit/Review Reports: FY 2018-2019

ACTION: Review

BACKGROUND

California Education Code Section 84040 requires that an annual audit of all District funds be made by a Certified Public Accountant or a Public Accountant licensed by the California Board of Accountancy. Title 5, California Code of Regulations, Section 59104, further requires that the governing board of each community college district review the annual audit at a regularly scheduled public meeting.

STATUS

The Board of Trustees employed the firm of CliftonLarsonAllen, LLP, to conduct an audit of the District (EXHIBIT A), the Saddleback College Foundation (EXHIBIT B), the Irvine Valley College Foundation (EXHIBIT C), and a review of the Foundation for the South Orange County CCD (EXHIBIT D) funds for FY 2018-2019. The general purpose financial statements with accompanying audit/review reports have been completed and are being submitted to the college Foundation Boards, as well as to the members of the Board of Trustees.

The auditors issued an unmodified opinion for the District FY 2018-2019 financial statements with no financial findings and three findings related to Federal awards. The colleges have developed corrective action plans to address the deficiencies noted.

The Foundations are considered component units of the District and are included through discrete presentation in the District's audit report. The Audit Committee as well as Foundation Directors, and staff had the opportunity to meet with the auditors before the final version of the reports were finalized.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the District, the Saddleback College Foundation, the Irvine Valley College Foundation, and the Foundation for the South Orange County CCD FY 2018-2019 audit/review reports as presented in EXHIBITS A through D.

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

**REPORT ON AUDIT OF FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
INCLUDING REPORTS ON COMPLIANCE
June 30, 2019**

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

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June 30, 2019

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

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CliftonLarsonAllen LLP
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INDEPENDENT AUDITOR'S REPORT

Board of Trustees
South Orange County Community College District
Mission Viejo, California

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities, the fiduciary activities and the aggregate discretely presented component units of the South Orange County Community College District (the District) as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the entity's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities, the fiduciary activities, and the aggregate discretely presented component units, of the South Orange County Community College District as of June 30, 2019, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, required supplementary information schedules as listed in the aforementioned table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

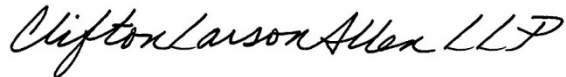
Our audit was conducted for the purpose of forming an opinion on the District's financial statements as a whole. The supplementary information, including the schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary section, including the schedule of expenditures of federal awards, is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the

supplementary section, including the schedule of expenditures of federal awards, is fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated October 28, 2019 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP

Glendora, California

October 28, 2019

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

INTRODUCTION TO THE BASIC FINANCIAL STATEMENTS

The South Orange County Community College District serves over 60,000 students who attend Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Due to prudent management and conservative fiscal policies, our District is prepared for challenging budget times by maintaining reserves, retiring debt, fully funding the retiree health benefit liability, and implementing efficiencies throughout all operations. Strategic planning, investments in technology and increasing online services to students ensure we can meet the current and growing demands of transfer to four-year colleges, workforce training, career technical preparation, and basic skills. Over 3,000 employees in the South Orange County Community College District are committed to providing the best educational foundation possible for our students with respect for taxpayers. We invite you to learn more about us and our services to students and the community at www.socccd.edu.

ACCOUNTING STANDARDS

In June 1999, the Governmental Accounting Standards' Board (GASB) released Statement No. 34, "Basic Financial Statement and Management's Discussion and Analysis for State and Local Governments," which changed the reporting format for annual financial statements. In November 1999, GASB released Statement No. 35, "Basic Financial Statement and Management's Discussion and Analysis for Public Colleges and Universities," which applies these reporting standards to public colleges and universities. The South Orange County Community College District continues to present its financial statements in this reporting format.

The following management's discussion and analysis provides an overview of the financial position and activities of the South Orange County Community College District's Financial Report as of and for the year ended June 30, 2019. The report includes three basic financial statements that provide information on the District as a whole:

The Statement of Net Position
The Statement of Revenues, Expenses and Changes in Net Position
The Statement of Cash Flows

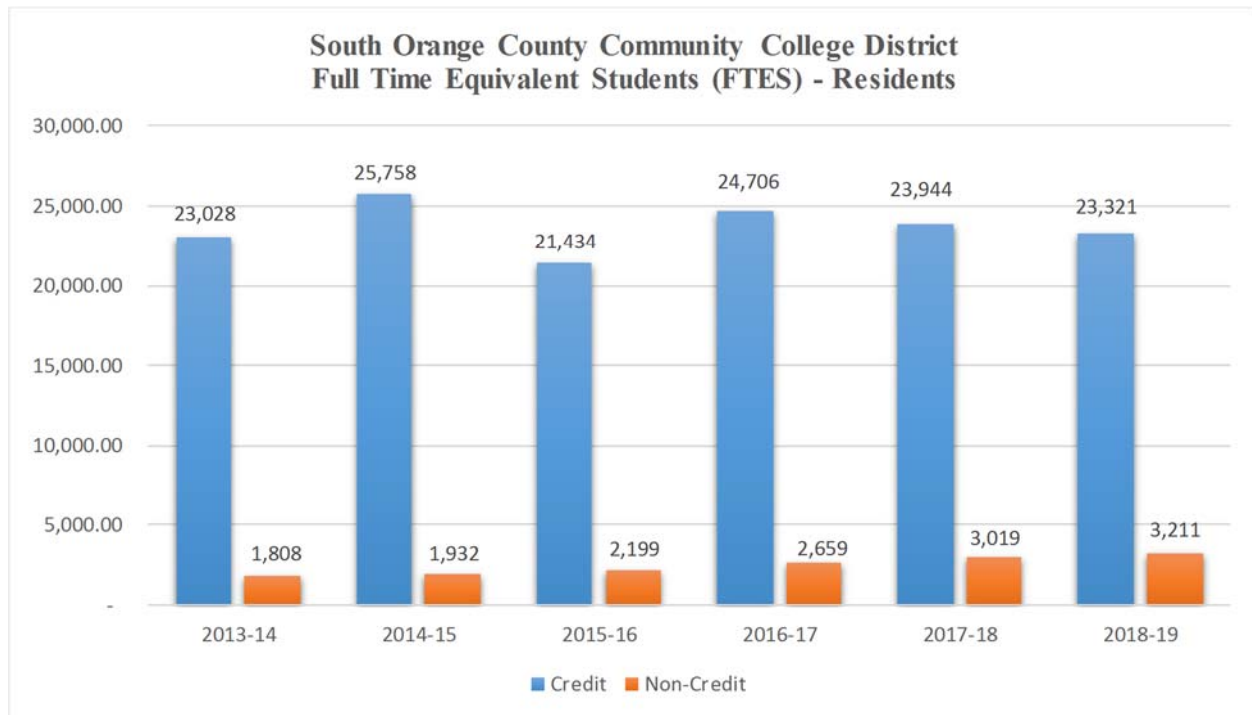
Each of these statements will be reviewed and significant events discussed. The previous year's financial information is also provided for comparison.

FINANCIAL AND ENROLLMENT HIGHLIGHTS

The District ended the year with a strong fund balance. The ability to maintain a prudent reserve of 7.5% affords cash flow stability for the District without external borrowing. Property taxes continue to provide a reliable revenue source that allows the District some protection from state budget cuts and forced workload reductions.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

Reported resident enrollments at the colleges decreased slightly in fiscal year 2018-2019 by 1.6% from the prior year. This is primarily the result of a reduction in class offerings to improve productivity. A history of reported resident student enrollments is provided below.



Non-resident enrollment remained relatively flat in fiscal year 2018-19. In fiscal year 2017-18 the District reported 1,662 FTES and in fiscal year 2018-19 it decreased slightly to 1,655 FTES.

STATEMENT OF NET POSITION

The Statement of Net Position presents information on the District's assets, deferred outflows of resources, liabilities, deferred inflows of resources and net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

	<u>2019</u>	<u>2018</u>	<u>Net Change</u>
Assets			
Current assets	\$465,556,375	\$427,122,770	\$38,433,605
Non-current assets	<u>411,548,941</u>	<u>390,494,427</u>	<u>21,054,514</u>
Total Assets	<u>877,105,316</u>	<u>817,617,197</u>	<u>59,488,119</u>
 Deferred Outflows of Resources	 <u>59,566,221</u>	 <u>63,782,101</u>	 <u>(4,215,880)</u>
 Liabilities			
Current liabilities	68,276,129	67,283,786	992,343
Non-current liabilities	<u>221,847,232</u>	<u>224,614,804</u>	<u>(2,767,572)</u>
Total Liabilities	<u>290,123,361</u>	<u>291,898,590</u>	<u>(1,775,229)</u>
 Deferred Inflows of Resources	 <u>25,319,601</u>	 <u>17,426,629</u>	 <u>7,892,972</u>
 Net Position			
Net investment in capital assets	402,774,316	384,476,461	18,297,855
Restricted	98,030,834	68,467,051	29,563,783
Unrestricted	<u>120,423,425</u>	<u>119,130,567</u>	<u>1,292,858</u>
Total Net Position	<u><u>\$621,228,575</u></u>	<u><u>\$572,074,079</u></u>	<u><u>\$49,154,496</u></u>

Assets

Total Assets increased approximately \$59 million, a percentage increase of 7%. The major changes affecting total assets are listed below:

- Current assets increased approximately \$38 million. This was due primarily to an increase in cash for property tax revenues and an increase in the value of the District's investments in the OPEB Retiree Health Benefit Liability Trust.
- Non-current assets increased \$21 million over the prior year primarily due to increases in capital assets and construction in progress for projects such as the Irvine Valley College Health Center/Concessions Building and the Saddleback College Stadium.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

Liabilities

Total liabilities remained relatively flat with a slight decrease of approximately \$2 million. The major changes affecting total liabilities are listed below:

- Current liabilities increased approximately \$1 million. Accounts payable increased \$406 thousand for capital outlay projects. Deferred revenue increased by \$480 thousand for the state Strong Workforce funding.
- Non-current liabilities decreased by \$2.8 million as a result of a decrease of \$825 thousand in the Net Pension Liability and a decrease of \$1.9 million for the Early Retirement Incentive program.

Deferred Outflows/Deferred Inflows of Resources

In addition to assets, the District will report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the District will report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time.

Pursuant to GASB Statement No. 68, *Accounting and Financial Reporting for Pensions—an amendment of GASB Statement No. 27*, the District recognized deferred outflows and inflows of resources related to pensions in the District-wide financial statements. Refer to Note 9 for the District's deferred outflows and inflows of resources related to pensions.

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION

The Statement of Revenues, Expenses and Changes in Net Position presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported when the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will result in cash flows in future fiscal periods, such as revenues pertaining to receivables and expenses pertaining to earned, but unused, compensated balances.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

Operating Revenues	2019	2018	\$ Change	% Change
Student tuition and fees	\$ 49,350,557	\$ 50,928,734	\$ (1,578,177)	-3.10%
Less: scholarship discount & allowance	(11,995,187)	(12,557,394)	562,207	-4.48%
Net tuition & fees	37,355,370	38,371,340	(1,015,970)	-2.65%
Grants and contracts, noncapital:				
Federal	3,158,710	2,277,346	881,364	38.70%
State	45,620,855	27,834,639	17,786,216	63.90%
Local	3,081,697	2,799,122	282,575	10.1%
Subtotal	51,861,262	32,911,107	18,950,155	57.58%
Total Operating Revenues	89,216,632	71,282,447	17,934,185	25.16%
Operating Expenses				
Salaries	147,204,729	144,591,564	2,613,165	1.81%
Benefits	84,132,012	76,865,240	7,266,772	9.45%
Supplies, materials, & other operating expenses	42,289,316	30,571,415	11,717,901	38.33%
Financial aid	28,624,044	27,418,161	1,205,883	4.40%
Utilities	4,863,601	4,447,023	416,578	9.37%
Depreciation	24,103,438	23,672,801	430,637	1.82%
Total Operating Expenses	331,217,140	307,566,204	23,650,936	7.69%
Operating Loss	(242,000,508)	(236,283,757)	(5,716,751)	2.42%
Non-operating Revenues (Expenses)				
State apportionment, non-capital	7,573,569	5,715,886	1,857,683	32.50%
Local property taxes	222,994,926	211,200,521	11,794,405	5.58%
Federal grants and contracts, noncapital	22,545,208	23,083,397	(538,189)	-2.33%
State taxes & other revenues	15,718,074	14,794,120	923,954	6.25%
Investment income(loss) - noncapital	7,164,017	1,798,977	5,365,040	298.23%
Total Non-operating Revenues (Expenses)	275,995,794	256,592,901	19,402,893	7.56%
Income Before Other Revenues, Expenses, Gains and (Losses)	33,995,286	20,309,144	13,686,142	67.39%
Other Revenues, Expenses, Gains and (Losses)				
State apportionments, capital	-	1,872,838	(1,872,838)	-100.00%
Local revenues, grants and gifts, capital	12,651,684	12,469,026	182,658	1.46%
Interest and investment income, capital	2,507,526	2,851,900	(344,374)	-12.08%
Loss on disposal of equipment	-	(245,834)	245,834	-
Total Other Revenues, Expenses, Gains and (Losses)	15,159,210	16,947,930	(1,788,720)	-10.55%
Change in Net Position	49,154,496	37,257,074	11,897,422	31.93%
Net Position - Beginning	572,074,079	534,817,005	37,257,074	6.97%
Net Position - Ending	\$ 621,228,575	\$ 572,074,079	\$ 49,154,496	8.59%

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

Operating Revenues

Total Operating Revenues increased by approximately \$18 million, an increase of 25%.

- Net tuition and fees experienced a decrease of \$1 million, approximately 3%. Fee revenue decreased by \$1.6 million and scholarship discounts and allowances decreased by \$562 thousand primarily as a result of lower enrollments.
- Non capital grants and contracts increased \$19 million, an increase of 58%. Factors contributing to this include an \$8.3 million increase in state funds such as Instructional Equipment, Strong Workforce, California College Promise, and Student Success, and a \$9.9 million increase in state pension contributions.

Operating Expenses

Total Operating Expenses increased by 7.7%, approximately \$24 million. Items of significance affecting the changes include:

- Salaries and benefits increased by approximately \$9.9 million, an increase of 11%. Salaries increased by \$2.6 million (2%) as a result of negotiated salary adjustments. Benefits increased by \$7.3 million (9%) due to higher salaries, pension contribution rates and benefit premiums.
- Supplies, materials and other operating expenses increased by \$11.7 million, an increase of 38%. The increase is primarily from higher non-capitalized project costs.
- Financial aid increased by \$1.2 million (4%) due to additional Student Success and California Promise state grants.
- Depreciation increased by \$430 thousand (2%) due to new buildings and other capital assets coming on-line.

Non-Operating Revenues (Expenses)

Non-Operating Revenues increased by \$19 million (8%) primarily due to the net effect of the following:

- Non-capital State apportionment increased by \$1.8 million, a 33% increase. This is mostly due to additional state funding for full-time and part-time faculty.
- The 6% increase of \$11.8 million in local property tax reflects the moderate growth trend of the local property tax base.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

- Non-capital Federal grants and contracts decreased by \$538 thousand (2%) primarily due to a reduction in disbursements of federal student financial aid.
- State taxes and other revenues increased \$924 thousand (6%) due to increased state resources for the state teachers' pension plan.
- Investment income significantly increased by \$5.4 million, an increase of almost 300%, due to improved earnings and a higher market value at June 30, 2019

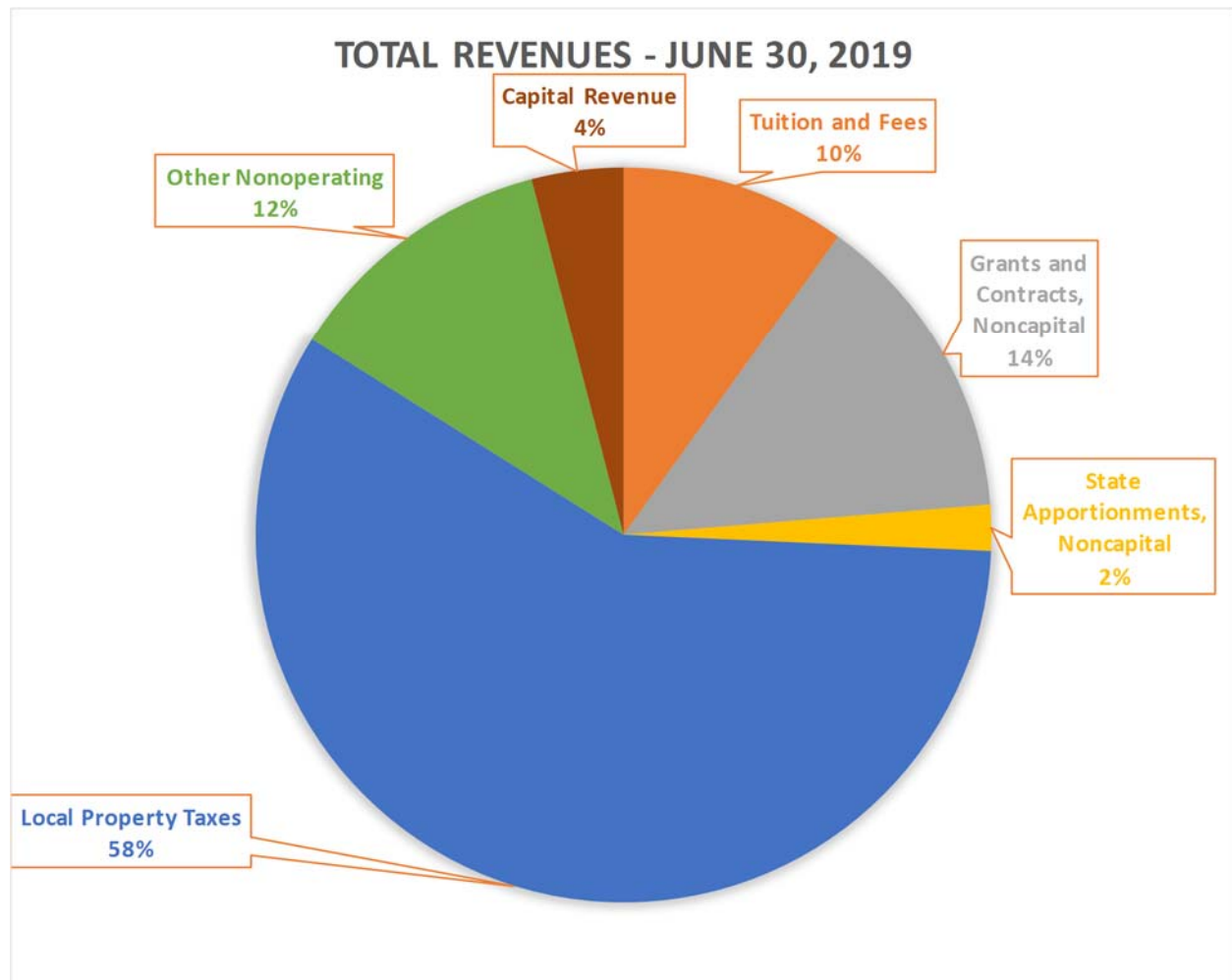
Capital contributions

Capital contributions decreased by 11%, approximately \$1.8 million.

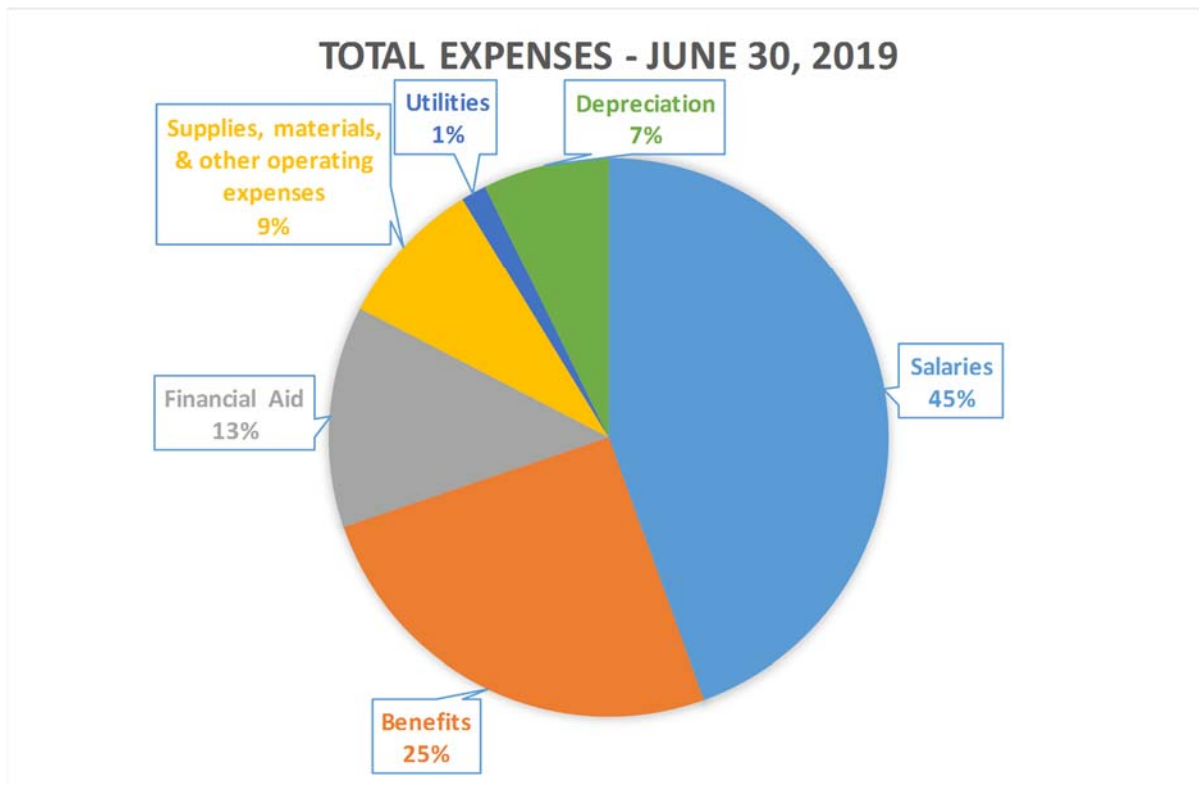
- State apportionments for capital decreased \$1.8 million due to the receipt of funds for one-time Proposition 39 energy efficiency projects in the prior year.
- Local revenues for capital increased by \$182 thousand due to additional property tax funds from the prior redevelopment agencies.
- Interest and investment income for capital decreased \$344 thousand (12%) due to smaller cash balances for capital outlay.

The following two pie charts depict the breakdown and percentages of the major components in Total Revenues and Total Expenses as of June 30, 2019.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**



District's Fiduciary Responsibility

The District is the trustee, or fiduciary, for certain amounts held on behalf of students, clubs, and donors for student loans and scholarships. The District's fiduciary activities are reported in a separate statement of fiduciary net position. These activities are excluded from the District's other financial statements because these assets cannot be used to finance operations. The District is responsible for ensuring that the assets reported in these funds are used for their intended purposes.

STATEMENT OF CASH FLOWS

The Statement of Cash Flows provides information about cash receipts and cash payments during the fiscal year. This statement also helps users assess the District's ability to generate net cash flows, its ability to meet its obligations as they come due, and its need for external financing.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

	(in thousands)		
	<u>2019</u>	<u>2018</u>	<u>Change</u>
Cash Provided By (Used in)			
Operating activities	\$ (209,455,111)	\$ (190,264,238)	-10%
Noncapital financing activities	281,215,937	267,340,828	5%
Capital and related financing activities	(44,828,622)	(35,006,940)	-28%
Investing activities	<u>12,909,325</u>	<u>(5,030,711)</u>	<u>357%</u>
Net change in cash and cash equivalents	39,841,529	37,038,939	8%
Cash balance, beginning of year	350,484,382	313,445,443	12%
Cash balance, end of year	<u>\$ 390,325,911</u>	<u>\$ 350,484,382</u>	<u>11%</u>

Operating activities

Cash receipts from operating activities consists of grants, contracts, tuition and fees, while outlays include payment of salaries, benefits, supplies, services, contracts, scholarships and financial aid.

Net cash used by operating activities increased by \$19 million (10%) primarily for payments to/on-behalf of employees and payments to suppliers.

Noncapital financing activities

Property taxes are the main source of receipts for noncapital financial activities. Net cash provided by noncapital activities increased by \$14 million (5%) and is consistent with the growth in the property tax base.

Capital and related financing activities

Net cash used by capital and related financing activities increased by \$10 million (28%) due to higher expenditures for construction projects.

Investing activities

Net cash provided by investing activities increased by \$18 million from the prior year. In FY 2017-2018, the District made a deposit of \$12.6 million to the Pension Stabilization Trust that was used to purchase additional investments for that year with no corresponding deposit in FY 2018-2019. Interest on investments increased by \$4.5 million over the prior year.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

As of June 30, 2019, the District had approximately \$403 million invested in net capital assets. Total capital assets of \$635 million consist of land, construction in progress, buildings and improvements, vehicles, data processing equipment, and other office equipment. These assets have accumulated depreciation of \$232 million. In fiscal year 2018-2019, there were net capital asset additions in the amount of \$42 million, which includes costs for the Irvine Valley College Health Center/Concession building and the Saddleback College Stadium, and net depreciation expense of \$24 million.

Note 5 to the financial statements provides additional information on capital assets. A comparison of capital assets net of depreciation is summarized below:

	<u>2019</u>	<u>2018</u>	<u>Net Change</u>
Land, Artwork and construction in progress	\$ 132,533,426	\$ 125,094,529	\$ 7,438,897
Buildings, site improvements and equipment	502,548,108	467,604,568	34,943,540
Accumulated depreciation	<u>(232,307,218)</u>	<u>(208,222,636)</u>	<u>(24,084,582)</u>
Total Capital Assets	<u><u>\$ 402,774,316</u></u>	<u><u>\$ 384,476,461</u></u>	<u><u>\$ 18,297,855</u></u>

Debt

At June 30, 2019, the District had \$224 million in debt, a decrease of \$3 million. The major portion of the decrease is related to the early retirement incentive offered in 2017. Note 11 provides additional information on long-term liabilities. A comparison is summarized herein:

	<u>2019</u>	<u>2018</u>	<u>Net Change</u>
Compensated absences	\$ 5,492,042	\$ 5,532,981	\$ (40,939)
Claims liability	571,546	554,637	16,909
Early retirement incentive	5,507,117	7,420,610	(1,913,493)
Proportionate Share of Medicare Premiums	156,973	185,111	(28,138)
Net pension liability	<u>212,699,935</u>	<u>213,524,507</u>	<u>(824,572)</u>
Total Long-Term Liabilities	<u><u>\$ 224,427,613</u></u>	<u><u>\$ 227,217,846</u></u>	<u><u>\$ (2,790,233)</u></u>

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

ECONOMIC OUTLOOK AND FACTORS AFFECTING NEXT YEAR'S BUDGET

In FY 2018-2019, the state implemented the Student Centered Funding Formula (SCFF) that incorporates funding for student enrollments (base allocation), low income students (supplemental allocation), and completion metrics (student success incentive allocation). The fiscal year 2019-2020 state budget for community colleges made revisions to the new SCFF. The most significant changes include locking in the split between the three categories (70%, 20%, 10%, respectively), using a three-year average for the student success metrics, only funding the highest award a student earns in the same year, and limiting which districts can count a transfer student. The funding included a 3.26% cost of living adjustment (COLA) and 0.55% for growth funding statewide. The District's calculated growth rate is 0.5%, although the colleges are not expected to grow above current funding levels.

Since the District does not receive general apportionment funds from the state, and in order to have time to evaluate the impact of the new SCFF, the District chose to delay implementation of the new SCFF until fiscal year 2019-2020. The funding formula includes a hold-harmless provision through fiscal year 2021-2022 that guarantees prior formula funding plus annual COLA. For fiscal year 2019-2020, the District fell into the hold-harmless provision by \$3 million.

The District has been identified as a "locally funded" district since fiscal year 1999-2000, meaning its primary source of revenue comes from local property taxes, not state apportionment. The fiscal year 2019-2020 adopted budget assumes an increase in property tax revenue of 3.5% over fiscal year 2018-2019 actual receipts. This assumption is based on prior years' history and conservative estimations provided by the county auditor/controller's office. Property tax receipts have been a stable revenue source with moderate growth in recent years. The District continues to experience sufficient revenue to maintain funding of the colleges and allow for future capital projects. Excess funds over what would be received from the state funding formula are used to pay for long-term debt, one-time expenditures, and capital outlay needs.

State funding was also approved for new capital outlay projects funded by Proposition 51. The District has two funded projects: Saddleback College Gateway Building and Irvine Valley College Fine Arts Complex. State funding will cover approximately 50% of the costs.

The state budget continues to provide increased funding for student services including funds for veteran's services, guided pathways, and California college promise programs. Funds were also provided for scheduled maintenance and instructional equipment.

The most recent actuarial valuation study was completed for the District's other post-employment benefits (OPEB) liability in January 2019. Based on a discount rate of 6%, the actuarial accrued liability is approximately \$659 thousand. The District has budgeted sufficient funds to cover the liability and meet the actuarially determined contribution for fiscal year 2019-2020. The next actuarial valuation study is scheduled to be completed in January 2020.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

Due to a change in accounting standards in GASB 75, an additional actuarial report is completed for OPEB with a measurement date of June 30. This report uses the same employee data as the January report to project the liability as of June 30. Then the current asset data from our trust account as of June 30 is used to produce an updated net asset or liability as of June 30. For additional information about the OPEB liability and funding, please refer to Note 10 of the financial statements.

The state pension plans are currently underfunded and employer rates are anticipated to continue to increase over the next several years. The state budget included a \$2.8 billion investment in the unfunded pension liabilities, which lowered the expected employer rates for fiscal year 2019-2020. The resulting STRS rate increased from 16.28% to 17.1% and the PERS rate increased from 18.062% to 19.721% over fiscal year 2018-2019. The District created a Pension Stability Trust to pre-fund the increased costs anticipated through fiscal year 2021-2022.

REQUEST FOR INFORMATION

The financial report is designed to provide a general overview of the District's finances. Questions concerning this report or requests for additional financial information should be addressed to the South Orange County Community College District, Office of the Executive Director of Fiscal Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635.

BASIC FINANCIAL STATEMENTS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STATEMENT OF NET POSITION
June 30, 2019**

	Primary Government	Component Units
<u>Assets</u>		
Current Assets:		
Cash and cash equivalents	\$ 390,325,911	\$ 443,986
Investments	59,430,168	2,874,232
Accounts receivable, net	12,361,161	46,574
Inventory	54,343	-
Prepaid expenses	3,228,804	90,199
Due from component units	109,915	-
Due from fiduciary funds	46,073	-
Total Current Assets	<u>465,556,375</u>	<u>3,454,991</u>
Non-Current Assets:		
Contributions receivable, net of discount	-	1,150,150
OPEB asset	8,774,625	-
Investments, at fair value	-	9,690,902
Capital assets, net of accumulated depreciation	<u>402,774,316</u>	<u>-</u>
Total Non-Current Assets	<u>411,548,941</u>	<u>10,841,052</u>
Total Assets	<u>877,105,316</u>	<u>14,296,043</u>
<u>Deferred Outflows of Resources</u>		
Deferred outflows - OPEB	1,115,455	-
Deferred outflows - pension	<u>58,450,766</u>	<u>-</u>
Total Deferred Outflows of Resources	<u>59,566,221</u>	<u>-</u>
Total Assets and Deferred Outflows of Resources	<u>\$ 936,671,537</u>	<u>\$ 14,296,043</u>

See accompanying notes to the financial statements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STATEMENT OF NET POSITION
June 30, 2019**

	Primary Government	Component Units
<u>Liabilities</u>		
Current Liabilities:		
Accounts payable	\$ 18,316,073	\$ 45,470
Accrued liabilities	9,300,419	-
Unearned revenue	38,079,256	-
Due to primary government	-	109,915
Current portion of long term liabilities	2,580,381	-
Total Current Liabilities	68,276,129	155,385
Non-Current Liabilities:		
Non-current portion of long term liabilities	221,847,232	-
Total Non-Current Liabilities	221,847,232	-
Total Liabilities	290,123,361	155,385
<u>Deferred Inflows of Resources</u>		
Deferred inflows - OPEB	8,150,339	-
Deferred inflows - pensions	17,169,262	-
Total Deferred Inflows of Resources	25,319,601	-
<u>Net Position</u>		
Net investment in capital assets	402,774,316	-
Restricted for:		
Capital projects	85,300,966	-
Scholarship and loans	10,725	-
Other special purposes	9,430,717	-
Restricted - nonexpendable	3,288,426	-
Donor restricted	-	13,567,572
Unrestricted	120,423,425	573,086
Total Net Position	621,228,575	14,140,658
Total Liabilities, Deferred Inflows of Resources and Net Position	\$ 936,671,537	\$ 14,296,043

See accompanying notes to the financial statements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION
For the Fiscal Year Ended June 30, 2019**

	Primary Government	Component Units
Operating Revenues		
Tuition and fees (gross)	\$ 49,350,557	\$ -
Less: Scholarship discounts and allowances	(11,995,187)	-
Net tuition and fees	37,355,370	-
Grants and contracts, non-capital:		
Federal	3,158,710	-
State	45,620,855	-
Local	3,081,697	3,335,008
Total Operating Revenues	<u>89,216,632</u>	<u>3,335,008</u>
Operating Expenses		
Salaries	147,204,729	730,518
Employee benefits	84,132,012	151,975
Supplies, materials, and other operating expenses and services	42,289,316	2,521,507
Financial aid	28,624,044	-
Utilities	4,863,601	-
Depreciation	24,103,438	-
Total Operating Expenses	<u>331,217,140</u>	<u>3,404,000</u>
Operating Income (Loss)	<u>(242,000,508)</u>	<u>(68,992)</u>
Non-Operating Revenues (Expenses)		
State apportionments, non-capital	7,573,569	-
Local property taxes	222,994,926	-
Federal grants and contracts, non-capital	22,545,208	-
States taxes and other revenue	15,718,074	-
Interest and investment income, non-capital	7,164,017	475,276
Total Non-Operating Revenues (Expenses)	<u>275,995,794</u>	<u>475,276</u>
Income Before Other Revenues, Expenses, Gains and (Losses)	<u>33,995,286</u>	<u>406,284</u>
Other Revenues, Expenses, Gains and (Losses)		
Interest and investment income, capital	2,507,526	-
Local revenues, grants and gifts, capital	12,651,684	-
Total Other Revenues, Expenses, Gains and (Losses)	<u>15,159,210</u>	<u>-</u>
Changes in Net Position	<u>49,154,496</u>	<u>406,284</u>
Net Position, Beginning of Year	572,074,079	13,669,011
Restatement for correction of errors	-	65,363
Net Position, Beginning of Year After Restatement	<u>572,074,079</u>	<u>13,734,374</u>
Net Position, End of Year	<u>\$ 621,228,575</u>	<u>\$ 14,140,658</u>

See accompanying notes to the financial statements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STATEMENT OF CASH FLOWS
For the Fiscal Year Ended June 30, 2019**

	Primary Government	Component Units
Cash Flows From Operating Activities		
Tuition and fees	\$ 37,640,445	\$ -
Federal grants and contracts	1,645,219	-
State grants and contracts	45,345,418	-
Local grants and contracts	3,039,774	1,936,687
Sales	2,884,998	259,369
Payments to suppliers	(46,519,400)	(1,293,441)
Payments to/on-behalf of employees	(224,644,964)	(626,456)
Payments to/on-behalf of students	(28,624,044)	(735,404)
Other miscellaneous payments	(222,557)	-
Net cash provided (used by) operating activities	(209,455,111)	(459,245)
Cash Flows From Non-Capital Financing Activities		
State apportionments and receipts	7,573,569	-
Property taxes	222,727,402	-
Grants and gifts for other than capital purposes	38,263,282	-
State tax and other revenues	12,651,684	-
Net cash provided by non-capital financing activities	281,215,937	-
Cash Flows From Capital and Related Financing Activities		
State apportionment for capital purposes	(2,404,668)	-
Local revenue, grants and gifts for capital purposes	(22,661)	-
Net purchases of capital assets	(42,401,293)	-
Net cash used by capital and related financing activities	(44,828,622)	-
Cash Flows from Investing Activities		
Interest on investments	9,108,163	373,109
Proceeds from sale of investments	10,188,805	(5,753,183)
Purchase of investments	(6,387,643)	5,794,573
Net cash provided by investing activities	12,909,325	414,499
Net Change in Cash and Cash Equivalents	39,841,529	(44,746)
Cash Balance - Beginning of Year	350,484,382	488,732
Cash Balance - End of Year	\$ 390,325,911	\$ 443,986

See accompanying notes to the financial statements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STATEMENT OF CASH FLOWS
For the Fiscal Year Ended June 30, 2019**

**RECONCILIATION OF OPERATING INCOME (LOSS) TO
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES**

	Primary Government	Component units
Cash Used by Operating Activities		
Operating income (loss)	\$ (242,000,508)	\$ (68,992)
Adjustments to reconcile operating income (loss) to net cash provided (used) by operating activities:		-
Depreciation expense	24,103,438	-
Amortization of discount - present value contributions	-	(65,676)
Changes in assets and liabilities:		
Receivables, net	(2,045,890)	23,079
Inventory	(24,137)	-
Prepaid expense	230,136	(36,373)
Due from component units and fiduciary funds	277,557	-
Deferred outflows of current year pensions	4,215,880	-
Accounts payable	427,518	(158,771)
Accrued liabilities	(3,962,523)	(161,942)
Net pension liabilities	(824,572)	-
Unearned revenue	2,884,998	(116)
Trust account liabilities	(366,782)	-
Compensated absences	(766,167)	-
Amounts held in trust for others	-	9,546
OPEB asset	(2,756,659)	-
Estimated liability for open claims and IBNR's	16,909	-
Supplemental employee retirement plan	2,875,937	-
Deferred inflows of pension plans and OPEB	7,892,972	-
Net cash used by operating activities	<u>\$ (209,455,111)</u>	<u>\$ (459,245)</u>

See accompanying notes to the financial statements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STATEMENT OF FIDUCIARY NET POSITION
June 30, 2019**

	Associated Student Government Trust Funds
<u>Assets</u>	
Cash and cash equivalents	\$ 325,726
Investments	82,295
Prepaid expense	13,710
Accounts receivable	419,777
Total Assets	\$ 841,508
<u>Liabilities</u>	
Accounts payable	\$ 23,834
Due to District	46,073
Deferred revenue	139,674
Funds held in trust	95,613
Total Liabilities	305,194
<u>Net Position</u>	
Unrestricted	536,314
Total Net Position	536,314
Total Liabilities and Net Position	\$ 841,508

See accompanying notes to the financial statements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
For the Fiscal Year Ended June 30, 2019**

	Associated Student Government Trust Funds
Additions	
Sales and other local revenues	\$ 1,162,573
Interest income	1,957
Total Additions	<u>1,164,530</u>
Deductions	
Salaries	190,163
Benefits	22,620
Supplies and materials	79,050
Other operating expenses and services	555,636
Capital outlay	5,883
Student financial aid	110,478
Total Deductions	<u>963,830</u>
Net Changes in Net Position	200,700
Net Position, Beginning of Year	<u>335,614</u>
Net Position, End of Year	<u>\$ 536,314</u>

See accompanying notes to the financial statements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STATEMENT OF PLAN NET POSITION
June 30, 2019**

	Retiree Health Benefit (OPEB) Trust
<u>Assets</u>	
Investments	\$ 123,157,480
Total Assets	<u>\$ 123,157,480</u>
<u>Liabilities</u>	
Accounts payable	\$ 175,265
Total Liabilities	<u>175,265</u>
<u>Net Position</u>	
Restricted - nonspendable	<u>122,982,215</u>
Total Net Position	<u>122,982,215</u>
Total Liabilities and Net Position	<u>\$ 123,157,480</u>

See accompanying notes to the financial statements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**STATEMENT OF CHANGES IN PLAN NET POSITION
For the Fiscal Year Ended June 30, 2019**

	Retiree Health Benefit (OPEB) Trust
Additions	
Interest income	\$ 6,008,875
Other local revenue	<u>5,995,581</u>
Total Additions	<u>12,004,456</u>
Deductions	
Benefits	5,061,064
Other operating expenses and services	<u>391,097</u>
Total Deductions	<u>5,452,161</u>
Net Changes in Net Position	6,552,295
Net Position, Beginning of Year	<u>116,429,920</u>
Net Position, End of Year	<u>\$ 122,982,215</u>

See accompanying notes to the financial statements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

South Orange County Community College District (District) is the level of government primarily accountable for activities related to public education. The governing authority consists of elected officials who, together, constitute the Board of Trustees.

The District considered its financial and operational relationships with potential component units under the reporting entity definition of Governmental Accounting Standards Board (GASB). The basic, but not the only, criterion for including another organization in the District's reporting entity for financial reports is the ability of the District's elected officials to exercise oversight responsibility over such agencies. Oversight responsibility implies that one entity is dependent on another and a financial benefit or burden relationship is present and that the dependent unit should be reported as part of the other.

Oversight responsibility is derived from the District's power and includes, but is not limited to: financial interdependency; selection of governing authority; designation of management; ability to significantly influence operations; and accountability for fiscal matters.

Due to the nature and significance of their relationship with the District, including ongoing financial support of the District or its other component units, certain organizations warrant inclusion as part of the financial reporting entity. A legally separate, tax-exempt organization should be reported as a component unit of the District if all of the following criteria are met:

- The economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the District, its component units, or its constituents.
- The District, or its component units, is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization.
- The economic resources received or held by an individual organization that the District, or its component units, is entitled to, or has the ability to otherwise access, are significant to the District.

Based upon the application of the criteria listed above, the Facilities Corporation 2011 of the South Orange County Community College District (Corporation) would be included in the District's reporting entity as a blended component unit. The Corporation has been dissolved in fiscal year 2018-19.

Based upon the application of the criteria listed above, the following potential component units have been included in the District's reporting entity:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Foundation for the South Orange County Community College District, Saddleback College Foundation, and Irvine Valley College Foundation: The Foundations are separate not-for-profit corporations formed to promote and assist the educational programs of the District. The Board of Governors are appointed independent of any District Board of Trustee's elections. The Boards are responsible for their own accounting and finance related activities; however, the District's governing board has fiscal responsibility over the Foundations. The financial activities of the Foundations, excluding the Foundation for the South Orange County Community College District, have been discretely presented; the management has deemed the Foundation for the South Orange County Community College District to not be a component unit as defined by GASB. Separate financial statements for the Foundations may be obtained through the District.

Based upon the application of the criteria above, the Advanced Technology and Education Park Foundation (Foundation) would be included in the District's reporting entity as a discretely presented component unit. The Foundation was dissolved in fiscal year 2018-19.

Retiree Health Benefit OPEB Trust (the Trust): The Trust is an irrevocable governmental trust pursuant to Section 115 of the Internal Revenue Code for the purpose of funding certain post-employment benefits other than pensions. The Trust Board of Authority comprised of the Vice Chancellor of Business Services, Vice Chancellor of Human Resources, District Executive Director of Fiscal Services/Comptroller, Vice President of Administrative Services, Saddleback College, and the Vice President of Administrative Services, Irvine Valley College, provide oversight over Trust investment and plan administration. As such, the District acts as the fiduciary of the Trust. Separate financial statements are not prepared for the Trust.

Pension Stabilization Trust (the PST): The PST was established to help California public entities stabilize the funding of their pension benefit liabilities by creating a secure vehicle to hold assets pending their contribution to a pension plan in satisfaction of their funding obligation. The PST is an irrevocable governmental trust intended to qualify as a trust arrangement that is tax exempt under applicable guidance and procedures under Section 115 of the Internal Revenue Code. The PST is administered by Benefit Trust Company as directed by the Board of Authority, of which, the District appoints one member. Because the District is the sole beneficiary of the PST, the fund does not meet the definition of a fiduciary activity, thus, the PST is reported as a blended component unit. Separate financial statements are not prepared for the PST.

The Advanced Technology & Education Park (ATEP) Facilities Corporation: The ATEP Facilities Corporation (Corporation) was established for the performance of various asset management functions pertaining to the ownership and operation of real estate assets held by the District at ATEP. The Corporation was formed as an Auxiliary Organization, as authorized by Education Code section 72670 et. seq. and California Code of Regulations sections 59250 et. seq. Based upon the application of the criteria listed above, the Corporation would be included in the District's reporting entity as a blended component unit. The Corporation had no activity for the fiscal year.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Financial Statement Presentation

The accompanying financial statements have been prepared in conformity with generally accepted accounting principles as prescribed by the GASB. The financial statement presentation required by GASB provides a comprehensive, entity-wide perspective of the District's financial activities. The entity-wide perspective replaces the fund-group perspective previously required. Fiduciary activities, with the exception of the Student Financial Aid Fund and the Retiree Benefits Fund, are excluded from the basic financial statements.

Basis of Accounting

Basis of accounting refers to when revenues and expenditures or expenses are recognized in the accounts and reported in the financial statements. Basis of accounting relates to the timing of measurement made, regardless of the measurement focus applied.

For financial reporting purposes, the District is considered a special-purpose government engaged in business-type activities. Accordingly, the District's basic financial statements have been presented using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when an obligation has been incurred. All significant intra-agency transactions have been eliminated.

The statements of plan net position and changes in plan net position of the Retiree Health Benefit (OPEB) Trust is prepared using the accrual basis of accounting. Employer contributions to the plan are recognized when due and the employer has made a formal commitment to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of the plan.

For internal accounting purposes, the budgetary and financial accounts of the District have been recorded and maintained in accordance with the Chancellor's Office of the California Community College's *Budget and Accounting Manual*.

To ensure compliance with the California Education Code, the financial resources of the District are divided into separate funds for which separate accounts are maintained for recording cash, other resources and all related liabilities, obligations and equities.

By state law, the District's Governing Board must approve a budget no later than September 15. A public hearing must be conducted to receive comments prior to adoption. The District's Governing Board satisfied these requirements. Budgets for all governmental funds were adopted on a basis consistent with generally accepted accounting principles (GAAP).

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

These budgets are revised by the District's Governing Board during the year to give consideration to unanticipated income and expenditures. Formal budgetary integration was employed as a management control device during the year for all budgeted funds. Expenditures cannot legally exceed appropriations by major object account.

Cash and Cash Equivalents

The District's cash and cash equivalents, are considered to be cash on hand, demand deposits and short-term investments with original maturities of three months or less from the date of acquisition. Cash in the County Treasury is recorded at cost, which approximates fair value, in accordance with the requirements of GASB.

Investments

Investments in governmental funds, the fiduciary fund and the OPEB Trust Fund are reported at fair value, which is determined by the most recent bid and asking price as obtained from dealers that make markets in such securities.

Accounts Receivable

Accounts receivable consists primarily of amounts due from the Federal government, state and local governments, or private sources, in connection with reimbursement of allowable expenditures made pursuant to the District's grants and contracts. Material receivables are considered fully collectible.

Bad debts are accounted for by the direct write-off method for student receivables, which is not materially different from the allowance method.

Inventories

Inventories are presented at the lower of cost or market on an average basis and are expensed when used. Inventory consists of expendable instructional, custodial, health and other supplies held for consumption.

Prepaid Expenses

Payments made to vendors for goods or services that will benefit periods beyond June 30, 2019, are recorded as prepaid items using the consumption method. A current asset for the prepaid amount is recorded at the time of the purchase and an expenditure/expense is reported in the year in which goods or services are consumed.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Capital Assets

Capital assets are recorded at cost at the date of acquisition. Donated capital assets are recorded at their acquisition value at the date of donation. For equipment, the District's capitalization policy includes all items with a unit cost of \$5,000 or more and an estimated useful life of greater than one year. Buildings as well as renovations to buildings, infrastructure, and land improvements with a unit cost of \$150,000 or more and that significantly increase the value or extend the useful life of the structure are capitalized.

The cost of normal maintenance and repairs that does not add to the value of the asset or materially extend the asset's life is recorded as an operating expense in the year in which the expense was incurred. Depreciation is computed using the straight-line method with a half-year convention over the estimated useful lives of the assets, generally 50 years for buildings, 10 years for building and land improvements, 8 years for equipment and vehicles and 3 years for technology.

Deferred Outflows of Resources

Deferred outflows of resources represent a consumption of net position by the District that is applicable to a future reporting period. The deferred outflows of resources related to pension and post-employment (OPEB) plans resulted from District contributions to employee pension plans subsequent to the measurement date of the actuarial valuations and the effects of actuarially-determined changes to the pension and OPEB plans. These amounts are deferred and amortized as detailed in Note 9 and Note 10 to the financial statements.

Accounts Payable and Accrued Liabilities

Accounts payable consists of amounts due to vendors for goods and services received prior to June 30. Accrued liabilities consist of salaries and benefits payable and load banking.

Unearned Revenue

Cash received for Federal and state special projects and programs is recognized as revenue to the extent that qualified expenditures have been incurred. Unearned revenue is recorded to the extent cash received on specific projects and programs exceeds qualified expenditures. Unearned revenue also includes summer enrollment fees received but not earned.

Compensated Absences

Accumulated unpaid employee vacation benefits are recognized as a liability in the statement of net position when incurred.

The District has accrued a liability for the amounts attributable to load banking hours within

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

accrued liabilities. Load banking hours consist of hours worked by instructors in excess of a full-time load which they may carryover for future paid time off.

Sick leave benefits are accumulated without limit for each employee. The employees do not gain a vested right to accumulated sick leave; therefore, accumulated employee sick leave benefits are not recognized as a liability of the District. The District's policy is to record sick leave as an operating expense in the period taken; however, unused sick leave is added to the creditable service period for calculation of retirement benefits when the employee retires.

Net Pension Liability

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the California State Teachers' Retirement System (CalSTRS) and the California Public Employees' Retirement System (CalPERS) plan for schools (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalSTRS and CalPERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Member contributions are recognized in the period in which they are earned. Investments are reported at fair value.

Postemployment Benefits Other Than Pensions (OPEB).

The District's OPEB liability, deferred outflows and deferred inflows of resources related to OPEB, OPEB expense, and information about the fiduciary net position have been determined on the same basis as they are reported by the Trust. For this purpose, the Trust recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments and participating interest earning investment contracts that have a maturity at the time of purchase of one year or less, which are reported at cost.

Deferred Inflows of Resources

Deferred Inflows – OPEB: The deferred inflows of resources related to OPEB benefits results from the difference between the estimated and actual return on OPEB plan investments, changes in assumptions, and the difference between expected and actual experience. These amounts are deferred and amortized as detailed in Note 10 to the financial statements

Deferred Inflows – Pensions: Deferred inflows of resources represent an acquisition of net assets by the District that is applicable to a future reporting period. The deferred inflows of resources results from the effects of actuarially-determined changes to the pension plan. These amounts are deferred and amortized as detailed in Note 9 to the financial statements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Net Position

Net Investment in Capital Assets: This represents the District's total investment in capital assets, net of outstanding debt obligations related to those capital assets. To the extent debt has been incurred but not yet expended for capital assets, such amounts are not included as a component of invested in capital assets, net of related debt.

Restricted Net Position – Expendable: Restricted expendable net position includes resources in which the District is legally or contractually obligated to spend resources in accordance with restrictions imposed by external third parties or by enabling legislation adopted by the District. The District first applies restricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available.

Restricted Net Position – Nonexpendable: Nonexpendable restricted net position consists of endowment and similar type funds in which donors or other outside sources have stipulated, as a condition of the gift instrument, that the principal is to be maintained inviolate and in perpetuity, and invested for the purpose of producing present and future income, which may either be expended or added to principal.

Unrestricted Net Position: Unrestricted net position represents resources available to be used for transactions relating to the general operations of the District, and may be used at the discretion of the governing board, as designated, to meet current expenses for specific future purposes.

State Apportionments

The District does not receive state apportionments under the Student Centered Funding Formula because it receives more than sufficient revenues from enrollment fees and property taxes. The excess property taxes above the base revenue calculations is referred to as basic aid funding.

The District does receive state apportionments for categorical programs. These allocations are based on various financial and statistical information from the current and previous years. The District also receives funding from the State education protection account based on Full-Time Equivalent Students (FTES) and apportionment funding for full-time faculty.

Property Taxes

Secured property taxes attach as an enforceable lien on property as of January 1. Taxes are payable in two installments on November 1 and February 1 and become delinquent on December 10 and April 10, respectively. Unsecured property taxes are payable in one installment on or before August 31 and become delinquent after August 31.

The District reports real and personal property tax on an accrual basis. A receivable has been accrued in these financial statements to reflect the amount of property taxes receivable as of June 30, 2019.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Classification of Revenues

The District has classified its revenues as either operating or nonoperating revenues according to the following criteria:

Operating Revenues: Operating revenues include activities that have the characteristics of exchange transactions, such as student fees, net of scholarship discounts and allowances, and Federal and most State and local grants and contracts.

Nonoperating Revenues: Nonoperating revenues include activities that have the characteristics of nonexchange transactions, such as State apportionments, taxes, and other revenue sources that are defined as nonoperating revenues by GASB.

Scholarship Discounts and Allowances

Student tuition and fee revenues, and certain other revenues from students, are reported gross of scholarship discounts and allowances in the statement of revenues, expenses, and changes in net assets. Scholarship discounts and allowances are the difference between the stated charge for goods and services provided by the District, and the amount that is paid by students and/or third parties making payments on the students' behalf. Certain governmental grants, and other Federal, state or nongovernmental programs are recorded as operating revenues in the District's financial statements. To the extent that revenues from such programs are used to satisfy tuition and fees and other student charges, the District has recorded a scholarship discount and allowance.

Classification of Revenues – Proprietary Funds

Proprietary funds distinguish operating revenues from non-operating revenues. Operating revenues include activities that have the characteristics of exchange transactions, such as food service sales, Federal and most State and local grants and contracts, and self-insurance premiums. Non-operating revenues include activities that have the characteristics of non-exchange transactions that are defined as non-operating revenues by GASB.

Estimates

The preparation of the financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Actual results may differ from those estimates.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 2: DEPOSITS AND INVESTMENTS

Deposits - Custodial Credit Risk

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a deposit policy for custodial risk. As of June 30, 2019, the District's bank balance of \$9,889,083 was collateralized at 110% in accordance with applicable California state law.

Cash in County Treasury

In accordance with the *Budget and Accounting Manual*, the District maintains substantially all of its cash in the Orange County Treasury as part of the common investment pool. At June 30, 2019 total Cash in County is \$379,787,717. The District is considered an involuntary participant in the investment pool. These pooled funds are recorded at amortized cost which approximates fair value. Fair value of the pooled investments at June 30, 2019 is measured at 100.54% of amortized cost. The District's investments in the fund are considered to be highly liquid and reflected in the financial statements as cash and cash equivalents in the statement of net position.

The County is authorized to deposit cash and invest excess funds by California Government Code Sections 53534, 53601, 53635 and 53648. The County is restricted to invest in time deposits, U.S. government securities, state registered warrants, notes or bonds, State Treasurer's investment pool, bankers' acceptances, commercial paper, negotiable certificates of deposit, and repurchase or reverse repurchase agreements. The funds maintained by the County are either secured by federal depository insurance or are collateralized. The County investment pool is not required to be rated. Interest earned is deposited monthly into participating funds. Any investment losses are proportionately shared by all funds in the pool.

The county investment pool is not registered as an investment company with the Securities and Exchange Commission (SEC) nor is it an SEC Rule 2a7-like pool. California Government Code statutes and the County Board of Supervisors set forth the various investment policies that the County Treasurer follow. The method used to determine the value of the participant's equity withdrawn is based on the book value, which is amortized cost, of the participant's percentage participation on the date of such withdrawals.

The pool sponsor's annual financial report may be obtained from the Auditor-Controller County of Orange, 12 Civic Center Plaza, Room 200, Santa Ana, CA 92702.

Investments

Policies

Under provisions of California Government Code Sections 16430, 53601 and 53602 (and District Board Policy 3102), the District may invest in the types of investments shown herein. The District did not violate any provisions of the California Government Code or District Board policy during the year ended June 30, 2019.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 2: DEPOSITS AND INVESTMENTS

- State of California Local Agency Investment Fund (LAIF)
- County Treasurer's Investment Pools
- U.S. Treasury notes, bonds, bills or certificates of indebtedness
- U.S. Government Agency guaranteed instruments
- Fully insured or collateralized certificates of deposit
- Fully insured and collateralized credit union accounts

The District maintains investments with the State of California Local Agency Investment Fund (LAIF) amounting to \$27,340,292 as of June 30, 2019. LAIF pools these funds with other governmental agencies and invests in various investment vehicles. LAIF uses amortized cost and current value methods to value the portfolio. Regulatory oversight is provided by the State Pooled Money Investment Board and the Local Investment Advisory Board. LAIF is not subject to categorization to indicate the level of custodial credit risk assumed by the District at year end.

Investments with fiscal agent are held in the California Public Entity Pension Stabilization Trust (the PST). The PST was established to help California public entities stabilize the funding of their pension benefit liabilities by creating a secure vehicle to hold assets pending their contribution to a pension plan in satisfaction of their funding obligation. The PST is intended to qualify as a trust arrangement that is tax exempt under applicable guidance and procedures under Section 115 of the Internal Revenue Code.

Investments and investments with fiscal agent for the governmental funds at June 30, 2019 are presented below. Fiduciary investments of \$82,295 are invested with LAIF.

Investment	Maturities	Fair Value	Standard & Poor's Rating
Mutual Funds - Fixed Income	Not applicable	\$ 32,089,876	Not Rated
LAIF	Not applicable	<u>27,340,292</u>	Not Rated
Total		<u>\$ 59,430,168</u>	

Investment Valuation

Investments are measured at fair value on a recurring basis. Recurring fair value measurements are those that GASB require or permit in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. Investments' fair value measurements at June 30, 2019 are presented below:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 2: DEPOSITS AND INVESTMENTS

Investment - Government-wide	Costs	Fair Value Measurements Using		
		Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Mutual Fund - Fixed Income	\$ 27,505,724	\$ 27,505,724	\$ -	\$ -
Mutual Fund - Domestic Equity	3,313,444	3,313,444	-	-
Mutual Fund - International Equity	929,629	929,629	-	-
Mutual Fund - Real Estate	341,079	341,079	-	-
Total	\$ 32,089,876	\$ 32,089,876	\$ -	\$ -

LAIF is reported at amortized cost and is not required to be classified above.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment the greater the sensitivity of its fair value to changes in market interest rates. The District's policy is to comply with Government Code that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk

Credit risk is the risk that one insurer of an investment will not fulfill its obligations. This is measured by assignment of a rating by a nationally recognized rating organization. U.S. government securities or obligations explicitly guaranteed by the U.S. government are not considered to have credit risk exposure. The District follows Government Code to reduce exposure to investment credit risk. Information about the District's investment ratings is provided above.

Concentration of Credit Risk

The District places no limit on the amount that may be invested in any one issuer. The District did not have any holdings in one issuer in excess of 5%.

Custodial Credit Risk

Custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of its investments that are in possession of an outside party. The District does not have a policy limiting the amount of securities that can be held by counterparties.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 3: ACCOUNTS RECEIVABLE

Accounts receivable as of June 30, 2019 consists of the following:

<u>Accounts Receivable</u>	<u>June 30, 2019</u>
Federal and state	\$ 6,730,861
Property tax	3,449,826
Miscellaneous	2,180,474
Total accounts receivable	<u>\$ 12,361,161</u>

NOTE 4: INTERFUND TRANSACTIONS

Interfund transfers consist of operating transfers from funds receiving resources to funds through which the resources are to be expended. Interfund receivables and payables result when the interfund transfer is transacted after the close of the fiscal year. Interfund activity within the government funds has been eliminated in the basic financial statements.

NOTE 5: CAPITAL ASSETS AND DEPRECIATION

The following provides a summary of changes in capital assets for the year ended June 30, 2019:

	<u>Balance July 1, 2018</u>	<u>Additions</u>	<u>Retirements</u>	<u>Balance June 30, 2019</u>
Capital assets not being depreciated:				
Land	\$ 42,262,154	\$ -	\$ -	\$ 42,262,154
Artwork	37,100	-	-	37,100
Construction in progress	82,795,275	42,152,048	34,713,151	90,234,172
Total capital assets not being depreciated	<u>125,094,529</u>	<u>42,152,048</u>	<u>34,713,151</u>	<u>132,533,426</u>
Capital assets being depreciated:				
Site improvements	110,152,115	449,781	-	110,601,896
Buildings	306,299,165	29,907,695	-	336,206,860
Equipment	51,153,288	4,604,920	18,856	55,739,352
Total capital assets being depreciated	<u>467,604,568</u>	<u>34,962,396</u>	<u>18,856</u>	<u>502,548,108</u>
Less accumulated depreciation for:				
Site improvements	(82,850,817)	(5,657,564)	-	(88,508,381)
Buildings	(92,074,334)	(8,861,262)	-	(100,935,596)
Equipment	(33,297,485)	(9,584,612)	(18,856)	(42,863,241)
Total accumulated depreciation	<u>(208,222,636)</u>	<u>(24,103,438)</u>	<u>(18,856)</u>	<u>(232,307,218)</u>
Depreciable assets, net	<u>259,381,932</u>	<u>10,858,958</u>	<u>-</u>	<u>270,240,890</u>
Governmental activities capital assets, net	<u>\$ 384,476,461</u>	<u>\$ 53,011,006</u>	<u>\$ 34,713,151</u>	<u>\$ 402,774,316</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 6: LEASES

The District has entered into various operating leases for land, buildings, and equipment with lease terms in excess of one year. None of these agreements contain purchase options. Future minimum lease payments under these agreements are as follows:

Year Ending June 30,	Lease Payment
2020	\$ 273,130
2021	162,620
2022	56,153
2023	19,209
2024	14,011
Thereafter	171,600
Total	<u>\$ 696,723</u>

Current year expenditures for operating leases is approximately \$442,132. The District will receive no sublease rental nor pay any contingent rentals for this equipment.

NOTE 7: RENTAL INCOME

The District holds a ground lease on a 23-acre site improved with a 400-unit apartment complex built in 1987 that is located adjacent to Saddleback College. The original term of the ground lease ran through September 2040. In July 2016, the District negotiated an amendment and restatement of the ground lease providing funds for renovations and improvements to the property, and extending the lease term from September 2040 to September 2075. Annual lease payments shall be adjusted annually based upon the percentage change for the preceding calendar year as contained in the "Consumer Price Index for All Urban Consumers Los Angeles-Anaheim-Riverside Areas", published by the United States Department of Labor, Bureau of Labor Statistics, provided however, that there shall be a minimum increase of three percent over the preceding annual rent and not more than six percent over such preceding year. Minimum annual lease receipts for the next five years and afterward are shown on the following page:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019****NOTE 7: RENTAL INCOME**

Year Ending June 30,	Lease Income
2020	\$ 2,891,734
2021	2,978,486
2022	3,067,840
2023	3,159,876
2024	3,254,672
2025-2029	17,797,880
2030-2034	20,632,621
2035-2039	23,918,862
2040-2044	27,728,517
2045-2049	32,144,951
2050-2054	37,264,808
2055-2059	43,200,126
2060-2064	50,080,786
2065-2069	58,057,357
2070-2074	67,304,389
2075	14,696,223
Total	<u>\$ 408,179,128</u>

NOTE 8: SUPPLEMENTAL EMPLOYEE RETIREMENT PLAN

The District has a Supplemental Employee Retirement Plan for classified, faculty and management employees. The accumulated future liability for the District at June 30, 2019 is \$5,507,117.

In November 2016, the Board of Trustees approved the implementation of the District's Supplemental Employee Retirement Plan for classified, faculty, and management employees.

A total of 116 employees, 63 classified, 30 faculty and 23 management employees participate in the plan. The total cost to the District is approximately \$9.25 million. The District will pay benefits of \$1.855 million annually through 2022. The liability has been reflected in these financial statements as a long term liability.

NOTE 9: EMPLOYEE RETIREMENT PLANS

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Academic employees are members of the California State Teachers' Retirement System (CalSTRS) and classified employees are members of the California Public Employees' Retirement System (CalPERS).

As of June 30, 2019, the District's proportionate share of the net pension liabilities, pension expense, and deferred inflows of resources and deferred outflows of resources for each of the retirement plans is as follows:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 9: EMPLOYEE RETIREMENT PLANS

	Proportionate Share of Net Pension Liability	Deferred Outflows of Resources	Proportionate Share of Deferred Inflows of Resources	Proportionate Share of Pension Expense
Pension Plan				
CalSTRS - STRP	\$ 112,126,540	\$ 30,558,115	\$ 14,677,395	\$ 17,699,159
CalPERS - Schools Pool Plan	100,573,395	27,892,651	2,491,867	22,644,132
Total	<u>\$ 212,699,935</u>	<u>\$ 58,450,766</u>	<u>\$ 17,169,262</u>	<u>\$ 40,343,291</u>

The details of each plan are as follows:

California State Teachers' Retirement System (CalSTRS)

Plan Description

The District contributes to the State Teachers' Retirement Plan (STRP) administered by the California State Teachers' Retirement System (CalSTRS). STRP is a cost-sharing multiple-employer public employee retirement system defined benefit pension plan. Benefit provisions are established by state statutes, as legislatively amended, within the State Teachers' Retirement Law.

Benefits Provided

The STRP provides retirement, disability and survivor benefits to beneficiaries. Benefits are based on members' final compensation, age and years of service credit. Members hired on or before December 31, 2012, with five years of credited service are eligible for the normal retirement benefit at age 60. Members hired on or after January 1, 2013, with five years of credited service are eligible for the normal retirement benefit at age 62. The normal retirement benefit is equal to 2.0 percent of final compensation for each year of credited service. The STRP is comprised of four programs: Defined Benefit Program, Defined Benefit Supplement Program, Cash Balance Benefit Program and Replacement Benefits Program. The STRP holds assets for the exclusive purpose of providing benefits to members and beneficiaries of these programs. CalSTRS also uses plan assets to defray reasonable expenses of administering the STRP. Although CalSTRS is the administrator of the STRP, the state is the sponsor of the STRP and obligor of the trust. In addition, the state is both an employer and nonemployer contributing entity to the STRP.

The District contributes to the STRP Defined Benefit Program and STRP Defined Benefit Supplement Program, thus disclosures are not included for the other plans.

The STRP provisions and benefits in effect at June 30, 2019, are summarized on the following page.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 9: EMPLOYEE RETIREMENT PLANS

Provisions and Benefits	STRP Defined Benefit Program and Supplement Program	
	On or Before December 31, 2012	On or after January 1, 2013
Hire date		
Benefit formula	2% at 60	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	60	62
Monthly benefits as a percentage of eligible compensation	2.0%-2.4%	2.0%-2.4%
Required employee contribution rate	10.25%	10.205%
Required employer contribution rate	16.28%	16.28%
Required state contribution rate	9.828%	9.828%

Contributions

Required member, District and State of California contribution rates are set by the California Legislature and Governor and detailed in Teachers' Retirement Law. The contribution rates are expressed as a level percentage of payroll using the entry age normal actuarial method. The contribution rates for each plan for the year ended June 30, 2019 are presented above and the total District contributions were \$12,321,240.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2019, the District reported a liability for its proportionate share of the net pension liability that reflected a reduction for state pension support provided to the District. The amount recognized as its proportionate share of the net pension liability, the related state support, and the total portion of the net pension liability associated with the District were as shown herein.

	Balance June 30, 2019
Proportionate Share of Net Pension Liability	
District proportionate share of net pension liability	\$ 112,126,540
State's proportionate share of the net pension liability associated with the District	64,198,003
Total	<u>\$ 176,324,543</u>

The net pension liability was measured as of June 30, 2018. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts and the State, actuarially determined. At June 30, 2018, the District's proportion was 0.1220%.

For the year ended June 30, 2019, the District recognized pension expense of \$17,699,159. In addition, the District recognized revenue and corresponding expense of \$13,506,610 for support

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 9: EMPLOYEE RETIREMENT PLANS

provided by the state. At June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the sources herein.

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension Deferred Outflows and Inflows of Resources		
Pension contributions subsequent to measurement date	\$ 12,321,240	\$ -
Difference between expected and actual experience	347,700	1,628,700
Changes in assumptions	17,419,160	-
Changes in proportion	470,015	8,731,115
Net differences between projected and actual earnings on plan investments	-	4,317,580
Total	<u>\$ 30,558,115</u>	<u>\$ 14,677,395</u>

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. The net difference between projected and actual earnings on plan investments is amortized over a five year period on a straight-line basis. One-fifth is recognized in pension expense during the measurement period and remaining amount is deferred and will be amortized over the remaining four-year period. The remaining net differences between projected and actual earnings on plan investments shown above represents the unamortized balance relating to the current measurement period and the prior measurement periods on a net basis.

All other deferred outflows of resources and deferred inflows of resources are amortized over the expected average remaining service life (EARSLS) of the plan participants. The EARSLS for the STRP for the June 30, 2018 measurement date is seven years. The first year of amortization is recognized in pension expense for the year the gain or loss occurs. The remaining amounts are deferred and will be amortized over the remaining periods not to exceed six years.

The remaining amount will be recognized in pension expense as follows:

Year Ending June 30,	Amortization
2020	\$ 2,105,287
2021	487,567
2022	(2,454,464)
2023	1,591,456
2024	2,636,914
2025	(807,280)
Total	<u>\$ 3,559,480</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 9: EMPLOYEE RETIREMENT PLANS

Actuarial Methods and Assumptions

Total pension liability for STRP was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2017, and rolling forward the total pension liability to June 30, 2018. The financial reporting actuarial valuation as of June 30, 2017 used the following methods and assumptions, applied to all prior periods included in the measurement:

Actuarial Methods and Assumptions	
Valuation Date	June 30, 2017
Measurement Date	June 30, 2018
Experience Study	July 1, 2010 through June 30, 2015
Actuarial Cost Method	Entry Age Normal
Discount Rate	7.10%
Investment Rate of Return	7.10%
Consumer Price Inflation	2.75%
Wage Growth	3.50%

CalSTRS uses a generational mortality assumption, which involves the use of a base mortality table and projection scales to reflect expected annual reductions in mortality rates at each age, resulting in increases in life expectancies each year into the future. The base mortality tables are CalSTRS custom tables derived to best fit the patterns of mortality among its members. The projection scale was set equal to 110 percent of the ultimate improvement factor from the Mortality Improvement Scale (MP-2016) table, issued by the Society of Actuaries.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense, and inflation) are developed for each major asset class. The best estimate ranges were developed using capital market assumptions from CalSTRS general investment consultant and adopted by the CalSTRS Board in February 2017. The assumed asset allocation is based on board policy for target asset allocation in effect on February 2017, the date the current experience study was approved by the board. Best estimates of 20-year geometric real rates of return and the assumed asset allocation for each major asset class used as input to develop the actuarial investment rate of return are summarized herein.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 9: EMPLOYEE RETIREMENT PLANS

Asset Class	Assumed Asset	Long-term Expected Real
	Allocation	Rate of Return
Global equity	47%	6.30%
Private equity	13%	9.30%
Real estate	13%	5.20%
Absolute return/risk mitigating strategies	9%	2.90%
Inflation sensitive	4%	3.80%
Fixed income	12%	0.30%
Cash/liquidity	2%	-1.00%

Discount Rate

The discount rate used to measure the total pension liability was 7.10%. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at statutory contribution rates. Projected inflows from investment earnings were calculated using the long-term assumed investment rate of return (7.10%) and assuming that contributions, benefit payments, and administrative expense occurred midyear. Based on these assumptions, the STRP's fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount rate	Net Pension Liability
1% decrease (6.10%)	\$ 164,252,260
Current discount rate (7.10%)	112,126,540
1% increase (8.10%)	68,909,260

Plan Fiduciary Net Position

Detailed information about the STRP's plan fiduciary net position is available in a separate comprehensive annual financial report for CalSTRS. Copies of the CalSTRS annual financial report may be obtained from CalSTRS, 7667 Folsom Boulevard, Sacramento, CA 95826.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 9: EMPLOYEE RETIREMENT PLANS

California Public Employees' Retirement System (CalPERS)

Plan Description

Qualified employees are eligible to participate in the Schools Pool Plan under the California Public Employees' Retirement System (CalPERS), a cost-sharing multiple-employer public employee retirement system defined benefit pension plan administered by CalPERS. The plan provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefit provisions are established by state statutes, as legislatively amended, within the Public Employees' Retirement Law.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments, and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of service credit, a benefit factor, and the member's final compensation. Members hired on or before December 31, 2012, with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. Members hired on or after January 1, 2013, with five years of total service are eligible to retire at age 52 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 5 years of service. The Basic Death Benefit is paid to any member's beneficiary if the member dies while actively employed. An employee's eligible survivor may receive the 1957 Survivor Benefit if the member dies while actively employed, is at least age 50 (or 52 for members hired on or after January 1, 2013), and has at least 5 years of credited service. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The CalPERS provisions and benefits in effect at June 30, 2019, are summarized herein.

Provisions and Benefits	CalPERS-Schools Pool Plan	
	On or Before December 31, 2012	On or after January 1, 2013
Hire date	On or Before December 31, 2012	On or after January 1, 2013
Benefit formula	2% at 55	2% at 62
Benefit vesting schedule	5 years of service	5 years of service
Benefit payments	Monthly for life	Monthly for life
Retirement age	50	52
Monthly benefits as a percentage of eligible compensation	1.1%-2.5%	1.0%-2.5%
Required employee contribution rate	7.00%	6.00%
Required employer contribution rate	18.062%	18.062%

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 9: EMPLOYEE RETIREMENT PLANS

contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Total plan contributions are determined through the CalPERS annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The contribution rates are expressed as a percentage of annual payroll. The contribution rates for each plan for the year ended June 30, 2019 are as presented above and the total District contributions were \$9,265,030.

Pension Liabilities, Pension Expense, Deferred Outflows of Resources, and Deferred Inflows of Resources Related to Pensions

As of June 30, 2019, the District reported net pension liabilities for its proportionate share of the CalPERS net pension liability totaling \$100,573,395. The net pension liability was measured as of June 30, 2018. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all participating school districts, actuarially determined. At June 30, 2018, the District's proportion was 0.3772%.

For the year ended June 30, 2019, the District recognized pension expense of \$22,644,132. In addition, the District recognized revenue and corresponding expense of \$3,410,092 for support provided by the state. At June 30, 2019, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the sources herein.

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension Deferred Outflows and Inflows of Resources		
Pension contributions subsequent to measurement date	\$ 9,265,030	\$ -
Differences between expected and actual experience	6,593,223	-
Changes of assumptions	10,041,810	-
Changes in proportion	1,167,660	2,491,867
Net differences between projected and actual earnings on pension plan investments	824,928	-
Total	<u>\$ 27,892,651</u>	<u>\$ 2,491,867</u>

The deferred outflows of resources related to pensions resulting from District contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2020. The net difference between projected and actual earnings on plan investments is amortized over a five year period on a straight-line basis. One-fifth is recognized in pension expense during the measurement period and remaining amount is deferred and will be amortized over the remaining four-year period. The remaining net differences between projected and actual earnings on plan investments shown above represents the unamortized balance relating to the current measurement period and the prior measurement

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019****NOTE 9: EMPLOYEE RETIREMENT PLANS**

period on a net basis.

All other deferred outflows of resources and deferred inflows of resources are amortized over the expected average remaining service life (EARSL) of the plan participants. The EARSL for the CalPERS Schools Pool Plan for the June 30, 2018 measurement date is four years. The first year of amortization is recognized in pension expense for the year the gain or loss occurs. The remaining amounts are deferred and will be amortized over the remaining periods not to exceed three years.

The remaining amount will be recognized in pension expense as follows:

Year Ending June 30,	Amortization
2020	\$ 10,266,832
2021	7,420,891
2022	(958,342)
2023	(593,627)
Total	<u>\$ 16,135,754</u>

Actuarial Methods and Assumptions

Total pension liability for the Schools Pool Plan was determined by applying update procedures to a financial reporting actuarial valuation as of June 30, 2017, and rolling forward the total pension liability to June 30, 2018. The financial reporting actuarial valuation as of June 30, 2017 used the methods and assumptions herein, applied to all prior periods included in the measurement.

Actuarial Methods and Assumptions	
Valuation Date	June 30, 2017
Measurement Date	June 30, 2018
Experience Study	July 1, 1997 through June 30, 2015
Actuarial Cost Method	Entry Age Normal
Discount Rate	7.15%
Investment Rate of Return	7.50%
Consumer Price Inflation	2.50%
Wage Growth	Varies by entry age and service

Mortality assumptions are based on mortality rates resulting from the most recent CalPERS experience study adopted by the CalPERS Board. For purposes of the post-retirement mortality rates, those revised rates include 15 years of mortality improvements using 90 percent of scale MP 2016 published by the Society of Actuaries.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all the funds' asset classes, expected compound returns were calculated over

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 9: EMPLOYEE RETIREMENT PLANS

the short-term (first 10 years) and the long-term (11-60 years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equivalent to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized herein.

Asset Class	Assumed Asset Allocation	Long-term
		Expected Real Rate of Return
Global equity	50%	5.98%
Fixed income	28%	2.62%
Real assets	13%	4.93%
Private equity	8%	7.23%
Liquidity	1%	-0.92%

Discount Rate

The discount rate used to measure the total pension liability was 7.15% and reflects the long-term expected rate of return for the Schools Pool Plan net of investment expenses and without reduction for administrative expenses. The projection of cash flows used to determine the discount rate assumed the contributions from plan members and employers will be made at statutory contribution rates. Based on these assumptions, the Schools Pool Plan fiduciary net position was projected to be available to make all projected future benefit payments to current plan members. Therefore, the long-term assumed investment rate of return was applied to all periods of projected benefit payments to determine total pension liability.

The following presents the District's proportionate share of the net pension liability calculated using the current discount rate as well as what the net pension liability would be if it were calculated using a discount rate that is one percent lower or higher than the current rate:

Discount Rate	Net Pension Liability
1% decrease (6.15%)	\$ 146,430,054
Current discount rate (7.15%)	100,573,395
1% increase (8.15%)	62,528,732

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 9: EMPLOYEE RETIREMENT PLANS

Changes of Assumptions

During the fiscal year of the measurement date of June 30, 2018, the CalPERS Board adopted new mortality assumptions for the plan. The new mortality table was developed from the December 2017 experience study and includes 15 years of projected ongoing mortality improvement using 90 percent of scale MP 2016 published by the Society of Actuaries. The inflation assumption is reduced from 2.75% to 2.50%. The assumptions for individual salary increases and overall payroll growth are reduced from 3.00% to 2.75%. Deferred outflows of resources for changes of assumptions represents the unamortized portion of this assumption change.

Plan Fiduciary Net Position

Detailed information about CalPERS Schools Pool Plan fiduciary net position is available in a separate comprehensive annual financial report. Copies of the CalPERS annual financial report may be obtained from the CalPERS Executive Office, 400 P Street, Sacramento, CA 95814.

NOTE 10: POST EMPLOYMENT HEALTHCARE BENEFITS

Plan Description and Eligibility

The District administers a single-employer defined benefit healthcare plan (the Retiree Health Plan). The plan provides health, dental and vision benefits to eligible retirees and their dependents in accordance with provisions established through negotiations between the District and the bargaining unions representing employees. Benefit provisions are renegotiated each three-year bargaining period. The District reports the financial activity of the plan as a trust fund.

The District currently provides retiree and dependent health benefits to eligible faculty, classified, police officers, and management personnel until retirees reach age 65. Eligibility requirements vary by employee classification. All participants must have a minimum service of 10 years and minimum required hours of 75% FTE. In addition, classified employees must be at least 60 years of age; faculty and police officers must be at least 55 years of age; and employees must retire under PERS or STRS. The District also pays for retiree only Medicare supplemental coverage for faculty and management retirees beyond age 65.

Participant Type:	Number of Participants
Inactive participants currently receiving benefits	369
Inactive participants entitled to but not yet receiving benefit payments	-
Active employees	981
Total	1,350

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 10: POST EMPLOYMENT HEALTHCARE BENEFITS

Funding Policy

The contribution requirements are established and may be amended by the District. The required contribution is based on projected pay-as-you-go financing requirements, with an annual adjustment to fully fund the actuarially required contribution. The District currently funds 100% of the pay-as-you-go premiums for covered employees. For the year ended June 30, 2019, the District contributed \$6,520,406 to the plan including the implicit rate subsidy.

Net OPEB Liability (Asset)

The following table shows the components of the net OPEB liability (asset) of the District:

	Balance June 30, 2019
Total OPEB liability	\$ 114,382,855
Plan fiduciary net position	123,157,480
District's net OPEB liability (asset)	<u>\$ (8,774,625)</u>

Plan fiduciary net position as a percentage of the total OPEB liability (asset)	107.67%
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The deferred outflow of resources results from a change of assumptions and is amortized over the expected average remaining service life (EARS�) of the plan participants. The EARS� for the OPEB plan for June 30, 2019 is five years. The year of amortization is recognized in OPEB expense for the year the gain or loss occurs. The remaining amount is deferred and will be amortized over the remaining periods not to exceed four years.

The deferred inflows of resources related to OPEB resulting from the net differences between projected and actual earnings on the plan investments is amortized over a five year period on a straight-line basis. One-fifth is recognized in pension expense during the measurement period and the remaining amount is deferred and will be amortized over the remaining four-year period.

At June 30, 2019, the District reported deferred inflows and outflows as follows:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Difference between projected and actual earnings	\$ 1,115,455	\$ 4,362,736
Difference between expected and actuarial experience	-	598,626
Changes in assumptions	-	3,188,977
Total	<u>\$ 1,115,455</u>	<u>\$ 8,150,339</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 10: POST EMPLOYMENT HEALTHCARE BENEFITS

At June 30, 2019, the deferred inflows and outflows will be amortized as shown herein:

Year Ending June 30,	Amortization
2019	\$ 2,122,282
2020	2,122,282
2021	2,122,283
2022	668,037
Total	<u>\$ 7,034,884</u>

Investments

The Plan's policy for allocation of invested assets is established and may be amended by the Retirement Board of Authority through a majority vote. It is the policy of the Board to pursue an investment strategy that reduces risk through the prudent diversification of the portfolio across a broad selection of specific asset classes. Assets held in the Plan may be invested in accordance with California Government Code Sections 53600 through 53622. The investment policy has a long-term focus. It discourages both major shifts of asset class allocations over a short time span and, except for liquidity purposes, the use of cash equivalents. The Retirement Board of Authority has established a target net return of 6%. There is no established asset allocation policy.

At June 30, 2019, all Plan investments were in mutual funds. The Plan held no investments in any one organization that represented 5% or more of fiduciary net position.

For the year ended June 30, 2019, the annual money-weighted rate of return on investments, net of investment expense, was 4.46 %.

Investment Valuation

Investments are measured at fair value on a recurring basis. Recurring fair value measurements are those that GASB require or permit in the statement of net position at the end of each reporting period. Fair value measurements are categorized based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs. The Retiree Health Plan's investments' fair value measurements at June 30, 2019 are presented herein.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 10: POST EMPLOYMENT HEALTHCARE BENEFITS

Fair Value Measurements Using				
Investment	Costs	Level 1 Inputs	Level 2 Inputs	Level 3 Inputs
Mutual Fund - Fixed Income	\$ 67,573,168	\$ 67,573,168	\$ -	\$ -
Mutual Fund - Domestic Equity	40,816,852	40,816,852	-	-
Mutual Fund - International Equity	8,868,540	8,868,540	-	-
Mutual Fund - Real Estate	5,898,920	5,898,920	-	-
Total	<u>\$ 123,157,480</u>	<u>\$ 123,157,480</u>	<u>\$ -</u>	<u>\$ -</u>

Actuarial Methods and Assumptions

The District's net OPEB liability (asset) was measured as of June 30, 2019, and the total OPEB liability (asset) used to calculate the net OPEB asset was determined by an actuarial valuation as of December 31, 2018. Liabilities in this report were calculated as of the valuation date and rolled forward to the measurement date using standard actuarial roll-forward techniques.

The total OPEB asset was determined by an actuarial valuation as of December 31, 2018, using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified:

Actuarial Methods and Assumptions

Valuation date	December 31, 2018
Measurement date	June 30, 2019
Inflation	2.75%
Salary increases	3%
Investment rate of return	6%
Healthcare trend rate	6% decreasing to 4% in 2025

Mortality rates were based using RPH 2014 mortality table with generational improvements using scale MP2018.

The long-term expected rate of return on Plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. Best estimates of arithmetic real rates of return for each major asset class included in the target asset allocation as of June 30, 2019 (see the discussion of the Retiree Health Plan's investment policy) are as shown herein.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 10: POST EMPLOYMENT HEALTHCARE BENEFITS

Asset Class	Asset Allocation	Long-term Expected Real Rate of Return
Fixed Income	54%	1.75%
US Equity	35%	4.25%
International Equity	7%	5.25%
Real Estate	4%	4.50%
Cash/liquidity	0%	0.00%

The discount rate used to measure the total OPEB asset was 6.0 percent. Based on the District's funding practice to fund at least the actuarially determined contribution including the normal cost for all future actives, the Retiree Health Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current Retiree Health Plan members. Therefore, the long-term expected rate of return on Retiree Health Plan investments was applied to all periods of projected benefit payments to determine the total OPEB asset.

Changes in the Net OPEB Liability/(Asset)

	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (Asset) (a) - (b)
Balances at December 31, 2017	\$ 110,209,323	\$ 116,227,289	\$ (6,017,966)
Changes for the year:			
Service cost	7,061,140	-	7,061,140
Interest	10,235,997	-	10,235,997
Changes in benefit terms	37,345	-	37,345
Difference between expected and actual return	(748,283)	-	(748,283)
Employer contributions	-	6,745,882	(6,745,882)
Net investment income	-	5,877,098	(5,877,098)
Changes of assumptions	(3,986,221)	-	(3,986,221)
Benefit payments	(8,426,446)	(5,692,789)	(2,733,657)
Net changes	4,173,532	6,930,191	(2,756,659)
Balances at June 30, 2019	\$ 114,382,855	\$ 123,157,480	\$ (8,774,625)

The following presents the District's net OPEB asset calculated using the discount rate of 6.0 percent, as well as what the net OPEB liability/(asset) would be if it were calculated using a discount rate that is 1-percentage-point lower (5.0 percent) or 1-percentage-point higher (7.0 percent) than the current rate:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 10: POST EMPLOYMENT HEALTHCARE BENEFITS

Discount rate	Net OPEB Liability (Asset)
1% decrease (5.0%)	\$ 5,219,710
Current discount rate (6.0%)	(8,774,625)
1% increase (7.0%)	(20,469,986)

The following presents the District's net OPEB asset calculated using the current healthcare cost trend rate of 6.0 percent decreasing to 4.0 percent, as well as what the net OPEB liability/(asset) would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower (5.0 percent decreasing to 3.0 percent) or 1-percentage-point higher (7.0 percent decreasing to 5.0 percent) than the current rate:

Healthcare trend rate	Net OPEB Liability (Asset)
1% decrease (5.0% decreasing to 3.0%)	\$ (22,534,335)
Current healthcare trend rate (6.0 % decreasing to 4.0%)	(8,774,625)
1% increase (7.0% decreasing to 5.0%)	8,141,709

OPEB Expense

For the year ended June 30, 2019, the District recognized OPEB expense of \$2,549,839.

NOTE 11: LONG-TERM DEBT

A schedule of changes in long-term debt for the year ended June 30, 2019 is shown below.

	Balance July 1, 2018	Additions	Reductions	Balance June 30, 2019	Amount Due in One Year
Compensated absences	\$ 5,532,981	\$ 482,464	\$ 523,403	\$ 5,492,042	\$ 725,228
Claims liability	554,637	627,016	610,107	571,546	-
Early retirement incentive	7,420,610	-	1,913,493	5,507,117	1,855,153
Proportionate Share of Medicare Premiums	185,111	-	28,138	156,973	-
Net pension liability	213,524,507	-	824,572	212,699,935	-
Total	<u>\$ 227,217,846</u>	<u>\$ 1,109,480</u>	<u>\$ 3,899,713</u>	<u>\$ 224,427,613</u>	<u>\$ 2,580,381</u>

Liabilities are liquidated by the General Fund for governmental activities, including compensated absences, net pension liability, medical premium payment program and supplemental employee retirement plan.

The District participates in the Medicare Premium Payment (MPP) Program of the California State Teachers' Retirement Plan (the STRP). The District's proportionate share of the liability is

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 11: LONG-TERM DEBT

0.044%. As the plan activity and the District's proportionate share of the total OPEB liability is not significant, additional disclosures regarding the plan are not included in these financial statements.

NOTE 12: JOINT POWERS AGREEMENTS

The District participates in five joint powers agreement (JPA) entities, the Statewide Association of Community Colleges (SWACC), the Schools Association for Excess Risk (SAFER), the Protected Insurance Programs for Schools (PIPS), the Self-Insured Schools of California (SISC), and the Alameda County School Insurance Group (ACSIG). The relationships between the District and the JPAs are such that none of the JPAs are a component unit of the District for financial reporting purposes.

SWACC provides liability and property insurance up to \$1,000,000 and \$250,000, respectively, for its member colleges. SWACC's membership consists of two joint power authority (JPA) members (which represent 19 districts) and 31 individual member districts for a total of 50 community college districts. A full Board of Directors comprised of one representative from each member governs SWACC. Each Board Member is allocated a number of votes determined by a weighted system that is based on the lottery full-time equivalent students (FTES) of each member. The Board elects from its members a President, Vice-President, Secretary and Treasurer. Each member shares surpluses and deficits proportionately to its participation in SWACC

SAFER provides excess liability and property insurance from \$1,000,000-\$50,000,000 and \$250,000-\$250,000,000, respectively. The Board elects from its members a President, Vice-President, Secretary, Treasurer, five representatives and nine alternates. The board controls the operations of SAFER, including selection of management and approval of operating budgets, independent of any influence by the members beyond their representation on the board. Each member pays an annual contribution based upon that calculated by SAFER's board of directors and shares surpluses and deficits proportionately to its participation in SAFER.

PIPS provides workers' compensation reinsurance protection to its membership for public schools and community colleges throughout California. This is a finite risk sharing pool that transfers risk away from the members. Premiums are determined based on payroll expense.

SISC, Self-Insured Schools of California, is a Joint Powers Agreement administered by the Kern County Superintendent of Schools Office. SISC's focus is on pooling resources to provide schools with a more stable long term health insurance solution rather than purchasing from commercial carriers. South Orange County College District has been a member since August 2003.

South Orange County Community College District's dental and vision coverage is administered

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019****NOTE 12: JOINT POWERS AGREEMENTS**

through ACSIG, Alameda County School Insurance Group, which the District joined in July 2003. The program offers both a fixed rate as well as a self-funded option for individual school districts or school JPAs throughout California. There are presently over 300 school districts covering 70,000 employees participating in the program. The large size of the group allows ACSIG to enjoy a very low administration rate with Delta Dental which results in reduced costs for all members.

Condensed financial information for the year ended June 30, 2019 is as shown herein.

	SWACC	SAFER	PIPS	SISC	ACSIG
	6/30/2018	6/30/18	6/30/18	9/30/18	6/30/18
JPA Condensed Financial Information	(Audited)	(Audited)	(Audited)	(Audited)	(Audited)
Total assets	\$ 52,332,118	\$ 39,841,694	\$ 128,632,982	\$ 642,346,557	\$ 49,134,044
Total liabilities	34,316,883	38,695,867	104,498,678	197,341,183	27,362,430
Fund balance	18,015,235	1,145,827	24,134,304	445,005,374	21,771,614
Total revenues	22,350,383	59,869,098	310,649,471	2,314,300,371	164,705,298
Total expenditures	29,435,155	59,413,248	303,959,631	2,236,274,883	158,538,548

NOTE 13: FUNCTIONAL EXPENSE

Operating expenses are reported by natural classification in the statement of revenues, expenses and change in net position. A schedule of expenses by function is shown herein.

	Instructional	Non-Instructional	Supplies, Materials, and Other Operating Expenses and	Financial Aid	Depreciation	Total
Functional Expense	Salaries and Benefits	Salaries and Benefits	Services			
Instructional activities	\$ 106,261,633	\$ 8,067,574	\$ 2,645,118	\$ -	\$ -	\$ 116,974,325
Academic support	1,534,379	17,386,657	419,112	-	-	19,340,148
Student services	-	33,839,390	864,353	-	-	34,703,743
Operation and maintenance of plant	-	11,655,758	3,305,398	-	-	14,961,156
Instructional support services	-	37,973,224	4,226,128	-	-	42,199,352
Community services and economic development	-	4,275,300	534,159	-	-	4,809,459
Ancillary services and auxiliary operations	-	6,874,601	650,377	-	-	7,524,978
Physical property and related acquisitions	-	3,468,225	7,692,658	-	-	11,160,883
Transfers, student aid and other outgo	-	-	26,815,614	28,624,044	-	55,439,658
Depreciation expense	-	-	-	-	24,103,438	24,103,438
Total	\$ 107,796,012	\$ 123,540,729	\$ 47,152,917	\$ 28,624,044	\$ 24,103,438	\$ 331,217,140

NOTE 14: SELF-INSURANCE

The District is exposed to various risks of loss related to torts, damage to and destruction of assets; errors and omissions; injuries to employees; natural disasters; and medical claims. The District is self-insured for coverage up to a maximum of \$50,000 for each general liability claim and \$5,000 for each property damage claim. In 1995, the District became fully insured for workers' compensation benefits. The District participates in JPAs to provide excess insurance

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

NOTE 14:SELF-INSURANCE

coverage above the self-insured retention level for workers' compensation and property and liability claims. Settled claims have not exceeded the coverage provided by the JPA in any of the past three fiscal years.

At June 30, 2019, the District accrued the claims liability in accordance with GASB standards which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. The present value of the liability, estimated at \$571,456 is included in long term debt.

Changes in the reported liability are shown herein:

	Beginning Fiscal	Current Year Claims and Changes in		Ending Fiscal
Reported Liability	Year Liability	Estimates	Claim Payments	Year Liability
Property and liability	\$ 554,637	\$ 627,016	\$ 610,107	\$ 571,546

NOTE 15: COMMITMENTS AND CONTINGENCIES

Litigation

The District is involved in various claims and legal actions arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the District's financial statements.

State and Federal Allowances, Awards, and Grants

The District has received state and Federal funds for specific purposes that are subject to review and audit by the grantor agencies. Although such audits could generate expenditure disallowances under terms of the grants, it is believed that any required reimbursement will not be material.

Purchase Commitments

As of June 30, 2019, the District was committed under various capital expenditure purchase agreements for construction and modernization projects totaling approximately \$89.3 million. Projects will be funded through state funds and general funds.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

**NOTE 16: GOVERNMENTAL ACCOUNTING STANDARDS BOARD STATEMENTS
ISSUED, NOT YET EFFECTIVE**

The Governmental Accounting Standards Board (GASB) has issued pronouncements prior to June 30, 2019, that have effective dates that may impact future financial presentations; however, the impact of the implementation of each of the statements below to the District's financial statements has not been assessed at this time.

Statement No. 84 – *Fiduciary Activities*

The objective of the statement is to improve guidance regarding the recognition of fiduciary activities for accounting and financial reporting purposes by establishing criteria for identifying fiduciary activities of all state and local governments. The statement is effective for the fiscal year 2019-20.

Statement No. 87 – *Leases*

The objective of the statement is to improve the accounting and financial reporting for leases by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases. Inflows of resources or outflows of resources will be recognized based on the payment provisions of the contract. The statement establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. The statement is effective for the fiscal year 2020-21.

Statement No. 90 – *Majority Equity Interests – an amendment of GASB Statements No. 14 and No. 61*

The statement modifies previous guidance for reporting a majority equity interest in a legally separate organization and provides guidance for reporting a component unit if 100 percent equity interest is acquired in that component unit. The statement is effective for the fiscal year 2019-20.

Statement No. 91 – *Conduit Debt Obligations*

The objective of the statement is to eliminate diversity in practice associated with commitments extended by issuers, arrangements associated with conduit obligations and related note disclosures. The statement clarifies the existing definition of a conduit debt obligation, establishing that a conduit debt obligation is not a liability of the user, and establishing standards for accounting and financial reporting. The statement is effective for the fiscal year 2021-22.

REQUIRED SUPPLEMENTARY INFORMATION

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF THE DISTRICT'S PROPORTIONATE
SHARE OF THE NET PENSION LIABILITY
For the Fiscal Year Ended June 30, 2019**

<u>California State Teachers' Retirement System - State Teachers' Retirement Plan</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
District's proportion of the net pension liability (assets)	0.1220%	0.1290%	0.1300%	0.1290%	0.1220%
District's proportionate share of the net pension liability (asset)	\$ 71,293,140	\$ 86,772,244	\$ 105,145,300	\$ 119,299,200	\$ 112,126,540
State's proportionate share of the net pension liability (asset) associated with the District	43,375,206	45,892,828	59,866,156	70,576,974	64,198,003
Total	<u>\$ 114,668,346</u>	<u>\$ 132,665,072</u>	<u>\$ 165,011,456</u>	<u>\$ 189,876,174</u>	<u>\$ 176,324,543</u>
District's covered payroll	\$ 63,923,000	\$ 59,388,000	\$ 66,927,000	\$ 75,351,000	\$ 73,766,000
District's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	111.53%	146.11%	157.10%	158.32%	152.00%
Plan fiduciary net position as a percentage of the total pension liability	76.50%	76.50%	70.04%	69.46%	71.00%
 <u>California Public Employees' Retirement System - Schools Pool Plan</u>	 <u>2015</u>	 <u>2016</u>	 <u>2017</u>	 <u>2018</u>	 <u>2019</u>
District's proportion of the net pension liability (assets)	0.3780%	0.3770%	0.3831%	0.3947%	0.3772%
District's proportionate share of the net pension liability (asset)	<u>\$ 42,912,204</u>	<u>\$ 55,573,249</u>	<u>\$ 75,662,487</u>	<u>\$ 94,225,307</u>	<u>\$ 100,573,395</u>
District's covered payroll	\$ 42,707,000	\$ 41,766,000	\$ 45,786,000	\$ 50,140,000	\$ 49,764,000
District's proportionate share of the net pension liability (asset) as a percentage of its covered payroll	100.48%	133.06%	165.25%	187.92%	202.10%
Plan fiduciary net position as a percentage of the total pension liability	83.40%	83.40%	73.90%	71.87%	71.00%

Note: Accounting standards require presentation of 10 years of information. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule as future data becomes available.

The amounts for covered payroll are reported as of the previous fiscal year to align with the measurement date of the net pension liability.

See the accompanying notes to the required supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF DISTRICT PENSION CONTRIBUTIONS
For the Fiscal Year Ended June 30, 2019**

<u>California State Teachers' Retirement System - State Teachers' Retirement Plan</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Contractually required contribution	\$ 8,300,583	\$ 7,181,247	\$ 9,479,208	\$ 10,603,030	\$ 12,321,240
Contributions in relation to the contractually required contribution	<u>8,300,583</u>	<u>7,181,247</u>	<u>9,479,208</u>	<u>10,603,030</u>	<u>12,321,240</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 59,388,000	\$ 66,927,000	\$ 75,351,000	\$ 73,766,000	\$ 75,683,292
Contributions as a percentage of covered payroll	13.98%	10.73%	12.58%	14.37%	16.28%
 <u>California Public Employees' Retirement System - Schools Pool Plan</u>	 <u>2015</u>	 <u>2016</u>	 <u>2017</u>	 <u>2018</u>	 <u>2019</u>
Contractually required contribution	\$ 4,916,269	\$ 5,424,269	\$ 6,963,468	\$ 7,728,887	\$ 9,265,030
Contributions in relation to the contractually required contribution	<u>4,916,269</u>	<u>5,424,269</u>	<u>6,963,468</u>	<u>7,728,887</u>	<u>9,265,030</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
District's covered payroll	\$ 41,766,000	\$ 45,786,000	\$ 50,140,000	\$ 49,764,000	\$ 51,295,704
Contributions as a percentage of covered payroll	11.77%	11.85%	13.89%	15.53%	18.06%

Note: Accounting standards require presentation of 10 years of information. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule as future data becomes available.

See the accompanying notes to the required supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS
For the Fiscal Year Ended June 30, 2019**

	As of June 2017	As of December 2017	As of June 2019
Total OPEB Liability			
Service Cost	\$ 4,353,903	\$ 4,353,892	\$ 4,753,578
Interest	6,099,713	6,387,047	6,901,495
Changes in Benefit Terms	-	-	37,345
Difference between expected and actual experience			(748,283)
Changes in assumptions	-	-	(3,986,221)
Benefit Payments	(4,239,872)	(5,257,031)	(5,692,789)
Net Change in Total OPEB Liability	6,213,744	5,483,908	1,265,125
Total OPEB Liability - beginning	99,594,587	104,725,415	113,117,730
Total OPEB Liability - ending (a)	<u>\$ 105,808,331</u>	<u>\$ 110,209,323</u>	<u>\$ 114,382,855</u>
Plan Fiduciary Net Position			
Contributions - Employer	\$ 11,116,750	\$ 12,133,909	\$ 6,745,882
Net Investment Income	10,662,951	13,243,922	5,625,978
Benefit Payments	(4,239,872)	(5,257,031)	(5,692,789)
Administrative Expense	(327,398)	-	-
Net Change in Plan Fiduciary Net Position	17,212,431	20,120,800	6,679,071
Plan Fiduciary Net Position - beginning	92,851,453	96,106,489	116,478,409
Plan Fiduciary Net Position - ending (b)	<u>\$ 110,063,884</u>	<u>\$ 116,227,289</u>	<u>\$ 123,157,480</u>
Net OPEB Liability (Asset) - ending (a) - (b)	<u>\$ (4,255,553)</u>	<u>\$ (6,017,966)</u>	<u>\$ (8,774,625)</u>
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability	104.02%	105.46%	107.67%
Covered-employee payroll	\$ 89,360,000	\$ 91,216,000	\$ 94,182,000
Net OPEB liability (asset) as a percentage of covered-employee payroll	-4.76%	-6.60%	-9.30%

Note: Accounting standards require presentation of 10 years of information. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule as future data becomes available.

See the accompanying notes to the required supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF POSTEMPLOYMENT HEALTHCARE BENEFITS
EMPLOYER CONTRIBUTIONS
For the Fiscal Year Ended June 30, 2019**

<u>OPEB Contributions</u>	As of June 2017	As of December 2017	As of June 2019
Actuarially Determined Contribution (ADC)	\$ 4,594,742	\$ 4,594,742	\$ 4,979,864
Contributions in relation to the ADC	<u>6,390,000</u>	<u>12,133,909</u>	<u>6,745,882</u>
Contribution deficiency (excess)	<u>\$ (1,795,258)</u>	<u>\$ (7,539,167)</u>	<u>\$ (1,766,018)</u>
District's covered-employee payroll	\$ 89,360,000	\$ 91,216,000	\$ 94,182,000
Contributions as a percentage of covered-employee payroll	7.15%	13.30%	7.16%

See the accompanying notes to the required supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF POSTEMPLOYMENT HEALTHCARE BENEFITS
MONEY-WEIGHTED RATE OF RETURN ON PLAN ASSETS
For the Fiscal Year Ended June 30, 2019**

<u>Year</u>	<u>Annual money-weighted rate of return, net of investment expense</u>
2017	10.62%
2018	5.83%
2019	4.46%

Note: Accounting standards require presentation of 10 years of information. However, the information in this schedule is not required to be presented retroactively. Years will be added to this schedule as future data becomes available.

See the accompanying notes to the required supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
For the Fiscal Year Ended June 30, 2019**

NOTE 1: PURPOSE OF SCHEDULES

Schedules of District's Proportionate Share of the Net Pension Liability – CalSTRS-STRP and CalPERS-Schools Pool Plan

The schedule presents information on the District's proportionate share of the net pension liability, the plans' fiduciary net position and, when applicable, the State's proportionate share of the net pension liability associated with the District. In the future, as data becomes available, 10 years of information will be presented.

Schedules of District Contributions – CalSTRS-STRP and CalPERS-Schools Pool Plan

The schedule presents information on the District's required contribution, the amounts actually contributed and any excess or deficiency related to the required contribution. In the future, as data becomes available, 10 years of information will be presented.

Schedule of Changes in the Net OPEB Liability and Related Ratios

The schedule is intended to show trends about the changes in the District's actuarially determined liability for postemployment benefits other than pensions.

Benefit changes – None

Changes of Assumptions - None

Schedule of Postemployment Healthcare Benefits Employer Contributions

The schedule is intended to show trends about the amounts contributed in relation to the actuarially determined contribution.

Actuarially determined contribution rates are calculated as of December 31, 2018, six months prior to the end of the fiscal year in which contributions are reported.

Methods of assumptions used to determine contribution rates are:

Actuarial Cost Method	Entry age normal
Inflation	2.75%
Salary Increases	3%
Investment Rate of Return	6.0%
Health Care Trend Rate	6.0% decreasing to 4.0% in 2025

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION
For the Fiscal Year Ended June 30, 2019**

NOTE 1: PURPOSE OF SCHEDULES

Mortality rates were based using RPH 2014 mortality table with generational improvements using scale MP2018.

Schedule of Postemployment Healthcare Benefits Money-Weighted Rate of Return on Plan Assets

The schedule is intended to show trends about the rate of return on plan assets.

SUPPLEMENTARY INFORMATION

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**HISTORY AND ORGANIZATION
For the Fiscal Year Ended June 30, 2019**

The Board of Trustees and the District Administrators for the fiscal year ended June 30, 2019 were as follows:

BOARD OF TRUSTEES

<u>Member</u>	<u>Office</u>	<u>Term Expires</u>
Mr. T. J. Prendergast, III	President	2022
Mr. Timothy Jemal	Vice President	2020
Dr. James R. Wright	Clerk	2020
Mr. David B. Lang	Member	2020
Ms. Marcia Milchiker	Member	2022
Ms. Barbara J. Jay	Member	2020
Ms. Terri Whitt	Member	2022
Ms. Martha Uriarte	Student Member	2020

DISTRICT ADMINISTRATORS

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2019**

Program Name	Pass-Through		Total Program Expenditures	Passed through to Subrecipients
	Federal Catalog Number	Entity Identifying Number		
United States Department of Education				
Direct:				
Student Financial Aid Cluster:				
Federal Work Study	84.033	(1)	\$ 501,724	\$ -
Pell Grant	84.063	(1)	20,059,021	-
Financial Aid Administrative Allowance	84.007	(1)	29,997	-
Federal Direct Student Loans	84.268	(1)	1,992,491	-
Supplemental Education Opportunity Grant	84.007	(1)	661,000	-
Subtotal: Student Financial Aid Cluster			23,244,233	-
Asian American and Native Pacific Islander Serving Institutions Program (AANAPISI)	84.031	(1)	406,411	-
Pass-Through Program From California Department of Education:				
Perkins Title 1-C	84.048	(1)	811,151	-
CTE Transistions-Perkins IV	84.048	(1)	82,754	-
Subtotal: VTEA (Perkins)			893,905	-
Workforce Innovation and Opportunity Act- Adult Education and Family Literacy Act	84.002	(1)	108,501	-
Total: United States Department of Education			24,653,050	-
United States Department of Health and Human Services				
Direct:				
Health Resources and Services Administration-Behavioral Health	93.243	(1)	58,789	-
Pass-Through Program From California Department of Education:				
Temporary Assistance for Needy Families (TANF) Cluster	93.558	6780-111-0001	88,488	-
Total: United States Department of Health and Human Services			147,277	-

See the accompanying notes to the supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Fiscal Year Ended June 30, 2019**

	Pass-Through			
	Federal Catalog	Entity Identifying	Total Program	Passed through to
Program Name	Number	Number	Expenditures	Subrecipients
National Science Foundation (NSF)				
Direct:				
NSF Photonics Planning	47.076	(1)	595	-
NSF STEM Core Initiative	47.076	(1)	134,200	-
NSF: STEM CORE Expansion	47.076	(1)	727,716	449,085
NSF: Optics, Photonics, and Lasers Technical Education Curriculum Development	47.076	(1)	22,585	-
Subtotal: NSF Direct Program			885,096	449,085
Passed through the University of California, Irvine:				
NSF iUse	47.076	(1)	18,495	-
Subtotal: NSF Passed Through			18,495	-
Total: NSF			903,591	449,085
Total Federal Programs			\$ 25,703,918	\$ 449,085

(1) Pass-Through Entity Identifying Number not readily available or not applicable

See the accompanying notes to the supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF STATE FINANCIAL ASSISTANCE - GRANTS
For the Fiscal Year Ended June 30, 2019**

Program Name	Program Revenues						Total Program Expenditures
	Cash Received	Prior Year Unearned Revenue	Accounts Receivable	Unearned Revenue	Accounts Payable	Total	
State Categorical Aid Programs:							
Adult Education Block Grant (AEBG)	\$ 2,664,886	\$ 3,622,378	\$ -	\$ 2,832,674	\$ -	\$ 3,454,590	\$ 3,454,590
Adult Education AEBG Fiscal Agent	4,776,634	57,439		99,589		4,734,484	4,734,484
Adult Education Block Grant - Data		32,345				32,345	32,345
Basic Skills	756,007	642,253		728,565		669,695	669,695
Board Financial Assistance Program - Student Financial Aid Administration	934,620					934,620	934,620
California College Promise	1,900,199			489,127		1,411,072	1,411,072
CalWORKS	465,744					465,744	465,744
Classified Professional Development	112,856			112,856		-	-
Cooperative Agencies Resources for Education (CARE)	151,345					151,345	151,345
Disabled Student Program and Services (DSPS)	3,233,977					3,233,977	3,233,977
Equal Employment Opportunity Extended Opportunities Program and Services (EOPS)	50,000	93,521		114,813		28,708	28,708
Enrollment Growth	1,700,527					1,700,527	1,700,527
Financial Aid Technology	263,834			253,929		263,834	263,834
Foster and Kinship Care Education	342,211		46,174			88,282	88,282
Guided Pathways	161,968			482,404		208,142	208,142
Hunger Free Campus	688,663			188,127		206,259	206,259
Mental Health Support	244,466			103,332		56,339	56,339
Physical Plant and Instructional Equipment	243,381	6,430,318		3,765,222		140,049	140,049
Strong Workforce Local Allocation	676,633	3,886,917		4,537,320		3,341,729	3,341,729
Student Success - (Equity)	2,843,699	1,089,489		1,228,467		2,193,296	2,193,296
Student Success and Support Program (SSSP) - Credit	1,903,275	2,379,164		2,438,757		1,764,297	1,764,297
Student Success and Support Program (SSSP) - Non-Credit	7,170,672					7,111,079	7,111,079
Student Success Completion Grant	272,034	43,556		225,859		89,731	89,731
Veteran Resource Center	2,027,298					2,027,298	2,027,298
	121,886	130,863		121,591		131,158	131,158
Other State Awards:							
Basic Skills Student Outcome Transformation	653,297		763,808			1,417,104	1,417,104
Business & Entrepreneurship	7,500					7,500	7,500
California Virtual Campus	14,218					14,218	14,218
Campus Safety and Sexual Assault		53,488		35,450		18,038	18,038
Child Development Training Consortium	12,301		22,235			34,537	34,537
CTE Data Unlocked Initiative		46,815		32,909		13,907	13,907
Deputy Sector Navigator	80,000		24,867			104,867	104,867
Education Futures Project	104,313		10,141			114,454	114,454
Innovation and Effectiveness Plan	200,000			152,311		47,689	47,689
Pre-Apprenticeship	55,983					55,983	55,983
Real Estate Education Center	62,481		40,519			103,000	103,000
Strong Workforce - Regional	1,456,185		182,370			1,638,555	1,638,555
Veterans Credit Articulation Track		1,871,750		1,605,131		266,619	266,619
Veterans Resource Center Grant Program	200,000	1,800,000	-	1,709,949	-	290,051	290,051
Total State Awards	<u>\$ 36,553,093</u>	<u>\$ 22,180,296</u>	<u>\$ 1,090,114</u>	<u>\$ 21,258,381</u>	<u>\$ -</u>	<u>\$ 38,565,122</u>	<u>\$ 38,565,122</u>

See the accompanying notes to the supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF WORKLOAD MEASURES FOR STATE GENERAL
APPORTIONMENT ANNUAL (ACTUAL) ATTENDANCE
For the Fiscal Year Ended June 30, 2019**

Categories	Reported Data Factored	Audit Adjustments	Revised Data Factored
A. Summer Intersession (Summer 2018 only)			
1. Noncredit ¹	446.65	-	446.65
2. Credit ¹	3,302.44	-	3,302.44
B. Summer Intersession (Summer 2019- Prior to July 1, 2019)			
1. Noncredit ¹	0.78	-	0.78
2. Credit ¹	26.19	-	26.19
C. Primary Terms (Exclusive of Summer Intersession)			
1. Census Procedure Courses			
(a) Weekly Census Contact Hours	12,860.00	-	12,860.00
(b) Daily Census Contact Hours	794.32	-	794.32
2. Actual Hours of Attendance Procedure Courses			
(a) Noncredit ¹	2,754.83	-	2,754.83
(b) Credit ¹	1,051.20	-	1,051.20
3. Independent Study/Work Experience			
(a) Weekly Census Contact Hours	2,622.40	-	2,622.40
(b) Daily Census Contact Hours	2,664.07	-	2,664.07
(c) Noncredit Independent Study/Distance Education Courses	9.08	-	9.08
D. Total FTES	26,531.96	-	26,531.96
Supplemental Information (subset of above information)			
E. In-service Training Courses (FTES)	-	-	-
H. Basic Skills courses and Immigrant Education			
(a) Noncredit ¹	1,282.26	-	1,282.26
(b) Credit ¹	1,157.70	-	1,157.70
<u>CCFS 320 Addendum</u>			
CDCP Noncredit FTES	1,053.06	-	1,053.06
Centers FTES			
(a) Noncredit ¹	-	-	-
(b) Credit ¹	-	-	-

¹Including Career Development and College Preparation (CDCP) FTES

See the accompanying notes to the supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET
REPORT WITH AUDITED FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

The audit resulted in no adjustments to the fund balances reported on the June 30, 2019 Annual Financial and Budget Report (CCFS-311) based upon governmental accounting principles. In accordance with Governmental Accounting Standards Board Statements No. 34 and No. 35, the financial statements have been prepared under the full accrual basis of accounting which requires that revenues are recognized when earned, and expenses are recorded when an obligation has been incurred. Additional entries were made to comply with the governmental reporting requirements. These entries are not considered audit adjustments for purposes of this reconciliation.

A reconciliation between the fund balances reported on the June 30, 2019 Annual Financial and Budget Report (CCFS-311), based upon the modified accrual basis of accounting, and total net position recorded on the full accrual basis of accounting is shown below and on the following page:

Unrestricted Fund Balance	\$ 77,459,498
Restricted Fund Balance	9,876,054
Capital Outlay Fund Balance	275,713,949
Self Insurance Fund Balance	3,306,877
Retiree Benefits Fund Balance	1,418,447
Pension Stabilization Trust Fund Balance	30,325,168
All Other Funds	<u>443,977</u>
 Total fund balances as reported on the Annual Financial and Budget Report (CCFS-311)	 <u>\$ 398,543,970</u>

See the accompanying notes to the supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF ANNUAL FINANCIAL AND BUDGET
REPORT WITH AUDITED FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

Total fund balances as reported on the Annual Financial and Budget Report (CCFS-311)	\$ 398,543,970
Capital assets used for governmental activities are not financial resources and therefore are not reported as assets in governmental funds. Net capital assets of \$9,160 are already recorded in other governmental funds. Capital assets, net of accumulated depreciation are added to total net assets.	402,774,316
Deferred outflows associated with pension (PERS and STRS) and OPEB costs result from pension and OPEB contributions made during the fiscal year and from actuarially determined adjustments. These amounts will be recognized as a reduction of the net pension liability or amortized to pension expense, as applicable, in subsequent periods.	59,566,221
Compensated absences and load banking are not due and payable in the current period and therefore are not reported in the governmental funds. The short term portion of compensated absences and load banking of \$745,111 is already recorded in the General Fund.	(4,746,931)
The supplemental employee retirement plan is not due and payable in the current period and therefore are not reported in the governmental funds.	(5,507,117)
The liability of employers and nonemployers contributing to employees for benefits provided through a defined benefit pension plan (PERS and STRS) is recorded as net pension and liabilities. The proportionate share of the STRS Medicare Premium Program is also recorded as a liability.	(212,856,908)
Amounts reserved for other post employment retirement plans in excess of annual required contributions is reported in total net position in the governmental funds. These amounts are recognized as assets which will apply against future required contribution.	8,774,625
Deferred inflows associated with pension costs and OPEB represent an acquisition of net assets by the District that is applicable to a future reporting period. The deferred inflows of resources results from the difference between the expended and actual experience, the difference in proportion and changes in assumptions. These amounts are deferred and amortized.	(25,319,601)
Total net position	<u>\$ 621,228,575</u>

See the accompanying notes to the supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**RECONCILIATION OF 50 PERCENT LAW CALCULATION
For the Fiscal Year Ended June 30, 2019**

		Activity (ECSA) ECS 84362 A Instructional Salary Cost AC 0100-5900 & AC 6110			Activity (ECSB) ECS 84362 B Total CEE AC 0100-6799		
Object/Top Codes		Reported Data	Audit Adjustments	Revised Data	Reported Data	Audit Adjustments	Revised Data
<u>Academic Salaries</u>							
Instructional Salaries - Contract or Regular	1100	35,561,300	-	35,561,300	35,561,300	-	35,561,300
Instructional Salaries - Other	1300	30,310,235	-	30,310,235	30,310,235	-	30,310,235
Total Instructional Salaries		65,871,535	-	65,871,535	65,871,535	-	65,871,535
Non-Instructional Salaries - Contract or Regular	1200	-	-	-	10,635,050	-	10,635,050
Non-Instructional Salaries - Other	1400	-	-	-	3,783,723	-	3,783,723
Total Non-Instructional Salaries		-	-	-	14,418,773	-	14,418,773
Total Academic Salaries		65,871,535	-	65,871,535	80,290,308	-	80,290,308
<u>Classified Salaries</u>							
Non-Instructional Salaries - Regular Status	2100	-	-	-	32,593,046	-	32,593,046
Non-Instructional Salaries - Other	2300	-	-	-	2,010,302	-	2,010,302
Total Non-Instructional Salaries		-	-	-	34,603,348	-	34,603,348
Instructional Aides - Regular Status	2200	3,685,175	-	3,685,175	3,685,175	-	3,685,175
Instructional Aides - Other	2400	1,163,577	-	1,163,577	1,163,577	-	1,163,577
Total Instructional Aides		4,848,752	-	4,848,752	4,848,752	-	4,848,752
Total Classified Salaries		4,848,752	-	4,848,752	39,452,100	-	39,452,100
Employee Benefits	3000	27,471,464	-	27,471,464	53,161,794	-	53,161,794
Supplies and Materials	4000	-	-	-	1,541,975	-	1,541,975
Other Operating Expenses	5000	933,851	-	933,851	15,080,270	-	15,080,270
Equipment Replacement	6420	-	-	-	-	-	-
Total Expenditures Prior to Exclusions		99,125,602	-	99,125,602	189,526,447	-	189,526,447
<u>Exclusions</u>							
<u>Activities to Exclude</u>							
Instructional Staff-Retirees' Benefits & Retirement Incentives	5900	463,942	-	463,942	463,942	-	463,942
Student Health Services Above Amount Collected	6441	-	-	-	53,369	-	53,369
Student Transportation	6491	-	-	-	420,787	-	420,787
Non-instructional Staff-Retirees' Benefits & Retirement Incentives	6740	-	-	-	1,449,551	-	1,449,551
<u>Objects to Exclude</u>							
Rents and Leases	5060	-	-	-	346,563	-	346,563
Lottery Expenditures							
Academic Salaries	1000	-	-	-	-	-	-
Classified Salaries	2000	-	-	-	190,376	-	190,376
Employee Benefits	3000	-	-	-	33,871	-	33,871
Software	4100	-	-	-	-	-	-
Books, Magazines, & Periodicals	4200	-	-	-	-	-	-
Instructional Supplies & Materials	4300	-	-	-	-	-	-
Noninstructional, Supplies & Materials	4400	-	-	-	-	-	-
Other Operating Expenses and Services	5000	-	-	-	4,468,839	-	4,468,839
Capital Outlay	6000	-	-	-	-	-	-
Library Books	6300	-	-	-	-	-	-
Equipment - Additional	6410	-	-	-	-	-	-
Equipment - Replacement	6420	-	-	-	-	-	-
Other Outgo	7000	-	-	-	-	-	-
Total Exclusions		463,942	-	463,942	7,427,298	-	7,427,298
Total for ECS 84362, 50% Law		98,661,660	-	98,661,660	182,099,149	-	182,099,149
Percent of CEE (Instructional Salary Cost/Total CEE)		54.18%	0%	54.18%	100%	0%	100%
50% of Current Expense of Education					91,049,575	-	91,049,575

See the accompanying notes to the supplementary information.

Activity Classification	Object Code				Unrestricted
EPA Proceeds:	8630	\$ 2,617,298			
Activity Classification	Object Code	Salaries and Benefits (1000-3000)	Operating Expenses (4000-5000)	Capital Outlay (6000)	Total
Instructional Activities	0100-5900	\$ 2,617,298	\$ -	\$ -	\$ 2,617,298
Other Support Activities (list below)	6XXX	-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
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		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
		-	-	-	-
Total Expenditures for EPA *		\$ 2,617,298	\$ -	\$ -	2,617,298
Revenue less Expenditures					
*Total Expenditures for EPA may not include Administrator Salaries and Benefits or other administrative costs.					

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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINANCIAL TRENDS AND ANALYSIS
For the Fiscal Year Ended June 30, 2019**

	<u>2020 (Budget)</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Total revenues	\$ 360,400,541	\$ 330,394,392	\$ 302,618,006	\$ 282,233,521
Total expenditures	298,422,552	240,264,626	230,584,690	221,183,049
Total other uses	<u>91,186,760</u>	<u>73,494,294</u>	<u>66,992,972</u>	<u>54,731,550</u>
Change in fund balance	<u>(29,208,771)</u>	<u>16,635,472</u>	<u>5,040,344</u>	<u>6,318,922</u>
Ending fund balance	<u>\$ 58,126,781</u>	<u>\$ 87,335,552</u>	<u>\$ 70,700,080</u>	<u>\$ 65,659,736</u>
Available reserve	<u>\$ 50,615,095</u>	<u>\$ 58,126,781</u>	<u>\$ 45,281,055</u>	<u>\$ 38,623,055</u>
Available reserve %	16.96%	24.19%	19.64%	17.46%
Full-time equivalent students	<u>26,532</u>	<u>26,532</u>	<u>26,963</u>	<u>27,365</u>
Total long term debt	<u>\$ 221,847,232</u>	<u>\$ 224,427,613</u>	<u>\$ 222,217,846</u>	<u>\$ 195,695,202</u>

IMPORTANT NOTES:

Available reserve balance is the amount designated for general reserve and any other remaining undesignated amounts in the General Fund. The 2020 budget reserve balance was estimated using the budgeted contingency reserve balances less other 2019 amounts reserved.

The 2020 budget is the Plan and Budget adopted by the Board of Trustees on August 26, 2019

The California Community College Chancellor's Office has provided guidelines that recommend an ending fund balance of 3% of unrestricted expenditures as a minimum with a prudent ending fund balance being 5% of unrestricted expenditures. In addition, the District's Board policy requires a 7.5% unrestricted ending fund balance.

Long-term debt is reported for the District as a whole and includes debt related to all funds.

See the accompanying notes to the supplementary information.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE SUPPLEMENTARY INFORMATION
For the Fiscal Year Ended June 30, 2019**

NOTE 1: PURPOSE OF SCHEDULES

Schedule of Expenditures of Federal Awards

Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the District under programs of the federal governmental for the year ended June 30, 2019. The information in this Schedule is presented in accordance with the requirements of the Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of operations of the District, it is not intended to and does not present the financial position, changes in net assets, or cash flows of the District.

Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the full accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. The District did not use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

Schedule of State Financial Assistance – Grants

The Schedule of State Financial Assistance was prepared on the full accrual basis of accounting.

Schedule of Workload Measures for State General Apportionment Annual (Actual) Attendance

The Schedule of Workload Measures for State General Apportionment represents the basis of apportionment of a portion of the District's annual source of funding.

Reconciliation of Annual Financial and Budget Report with Audited Financial Statements

This schedule reports any audit adjustments made to the fund balances reported on the June 30, 2019 Annual Financial and Budget Report (CCFS- 311). This schedule is prepared to show a reconciliation between the governmental fund balances reported on the June 30, 2019 Annual Financial and Budget Report (CCFS- 311), based upon the modified accrual basis of accounting, and total net position recorded on the full accrual basis of accounting.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**NOTES TO THE SUPPLEMENTARY INFORMATION
For the Fiscal Year Ended June 30, 2019**

NOTE 1: PURPOSE OF SCHEDULES

Reconciliation of 50 Percent Law Calculation

This schedule reports any audit adjustments made to the 50 percent law calculation (Education Code Section 84362).

Education Protection Account Expenditure Report

This schedule reports how funds received from the passage of Propositions 30 and 55 Education Protection Act were expended.

Schedule of General Fund Financial Trends and Analysis

This schedule is prepared to show financial trends of the General Fund over the past three fiscal years as well as the current year budget. This schedule is intended to identify if the District faces potential fiscal problems and if they have met the recommended available reserve percentages.

OTHER INDEPENDENT AUDITOR'S REPORT



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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

Board of Trustees
South Orange County Community College District
Mission Viejo, California

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of the business-type activities, the fiduciary activities and the aggregate discretely presented component units of South Orange County Community College District (the District), as of and for the year ended June 30, 2019, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated October 28, 2019.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the financial statements will not be prevented or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



CliftonLarsonAllen LLP
Glendora, California
October 28, 2019



CliftonLarsonAllen LLP
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**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE
FOR EACH MAJOR FEDERAL PROGRAM; AND REPORT
ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED
BY THE UNIFORM GUIDANCE**

Board of Trustees
South Orange County Community College District
Mission Viejo, California

Report on Compliance for Each Major Federal Program

We have audited South Orange County Community College District's (the District) compliance with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Compliance Supplement* that could have a direct and material effect on each of the District's major federal programs for the year ended June 30, 2019. The District's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the District's compliance.

Opinion on Each Major Federal Program

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2019.

Other Matters

The results of our auditing procedures disclosed instances of noncompliance, which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as items 2019-001, 2019-002 and 2019-003. Our opinion on each major federal program is not modified with respect to these matters.

The District's response to the noncompliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the District's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance, for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and

therefore, material weaknesses or significant deficiencies may exist and not been identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, we did identify certain deficiencies in internal control over compliance, described in the accompanying schedule of findings and questioned costs as items 2019-001, 2019-002 and 2019-003, that we consider to be significant deficiencies.

The Districts' response to the internal control over compliance findings identified in our audit is described in the accompanying schedule of findings and questioned costs. The District's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Purpose of this Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "CliftonLarsonAllen LLP". The signature is written in a cursive, flowing style.

CliftonLarsonAllen LLP

Glendora, California

October 28, 2019



CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITOR'S REPORT ON STATE COMPLIANCE

Board of Trustees
South Orange County Community College District
Mission Viejo, California

We have audited the South Orange County Community College District's (the District) compliance with the types of compliance requirements described in the *2018-19 Contracted District Audit Manual*, published by the California Community Colleges Chancellor's Office for the year ended June 30, 2019. The District's state compliance requirements are identified in the table provided.

Management's Responsibility

Management is responsible for compliance with the state laws and regulations as identified below.

Auditor's Responsibility

Our responsibility is to express an opinion on the District's compliance based on our audit of the types of compliance requirements referred to below.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the *2018-19 Contracted District Audit Manual*, published by the California Community Colleges Chancellor's Office. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the specific areas listed below has occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion on state compliance. However, our audit does not provide a legal determination of the District's compliance.

Compliance Requirements Tested

In connection with the audit referred to above, we selected and tested transactions and records to determine the District's compliance with the laws and regulations applicable to the following items:

<u>Section</u>	<u>Description</u>	<u>Procedures Performed</u>
421	Salaries of Classroom Instructors (50 Percent Law)	Yes
423	Apportionment for Instructional Service Agreements/Contracts	Yes
424	State General Apportionment Funding System	Yes
425	Residency Determination for Credit Courses	Yes
426	Students Actively Enrolled	Yes
427	Dual Enrollment (CCAP and Non-CCAP)	Yes
430	Scheduled Maintenance Program	Yes
431	Gann Limit Calculation	Yes
435	Open Enrollment	Yes
439	Proposition 39 Clean Energy Funds	Yes
444	Apprenticeship Related and Supplemental Instruction (RSI) Funds	Not applicable
475	Disabled Student Programs and Services (DSPS)	Yes
479	To Be Arranged Hours (TBA)	Yes
490	Proposition 1D and 51 State Bond Funded Projects	Not applicable
491	Education Protection Account Funds	Yes

Opinion on State Compliance

In our opinion, the District complied with the laws and regulations of the state programs referred to above in all material respects for the year ended June 30, 2019.

Purpose of this Report

The purpose of this report on state compliance is solely to describe the results of testing based on the requirements of the *2018-19 Contracted District Audit Manual*. Accordingly, this report is not suitable for any other purpose.



CliftonLarsonAllen LLP
Glendora, California
October 28, 2019

FINDINGS AND QUESTIONED COSTS

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
SUMMARY OF AUDITOR RESULTS
June 30, 2019**

SECTION I – SUMMARY OF AUDITOR’S RESULTS

Financial Statements

Type of auditors’ report issued Unmodified

Internal control over financial reporting:

Material weakness(es) identified? Yes X No
Significant deficiency(ies) identified? Yes X None Reported
Noncompliance material to financial statements noted? Yes X No

Federal Awards

Internal control over major federal awards:

Material weakness(es) identified? Yes X No
Significant deficiency(ies) identified? X Yes None Reported

Type of auditor’s report issued on compliance for major federal programs: Unmodified

Any audit findings disclosed that are required to be reported
in accordance with 2 CFR 200.516(a)? X Yes No

Identification of Major Federal Programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
84.007, 84.033, 84.063, and 84.268	Student Financial Aid Cluster
47.076	National Science Foundation, Education and Human Resources

Dollar threshold used to distinguish between
Type A and Type B programs: Type A - \$771,118; Type B - \$192,779

Auditee qualified as low-risk auditee? X Yes No

The Single Audit for fiscal year 2019 was performed in accordance with the August 2019 edition of the 2019 Compliance Supplement.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO THE FINANCIAL STATEMENTS
June 30, 2019**

There were no findings and questioned costs related to financial statements for June 30, 2019.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO FEDERAL AWARDS
June 30, 2019**

FEDERAL AWARDS FINDINGS

Finding 2019-001: Special Tests and Provisions: Borrower Data Transmission and Reconciliation (Direct Loan)

Federal agency: Department of Education
Federal program title: Student Financial Aid Cluster
CFDA Numbers: 84.268 – Federal Direct Student Loans
Award Period: July 1, 2018 through June 30, 2019

Type of Finding:

Significant Deficiency in Internal Control over Compliance and Non Compliance.

Criteria:

Institutions must report all loan disbursements and submit required records to the Direct Loan Servicing System (DLSS) via the Common Origination and Disbursement (COD) within 15 days of disbursement (OMB No. 1845-0021). Each month, the COD provides institutions with a School Account Statement (SAS) data file which consists of a Cash Summary, Cash Detail, and (optional at the request of the District) Loan Detail records. The District is required to reconcile these files to the institution's financial records.

In addition, 2 CFR 200.303 requires nonfederal entities to, among other things, establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. Effective internal controls should include establishing procedures to ensure student enrollment status changes are accurately and timely reported to the National Student Loan Data System (NSLDS).

Condition:

We were unable to obtain evidence that Irvine Valley College (IVC) is performing the required reconciliations.

Context:

IVC disbursed \$531,563 in Federal Direct Student loans during the fiscal year.

Questioned Costs:

None

Cause:

IVC's internal control process did not ensure the monthly reconciliations were performed on a timely basis.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO FEDERAL AWARDS
June 30, 2019**

Possible Asserted Effect:

There could be unreconciled differences with DLSS. IVC's internal control process did not ensure the required reconciliations were completed on a timely basis.

Repeat Finding:

Similar condition was noted in fiscal year 2018. Refer to finding No. 2018-001.

Recommendation:

We recommend IVC establish procedures to ensure the proper reconciliations are performed on a timely basis.

Views of responsible officials and planned corrective actions:

Irvine Valley College understands the importance and the requirement to properly reconcile all Title IV, HEA and FSA Program funds. This includes reconciling the Direct Loan Program monthly. The Irvine Valley College Financial Aid Office was in transition for most of 2018. Due to this transitional period, there were several staff vacancies, including individuals responsible for the Direct Loan and Pell Grant programs. During this time, reconciliation of the Direct Loan program was neither sufficiently performed nor documented. Once a replacement staff member was hired, the Common Origination and Disbursement (COD) staff continuously contacted the Financial Aid Office to reconcile 17-18 Pell Grants as the department had not been able to closeout by the 9/30/18 deadline for similar reasons. By the time the staff member was trained and performing Direct Loan reconciliations, it was not until near the end of the school year. The program was eventually closed out in July 2019 to meet the federal deadline.

To ensure the Direct Loan reconciliation process at IVC is performed within the required 30 days and is being properly documented moving forward, the Assistant Dean of Financial Aid, in working with staff members and District Accounting has enacted the following:

1. Loans have begun being reconciled on the first of the month by the Senior Financial Aid Specialist over fiscal duties in the Financial Aid Office, in collaboration with District Accounting and Financial Aid Office staff including the Assistant Dean.
2. A tracking log is provided with signatures for both the Senior Financial Aid Specialist and Assistant Dean signing off each month.
3. Reconciliation documents are stored on a shared network drive with District Accounting to verify work being performed for all programs for future audits.
4. Quarterly meetings with District Accounting to discuss projects, deadlines, program reconciliations and closeouts, audit findings, disbursement processing and related functions.
5. Change in division of duties to streamline processing by splitting loan functions between the Financial Aid Specialist who processes loan requests and the Senior Financial Aid Specialist who transmits data to COD for approval and reconciles funds.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO FEDERAL AWARDS
June 30, 2019**

6. Ongoing meetings each month between team members in the Financial Aid Office on reconciliation status, disbursement processing and related tasks.
7. Reconciliation procedures were updated to reflect new processing changes.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO FEDERAL AWARDS
June 30, 2019**

FINDING 2019-002 – Special Tests and Provisions – Return of Funds on Behalf of the Students:

Federal agency: Department of Education
Federal program title: Student Financial Aid Cluster
CFDA Numbers: Various
Award Period: July 1, 2018 through June 30, 2019

Type of Finding:

Significant Deficiency in Internal Control over Compliance and Non Compliance

Criteria:

According to 34 CFR 668.22 (a)(6)(ii)(B)(1), all grant funds relating to post-withdrawal disbursements that are not disbursed to the student's account, must be disbursed to the student no later than 45 days after the date of the institution's determination that the student withdrew. The Institution should also obtain permission to make post-withdrawal disbursement of grant or loan funds for other than institutional charges.

Condition / Context:

We selected a sample of 40 students who had received Federal aid and had withdrawn from courses offered by the District during the 2018-2019 fiscal year.

During our testing we noted for one student at Irvine Valley College (IVC), the post-withdrawal disbursement for grant funds was made after the 45 days of the date of IVC's determination that the student withdrew and without the permission of the student

Cause:

IVC's process in place did not ensure IVC's compliance with the applicable provisions of Title IV requirements.

Effect:

The case identified resulted in non-compliance with the applicable Title IV requirements.

Identification of repeat finding:

This was not a finding in the prior year.

Recommendation:

We recommend IVC implement controls to ensure compliance with the aforementioned criteria.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO FEDERAL AWARDS
June 30, 2019**

Views of responsible officials and planned corrective actions:

Irvine Valley College understands the importance and requirement to ensure post-withdrawal (PWD) funds are disbursed to students within 45 days from the institution's date of determination of student withdrawal as part of Return to Title IV processing per 34 CFR 668.22(a)(6), while also making sure students want the disbursements as noted in the Student Financial Aid Handbook (SFA), Volume 5, Page 100 (2018-2019) in order to avoid potential Pell Grant overpayments, as two schools cannot pay the student for the same overlapping periods of enrollment and reducing the student's future Pell Grant eligibility (Lifetime Eligibility Used or LEU = 6 years of full-time study).

To ensure PWD funds are disbursed to students within the 45 days, while also acknowledging the student's desire and avoiding Pell Grant overpayment issues, the Assistant Dean of Financial Aid, in working with Financial Aid Office staff members will alter existing processing by observing the following:

1. Students eligible for post-withdrawal disbursements will be notified after the determination has been made and given 14 days to respond if they accept or reject their PWD disbursement.
2. Students who accept their awards, or who do not reply within the 14 days will be processed for disbursement
3. In situations where the student has already been paid at another school for the same term, the R2T4 Specialist will inform the student that no payment can be made unless the other school cancels their award to avoid an overpayment situation and potential District liability.
4. Updated procedures to reflect the procedural changes and training of departmental staff will be performed by the Assistant Dean of Financial Aid.
5. An audit will be conducted each semester by the Senior Financial Aid Specialist in charge of fiscal duties, in collaboration with the Assistant Dean of Financial Aid, to ensure students are being paid their PWD disbursement in accordance with the aforementioned procedures to ensure compliance with 34 CFR 668.22(a)(6) and SFA Handbook, Volume 5, Page 100.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO FEDERAL AWARDS
June 30, 2019**

Finding 2019-003: Special Tests and Provisions: Enrollment Reporting

Federal agency: Department of Education

Federal program title: Student Financial Aid Cluster

CFDA Numbers: Various

Award Period: July 1, 2018 through June 30, 2019

Type of Finding:

Significant Deficiency in Internal Control over Compliance and Non Compliance

Criteria:

Changes in a student's status are required to be reported to the National Student Loan Data System (NSLDS) within 30 days of the change or included in a student status confirmation report sent to NSLDS within 60 days of the status change (34 CFR Section 690.83(b)(2), 34 CFR 685.309). These changes include reductions or increases in attendance levels, withdrawals, graduations, or approved leaves-of-absence.

In addition, 2 CFR 200.303 requires nonfederal entities to, among other things, establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. Effective internal controls should include establishing procedures to ensure student enrollment status changes are accurately and timely reported to the NSLDS.

Condition:

During our testing we noted discrepancies for 4 out of 40 students tested, which is a statistically valid sample. For 1 of the 40 students, we noted that the student withdrew from Saddleback College with proper notification, however the change in the student's enrollment status was not reported to NSLDS on a timely basis. Furthermore, Saddleback College did not properly report to NSLDS, the change in enrollment status for 3 of the 40 students that graduated during the year.

Saddleback College utilizes the National Student Clearinghouse (NSC) as a third party provider in order to submit student information to NSLDS. However, it is possible for the college to create an Enrollment Reporting Summary Report after reporting student status changes on NSLDS, which would have detected these types of errors.

Questioned costs:

None

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF FINDINGS AND QUESTIONED COSTS
RELATED TO FEDERAL AWARDS
June 30, 2019**

Context:

Saddleback College disbursed \$11,904,560 in federal student financial assistance during fiscal year 2019.

Cause:

Saddleback College did not provide updated rosters to NSC on a timely basis. This resulted in a delay in submission of the student's status change information to NSLDS.

Effect:

Saddleback College did not update student enrollment statuses correctly or timely to NSLDS.

Repeat Finding:

This was not a finding in the prior year.

Auditor's Recommendation:

We recommend that Saddleback College put a process in place to ensure determination of all students who withdraw or graduate are accurately and timely reported to NSLDS.

Views of Responsible Officials and Planned Corrective Actions and Conclusion:

Saddleback College has been reporting all enrollments to the National Student Clearinghouse (NSC) enrollment reporting system. Due to NSC not being capable of identifying graduated students with more than one degree program listed in the enrollment files, not all students have been flagged as graduated by NSC for reporting to NSLDS. As such, we are implementing a "Graduates Only" file to send to NSC that will accommodate our students with multiple degree programs. This will resolve the issue discovered in the findings for the first three students.

The final student filed a petition for and was granted a late drop after the final Fall enrollment file was already sent to NSC. Going forward, the Registrar will be responsible for making sure that all late drops and/or retroactive changes to enrollment are manually updated to NSC at the time the drop is processed. These occur rarely and will be easy to flag and maintain.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
RELATED TO STATE AWARDS**

June 30, 2019

STATE COMPLIANCE FINDINGS

There were no findings and questioned costs related to state awards for the year ended June 30, 2019.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
RELATED TO FINANCIAL STATEMENTS AND FEDERAL AWARDS
June 30, 2019**

Finding- 2018-001

Condition:

Institutions must report all loan disbursements and submit required records to the Direct Loan Servicing System (DLSS) via the Common Origination and Disbursement (COD) within 15 days of disbursement (OMB No. 1845-0021). Each month, the COD provides institutions with a School Account Statement (SAS) data file which consists of a Cash Summary, Cash Detail, and (optional at the request of the District) Loan Detail records. The District is required to reconcile these files to the institution's financial records. During fiscal year 2018, evidence that the District was performing the required reconciliations were not maintained.

Recommendation:

The District is required to reconcile the School Account Statement (SAS) data file from COD with the institution's financial records and maintain evidence that said reconciliation was completed.

Current Status:

Corrective action was taken at Saddleback College. Similar condition was noted for Irvine Valley College during the fiscal year. Refer to finding 2019-001.

Irvine Valley College (IVC) understands the importance and the requirement to properly reconcile all Title IV, HEA and FSA Program funds. This includes reconciling the Direct Loan Program monthly. The IVC Financial Aid Office was in transition for most of 2018. Due to this transitional period, there were several staff vacancies, including individuals responsible for the Direct Loan and Pell Grant programs. During this time, reconciliation of the Direct Loan program was neither sufficiently performed nor documented. Once a replacement staff member was hired, the Common Origination and Disbursement (COD) staff continuously contacted the Financial Aid Office to reconcile 17-18 Pell Grants as the department had not been able to closeout by the 9/30/18 deadline for similar reasons. By the time the staff member was trained and performing Direct Loan reconciliations, it was not until near the end of the school year. The program was eventually closed out in July 2019 to meet the federal deadline.

To ensure the Direct Loan reconciliation process at IVC is performed within the required 30 days and is being properly documented moving forward, the Assistant Dean of Financial Aid, in working with staff members and District Accounting has enacted the following:

Loans have begun being reconciled on the first of the month by the Senior Financial Aid Specialist over fiscal duties in the Financial Aid Office, in collaboration with District Accounting and Financial Aid Office staff including the Assistant Dean.

- A tracking log is provided with signatures for both the Senior Financial Aid Specialist and Assistant Dean signing off each month.
- Reconciliation documents are stored on a shared network drive with District Accounting to verify work being performed for all programs for future audits.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**SCHEDULE OF PRIOR YEAR FINDINGS AND QUESTIONED COSTS
RELATED TO FINANCIAL STATEMENTS AND FEDERAL AWARDS
June 30, 2019**

- Quarterly meetings with District Accounting to discuss projects, deadlines, program reconciliations and closeouts, audit findings, disbursement processing and related functions.
- Change in division of duties to streamline processing by splitting loan functions between the Financial Aid Specialist who processes loan requests and the Senior Financial Aid Specialist who transmits data to COD for approval and reconciles funds.
- Ongoing meetings each month between team members in the Financial Aid Office on reconciliation status, disbursement processing and related tasks.
- Reconciliation procedures were updated to reflect new processing changes.

Finding- 2018-002

Condition: The institutional portion of the unearned aid was not returned in a timely manner.

Recommendation:

It was recommended the District implement controls to ensure the Title IV funds are returned in a timely manner.

Current Status:

Corrective action was taken at both Saddleback College and Irvine Valley College.

SADDLEBACK COLLEGE FOUNDATION
REPORT ON AUDIT OF FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018
And
Independent Auditors' Report



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CONSULTING

SADDLEBACK COLLEGE FOUNDATION

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INDEPENDENT AUDITORS' REPORT

Board of Governors
Saddleback College Foundation
28000 Marguerite Parkway
Mission Viejo, CA 92692

Report on the Financial Statements

We have audited the accompanying basic financial statements of the Saddleback College Foundation (the Foundation), a component unit of the South Orange County Community College District, which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, cash flows and functional expense for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Foundation's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, we express no

Board of Governors
Saddleback College Foundation

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to on page one present fairly, in all material respects, the respective financial position of the Saddleback College Foundation as of June 30, 2019, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a matter

Change in Accounting Principles

As discussed in Note 1 to the financial statement, Saddleback College Foundation adopted the accounting Standards Update (ASU) No. 2016-14, Not-for-Profit Entities (Topic 958): *Presentation of Financial Statements of Not-for Profit Entities*. Our auditors' opinion was not modified with respect to the implementation.

Correction of Error

As discussed in Note 11 to the financial statements, certain errors resulting in an understatement of amounts reported in the statement of net position as of June 30, 2018 and the statement of activities for the fiscal year then ended, were discovered. Accordingly, beginning net assets have been restated in the June 30, 2018 financial statements now presented. Our opinion is not modified with respect to this matter.

Report on Summarized Comparative Information

We have previously audited the Foundation's June 30, 2018 financial statements and we expressed an unmodified opinion on those audited financial statements in our report dated October 29, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived taking into consideration the prior period adjustments noted above.



CliftonLarsonAllen LLP
Glendora, California
November 5, 2019

SADDLEBACK COLLEGE FOUNDATION

STATEMENT OF FINANCIAL POSITION

June 30, 2019

With Comparative Totals at June 30, 2018

	2019	2018 (as restated)
<u>Assets</u>		
Current Assets:		
Cash and cash equivalents	\$ 79,702	\$ 309,036
Accounts receivable	39,214	12,559
Contributions receivable - current portion	4,000	4,000
Investments, at fair value	219,942	583,147
Prepays	87,374	50,581
Total Current Assets	430,232	959,323
Non-Current Assets:		
Contributions receivable, net of discount	1,150,150	1,084,474
Investments, at fair value	8,321,821	7,905,962
Investments with FCCC	940,837	936,808
Total Non-Current Assets	10,412,808	9,927,244
Total Assets	\$ 10,843,040	\$ 10,886,567
<u>Liabilities and Net Assets</u>		
Current Liabilities:		
Accounts payable	\$ 25,537	\$ 21,603
Accrued liabilities	70,161	198,870
Total Current Liabilities	95,698	220,473
Net Assets:		
Without donor restrictions	47,981	124,082
With donor restrictions	10,699,361	10,542,012
Total Net Assets	10,747,342	10,666,094
Total Liabilities and Net Assets	\$ 10,843,040	\$ 10,886,567

SADDLEBACK COLLEGE FOUNDATION

STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

	June 30, 2019			June 30, 2018 (as restated)
	Without Donor Restrictions	With Donor Restrictions	Total	Total
Support and Revenue				
Support				
Contributions	\$ 53,963	\$ 679,545	\$ 733,508	\$ 1,729,690
Special event income - fundraisers	-	92,361	92,361	252,226
Campus programs	117,646	131,994	249,640	238,917
In-kind donations	28,133	-	28,133	51,607
Donated services	307,469	-	307,469	431,473
Donated professional fees	10,860	-	10,860	9,000
Total Support	<u>518,071</u>	<u>903,900</u>	<u>1,421,971</u>	<u>2,712,913</u>
Other income, gains and losses				
Investment income	46,301	237,368	283,669	112,023
Realized gain (loss) on investments	52,826	115,026	167,852	591,480
Unrealized gain (loss) on investments	7,154	(152,886)	(145,732)	(311,890)
Change in value of FCCC investments	-	4,029	4,029	14,594
Other income	109,152	123,300	232,452	241,312
Total Other Income, Gains, and Losses	<u>215,433</u>	<u>326,837</u>	<u>542,270</u>	<u>647,519</u>
Total revenues before net assets released from restrictions	733,504	1,230,737	1,964,241	3,360,432
Net assets released from restrictions	<u>1,073,388</u>	<u>(1,073,388)</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	<u>1,806,892</u>	<u>157,349</u>	<u>1,964,241</u>	<u>3,360,432</u>
Operating Expenses				
Program services	1,533,872	-	1,533,872	1,901,689
Supporting services				
Management and general	157,817	-	157,817	187,711
Fundraising	191,304	-	191,304	334,956
Total Expenses	<u>1,882,993</u>	<u>-</u>	<u>1,882,993</u>	<u>2,424,356</u>
Change in net assets	<u>(76,101)</u>	<u>157,349</u>	<u>81,248</u>	<u>936,076</u>
Net Assets				
Beginning of year, as restated (see Note 11)	<u>124,082</u>	<u>10,542,012</u>	<u>10,666,094</u>	<u>9,730,018</u>
End of year	<u>\$ 47,981</u>	<u>\$ 10,699,361</u>	<u>\$ 10,747,342</u>	<u>\$ 10,666,094</u>

See the accompanying notes to the financial statements

SADDLEBACK COLLEGE FOUNDATION

STATEMENT OF CASH FLOWS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

	2019	2018 (as restated)
Cash flows from operating activities		
Contributions and special events	\$ 760,193	\$ 1,826,001
Campus programs	222,985	240,967
Investment income	287,698	148,224
Other income	232,452	241,312
Payments to/on behalf of employees	(601,064)	(655,343)
Payments to suppliers	(769,143)	(947,867)
Payments to/on behalf of students	(327,891)	(514,781)
Net cash provided (used) by operating activities	<u>(194,771)</u>	<u>338,513</u>
Cash flows from investing activities		
Purchase of investments	(5,509,878)	(4,865,481)
Proceeds from sale of investments	<u>5,475,315</u>	<u>4,743,623</u>
Net cash used by investing activities	<u>(34,563)</u>	<u>(121,858)</u>
Net increase (decrease) in cash and cash equivalents	(229,334)	216,655
Cash and cash equivalents, beginning of year	<u>309,036</u>	<u>92,381</u>
Cash and cash equivalents, end of year	<u>\$ 79,702</u>	<u>\$ 309,036</u>
Reconciliation of change in net assets to cash provided (used) by operating activities		
Change in net assets	\$ 81,248	\$ 936,076
Adjustment to reconcile change in net assets to cash provided (used) by operating activities		
Realized and unrealized gain on investments	(22,120)	(294,184)
Amortization of discount - present value contributions	98,239	69,796
Change in assets - (increase)/decrease:		
Accounts receivable	(26,655)	2,050
Contributions receivable	(163,915)	(225,711)
Prepays	(36,793)	(13,814)
Change in liabilities - increase/(decrease):		
Accounts payable	3,934	2,321
Accrued liabilities	<u>(128,709)</u>	<u>(138,021)</u>
Net cash provided (used) by operating activities	<u>\$ (194,771)</u>	<u>\$ 338,513</u>

See the accompanying notes to the financial statements

SADDLEBACK COLLEGE FOUNDATION

STATEMENT OF FUNCTIONAL EXPENSE
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

	Program Services	Management & General	Fundraising	Total 2019	Total 2018
Salaries and benefits	\$ 331,232	\$ 60,849	\$ 80,273	\$ 472,355	\$ 517,322
Scholarships and grants	327,891	-	-	327,891	514,781
Donated services	178,464	84,962	44,043	307,469	431,473
Donated professional fees	10,860	-	-	10,860	9,000
In-kind donations	28,133	-	-	28,133	51,607
Supplies and printing	20,547	-	-	20,547	22,879
Conferences and meetings	12,536	1,930	-	14,467	18,336
Dues and memberships	7,471	146	-	7,617	8,516
Equipment	80,031	-	-	80,031	36,492
Contract services	138,168	8,064	-	146,232	149,339
Special events	-	-	66,987	66,987	219,937
Program expenses	256,071	-	-	256,071	301,717
Other expenses	142,466	1,866	-	144,333	142,957
Total	<u>\$ 1,533,872</u>	<u>\$ 157,817</u>	<u>\$ 191,304</u>	<u>\$ 1,882,993</u>	<u>\$ 2,424,356</u>

See the accompanying notes to the financial statements

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 1: ORGANIZATION

Organization and Nature of Activities

Saddleback College Foundation (the Foundation) is a California, nonprofit public benefit corporation founded on December 5, 2003, for the purpose of receiving contributions to further the educational purposes of Saddleback College which is part of the South Orange County Community College District (the District). The principal sources of revenue for the Foundation include donor contributions and investment related income.

Basis of Accounting

The Foundation prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed. The financial statements include the accounts maintained by, and directly under, the control of the Foundation.

Classification of Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor restrictions. The board of governors may designate, from net assets without donor restrictions, net assets for board-directed activities.

Net Assets With Donor Restrictions

Net assets subject to donor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 1: ORGANIZATION

Cash and Cash Equivalents

Cash and cash equivalents consist of cash held in checking accounts. The Foundation maintains cash balances in financial institutions which are insured up to \$250,000. The Foundation occasionally maintains cash balances in excess of the insured amounts, and has not incurred losses. For purposes of the statement of cash flows, the Foundation considers all highly liquid investments purchased with an initial maturity of three months or less to be cash equivalents.

Investments

Investments in marketable securities with readily determinable fair values are presented at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increases in net assets without donor restrictions if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

Fair Value Measurements

The fair value of equity and debt securities with readily determinable fair values approximates their respective quoted market prices. The fair value of investments in partnerships and real estate held as investments is estimated using private valuations of the securities or properties held. Because of the inherent uncertainty of valuation methods, those estimated values might differ significantly from those used had a market existed. All other financial instruments' fair values approximate their carrying amounts due to the short maturities of these instruments.

Public Support and Revenue

The Foundation receives substantially all of its revenue from direct donations and promises to give. Revenues are reported as increases in net assets without donor restrictions unless use of the related asset is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Realized gains/losses and unrealized gains/losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expiration of restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as assets released from restriction between the applicable classes of net assets.

Contributions, including unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met.

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 1: ORGANIZATION

Contributions of assets other than cash are recorded at their estimated fair value at the time of the gift.

Donated Assets, Services, and Facilities

The Foundation records the value of donated assets and facilities when there is an objective basis available to measure their value. Donated facilities are reflected as support in the accompanying statements at their estimated values at date of donation and fair market value of facilities for the year.

Functional Allocation of Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the statement of functional expense. Accordingly, based upon management's estimates, certain costs have been allocated among the programs, support services and management, and fundraising activities.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect reported amounts of assets and liabilities at the reporting date, and revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Foundation is a non-profit public benefit corporation that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation and qualifies for deductible contributions as provided in Section 170(b) (A) (vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

United States Generally Accepted Accounting Principles (US GAAP) requires management to evaluate tax positions taken by the Foundation and recognize a tax liability (or asset) if an uncertain position has been taken that more likely than not would not be sustained upon examination. Management has analyzed the tax positions taken by the Foundation, and has concluded that as of June 30, 2019, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements.

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 1: ORGANIZATION

The primary tax positions evaluated are related to the Foundation's continued qualification as a tax-exempt organization. The statute of limitations for federal and California purposes is generally three and four years, respectively.

Comparative Totals

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with US GAAP. Accordingly, such information should be read in conjunction with the Foundation's financial statements for the year ended June 30, 2018, from which the summarized information was derived.

Reclassifications

Certain reclassifications to the summarized comparative information have been made to conform to the current year presentation. The reclassifications have no effect on the previously reported net assets or change in net assets.

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, *Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities*. The ASU addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. Saddleback College Foundation has implemented ASU 2016-14 and has adjusted the presentation in these financial statements accordingly.

NOTE 2: CONTRIBUTIONS RECEIVABLE

Unconditional pledges at June 30, 2019 and 2018 consist of the following:

	2019	2018
Receivable - less than one year	\$ 4,000	\$ 4,000
Receivable - one to five years	20,000	20,000
Receivable - more than five years	1,595,302	1,597,409
Gross unconditional promises to give	1,619,302	1,621,409
Less discount	(465,152)	(532,935)
Net contributions receivable	<u>\$ 1,154,150</u>	<u>\$ 1,088,474</u>

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 2: CONTRIBUTIONS RECEIVABLE

As of June 30, 2019 and 2018, contributions receivable was discounted at a rate of 6% for both years.

NOTE 3: LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	2019	2018
Cash and cash equivalents	\$ 79,702	\$ 309,036
Accounts receivable	43,214	16,559
Operating investments	219,942	583,147
Total	<u>\$ 342,858</u>	<u>\$ 908,742</u>

The Foundation's endowment funds consist entirely of donor-restricted endowments. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditure.

As part of the liquidity management plan, the Foundation invests cash in excess of daily requirements in short-term investments, certificates of deposit, and money market funds.

NOTE 4: NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes or periods:

	2019	2018
Subject to expenditure for specific purpose:		
Scholarships and campus programs	\$ 5,206,844	\$ 5,060,575
Not subject to spending policy or appropriations:		
Investments held with FCCC in perpetuity (including amounts above original transfer amount of \$808,440):		
Osher scholarships	940,837	936,808
Subject to spending policy and appropriation:		
Investment in perpetuity (including amounts above original gift amount of \$3,853,427 and \$3,854,569), the income from which is expendable to support:		
Scholarships	4,551,680	4,544,629
Net assets with donor restrictions	<u>\$ 10,699,361</u>	<u>\$ 10,542,012</u>

Net assets of \$1,073,388 and \$1,453,231 were released from donor restrictions by incurring expenses satisfying the restricted purpose of scholarships and campus for the years ended June 30, 2019 and 2018, respectively.

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 5: DONATED SERVICES

During the year, many individuals donate significant amounts of time and services to the Foundation to advance the programs and objectives of the Foundation. Donated services and professional fees are reflected in the accompanying statements when the criteria for recognition have been met and are recorded at fair value. Donated services include the value of Foundation services paid for salaries and benefits and professional fees paid by the District.

NOTE 6: INVESTMENTS

Investments are recorded at cost at date of acquisition or fair value at date of donation. The cost and fair value of investments at June 30, 2019 are as follows:

Investments	Cost	Fair Value	Level 1	Level 2	Level 3
Stocks	\$ 1,928,715	\$ 1,913,690	\$ 1,913,690	\$ -	\$ -
Equity and fixed income funds	2,267,397	2,318,735	2,318,735	-	-
Mutual funds	747,400	676,873	676,873	-	-
Money market	219,942	219,942	219,942	-	-
Bonds	436,455	447,984	-	447,984	-
Corporate fixed income	856,510	884,404	-	884,404	-
Government securities	956,167	981,543	-	981,543	-
Alternative investments	1,066,519	1,098,592	-	511,097	587,495
	<u>\$ 8,479,105</u>	<u>\$ 8,541,763</u>	<u>\$ 5,129,240</u>	<u>\$ 2,825,028</u>	<u>\$ 587,495</u>

Investments are recorded at cost at date of acquisition or fair value at date of donation. The cost and fair value of investments at June 30, 2018 are as follows:

Investments	Cost	Fair Value	Level 1	Level 2	Level 3
Stocks	\$ 1,225,730	\$ 1,314,260	\$ 1,314,260	\$ -	\$ -
Equity and fixed income funds	1,306,416	1,824,438	1,824,438	-	-
Mutual funds	3,439,248	3,333,174	3,333,174	-	-
Money market	583,147	583,147	583,147	-	-
Alternative investments	1,626,943	1,434,090	-	750,798	683,292
	<u>\$ 8,181,484</u>	<u>\$ 8,489,109</u>	<u>\$ 7,055,019</u>	<u>\$ 750,798</u>	<u>\$ 683,292</u>

Levels 1 through 3 have been assigned to the fair value measurements of investments. The fair value level of measurement is determined as follows:

Level 1 – quoted prices in an active market for identical assets.

Level 2 – quoted prices for similar assets and market-corroborated inputs.

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 6: INVESTMENTS

Level 3 – the organization’s own assumptions about market participation, including assumptions about risk, developed based on the best information available in the circumstances.

The following schedule summarizes the investment return and its classification in the statement of activities for the years ended June 30, 2019 and 2018:

	2019	2018
Interest and dividends	\$ 283,669	\$ 112,023
Realized gain on investments, net	167,852	591,480
Unrealized loss on investments, net	(145,732)	(311,890)
Total Investment Income	<u>\$ 305,789</u>	<u>\$ 391,613</u>

The fair value of the Foundation’s investments in certain hedge funds have been reported using the net asset value as reported by the management of the respective alternative investment. Therefore, the amounts reported by the alternative investment fund are classified as Level 3.

The table below presents information about recurring fair value measurements that use significant unobservable inputs (level 3 measurements) for the years ended June 30, 2019 and 2018:

Hedge Funds	2019	2018
Balance at beginning of fiscal year (July 1)	\$ 683,292	\$ 949,923
Total gains or losses for the period	(26,056)	(266,631)
Purchases and sales		
Purchases	-	-
Sales	(69,741)	-
Transfer to level 1	-	-
Balance end of fiscal year (June 30)	<u>\$ 587,495</u>	<u>\$ 683,292</u>
Gains and losses for the period included in the change in net assets without restriction	\$ -	\$ -
Change in unrealized gains and losses for the period included in the change in net assets, for assets held at the end of the reporting period	(26,056)	(266,631)
Total gains (losses) for the period	<u>\$ (26,056)</u>	<u>\$ (266,631)</u>

NOTE 7: INVESTMENT WITH FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

The Foundation has entered into a partnership arrangement with the California Community Colleges Scholarship Endowment (CCCSE) through the Foundation for California Community

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 7: INVESTMENT WITH FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

Colleges (FCCC). The FCCC has an investment advisory committee charged with the responsibility for directing and monitoring the investment management of the CCCSE's assets.

The Foundation has transferred a total of \$803,440 to the FCCC. These funds are invested in a pooled investment fund held by the FCCC. At June 30, 2019, the fair value of this investment was \$940,837 which consisted of cash of \$19,656, equity securities of \$635,890 and fixed income instruments of \$285,291 measured at quoted prices in active markets for identical assets (Level 1). Net investment income of \$51,329 was recognized during the year ended June 30, 2019. Fund distributions from investment returns for the year ended June 30, 2019 were \$47,300. These distributions were not recognized as a decrease in contributions for the year ended June 30, 2019.

At June 30, 2018, the fair value of this investment was \$936,808 which consisted of cash of \$46,840, equity securities of \$646,397 and fixed income instruments of \$243,570 measured at quoted prices in active markets for identical assets (Level 1). Net investment income of \$57,494 was recognized during the year ended June 30, 2018. Fund distributions from investment returns for the year ended June 30, 2018 were \$42,900. These distributions were not recognized as a decrease in contributions for the year ended June 30, 2018.

Changes in FCCC net assets for the fiscal years ended June 30, 2019 and 2018 are as follows:

With Donor Restriction	2019	2018
Investments with FCCC, beginning of year	\$ 936,808	\$ 922,214
Investment return:		
Investment income, net of expenses	20,276	15,139
Net appreciation (realized and unrealized)	31,053	42,355
Total investment return	51,329	57,494
Other changes:		
Distributions	(47,300)	(42,900)
Total other changes	(47,300)	(42,900)
Change in value, FCCC investment	4,029	14,594
Investments with FCCC, end of year	\$ 940,837	\$ 936,808

The CCCSE was set up to provide matching scholarship funds for California community colleges. The CCCSE was formed through a \$50 million matching commitment from the Osher Foundation and a lead contribution of \$25 million. The CCCSE began to distribute scholarship

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 7: INVESTMENT WITH FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

funding from the initial \$25 million gift to each participating community college in the 2009-10 year. The allocation is based on each college's full time equivalent students (FTES) and each scholarship will be valued at \$1,100 for a school year. The Foundation received distribution and matching funds from the Osher Foundation totaling \$90,200 and \$81,400 in 2019 and 2018, respectively, to meet the required 5 percent minimum payout for scholarships.

NOTE 8: GIFT ANNUITIES

The Foundation is a named beneficiary of charitable gift annuities administered by the Community College League of California. The Foundation is entitled to the remaining funds in the annuities designated by the donors at the end of the donors' lifetime. The balance of annuity investments at June 30, 2019 and 2018 is \$35,364 and \$37,985, respectively. The receivable is measured at fair market value as this approximates the estimate of discounted future cash flows. The receivable balance was \$37,584 and \$39,862 as of June 30, 2019 and 2018, respectively.

NOTE 9: ENDOWMENTS

The Foundation's endowment consists of approximately 79 individual funds established for a variety of purposes. Its endowment includes donor-restricted endowment funds. As required by US GAAP, net assets associated with endowment funds, including funds designated by the Board of Governors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Board of Governors of the Foundation has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation retains in perpetuity net assets (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. Amounts not retained in perpetuity are subject to the appropriation for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate endowment funds:

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 9: ENDOWMENTS

- (1) The duration and preservation of the funds
- (2) The purposes of the Foundation and the endowment funds
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Foundation
- (7) The investment policies of the Foundation

Changes in endowment net assets with donor restrictions for the fiscal years ended June 30, 2019 and 2018 are as follows:

<u>With Donor Restriction</u>	<u>2019</u>	<u>2018</u>
Endowment net assets, beginning of year	\$ 4,544,629	\$ 4,190,905
Contributions	<u>168,492</u>	<u>319,467</u>
Investment return:		
Investment income, net of expenses	70,281	36,569
Net appreciation (realized and unrealized)	<u>48,490</u>	<u>136,417</u>
Total investment return	<u>118,771</u>	<u>172,986</u>
Other changes:		
Distributions	(274,296)	(133,117)
Other changes:	<u>(5,916)</u>	<u>(5,612)</u>
Total other changes	<u>(280,212)</u>	<u>(138,729)</u>
Endowment net assets, end of year	<u>\$ 4,551,680</u>	<u>\$ 4,544,629</u>

Funds with deficiencies

From time to time, the fair value of assets associated with individual endowment funds may fall below the level that the donor or UPMIFA required the Foundation to retain as a fund of perpetual duration. These deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new restricted contributions and continued appropriation for certain programs that are deemed prudent by the Board of Governors. In accordance with GAAP, there are no funds with deficiencies of this nature that are reported in unrestricted net assets as of June 30, 2019 or 2018, respectively.

Return objectives and risk parameters

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 9: ENDOWMENTS

while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of funds that the organization must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. Under this policy, as approved by the Board of Governors, the endowment assets are invested in a manner that is intended to maintain a permanent portfolio with sufficient protection to ensure the continuing ability of the Foundation to meet its changing needs and obligation and to provide the best possible return on investment. The Foundation expects its endowment funds, measured over a full market cycle or spending rate of ten years, to achieve returns in excess of the rate of inflation plus spending over the investment horizon in order to preserve purchasing power of fund assets. Actual returns in any given year may vary from this amount.

Strategies employed for achieving objectives

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a greater emphasis on quality-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending policy and how the investment objectives relate to spending policy

The Foundation has a policy to annually designate a base spending rate on the principle of the endowment fund. In setting the base spending rate, the Foundation considers the rate of increase in the Consumer Price Index, the average annual investment return, and the operating cost rate for the previous calendar year. Accordingly, over the long term, the Foundation expects the current spending policy to allow its endowment to grow. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

NOTE 10: FUNCTIONAL EXPENSE

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include occupancy, depreciation, and amortization, which are allocated on a square footage basis, as well as salaries and wages, benefits, payroll taxes, professional services, office expenses, information technology, interest, insurance, and other, which are allocated on the basis of estimates of time and effort.

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 11: ADJUSTMENT FOR RESTATEMENT

The beginning balance of net assets without donor restrictions was decreased by \$1,478,923 and net assets with donor restrictions was increased by \$1,404,528. Management identified certain gift accounts that were not classified appropriately within the general ledger system.

Additionally, net assets with donor restrictions was increased by \$163,915 to add the net effect of recording the present value of contributions receivable that had not been previously reported. The following financial statement line items for fiscal year were affected by the changes:

Statement of Financial Position - June 30, 2018

	As Originally Reported	As Restated	Effect of Change
<u>Assets</u>			
Total Current Assets	\$ 959,323	\$ 959,323	\$ -
Non-Current Assets:			
Contributions receivable, net of discount	920,559	1,084,474	163,915 (1)
Investments, at fair value	7,980,357	7,905,962	(74,395) (2)
Other non-current assets	936,808	936,808	-
Total Non-Current Assets	9,837,724	9,927,244	89,520
Total Assets	<u>\$ 10,797,047</u>	<u>\$ 10,886,567</u>	<u>\$ 89,520</u>
<u>Liabilities and Net Assets</u>			
Total Current Liabilities	\$ 220,473	\$ 220,473	\$ -
Net Assets:			
Without donor restrictions	1,603,005	124,082	(1,478,923) (3)
With donor restrictions	8,973,569	10,542,012	1,568,443 (4)
Total Net Assets	10,576,574	10,666,094	89,520
Total Liabilities and Net Assets	<u>\$ 10,797,047</u>	<u>\$ 10,886,567</u>	<u>\$ 89,520</u>

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 11: ADJUSTMENT FOR RESTATEMENT

Statement of Activities - June 30, 2018

	As Originally Reported	As Restated	Effect of Change
Support and Revenue			
Support			
Contributions	\$ 1,565,775	\$ 1,729,690	\$ 163,915
Other revenue and support	983,223	983,223	-
Total Support	<u>2,548,998</u>	<u>2,712,913</u>	<u>163,915</u>
Other income, gains and losses			
Realized gain (loss) on investments	665,875	591,480	(74,395)
Investment and other income, gains and losses	56,039	56,039	-
Total Other Income, Gains, and Losses	<u>721,914</u>	<u>647,519</u>	<u>(74,395)</u>
Total Support and Revenue	<u>3,270,912</u>	<u>3,360,432</u>	<u>89,520</u>
Total Expenses	<u>2,424,356</u>	<u>2,424,356</u>	<u>-</u>
Change in net assets	<u>846,556</u>	<u>936,076</u>	<u>89,520</u>
Net Assets			
Beginning of year	9,730,018	9,730,018	-
End of year	<u>\$ 10,576,574</u>	<u>\$ 10,666,094</u>	<u>\$ 89,520</u>

- (1) Correction to properly recognize discount on contributions receivable.
- (2) Correction to reverse adjustment to investment account recorded in error.
- (3) Correction to reclassify net assets with donor restrictions previously recorded as donations without donor restrictions.
- (4) Net effect of above noted adjustments.

NOTE 12: RELATED PARTIES

To assist the Foundation in carrying out its purpose, the South Orange County Community College District (the District) provides administrative services to the Foundation. The District pays salaries and benefits of the executive director and the senior accounting specialist. In addition, working space for employees who perform administrative services for the Foundation

SADDLEBACK COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 12: RELATED PARTIES

is provided by the District at no charge. The donated services and professional fees for the fiscal year ended June 30, 2019 were valued at \$307,469 and \$10,860, respectively. The donated services and professional fees for the fiscal year ended June 30, 2018 were valued at \$431,473 and \$9,000, respectively. These amounts have been reflected in the financial statements as donated services and facilities revenues and expenses.

NOTE 13: CONTINGENCIES

The Foundation may be subject to various claims, legal proceedings, and investigations covering a wide range of matters that arise in the ordinary course of business. In the opinion of management all such matters are adequately covered by insurance or by accruals, and if not so covered, are without merit or are of such kind, or involve such amounts, as would not have a significant effect on the financial position or results of operations of the Foundation if disposed of unfavorably.

NOTE 14: SUBSEQUENT EVENTS

The Foundation's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements from the balance sheet date through November 5, 2019 which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

IRVINE VALLEY COLLEGE FOUNDATION
REPORT ON AUDIT OF FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018
And
Independent Auditors' Report



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IRVINE VALLEY COLLEGE FOUNDATION

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June 30, 2019

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INDEPENDENT AUDITORS' REPORT

Board of Governors
Irvine Valley College Foundation
5500 Irvine Center Drive
Irvine, CA 92618

Report on the Financial Statements

We have audited the accompanying basic financial statements of the Irvine Valley College Foundation (the Foundation), a component unit of the South Orange County Community College District, which comprise the statements of financial position as of June 30, 2019, and the related statements of activities, cash flows and functional expenses for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the Foundation's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Foundation's internal control. Accordingly, we express no

Board of Governors
Irvine Valley College Foundation

such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to on page one present fairly, in all material respects, the respective financial position of the Irvine Valley College Foundation as of June 30, 2019, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Emphasis of a matter

Change in Accounting Principles

As discussed in Note 1 to the financial statement, Irvine Valley College Foundation adopted the accounting Standards Update (ASU) No. 2016-14, Not-for-Profit Entities (Topic 958): *Presentation of Financial Statements of Not-for Profit Entities*. Our auditor's opinion was not modified with respect to that matter.

Correction of Error

As discussed in Note 9 to the financial statements, certain errors resulting in an overstatement of amounts reported in the statement of financial position as of June 30, 2018 and the statement of activities for the fiscal year then ended, were discovered. Accordingly, beginning net assets have been restated in the June 30, 2018 financial statements now presented. Our opinion is not modified with respect to this matter.

Report on Summarized Comparative Information

We have previously audited the Foundation's June 30, 2018 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 29, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2018, is consistent, in all material respects, with the audited financial statements from which it has been derived except for the correction of an error matter noted above.



CliftonLarsonAllen LLP
Glendora, California
November 5, 2019

IRVINE VALLEY COLLEGE FOUNDATION

STATEMENT OF FINANCIAL POSITION

June 30, 2019

With Comparative Totals at June 30, 2018

	2019	2018 (as restated)
<u>Assets</u>		
Current Assets:		
Cash and cash equivalents	\$ 364,284	\$ 179,696
Accounts receivable	3,360	53,093
Investments, at fair value	2,654,290	2,677,203
Prepays	2,825	3,245
Total Current Assets	<u>3,024,759</u>	<u>2,913,237</u>
Non-Current Assets:		
Investments with FCCC	428,244	425,395
Total Assets	<u><u>\$ 3,453,003</u></u>	<u><u>\$ 3,338,632</u></u>
<u>Liabilities and Net Assets</u>		
Current Liabilities:		
Accounts payable	\$ 25,624	\$ 212,846
Accrued liabilities	-	33,233
Deferred revenue	-	116
Pass-through scholarships payable	34,063	24,157
Total Current Liabilities	<u>59,687</u>	<u>270,352</u>
Net Assets:		
Without donor restrictions	525,105	357,825
With donor restrictions	2,868,211	2,710,455
Total Net Assets	<u>3,393,316</u>	<u>3,068,280</u>
Total Liabilities and Net Assets	<u><u>\$ 3,453,003</u></u>	<u><u>\$ 3,338,632</u></u>

See the accompanying notes to the financial statements.

IRVINE VALLEY COLLEGE FOUNDATION

STATEMENT OF ACTIVITIES
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

	June 30, 2019			June 30, 2018 (as restated)
	Without Donor Restrictions	With Donor Restrictions	Total	Total
Support and Revenue				
Support				
Contributions	\$ 108,442	\$ 639,281	\$ 747,723	\$ 1,091,507
Special events income - fundraisers	109,034	-	109,034	78,036
Campus programs	16,689	19,687	36,376	58,977
In-kind donations	37,552	-	37,552	20,630
Donated services	727,762	-	727,762	606,558
Donated professional fees	22,014	-	22,014	6,000
Total Support	<u>1,021,493</u>	<u>658,968</u>	<u>1,680,461</u>	<u>1,861,708</u>
Other income, gains and losses				
Investment income	23,705	29,388	53,093	50,392
Realized gain (loss) on investments	10,394	23,280	33,674	171,498
Unrealized gain (loss) on investments	23,649	19,874	43,523	(109,638)
Change in value of FCCC investments	-	2,849	2,849	6,322
Other income	-	124	124	765
Total Other Income, Gains, and Losses	<u>57,748</u>	<u>75,515</u>	<u>133,263</u>	<u>119,339</u>
Total revenues before net				
assets released from restrictions	1,079,241	734,483	1,813,724	1,981,047
Net assets released from restrictions	<u>576,727</u>	<u>(576,727)</u>	<u>-</u>	<u>-</u>
Total Support and Revenue	<u>1,655,968</u>	<u>157,756</u>	<u>1,813,724</u>	<u>1,981,047</u>
Operating Expenses				
Program services	1,111,126	-	1,111,126	1,325,746
Supporting services				
Management and general	181,132	-	181,132	136,026
Fundraising	196,430	-	196,430	159,484
Total Operating Expenses	<u>1,488,688</u>	<u>-</u>	<u>1,488,688</u>	<u>1,621,256</u>
Change in net assets	<u>167,280</u>	<u>157,756</u>	<u>325,036</u>	<u>359,791</u>
Net Assets				
Beginning of year, as restated (see Note 9)	<u>357,825</u>	<u>2,710,455</u>	<u>3,068,280</u>	<u>2,708,489</u>
End of year	<u>\$ 525,105</u>	<u>\$ 2,868,211</u>	<u>\$ 3,393,316</u>	<u>\$ 3,068,280</u>

See the accompanying notes to the financial statements.

IRVINE VALLEY COLLEGE FOUNDATION

STATEMENT OF CASH FLOWS
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

	2019	2018 (as restated)
Cash flows from operating activities		
Contributions and special events	\$ 944,042	\$ 1,144,934
Campus programs	36,260	59,093
Investment income	53,093	50,392
Other income	124	765
Payments to/on behalf of District employees	(25,392)	(23,777)
Payments to suppliers	(516,496)	(489,851)
Payments to/on behalf of students	(407,153)	(316,839)
Net cash provided by operating activities	<u>84,478</u>	<u>424,717</u>
Cash flows from investing activities		
Purchase of investments	(243,305)	(3,827,511)
Proceeds from sale of investments	<u>343,415</u>	<u>3,293,439</u>
Net cash provided (used) by investing activities	<u>100,110</u>	<u>(534,072)</u>
Net increase (decrease) in cash and cash equivalents	184,588	(109,355)
Cash and cash equivalents, beginning of year	<u>179,696</u>	<u>289,051</u>
Cash and cash equivalents, end of year	<u><u>\$ 364,284</u></u>	<u><u>\$ 179,696</u></u>
Reconciliation of change in net assets to cash provided by operating activities		
Change in net assets	\$ 325,036	\$ 359,791
Adjustment to reconcile change in net assets to cash provided by operating activities		
Realized and unrealized gain on investments	(80,046)	(68,182)
Change in assets - (increase)/decrease:		
Accounts receivable	49,733	(45,239)
Prepays	420	4,621
Change in liabilities - increase/(decrease):		
Accounts payable	(187,222)	132,743
Accrued liabilities	(33,233)	33,233
Deferred revenue	(116)	116
Passthrough scholarships payable	<u>9,906</u>	<u>7,634</u>
Net cash provided by operating activities	<u><u>\$ 84,478</u></u>	<u><u>\$ 424,717</u></u>

See the accompanying notes to the financial statements.

IRVINE VALLEY COLLEGE FOUNDATION

STATEMENT OF FUNCTIONAL EXPENSE
For the Fiscal Year Ended June 30, 2019
With Comparative Totals for the Fiscal Year Ended June 30, 2018

	June 30, 2019				June 30, 2018
Program Services					
- Student and		Management &			
Campus Support		General	Fundraising	Total	Total
Salaries and benefits	\$ 54,664	\$ -	\$ 3,961	\$ 58,625	\$ 57,010
Scholarships and grants	348,933	-	-	348,933	324,473
Donated services	465,133	131,863	130,766	727,762	606,558
Donated professional fees	-	22,014	-	22,014	6,000
Supplies and printing	17,196	2,676	612	20,484	3,642
Conferences and meetings	24,833	-	-	24,833	219,296
Dues and memberships	2,270	2,381	-	4,651	6,230
Equipment	58,701	-	-	58,701	17,270
Contract services	31,477	3,343	-	34,820	33,405
Special events	-	-	52,799	52,799	42,577
Program expenses	81,531	5,292	5,343	92,166	264,924
Other expenses	26,388	13,563	2,949	42,900	39,871
Total	\$ 1,111,126	\$ 181,132	\$ 196,430	\$ 1,488,688	\$ 1,621,256

See the accompanying notes to the financial statements.

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 1: ORGANIZATION

Organization and Nature of Activities

Irvine Valley College Foundation (the Foundation) is a California, nonprofit public benefit corporation founded on November 24, 2003, for the purpose of receiving contributions to further the educational purposes of Irvine Valley College (IVC) which is part of the South Orange County Community College District (the District). The principal sources of revenue for the Foundation include donor contributions and investment related income.

Basis of Accounting

The Foundation prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed. The financial statements include the accounts maintained by, and directly under, the control of the Foundation.

Classification of Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor restrictions. The board of directors has designated, from net assets without donor restrictions, net assets for board-designated ProIVC match.

Net Assets With Donor Restrictions

Net assets subject to donor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 1: ORGANIZATION

Cash and Cash Equivalents

Cash and cash equivalents consist of cash held in checking accounts. The Foundation maintains cash balances in financial institutions which are insured up to \$250,000. The Foundation occasionally maintains cash balances in excess of the insured amounts, and has not incurred losses. For purposes of the statement of cash flows, the Foundation considers all highly liquid investments purchased with an initial maturity of three months or less to be cash equivalents.

Investments

Investments in marketable securities with readily determinable fair values are presented at their fair values in the statements of financial position. Unrealized gains and losses are included in the change in net assets. Investment income and gains restricted by a donor are reported as increases in net assets without donor restrictions if the restrictions are met (either by passage of time or by use) in the reporting period in which the income and gains are recognized.

Fair Value Measurements

The fair value of equity and debt securities with readily determinable fair values approximates their respective quoted market prices. Because of the inherent uncertainty of valuation methods, those estimated values might differ significantly from those used had a market existed. All other financial instruments' fair values approximate their carrying amounts due to the short maturities of these instruments.

Public Support and Revenue

The Foundation receives substantially all of its revenue from direct donations and fundraising. Revenues are reported as increases in net assets without donor restrictions unless use of the related asset is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. Realized gains/losses and unrealized gains/losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expiration of restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as assets released from restriction between the applicable classes of net assets.

Contributions, including unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value at the time of the gift.

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 1: ORGANIZATION

Donated Assets, Services, and Facilities

The Foundation records the value of donated assets and facilities when there is an objective basis available to measure their value. Donated facilities are reflected as support in the accompanying statements at their estimated values at date of donation and fair market value of facilities for the year.

Functional Allocation of Expenses

The costs of providing various programs and activities have been summarized on a functional basis in the statement of functional expense. Accordingly, based upon management's estimates, certain costs have been allocated among the programs, support services and management, and fundraising activities.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect reported amounts of assets and liabilities at the reporting date, and revenues and expenses during the reporting period. Actual results could differ from those estimates.

Income Taxes

The Foundation is a non-profit public benefit corporation that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as a supporting organization as provided in Section 509(a)(3). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

United States Generally Accepted Accounting Principles (US GAAP) requires management to evaluate tax positions taken by the Foundation and recognize a tax liability (or asset) if an uncertain position has been taken that more likely than not would not be sustained upon examination. Management has analyzed the tax positions taken by the Foundation, and has concluded that as of June 30, 2019, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The primary tax positions evaluated are related to the Foundation's continued qualification as a tax-exempt organization. The statute of limitations for federal and California purposes is generally three and four years, respectively.

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 1: ORGANIZATION

Comparative Totals

The financial statements and notes include certain prior-year summarized comparative information in total, but not by net assets class. Accordingly, such information should be read in conjunction with the Foundation's financial statements for the fiscal year ended June 30, 2018.

Reclassifications

Certain reclassifications to the summarized comparative information have been made to conform to the current year presentation. The reclassifications have no effect on the previously reported net assets or change in net assets.

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The ASU addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. Irvine Valley College Foundation has implemented ASU 2016-14 and has adjusted the presentation in these financial statements accordingly.

NOTE 2: LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	June 30, 2019	June 30, 2018
Cash and Cash Equivalents	\$ 364,284	\$ 179,696
Accounts Receivable	3,360	53,093
Operating Investments	2,654,290	2,677,203
Total financial assets	3,021,934	2,909,992
Less:		
Board designated assets	(17,525)	(9,573)
Donor-restricted assets (excludes Osher)	(2,439,967)	(2,285,060)
Total financial assets available for general expenditures	<u>\$ 564,442</u>	<u>\$ 615,359</u>

Endowment funds consist of donor-restricted endowments and funds designated by the Board as endowments. Income from donor-restricted endowments is restricted for specific purposes,

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 2: LIQUIDITY AND AVAILABILITY

with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditures and have been excluded from the above analysis.

The board-designated endowment of \$17,525 is subject to an annual spending rate of 3 percent as described in Note 7. Although the Foundation does not intend to spend from the board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of the liquidity management plan, the Foundation invests cash in excess of daily requirements in short-term investments, certificates of deposit, and money market funds.

NOTE 3: NET ASSETS WITH DONOR RESTRICTIONS

Net assets with donor restrictions are restricted for the following purposes or periods:

	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Subject to expenditure for specific purpose:		
Campus Programs	\$ 625,288	\$ 569,960
Scholarships	75,522	74,086
Not subject to spending policy or appropriations:		
Investments held with FCCC in perpetuity (including amounts above original transfer amount of \$370,359):		
Osher scholarships	428,244	425,395
Subject to spending policy and appropriation:		
Investment in perpetuity (including amounts above original gift amount of \$1,134,023 and \$1,065,245), the income from which is expendable to support:		
Scholarships	<u>1,739,157</u>	<u>1,641,014</u>
Net assets with donor restrictions	<u>\$ 2,868,211</u>	<u>\$ 2,710,455</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose as follows for the years ended June 30, 2019 and 2018:

	<u>June 30, 2019</u>	<u>June 30, 2018</u>
Satisfaction of Purpose Restrictions		
Campus programs	\$ 240,894	\$ 681,995
Scholarships	<u>335,833</u>	<u>404,635</u>
Total net assets released from donor restrictions	<u>\$ 576,727</u>	<u>\$ 1,086,630</u>

IRVINE VALLEY COLLEGE FOUNDATION

**NOTES TO THE FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2019**

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 4: DONATED SERVICES

Throughout the year, many individuals throughout the District donate significant amounts of time to advance the programs and objectives of the Foundation. Donated services and professional fees are reflected in the accompanying statements when the criteria for recognition have been met and are recorded at fair value. Donated services and professional fees include the value of Foundation services paid for salaries and benefits and professional fees paid by the District.

NOTE 5: INVESTMENTS

Investments are recorded at cost at date of acquisition or fair value at date of donation. The cost and fair value of investments as of June 30, 2019 are as follows:

Investments	Cost	Fair Value	Level 1	Level 2	Level 3
Money market	\$ 34,946	\$ 34,946	\$ 34,946	\$ -	\$ -
Equity and fixed income funds	-	419,297	419,297	-	-
Mutual funds	2,575,174	2,628,291	2,204,300	423,991	-
	<u>\$ 2,610,120</u>	<u>\$ 3,082,534</u>	<u>\$ 2,658,543</u>	<u>\$ 423,991</u>	<u>\$ -</u>

The cost and fair value of investments as of June 30, 2018 are as follows:

Investments	Cost	Fair Value	Level 1	Level 2	Level 3
Money Market	\$ 27,490	\$ 27,490	\$ 27,490	\$ -	\$ -
Equity and fixed income funds	-	425,395	425,395	-	-
Mutual funds	2,662,511	2,649,713	2,238,497	411,216	-
	<u>\$ 2,690,001</u>	<u>\$ 3,102,598</u>	<u>\$ 2,691,382</u>	<u>\$ 411,216</u>	<u>\$ -</u>

Levels 1 through 3 have been assigned to the fair value measurements of investments. The fair value level of measurement is determined as follows:

Level 1 – quoted prices in an active market for identical assets.

Level 2 – quoted prices for similar assets and market-corroborated inputs.

Level 3 – the organization’s own assumptions about market participation, including assumptions about risk, developed based on the best information available in the circumstances. The Foundation has no Level 3 investments.

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 5: INVESTMENTS

The following schedule summarizes the investment return and its classification in the statement of activities for the years ended June 30, 2019 and 2018:

	June 30, 2019	June 30, 2018
Interest and dividends, net	\$ 53,093	\$ 50,392
Realized gain on investments, net	33,674	171,498
Unrealized gain (loss) on investments, net	43,523	(109,638)
Total Investment Income	<u>\$ 130,290</u>	<u>\$ 112,252</u>

NOTE 6: INVESTMENT WITH FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

In 2010, the Foundation entered into a partnership arrangement with the California Community Colleges Scholarship Endowment (CCCSE) through the Foundation for California Community Colleges (FCCC). The FCCC has an investment advisory committee charged with the responsibility for directing and monitoring the investment management of the CCCSE's assets.

Since the agreement's inception, the Foundation has transferred a total of \$370,759 to the FCCC. These funds are invested in a pooled investment fund held by the FCCC. At June 30, 2019, the fair value of this investment was \$428,244, which consisted of cash of \$8,947, equity securities of \$289,440 and fixed income instruments of \$129,857 measured at quoted prices in active markets for identical assets (Level 1). Net investment income of \$23,382 was recognized during the year ended June 30, 2019.

Changes in FCCC net assets are as follows:

	June 30, 2019	June 30, 2018
Investments with FCCC, beginning of year	<u>\$ 425,395</u>	<u>\$ 419,073</u>
Investment return:		
Investment income, net of expenses	9,220	6,876
Net appreciation (realized and unrealized)	14,162	19,246
Total investment return	<u>23,382</u>	<u>26,122</u>
Other changes:		
Distributions	(20,533)	(19,800)
Total other changes	<u>(20,533)</u>	<u>(19,800)</u>
Change in value, FCCC investment	<u>2,849</u>	<u>6,322</u>
Investments with FCCC, end of year	<u>\$ 428,244</u>	<u>\$ 425,395</u>

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 6: INVESTMENT WITH FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (FCCC)

The CCCSE was established to provide matching scholarships funds for California community colleges. The CCCSE was formed through a \$50 million matching commitment from the Osher Foundation and a lead contribution of \$25 million. The CCCSE began to distribute scholarship funding from the initial \$25 million gift to each participating community college in the 2009-10 year. The allocation is based on each college's full time equivalent students (FTES) and each scholarship is valued at \$1,100 for a school year. The Foundation received distribution and matching funds from the Osher Foundation totaling \$42,900 to meet the required 5 percent minimum payout for scholarships.

NOTE 7: ENDOWMENTS

The Foundation's endowment consists of approximately 39 individual funds established for a variety of purposes. Its endowment includes donor-restricted and Board designated endowment funds. As required by US GAAP, net assets associated with endowment funds, including funds designated by the Board of Governors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Interpretation of Relevant Law

The Board of Governors of the Foundation has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Foundation retains in perpetuity (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. Donor-restricted amounts not retained in perpetuity are subject to appropriation for expenditure by the Foundation in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the funds
- (2) The purposes of the Foundation and the donor-restricted endowment funds
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Foundation
- (7) The investment policies of the Foundation

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 7: ENDOWMENTS

Endowment net asset composition by type of fund, as of June 30, 2019 and summarized information as of June 30, 2018 are as follows:

	June 30, 2019			June 30, 2018
	Without Donor	With Donor		
	Restrictions	Restrictions	Total	Total
Donor-restricted endowment funds	\$ -	\$ 1,739,157	\$ 1,739,157	\$ 1,641,014
Board-designated endowment funds	17,525	-	17,525	9,573
	<u>\$ 17,525</u>	<u>\$ 1,739,157</u>	<u>\$ 1,756,682</u>	<u>\$ 1,650,587</u>

Changes in endowment net assets for the fiscal year June 30, 2019 and summarized information as of June 30, 2018 are as follows:

	June 30, 2019			June 30, 2018
	Without Donor	With Donor		
	Restrictions	Restrictions	Total	Total
Endowment net assets, beginning of year	\$ 9,573	\$ 1,641,014	\$ 1,650,587	\$ 1,466,518
Contributions and transfers	7,952	144,606	152,558	183,827
Investment return:				
Investment income, net of expenses	-	20,459	20,459	23,073
Net appreciation (realized and unrealized)	-	46,005	46,005	35,915
Total investment return	-	66,464	66,464	58,988
Other changes:				
Distributions	-	(112,927)	(112,927)	(58,746)
Total other changes	-	(112,927)	(112,927)	(58,746)
Endowment net assets, end of year	<u>\$ 17,525</u>	<u>\$ 1,739,157</u>	<u>\$ 1,756,682</u>	<u>\$ 1,650,587</u>

Funds with deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA required the Foundation to retain as a fund of perpetual duration. These deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new restricted contributions and continued appropriation for certain programs that are deemed prudent by the Board of Governors. In accordance with GAAP, there are no funds with deficiencies of this nature that are reported in net assets as of June 30, 2019.

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 7: ENDOWMENTS

Return objectives and risk parameters

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the organization must hold in perpetuity or for a donor-specified period(s) as well as board-designated funds. Since the purpose of endowments is to provide scholarships and other benefits in perpetuity, endowment funds are invested with a long term perspective. The policy is to protect the principal, over the long term, and yet maximize the investment earnings so as to maximize the benefit provided by the endowment. The Foundation expects its endowment funds, over time, to provide an average rate of return of approximately 5 percent annually. Actual returns in any given year may vary from this amount.

Strategies employed for achieving objectives

To satisfy its long-term rate-of-return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Foundation targets a diversified asset allocation that places a greater emphasis on quality-based investments to achieve its long-term return objectives within prudent risk constraints.

Spending policy and how the investment objectives relate to spending policy

The Foundation has a policy of appropriating for distribution each year 3 percent of the endowment fund's average fair value over the prior 12 quarters for the fiscal year in which the distribution is planned. In establishing this policy, the Foundation considered the long-term expected return on its endowment. Accordingly, over the long term, the Foundation expects the current spending policy to allow its endowment to grow at an average of 2 percent annually.

Spending is reviewed annually and allocations are determined to allow continued growth. This is consistent with the Foundation's objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to provide additional real growth through new gifts and investment return.

NOTE 8: FUNCTIONAL EXPENSE

The financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include salaries and wages,

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

benefits, payroll taxes, contract services, program expenses and supplies and printing which are allocated on the basis of estimates of time and effort.

NOTE 9: ADJUSTMENT FOR RESTATEMENT

The beginning balance of net assets without donor restrictions was decreased and net assets with donor restrictions was increased by \$31,727. Management identified certain gift accounts that were donor-restricted that were not classified appropriately within the general ledger system.

Additionally, net assets with donor restrictions was decreased by \$24,157 to remove the net effect of agency transactions that were inappropriately reported on the statement of activities.

The following financial statement line items for fiscal year were affected by the changes:

Statement of Financial Position - June 30, 2018

	As Originally Reported	As Restated	Effect of Change
<u>Assets</u>			
Total Assets	<u>\$ 3,338,632</u>	<u>\$ 3,338,632</u>	<u>\$ -</u>
<u>Liabilities and Net Assets</u>			
Liabilities:			
Accounts payable and accrued liabilities	\$ 246,079	\$ 246,079	\$ -
Deferred revenue	116	116	-
Pass-through scholarships payable	-	24,157	24,157 (1)
Total Liabilities	<u>246,195</u>	<u>270,352</u>	<u>24,157</u>
Net Assets:			
Without donor restrictions	389,552	357,825	(31,727) (2)
With donor restrictions	<u>2,702,885</u>	<u>2,710,455</u>	<u>7,570 (3)</u>
Total Net Assets	<u>3,092,437</u>	<u>3,068,280</u>	<u>(24,157)</u>
Total Liabilities and Net Assets	<u>\$ 3,338,632</u>	<u>\$ 3,338,632</u>	<u>\$ -</u>

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 9: ADJUSTMENT FOR RESTATEMENT

Statement of Activities - June 30, 2018

	As Originally Reported	As Restated	Effect of Change
Support and Revenue			
Support			
Contributions	\$ 1,237,094	\$ 1,091,507	\$ (145,587) (4)
Other revenue and support	770,201	770,201	-
Total Support	<u>2,007,295</u>	<u>1,861,708</u>	<u>(145,587)</u>
Other income, gains and losses			
Investment income	61,872	50,392	(11,480) (5)
Other income, gains and losses	68,947	68,947	-
Total Other Income, Gains, and Losses	<u>130,819</u>	<u>119,339</u>	<u>(11,480)</u>
Total Support and Revenue	<u>2,138,114</u>	<u>1,981,047</u>	<u>(157,067)</u>
Total Expenses			
Program services	1,447,176	1,325,746	(121,430) (4)
Supporting services	306,990	295,510	(11,480) (5)
Total Expenses	<u>1,754,166</u>	<u>1,621,256</u>	<u>(132,910)</u>
Change in net assets	<u>383,948</u>	<u>359,791</u>	<u>(24,157)</u>
Net Assets			
Beginning of year	2,708,489	2,708,489	-
End of year	<u>\$ 3,092,437</u>	<u>\$ 3,068,280</u>	<u>\$ (24,157)</u>

- (1) Correction to report liability for pass-through scholarships agency funds held by Foundation at June 30, 2018.
- (2) Correction to reclassify net assets with donor restrictions previously recorded as donations without donor restrictions.
- (3) Net effect of above noted adjustments.
- (4) Correction to remove pass-through scholarship agency activity
- (5) Reclassification made to net investment expenses with investment earnings

NOTE 10: RELATED PARTIES

To assist the Foundation in carrying out its purpose, the District provides administrative services to the Foundation. The District pays salaries and benefits of Foundation directors and staff.

IRVINE VALLEY COLLEGE FOUNDATION

NOTES TO THE FINANCIAL STATEMENTS

For the Fiscal Year Ended June 30, 2019

With Comparative Totals for the Fiscal Year Ended June 30, 2018

NOTE 10: RELATED PARTIES

Additionally, the District pays professional fees for services rendered on behalf of the Foundation. The donated services and professional fees for the fiscal year ended June 30, 2019 were valued at \$727,762 and \$22,014, respectively. The donated services and professional fees for the fiscal year ended June 30, 2018 were valued at \$606,558 and \$6,000, respectively. These amounts have been reflected in the financial statements as donated services and professional fees revenues and expenses.

NOTE 11: CONTINGENCIES

The Foundation may become a party to litigation in the normal course of business. The Foundation accrues for open claims based on the Foundation's historical experience and available insurance coverage. In the opinion of management, there are no legal matters involving the Foundation that would have a material adverse impact upon the Foundation's financial position, activities or cash flow.

NOTE 12: SUBSEQUENT EVENTS

The Foundation's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements from the balance sheet date through November 5, 2019, which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

**FOUNDATION FOR THE SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT**

**INDEPENDENT ACCOUNTANTS' REVIEW REPORT
AND FINANCIAL STATEMENTS**

For the Year Ended June 30, 2019



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**FOUNDATION FOR THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

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INDEPENDENT ACCOUNTANTS' REVIEW REPORT

Board of Directors
Foundation for the South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

We have reviewed the accompanying financial statements of the Foundation for the South Orange County Community College District (the Foundation), a component unit of the South Orange County Community College District, which comprise the statement of financial position as of June 30, 2019, and the related statements of activities, cash flows and functional expense for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of entity management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Accountants' Responsibility

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

Board of Directors
Foundation for the South Orange County Community College District

Accountants' Conclusion

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in cursive script that reads "CliftonLarsonAllen LLP".

CliftonLarsonAllen LLP
Glendora, California
November 5, 2019

**FOUNDATION FOR THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

**STATEMENT OF FINANCIAL POSITION
June 30, 2019**

Assets

Current Assets:

Cash and cash equivalents	\$ 10,124
---------------------------	-----------

Total Current Assets	<u>10,124</u>
-----------------------------	---------------

Total Assets	<u>\$ 10,124</u>
---------------------	------------------

Liabilities and Net Assets

Current Liabilities:

Accounts payable	\$ 50
------------------	-------

Total Current Liabilities	<u>50</u>
----------------------------------	-----------

Net Assets:

Without donor restrictions	<u>10,074</u>
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Total Net Assets	<u>10,074</u>
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Total Liabilities and Net Assets	<u>\$ 10,124</u>
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See the accompanying notes to the financial statements

**FOUNDATION FOR THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

**STATEMENT OF ACTIVITIES
For the Year Ended June 30, 2019**

Support and Revenue	
Contributions	\$ -
Total Support and Revenue	-
Operating Expenses	
Supporting services	
Program services	2,310
Management and general	90
Total Operating Expenses	2,400
Change in net assets	(2,400)
Net Assets Without Donor Restrictions	
Beginning of year, as originally stated	10,837
Adjustment for restatement (Note 4)	1,637
Beginning of year, as restated	12,474
End of year	\$ 10,074

See the accompanying notes to the financial statements

**FOUNDATION FOR THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

**STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2019**

Cash flows from operating activities

Payments to suppliers	\$ (3,680)
Net cash used by operating activities	<u>(3,680)</u>

Net decrease in cash and cash equivalents (3,680)

Cash and cash equivalents, beginning of year 13,804

Cash and cash equivalents, end of year \$ 10,124

Reconciliation of change in net assets to cash used by operating activities

Change in net assets \$ (2,400)

Adjustment to reconcile change in net assets to cash used by operating activities

Change in liabilities:

Accounts payable (1,280)

Net cash used by operating activities \$ (3,680)

See the accompanying notes to the financial statements

**FOUNDATION FOR THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

**STATEMENT OF FUNCTIONAL EXPENSE
For the Year Ended June 30, 2019**

	Program Activities	Management & General	Total
Supplies	\$ -	\$ 90	\$ 90
Meals	604	-	604
Advertising	50	-	50
Awards	1,256	-	1,256
Miscellaneous	400	-	400
Total	<u>\$ 2,310</u>	<u>\$ 90</u>	<u>\$ 2,400</u>

See the accompanying notes to the financial statements

**FOUNDATION FOR THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2019**

NOTE 1: ORGANIZATION

Organization and Nature of Activities

The Foundation for the South Orange County Community College District (the Foundation) is a California, nonprofit public benefit corporation founded on July 5, 2005, for the purpose of receiving contributions to further the educational purposes of South Orange County Community College District (the District). The principal sources of revenue for the Foundation include donor contributions and investment related income.

Financial Statement Presentation and Basis of Accounting

The Foundation prepares its financial statements on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Revenues are recognized when earned rather than when cash is received and certain expenses and purchases of assets are recognized when the obligation is incurred rather than when cash is disbursed. The financial statements include the accounts maintained by, and directly under, the control of the Foundation.

Classification of Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions

Net assets available for use in general operations and not subject to donor restrictions.

Net Assets With Donor Restrictions

Net assets subject to donor imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both. The Foundation does not have any net assets with donor restrictions.

**FOUNDATION FOR THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2019**

NOTE 1: ORGANIZATION

Public Support and Revenue

The Foundation receives substantially all of its revenue from direct donations. Revenues are reported as increases in net assets without donor restrictions unless use of the related asset is limited by donor-imposed restrictions. Expenses are reported as decreases in net assets without donor restrictions. When applicable, realized gains/losses and unrealized gains/losses on investments and other assets or liabilities are reported as increases or decreases in net assets without donor restrictions unless their use is restricted by explicit donor stipulation or by law. Expiration of restrictions on net assets (i.e., the donor-stipulated purpose has been fulfilled and/or the stipulated time period has elapsed) are reported as assets released from restriction between the applicable classes of net assets.

Contributions, including unconditional promises to give, are recognized as revenues in the period received. Conditional promises to give are not recognized until they become unconditional, that is, when the conditions on which they depend are substantially met. Contributions of assets other than cash are recorded at their estimated fair value at the time of the gift.

Donated Assets, Services, and Facilities

When applicable, the Foundation records the value of donated assets and facilities when there is an objective basis available to measure their value. Donated facilities are reflected as support in the accompanying statements at their estimated values at date of donation and fair market value of facilities for the year. The Foundation does not have any donated assets, services or facilities.

Use of Estimates

The preparation of financial statements, in conformity with accounting principles generally accepted in the United States of America, requires management to make estimates and assumptions that affect reported amounts of assets and liabilities at the reporting date, and revenues and expenses during the reporting period. Actual results could differ from those estimates.

Change in Accounting Principle

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The ASU addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. The Foundation has

**FOUNDATION FOR THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2019**

NOTE 1: ORGANIZATION

implemented ASU 2016-14 and has adjusted the presentation in these financial statements accordingly.

Income Taxes

The Foundation is a non-profit public benefit corporation that is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code and classified by the Internal Revenue Service as other than a private foundation and qualifies for deductible contributions as provided in Section 170(b) (A) (vi). It is also exempt from State franchise and income taxes under Section 23701(d) of the California Revenue and Taxation Code. Accordingly, no provision for income taxes has been reflected in these financial statements.

US GAAP requires management to evaluate tax positions taken by the Foundation and recognize a tax liability (or asset) if an uncertain position has been taken that more likely than not would not be sustained upon examination. Management has analyzed the tax positions taken by the Foundation, and has concluded that as of June 30, 2019, there are no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements. The primary tax positions evaluated are related to the Foundation's continued qualification as a tax-exempt organization. The statute of limitations for federal and California purposes is generally three and four years, respectively.

Cash and Cash Equivalents

For purposes of the statement of cash flows, the Foundation considers all highly liquid investments purchased with an initial maturity of three months or less to be cash equivalents.

Functional Allocation of Expenses

The financial statements may report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. Accordingly, based on management's estimates, certain costs have been allocated among program, support and management activities.

NOTE 2: CASH AND CASH EQUIVALENTS

Cash and cash equivalents consist of cash held in a checking account totaling \$10,124. The Foundation maintains cash balances in financial institutions which are insured up to \$250,000. At June 30, 2019, the Foundation did not have any cash balances held in financial institutions in excess of Federal depository insurance coverage.

**FOUNDATION FOR THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

**NOTES TO THE FINANCIAL STATEMENTS
June 30, 2019**

NOTE 3: LIQUIDITY

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the cash balance of \$10,124 as of June 30, 2019.

NOTE 4: ADJUSTMENT FOR RESTATEMENT

The beginning net assets as of and for the fiscal year ended June 30, 2019 have been restated to reflect the correction of a liability of \$1,637. This balance should have been recognized as a contribution in the year ended June 30, 2016.

NOTE 5: SUBSEQUENT EVENTS

The Foundation's management has evaluated events or transactions that may occur for potential recognition or disclosure in the financial statements from the balance sheet date through November 5, 2019 which is the date the financial statements were available to be issued. Management has determined that there were no subsequent events or transactions that would have a material impact on the current year financial statements.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Renewal of Agreement for Independent Auditing Services,
CliftonLarsonAllen LLP

ACTION: Approval

BACKGROUND

Title 5, California Code of Regulations, Section 59102 requires community college districts to contract, no later than May 1, for an independent audit of all funds of the District. CliftonLarsonAllen LLP (formerly Vicenti, Lloyd & Stutzman LLP) was selected through a formal RFP process in February 2017 by a committee of District and college staff from a list of three finalists. The Board of Trustees previously approved CliftonLarsonAllen LLP's (CLA) original contract for a three-year term with an option for two one-year renewals. CLA has performed independent audit services for the District for the past three years.

STATUS

CliftonLarsonAllen LLP has completed the annual audit in a timely manner and within budget each year under their current contract. The District and the firm have benefited from the knowledge they have gained about District, college and Foundation operations allowing them to complete the annual audit efficiently. During the past year, the District dissolved the ATEP Foundation and SOCCCD Facilities Corporation of 2011 entities, reduced the SOCCCD Foundation from an audit to a review engagement, and eliminated the GASB 43/45 Trust audit report. There is an increase in audit fees related to the newly added tax return for parking fringe benefit added by the IRS. There is a net decrease in audit fees of \$6,700 and \$6,900 for fiscal years 2019/20 and 2020/21, respectively, due to the above identified reduction in scope.

The recommendation to continue with CliftonLarsonAllen LLP was reviewed and approved by the Board Audit Committee and by the Vice Chancellor, Business Services. It was determined that the contract with CliftonLarsonAllen LLP to perform professional audit services at the revised fee described in the amended professional services agreement (Exhibit A) should be renewed for an additional two fiscal years.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees amend the contract and exercise the option to renew the contract with CliftonLarsonAllen LLP to perform the District's financial audit for an additional two fiscal years during the term of July 1, 2020 to February 28, 2022 or upon completion of contract requirements based upon their performance at the revised fees for an amount not to exceed \$264,300.

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



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AMENDMENT to AGREEMENT

Amendment No: 01

THIS AMENDMENT to AGREEMENT dated March 3, 2017 between CliftonLarsonAllen, LLP and South Orange County Community College District for the Independent Auditing Services.

CliftonLarsonAllen, LLP and SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT do mutually agree as follows:

1. Revise Section 1, Scope of Services to the following: Services to be provided by Contractor: Independent audit services for the South Orange County Community College District (District), the Irvine Valley College Foundation, the Saddleback College Foundation and the Foundation for the South Orange County Community College District for fiscal years ending June 30, 2020 and 2021 as detailed in Attachment A to Amendment 1.
2. Revise Section 2, Term to the following: This agreement shall commence on July 1, 2020 and shall continue in full force and effect thereafter until February 28, 2022 or upon completion of contract requirements.
3. Revise Section 3.A., Amount of Compensation to the following: Amount of Compensation: District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this agreement, a not to exceed amount of One Hundred Thirty Thousand Seven Hundred Dollars (\$130,700) for 2019-2020 year audit services; One Hundred Thirty Three Thousand Six Hundred Dollars (\$133,600) for 2020-2021 year audit services.

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

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

CliftonLarsonAllen LLC

**SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT**

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:

Email & Phone:

Email & Phone: purchasing-dept@socccd.edu

Professional Fees

Such hourly rates shall include all costs and expenses of performing audit services including all reports and bound and unbound copies of the final Audit Report for the District and the Foundations, including copies to be filed with the appropriate agencies at an Annual Maximum Fee as proffered below.

The hours and fees below do not include implementation of new accounting standards that may become effective. Services can be provided under a separate agreement to assist management with the implementation of new accounting standards or other needs outside the scope of the audit.

MAXIMUM FEES	2019-2020	2020-2021
1) Annual Cost of District Audit including Data Collection Form		
(a) Cost	\$ 111,400	\$ 113,900
(b) Anticipated Hours	980	980
2) Foundation Audit, Reviews and Tax Return		
-Foundation for the District		
(a) Cost	\$ 2,200	\$ 2,300
(b) Anticipated Hours	20	20
-Irvine Valley Foundation		
(a) Cost	\$ 6,300	\$ 6,400
(b) Anticipated Hours	60	60
-Saddleback College Foundation		
(a) Cost	\$ 9,300	\$ 9,400
(b) Anticipated Hours	90	90
3) UBIT Tax Return for Parking Fringe Benefit		
(a) Cost	\$ 1,500	\$ 1,600
(b) Anticipated Hours	10	10

It is understood and agreed that the Maximum Annual Fee is the maximum allowed to perform audit services and is subject to a corresponding reduction in the event that the actual cost of the audit services proves to be less. The "Hourly Rates", which include a reasonable profit and constitute the basis upon which the Maximum has been determined, are fixed and set forth for each applicable audit year as shown above.

The cost of services outside the scope of the audit will be mutually agreed upon between the District and CLA and billed at standard hourly rates.

PERSONNEL CLASSIFICATION	2019-2020	2020-2021
Principal	\$275	\$275
Senior Manager	\$230	\$230
Manager	\$200	\$200
Consultant	\$200	\$200
Supervisor	\$145	\$145
Senior Auditor	\$145	\$145
Assistant Auditor	\$115	\$115
Clerical	\$ 50	\$ 50



TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Master Agreements for IT Consultant Services for Student Information Systems, Neudesic, LLC, Experis US, LLC and Xellation, LLC

ACTION: Approval

BACKGROUND

The District's Student Information Systems (SIS) is a core mission critical system, providing direct services to students and faculty as well as administrators, managers, and staff at the colleges. In order to support current and future SIS-related software projects, the District has a continued need to obtain IT Consultants with expertise in the area of software development and business analysis.

STATUS

On August 30, 2019, Request for Qualifications and Proposals 380D for SIS Managed Services (RFQ&P) was issued by placing advertisements in the OC Register on August 30 and September 6, 2019. The RFQ&P document was made available on the District's website and sent out to 94 firms through the PlanetBids system. The District further identified and reached out to 20 firms and distributed the RFQ&P. On August 19, 2019, six proposals deemed responsive in conformance to RFQ&P specifications (EXHIBIT A) were received.

Based on a combination of qualifications and expertise, experience with higher education and understanding of the District's needs and expectations, the committee recommends award of five-year contracts to a pool of three firms: Neudesic, LLC (EXHIBIT B), Experis US, LLC (EXHIBIT C) and Xellation, LLC (EXHIBIT D).

The award of the agreements as a result of this RFQ&P is not a guaranteed award of work. All work performed pursuant to the agreements will be by issuance of a work order only. The scope for each work order will be sent to all three firms in the pool to submit resumes for the District's consideration.

Funding for these services is available in the basic aid budget. Grant funding may also be utilized for specific projects when applicable.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Master Agreements for IT Consultant Services for Student Information Systems with Neudesic, LLC, Experis US, LLC and Xellation, LLC from January 1, 2020 to December 31, 2024.



**Request for Qualifications and Proposals No. 380D
SIS Managed Services**

**Submittals
South Orange County Community College District
November 18, 2019**

Company Name	City	Proposal Evaluation Score
*Neudesic, LLC	Irvine, CA	83
*Experis US, Inc.	Irvine, CA	76
*Xelleration, LLC	Riverside, CA	71
Infiniti Consulting Group, LLC	Folsom, CA	64
Golden Five, LLC	San Pedro, CA	44
ScaleCapacity, Inc.	Hollywood, CA	37

Consultant Role	Final Negotiated Hourly Rate for Neudesic, LLC	Final Negotiated Hourly Rate for Xelleration, LLC	Final Negotiated Hourly Rate for Experis US, Inc.
Engagement Manager	\$149.00	\$150.00	\$128.25
Project Manager	\$139.00	\$120.00	\$118.75
Lead Business Systems Analyst	\$130.00	\$125.00	\$108.00
Business Systems Analyst	\$125.00	\$110.00	\$92.40
Sr. .NET Architect	\$189.00	\$160.00	\$144.15
Sr. .NET Developer	\$155.00	\$135.00	\$117.00
MS .NET Developer	\$119.00	\$115.00	\$99.00
Sr. Database Architect	\$148.00	\$150.00	\$144.15
Database Architect and Developer	\$148.00	\$130.00	\$139.50
Sr. QA Engineer/Lead	\$130.00	\$115.00	\$114.40
Sr. QA Engineer	\$115.00	\$90.00	\$94.50
QA Engineer	\$105.00	\$90.00	\$81.00
Sr. Systems Engineer	\$158.00	\$160.00	\$110.00
Security Engineer	\$185.00	\$180.00	\$144.00
Cloud Engineer	\$185.00	\$160.00	\$167.40

*Firms recommended for award of contract.

The RFQ&P selection committee recommends the award of contract to the above three firms to create a pool for SIS Managed Services for the following reasons:

- Proven company track record with extensive higher education and community college experience.
- Demonstrated best fit in understanding the District's needs and expectations.
- Ability to provide highly qualified consultants for current and future project.
- Broader pool of resources for District to select from on an as needed basis within short timeframes.

MASTER AGREEMENT - IT CONSULTANT SERVICES FOR STUDENT INFORMATION SYSTEMS

This Agreement is made and entered into this 19th day of November in the year 2019 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "District", and Neudesic, LLC, 200 Spectrum Center Dr., #2000, Irvine, CA 92618, hereinafter referred to as "IT Consultant";

RECITALS

- A. District is a California community college, providing, among other things, educational and support services to students in and around the County of Orange.
- B. IT Consultant provides independent technology programming development and maintenance services including, but not limited to, those services required by District as described in Request for Qualification & Proposal (RFQ&P) No. 380D.
- C. District desires to retain IT Consultant to perform services, in accordance with the RFQ&P, and IT Consultant agrees to perform such services on the terms and conditions set forth herein.
- D. IT Consultant is fully licensed to provide IT Consultant services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 IT CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** IT Consultant shall provide and deliver all aspects of services related to the IT Consultant Services specified in Article 3 of this Agreement and the District's Request for Qualification & Proposal (RFQ&P) No. 380D referenced herein and made a part hereof, and the proposal (Proposal) submitted by IT Consultant to District, dated October 2, 2019, referenced herein and made a part hereof, (Collectively, the Services) to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 12.19 Entire Agreement and Amendment.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Work Orders to IT Consultant authorizing certain work, and the provisions of this Agreement shall apply to all such Work Orders. IT Consultant shall not perform and District shall not be liable for any work performed by IT Consultant unless written authorization from District is given to IT Consultant in the form of such Work Order(s) prior to the performance of such work.

The IT Consultant shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Work Order, all the services articulated in the IT Consultant's scope of work ("Services"), which may be more particularly described in a Work Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the IT Consultant's proposal or similar document.

- 1.2. **Standard of Care and Professional Conduct.** IT Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally

recognized as being employed by professionals in the same discipline in the State of California. IT Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. IT Consultant warrants that all of IT Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. IT Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. IT 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. IT Consultant shall without additional compensation, correct or revise any errors or omissions in its deliverables. Defects will be in accordance with the requirements identified in Exhibit C.

Except as set forth herein, IT Consultant provides no representation or warranty of any kind, express or implied, including without limitation implied warranties of merchantability or fitness for a particular purpose, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade. without limiting the generality of the foregoing: (a) IT Consultant does not represent or warrant that the deliverables will perform without interruption or error; and (b) IT Consultant does not represent or warrant that the deliverables will be secure from hacking or other unauthorized intrusion or that district data will remain private or secure.

IT Consultant or IT Consultant's employees and/or subcontractors who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project and shall not be re-employed to perform any of the Services or to work on the Project.

- 1.3. **Key Individual Assignment.** The IT Consultant has been selected to perform the work herein because of the skills and expertise of key individuals identified in the requested Consultant resource roles. IT Consultant assignment for various Projects shall be assigned via Work Orders and will encompass the Consultant Roles identified in the Scope of the RFQ&P. Contingent to the District's request, the IT Consultant shall designate an Engagement Manager. Additionally, the IT Consultant must furnish the name and obtain approval after a resume' review of all requested consultant resources in IT Consultant's firm that will be associated with any given Project.
- 1.4. **Replacement of Key Individual.** Should any requested consultant resource fails to perform to the satisfaction of the District, the IT Consultant will immediately remove that person from the Project and replace that person with one acceptable to the District after review of resume' and/or interview.
- 1.5. **Relationship of IT Consultant to Other Project Participants.** IT Consultant's services hereunder shall be provided in conjunction with applicable contracts between the District and others providing services in connection with the Project. The IT Consultant is responsible for the adequacy and sufficiency of assigned project deliverables. The IT Consultant shall perform its duties in accordance with this contract and associated Work Orders shall coordinate all work with District as necessary to complete contract requirements.
- 1.6. **Project Schedule.** The IT Consultant acknowledges that all time limits stated in this Agreement and associated Work Orders are of the utmost importance to District. The IT Consultant shall submit for the District's approval a schedule for the performance of the IT 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 (such cause shall be approved by District in writing), be exceeded by the IT Consultant .

- 1.7. **Independent Contractor.** IT Consultant, in the performance of this Agreement, shall be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed and shall act as an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College. IT Consultant understands and agrees that IT Consultant and all their employees and subcontractors shall not be considered officers, employees or agents of the District, Saddleback College or Irvine Valley College, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. IT Consultant assumes the full responsibility for the acts and /or omissions of their employees or agents as they relate to the service to be provided under this Agreement. IT Consultant 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.

ARTICLE 2 CONTRACT DOCUMENTS

- 2.1. The following contract documents are considered part of the final Agreement, in order of precedence:
1. The final executed Agreement between the Contractor and District.
 2. All properly executed Work Orders, and any Exhibits thereto.
 3. Request for Qualifications and Proposals ("RFQ&P") No. 380D for Student Information Systems Managed Services dated August 30, 2019, as originally released, with Proposal Forms, Appendices and any addenda thereto – Exhibit A referenced herein and made a part hereof.
 4. Contractor's proposal dated October 2, 2019, including all addenda and attachments, but not including any provisions which do not exceed the minimum standards set forth in the RFQ&P – Exhibit B referenced herein and made a part hereof.
 5. Standards and Practices for dealing with defects and billing Exhibit C.

ARTICLE 3 SCOPE OF SERVICES

- 3.1. **Project Scope.**
1. **Overview:** IT Consultant shall provide the professional services specified herein for purposes of maintaining and enhancing District Student Information Systems.
 2. **Services To Be Provided by IT Consultant:** Consultant resource services, including but not limited to Engagement Manager, Project Manager, Lead Business Systems Analyst, Business Systems Analyst, Sr. Microsoft .NET Architect/Technical Lead, Sr. Microsoft .NET Developer, Microsoft .NET Developer, Senior Database Architect, Database Architect & Developer, Senior QA Engineer Technical Lead, Senior QA Engineer, QA Engineer, Senior Systems Engineer, Security Engineer, and Cloud Engineer for software development projects as assigned.
 3. **IT Consultant's Resources:** Upon issuance of a Work Order, IT Consultant shall submit for District's approval a resume of each individual IT Consultant assigned to work on the project identified in the Work Order for prior written approval by the District's Directors of

Administrative/Academic Systems prior to beginning work. IT Consultant agrees to provide the District with the resumes (qualifications, experience and education) at least two weeks prior to assigning the individual to work on the project identified in the Work Order. The District may choose to interview individual IT Consultants prior to approving them to work on the project identified in the Work Order. The District shall not be responsible for payment to IT Consultant for the services of any individual who works on this Agreement without the District's prior written consent.

4. Documentation: Functional and technical specification documentation shall be developed by IT Consultant and delivered to District for acceptance by the District's Directors of Administrative/Academic Systems. "Documentation" means the documents, manual and written materials (including end-user and technical manuals) developed pursuant to this Agreement. Formal review and acceptance of all written user and technical documentation is required. The documentation may be reviewed by the Directors of Administrative/Academic Systems and designated District IT staff and District and College end users.
5. Methodology: All work must be completed following documented industry standard agile methodology, protocol and best practices and be previously approved by the Directors of Administrative/Academic Systems. Methodology documentation should include the following sections:
 - i. Methodology overview.
 - ii. Scope and resource management.
 - iii. Process for defining functional and technical specifications.
 - iv. Functional (product backlog) and technical specification documentation.
 - v. Functional and technical specification review and sign-off by District stakeholders. These artifacts are to be consistent with an agile software development methodology. Stakeholders are identified District business experts, Education and Support Services and IT technical staff.
 - vi. Code review by District IT staff.
 - vii. Unit testing of source code modifications.
 - viii. Module and functionality specific business testing scenarios.
 - ix. Formal user acceptance and sign-off.
6. Quality Assurance And Testing: During software development, IT Consultant shall include a phase for quality assurance and testing of all Software. Quality assurance and testing must follow documented industry standard methodology, protocol and best practices and be previously approved by an appropriate District Director of Administrative/Academic Systems. Quality assurance and testing documentation should include the following:
 - i. Quality assurance and testing overview.
 - ii. Module and functionality testing.
 - iii. Modifications based upon quality control and quality assurance testing results. The IT Consultant, District IT and designated District and college end users will conduct quality assurance testing.
7. Release Management: Develop standards and practices for identifying and resolving billings for software defects, including regression bugs (both pre-release and post-release) and develop definitions of "mission critical" and "non-mission critical" bugs and

timelines required for consultant to fix each. These will be developed by IT Consultant and District in accordance with Standards and Practices as identified in Exhibit C.

8. Deliverables And Modules: Software Deliverables and Software Modules shall be as specified in writing by IT Consultant and approved in writing by one of the District's Directors of Administrative/Academic Systems, as needed, based on decisions made during the design process and in consultation with the District. "Software Deliverables" are defined as products, including, but not limited to, program source code, model/entity definitions, and build/migration instructions. "Software Modules" are defined as the functioning products of a software development project as well as any and all functionality described in the As-Built Documentation delivered by IT Consultant prior to "Go-live Software release." Software documentation must be delivered and accepted by the District prior to acceptance of software source code.
9. Progress Reports:
 - i. Project Management Review. Formal review and approval of overall project management resources and project management structure by District is required. IT Consultant shall provide written progress reports to the Directors of Administrative/Academic Systems on a periodic basis and minimally on a quarterly basis when applicable, or more frequently if changes occur. One of the Directors of Administrative/Academic Systems has authority to approve such progress reports for the District.
 - ii. Quality Assurance & Testing Plan Review. Formal review and approval of overall quality assurance and testing plans, approach and schedule by District is required. IT Consultant shall provide written reports for each module. The reports will be reviewed by the Directors of Administrative/Academic Systems. One of the Directors of Administrative/Academic Systems has authority to approve such reports for the District.
 - iii. Monthly Progress Reports. IT Consultant shall submit to the Directors of Administrative/Academic Systems a detailed written monthly progress report describing the work performed during the reporting period.
10. Formal Progress Meetings: IT Consultant and District shall conduct formal quarterly schedule of scope management and risk assessment meetings with senior IT Consultant management. These meetings will involve IT Consultant project manager(s) on site, other key IT Consultant staff on site, District Directors of Administrative/Academic Systems. IT Consultant shall provide in writing the following minimum information at the progress meetings:
 - i. Complete and detailed account of the work completed (e.g., modules worked on, functionality developed, documentation written and reviewed, testing and quality assurance completed, involvement of District IT staff, etc.) from the last quarterly meeting, as appropriate.
 - ii. Cumulative IT Consultant personnel hours expended by position and dollar amount from the last quarterly meeting, as appropriate.
 - iii. Review of any issues and concerns that have arisen and approach to dealing with them or assistance needed from the District from the last quarterly meeting, as appropriate.

- iv. Written documentation for each module consistent with agile development methodology management reporting (e.g., Product Backlog, Sprint Backlog and Burndown Chart, etc.).
- v. Planning for the next quarter (e.g., project plan for next quarter software development, any changes in IT Consultant personnel).

Additional information may be required and will be agreed upon between IT Consultant and District IT. These meetings shall occur at the Information Technology Department of 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 IT Consultant's performance of the service required hereunder and District's payment of all sums due to IT Consultant .
- 4.2. **Term.** The term of this Agreement shall begin January 1, 2020 and shall end December 31, 2024 in accordance with the schedule. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Work Order shall be established in each individual Work Order issued to the IT Consultant.
- 4.3. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to IT CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

5.1. **HOLD HARMLESS AND INDEMNIFICATION.**

To the fullest extent permitted by law, IT Consultant shall defend, indemnify and hold harmless the District, and its officials, agents, volunteers and employees ("indemnified parties") from and against any and all actual or alleged third party claims, demands, liabilities, damages, losses, suits, actions, and expenses, including but not limited to attorney fees, arising out of any kind, nature or description, directly or indirectly arising out of, connected with, based upon, or resulting from any act or failure thereof, error, omission, negligence, or willful misconduct of IT Consultant, including without limitation, its employees, directors, officers, representatives, consultants, officials, agents, volunteers, executors, consultants, board of trustees, members of the board of trustees, subcontractors or any other party acting by, on behalf of, with the consent of, for, connected to IT Consultant in performance (or failure thereof) of this contract, such indemnification is including but not limited to:

- (1) allegations that the processes, data, compositions, applications, technology, inventions, programs, code, materials, improvements, trade secrets, trademarks and service marks developed by IT Consultant independent of this Agreement ("IT Consultant IP") and included as part of the service, software, documentation, product, output, presentation, materials or the like infringed any trademark, copyright or patent or misappropriated any trade secret of a third party;
- (2) negligence or misconduct of IT Consultant;
- (3) exposure of confidential information to unauthorized parties by IT Consultant's service, software or documentation;
- (4) If the District is unable to use IT Consultant's service, software or documentation because of a claim that such use constitutes an infringement, contributory infringement or violation of any patent, copyright, trade secret, trademark, or other third-party intellectual property right, IT Consultant will, at its expense
 - (a) procure for the District the right to continue using such software or documentation; or

(b) replace or modify such item so that it becomes non-infringing. If neither option is available to IT Consultant through the use of commercially reasonable efforts consistent with good faith business judgments, the District will return such item to IT Consultant, and IT Consultant will refund all license and maintenance fees paid for such item. However, IT Consultant shall not be obligated to indemnify to the extent that it is final adjudication determines that the indemnified party is directly liable due to willful misconduct or sole negligence and for which that indemnified party is legally responsible. IT Consultant shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

IT Consultant shall not have any indemnification obligations under this Agreement to the extent that such indemnification obligations arise from the District's breach of this agreement, gross negligence, or willful misconduct.

IT Consultant's intentional introduction of any unauthorized material (including but not limited to viruses, trojans, rootkits, ransomware, blockchain, or other malware) to the District's computer network including but not limited to any cloud, storage, or extension thereof.

Any party entitled to indemnification under this provision shall give prompt written notice to IT Consultant of any matters giving rise to the indemnification obligations.

5.2. **MINIMUM INSURANCE REQUIREMENTS: INSURANCE REQUIREMENTS.**

Nothing in this section shall in any way alter, amend, or limit the IT Consultant's duty to defend, indemnify, and hold harmless to the fullest extent of law. IT Consultant shall obtain and maintain the policies of insurance or equivalent program of self-insurance and limits as shown below for the duration of this Contract. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Contract. Should IT Consultant maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Contract.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations Aggregate for bodily injury, personal injury, property damage, and sexual abuse/molestation (if provided by carrier or see 5.2.8 for a separate sexual abuse/molestation policy).
 - a. The Commercial General Liability Coverage shall include the following endorsements:
 - (i) The District, its Board, officers, agents, volunteers, and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or contract";
 - (ii) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
 - (iii) A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or contract".
 - b. The Commercial General Liability Coverage shall not include the following endorsements:
 - (i) Total Pollution Exclusion

- (ii) Cross Suits Liability Exclusion
- 2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000 per accident and \$2,000,000 General Aggregate for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
 - a. The Business Auto coverage shall include the following endorsements:
 - (i) Broadened Pollution Coverage Endorsement;
 - (ii) The District, its Board, officers, agents, volunteers and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable "when required by written contract or contract";
 - (iii) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
 - (iv) A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or contract".
- 3. Workers' Compensation including statutory coverage as required by the State of California and including Employer's Liability with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident.
 - a. The Workers' Compensation coverage shall include the following endorsements:
 - (i) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
- 4. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims including but not limited to invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, notification, credit monitoring, breach response costs, regulatory fines and penalties, extortion and network security, and also infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, up to the policy limits. As an additional requirement, the policy should specifically contain 1st party and 3rd party protections:
 - 1st Party covers notifying the IT Consultant's clients, credit monitoring, public relations, loss of business income or interruption, amounts to pay a cyber extortionist of the IT Consultant.
 - 3rd Party would cover failing to anticipate or prevent the transfer of a virus to a 3rd party, 3rd party notification, misuse, disclosure or theft of confidential info, and failure to secure confidential info.
- 5. Professional Liability insurance with limits not less than \$1,000,000 per claim or occurrence and \$2,000,000 general aggregate. Such insurance coverage's definition of professional services must extend to all professional services under this contract, and all additional terms, conditions and limitation shall provide coverage sufficiently broad to respond to the duties and obligations as is undertaken by IT Consultant in this Contract. Such insurance coverage shall include, but not be limited to, coverage for mistakes in opinions, judgments or actions in the course and scope of providing professional services, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress. The policy shall protect the District for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - This coverage shall either (1) not contain an exclusion for bodily injury and

property damage and have the intent to cover such bodily injury and property damages, or (2) include contingent bodily injury and property damage where applicable.

6. If coverage written on a claims made and reported form, such coverage shall contain an Extended Reporting Period for 5 years following the termination date of this contract.
7. All coverage shall have a pending and prior litigation date, and/or inception date, where applicable, that pre-dates the inception of this Contract.
8. If not covered under the IT Consultant's Commercial General Liability Coverage, IT Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
9. Should any of the insurance policies contain either a deductible or self-insured retention, the IT Consultant shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. Notwithstanding the above, and this shall in no way alleviate IT Consultant's responsibility to pay such deductible or retention, nor limit, alter or amend the requirements that IT Consultant shall to the fullest allowable by law, indemnify, defend and hold harmless the District, IT Consultant shall ensure that all policies shall recognize the erosion of the retention or deductible from other sources.
10. The District reserves all rights, including the right to require a lower retention than presented by the District. If such lower retention cannot be obtained in the market, then the District reserves the rights to inspect any and all financial statements of the IT Consultant, and require further financial guarantees or assurances if any information calls into question the IT Consultant's ability to pay.
11. Should any required insurance policies be cancelled, non-renewed or if the IT Consultant or Subcontractor fails to renew, IT Consultant or Subcontractor shall provide notice of such cancellation, non-renewal or failure to renew immediately to the District within 10 days.
12. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
13. District shall have the right to modify any and all indemnity and insurance requirements based on evaluation of the risk.
14. Certificates of Insurance Coverage shall be filed by IT Consultant with the District evidencing all of the insurance coverages required in this section at the time this Contract is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by the IT Consultant. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
15. Acceptance or failure to reject any certificates or endorsements shall in no way alter, amend, or limit the IT Consultant's duty to defend, indemnify, and hold harmless to the fullest extent of law.

5.3 **LIMIT OF LIABILITY**

The entire aggregate liability of consultant under this agreement, however caused, regardless of the form of action on any theory of liability, including strict liability, negligence, or any other tort, shall not exceed amounts recoverable under consultant's insurance policy, pursuant to the required limits of insurance stipulated herein.

ARTICLE 6 COMPENSATION TO THE IT CONSULTANT

- 6.1. **IT Consultant Resources Hourly Rate Schedule.** The hourly billable rates include fully burdened hourly rates for each individual consultant resource identified to perform work for any assigned project. The rates identified below is set at a not to exceed amount payable for the highest qualified, experienced and skilled IT consultant resource. Based on the level of experience, qualifications and skills, a consultant resource may be assigned to a project at a rate lower than those identified below.

Consultant Role		Hourly Billable Rate
1	Engagement Manager	\$149.00
2	Project Manager	\$139.00
3	Lead business Systems Analyst	\$130.00
4	Business Systems Analyst	\$125.00
5	Sr. Microsoft .NET Architect/Technical Lead	\$189.00
6	Sr. Microsoft .NET Developer	\$155.00
7	Microsoft .NET Developer	\$119.00
8	Senior Database Architect	\$148.00
9	Database Architect & Developer	\$148.00
10	Senior QA Engineer Technical Lead	\$130.00
11	Senior QA Engineer	\$115.00
12	QA Engineer	\$105.00
13	Senior Systems Engineer	\$158.00
14	Security Engineer	\$185.00
15	Cloud Engineer	\$185.00

- 6.2. **Compensation only upon Work Order Execution.** IT Consultant shall not be entitled to any compensation for any services unless and until a written Work Order has been issued by the District. Upon issuance of such a Work Order, IT Consultant agrees to perform basic Services provided by this Agreement and the Work Order, and District agrees to pay IT Consultant for such Services in accordance with the fee schedule set forth above and confirmed as a not to exceed price in the Work Order.

The District will not pay any reimbursable expenses of the IT Consultant and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of:

1. Defective or deficient work product not remedied;
2. Failure of the IT Consultant to make payments properly to its employees or sub-Consultants; or

3. Failure of IT Consultant to perform its services in a timely manner so as to conform to Project schedule.
- 6.3. **Price Inclusions.** The rates identified in section 6.1 above are inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the IT Consultant, including all travel costs, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses approved and authorized in this Agreement or any Work Order.. At no time shall meals be considered a reimbursable expense.
- 6.4. **Bi-Monthly Billing Statements.** IT Consultant shall submit bi-monthly billing invoices to the District for payment of Services, authorized (approved in writing) 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 IT Consultant.
- 6.5. **Payment.** District will make payment to IT Consultant of undisputed amounts due for Services, authorized Additional Services, and Allowable Reimbursable Expenses on a monthly basis with net thirty (30) days terms. Payments are due and payable upon receipt of the IT Consultant's invoice. Invoices shall be on a form and in the format approved by the District.
- 6.6. **Withholding Payment.** The District may withhold or deduct from amounts otherwise due to IT Consultant hereunder if IT 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 IT 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.
- 6.7. **Payment in Full.** This compensation shall be compensation in full for all services performed by the IT Consultant under the terms of this Agreement and assigned Work Order, except where additional compensation is agreed upon between the IT Consultant and District in writing as provided for as additional services.
- 6.8. **Reimbursable Expenses** incurred by the IT Consultant and IT Consultant'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 IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, except reimbursable expenses that have been pre-approved in writing.
- 6.9. **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 IT Consultant shall remain liable to the District in accordance with applicable law for all damages to the District caused by IT Consultant's failure to perform any of the services furnished under this Agreement.
- 6.10. **Taxes.** IT Consultant acknowledges and agrees that it is the sole responsibility of IT Consultant to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of IT Consultant's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

ARTICLE 7 IT CONSULTANT 'S WORK PRODUCT

- 7.1. **District Ownership.** All work and deliverables provided as a result of the Services provided under this Agreement and all associated Work Orders shall be and remain the property of the District. Such work and deliverables supplied as herein required shall be the property of the District whether or not the work for which they were made is executed. IT Consultant grants to District the right to reuse all or part of the aforementioned work and deliverables at its sole discretion. The District is not bound by this Agreement to employ the services of IT Consultant in the event such work and deliverables are reused. IT Consultant grants to the District the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the work and deliverables prepared or caused to be prepared by the IT Consultant pursuant to this Agreement.
- 7.2. **Electronic Copy of Documents.** The IT Consultant shall perform the work under this agreement using District approved software and shall deliver electronic copies per the District's direction upon completion of the Project requirements. If work is terminated prior to Project completion, a copy of the work completed to date shall be provided to the District.
- 7.3. **Copyright/Trademark/Patent.** IT 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. IT Consultant consents to the use of IT Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 7.4. **Originality.** IT Consultant agrees that all material produced by the IT Consultant and delivered to District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the District from any costs, expenses and damages resulting from any breach of this representation.
- 7.5. **Rights in Data.** IT Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** District may, at any time, with or without reason, terminate this Agreement and compensate IT Consultant only for services satisfactorily rendered to the date of termination. 15 day written notice by District shall be sufficient to stop performance of services by IT Consultant. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the IT 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 IT Consultant; or (b) invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, extortion and network security, and also infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; (c) any act by IT Consultant exposing the

District to any liability including those caused to others for personal injury or property damage; or (d) IT Consultant is adjudged a bankrupt, IT Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of IT 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 15 days written notice to the IT Consultant. This Agreement may be terminated by either party upon not less than 15 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 IT 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 IT 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 IT Consultant shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the IT Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the IT Consultant's services.
- 8.5. **Abandonment of Project.** If the District abandons the Project for more than ninety consecutive days, the IT Consultant shall be compensated for services satisfactorily performed prior to the abandonment.
- 8.6. **IT Consultant Compensation.** The IT Consultant shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the IT Consultant. The District shall pay the IT Consultant only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for District Damages.** In the event of termination due to the fault of IT Consultant, IT Consultant shall receive compensation due for services satisfactorily rendered prior to the date of termination. The IT Consultant is liable for all damages suffered by the District due to IT Consultant's failure to perform as provided in the Agreement.
- 8.8. **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require IT Consultant to provide all finished or unfinished documents, data, programming source code, reports, or any other items prepared IT Consultant in connection with the performance of Services under this Agreement. IT Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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, IT Consultant agrees to continue to diligently perform and provide services hereunder until

completion of the work; provided, however, that if the dispute is with respect to payment, IT Consultant will not have no obligation to continue to perform services for any period beyond forty five (45) business days, during which time, the parties will work in good faith to resolve such dispute. The District and IT 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.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information and Data.** The District shall provide to the IT Consultant full information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria. The District will only provide IT Consultant access to non-production. The District will not provide IT Consultant with any access to non-public personally identifiable information during the term of this Agreement. The District shall remain responsible for all data and information stored, processed, and accessed on its hardware, software, and networks, including ensuring that it maintains the proper technical, physical, and administrative safeguards in place in accordance with applicable law for anyone accessing or utilizing its hardware, networks, and systems.
- 10.2. **District Representative.** The District shall appoint one or more representatives authorized to act on the District's behalf with respect to the Project. The District or its authorized representative(s) shall render decisions in a timely manner pertaining to documents submitted by the IT Consultant. IT Consultant shall consult with authorized employees, agents, and representatives of District relative to the Project. However, IT Consultant shall accept directives only from District's designated representative(s) and not from other District employees or consultants. The District shall notify IT Consultant in writing if, at its sole option, it makes a change in the District representative(s). Unless modified by written notice by the District to the IT Consultant, the District Representative(s) are:

Jim Gaston, Director IT Academic Systems
Gerlie Jeltema, Director IT Administrative Systems

- 10.3. **District Notification.** The District shall give prompt written notice to the IT Consultant if the District becomes aware of any fault or defect in the Project or nonconformance with the Project intent. However, the District's failure or omission to do so shall not relieve the IT Consultant of his/her responsibilities hereunder and the District shall have no duty to observe, inspect or investigate the services contemplated in this agreement.
- 10.4. **Project Description.** The District shall furnish a description of the Project as required.
- 10.5. **Reliable Information.** The IT Consultant may rely on the information provided by District but only to the extent such reliance is consistent with IT Consultant's obligations under this Agreement.

ARTICLE 11 TRANSITION ASSISTANCE

- 11.1. If applicable, IT Consultant will provide transition assistance ("Transition Assistance") to support District's transition from its current and future SIS Managed Services Provider. Transition Assistance will be provided by IT Consultant as detailed below at no additional cost to District.

Transition assistance will be provided by IT Consultant at District at mutually agreeable dates and times.

1. IT Consultant's Project Manager shall coordinate with District's Project Manager, and they shall develop a mutually agreeable transition plan and schedule.
2. In connection with IT Consultant's Transition Assistance, District will provide information, data, computer access and time, work space, forms, data entry and telephone service and personnel reasonably necessary to assist IT Consultant consistent with District's policies and procedures.

ARTICLE 12 MISCELLANEOUS

- 12.1. **Equal Opportunity/Non-Discrimination.** IT Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

IT Consultant shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. IT Consultant shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

- 12.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** IT Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to IT Consultant, IT Consultant's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services. Additionally, IT Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
- 12.3. **Profanity Prohibited.** Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property is prohibited.
- 12.4. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above section.
- 12.5. **Materials.** IT Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. IT Consultant'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.
- 12.6. **Background Check.** Contractor hereby certifies that Contractor has never been charged with a felony, including any "violent felony" as defined in California Civil Code section 667.5(c) or serious

felony defined by California Civil Code section 1192.7 prior to, or on the date of, this Agreement. Contractor shall notify District in writing immediately if Contractor is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. Contractor further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. Contractor hereby consents to the background check to the fullest extent permitted by law. Contractor agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Section, including any such issue arising from any felony Contractor has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.

- 12.7. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, Contractor agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Contractor certifies and understands that every person required to register under Section 290 shall disclose his or her status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent contractor, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by imprisonment in a county jail for not exceeding six (6) months, by a fine not exceeding One Thousand Dollars (\$1,000), or by both that imprisonment and fine, and a violation of this section shall not constitute a continuing offense.
- 12.8. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, IT Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and IT Consultant will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract. 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 IT 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, IT Consultant shall maintain accounting records and make them available upon request of the District for reproduction or inspection.
- 12.9. **Confidentiality and Use of Information.** IT Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

IT Consultant shall advise the District of any and all materials used, or recommended for use by IT Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event IT Consultant shall fail to so advise the District and as a result of the use of any programs or materials developed by IT Consultant under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, IT Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the IT Consultant's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

- 12.10. **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 IT 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.
- 12.11. **Employment with Public Agency.** IT Consultant, if an employee of another public agency, agrees that IT 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.
- 12.12. **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.
- 12.13. **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 IT Consultant and District hereunder.
- 12.14. **Non-Assignment.** The District and IT 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 IT Consultant pursuant to this Agreement shall not be assigned by the IT 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 IT Consultant. The sale or transfer of a majority membership interest in IT Consultant firm or the admission of new member to the IT Consultant firm which causes there to be a change in majority ownership and / or control of IT 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.
- 12.15. **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.

- 12.16. **Communications** between the parties shall be sent to the following addresses:

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

IT Consultant
Manzur Shahid
Neudesic, LLC
200 Spectrum Center Dr. #2000
Irvine, CA 92618

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

- 12.18. **Accessibility of Information and Communication Technology**. The IT Consultant hereby warrants that the goods or services to be provided to the District comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. S794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 194. The IT Consultant agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. IT Consultant further agrees to indemnify and hold harmless the District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this order or agreement.

IT Consultant is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the IT Consultant, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. IT Consultant is responsible for all claims and expenses borne by the District, which arise out of the work under this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

- 12.19. **Entire Agreement / Amendment**. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, including all properly executed Work Orders, and any exhibits thereto, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this

Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.

- 12.20. **Board Approval.** In accordance with California Education Code section 81655, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Board of Trustees the District duly passed and adopted.
- 12.21. **Binding Agreement.** The District and IT 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.

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

District

IT Consultant

South Orange County Community College District

Neudesic, LLC

Ann-Marie Gabel
Vice Chancellor, Business Services

Parsa Rohani
Chief Executive Officer

(Date)

(Date)

(Taxpayer number)

EXHIBIT C - STANDARDS AND PRACTICES FOR DEALING WITH DEFECTS AND BILLING

- A. Standards and practices for identifying and resolving billing rate schedules for Software Deliverables and Module defects including regression bugs (both pre-release and post-release) and definitions of “mission critical” and “non-mission critical” bugs and timelines required for IT Consultant to fix each.

The major intents of EXHIBIT C are:

1. To provide definitions, criteria and processes for reviewing and resolving two types of post-production issues with software developed by IT Consultant:
 - a. mission critical issues
 - b. non-mission critical, but important issues
2. Establish acceptable levels of responsiveness by IT Consultant to repair post-production, mission critical software issues
3. To define a process and set of criteria for resolving claims for financial remuneration in consideration of mission-critical defects in work product found within a limited time after the work product is in full production release.

- B. EXHIBIT C applies only when all of the following criteria are true:

- Software components and systems were designed, programmed and implemented by IT Consultant pursuant to this Agreement.
- Defect in software identified by District was caused by an agent of IT Consultant.
- Both District and IT Consultant agree that the identified defect in software meets the criteria stated herein for a “mission critical defect”.
- Defect in software was identified by District more than 10 calendar days and less than 60 calendar days after the software was released to full production release.
- Defect in software is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

C. Definitions and Examples

“Mission Critical Defect” shall mean any flaw in the software work product produced by IT Consultant pursuant to this Agreement that vitally impairs ability for District to meet its operational mission as it relates to the intended purpose of said software, and whereupon such flaw is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

“Full Production Release” shall mean the single event or moment in time when the software system is made permanently available (and not in a pilot test) to all intended system users for real use in real operation procedures and transactions.

Examples of mission critical defects might include:

- SIS Student Accounts module failing to properly calculate account balance, leading to inaccurate financial records for many students.
- SIS Student Records module that corrupts or loses student grades, names, address, residency status or other similarly critical data elements that are key to records management and State or MIS Reporting requirements.

Examples of issues that are not mission critical defects might include:

- SIS Student Grades module displaying typographical errors in the descriptive text shown on the faculty grade submission web page.

- SIS Student Accounts module failing to properly calculate account balance for one student transaction during an academic term (e.g. 1 in 35,000).
- A web page that “does not look the way I would prefer”.
- A set of web pages that do not flow the way some users would prefer, but is capable of performing the intended function, given the proper manual process and user willingness to operate the software.
- Any feature that functions as specified by the appropriately designated design group, but does not function according to inconsistent, changed or improved thinking.

Defect Escalation Process

District will notify IT Consultant in writing, and within two (2) business days of discovery, of any post-release defects that District considers to meet the criteria for remuneration as set forth in EXHIBIT C. District will present the necessary information to IT Consultant to assist in evaluating the defect for EXHIBIT C consideration. For the purposes of repairing any identified post-release mission critical defect, IT Consultant and District will proceed with the escalated defect repair processes without waiting for billing resolution decisions and IT Consultant will respond to reported mission critical defects reported within the first 60 days after full production release with IT Consultant to begin investigation and repair within 12 hours during the normal business week and within 24 hours on holidays and weekends. For the purposes of determining any alterations in IT Consultant billing, within 30 days of written escalation, District and IT Consultant will review and mutually decide upon the disposition of any defect identified by District to be a post-release mission critical defect.

Timely Resolution

Once notified by District of a post-release mission critical defect, IT Consultant shall either resolve the affected defect within five (5) business days from formal notification, or (in the event that said defect cannot be repaired in that time) provide a written justification for the delay and advise District of alternative measures that IT Consultant and/or District can take in a more timely manner. If IT Consultant fails to provide a resolution or an alternative measure within this time window, IT Consultant will discount contracted bill rate to 20% for any efforts expended by IT Consultant in connection with resolving the affected defect.

Billing Effects

For any defects that are escalated as described herein and are mutually disposed by District and IT Consultant to meet the criteria described herein, and only if IT Consultant fails to provide a timely response, the following billing ramifications will take effect:

- IT Consultant will discount the contracted hourly billing rate by 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect, commencing from the date that IT Consultant received notification from District of the Defect Escalation.
- IT Consultant will provide to District a report of time spent by IT Consultant in connection with resolving the affected defect.

MASTER AGREEMENT - IT CONSULTANT SERVICES FOR STUDENT INFORMATION SYSTEMS

This Agreement is made and entered into this 19th day of November in the year 2019 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "District", and Experis US, Inc., 2100 Main Street, Suite 400, Irvine, CA 92614, hereinafter referred to as "IT Consultant";

RECITALS

- A. District is a California community college, providing, among other things, educational and support services to students in and around the County of Orange.
- B. IT Consultant provides independent technology programming development and maintenance services including, but not limited to, those services required by District as described in Request for Qualification & Proposal (RFQ&P) No. 380D.
- C. District desires to retain IT Consultant to perform services, in accordance with the RFQ&P, and IT Consultant agrees to perform such services on the terms and conditions set forth herein.
- D. IT Consultant is fully licensed to provide IT Consultant services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 IT CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** IT Consultant shall provide and deliver all aspects of services related to the IT Consultant Services specified in Article 3 of this Agreement and the District's Request for Qualification & Proposal (RFQ&P) No. 380D referenced herein and made a part hereof, and the proposal (Proposal) submitted by IT Consultant to District, dated October 2, 2019, referenced herein and made a part hereof, (Collectively, the Services) to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 12.19 Entire Agreement and Amendment.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Work Orders to IT Consultant authorizing certain work, and the provisions of this Agreement shall apply to all such Work Orders. IT Consultant shall not perform and District shall not be liable for any work performed by IT Consultant unless written authorization from District is given to IT Consultant in the form of such Work Order(s) prior to the performance of such work.

The IT Consultant shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Work Order, all the services articulated in the IT Consultant's scope of work ("Services"), which may be more particularly described in a Work Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the IT Consultant's proposal or similar document.

- 1.2. **Standard of Care and Professional Conduct.** IT Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally

recognized as being employed by professionals in the same discipline in the State of California. IT Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. IT Consultant warrants that all of IT Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. IT Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. IT 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. IT Consultant shall without additional compensation, correct or revise any errors or omissions in its deliverables. Defects will be in accordance with the requirements identified in Exhibit C.

IT Consultant or IT Consultant's employees and/or subcontractors who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project and shall not be re-employed to perform any of the Services or to work on the Project.

- 1.3. **Key Individual Assignment.** The IT Consultant has been selected to perform the work herein because of the skills and expertise of key individuals identified in the requested Consultant resource roles. IT Consultant assignment for various Projects shall be assigned via Work Orders and will encompass the Consultant Roles identified in the Scope of the RFQ&P. Contingent to the District's request, the IT Consultant shall designate an Engagement Manager. Additionally, the IT Consultant must furnish the name and obtain approval after a resume' review of all requested consultant resources in IT Consultant's firm that will be associated with any given Project.
- 1.4. **Replacement of Key Individual.** Should any requested consultant resource fails to perform to the satisfaction of the District, the IT Consultant will immediately remove that person from the Project and replace that person with one acceptable to the District after review of resume' and/or interview.
- 1.5. **Relationship of IT Consultant to Other Project Participants.** IT Consultant's services hereunder shall be provided in conjunction with applicable contracts between the District and others providing services in connection with the Project. The IT Consultant is responsible for the adequacy and sufficiency of assigned project deliverables. The IT Consultant shall perform its duties in accordance with this contract and associated Work Orders shall coordinate all work with District as necessary to complete contract requirements.
- 1.6. **Project Schedule.** The IT Consultant acknowledges that all time limits stated in this Agreement and associated Work Orders are of the utmost importance to District. The IT Consultant shall submit for the District's approval a schedule for the performance of the IT 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 (such cause shall be approved by District in writing), be exceeded by the IT Consultant .
- 1.7. **Independent Contractor.** IT Consultant, in the performance of this Agreement, shall be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed and shall act as an independent contractor and not an officer,

agent or employee of the District, Saddleback College or Irvine Valley College. IT Consultant understands and agrees that IT Consultant and all their employees and subcontractors shall not be considered officers, employees or agents of the District, Saddleback College or Irvine Valley College, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. IT Consultant assumes the full responsibility for the acts and /or omissions of their employees or agents as they relate to the service to be provided under this Agreement. IT Consultant 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.

ARTICLE 2 CONTRACT DOCUMENTS

2.1. The following contract documents are considered part of the final Agreement, in order of precedence:

1. The final executed Agreement between the Contractor and District.
2. All properly executed Work Orders, and any Exhibits thereto.
3. Request for Qualifications and Proposals ("RFQ&P") No. 380D for Student Information Systems Managed Services dated August 30, 2019, as originally released, with Proposal Forms, Appendices and any addenda thereto – Exhibit A referenced herein and made a part hereof.
4. Contractor's proposal dated October 2, 2019, including all addenda and attachments, but not including any provisions which do not exceed the minimum standards set forth in the RFQ&P – Exhibit B referenced herein and made a part hereof.
5. Standards and Practices for dealing with defects and billing Exhibit C.

ARTICLE 3 SCOPE OF SERVICES

3.1. **Project Scope.**

1. **Overview:** IT Consultant shall provide the professional services specified herein for purposes of maintaining and enhancing District Student Information Systems.
2. **Services To Be Provided by IT Consultant:** Consultant resource services, including but not limited to Engagement Manager, Project Manager, Lead Business Systems Analyst, Business Systems Analyst, Sr. Microsoft .NET Architect/Technical Lead, Sr. Microsoft .NET Developer, Microsoft .NET Developer, Senior Database Architect, Database Architect & Developer, Senior QA Engineer Technical Lead, Senior QA Engineer, QA Engineer, Senior Systems Engineer, Security Engineer, and Cloud Engineer for software development projects as assigned.
3. **IT Consultant's Resources:** Upon issuance of a Work Order, IT Consultant shall submit for District's approval a resume of each individual IT Consultant assigned to work on the project identified in the Work Order for prior written approval by the District's Directors of Administrative/Academic Systems prior to beginning work. IT Consultant agrees to provide the District with the resumes (qualifications, experience and education) at least two weeks prior to assigning the individual to work on the project identified in the Work Order. The District may choose to interview individual IT Consultants prior to approving them to work on the project identified in the Work Order. The District shall not be responsible for payment to IT Consultant for the services of any individual who works on this Agreement without the District's prior written consent.

4. Documentation: Functional and technical specification documentation shall be developed by IT Consultant and delivered to District for acceptance by the District's Directors of Administrative/Academic Systems. "Documentation" means the documents, manual and written materials (including end-user and technical manuals) developed pursuant to this Agreement. Formal review and acceptance of all written user and technical documentation is required. The documentation may be reviewed by the Directors of Administrative/Academic Systems and designated District IT staff and District and College end users.
5. Methodology: All work must be completed following documented industry standard agile methodology, protocol and best practices and be previously approved by the Directors of Administrative/Academic Systems. Methodology documentation should include the following sections:
 - i. Methodology overview.
 - ii. Scope and resource management.
 - iii. Process for defining functional and technical specifications.
 - iv. Functional (product backlog) and technical specification documentation.
 - v. Functional and technical specification review and sign-off by District stakeholders. These artifacts are to be consistent with an agile software development methodology. Stakeholders are identified District business experts, Education and Support Services and IT technical staff.
 - vi. Code review by District IT staff.
 - vii. Unit testing of source code modifications.
 - viii. Module and functionality specific business testing scenarios.
 - ix. Formal user acceptance and sign-off.
6. Quality Assurance And Testing: During software development, IT Consultant shall include a phase for quality assurance and testing of all Software. Quality assurance and testing must follow documented industry standard methodology, protocol and best practices and be previously approved by an appropriate District Director of Administrative/Academic Systems. Quality assurance and testing documentation should include the following:
 - i. Quality assurance and testing overview.
 - ii. Module and functionality testing.
 - iii. Modifications based upon quality control and quality assurance testing results. The IT Consultant, District IT and designated District and college end users will conduct quality assurance testing.
7. Release Management: Develop standards and practices for identifying and resolving billings for software defects, including regression bugs (both pre-release and post-release) and develop definitions of "mission critical" and "non-mission critical" bugs and timelines required for consultant to fix each. These will be developed by IT Consultant and District in accordance with Standards and Practices as identified in Exhibit C.
8. Deliverables And Modules: Software Deliverables and Software Modules shall be as specified in writing by IT Consultant and approved in writing by one of the District's Directors of Administrative/Academic Systems, as needed, based on decisions made during the design process and in consultation with the District. "Software Deliverables" are defined as products, including, but not limited to, program source code, model/entity definitions, and build/migration instructions. "Software Modules" are defined as the

functioning products of a software development project as well as any and all functionality described in the As-Built Documentation delivered by IT Consultant prior to "Go-live Software release." Software documentation must be delivered and accepted by the District prior to acceptance of software source code.

9. Progress Reports:

- i. Project Management Review. Formal review and approval of overall project management resources and project management structure by District is required. IT Consultant shall provide written progress reports to the Directors of Administrative/Academic Systems on a periodic basis and minimally on a quarterly basis when applicable, or more frequently if changes occur. One of the Directors of Administrative/Academic Systems has authority to approve such progress reports for the District.
- ii. Quality Assurance & Testing Plan Review. Formal review and approval of overall quality assurance and testing plans, approach and schedule by District is required. IT Consultant shall provide written reports for each module. The reports will be reviewed by the Directors of Administrative/Academic Systems. One of the Directors of Administrative/Academic Systems has authority to approve such reports for the District.
- iii. Monthly Progress Reports. IT Consultant shall submit to the Directors of Administrative/Academic Systems a detailed written monthly progress report describing the work performed during the reporting period.

10. Formal Progress Meetings: IT Consultant and District shall conduct formal quarterly schedule of scope management and risk assessment meetings with senior IT Consultant management. These meetings will involve IT Consultant project manager(s) on site, other key IT Consultant staff on site, District Directors of Administrative/Academic Systems. IT Consultant shall provide in writing the following minimum information at the progress meetings:

- i. Complete and detailed account of the work completed (e.g., modules worked on, functionality developed, documentation written and reviewed, testing and quality assurance completed, involvement of District IT staff, etc.) from the last quarterly meeting, as appropriate.
- ii. Cumulative IT Consultant personnel hours expended by position and dollar amount from the last quarterly meeting, as appropriate.
- iii. Review of any issues and concerns that have arisen and approach to dealing with them or assistance needed from the District from the last quarterly meeting, as appropriate.
- iv. Written documentation for each module consistent with agile development methodology management reporting (e.g., Product Backlog, Sprint Backlog and Burndown Chart, etc.).
- v. Planning for the next quarter (e.g., project plan for next quarter software development, any changes in IT Consultant personnel).

Additional information may be required and will be agreed upon between IT Consultant and District IT. These meetings shall occur at the Information Technology Department of 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 IT Consultant's performance of the service required hereunder and District's payment of all sums due to IT Consultant .
- 4.2. **Term.** The term of this Agreement shall begin January 1, 2020 and shall end December 31, 2024 in accordance with the schedule. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Work Order shall be established in each individual Work Order issued to the IT Consultant.
- 4.3. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to IT CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

5.1. **HOLD HARMLESS AND INDEMNIFICATION.**

To the fullest extent permitted by law, IT Consultant shall defend, indemnify and hold harmless the District, and its officials, agents, volunteers and employees ("indemnified parties") from and against any and all actual or alleged claims, demands, liabilities, damages, losses, suits, actions, and expenses, including but not limited to attorney fees, arising out of any kind, nature or description, directly or indirectly arising out of, connected with, based upon, or resulting from any act or failure thereof, error, omission, negligence, or willful misconduct of IT Consultant, including without limitation, its employees, directors, officers, representatives, consultants, officials, agents, volunteers, executors, consultants, board of trustees, members of the board of trustees, subcontractors or any other party acting by, on behalf of, with the consent of, for, connected to IT Consultant in performance (or failure thereof) of this contract, such indemnification is including but not limited to:

- (1) allegations that the service, software, documentation, product, output, presentation, materials or the like infringed any trademark, copyright or patent or misappropriated any trade secret of a third party;
- (2) negligence or misconduct of IT Consultant;
- (3) exposure of confidential information to unauthorized parties by IT Consultant's service, software or documentation; or
- (4) IT Consultant's introduction of any unauthorized material (including but not limited to viruses, trojans, rootkits, ransomware, blockchain, or other malware) to the District's computer network including but not limited to any cloud, storage, or extension thereof. If the District is unable to use IT Consultant's service, software or documentation because of a claim that such use constitutes an infringement, contributory infringement or violation of any patent, copyright, trade secret, trademark, or other third-party intellectual property right, IT Consultant will, at its expense
 - (a) procure for the District the right to continue using such software or documentation; or
 - (b) replace or modify such item so that it becomes non-infringing. If neither option is available to IT Consultant through the use of commercially reasonable efforts consistent with good faith business judgments, the District will return such item to IT Consultant, and IT Consultant will refund all license and maintenance fees paid for such item. However, IT Consultant shall not be obligated to indemnify to the extent that it is final adjudication determines that the indemnified party is directly liable due to willful misconduct or sole negligence and for which that indemnified party is legally responsible. IT Consultant shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

5.2. **MINIMUM INSURANCE REQUIREMENTS: INSURANCE REQUIREMENTS.**

Nothing in this section shall in any way alter, amend, or limit the IT Consultant's duty to defend, indemnify, and hold harmless to the fullest extent of law. IT Consultant shall obtain and maintain the policies of insurance or equivalent program of self-insurance and limits as shown below for the duration of this Contract. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Contract. Should IT Consultant maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Contract.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations Aggregate for bodily injury, personal injury, property damage, and sexual abuse/molestation (if provided by carrier or see 5.2.8 for a separate sexual abuse/molestation policy).
 - a. The Commercial General Liability Coverage shall include the following endorsements:
 - (i) The District, its Board, officers, agents, volunteers, and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or contract";
 - (ii) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
 - (iii) A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or contract".
 - b. The Commercial General Liability Coverage shall not include the following endorsements:
 - (i) Total Pollution Exclusion
 - (ii) Cross Suits Liability Exclusion
2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000 per accident and \$2,000,000 General Aggregate for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
 - a. The Business Auto coverage shall include the following endorsements:
 - (i) Broadened Pollution Coverage Endorsement;
 - (ii) The District, its Board, officers, agents, volunteers and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable "when required by written contract or contract";
 - (iii) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
 - (iv) A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or contract".
3. Workers' Compensation including statutory coverage as required by the State of California and including Employer's Liability with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident.
 - a. The Workers' Compensation coverage shall include the following endorsements:

- (i) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
4. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims including but not limited to invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, notification, credit monitoring, breach response costs, regulatory fines and penalties, extortion and network security, and also infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, up to the policy limits. As an additional requirement, the policy should specifically contain 1st party and 3rd party protections:
 - 1st Party covers notifying the IT Consultant's clients, credit monitoring, public relations, loss of business income or interruption, amounts to pay a cyber extortionist of the IT Consultant.
 - 3rd Party would cover failing to anticipate or prevent the transfer of a virus to a 3rd party, 3rd party notification, misuse, disclosure or theft of confidential info, and failure to secure confidential info.
 5. Professional Liability insurance with limits not less than \$1,000,000 per claim or occurrence and \$2,000,000 general aggregate. Such insurance coverage's definition of professional services must extend to all professional services under this contract, and all additional terms, conditions and limitation shall provide coverage sufficiently broad to respond to the duties and obligations as is undertaken by IT Consultant in this Contract. Such insurance coverage shall include, but not be limited to, coverage for mistakes in opinions, judgments or actions in the course and scope of providing professional services, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress. The policy shall protect the District for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - This coverage shall either (1) not contain an exclusion for bodily injury and property damage and have the intent to cover such bodily injury and property damages, or (2) include contingent bodily injury and property damage where applicable.
 6. If coverage written on a claims made and reported form, such coverage shall contain an Extended Reporting Period for 5 years following the termination date of this contract.
 7. All coverage shall have a pending and prior litigation date, and/or inception date, where applicable, that pre-dates the inception of this Contract.
 8. If not covered under the IT Consultant's Commercial General Liability Coverage, IT Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
 9. Should any of the insurance policies contain either a deductible or self-insured retention, the IT Consultant shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. Notwithstanding the above, and this shall in no way alleviate IT Consultant's responsibility to pay such deductible or retention, nor limit, alter or amend the requirements that IT Consultant shall to the fullest allowable by law, indemnify, defend and hold harmless the District, IT Consultant shall ensure that all policies shall recognize the erosion of the retention or deductible from other sources.
 10. The District reserves all rights, including the right to require a lower retention than presented by the District. If such lower retention cannot be obtained in the market, than the District reserves the rights to inspect any and all financial statements of the IT Consultant, and require further financial guarantees or assurances if any information calls into question the IT Consultant's

ability to pay.

11. Should any required insurance policies be cancelled, non-renewed or if the IT Consultant or Subcontractor fails to renew, IT Consultant or Subcontractor shall provide notice of such cancellation, non-renewal or failure to renew immediately to the District within 10 days.
12. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
13. District shall have the right to modify any and all indemnity and insurance requirements based on evaluation of the risk.
14. Certificates of Insurance Coverage shall be filed by IT Consultant with the District evidencing all of the insurance coverages required in this section at the time this Contract is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by the IT Consultant. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
15. Acceptance or failure to reject any certificates or endorsements shall in no way alter, amend, or limit the IT Consultant's duty to defend, indemnify, and hold harmless to the fullest extent of law.

ARTICLE 6 COMPENSATION TO THE IT CONSULTANT

- 6.1. **IT Consultant Resources Hourly Rate Schedule.** The hourly billable rates include fully burdened hourly rates for each individual consultant resource identified to perform work for any assigned project. The rates identified below is set at a not to exceed amount payable for the highest qualified, experienced and skilled IT consultant resource. Based on the level of experience, qualifications and skills, a consultant resource may be assigned to a project at a rate lower than those identified below.

Consultant Role		Hourly Billable Rate
1	Engagement Manager	\$128.25
2	Project Manager	\$118.75
3	Lead business Systems Analyst	\$108.00
4	Business Systems Analyst	\$92.40
5	Sr. Microsoft .NET Architect/Technical Lead	\$144.15
6	Sr. Microsoft .NET Developer	\$117.00
7	Microsoft .NET Developer	\$99.00
8	Senior Database Architect	\$144.15
9	Database Architect & Developer	\$139.50
10	Senior QA Engineer Technical Lead	\$114.40
11	Senior QA Engineer	\$94.50
12	QA Engineer	\$81.00
13	Senior Systems Engineer	\$110.00
14	Security Engineer	\$144.00
15	Cloud Engineer	\$167.40

- 6.2. **Compensation only upon Work Order Execution.** IT Consultant shall not be entitled to any compensation for any services unless and until a written Work Order has been issued by the District. Upon issuance of such a Work Order, IT Consultant agrees to perform basic Services provided by this Agreement and the Work Order, and District agrees to pay IT Consultant for such Services in accordance with the fee schedule set forth above and confirmed as a not to exceed price in the Work Order.

The District will not pay any reimbursable expenses of the IT Consultant and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of:

1. Defective or deficient work product not remedied;
2. Failure of the IT Consultant to make payments properly to its employees or sub-Consultants; or
3. Failure of IT Consultant to perform its services in a timely manner so as to conform to Project schedule.

- 6.3. **Price Inclusions.** The rates identified in section 6.1 above are inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the IT Consultant, including all travel costs, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses approved and authorized in this Agreement or any Work Order.. At no time shall meals be considered a reimbursable expense.

- 6.4. **Bi-Monthly Billing Statements.** IT Consultant shall submit bi-monthly billing invoices to the District for payment of Services, authorized (approved in writing) 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 IT Consultant.

- 6.5. **Payment.** District will make payment to IT Consultant of undisputed amounts due for Services, authorized Additional Services, and Allowable Reimbursable Expenses on a monthly basis with net thirty (30) days terms. Payments are due and payable upon receipt of the IT Consultant's invoice. Invoices shall be on a form and in the format approved by the District.

- 6.6. **Withholding Payment.** The District may withhold or deduct from amounts otherwise due to IT Consultant hereunder if IT 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 IT 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.

- 6.7. **Payment in Full.** This compensation shall be compensation in full for all services performed by the IT Consultant under the terms of this Agreement and assigned Work Order, except where

additional compensation is agreed upon between the IT Consultant and District in writing as provided for as additional services.

- 6.8. **Reimbursable Expenses** incurred by the IT Consultant and IT Consultant'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 IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, except reimbursable expenses that have been pre-approved in writing.
- 6.9. **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 IT Consultant shall remain liable to the District in accordance with applicable law for all damages to the District caused by IT Consultant's failure to perform any of the services furnished under this Agreement.
- 6.10. **Taxes.** IT Consultant acknowledges and agrees that it is the sole responsibility of IT Consultant to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of IT Consultant's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

ARTICLE 7 IT CONSULTANT 'S WORK PRODUCT

- 7.1. **District Ownership.** All work and deliverables provided as a result of the Services provided under this Agreement and all associated Work Orders shall be and remain the property of the District. Such work and deliverables supplied as herein required shall be the property of the District whether or not the work for which they were made is executed. IT Consultant grants to District the right to reuse all or part of the aforementioned work and deliverables at its sole discretion. The District is not bound by this Agreement to employ the services of IT Consultant in the event such work and deliverables are reused. IT Consultant grants to the District the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the work and deliverables prepared or caused to be prepared by the IT Consultant pursuant to this Agreement.
- 7.2. **Electronic Copy of Documents.** The IT Consultant shall perform the work under this agreement using District approved software and shall deliver electronic copies per the District's direction upon completion of the Project requirements. If work is terminated prior to Project completion, a copy of the work completed to date shall be provided to the District.
- 7.3. **Copyright/Trademark/Patent.** IT 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. IT Consultant consents to the use of IT Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 7.4. **Originality.** IT Consultant agrees that all material produced by the IT Consultant and delivered to District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the District from any costs, expenses and damages resulting from any breach of this representation.

- 7.5. **Rights in Data.** IT Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** District may, at any time, with or without reason, terminate this Agreement and compensate IT Consultant only for services satisfactorily rendered to the date of termination. 15 day written notice by District shall be sufficient to stop performance of services by IT Consultant. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the IT 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 IT Consultant; or (b) invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, extortion and network security, and also infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; (c) any act by IT Consultant exposing the District to any liability including those caused to others for personal injury or property damage; or (d) IT Consultant is adjudged a bankrupt, IT Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of IT 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 15 days written notice to the IT Consultant. This Agreement may be terminated by either party upon not less than 15 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 IT 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 IT 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 IT Consultant shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the IT Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the IT Consultant's services.
- 8.5. **Abandonment of Project.** If the District abandons the Project for more than ninety consecutive days, the IT Consultant shall be compensated for services satisfactorily performed prior to the abandonment.

- 8.6. **IT Consultant Compensation.** The IT Consultant shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the IT Consultant. The District shall pay the IT Consultant only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for District Damages.** In the event of termination due to the fault of IT Consultant, IT Consultant shall receive compensation due for services satisfactorily rendered prior to the date of termination. The IT Consultant is liable for all damages suffered by the District due to IT Consultant's failure to perform as provided in the Agreement.
- 8.8. **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require IT Consultant to provide all finished or unfinished documents, data, programming source code, reports, or any other items prepared IT Consultant in connection with the performance of Services under this Agreement. IT Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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, IT Consultant agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, IT Consultant agrees it will neither rescind this Agreement nor stop the progress of the work. The District and IT 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.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The District shall provide to the IT Consultant full information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.
- 10.2. **District Representative.** The District shall appoint one or more representatives authorized to act on the District's behalf with respect to the Project. The District or its authorized representative(s) shall render decisions in a timely manner pertaining to documents submitted by the IT Consultant. IT Consultant shall consult with authorized employees, agents, and representatives of District relative to the Project. However, IT Consultant shall accept directives only from District's designated representative(s) and not from other District employees or consultants. The District shall notify IT Consultant in writing if, at its sole option, it makes a change in the District representative(s). Unless modified by written notice by the District to the IT Consultant, the District Representative(s) are:

Jim Gaston, Director IT Academic Systems
Gerlie Jeltema, Director IT Administrative Systems

- 10.3. **District Notification.** The District shall give prompt written notice to the IT Consultant if the District becomes aware of any fault or defect in the Project or nonconformance with the Project intent. However, the District's failure or omission to do so shall not relieve the IT Consultant of

his/her responsibilities hereunder and the District shall have no duty to observe, inspect or investigate the services contemplated in this agreement.

- 10.4. **Project Description.** The District shall furnish a description of the Project as required.
- 10.5. **Reliable Information.** The IT Consultant may rely on the information provided by District but only to the extent such reliance is consistent with IT Consultant's obligations under this Agreement.

ARTICLE 11 TRANSITION ASSISTANCE

- 11.1. If applicable, IT Consultant will provide transition assistance ("Transition Assistance") to support District's transition from its current and future SIS Managed Services Provider. Transition Assistance will be provided by IT Consultant as detailed below at no additional cost to District. Transition assistance will be provided by IT Consultant at District at mutually agreeable dates and times.
1. IT Consultant's Project Manager shall coordinate with District's Project Manager, and they shall develop a mutually agreeable transition plan and schedule.
 2. In connection with IT Consultant's Transition Assistance, District will provide information, data, computer access and time, work space, forms, data entry and telephone service and personnel reasonably necessary to assist IT Consultant consistent with District's policies and procedures.

ARTICLE 12 MISCELLANEOUS

- 12.1. **Equal Opportunity/Non-Discrimination.** IT Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.
- IT Consultant shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. IT Consultant shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- 12.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** IT Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to IT Consultant, IT Consultant's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services. Additionally, IT Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
- 12.3. **Profanity Prohibited.** Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property is prohibited.

- 12.4. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above section.
- 12.5. **Materials.** IT Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. IT Consultant'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.
- 12.6. **Background Check.** Contractor hereby certifies that Contractor has never been charged with a felony, including any "violent felony" as defined in California Civil Code section 667.5(c) or serious felony defined by California Civil Code section 1192.7 prior to, or on the date of, this Agreement. Contractor shall notify District in writing immediately if Contractor is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. Contractor further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. Contractor hereby consents to the background check to the fullest extent permitted by law. Contractor agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Section, including any such issue arising from any felony Contractor has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.
- 12.7. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, Contractor agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Contractor certifies and understands that every person required to register under Section 290 shall disclose his or her status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent contractor, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by imprisonment in a county jail for not exceeding six (6) months, by a fine not exceeding One Thousand Dollars (\$1,000), or by both that imprisonment and fine, and a violation of this section shall not constitute a continuing offense.
- 12.8. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, IT Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and IT Consultant will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract. 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 IT 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, IT Consultant shall maintain accounting records and make them available upon request of the District for reproduction or inspection.

- 12.9. **Confidentiality and Use of Information.** IT Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

IT Consultant shall advise the District of any and all materials used, or recommended for use by IT Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event IT Consultant shall fail to so advise the District and as a result of the use of any programs or materials developed by IT Consultant under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, IT Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the IT Consultant's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

- 12.10. **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 IT 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.
- 12.11. **Employment with Public Agency.** IT Consultant, if an employee of another public agency, agrees that IT 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.
- 12.12. **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.
- 12.13. **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 IT Consultant and District hereunder.
- 12.14. **Non-Assignment.** The District and IT 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 IT Consultant pursuant to this Agreement shall not be assigned by the IT 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 IT Consultant. The sale or transfer of a majority membership interest in IT Consultant firm or the admission of new member to the IT Consultant firm which causes there to be a change in majority ownership and / or control of IT 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.

- 12.15. **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.

- 12.16. **Communications** between the parties shall be sent to the following addresses:

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

IT Consultant
Tammy Hawkins
Experis US, Inc.

2100 Main Street, Suite 400
Irvine, CA 92614

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

- 12.18. **Accessibility of Information and Communication Technology.** The IT Consultant hereby warrants that the goods or services to be provided to the District comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 194. The IT Consultant agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. IT Consultant further agrees to indemnify and hold harmless the District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this order or agreement.

IT Consultant is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the IT Consultant, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. IT Consultant is responsible for all claims and expenses borne by the District, which arise out of the work under

this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

- 12.19. **Entire Agreement / Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, including all properly executed Work Orders, and any exhibits thereto, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.
- 12.20. **Board Approval.** In accordance with California Education Code section 81655, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Board of Trustees the District duly passed and adopted.
- 12.21. **Binding Agreement.** The District and IT 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.

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

District

IT Consultant

South Orange County Community College District

Experis US, Inc.

Ann-Marie Gabel
Vice Chancellor, Business Services

Cesiah M. Kessler
Senior Regional Vice President

(Date)

(Date)

(Taxpayer number)

EXHIBIT C - STANDARDS AND PRACTICES FOR DEALING WITH DEFECTS AND BILLING

- A. Standards and practices for identifying and resolving billing rate schedules for Software Deliverables and Module defects including regression bugs (both pre-release and post-release) and definitions of “mission critical” and “non-mission critical” bugs and timelines required for IT Consultant to fix each.

The major intents of EXHIBIT C are:

1. To provide definitions, criteria and processes for reviewing and resolving two types of post-production issues with software developed by IT Consultant:
 - a. mission critical issues
 - b. non-mission critical, but important issues
2. Establish acceptable levels of responsiveness by IT Consultant to repair post-production, mission critical software issues
3. To define a process and set of criteria for resolving claims for financial remuneration in consideration of mission-critical defects in work product found within a limited time after the work product is in full production release.

- B. EXHIBIT C applies only when all of the following criteria are true:

- Software components and systems were designed, programmed and implemented by IT Consultant pursuant to this Agreement.
- Defect in software identified by District was caused by an agent of IT Consultant.
- Both District and IT Consultant agree that the identified defect in software meets the criteria stated herein for a “mission critical defect”.
- Defect in software was identified by District more than 10 calendar days and less than 60 calendar days after the software was released to full production release.
- Defect in software is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

- C. Definitions and Examples

“Mission Critical Defect” shall mean any flaw in the software work product produced by IT Consultant pursuant to this Agreement that vitally impairs ability for District to meet its operational mission as it relates to the intended purpose of said software, and whereupon such flaw is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

“Full Production Release” shall mean the single event or moment in time when the software system is made permanently available (and not in a pilot test) to all intended system users for real use in real operation procedures and transactions.

Examples of mission critical defects might include:

- SIS Student Accounts module failing to properly calculate account balance, leading to inaccurate financial records for many students.
- SIS Student Records module that corrupts or loses student grades, names, address, residency status or other similarly critical data elements that are key to records management and State or MIS Reporting requirements.

Examples of issues that are not mission critical defects might include:

- SIS Student Grades module displaying typographical errors in the descriptive text shown on the faculty grade submission web page.

- SIS Student Accounts module failing to properly calculate account balance for one student transaction during an academic term (e.g. 1 in 35,000).
- A web page that “does not look the way I would prefer”.
- A set of web pages that do not flow the way some users would prefer, but is capable of performing the intended function, given the proper manual process and user willingness to operate the software.
- Any feature that functions as specified by the appropriately designated design group, but does not function according to inconsistent, changed or improved thinking.

Defect Escalation Process

District will notify IT Consultant in writing, and within two (2) business days of discovery, of any post-release defects that District considers to meet the criteria for remuneration as set forth in EXHIBIT C. District will present the necessary information to IT Consultant to assist in evaluating the defect for EXHIBIT C consideration. For the purposes of repairing any identified post-release mission critical defect, IT Consultant and District will proceed with the escalated defect repair processes without waiting for billing resolution decisions and IT Consultant will respond to reported mission critical defects reported within the first 60 days after full production release with IT Consultant to begin investigation and repair within 12 hours during the normal business week and within 24 hours on holidays and weekends. For the purposes of determining any alterations in IT Consultant billing, within 30 days of written escalation, District and IT Consultant will review and mutually decide upon the disposition of any defect identified by District to be a post-release mission critical defect.

Timely Resolution

Once notified by District of a post-release mission critical defect, IT Consultant shall either resolve the affected defect within five (5) business days from formal notification, or (in the event that said defect cannot be repaired in that time) provide a written justification for the delay and advise District of alternative measures that IT Consultant and/or District can take in a more timely manner. If IT Consultant fails to provide a resolution or an alternative measure within this time window, IT Consultant will discount contracted bill rate to 20% for any efforts expended by IT Consultant in connection with resolving the affected defect.

Billing Effects

For any defects that are escalated as described herein and are mutually disposed by District and IT Consultant to meet the criteria described herein, and only if IT Consultant fails to provide a timely response, the following billing ramifications will take effect:

- IT Consultant will discount the contracted hourly billing rate by 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect, commencing from the date that IT Consultant received notification from District of the Defect Escalation.
- IT Consultant will provide to District a report of time spent by IT Consultant in connection with resolving the affected defect.

MASTER AGREEMENT - IT CONSULTANT SERVICES FOR STUDENT INFORMATION SYSTEMS

This Agreement is made and entered into this 19th day of November in the year 2019 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "District", and Xelleration, LLC, 2355 Main Street, Suite 240, Irvine, CA 92614, hereinafter referred to as "IT Consultant";

RECITALS

- A. District is a California community college, providing, among other things, educational and support services to students in and around the County of Orange.
- B. IT Consultant provides independent technology programming development and maintenance services including, but not limited to, those services required by District as described in Request for Qualification & Proposal (RFQ&P) No. 380D.
- C. District desires to retain IT Consultant to perform services, in accordance with the RFQ&P, and IT Consultant agrees to perform such services on the terms and conditions set forth herein.
- D. IT Consultant is fully licensed to provide IT Consultant services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 IT CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** IT Consultant shall provide and deliver all aspects of services related to the IT Consultant Services specified in Article 3 of this Agreement and the District's Request for Qualification & Proposal (RFQ&P) No. 380D referenced herein and made a part hereof, and the proposal (Proposal) submitted by IT Consultant to District, dated October 2, 2019, referenced herein and made a part hereof, (Collectively, the Services) to District. However, the Parties understand and agree that the services specified in the RFQ&P and/or Proposal are intended to cooperate and be complementary and shall be interpreted per the provisions in Article 12.19 Entire Agreement and Amendment.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Work Orders to IT Consultant authorizing certain work, and the provisions of this Agreement shall apply to all such Work Orders. IT Consultant shall not perform and District shall not be liable for any work performed by IT Consultant unless written authorization from District is given to IT Consultant in the form of such Work Order(s) prior to the performance of such work.

The IT Consultant shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Work Order, all the services articulated in the IT Consultant's scope of work ("Services"), which may be more particularly described in a Work Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the IT Consultant's proposal or similar document.

- 1.2. **Standard of Care and Professional Conduct.** IT Consultant shall perform all Services under this Agreement in a skillful, competent and timely manner, consistent with the standards generally

recognized as being employed by professionals in the same discipline in the State of California. IT Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. IT Consultant warrants that all of IT Consultant's employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. IT Consultant further represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. The Work completed herein must meet the approval of the District and shall be subject to the District's general right of inspection to secure the satisfactory completion thereof. IT 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. IT Consultant shall without additional compensation, correct or revise any errors or omissions in its deliverables. Defects will be in accordance with the requirements identified in Exhibit C.

IT Consultant or IT Consultant's employees and/or subcontractors who are determined by District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or who fail or refuse to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project and shall not be re-employed to perform any of the Services or to work on the Project.

- 1.3. **Key Individual Assignment.** The IT Consultant has been selected to perform the work herein because of the skills and expertise of key individuals identified in the requested Consultant resource roles. IT Consultant assignment for various Projects shall be assigned via Work Orders and will encompass the Consultant Roles identified in the Scope of the RFQ&P. Contingent to the District's request, the IT Consultant shall designate an Engagement Manager. Additionally, the IT Consultant must furnish the name and obtain approval after a resume' review of all requested consultant resources in IT Consultant's firm that will be associated with any given Project.
- 1.4. **Replacement of Key Individual.** Should any requested consultant resource fails to perform to the satisfaction of the District, the IT Consultant will immediately remove that person from the Project and replace that person with one acceptable to the District after review of resume' and/or interview.
- 1.5. **Relationship of IT Consultant to Other Project Participants.** IT Consultant's services hereunder shall be provided in conjunction with applicable contracts between the District and others providing services in connection with the Project. The IT Consultant is responsible for the adequacy and sufficiency of assigned project deliverables. The IT Consultant shall perform its duties in accordance with this contract and associated Work Orders shall coordinate all work with District as necessary to complete contract requirements.
- 1.6. **Project Schedule.** The IT Consultant acknowledges that all time limits stated in this Agreement and associated Work Orders are of the utmost importance to District. The IT Consultant shall submit for the District's approval a schedule for the performance of the IT 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 (such cause shall be approved by District in writing), be exceeded by the IT Consultant .
- 1.7. **Independent Contractor.** IT Consultant, in the performance of this Agreement, shall be customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed and shall act as an independent contractor and not an officer,

agent or employee of the District, Saddleback College or Irvine Valley College. IT Consultant understands and agrees that IT Consultant and all their employees and subcontractors shall not be considered officers, employees or agents of the District, Saddleback College or Irvine Valley College, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. IT Consultant assumes the full responsibility for the acts and /or omissions of their employees or agents as they relate to the service to be provided under this Agreement. IT Consultant 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.

ARTICLE 2 CONTRACT DOCUMENTS

2.1. The following contract documents are considered part of the final Agreement, in order of precedence:

1. The final executed Agreement between the Contractor and District.
2. All properly executed Work Orders, and any Exhibits thereto.
3. Request for Qualifications and Proposals ("RFQ&P") No. 380D for Student Information Systems Managed Services dated August 30, 2019, as originally released, with Proposal Forms, Appendices and any addenda thereto – Exhibit A referenced herein and made a part hereof.
4. Contractor's proposal dated October 2, 2019, including all addenda and attachments, but not including any provisions which do not exceed the minimum standards set forth in the RFQ&P – Exhibit B referenced herein and made a part hereof.
5. Standards and Practices for dealing with defects and billing Exhibit C.

ARTICLE 3 SCOPE OF SERVICES

3.1. **Project Scope.**

1. **Overview:** IT Consultant shall provide the professional services specified herein for purposes of maintaining and enhancing District Student Information Systems.
2. **Services To Be Provided by IT Consultant:** Consultant resource services, including but not limited to Engagement Manager, Project Manager, Lead Business Systems Analyst, Business Systems Analyst, Sr. Microsoft .NET Architect/Technical Lead, Sr. Microsoft .NET Developer, Microsoft .NET Developer, Senior Database Architect, Database Architect & Developer, Senior QA Engineer Technical Lead, Senior QA Engineer, QA Engineer, Senior Systems Engineer, Security Engineer, and Cloud Engineer for software development projects as assigned.
3. **IT Consultant's Resources:** Upon issuance of a Work Order, IT Consultant shall submit for District's approval a resume of each individual IT Consultant assigned to work on the project identified in the Work Order for prior written approval by the District's Directors of Administrative/Academic Systems prior to beginning work. IT Consultant agrees to provide the District with the resumes (qualifications, experience and education) at least two weeks prior to assigning the individual to work on the project identified in the Work Order. The District may choose to interview individual IT Consultants prior to approving them to work on the project identified in the Work Order. The District shall not be responsible for payment to IT Consultant for the services of any individual who works on this Agreement without the District's prior written consent.

4. Documentation: Functional and technical specification documentation shall be developed by IT Consultant and delivered to District for acceptance by the District's Directors of Administrative/Academic Systems. "Documentation" means the documents, manual and written materials (including end-user and technical manuals) developed pursuant to this Agreement. Formal review and acceptance of all written user and technical documentation is required. The documentation may be reviewed by the Directors of Administrative/Academic Systems and designated District IT staff and District and College end users.
5. Methodology: All work must be completed following documented industry standard agile methodology, protocol and best practices and be previously approved by the Directors of Administrative/Academic Systems. Methodology documentation should include the following sections:
 - i. Methodology overview.
 - ii. Scope and resource management.
 - iii. Process for defining functional and technical specifications.
 - iv. Functional (product backlog) and technical specification documentation.
 - v. Functional and technical specification review and sign-off by District stakeholders. These artifacts are to be consistent with an agile software development methodology. Stakeholders are identified District business experts, Education and Support Services and IT technical staff.
 - vi. Code review by District IT staff.
 - vii. Unit testing of source code modifications.
 - viii. Module and functionality specific business testing scenarios.
 - ix. Formal user acceptance and sign-off.
6. Quality Assurance And Testing: During software development, IT Consultant shall include a phase for quality assurance and testing of all Software. Quality assurance and testing must follow documented industry standard methodology, protocol and best practices and be previously approved by an appropriate District Director of Administrative/Academic Systems. Quality assurance and testing documentation should include the following:
 - i. Quality assurance and testing overview.
 - ii. Module and functionality testing.
 - iii. Modifications based upon quality control and quality assurance testing results. The IT Consultant, District IT and designated District and college end users will conduct quality assurance testing.
7. Release Management: Develop standards and practices for identifying and resolving billings for software defects, including regression bugs (both pre-release and post-release) and develop definitions of "mission critical" and "non-mission critical" bugs and timelines required for consultant to fix each. These will be developed by IT Consultant and District in accordance with Standards and Practices as identified in Exhibit C.
8. Deliverables And Modules: Software Deliverables and Software Modules shall be as specified in writing by IT Consultant and approved in writing by one of the District's Directors of Administrative/Academic Systems, as needed, based on decisions made during the design process and in consultation with the District. "Software Deliverables" are defined as products, including, but not limited to, program source code, model/entity definitions, and build/migration instructions. "Software Modules" are defined as the

functioning products of a software development project as well as any and all functionality described in the As-Built Documentation delivered by IT Consultant prior to "Go-live Software release." Software documentation must be delivered and accepted by the District prior to acceptance of software source code.

9. Progress Reports:

- i. Project Management Review. Formal review and approval of overall project management resources and project management structure by District is required. IT Consultant shall provide written progress reports to the Directors of Administrative/Academic Systems on a periodic basis and minimally on a quarterly basis when applicable, or more frequently if changes occur. One of the Directors of Administrative/Academic Systems has authority to approve such progress reports for the District.
- ii. Quality Assurance & Testing Plan Review. Formal review and approval of overall quality assurance and testing plans, approach and schedule by District is required. IT Consultant shall provide written reports for each module. The reports will be reviewed by the Directors of Administrative/Academic Systems. One of the Directors of Administrative/Academic Systems has authority to approve such reports for the District.
- iii. Monthly Progress Reports. IT Consultant shall submit to the Directors of Administrative/Academic Systems a detailed written monthly progress report describing the work performed during the reporting period.

10. Formal Progress Meetings: IT Consultant and District shall conduct formal quarterly schedule of scope management and risk assessment meetings with senior IT Consultant management. These meetings will involve IT Consultant project manager(s) on site, other key IT Consultant staff on site, District Directors of Administrative/Academic Systems. IT Consultant shall provide in writing the following minimum information at the progress meetings:

- i. Complete and detailed account of the work completed (e.g., modules worked on, functionality developed, documentation written and reviewed, testing and quality assurance completed, involvement of District IT staff, etc.) from the last quarterly meeting, as appropriate.
- ii. Cumulative IT Consultant personnel hours expended by position and dollar amount from the last quarterly meeting, as appropriate.
- iii. Review of any issues and concerns that have arisen and approach to dealing with them or assistance needed from the District from the last quarterly meeting, as appropriate.
- iv. Written documentation for each module consistent with agile development methodology management reporting (e.g., Product Backlog, Sprint Backlog and Burndown Chart, etc.).
- v. Planning for the next quarter (e.g., project plan for next quarter software development, any changes in IT Consultant personnel).

Additional information may be required and will be agreed upon between IT Consultant and District IT. These meetings shall occur at the Information Technology Department of 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 IT Consultant's performance of the service required hereunder and District's payment of all sums due to IT Consultant .
- 4.2. **Term.** The term of this Agreement shall begin January 1, 2020 and shall end December 31, 2024 in accordance with the schedule. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Work Order shall be established in each individual Work Order issued to the IT Consultant.
- 4.3. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to IT CONSULTANT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

5.1. **HOLD HARMLESS AND INDEMNIFICATION.**

To the fullest extent permitted by law, IT Consultant shall defend, indemnify and hold harmless the District, and its officials, agents, volunteers and employees ("indemnified parties") from and against any and all actual or alleged claims, demands, liabilities, damages, losses, suits, actions, and expenses, including but not limited to attorney fees, arising out of any kind, nature or description, directly or indirectly arising out of, connected with, based upon, or resulting from any act or failure thereof, error, omission, negligence, or willful misconduct of IT Consultant, including without limitation, its employees, directors, officers, representatives, consultants, officials, agents, volunteers, executors, consultants, board of trustees, members of the board of trustees, subcontractors or any other party acting by, on behalf of, with the consent of, for, connected to IT Consultant in performance (or failure thereof) of this contract, such indemnification is including but not limited to:

- (1) allegations that the service, software, documentation, product, output, presentation, materials or the like infringed any trademark, copyright or patent or misappropriated any trade secret of a third party;
- (2) negligence or misconduct of IT Consultant;
- (3) exposure of confidential information to unauthorized parties by IT Consultant's service, software or documentation; or
- (4) IT Consultant's introduction of any unauthorized material (including but not limited to viruses, trojans, rootkits, ransomware, blockchain, or other malware) to the District's computer network including but not limited to any cloud, storage, or extension thereof. If the District is unable to use IT Consultant's service, software or documentation because of a claim that such use constitutes an infringement, contributory infringement or violation of any patent, copyright, trade secret, trademark, or other third-party intellectual property right, IT Consultant will, at its expense
 - (a) procure for the District the right to continue using such software or documentation; or
 - (b) replace or modify such item so that it becomes non-infringing. If neither option is available to IT Consultant through the use of commercially reasonable efforts consistent with good faith business judgments, the District will return such item to IT Consultant, and IT Consultant will refund all license and maintenance fees paid for such item. However, IT Consultant shall not be obligated to indemnify to the extent that it is final adjudication determines that the indemnified party is directly liable due to willful misconduct or sole negligence and for which that indemnified party is legally responsible. IT Consultant shall, if requested by the District, defend using counsel approved by the District in its sole discretion.

5.2. **MINIMUM INSURANCE REQUIREMENTS: INSURANCE REQUIREMENTS.**

Nothing in this section shall in any way alter, amend, or limit the IT Consultant's duty to defend, indemnify, and hold harmless to the fullest extent of law. IT Consultant shall obtain and maintain the policies of insurance or equivalent program of self-insurance and limits as shown below for the duration of this Contract. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Contract. Should IT Consultant maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limits requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the District and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Contract.

1. Commercial General Liability, using a standard ISO CG 00 01 occurrence form, including premises, operations, products and completed operations and contractual liability with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products-Completed Operations Aggregate for bodily injury, personal injury, property damage, and sexual abuse/molestation (if provided by carrier or see 5.2.8 for a separate sexual abuse/molestation policy).
 - a. The Commercial General Liability Coverage shall include the following endorsements:
 - (i) The District, its Board, officers, agents, volunteers, and employees shall be included as Additional Insureds either by specific endorsement naming these parties or a blanket additional insured endorsement applicable "when required by written contract or contract";
 - (ii) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
 - (iii) A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or contract".
 - b. The Commercial General Liability Coverage shall not include the following endorsements:
 - (i) Total Pollution Exclusion
 - (ii) Cross Suits Liability Exclusion
2. Automobile Liability, using a standard ISO Business Auto CA 00 01 form with limits not less than \$1,000,000 per accident and \$2,000,000 General Aggregate for bodily injury and property damage for all owned, hired and non-owned automobiles. Coverage shall include Contractual Liability.
 - a. The Business Auto coverage shall include the following endorsements:
 - (i) Broadened Pollution Coverage Endorsement;
 - (ii) The District, its Board, officers, agents, volunteers and employees shall be included as Designated Insureds or a blanket additional insured endorsement applicable "when required by written contract or contract";
 - (iii) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
 - (iv) A Primary, Non-contributory endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket primary, non-contributory endorsement applicable "when required by written contract or contract".
3. Workers' Compensation including statutory coverage as required by the State of California and including Employer's Liability with limits not less than \$1,000,000 each accident; \$1,000,000 policy limit bodily injury by disease; \$1,000,000 each employee bodily injury by accident.
 - a. The Workers' Compensation coverage shall include the following endorsements:

- (i) A Waiver of Subrogation endorsement in favor of the District, its Board, officers, agents, volunteers and employees or a blanket waiver of subrogation endorsement applicable "when required by written contract or contract";
4. Cyber Liability Insurance with limits not less than \$2,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims including but not limited to invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, notification, credit monitoring, breach response costs, regulatory fines and penalties, extortion and network security, and also infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, up to the policy limits. As an additional requirement, the policy should specifically contain 1st party and 3rd party protections:
 - 1st Party covers notifying the IT Consultant's clients, credit monitoring, public relations, loss of business income or interruption, amounts to pay a cyber extortionist of the IT Consultant.
 - 3rd Party would cover failing to anticipate or prevent the transfer of a virus to a 3rd party, 3rd party notification, misuse, disclosure or theft of confidential info, and failure to secure confidential info.
 5. Professional Liability insurance with limits not less than \$1,000,000 per claim or occurrence and \$2,000,000 general aggregate. Such insurance coverage's definition of professional services must extend to all professional services under this contract, and all additional terms, conditions and limitation shall provide coverage sufficiently broad to respond to the duties and obligations as is undertaken by IT Consultant in this Contract. Such insurance coverage shall include, but not be limited to, coverage for mistakes in opinions, judgments or actions in the course and scope of providing professional services, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress. The policy shall protect the District for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.
 - This coverage shall either (1) not contain an exclusion for bodily injury and property damage and have the intent to cover such bodily injury and property damages, or (2) include contingent bodily injury and property damage where applicable.
 6. If coverage written on a claims made and reported form, such coverage shall contain an Extended Reporting Period for 5 years following the termination date of this contract.
 7. All coverage shall have a pending and prior litigation date, and/or inception date, where applicable, that pre-dates the inception of this Contract.
 8. If not covered under the IT Consultant's Commercial General Liability Coverage, IT Consultant shall provide specific coverage for Abuse or Molestation with limits not less than \$1,000,000 per occurrence and \$2,000,000 General Aggregate either by separate policy or by an endorsement to User's Commercial General Liability coverage.
 9. Should any of the insurance policies contain either a deductible or self-insured retention, the IT Consultant shall be responsible to pay that deductible or self-insured retention and the District shall not be responsible to pay these costs. Notwithstanding the above, and this shall in no way alleviate IT Consultant's responsibility to pay such deductible or retention, nor limit, alter or amend the requirements that IT Consultant shall to the fullest allowable by law, indemnify, defend and hold harmless the District, IT Consultant shall ensure that all policies shall recognize the erosion of the retention or deductible from other sources.
 10. The District reserves all rights, including the right to require a lower retention than presented by the District. If such lower retention cannot be obtained in the market, than the District reserves the rights to inspect any and all financial statements of the IT Consultant, and require further financial guarantees or assurances if any information calls into question the IT Consultant's

ability to pay.

11. Should any required insurance policies be cancelled, non-renewed or if the IT Consultant or Subcontractor fails to renew, IT Consultant or Subcontractor shall provide notice of such cancellation, non-renewal or failure to renew immediately to the District within 10 days.
12. All insurance policies as required in this section shall be written through insurance companies that are either admitted in the State of California or on the California Department of Insurance approved list of non-admitted insurers. All insurance companies shall have and maintain a minimum A. M. Best rating of A VII.
13. District shall have the right to modify any and all indemnity and insurance requirements based on evaluation of the risk.
14. Certificates of Insurance Coverage shall be filed by IT Consultant with the District evidencing all of the insurance coverages required in this section at the time this Contract is executed. The certificates must have all required endorsements attached or the Certificate will be rejected as non-compliant. Each successive year during the insurance requirement period shall be filed in the same manner. The failure to furnish such evidence may be considered default by the IT Consultant. The District reserves the right to require complete, certified copies of all required insurance policies, at any time.
15. Acceptance or failure to reject any certificates or endorsements shall in no way alter, amend, or limit the IT Consultant's duty to defend, indemnify, and hold harmless to the fullest extent of law.

ARTICLE 6 COMPENSATION TO THE IT CONSULTANT

- 6.1. **IT Consultant Resources Hourly Rate Schedule.** The hourly billable rates include fully burdened hourly rates for each individual consultant resource identified to perform work for any assigned project. The rates identified below is set at a not to exceed amount payable for the highest qualified, experienced and skilled IT consultant resource. Based on the level of experience, qualifications and skills, a consultant resource may be assigned to a project at a rate lower than those identified below.

Consultant Role		Hourly Billable Rate
1	Engagement Manager	\$150.00
2	Project Manager	\$120.00
3	Lead business Systems Analyst	\$125.00
4	Business Systems Analyst	\$110.00
5	Sr. Microsoft .NET Architect/Technical Lead	\$160.00
6	Sr. Microsoft .NET Developer	\$135.00
7	Microsoft .NET Developer	\$115.00
8	Senior Database Architect	\$150.00
9	Database Architect & Developer	\$130.00
10	Senior QA Engineer Technical Lead	\$115.00
11	Senior QA Engineer	\$90.00
12	QA Engineer	\$90.00
13	Senior Systems Engineer	\$160.00
14	Security Engineer	\$180.00
15	Cloud Engineer	\$160.00

- 6.2. **Compensation only upon Work Order Execution.** IT Consultant shall not be entitled to any compensation for any services unless and until a written Work Order has been issued by the District. Upon issuance of such a Work Order, IT Consultant agrees to perform basic Services provided by this Agreement and the Work Order, and District agrees to pay IT Consultant for such Services in accordance with the fee schedule set forth above and confirmed as a not to exceed price in the Work Order.

The District will not pay any reimbursable expenses of the IT Consultant and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of:

1. Defective or deficient work product not remedied;
2. Failure of the IT Consultant to make payments properly to its employees or sub-Consultants; or
3. Failure of IT Consultant to perform its services in a timely manner so as to conform to Project schedule.

- 6.3. **Price Inclusions.** The rates identified in section 6.1 above are inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the IT Consultant, including all travel costs, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses approved and authorized in this Agreement or any Work Order.. At no time shall meals be considered a reimbursable expense.

- 6.4. **Bi-Monthly Billing Statements.** IT Consultant shall submit bi-monthly billing invoices to the District for payment of Services, authorized (approved in writing) 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 IT Consultant.

- 6.5. **Payment.** District will make payment to IT Consultant of undisputed amounts due for Services, authorized Additional Services, and Allowable Reimbursable Expenses on a monthly basis with net thirty (30) days terms. Payments are due and payable upon receipt of the IT Consultant's invoice. Invoices shall be on a form and in the format approved by the District.

- 6.6. **Withholding Payment.** The District may withhold or deduct from amounts otherwise due to IT Consultant hereunder if IT 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 IT 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.

- 6.7. **Payment in Full.** This compensation shall be compensation in full for all services performed by the IT Consultant under the terms of this Agreement and assigned Work Order, except where

additional compensation is agreed upon between the IT Consultant and District in writing as provided for as additional services.

- 6.8. **Reimbursable Expenses** incurred by the IT Consultant and IT Consultant'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 IT Consultant for any costs or expenses paid or incurred by IT Consultant in performing services for District, except reimbursable expenses that have been pre-approved in writing.
- 6.9. **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 IT Consultant shall remain liable to the District in accordance with applicable law for all damages to the District caused by IT Consultant's failure to perform any of the services furnished under this Agreement.
- 6.10. **Taxes.** IT Consultant acknowledges and agrees that it is the sole responsibility of IT Consultant to report as income its compensation received from District and to make the requisite tax filings and payments to the appropriate federal, state or local tax authority. No part of IT Consultant's compensation shall be subject to withholding by District for the payment of social security, unemployment, or disability insurance or any other similar state or federal tax obligation.

ARTICLE 7 IT CONSULTANT 'S WORK PRODUCT

- 7.1. **District Ownership.** All work and deliverables provided as a result of the Services provided under this Agreement and all associated Work Orders shall be and remain the property of the District. Such work and deliverables supplied as herein required shall be the property of the District whether or not the work for which they were made is executed. IT Consultant grants to District the right to reuse all or part of the aforementioned work and deliverables at its sole discretion. The District is not bound by this Agreement to employ the services of IT Consultant in the event such work and deliverables are reused. IT Consultant grants to the District the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the work and deliverables prepared or caused to be prepared by the IT Consultant pursuant to this Agreement.
- 7.2. **Electronic Copy of Documents.** The IT Consultant shall perform the work under this agreement using District approved software and shall deliver electronic copies per the District's direction upon completion of the Project requirements. If work is terminated prior to Project completion, a copy of the work completed to date shall be provided to the District.
- 7.3. **Copyright/Trademark/Patent.** IT 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. IT Consultant consents to the use of IT Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.
- 7.4. **Originality.** IT Consultant agrees that all material produced by the IT Consultant and delivered to District hereunder shall be original, except for such portion as is included with permission of the copyright owners thereof, that it shall contain no libelous or unlawful statements or materials, and will not infringe upon any copyright, trademark, patent, statutory or other proprietary rights of others and that it will hold harmless the District from any costs, expenses and damages resulting from any breach of this representation.

- 7.5. **Rights in Data.** IT Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of work under this Contract.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** District may, at any time, with or without reason, terminate this Agreement and compensate IT Consultant only for services satisfactorily rendered to the date of termination. 15 day written notice by District shall be sufficient to stop performance of services by IT Consultant. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the IT 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 IT Consultant; or (b) invasion of privacy violations, breach of data, disruption of networks, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, introduction or intrusion of a virus, malware, extortion and network security, and also infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress; (c) any act by IT Consultant exposing the District to any liability including those caused to others for personal injury or property damage; or (d) IT Consultant is adjudged a bankrupt, IT Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of IT 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 15 days written notice to the IT Consultant. This Agreement may be terminated by either party upon not less than 15 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 IT 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 IT 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 IT Consultant shall be compensated for services satisfactorily performed prior to such suspension. When the Project is resumed, the IT Consultant's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the IT Consultant's services.
- 8.5. **Abandonment of Project.** If the District abandons the Project for more than ninety consecutive days, the IT Consultant shall be compensated for services satisfactorily performed prior to the abandonment.

- 8.6. **IT Consultant Compensation.** The IT Consultant shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the IT Consultant. The District shall pay the IT Consultant only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.7. **Liability for District Damages.** In the event of termination due to the fault of IT Consultant, IT Consultant shall receive compensation due for services satisfactorily rendered prior to the date of termination. The IT Consultant is liable for all damages suffered by the District due to IT Consultant's failure to perform as provided in the Agreement.
- 8.8. **Effect of Termination.** If this Agreement is terminated as provided in this Section, District may require IT Consultant to provide all finished or unfinished documents, data, programming source code, reports, or any other items prepared IT Consultant in connection with the performance of Services under this Agreement. IT Consultant shall be required to provide such documents and other information within fifteen (15) days of the request.

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, IT Consultant agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, IT Consultant agrees it will neither rescind this Agreement nor stop the progress of the work. The District and IT 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.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The District shall provide to the IT Consultant full information regarding requirements for the Project, including information regarding the District's objectives, schedule, constraints and criteria.
- 10.2. **District Representative.** The District shall appoint one or more representatives authorized to act on the District's behalf with respect to the Project. The District or its authorized representative(s) shall render decisions in a timely manner pertaining to documents submitted by the IT Consultant. IT Consultant shall consult with authorized employees, agents, and representatives of District relative to the Project. However, IT Consultant shall accept directives only from District's designated representative(s) and not from other District employees or consultants. The District shall notify IT Consultant in writing if, at its sole option, it makes a change in the District representative(s). Unless modified by written notice by the District to the IT Consultant, the District Representative(s) are:

Jim Gaston, Director IT Academic Systems
Gerlie Jeltema, Director IT Administrative Systems

- 10.3. **District Notification.** The District shall give prompt written notice to the IT Consultant if the District becomes aware of any fault or defect in the Project or nonconformance with the Project intent. However, the District's failure or omission to do so shall not relieve the IT Consultant of

his/her responsibilities hereunder and the District shall have no duty to observe, inspect or investigate the services contemplated in this agreement.

- 10.4. **Project Description.** The District shall furnish a description of the Project as required.
- 10.5. **Reliable Information.** The IT Consultant may rely on the information provided by District but only to the extent such reliance is consistent with IT Consultant's obligations under this Agreement.

ARTICLE 11 TRANSITION ASSISTANCE

- 11.1. If applicable, IT Consultant will provide transition assistance ("Transition Assistance") to support District's transition from its current and future SIS Managed Services Provider. Transition Assistance will be provided by IT Consultant as detailed below at no additional cost to District. Transition assistance will be provided by IT Consultant at District at mutually agreeable dates and times.
1. IT Consultant's Project Manager shall coordinate with District's Project Manager, and they shall develop a mutually agreeable transition plan and schedule.
 2. In connection with IT Consultant's Transition Assistance, District will provide information, data, computer access and time, work space, forms, data entry and telephone service and personnel reasonably necessary to assist IT Consultant consistent with District's policies and procedures.

ARTICLE 12 MISCELLANEOUS

- 12.1. **Equal Opportunity/Non-Discrimination.** IT Consultant shall not discriminate against any individual with respect to his or her compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect his or her status as an employee because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.
- IT Consultant shall ensure that all services and benefits rendered to the District, its representatives, consultants/contractors and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. IT Consultant shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- 12.2. **Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations.** IT Consultant agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now and may in the future become applicable to IT Consultant, IT Consultant's business, equipment and personnel engaged in services covered by this Agreement or accruing out of the performance of such services. Additionally, IT Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to smoke free campus, alcohol and controlled substances, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.
- 12.3. **Profanity Prohibited.** Profanity, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property is prohibited.

- 12.4. **Mandatory Dress Code.** Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above section.
- 12.5. **Materials.** IT Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Contract unless otherwise specifically stated in the Contract. IT Consultant'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.
- 12.6. **Background Check.** Contractor hereby certifies that Contractor has never been charged with a felony, including any "violent felony" as defined in California Civil Code section 667.5(c) or serious felony defined by California Civil Code section 1192.7 prior to, or on the date of, this Agreement. Contractor shall notify District in writing immediately if Contractor is charged with any felony during the term of this Agreement in which case District may terminate this Agreement immediately. Contractor further hereby authorizes the District or other organizations to conduct a comprehensive review of his/her background upon District's request. Contractor hereby consents to the background check to the fullest extent permitted by law. Contractor agrees to indemnify, defend and hold harmless the District from any claims, damages, harms, and costs, including legal and processing fees arising from the requirements of this Section, including any such issue arising from any felony Contractor has been charged with, or is charged with, during this Agreement. Failure to complete any required step to provide the background check and information required herein upon District request within thirty (30) days shall be grounds for termination of this Agreement.
- 12.7. **Certification Regarding the California Penal Code Section 290.** By executing this Agreement, Contractor agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Contractor certifies and understands that every person required to register under Section 290 shall disclose his or her status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent contractor, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by imprisonment in a county jail for not exceeding six (6) months, by a fine not exceeding One Thousand Dollars (\$1,000), or by both that imprisonment and fine, and a violation of this section shall not constitute a continuing offense.
- 12.8. **Audit and Inspection of Records.** At any time during the normal business hours and as often as District may deem necessary, IT Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Contract and IT Consultant will permit the District to audit, and to make audits of all invoices, materials, payrolls, records of personnel and other data related to all matters covered by this Contract. 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 IT 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, IT Consultant shall maintain accounting records and make them available upon request of the District for reproduction or inspection.

- 12.9. **Confidentiality and Use of Information.** IT Consultant shall hold in trust for the District, and shall not disclose to any person, any confidential information. Confidential information is information which is related to the District's research, development, trade secrets and business affairs; but does not include information which is generally known or easily ascertainable by nonparties through available public documentation.

IT Consultant shall advise the District of any and all materials used, or recommended for use by IT Consultant to achieve the project goals, that are subject to any copyright restrictions or requirements. In the event IT Consultant shall fail to so advise the District and as a result of the use of any programs or materials developed by IT Consultant under this Contract the District should be found in violation of any copyright restrictions or requirements, or the District should be alleged to be in violation of any copyright restrictions or requirements, IT Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the IT Consultant's services and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

- 12.10. **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 IT 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.
- 12.11. **Employment with Public Agency.** IT Consultant, if an employee of another public agency, agrees that IT 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.
- 12.12. **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.
- 12.13. **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 IT Consultant and District hereunder.
- 12.14. **Non-Assignment.** The District and IT 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 IT Consultant pursuant to this Agreement shall not be assigned by the IT 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 IT Consultant. The sale or transfer of a majority membership interest in IT Consultant firm or the admission of new member to the IT Consultant firm which causes there to be a change in majority ownership and / or control of IT 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.

- 12.15. **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.

- 12.16. **Communications** between the parties shall be sent to the following addresses:

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

IT Consultant
Brendan Neary
Xelleration, LLC

2355 Main Street, Suite 240
Irvine, CA 92614

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

- 12.18. **Accessibility of Information and Communication Technology.** The IT Consultant hereby warrants that the goods or services to be provided to the District comply with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 194. The IT Consultant agrees to promptly respond to and resolve any complaint regarding accessibility of its products or services. IT Consultant further agrees to indemnify and hold harmless the District from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this order or agreement.

IT Consultant is responsible for following all Federal and California accessibility laws set forth under Sec 508 of the Rehabilitation Act of 1973, passed in 2000 and updated in 2017 and California Government Code Section 7405. All materials and Information and Communication Technology (ICT) produced or provided by the IT Consultant, as part of this contract must meet the standards set forth under these laws. These requirements include, but are not limited to, closed captioning of all videos or portions of videos; all presentations; training materials; curriculum; computers; and all other ICT as defined under the law, must be created and delivered in a manner where they meet accessible requirements. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. IT Consultant is responsible for all claims and expenses borne by the District, which arise out of the work under

this contract, found to be non-compliant with Federal and California Laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of work produced.

- 12.19. **Entire Agreement / Amendment.** The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, including all properly executed Work Orders, and any exhibits thereto, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive services in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall compliment the terms of this Agreement.
- 12.20. **Board Approval.** In accordance with California Education Code section 81655, this Agreement is not a valid or enforceable obligation against the District until approved or ratified by motion of the Board of Trustees the District duly passed and adopted.
- 12.21. **Binding Agreement.** The District and IT 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.

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

District

IT Consultant

South Orange County Community College District

Xelleration, LLC

Ann-Marie Gabel
Vice Chancellor, Business Services

Brendan Neary
Vice President, Sales and Marketing

(Date)

(Date)

(Taxpayer number)

EXHIBIT C - STANDARDS AND PRACTICES FOR DEALING WITH DEFECTS AND BILLING

- A. Standards and practices for identifying and resolving billing rate schedules for Software Deliverables and Module defects including regression bugs (both pre-release and post-release) and definitions of “mission critical” and “non-mission critical” bugs and timelines required for IT Consultant to fix each.

The major intents of EXHIBIT C are:

1. To provide definitions, criteria and processes for reviewing and resolving two types of post-production issues with software developed by IT Consultant:
 - a. mission critical issues
 - b. non-mission critical, but important issues
2. Establish acceptable levels of responsiveness by IT Consultant to repair post-production, mission critical software issues
3. To define a process and set of criteria for resolving claims for financial remuneration in consideration of mission-critical defects in work product found within a limited time after the work product is in full production release.

- B. EXHIBIT C applies only when all of the following criteria are true:

- Software components and systems were designed, programmed and implemented by IT Consultant pursuant to this Agreement.
- Defect in software identified by District was caused by an agent of IT Consultant.
- Both District and IT Consultant agree that the identified defect in software meets the criteria stated herein for a “mission critical defect”.
- Defect in software was identified by District more than 10 calendar days and less than 60 calendar days after the software was released to full production release.
- Defect in software is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

- C. Definitions and Examples

“Mission Critical Defect” shall mean any flaw in the software work product produced by IT Consultant pursuant to this Agreement that vitally impairs ability for District to meet its operational mission as it relates to the intended purpose of said software, and whereupon such flaw is not explained by or caused by the requirements, business rules or design guidance provided to IT Consultant by District.

“Full Production Release” shall mean the single event or moment in time when the software system is made permanently available (and not in a pilot test) to all intended system users for real use in real operation procedures and transactions.

Examples of mission critical defects might include:

- SIS Student Accounts module failing to properly calculate account balance, leading to inaccurate financial records for many students.
- SIS Student Records module that corrupts or loses student grades, names, address, residency status or other similarly critical data elements that are key to records management and State or MIS Reporting requirements.

Examples of issues that are not mission critical defects might include:

- SIS Student Grades module displaying typographical errors in the descriptive text shown on the faculty grade submission web page.

- SIS Student Accounts module failing to properly calculate account balance for one student transaction during an academic term (e.g. 1 in 35,000).
- A web page that “does not look the way I would prefer”.
- A set of web pages that do not flow the way some users would prefer, but is capable of performing the intended function, given the proper manual process and user willingness to operate the software.
- Any feature that functions as specified by the appropriately designated design group, but does not function according to inconsistent, changed or improved thinking.

Defect Escalation Process

District will notify IT Consultant in writing, and within two (2) business days of discovery, of any post-release defects that District considers to meet the criteria for remuneration as set forth in EXHIBIT C. District will present the necessary information to IT Consultant to assist in evaluating the defect for EXHIBIT C consideration. For the purposes of repairing any identified post-release mission critical defect, IT Consultant and District will proceed with the escalated defect repair processes without waiting for billing resolution decisions and IT Consultant will respond to reported mission critical defects reported within the first 60 days after full production release with IT Consultant to begin investigation and repair within 12 hours during the normal business week and within 24 hours on holidays and weekends. For the purposes of determining any alterations in IT Consultant billing, within 30 days of written escalation, District and IT Consultant will review and mutually decide upon the disposition of any defect identified by District to be a post-release mission critical defect.

Timely Resolution

Once notified by District of a post-release mission critical defect, IT Consultant shall either resolve the affected defect within five (5) business days from formal notification, or (in the event that said defect cannot be repaired in that time) provide a written justification for the delay and advise District of alternative measures that IT Consultant and/or District can take in a more timely manner. If IT Consultant fails to provide a resolution or an alternative measure within this time window, IT Consultant will discount contracted bill rate to 20% for any efforts expended by IT Consultant in connection with resolving the affected defect.

Billing Effects

For any defects that are escalated as described herein and are mutually disposed by District and IT Consultant to meet the criteria described herein, and only if IT Consultant fails to provide a timely response, the following billing ramifications will take effect:

- IT Consultant will discount the contracted hourly billing rate by 20% for any efforts expended by CONSULTANT in connection with resolving the affected defect, commencing from the date that IT Consultant received notification from District of the Defect Escalation.
- IT Consultant will provide to District a report of time spent by IT Consultant in connection with resolving the affected defect.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Advanced Technology and Education Park (ATEP) Phase 1 Campus Site Signage Project, Award of Bid No. 27, New Dynasty Construction Co.

ACTION: Approval

BACKGROUND

On April 16, 2019, Basic Aid Allocation Recommendation Committee (BAARC), through the shared governance process, approved funds for the installation of monument, vehicular and pedestrian wayfinding signs at ATEP. On April 22, 2019, the Board of Trustees approved basic aid funding of \$4,431,121 for the ATEP Phase 1 Campus Site Signage Project.

STATUS

On September 12, 2019 and September 19, 2019, the District ran a newspaper advertisement requesting bids for the ATEP Phase 1 Campus Site Signage Project. The request for bids was also posted on the District website and sent through the PlanetBids portal. Four bids were received on October 18, 2019 (EXHIBIT A). The lowest responsive, responsible bid was submitted by New Dynasty Construction, Co. in the amount of \$1,870,121. The District staff has reviewed the bids and recommends approval of bid and award of agreement.

Basic aid funds are available in the project budget of \$4,431,121.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve award of Bid No. 27, ATEP Phase 1 Campus Site Signage Project, and approve the agreement (EXHIBIT B) with New Dynasty Construction, Co., in the amount of \$1,870,121.

Bid No. 27
Phase 1 – Campus Site Signage Project
Advanced Technology and Education Park

South Orange County Community College District

November 18, 2019

<u>CONTRACTORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
*New Dynasty Construction Co.	Tustin, CA	\$1,870,121
AMTEK Construction	Whittier, CA	\$2,925,363
Solex Construction, Inc.	Los Angeles, CA	\$3,134,000
Dalke & Sons Construction, Inc.	Riverside, CA	\$3,225,890

***Recommended Award**



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CONSTRUCTION SERVICES AGREEMENT

**Phase 1 Campus Site Signage Project
Advanced Technology and Education Park**

New Dynasty Construction Co.

November 19, 2019

THIS AGREEMENT, dated the 19th day of November, 2019, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and New Dynasty Construction Co., (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 Phase 1 Campus Site Signage 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 One Million Eight Hundred Seventy Thousand One Hundred Twenty One Dollars (\$1,870,121).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within one hundred and eighty (180) 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 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
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Subcontractors of every tier	\$1,000,000
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and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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Property Damage Insurance in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
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Excess Liability Insurance (Contractor only)	\$2,000,000
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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.)

*Schools Legal Service of O.C.
June 2012*

*Bid Forms
Page 5*

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 Sherwin Chegini, whose title is 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: _____
Signature

By: _____
Signature

Ann-Marie Gabel
Vice Chancellor, Business Services

Sherwin Chegini
President

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: Saddleback College: Subaward Agreement from University of California, Irvine – NSF Prime Award DUE-1928554

ACTION: Approval

BACKGROUND

In March 2019, the University of California, Irvine (UCI) (lead institution) submitted a proposal to the National Science Foundation's (NSF) Improving Undergraduate STEM Education: Hispanic-Serving Institutions program with Saddleback College as a named subrecipient partner organization. The goal of the project is to examine the patterns of cross-enrollment between California Community Colleges (CCC) and UCI over the past 10 years and to test the efficacy of various interventions to increase cross-enrollment. The opportunity for CCC students to cross-enroll in courses at the University of California gives students the opportunity to experience the academic and social contexts of a four-year school (including the opportunity to participate in research), which can increase their perception of their ability to transfer and succeed at a four-year school.

STATUS

On July 3, 2019, the NSF notified UCI of its intent to award the project titled: Improving the Transition of Community College Students into University STEM Programs Through Cross-Enrollment (NSF iUSE HIS-UCI). UCI has issued a subaward agreement to Saddleback College in the estimated amount of \$259,889 for the anticipated performance period of October 1, 2019 through September 30, 2024. The Grant Acceptance Abstract is presented in Exhibit A. The scope of work and budget are incorporated in the Subaward Agreement from UCI to Saddleback College (Exhibit B).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve and accept this subaward from the University of California, Irvine for \$259,889 from October 1, 2019 to September 30, 2024 for NSF Award DUE-1928554, and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

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

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
UNIT APPLYING: SADDLEBACK COLLEGE**

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

1. **PROJECT TITLE:** Improving the Transition of Community College Students into University STEM Programs Through Cross-Enrollment
2. **PROJECT DIRECTOR:** Dr. Jennifer Klein
3. **PROJECT ADMINISTRATOR:** Dr. Jennifer Klein
4. **GRANTOR AGENCY:** University of California Irvine
5. **PRIME FUNDING SOURCE:** National Science Foundation- Division of Undergraduate Education
6. **STARTING AND ENDING DATES OF THE PROJECT:** October 1, 2019 to September 30, 2024
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

Saddleback College will perform activities as a subrecipient under the University of California Irvine's lead to address the goals of the National Science Foundation Improving Undergraduate STEM Education: Hispanic-Serving Institutions Program. This project will examine community college students' perceptions of the benefits of and barriers to cross-enrollment in STEM courses. Through focus groups, and surveys with community college students, administrators and STEM faculty, the team will design and implement interventions to increase the number of community college students who are cross-enrolled in STEM courses at UCI. Saddleback College, as a project partner, will work collaboratively with UCI to conduct focus groups, interviews and surveys, pilot intervention implementation and data coordination and collection to support the project and contribute to research findings.

8. SUMMARY BUDGET

Grant SubAward	In Kind Matching	Indirect Costs	Project Total
\$259,889		\$70,189	\$259,889

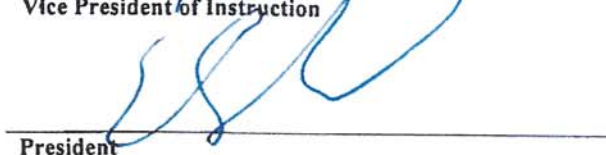
9. APPROVALS


Division/School


Chancellor


Vice President of Instruction


Vice Chancellor of Learning Services


President


Vice President, College Administrative Services

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/ College/Vendor)
1000 Certificated Salaries	\$ 16,080		
2000 Classified Salaries	\$ 111,337		
3000 Benefits	\$ 48,129		
4000 Supplies	\$ 2,516		
5000 Contracted Services and Other Expenses	\$ 11,638		
6000 Capital Outlay			
Other Charges (e.g.: Indirect Costs)	\$ 70,189		
TOTALS	\$ 259,889		

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. Classified Manager	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2. Faculty	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3. Classified Staff	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

PARTNERSHIPS (if applicable)

FDP Cost Reimbursement Research Subaward Agreement

Federal Awarding Agency: National Science Foundation (NSF)

Pass-Through Entity (PTE):

Subrecipient:

South Orange County Community College District dba Saddleback College

PTE PI:

Sub PI:

PTE Federal Award No: DUE-1928554

Subaward No: 2019-3791

Project Title: Improving the Transition of Community College Students into University STEM Programs Through Cross-Enrollment

Subaward Period of Performance (Budget Period):

Start: 10/01/2019 End: 09/30/2020

Amount Funded This Action (USD): \$ 27,869.00

Estimated Project Period (if incrementally funded):

Start: 10/01/2019 End: 09/30/2024

Incrementally Estimated Total (USD): \$ 259,889.00

Terms and Conditions

1. PTE hereby awards a cost reimbursable subaward, as described above, to Subrecipient. The Statement of Work and budget for this Subaward are as shown in Attachment 5. In its performance of Subaward work, Subrecipient shall be an independent entity and not an employee or agent of PTE.
2. Subrecipient shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the PTE agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Subrecipient's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification, as required in 2 CFR 200.415 (a). Invoices that do not reference PTE Subaward number shall be returned to Subrecipient. Invoices and questions concerning invoice receipt or payments shall be directed to the party's Financial Contact, shown in Attachment 3A.
3. A final statement of cumulative costs incurred, including cost sharing, marked "FINAL" must be submitted to PTE's Financial Contact, as shown in Attachment 3A, not later than 60 days after the Project Period end date. The final statement of costs shall constitute Subrecipient's final financial report.
4. All payments shall be considered provisional and are subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Subrecipient.
5. Matters concerning the technical performance of this Subaward shall be directed to the appropriate party's Principal Investigator as shown in Attachments 3A and 3B. Technical reports are required as shown in Attachment 4.
6. Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward, and any changes requiring prior approval, shall be directed to each party's Administrative Contact, as shown in Attachments 3A and 3B. Any such change made to this Subaward requires the written approval of each party's Authorized Official, as shown in Attachments 3A and 3B.
7. The PTE may issue non-substantive changes to the Period of Performance and budget Unilaterally. Unilateral modification shall be considered valid 14 days after receipt unless otherwise indicated by Subrecipient when sent to Subrecipient's Administrative Contact, as shown in Attachment 3B.
8. Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.
9. Either party may terminate this Subaward with 30 days written notice to the appropriate party's Administrative Contact, as shown in Attachments 3A and 3B. PTE shall pay Subrecipient for termination costs as allowable under Uniform Guidance, 2 CFR 200, or 45 CFR Part 75 Appendix IX, as applicable.
10. By signing this Subaward, including the attachments hereto which are hereby incorporated by reference, Subrecipient certifies that it will perform the Statement of Work in accordance with the terms and conditions of this Subaward and the applicable terms of the Federal Award, including the appropriate Research Terms and Conditions ("RTCs") of the Federal Awarding Agency, as referenced in Attachment 2. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.

By an Authorized Official of Pass-through Entity:

Name: Nina Crow

Date

Title: Subcontract Officer

By an Authorized Official of Subrecipient:

Name: Ann-Marie Gabel

Date

Title: Vice Chancellor Business Services

Attachment 1
Certifications and Assurances

Subaward Number:

2019-3791

Certification Regarding Lobbying (2 CFR 200.450)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement in accordance with 2 CFR 200.450.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to the PTE.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension, and Other Responsibility Matters (2 CFR 200.213 and 2 CFR 180)

By signing this Subaward, the Subrecipient Authorized Official certifies, to the best of his/her knowledge and belief that neither the Subrecipient nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency, in accordance with 2 CFR 200.213 and 2 CFR 180.

Audit and Access to Records

Per 2 CFR 200.501- 200.521, Subrecipient certifies that it will provide notice of any adverse findings which impact this Subaward and will provide access to records as required by parts 2 CFR 200.336, 200.337, and 200.201 as applicable. If Subrecipient is not subject to the Single Audit Act, then Subrecipient will provide notice of the completion of any required audits and provide access to such audits upon request.

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Subrecipient is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a subcontractor or subgrantee.

The Subrecipient shall require that the language of the certifications above in this Attachment 1 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Subaward for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
Federal Award Terms and Conditions

Subaward Number

2019-3791

Required Data Elements

The data elements required by Uniform
Guidance are incorporated in the attached Federal Award.

Federal Award Issue Date FAIN CFDA No.

07/03/09

1928554

47.076

CFDA Title

Education and Human Resources

Key Personnel Per NOA

Baker/Sato/Giblin/Fagioli/Klein

This Subaward Is:

Research & Development



Subject to FFATA

General Terms and Conditions

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this Subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's website:

https://nsf.gov/pubs/policydocs/pappg17_1/index.jsp

2. 2 CFR 200 and 2 CFR 2500.

3. The Federal Awarding Agency's grants policy guidance, including addenda in effect as of the beginning date of the period of performance or as amended found at:

<http://www.nsf.gov/bfa/dias/policy/grants.jsp>

4. Research Terms and Conditions, including any Federal Awarding Agency's Specific Requirements found at:

<https://www.nsf.gov/awards/managing/rtc.jsp>

except for the following :

- a. No-cost extensions require the written approval of the PTE. Any requests for a no-cost extension shall be directed to the Principal Investigator Contact shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested change.
- b. Any payment mechanisms and financial reporting requirements described in the applicable Federal Awarding Agency Terms and Conditions and Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) of this Subaward; and
- c. Any prior approvals are to be sought from the PTE and not the Federal Awarding Agency.
- d. Title to equipment as defined in 2 CFR 200.33 that is purchased or fabricated with research funds or Subrecipient cost sharing funds, as direct costs of the project or program, shall vest in the Subrecipient subject to the conditions specified in 2 CFR 200.313.
- e. Prior approval must be sought for a change in Subrecipient PI or change in Key Personnel (defined as listed on the NOA).
5. Treatment of program income: Additive

This section intentionally left blank

Special Terms and Conditions:**Copyrights:**

Subrecipient Shall Grant to PTE an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Subrecipient grants to PTE the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its Federal Award.

Data Rights:

Subrecipient grants to PTE the right to use data created in the performance of this Subaward solely for the purpose of and only to the extent required to meet PTE's obligations to the Federal Government under its PTE Federal Award.

Data Sharing and Access (Check if applicable):

Subrecipient agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA (or in the special terms below) and the Data Management/Sharing Plan submitted to the Federal Awarding Agency and provided upon request.

Promoting Objectivity in Research (COI):

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:

If applying its own COI policy, by execution of this Subaward, Subrecipient certifies that its policy complies with the requirements of the relevant Federal Awarding Agency as identified herein:

Subrecipient shall report any financial conflict of interest to PTE's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Work Involving Human or Vertebrate Animals (Select Applicable Options)

☒ No Human or Vertebrate Animals

This section left intentionally blank.

Human Subjects Data (Select One)

This section left intentionally blank

Additional Terms

Change in Subrecipient PI requires prior agency approval.

See prime award for restrictions on payments/gifts to participants, compensation for survey respondents and acknowledgement of NSF support.

2019-3791

Attachment 3A
Pass-Through Entity (PTE) Contacts

PTE Information

Entity Name:

Legal Address:

Sponsored Projects Administration - Office of Research
141 Innovation Drive, Suite 250
University of California, Irvine
Irvine, CA 92697-7600

Website:

www.uci.edu

PTE Contacts

Central Email:

subawards@research.uci.edu

Principal Investigator Name:

Email:

rachelbb@uci.edu

Telephone Number:

(949) 824-2859

Administrative Contact Name:

Nina Crow

Email:

nwcrow@uci.edu

Telephone Number:

(949) 824-7107

COI Contact email (if different to above):

coioc@exchange.uci.edu

Financial Contact Name:

Kyoko Shimizu

Email:

kmshimiz@uci.edu

Telephone Number:

(949) 824-7250

Email invoices?

Yes

No

Invoice email (if different):

Authorized Official Name:

Nina Crow

Email:

nwcrow@uci.edu

Telephone Number:

(949) 824-7107

PI Address:

Rachel Baker
2080 Education
University of California, Irvine
Irvine, CA 92697-5500

Administrative Address:

same as legal address

Invoice Address:

Kyoko Shimizu
3221 Education
University of California, Irvine
Irvine, CA 92697-550

2019-3791

Attachment 3B**Subrecipient Contacts****Subrecipient Information for [FFATA](#) reporting**

Entity's DUNS Name: South Orange County Community College District DBA Saddleback College

EIN No.: 95-2479872 Institution Type: Public/State Controlled Inst. of Higher Ed.

DUNS: 799534115 Currently registered in SAM.gov: Yes No

Exempt from reporting executive compensation: Yes No (if no, complete 3Bpg2)

Parent DUNS: This section for U.S. Entities: Zip Code [Look-up](#)

Place of Performance Address Congressional District: CA-045 Zip Code+4: 926923635

28000 Marguerite Parkway
Mission Viejo, CA 92692**Subrecipient Contacts**

Central Email: scgrants@saddleback.edu

Website: www.saddleback.edu

Principal Investigator Name:

Email: jklein26@saddleback.edu

Telephone Number: 949-582-4565

Administrative Contact Name: Emmanuel Smith

Email: esmith94@saddleback.edu

Telephone Number: 949-348-6242

Financial Contact Name: Roxanne Metz

Email: rmetz@saddleback.edu

Telephone Number: 949-582-4824

Invoice/Payment Email: scgrants@saddleback.edu

Authorized Official Name: Ann-Marie Gabel, Vice Chancellor Business Services

Email: agabel@socccd.edu

Telephone Number: 949-582-4663

Legal Address:28000 Marguerite Parkway
Mission Viejo, CA 92692**Administrative Address:**Administration and Governance Building (AGB)
Attn: Grants and Contracts Office
28000 Marguerite Parkway
Mission Viejo, CA 92692**Payment Address:**Administration and Governance Building (AGB)
Attn: Grants and Contracts Office
28000 Marguerite Parkway
Mission Viejo, CA 92692

Attachment 3B-2
Highest Compensated Officers

Subrecipient:

Institution Name: South Orange County Community College District dba Saddleback College

PI Name:

Highest Compensated Officers

The names and total compensation of the five most highly compensated officers of the entity(ies) must be listed if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards; and \$25,000,000 or more in annual gross revenues from Federal awards; and the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. See FFATA § 2(b)(1) Internal Revenue Code of 1986.

Officer 1 Name:

Officer 1 Compensation:

Officer 2 Name:

Officer 2 Compensation:

Officer 3 Name:

Officer 3 Compensation:

Officer 4 Name:

Officer 4 Compensation:

Officer 5 Name:

Officer 5 Compensation:

Attachment 4
Reporting and Prior Approval Terms

Subaward Number:

2019-3791

Subrecipient agrees to submit the following reports (PTE contacts are identified in Attachment 3A):

Technical Reports:

- ☐ Monthly technical/progress reports will be submitted to the PTE's within days of the end of the month.
- ☐ Quarterly technical/progress reports will be submitted within 30 days after the end of each project quarter to the PTE's .
- ☒ Annual technical / progress reports will be submitted within days prior to the end of each budget period to the PTE's . Such report shall also include a detailed budget for the next Budget Period, updated other support for key personnel, certification of appropriate education in the conduct of human subject research of any new key personnel, and annual IRB or IACUC approval, if applicable.
- ☒ A Final technical/progress report will be submitted to the PTE's within days of the end of the Project Period or after termination of this award, whichever comes first.
- ☐ Technical/progress reports on the project as may be required by PTE's in order for the PTE to satisfy its reporting obligations to the Federal Awarding Agency.

Prior Approvals:

Carryover:

Carryover is automatic

Other Reports:

- ☐ In accordance with 37 CFR 401.14, Subrecipient agrees to notify PTE's days after Subrecipient's inventor discloses invention(s) in writing to Subrecipient's personnel responsible for patent matters. The Subrecipient will submit a final invention report using Federal Awarding Agency specific forms to the PTE's within 60 days of the end of the Project Period to be included as part of the PTE's final invention report to the Federal Awarding Agency.
- A negative report is required:
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

Other Special Reporting Requirements:

Subaward Number:

2019-3791

Attachment 5
Statement of Work, Cost Sharing, Indirects & Budget

Statement of Work

Below Attached, 1 pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

Budget Information

Indirect Information	Indirect Cost Rate (IDC) Applied	37 %	Cost Sharing	No
Rate Type:	Modified Total Direct Costs		If Yes, include Amount: \$	

Budget Details

Below Attached, 3 pages

Budget Totals

Direct Costs	\$	189,700.00
Indirect Costs	\$	70,189.00
Total Costs	\$	259,889.00

All amounts are in United States Dollars

Promoting Cross-Enrollment to Bridge the 2- to 4-Year Gap for Underrepresented Students

**Scope of Work
Saddleback College**

September 1, 2019 – August 31, 2024

Jennifer Klein, Director of Research, Planning, and Accreditation at Saddleback College (SC), will oversee administration of the student and administrator focus groups, interviews, and surveys at SC in Phase 1 of the study. Starting in September, 2019, she will oversee the implementation of the pilot intervention at SC, and in September, 2020, she will oversee the implementation of the main intervention at SC. In conducting each of these duties, Dr. Klein will coordinate the necessary staff and administrators at SC. Additionally, in her role as Director of Research at SC, Dr. Klein will coordinate the collection of all necessary data and will oversee the transfer of data to the main project server. Dr. Klein will also collaborate with the investigators at IVC, UCI, and OCC to determine the effects of the intervention on student behavior.

NSF/UCI - Promoting Cross-Enrollment to Bridge the 2- to 4- Year Gap for Underrepresented Students - Saddleback College Budget

	2019-20 Year 1	2020-21 Year 2	2021-22 Year 3	2022-23 Year 4	2023-24 Year 5	Total Request	Notes
A. Senior Personnel							
Jennifer Klein Co-PI	3,030	3,120	3,213	3,309	3,408	16,080	2.5% of Director of Planning, Research & Accreditation (0.3 Person-months, Calendar)
sub-total	3,030	3,120	3,213	3,309	3,408	16,080	
B. Other Personnel							
Research Analyst	11,713	12,066	12,427	12,800		49,006	approximately 11.7% of a position 138 step 7 with 3% increase each year (1.4 person-months, calendar)
Project Coordinator (TBD)		20,166	20,771	21,394		62,331	25% of a position 134 step 4 (3 person-months, calendar)
Faculty focus group participation	-					-	approximately 36 hours of faculty time at \$42/hour
sub-total	11,713	32,232	33,198	34,194		111,337	
C. Fringe Benefits							
Co-PI	1,360	1,400	1,442	1,485	1,527	7,214	
Research Analyst	982	1,012	1,048	1,079		4,121	Benefits without health & welfare or retirement
Project Coordinator (TBD)		11,904	12,261	12,629		36,794	Benefits including health & welfare and retirement at 25%
Faculty	-					-	
sub-total	2,342	14,316	14,751	15,193	1,527	48,129	
D. Equipment							
sub-total							
E. Travel							
Conference Registration	400	412	424	437	450	2,123	
Airfare	500	515	530	546	562	2,653	
Hotel (Per Diem Rate)	750	773	796	820	845	3,984	
Rental Car	150	155	160	165	170	800	
Meals	240	247	254	262	270	1,273	
Mileage	56	111	111	111	56	445	
Parking	45	90	90	90	45	360	
sub-total	2,141	2,303	2,365	2,431	2,398	11,638	
F. Participant Support Costs							
sub-total							
G. Other Direct Costs							
Materials & Supplies	516	350	350	350	350	1,916	
Meeting Support for Focus Groups	600	-	-	-	-	600	
sub-total	1,116	350	350	350	350	2,516	
H. Total Direct Costs (A-G)	20,342	52,321	53,877	55,477	7,683	189,700	
I. Total Indirect Costs	7,527	19,359	19,934	20,526	2,843	70,189	
J. Total Direct & Indirect (H+I)	27,869	71,680	73,811	76,003	10,526	259,889	
K. Residual Funds							
L. Amount of Request (J)	27,869	71,680	73,811	76,003	10,526	259,889	
M. Cost Sharing							

Budget Justification Saddleback College

Senior Personnel

Dr. Jennifer Klein, Director of Research, Planning and Accreditation and Principal Investigator of the subaward, will oversee project activities at Saddleback College and will maintain communication with UCI. Dr. Klein will oversee the administration of student and administrator focus groups, interviews, and surveys as well as the implementation of the main interventions at Saddleback College. She also will coordinate data collection and transfer to UCI and will provide project findings and reports to UCI for dissemination. Dr. Klein will commit 0.3 calendar person-months to the project annually. Institutional base salary effective July 1, 2019 is expected to be \$121,200. Salary is projected to increase 3% for COLA annually.

Other Personnel

Truong Tran, a Research and Planning Analyst in the Saddleback College Office of Student Services, will serve as the project's Research Analyst. Tran will manage project data collection and analysis during years 1-4, committing roughly 1.4 calendar person-months (11.7% effort) in each of those years, and will be responsible for mediating focus groups, administering surveys and coordinating with partner community colleges and UCI to analyze data. Institutional base salary effective July 1, 2019 is expected to be \$100,260, and salary will be charged as overtime. Salary is projected to increase 3% for COLA annually.

A to-be-named Program Coordinator will manage the implementation of the project at Saddleback College during Years 2-4. This position will commit 3.0 calendar person-months (25% effort) in each of those years and will be responsible for developing materials that align with the proposed intervention strategies, assist in promoting cross enrollment through workshops and outreach efforts and assist with implementing any potential cross-enrollment process or procedure changes. Institutional base salary effective July 1, 2020 is expected to be \$80,664. Salary is projected to increase 3% for COLA annually.

Fringe Benefits

Subaward PI Jennifer Klein's fringe benefits are calculated as approximately 44.8% of salary for Academic Administrator. The Program Coordinator's benefits are calculated using the rate of approximately 59% of salary for classified staff. Fringe benefits include PERS retirement, OASDI, Medicare, Unemployment, Worker's compensation and Health and Welfare.

The Research Analyst's benefits are calculated at roughly 8.4% of salary for classified staff overtime pay. Fringe benefits includes OASDI, Medicare, Unemployment and Worker's compensation only.

Travel

We budget local travel costs to attend 3 project meetings annually at UCI. These costs include mileage reimbursement and parking permits on the UCI campus.

- Year 1: 3 trips (Sub PI), 32 miles roundtrip (96 total miles) @ 58 cents / mile = \$55.68 + 3 campus parking permits @ \$15 = \$45; total costs \$100.68
- Year 2: 6 trips (Sub PI and Program Coordinator), 32 miles roundtrip (192 total miles) @ 58 cents / mile = \$111.36 + 6 campus parking permits @ \$15 = \$90; total costs \$201.36
- Year 3: 6 trips (Sub PI and Program Coordinator), 32 miles roundtrip (192 total miles) @ 58 cents / mile = \$111.36 + 6 campus parking permits @ \$15 = \$90; total costs \$201.36
- Year 4: 6 trips (Sub PI and Program Coordinator), 32 miles roundtrip (192 total miles) @

58 cents / mile = \$111.36 + 6 campus parking permits @ \$15 = \$90; total costs \$201.36

- Year 5: 3 trips (Sub PI), 32 miles roundtrip (96 total miles) @ 58 cents / mile = \$55.68 + 3 campus parking permits @ \$15 = \$45; total costs \$100.68

We request funding for travel to domestic academic conferences to disseminate information about the project and our findings. We budget one 4-day/3-night trip annually. Potential conferences include the National Institute for the Study of Transfer Students, the Council for the Study of Community Colleges, and the Strengthening Student Success Conference. Estimated cost in Year 1 (\$2,040) includes airfare (\$500), lodging (\$750), ground transportation (\$150), meals and incidentals (\$240 — 4 days at \$60/day), and conference registration fees (\$400). Costs are escalated 3% annually.

Materials and Supplies

Funds are requested for research supplies needed to support data collection with the focus groups. In Year 1, \$516 is requested to cover costs for informational materials to promote focus groups to students across campus, directional signage, consent forms, a digital audio recording device to record focus group sessions, and other supplies. \$350 is requested in each of Years 2-5 for other research supplies needed for project work and coordination with the other sites.

Other

In Year 1, funds are requested for focus group support. \$600 will be used to provide lunch to students and faculty who participate in focus groups (\$13.33/person x 9 people/focus group x 5 focus groups).

Indirect Costs

Indirect costs are calculated at the federally negotiated indirect cost rate of 37% Modified Total Direct Cost in accordance with South Orange County Community College District's agreement with DHHS, renewed on 07/01/2017.

- Year 1 = \$7,527
- Year 2 = \$19,359
- Year 3 = \$19,934
- Year 4 = \$20,526
- Year 5 = \$2,843
- TOTAL = \$70,189

Attachment 6

Notice of Award (NOA) and any additional documents

EXHIBIT B
Page 14 of 19

The following pages include the NOA and if applicable any additional documentation referenced throughout this Subaward.

Not incorporating the NOA or any additional documentation to this Subaward.

From: jgosey@nsf.gov
To: [OR - ORA Awards Mailbox](#)
Cc: dgaawd@nsf.gov; swytchmo@nsf.gov; twashing@nsf.gov
Subject: Award Id : 1928554, PI: Baker
Date: Wednesday, July 3, 2019 4:00:42 AM

AWARD NOTICE

Award Date: July 3, 2019
Award No. (FAIN): 1928554
Proposal No.: 1928554
Managing Division Abbreviation: DUE

Ms. Nancy Lewis
Director of Sponsored Projects
University of California, Irvine
141 Innovation Drive, Ste 250
Irvine, CA 92617-3213
DUNS ID: 046705849

Dear Ms. Lewis:

The National Science Foundation hereby awards a grant of \$2,500,000 to University of California, Irvine for support of the project described in the proposal referenced above as modified by e-mail dated June 15, 2019. This award is expected to total \$2,500,000.

This project, entitled "Improving the Transition of Community College Students into University STEM Programs Through Cross-Enrollment," is under the direction of Rachel Baker, Brian Sato, Tara Giblin, Loris Fagioli, Jennifer T. Klein.

This award starts October 1 , 2019 and ends September 30, 2024.

This grant is awarded pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 U.S.C. 1861-75) and is subject to Research Terms and Conditions (RTCs) dated March 14, 2017, and NSF Agency Specific Requirements, dated February 25, 2019, available at:
<https://www.nsf.gov/awards/managing/rte.jsp>.

This institution is a signatory to the Federal Demonstration Partnership (FDP) Phase VI Agreement which requires active institutional participation in new or ongoing FDP demonstrations and pilots. and the following terms and conditions:

This award is subject to the Federal Funding Accountability and Transparency Act (FFATA) award term entitled, Reporting Subawards and Executive Compensation, which has been incorporated into the NSF Terms and Conditions referenced above.

If the awardee has any questions related to the pre-populated data associated with this award in the FFATA Subaward Reporting System, such questions should be submitted to: FFATAREporting@nsf.gov or by phone to: (800) 673-6188.

This award is subject to the provisions of NSF 19-540, Improving Undergraduate STEM Education: Hispanic-Serving Institutions (HSI Program).

One year from the date specified on the determination notice, the Authorized Organizational Representative is required to either:

1. Verify that the project continues to lack immediate plans for the involvement of human subjects, their data, or their specimens; or
2. Provide documentation to the cognizant NSF Program Officer to demonstrate that IRB approval has been obtained.

No work with human subjects, including recruitment, may be conducted under this award until the protocol has either been declared exempt or the protocol has been reviewed and approved by the organization's Institutional Review Board, and certification has been submitted to the cognizant NSF Program Officer.

The Foundation authorizes the awardee to enter into the proposed subaward arrangement and to fund the subaward with award funds up to the amount indicated in the approved budget or NSF-approved post award request. The subaward should contain appropriate provisions consistent with Appendix B of the Research Terms and Conditions (RTC) dated October 1, 2017, or Articles 8.a.4. and 9 of the NSF Grant General Conditions (GC-1) dated February 25, 2019 (as appropriate), as well as any special conditions included in this award.

Incentive payments or gifts to participants must be made in accordance with written institutional policies and procedures and supported by auditable documentation. The allowability of these costs will ultimately be based on the awardee institution's ability to adequately demonstrate that the incentives have been disbursed in accordance with its policies and procedures.

This award includes, within the approved budget, monetary compensation for survey respondents. Such compensation is defined as Subject Payments. Compensation to subjects under this award must be made in accordance with written institutional policies and procedures and supported by auditable documentation. The allowability of these costs will ultimately be based on the awardee institution's ability to adequately demonstrate that Subject Payments have been disbursed in accordance with its policies and procedures.

All materials produced as part of this project, including electronic components such as World Wide Web pages, must include a clear indication of source(s) of support (both NSF and any other contributors.)

The attached budget indicates the amounts, by categories, on which NSF has based its support.

The indirect cost rate(s) for this award is/are :

Item Name	Indirect Cost Rate
-----	-----
MTDC	54.5000%

These rates are at the time of award and are based upon the budget submitted to the NSF. It does not include any out-year adjustments. The NSF will not modify awards simply to correct indirect cost rates cited in the award notice. See the Proposal & Award Policies & Procedures Guide (PAPPG) Chapter X.A.3.a. for guidance on re-budgeting authority.

Please view the project reporting requirements for this award at the following web address
[\[https://reporting.research.gov/fedAwardId/1928554\]](https://reporting.research.gov/fedAwardId/1928554).

The cognizant NSF program official for this grant is Talitha Washington, (703) 292-4640
The cognizant NSF grants official contact is Jannele Gosey, (703) 292-4445.

Sincerely,

Jannele Gosey
Grants and Agreements Officer

CFDA No. 47.076, Education and Human Resources
awards@research.uci.edu

DUE-1928554 000
SUMMARY PROPOSAL BUDGET

Person MOS	cal	acad	sumr	Funds granted By NSF	
A. (5.00) Total Senior personnel	0.00	0.00	7.50		\$103,689
B. Other Personnel					
1. (5.00) Post Doctoral associates	30.00	0.00	0.00		\$146,736
2. (3.00) Other professionals	9.00	0.00	0.00		\$40,949
3. (5.00) Graduate students					\$177,713
4. (0.00) Secretarial-clerical					\$0
5. (2.00) Undergraduate students					\$9,000
6. (0.00) Other					\$0
Total salaries and wages (A+B)					\$478,087
C. Fringe benefits (if charged as direct cost)					\$73,431
Total salaries wages and fringes (A+B+C)					\$551,518
D. Total permanent equipment					\$0
E. Travel					
1. Domestic					\$41,026
2. International					\$0
F. Total participant support costs					\$0
G. Other direct costs					
1. Materials and supplies					\$6,673
2. Publication costs/page charges					\$9,000
3. Consultant services					\$12,500
4. Computer (ADPE) services					\$0
5. Subawards					\$756,434
6. Other					\$517,997
Total other direct costs					\$1,302,604
H. Total direct costs (A through G)					\$1,895,148
I. Total indirect costs					\$604,852
(For information on the rate used, please refer to the award notice)					
J. Total direct and indirect costs (H+I)					\$2,500,000
K. Fee					\$0
L. Amount of this request (J) or (J+K)					\$2,500,000
M. Cost sharing					\$0

ATTACHMENT 7

(INVENTION STATEMENT/EQUIPMENT REPORT)

Subaward No.: _____

Reporting Period: _____

Subrecipient's Principal Investigator: _____

INVENTION STATEMENT

Invention ☐ was ☐ was not conceived or first actually reduced to practice in the performance of work during the subaward reporting period.

EQUIPMENT REPORT

Equipment ☐ was ☐ was not purchased during the subaward reporting period.

If equipment was purchased during the subaward period, please provide the following information:

Description of the equipment item:

Manufacturer, model number, and serial number:

Cost charged to the subaward:

Acquisition date:

Signature of Subrecipient's Principal Investigator

Date

Signature of Subrecipient's Authorized Official

Date

ATTACHMENT 8
SAMPLE INVOICE

Date: _____
Total Award Amount: _____
Voucher Number: _____

Subaward: _____
Remittance Address: _____

Subaward No. _____
Pass-through Entity (PTE) The Regents of the University of California
PTE's Fund Number _____
Period of Claim _____

Remittance Information:

Federal Tax I.D. _____
Accounts Receivable Contact _____
Telephone # _____

<u>Major Cost Elements</u>	<u>Current Period</u>	<u>Cumulative to Date</u>
<u>Salaries and Wages</u>	_____	_____
<u>Supplies and Expenses</u>	_____	_____
<u>Equipment/Facilities</u>	_____	_____
<u>Travel</u>	_____	_____
<u>Employee Benefits</u>	_____	_____
<u>Other</u>	_____	_____
<u>Total Cost</u>	_____	_____
<u>Previously Claimed</u>	_____	_____
<u>Current Claim</u>	_____	_____

Certification: By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and that all expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and condition of the award: I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Subrecipient Official Authorized

Date

PTE Principal Investigator Signature of Approval

Date

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Board Policy Revision: BP-4091 Administrator Retreat Rights, BP-4113 Parental Leave for Management Personnel, BP-4201 Change in Position of Personnel Into or Within Management, BP-4220 Substitute Classified Employees, BP-6125 Field Trips, Excursions, and Field Study Courses, BP-6150 Study Abroad Programs

ACTION: Review and Study

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and comply with current laws and regulations.

STATUS

Six board policies (EXHIBITS A through F) are presented to the Board of Trustees for review and study. The new language to the board policies was reviewed and revised by the Board Policy Subcommittee (as required), the District's Board Policy and Administrative Regulation Advisory Council, and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on November 7, 2019 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies as listed.

BOARD POLICY

4091

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

ADMINISTRATOR RETREAT RIGHTS

The South Orange County Community College District adopts the following administrator retreat rights policy to balance the rights of students, administrators, and faculty in accordance with California Education Code.

This policy does not apply to administrators employed prior to July 1, 1990. Such administrators have already acquired or will be eligible for faculty tenure after two years of satisfactory service, pursuant to provisions of former California Education Code. A tenured faculty member, previously tenured in the District, retains his or her~~their~~ status as a tenured faculty member upon advancement to an administrative assignment within the District. The reassignment of administrators hired after the effective date of California Education Code, to a faculty position shall be affected in accordance with the California Education Code 87458 and this policy. ~~Placement on the Faculty Salary Schedule will be identified at date of administrative hire. All subsequent years of service will accrue for placement on the Faculty Salary Schedule in the event of administrative retreat. Administrators employed after the effective date shall have the right to become probationary, tenure track faculty members as provided by California Education Code, and in accordance with the following conditions:~~

- ~~I. An administrator employed after the effective date without previous faculty tenure in the South Orange County Community College District at the time of employment may be reassigned to a first-year probationary, tenure track, faculty position provided that he or she meets all of the following conditions:~~
 - ~~A. The employee occupies an administrative position that is not part of the classified service. For every administrative position title, the records of the District shall indicate whether or not the position is part of the classified service or part of the academic service, and if part of the academic service whether it is an educational administrative position within the meaning of California Education Code. At the time of employment, the employee shall be certified by the Academic Senate as possessing qualifications in a specified discipline or disciplines similar in experience and education to those expected of a newly employed faculty member.~~
 - ~~B. The employee has satisfactorily served full time in the South Orange County Community College District for a minimum of two (2) years as a tenure track faculty member and/or an administrator.~~
 - ~~C. The administrator is not under contract in a program or project to perform services conducted under contract with public or private agencies, or in other categorically-funded projects of indeterminate duration.~~

- ~~— D. — The employee is reassigned due to the elimination of his/her current position as part of an administrative reorganization; or, as part of a reduction in force among~~
~~— administrators; or, for reasons other than for the causes listed in the California Education Code as determined by the Chancellor, or his or her designee, and approved by the Board of Trustees.~~
- ~~— E. — The District can assign the administrator only to a discipline in which he or she possesses at least the minimum qualifications specified by the Calif. Ed. Code and Title 5, Calif. Code of Regulations.~~
- ~~— F. — Prior to re-assignment:~~
- ~~— 1. — The Academic Senate will be provided the opportunity to present its views to the Board of Trustees before the board makes its final determination, and~~
- ~~— 2. — That the written record of the decision, including the views of the Academic Senate, shall be available for review.~~
- ~~II. — Placement on the Faculty Salary Schedule will be identified at date of administrative hire. All subsequent years of service will accrue for placement on the Faculty Salary Schedule in the event of administrative retreat.~~

References:

California Education Code, Section 87458, 87002, 87732

Adopted: 6-24-91

Revised: 6-30-03

Reviewed by BPARAC & Chancellor on 2-27-12. No recommended change to policy
--

BOARD POLICY

4113

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

PARENTAL LEAVE FOR ~~ADMINISTRATORS AND CLASSIFIED~~ MANAGEMENT PERSONNEL

Administrators and classified management personnel may request parental leave without pay with benefits for a period of up to six (6) months within one year of the birth or placement for adoption or foster care of a child. This leave shall run concurrently with any entitlement under the Family Medical Leave Act and the California Family Rights Act. Longer leaves or leave extensions may be granted by the ~~board~~Board. This leave shall be for the exclusive purpose of child care or child rearing of a natural or adoptive child of the employee, and shall not be available for pregnancy related disabilities, or for gainful employment. The decision to grant a parental leave in excess of statutory entitlement, and the length of the leave, if granted, shall be at the sole discretion of the Board of Trustees.

The employee shall, prior to submitting the written leave request for parental leave in excess of statutory entitlement, obtain the written approval of the immediate supervisor. In approving or denying the requested leave, the supervisor shall consider the proposed dates of the leave, and the length of the leave in light of the responsibilities of the employee's position. A written request approved by the supervisor shall be filed by the employee with the Office of Human Resources specifying the beginning and ending dates requested and the length of leave requested. The written request will be submitted no later than ten (10) working days prior to the requested commencement of the leave. Depending upon the individual circumstances of the employee's need for the parental leave, the Board of Trustees may shorten or waive the advance notice requirement.

Return rights of employees taking parental leave pursuant to state or federal family leave law shall be as set forth in those laws and Board Policy ~~4117~~.

For parental leaves of less than six months but in excess of any statutory entitlement, the employee shall be entitled to return to the same classification, but not necessarily to the same position as the employee served in, immediately prior to the leave, unless the position or classification has been discontinued and the employee has been served notice under the layoff provisions of the California Education Code.

Employees who do not return at the end of the authorized leave are required to reimburse the District for health and welfare benefits from the time of their leave and are subject to disciplinary action which may include dismissal.

Pregnancy related disabilities shall be treated as any other disability for purposes of sick leave.

Reference:

*California Family Rights Act**Family Medical Leave Act*

Adopted: 7-02-69

Revised: 4-26-99

Revised: 9-26-69

Revised: 1-31-05

Revised: 7-10-73

Revised: 4-28-08

Revised: 4-24-89

Revised: 5-20-13

BOARD POLICY

4201.2

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

CHANGE IN POSITION OF ~~PERSONNEL CLASSIFIED INTO OR WITHIN~~ MANAGEMENT ~~PERSONNEL~~

Whenever a change in position is granted to a ~~classified~~-management employee and the grade remains the same, the new salary placement will be at the same step on the salary schedule as the employee was on in the former position.

Any regular employee who is promoted to a position in a grade that has a higher salary range shall be moved to the step in the new grade ~~which enables the employee to receive a salary increase closest to a salary increase of five and one-half (5.5) percent.~~of at least five and a half (5.5) percent.

Adopted: 9-29-69

Revised: 6-05-72

Revised: 4-10-89

Technical Update: 4-26-99

Revised: 10-24-11

BOARD POLICY

4220

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

SUBSTITUTE CLASSIFIED EMPLOYEES

A substitute classified employee is a person employed to replace any classified employee who is temporarily absent from duty, or for a permanent, vacant position per CSEA contract. Persons employed as substitutes are not members of the Classified ~~Service~~Bargaining Unit.

The substitute pay rate is computed at Step 1 of the hourly rate of the classification the substitute is assigned. Exceptions may be made based on previous experience within the District in the same or similar position upon the review and request of the administration in consultation with the Office of Human Resources.

References:

California Education Code, Section 88003

Adopted:	03-15-93	Revised:	05-26-09
Technical	04-26-99	Revised:	07-22-13
Update:			

Page 1 of 1

BOARD POLICY

6125

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

INSTRUCTION

~~STUDENT TRAVEL: FIELD TRIPS, AND EXCURSIONS, AND FIELD STUDY COURSES~~

~~Pursuant to Title 5, Calif. Code of Regulations, Sections 55220, 55451, and 58166, t~~The Chancellor shall establish ~~procedures that regulate~~regulations regarding the use of District funds and resources for student travel and attendance at conferences and other activities which are in connection with courses of instruction or ~~school~~instructionally-related social, educational, cultural, athletic, or college music activities.

~~Student travel is defined to include all course related travel and all travel related to District approved social, educational, cultural, athletic, or college musical activities, and/or performances. Transportation for field trips, excursions, and field study courses may be provided by use of District owned or rented vehicles or by contracting with a chartered transportation provider. All participants driving District owned or rented vehicles during field trips, excursions, and field study courses must adhere to Board Policy and Administrative Regulation 3207 - District Driver and Vehicle Use Policy. Unless the District provides transportation, classes convening at alternative locations, including but not limited to, clinicals, internships, and service learning are not considered student travel. The District assumes no liability for travel related to such courses.~~

All participants must satisfactorily complete all requisite activities and conditions associated with student travel, including, but not limited to, course prerequisites, conditions of participation, orientation, and completion of required forms.

~~All participants must satisfactorily complete all requisite activities and conditions associated with student travel, including, but not limited to, course prerequisites, conditions of participation, orientation, and completion of required forms.~~

All ~~persons~~ persons with the exception of District employees participating in student travelfield trips, excursions, or field study courses shall be deemed to have waived all claims against the District or the state of California for injury, accident, illness, or death occurring during or by reason of the field trip or excursion and, including study abroad activities (see BP-6150), and all parents and/or guardians of minor students participating in student travel shall have executed the District's Voluntary Field Trip/Excursion Waiver Form and Medical Authorization Agreement prior to engaging in such travel~~have executed the District's waiver of liability form.~~

The District may pay for expenses of students participating in a field trip, ~~or~~ excursions, or field study course with auxiliary, grant or categorical program funds if the funds are used consistently with the funding source. The expense of instructors, chaperons, and other personnel traveling with students may also be paid from District funds.

Students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus.

Adopted:	05-23-77	Revised	02-28-94	Revised	06-24-08	Page 1 of 2
Revised:	03-27-78	Revised	04-26-99			
Revised	06-26-89	Revised	09-26-05			

Reference:

California Code of Regulations, Title 5 Section 55220

California Government Code Section 11139.8

Adopted:	05-23-77	Revised	02-28-94	Revised	06-24-08	Page 2 of 2
Revised:	03-27-78	Revised	04-26-99			
Revised	06-26-89	Revised	09-26-05			

BOARD POLICY

6150

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

INSTRUCTION

STUDY ABROAD PROGRAMS

~~Because study abroad opportunities for students are important to the growing international society of cultures, languages, politics, business, and economics, the South Orange County Community College District recognizes and supports the movement of students across community, cultural, geographic, and national boundaries. The Chancellor shall establish administrative regulations for this policy.~~

~~Study abroad programs will be encouraged within the parameters contained in AR 6150, Study Abroad Programs.~~

The South Orange County Community College District permits study abroad programs in connection with courses of instruction for students enrolled in either Saddleback College or Irvine Valley College to enrich their academic training, perspectives, and personal development within the following parameters:

- I. Students participating in a study abroad program shall be supervised by academic employees of the District.
- II. While engaged in all study abroad travel and activities, students, faculty, and staff shall at all times adhere to the standards of conduct, which are applicable to conduct on campus.
- III. Transportation and all other associated travel arrangements for a study abroad program may be obtained by contracting with a third party travel services provider. The District shall secure liability insurance from a carrier licensed to transact insurance business in the foreign country.

The Chancellor shall establish regulations for the use of District funds and resources for students enrolled in a college course of instruction that conducts field trips or excursions to and from a foreign country.

References:

California Education Code Section 66015.7

Title 5, California Code of Regulations Sections ~~55450, 55451, 58166~~ 55220

Adopted:	11-11-86	Revised:	04-26-99
Revised:	06-26-89	Revised:	09-26-11
Revised:	06-11-90		

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Board Policy Revision: BP-3110 Basic Aid Funds Allocation Process, BP-4000.6 Complaints- Harassment and Discrimination, BP-4500 Unlawful Harassment and Discrimination Prevention and Complaints, BP-6130 Textbook Adoption

ACTION: Approval

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and comply with current laws and regulations.

STATUS

Four board policies (EXHIBITS A through D) are presented to the Board of Trustees for approval. The new language to the board policies was reviewed and revised by the Board Policy Subcommittee (as required), the District's Board Policy and Administrative Regulation Advisory Council, and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on September 12, 2019 for review and recommendation to the Chancellor. EXHIBITS A through D were brought to the Board of Trustees on October 28, 2019 for review and study. Additional changes recommended by the Board of Trustees from the October 28, 2019 meeting have been highlighted.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the board policies as listed.

BOARD POLICY

3110

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

BUSINESS

BASIC AID FUNDS ALLOCATION PROCESS

Basic aid refers to local property tax receipts that exceed general purpose revenue entitlement derived from the State of California ~~SB 361 (or successor funding bill) calculation~~ funding formula. The process for identification and prioritization of basic aid allocations will follow this policy and is recognized to be an annual and dynamic process. Allocation of basic aid funds will be made based on ~~district~~ District and college planning documents and supporting data. ~~The Board will determine both the timing of allocation approval and how much of the annual collections will be allocated each year.~~ A reasonable amount of basic aid funds, no less than 20 percent, will not be allocated ~~until the end of the fiscal year when total annual receipts are certain,~~ to ensure the availability of resources for potential unexpected needs of a significant nature.

In accordance with the vision, mission, strategic directions and planning documents of the District and colleges, the Board of Trustees will allocate basic aid funds for the following purposes:

1. Capital construction, ~~major facilities~~ renovation, ~~large~~ infrastructure projects, scheduled maintenance, and site development. These projects will follow ~~district~~ District and college strategic plans, ~~Education and Facilities Master Plans~~, 20-year Facility, ~~Renovation and Scheduled Maintenance Condition Assessment~~ Plan and Five Year Construction Plan;
2. Retirees benefit trust fund, pension stabilization trust fund, and other long-term obligations;
3. Trustee elections, legislative advocacy, major legal fees and judgments; and;
4. Major technology initiatives as identified in the District and ~~C~~college ~~T~~technology ~~P~~plans.
5. ~~Fifty percent matching funds for scheduled maintenance and smaller renovation projects, including maintenance equipment, as identified in the 20-year Facility, Renovation and Scheduled Maintenance Plan. The other fifty percent will be funded by the site requesting the funds, whether district office or college, in receipt of the allocation.~~ Allocations must be used within five years on the specific project for which funding was allocated. The allocations identified in item 1 and 4 above will be based on the distribution ratios used in the funding model established in the District Resource Allocation Council (DRAC) ~~process~~. If the DRAC ratio cannot be maintained between the colleges in a single year, future allocations will be adjusted to restore the ratio over a five-year period, if needed.

Annually the Board of Trustees shall **determine and** approve the Basic Aid allocations.

The Chancellor shall establish ~~Administrative~~ administrative Regulations ~~regulations~~ regulating ~~pertaining to~~ the distribution and use of basic aid funds.

BOARD POLICY

4000.6

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

COMPLAINTS—HARASSMENT AND DISCRIMINATION

Delete BP-4000.6 – Language moved to updated BP-4500

~~The Board of Trustees of the South Orange County Community College District is committed to providing an environment for work and learning that is free of discrimination and harassment. In keeping with this commitment, the District maintains a strict policy prohibiting unlawful discrimination, including harassment. This policy applies to employees, including management and non-management employees, to applicants for employment, and to students. It prohibits discrimination, including harassment on a basis prohibited by state and federal regulations for community colleges on nondiscrimination, including race, religion, creed, color, national origin, ancestry, physical or mental disability, marital status, gender, sexual orientation, or age.~~

~~Discrimination includes denial of the benefits of employment or of a community college activity or program on a basis prohibited by law. Harassment includes, but is not limited to unwanted sexual advances and requests for sexual favors where: (1) submission to such conduct is made an explicit or implicit term or condition of employment, academic status, or process; (2) submission to or rejection of such conduct by an individual is used as the basis for employment or academic decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work or academic performance or creating an intimidating, hostile, or offensive working or learning environment. Employees or students who violate this policy are subject to disciplinary action.~~

~~Formal complaints under this policy shall be investigated according to the guidelines set forth in Title 5, Calif. Code of Regulations, Section 59300, et seq., and the District's "Sexual Harassment Policy and Complaint Procedure," which is on file in the office of the Chancellor and/or designee and in the offices of the College Presidents and/or designees.~~

References:

~~Government Code, Sections 11135-11139.5;
Title 5, Calif. Code of Regulations, Section 59300 et seq.;
Title IX of the Education Amendments of 1972, as amended;
Title VI and Title VII of the Civil Rights Act of 1964, as amended;
Executive Order 11246, as amended;
Rehabilitation Act of 1973, Sections 503 and 504;
Age Discrimination in Employment Act of 1967, as amended;
Age Discrimination Act of 1975;
Americans with Disabilities Act of 1990 and
California Labor Code, Section 1102.1. Education Code Section 66250 et. Seq.~~

Revised: 8-24-82
Revised: 4-10-89
Revised: 6-15-98

Revised: 4-26-99
Revised: 1-20-04
Revised: 5-23-11

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

~~4000.54500~~

HUMAN RESOURCES

UNLAWFUL HARASSMENT AND DISCRIMINATION PREVENTION AND COMPLAINTS

The District is committed to providing an academic and work environment that respects the dignity of individuals and groups. The District shall be free of sexual harassment and all forms of sexual intimidation and exploitation, including acts of sexual violence and discrimination. It shall also be free of other unlawful discrimination and harassment, including that which is based on any legally protected characteristic including but not limited to: race, color, religious creed, ancestry, national origin, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, ~~or~~ sexual orientation of any person, or military and veteran status, the perception that a person has one or more of the foregoing characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics.

The District seeks to foster an environment in which all employees, ~~and~~ students, unpaid interns, and volunteers feel free to report incidents of harassment without fear of retaliation or reprisal. Therefore, the District also strictly prohibits retaliation against any individual for filing a complaint of harassment or for participating in a harassment investigation. Such conduct is illegal and constitutes a violation of this policy. If the District determines that retaliation has occurred, it will take all reasonable steps within its power to ~~stop~~ investigate such conduct. Individuals who engage in retaliatory conduct are subject to disciplinary action, up to and including termination or expulsion pursuant to California Education Code and Title VII.

Any student, ~~or~~ employee, unpaid intern, or volunteer who believes that ~~he or she~~ they ~~has~~ have been harassed or retaliated against in violation of this policy should immediately report such incidents by following the approved procedures described in *Administrative Regulation 4000.54500*. Supervisors are mandated to report all incidents of harassment and retaliation that come to their attention.

This policy applies to all aspects of the academic environment, including but not limited to classroom conditions, grades, academic standing, employment opportunities, scholarships, recommendations, disciplinary actions, and participation in any community college activity, ~~even if the activity is off campus~~. In addition, this policy applies to all terms and conditions of employment, including but not limited to hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, training opportunities, and compensation.

To this end, the Chancellor shall ensure that the institution undertakes education and training activities to counter discrimination and to prevent, minimize and ~~or~~ eliminate any hostile environment that impairs access to equal education opportunity or impacts the terms and conditions of employment.

Adopted:	08-24-82	Revised:	03-30-93	Revised:	09-26-05	Page 1 of 2
Revised:	12-01-86	Revised:	06-15-98	Revised:	04-28-08	
Revised:	04-10-89	Revised:	04-26-99	Revised:	09-25-12	

The Chancellor shall establish ~~regulations~~~~procedures~~ that define harassment on campus. The Chancellor shall further establish ~~regulations~~~~procedures~~ for employees, students, ~~unpaid interns, volunteers,~~ and other members of the campus community that provide for the investigation and resolution of complaints regarding harassment and discrimination, and ~~regulation~~~~procedures~~ for students to resolve complaints of harassment and discrimination. All participants are protected from retaliatory acts by the District, its employees, students, and agents.

The Chancellor shall establish administrative regulations that ensure all members of the college community can present complaints regarding alleged violations of this policy and have their complaints heard in accordance with the Title 5 regulations and those of other agencies that administer state and federal laws regarding nondiscrimination.

This policy and related ~~approved-written regulation~~~~procedures~~ (including the ~~procedure~~~~process~~ for making complaints) shall be widely published and publicized to administrators, faculty, staff, ~~and~~ students, ~~unpaid interns, and volunteers~~ particularly when they are new to the institution. They shall be available for students, ~~and~~ employees, ~~unpaid interns, and volunteers~~ in all administrative offices, ~~and shall be posted on the District's website.~~

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 they are perceived to have one or more of the foregoing characteristics, or because of their association with a person or group with one or more of these actual or perceived characteristics.

Employees ~~and students~~ who violate the policy and ~~regulation~~~~procedures~~ may be subject to disciplinary action up to and including termination. ~~pursuant to California Education Code and Title VII.~~ Students who violate this policy and related regulations may be subject to disciplinary measures up to and including expulsion. Unpaid interns who violate this policy and related regulations may be subject to disciplinary measure up to and including termination from the internship or other unpaid work experience program. Volunteers who violate this policy and related regulations may be removed from current and future volunteer assignments.

Reference:

Education Code Sections 212.5; ~~44100~~; 66252; ~~and~~ 66281.5;

Government Code Sections 12940 and 12950.5;

Title 2 Sections 10500 et seq.;

Title VII of the Civil Rights Act of 1964, 42 U.S.C.A. § 2000e;

Title IX, Education Amendments of 1972; Title 5, Sections 59320 et seq.

BOARD POLICY

6130

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

INSTRUCTION

TEXTBOOK ADOPTION

Textbooks and other instructional materials shall be selected by the instructor of the course- or discipline faculty following the procedures adopted by the respective college's Academic Senates and curriculum committees.

Adopted: 9-29-69
Revised: 6-09-75
Technical Update: 4-26-99

Revised: 01-31-06
Reviewed: 11-16-10
Reviewed: 05.18.15

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: District Initial Proposal to SOCCCD California School Employees Association (CSEA)

ACTION: Review and Study

BACKGROUND

Government Code 3547 requires that all initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation be presented at a public meeting of the Board of Trustees and thereafter be a matter of public record. The District's initial proposal on a mutually agreed reopener pursuant to Article 8 – Wages and Allowances of the South Orange County Community College District California School Employees Association 2018 – 2021 collective bargaining agreement is presented for review.

STATUS

The District has prepared its initial proposal to adjust the compensation package stipulated in the equity clause and presents Exhibit A for the Board's review and study. An opportunity for public comment on this proposal and an item for approval of the District's initial proposal will be on the agenda of the December 2019 Board of Trustees meeting.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the District's initial proposal to the California School Employees Association for review and study, and that an opportunity for public comment on the proposal, and an item for approval of the District's initial proposal, be included on the agenda of the regularly scheduled December Board meeting.

**INITIAL PROPOSAL FROM THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TO THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 586 (CSEA)**

NOVEMBER 18, 2019

The collective bargaining proposal submitted by the South Orange County Community College District to the South Orange County Community College District California School Employees Association Chapter 586 (CSEA) are expressly pursuant to the Educational Employment Relations Act, and in particular Government Code Section 3547, and the parties' collective bargaining agreement. It is the intention of the South Orange County Community College District to bargain in good faith over the proposals submitted by the respective parties. All articles in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**ARTICLE 8
WAGES AND ALLOWANCES**

Pursuant to the automatic reopener in Article 8.6.3. of the CSEA Collective Bargaining Agreement, the Parties mutually agreed to open Article 8 ("Wages and Allowances") if any other employee group received more than CSEA, a condition that has been met. The District expects to negotiate terms related to Wages and Allowances in a manner that allows the District to adopt a prudent, conservative fiscal approach while attracting and retaining qualified personnel. The District also intends to submit proposals that would designate certain positions meeting the statutory requirements as exempt under the Internal Revenue Code and other applicable laws.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: District Initial Proposal to SOCCCD Police Officers Association (POA)

ACTION: Review and Study

BACKGROUND

Government Code 3547 requires that all initial proposals of exclusive representatives and of public school employers which relate to matters within the scope of representation be presented at a public meeting of the Board of Trustees and thereafter be a matter of public record. The District's initial proposal on a mutually agreed reopener pursuant to Article 6 – Pay and Allowances of the South Orange County Community College District Police Officers Association 2018 – 2021 collective bargaining agreement is presented for review.

STATUS

The District has prepared its initial proposal to adjust the compensation package stipulated in the equity clause and presents Exhibit A for the Board's review and study. An opportunity for public comment on this proposal and an item for approval of the District's initial proposal will be on the agenda of the December 2019 Board of Trustees meeting.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the District's initial proposal to the Police Officers Association for review and study, and that an opportunity for public comment on the proposal, and an item for approval of the District's initial proposal, be included on the agenda of the regularly scheduled December Board meeting.

**INITIAL PROPOSAL FROM THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TO THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
POLICE OFFICERS ASSOCIATION (POA)**

NOVEMBER 18, 2019

The collective bargaining proposal submitted by the South Orange County Community College District to the South Orange County Community College District Police Officers Association ("POA") is expressly made pursuant to the Educational Employment Relations Act, and in particular Government Code Section 3547, and the parties' collective bargaining agreement. It is the intention of the South Orange County Community College District to bargain in good faith over the proposals submitted by the respective parties. All articles in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

**ARTICLE 6
PAY AND ALLOWANCES**

Pursuant to the automatic reopener in Article 6.1.2 of the POA Collective Bargaining Agreement, the Parties mutually agreed to open Article 6 ("Pay and Allowances") if any other employee group received more than POA, a condition that has been met. The District expects to negotiate terms related to Pay and Allowances in a manner that allows the District to adopt a prudent, conservative fiscal approach while attracting and retaining qualified personnel.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Academic Employee and Academic/Classified
Administrator/Manager Personnel Actions/Ratifications – Regular
Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

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 Exhibits A, B and C.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC EMPLOYEE AND ACADEMIC/CLASSIFIED ADMINISTRATOR/MANAGER
PERSONNEL ACTIONS/RATIFICATIONS**

A. NEW PERSONNEL APPOINTMENTS

1. **ADMINISTRATIVE/MANAGEMENT EMPLOYMENT** (Ratified – Pursuant to Board Policy 4000)
 - a. VYSKOCIL, CINDY MARIE, ID #023365 is to be employed as Acting President, Pos. #P0016803, Office of the President, Office of the Chancellor, Irvine Valley College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 27, Step 8, effective October 24, 2019. This is a temporary replacement until the permanent position is filled. (Exhibit B)
2. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4000)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Cruz, Caroline	BA/Workforce Development	Cosmetology/SC	1	08/19/19
Hu, Judy	MS/TESL	Adult ESL/SC	2	08/19/19
Lazerson, Jeffrey	BA/Criminal Justice	Real Estate/SC	1	01/13/20
Page, Ana	MA/Human Development	Child Development/SC	2	01/13/20

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Bailey, Cheryl	Coordinator, Technology Advisory Task Force	\$2,910.00	08/12/19-12/18/19
Billingsley, Bill	Keynote Speaker - Honors Event	\$131.49	11/02/19-11/02/19
Carnie, Henry	Curriculum Review Co-Leader	\$2,910.00	08/12/19-12/18/19
Cavazzi, Deidre	Keynote Speaker - Honors Event	\$131.49	11/02/19-11/02/19
Hollenbaugh, Robert	Curriculum Review Co-Leader	\$5,820.00	08/12/19-12/18/19
Swenson, Sarah	Choreography & Master Class	\$2,200.00	08/19/19-12/01/19

General Fund/IVC Month to Date:

\$14,102.98

IVC APPROVED FISCAL YEAR TO DATE:

\$49,863.65

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Baker, Raffaella	Assistant Forensic Coord.	\$2,750.00	08/12/19-12/20/19
Bravo, Adam	Jazz Faculty in Concert & Lecture demos	\$350.00	08/26/19-10/23/19
Hayter, Catherine	OB1C Coordinator	\$1,000.00	08/12/19-12/20/19
Hughes, Luther	Jazz Faculty in Concert & Lecture demos	\$350.00	08/26/19-10/23/19
Johnson, Paul	Jazz Faculty in Concert & Lecture demos	\$350.00	08/26/19-10/23/19
Ochoa, Lucas	Forensic Coord.	\$5,000.00	08/12/19-12/20/19
Pinter, Gerald	Jazz Faculty in Concert & Lecture demos	\$400.00	08/26/19-10/23/19
Radden, Larry	Assistant Forensic Coord.	\$2,750.00	08/12/19-12/20/19
Rosenn, Tristen	Jazz Faculty in Concert & Lecture demos	\$350.00	08/26/19-10/23/19
Smith, Christina	OB1C Coordinator	\$1,000.00	08/12/19-12/20/19
Stout, Ron	Jazz Faculty in Concert & Lecture demos	\$400.00	08/26/19-10/23/19
Zach, Alicia	OB1C Coordinator	\$1,000.00	08/12/19-12/20/19

General Fund/SC Month to Date: \$15,700.00
SC APPROVED FISCAL YEAR TO DATE: \$109,687.31

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Chan, Carlo	Math 8 + Math 387 Lead	\$1,416.00	05/28/19-08/11/19
Chan, Carlo	Math 8 + Math 387 Lead	\$1,455.00	08/19/19-12/18/19
Chien, Gwendoline	Math 10 + 317 Coreq Meeting	\$98.61	08/30/19-08/30/19
Chien, Gwendoline	Math 10 + 317 Coreq Meeting	\$42.65	04/18/19-04/18/19
Chien, Gwendoline	Math 10 + 317 Coreq Meeting	\$127.95	07/19/19-07/19/19
Erbas White, Ilknur	Math 10 + Math 317 Lead	\$1,416.00	05/28/19-08/11/19
Erbas White, Ilknur	Math 10 + Math 317 Lead	\$1,455.00	08/19/19-12/18/19
Morrow, Stacy	Math 10 + 317 Coreq Meeting	\$98.61	08/30/19-08/30/19
Morrow, Stacy	Math 10 + 317 Coreq Meeting	\$191.93	07/19/19-08/02/19
Pham, Lan	Math 10 + Math 317 Lead	\$1,455.00	08/19/19-12/18/19
Pham, Lan	Math 10 + Math 317 Lead	\$1,416.00	05/28/19-08/11/19

Non-General Fund/IVC Month to Date: \$9,172.75
IVC APPROVED FISCAL YEAR TO DATE: \$73,457.05

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Alexander, Ariel	OEI POCR Reviewer	\$3,000.00	08/19/19-11/01/19
Allah, Nancy	AHE Peer Academy Workshops	\$525.96	09/20/19-11/15/19
Barnett, Jeff	SWP Local / CTE STEM	\$2,000.00	09/01/19-11/18/19
Bennett, Michael Patrick	Coord, KNEA Program	\$7,275.78	08/12/19-12/20/19
Black, Patricia	OEI POCR, HIT 112	\$1,800.00	09/06/19-12/01/19
Boustani, Ladi	AHE Peer Academy	\$525.96	09/20/19-11/15/19
Bowman, Donald	GAAP Project	\$1,732.00	10/01/19-12/06/19
Boyd, Melody	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Brown, Daniel	ZTC Conversion, Comm 1	\$500.00	08/14/19-11/01/19
Cesareo, Claire	OEI POCR, Reviewer	\$2,500.00	08/26/19-12/01/19
Cooper, Karin	ZTC Conversion, ENG 1B	\$500.00	09/01/19-11/01/19
Cooper, Susan	OEI POCR, BUS 150	\$1,800.00	09/13/19-12/01/19
Cox, Barbara	Business Stats Course Development	\$1,753.20	10/01/19-12/06/19
Curry, Maureen	OEI POCR, ID 125	\$1,800.00	09/26/19-12/01/19
DeDonno, Tom	GAAP Project	\$2,191.50	10/01/19-12/06/19
Dyer, Katy	Facilitator - Dietary Services for Athletes	\$2,400.00	08/19/19-11/30/19
Evans, Mercedes	SWP Local Arch/ Dr Marketing Materials	\$2,200.00	10/01/19-11/30/19
Evans-Wallin, Patty	OEI POCR, Reviewer	\$2,500.00	09/01/19-12/01/19
Foote, Alan	Data Analytics Regional Meeting Planner	\$1,314.90	10/01/19-12/06/19
Gates, Alana	CCCREEC Pre-conference meeting	\$125.00	10/03/19-10/03/19
Giordano, David	AHE Peer Academy Workshops	\$525.96	09/20/19-11/15/19
Gonsowski, Steven	ZTC Conversion, GD 240	\$500.00	08/27/19-11/01/19
Gonsowski, Steven	ZTC Conversion, GD 150	\$500.00	08/27/19-11/01/19
Gonzales, Steven	ZTC Conversion, PS 4	\$500.00	09/17/19-12/01/19
Hoggatt, Mandy	AHE Peer Academy Workshops	\$525.96	09/20/19-11/15/19
Homma, Mary	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Hoolihan, Lori	Project Coord. - Dietary Services for Athletes	\$800.00	08/19/19-11/30/19
Jones, Cristina	AHE Peer Academy Workshops	\$525.96	09/20/19-11/15/19
Kramer, Kathryn	AHE Practicum	\$262.98	09/06/19-11/01/19
Macasaet, Katrina	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Major, Nicole	ZTC Conversion, SOC 126	\$500.00	08/26/19-12/01/19
Major, Nicole	OEI POCR, Lead Reviewer	\$3,000.00	08/19/19-11/01/19
Mamoon, Safiah	OEI POCR, HIT 111	\$1,800.00	08/22/19-12/01/19
McCartney, Kristen	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Medling, Jane	GAAP Project	\$1,732.00	10/01/19-12/06/19
Millovich, June	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Paige, Monique	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated upon completion of additional duties as indicated below.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Plascencia Carrizo, Brenda	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Richards, Holly	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Saremi, Sohila	ZTC Conversion, PRSN 2	\$500.00	09/19/19-11/01/19
Saremi, Sohila	ZTC Conversion, PRSN 3	\$500.00	09/19/19-11/01/19
Schermerhorn, Brock	OEI POCR , Reviewer	\$4,500.00	08/19/19-11/01/19
Sebei, Eman	AESL Faculty Prof. Development	\$438.30	08/13/19-12/10/19
Smith, Christina	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Tamialis, Barbara	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Tamialis, Barbara	TPP Counselor & Faculty Retreat	\$262.98	11/22/19-11/22/19
Trodick, Scot	ZTC Conversion CIMW 207	\$500.00	08/26/19-12/01/19
Trodick, Scot	AHE Peer Academy Workshops	\$525.96	09/20/19-11/15/19
Vidal-Prudholme, Laura	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Weckerly, Michelle	OEI POCR, BUS 1	\$1,800.00	08/20/19-10/30/19
Wheelahan, Melissa	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Whynaught, Jeffrey	ZTC Conversion, ENG 1A	\$500.00	09/17/19-11/01/19
Wilson, Stephen	AHE Peer Academy Workshops	\$525.96	09/20/19-11/15/19
Wolff, Michele	OEI POCR, N 161	\$1,800.00	08/12/19-11/01/19
Wong, Julie	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Wong, Julie	Presenter at Classroom Management Workshop	\$262.98	10/08/19-10/08/19
Wood, Debra	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Wood, Debra	OEI POCR, CDE 123	\$1,800.00	08/30/19-12/01/19
Worley, Michelle	ZTC Conversion, PSYC 1	\$500.00	09/01/19-11/01/19
Zweigle, Poly	Attendee of Faculty CDE Retreat	\$262.98	10/19/19-10/19/19
Zweigle, Poly	AHE Peer Academy Workshops	\$525.96	09/20/19-11/15/19

Non-General Fund/SC Month to Date:

\$66,504.00

SC APPROVED FISCAL YEAR TO DATE:

\$285,264.21

D. WORKLOAD BANKING

1. EGASSE, JEANE, ID #002461, Spanish Instructor, Pos. #P0001529, School of Humanities and Languages & Learning Resources, Irvine Valley College, is requesting a banked workload leave for the Fall Semester 2020, based on 15.5 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2018-2021, in compliance with the Workload Banking Program.

E. REORGANIZATION/RECLASSIFICATION

1. SADDLEBACK COLLEGE seeks authorization to change the following positions, within their organization as defined by Title 5 Education Code, Section 53021 (a), (b), and (c) Recruitment.
 - a. **CHANGE TITLE FROM ASSISTANT DIRECTOR OF TECHNOLOGY SERVICES AND BROADCAST SYSTEMS**, a classified manager, Pos. #P0007076, Technology Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 14, full-time, 40 hours per week, 12 months per year;
TO ASSISTANT DIRECTOR OF TECHNOLOGY SERVICES, a classified manager, Technology Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 14, full-time, 40 hours per week, 12 months per year position, effective September 17, 2019. This change was approved by the Chancellor or designee on September 17, 2019.
 - b. **CHANGE TITLE FROM ASSOCIATE VICE PRESIDENT FOR EXTENDED LEARNING, CATEGORICAL**, an academic administrator, Pos. #P0006564, Extended Learning, Office of Instruction, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 23, full-time, 40 hours per week, 12 months per year;
TO EXECUTIVE DEAN OF EXTENDED LEARNING, CATEGORICAL, an academic administrator, Extended Learning, Office of Instruction, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 23, full-time, 40 hours per week, 12 months per year position, effective July 1, 2020. Employment in this position is contingent upon funding by the Adult Education Program (50%), Community Education (25%), and the General Fund (25%). This change was approved by the Chancellor or designee on November 4, 2019.

F. ADMINISTRATOR CONTRACT EXTENSIONS

1. The following South Orange County Community College District Administrators are to receive the specified contract extension, effective July 1, 2020. (Exhibit C)

<u>Administrator</u>	<u>Assignment</u>	<u>Salary Placement</u>	<u>Contract Term/Yr.</u>
1. Aminy, Marina	Dean, Online Education & Learning Resources	22/8	06/30/2022
2. Bui, Brooke	Dean of Liberal Arts	22/5	06/30/2022
3. Cipres, Elizabeth	Dean, Counseling Services	22/8	06/30/2022
4. Feldhus, Karima	Executive Dean of Community Education, Emeritus Institute and K-12 Partnerships	23/8	06/30/2021
5. Fontanilla, Linda	Vice President for Student Services	25/8	06/30/2021
6. Guy, Georgina	Dean, Student Equity and Special Programs	22/8	06/30/2022
7. Harris-Caldwell, Jeanne	Dean of Wellness, Social Services and Child Development Center	22/8	06/30/2022
8. Inciong, Denice	District Director, Research, Planning & Data Management	19/8	06/30/2022
9. Jaramillo, John	Dean, Economic and Workforce Development and Business Sciences	22/8	06/30/2022

F. ADMINISTRATOR CONTRACT EXTENSIONS - Continued

1. The following South Orange County Community College District Administrators are to receive the specified contract extension, effective July 1, 2020. (Exhibit C)

<u>Administrator</u>	<u>Assignment</u>	<u>Salary Placement</u>	<u>Contract Term/Yr.</u>
10. Klein, Jennifer	Director of Research, Planning and Accreditation	19/6	06/30/2022
11. Lira, Ken	Assistant Dean, Financial Aid and Student Support Services	20/7	06/30/2021
12. McDonald, Christopher	Vice President for Instruction	25/8	06/30/2022
13. Montgomery, Nancy	Assistant Dean of Health, Wellness and Veterans Services	20/8	06/30/2022
14. Nitta, Akira	Dean, Math, Science & Engineering	22/6	06/30/2022
15. O'Connor, Kevin	Dean, Liberal Arts	22/8	06/30/2022
16. Pestolesi, Diane	Dean of Health Sciences and Human Services	22/8	06/30/2022
17. Poshek, Joseph	Dean of The Arts, Library and Online Education	22/8	06/30/2022
18. Predoehl, Daniel	Assistant Dean of Division/Director of Emeritus Institute	20/5	06/30/2022
19. Rodgers, Corey	Dean, Enrollment Services	22/6	06/30/2022
20. Skaff, Penelope	Dean, Counseling Services	22/6	06/30/2022
21. Teng, Anthony	Dean, Advanced Technology and Applied Science	22/8	06/30/2022
22. Vo-Kumamoto, Tram	Vice President for Instruction	25/6	06/30/2021
23. Zhao, Lianna	Dean, Math, Science & Engineering	22/8	06/30/2022

G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. HAGAN, BRUCE, ID #017867, Director, Technology Services, #P0004564, College Administrative Services, Irvine Valley College. Resignation effective October 21, 2019.
2. HERRON, ALINDE, ID #005246, Interior Design Instructor, #P0001579, School of Advanced Technology & Applied Science, Saddleback College. Retirement effective December 19, 2019. (Start date: August 24, 1992)
3. MEYER, CLIFFORD, ID #008161, Automotive Technology Instructor #P0001619, School of Advanced Technology & Applied Science, Saddleback College. Retirement effective November 18, 2019. (Start date: January 13, 1997)
4. ROQUEMORE, GLENN, ID #003917, President, #P0004584, Irvine Valley College. Resignation effective June 30, 2020.
5. WYNTER, CADENCE, ID# 018712, Dean, Fine Arts and Media Technology, #P0004614, Saddleback College. Resignation effective December 31, 2019.



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
ACTING PRESIDENT
AT IRVINE VALLEY COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. CINDY VYSKOCIL**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 24th day of October 2019, 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. Cindy Vyskocil (hereinafter "Dr. Vyskocil").

IT IS HEREBY AGREED AS FOLLOWS:

1. Acting President of Irvine Valley College. Dr. Vyskocil is hereby employed for a period of time commencing on October 24, 2019 and ending on June 30, 2020 or sooner as the Acting President at the District's Irvine Valley College campus. Acting President is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Dr. Vyskocil shall perform all of the powers and duties of the position of Acting President 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, Dr. Vyskocil 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 Acting President shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 27, Step 8, \$259,344 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 Acting President' 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. Vyskocil 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. Vyskocil shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Vyskocil 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. Vyskocil may accrue vacation days up to a maximum of forty-eight (48) days. Once she reaches this maximum amount, she will cease to accrue additional vacation benefits until his balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Vyskocil 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 Chancellor.

6. Performance Evaluations.

6.1 The Chancellor will provide Dr. Vyskocil with periodic opportunities to discuss the Chancellor/Acting President relationship.

6.2 The Chancellor will set Dr. Vyskocil's goals for each 12-month period by June 20 of the preceding academic year. Dr. Vyskocil's performance in achieving those goals and carrying out her other duties will be evaluated by the Chancellor by October 20 of that academic year.

7. Expenses and Required Memberships.

7.1 The District shall reimburse Dr. Vyskocil, 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. Vyskocil in the performance of the duties of Acting President of Irvine Valley College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Vyskocil for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Dr. Vyskocil with a monthly stipend of \$625 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

7.3 The District will provide the Acting President with Internet service and a dedicated telephone line at the Acting President's home to be used in the performance of her duties. A monthly allowance of \$100.00 will be provided to cover District FAX telephone, and internet connection charges. It is agreed that the Acting President may choose to contract a carrier of her choice.

8. Fringe Benefits The District shall provide to Dr. Vyskocil and 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. Vyskocil, 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 31st of any final year of any extension of this contract, the Board shall advise Dr. Vyskocil 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. Vyskocil, 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 one additional year 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 Acting President 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 Acting President shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Acting President 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 Acting President, provide the Acting President with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Acting President shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Acting President 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 Acting President with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Acting President 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. Vyskocil's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Acting President is convicted of a crime constituting an "abuse of office," the Acting President shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Dr. Cindy Vyskocil
Acting President
Irvine Valley College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF ONLINE EDUCATION AND LEARNING RESOURCES AT
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. MARINA AMINY**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Dr. Marina Aminy (hereinafter "Dr. Aminy").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Online Education and Learning Resources. Dr. Aminy is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022, as the Dean of Online Education and Learning Resources. Dean of Online Education and Learning Resources is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b).
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. Aminy shall perform all of the powers and duties of the position of Dean of Online Education and Learning Resources 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. Aminy 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 Online Education and Learning Resources shall be paid according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 8, \$218,820 per annum. 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 Online Education and Learning Resources 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. Aminy 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. Aminy shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Aminy 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. Aminy may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Aminy 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. Aminy shall be entitled to compensation for unused and accrued vacation days at not 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 Instruction, Saddleback College.

6. Performance Evaluations

6.1 The Vice President for Instruction will provide Dr. Aminy with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Instruction will set Dr. Aminy's goals for each 12-month period by June 20 of the preceding academic year. Dr. Aminy's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Aminy, 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. Aminy in the performance of the duties of Dean of Online Education and Learning Resources at Saddleback College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Aminy for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Aminy with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Dr. Aminy, her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life 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. Aminy, 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, 72411.5 and 87458. However, no later than December 31, 2021 or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. Aminy 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. Aminy, this Agreement will terminate effective at the close of business on June 30, 2022. If Dr. Aminy has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Online Education and Learning Resources 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. 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 one additional year 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 Online Education and Learning Resources 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 Online Education and Learning Resources shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Online Education and Learning Resources 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 Online Education and Learning Resources, provide the Dean of Online Education and Learning Resources with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Online Education and Learning Resources shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Online Education and Learning Resources shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Aminy has 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. Aminy 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 hire as an administrator in the District, she will be placed on the applicable Range and Step of that year's Academic Salary Schedule and all subsequent years of service as an administrator will count 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 Online Education and Learning Resources with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Online Education and Learning Resources 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 non-cash items, and Dr. Aminy's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Online Education and Learning Resources is convicted of a crime constituting an "abuse of office," the Dean of Online Education and Learning Resources shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Dr. Marina Aminy
Dean of Online Education and Learning Resources
Saddleback College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT FOR
DEAN OF LIBERAL ARTS AT
IRVINE VALLEY COLLEGE
BETWEEN**

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. BROOKE BUI**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board", as appropriate) and Dr. Brooke Bui (hereinafter "Dr. Bui").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Liberal Arts. Dr. Bui is hereby employed for a period of time commencing on July 1, 2020 and ending on June 30, 2022, as the Dean of Liberal Arts. Dean of Liberal Arts is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Dr. Bui shall perform all of the powers and duties of the position of Dean of Liberal Arts 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, Dr. Bui 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 Liberal Arts shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 5, \$189,036 per annum. 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 Liberal Arts' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Bui 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. Bui shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Bui 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. Bui may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Bui 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. Bui 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 Instruction, Irvine Valley College.

6. Performance Evaluations.

6.1 The Vice President for Instruction will provide Dr. Bui with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Instruction will set Dr. Bui's goals for each 12-month period by June 20 of the preceding academic year. Dr. Bui's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President for Instruction by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Bui 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. Bui in the performance of the duties of Dean of Liberal Arts.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Bui for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Bui with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Dr. Bui, 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. Bui, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. Bui 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. Bui, this Agreement will terminate effective at the close of business on June 30, 2022. If Dr. Bui has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Liberal Arts 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. 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 one additional year 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 Liberal Arts 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 Liberal Arts shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Liberal Arts 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 Liberal Arts, provide the Dean of Liberal Arts with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Liberal Arts shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Liberal Arts shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Bui has 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. Bui 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 13 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 Liberal Arts with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Liberal Arts 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. Bui's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Liberal Arts is convicted of a crime constituting an "abuse of office," the Dean of Liberal Arts shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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. Brooke Bui
Dean of Liberal Arts
Irvine Valley College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF COUNSELING SERVICES AT
IRVINE VALLEY COLLEGE**

BETWEEN

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. ELIZABETH CIPRES**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Dr. Elizabeth Cipres (hereinafter "Dr. Cipres").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Counseling Services. Dr. Cipres is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022, as the Dean of Counseling Services. Dean of Counseling Services is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Dr. Cipres shall perform all of the powers and duties of the position of Dean of Counseling 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, Dr. Cipres 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 Counseling Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule, Range 22, Step 8, \$218,820 per annum. 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 Counseling Services' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Cipres 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. Cipres shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Cipres 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. Cipres may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Cipres 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. Cipres 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, Irvine Valley College.

6. Performance Evaluations.

6.1 The Vice President for Student Services will provide Dr. Cipres with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Student Services will set Dr. Cipres' goals for each 12-month period by June 20 of the preceding academic year. Dr. Cipres' performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Cipres, 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. Cipres in the performance of the duties of Dean of Counseling Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Cipres for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Cipres with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Dr. Cipres and 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. Cipres, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. Cipres 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. Cipres, this Agreement will terminate effective at the close of business on June 30, 2022. If Dr. Cipres has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Counseling Services 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. 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 one additional year 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 Counseling 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 Dean of Counseling Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Counseling Services may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean of Counseling Services, provide the Dean of Counseling Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Counseling Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Counseling Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Cipres has not previously acquired tenure in the District as a faculty member, she shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, she will be placed on the applicable Range and Step 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 Counseling Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Counseling Services shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Dr. Cipres' right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Counseling Services is convicted of a crime constituting an "abuse of office," the Dean of Counseling Services shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Dr. Elizabeth Cipres
Dean of Counseling Services
Irvine Valley College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
EXECUTIVE DEAN OF COMMUNITY EDUCATION, EMERITUS
INSTITUTE, AND K-12 PARTNERSHIPS,
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. KARIMA FELDHUS**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board," as appropriate) and Dr. Karima Feldhus (hereinafter "Dr. Feldhus").

IT IS HEREBY AGREED AS FOLLOWS:

1. Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships. Dr. Feldhus is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2021, as the Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships. Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Dr. Feldhus shall perform all of the powers and duties of the position of Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships 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. Feldhus 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 Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 23, Step 8, \$229,788 per annum. 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 Executive Dean, Community Education, Emeritus Institute, and K-12 Partnership's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Feldhus 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. Feldhus shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Feldhus 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. Feldhus may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Feldhus 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. Feldhus 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 Instruction, Saddleback College.

6. Performance Evaluations.

6.1 The Vice President for Instruction will provide Dr. Feldhus with periodic opportunities to discuss the Vice President/Executive Dean relationship.

6.2 The Vice President for Instruction will set Dr. Feldhus's goals for each 12-month period by June 20 of the preceding academic year. Dr. Feldhus's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President of Instruction by October 20 of that college year.

7. Expenses and Required Memberships.

7.1 The District shall reimburse Dr. Feldhus, 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. Feldhus in the performance of the duties of Executive Dean, Community Education, Emeritus Institute, and K-12 Partnerships.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Feldhus for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Feldhus with a monthly stipend of \$360 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits. The District shall provide to Dr. Feldhus, her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life 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. Feldhus, 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, 72411.5 and 87458. However, no later than December 31, 2020, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. Feldhus 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. Feldhus, this Agreement will terminate effective at the close of business on June 30, 2021. If Dr. Feldhus has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships 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. 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 one additional year 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 Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships 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 Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships 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 Executive Dean, Community Education, Emeritus Institute, and K-12 Partnerships, provide the Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Feldhus has not previously acquired tenure in the District as a faculty member, she shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, she will be placed on Range 5, Step 6 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 Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships 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. Feldhus' right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships is convicted of a crime constituting an "abuse of office," the Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Dr. Karima Feldhus
Executive Dean of Community Education, Emeritus Institute, and K-12 Partnerships
Saddleback College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
VICE PRESIDENT FOR STUDENT SERVICES AT
IRVINE VALLEY COLLEGE**

BETWEEN

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. LINDA FONTANILLA**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Dr. Linda Fontanilla (hereinafter "Dr. Fontanilla").

IT IS HEREBY AGREED AS FOLLOWS:

1. Vice President for Student Services. Dr. Fontanilla is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2021, as the Vice President for Student Services. Vice President for Student Services is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Dr. Fontanilla shall perform all of the powers and duties of the position of Vice President for Student 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, Dr. Fontanilla 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 Vice President for Student Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 25, Step 8, \$253,320 per annum. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the Vice President for Student Services' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Fontanilla 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. Fontanilla shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Fontanilla 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. Fontanilla may accrue vacation days up to a

maximum of forty-eight (48) days. Once Dr. Fontanilla 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. Fontanilla shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the President, Irvine Valley College.

6. Performance Evaluations.

6.1 The President will provide Dr. Fontanilla with periodic opportunities to discuss the President/Vice President relationship.

6.2 The President will set Dr. Fontanilla's goals for each 12-month period by June 20 of the preceding academic year. Dr. Fontanilla's performance in achieving those goals and carrying out her other duties will be evaluated by the President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Fontanilla, 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. Fontanilla in the performance of the duties of Vice President for Student Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Fontanilla for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Fontanilla with a monthly stipend of \$475 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Dr. Fontanilla, 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. Fontanilla, 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, 72411.5 and 87458. However, no later than December 31, 2020, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. Fontanilla 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. Fontanilla, this Agreement will terminate effective at the close of business on June 30, 2021. If Dr. Fontanilla has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Vice President for Student Services 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. 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 one additional year 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 Vice President for Student Services with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code Section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code Sections 87660 et. seq. and Sections 87732 et. seq. shall not apply to termination of this Agreement. The Vice President for Student Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice President for Student Services may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Vice President for Student Services, provide the Vice President for Student Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Vice President for Student Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Vice President for Student Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Fontanilla has not previously acquired tenure in the District as a faculty member, she shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, she will be placed on the applicable Range and Step 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 Vice President for Student Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice President for Student Services shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Dr. Fontanilla's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Vice President for Student Services is convicted of a crime constituting an "abuse of office," the Vice President for Student Services shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Dr. Linda Fontanilla
Vice President for Student Services
Irvine Valley College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF STUDENT EQUITY AND SPECIAL PROGRAMS AT
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. GEORGINA GUY**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Dr. Georgina Guy (hereinafter "Dr. Guy").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Student Equity and Special Programs. Dr. Guy is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022, as the Dean of Student Equity and Special Programs. Dean of Student Equity and Special Programs is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or student services administrator as defined in Education Code Section 87002(b).
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. Guy shall perform all of the powers and duties of the position of Dean of Student Equity and Special Programs 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. Guy 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 Student Equity and Special Programs shall be paid according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 8, \$218,820 per annum. 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 Student Equity and Special Programs' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.
5. Professional Schedule and Vacation. Dr. Guy shall be required to render 12 months of full and regular service (approximately 243 days, depending on the calendar year) to the District. Dr. Guy shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Guy 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. Guy may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Guy reaches this maximum amount she will cease

to accrue additional vacation benefits until that balance falls below the maximum amount. Upon termination or expiration of this Agreement, Dr. Guy 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, Saddleback College.

6. Performance Evaluations

6.1 The Vice President for Student Services will provide Dr. Guy with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Student Services will set Dr. Guy's goals for each 12-month period by June 20 of the preceding academic year. Dr. Guy's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Guy, 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. Guy in the performance of the duties of Dean of Student Equity and Special Programs at Saddleback College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Guy for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Guy with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Dr. Guy, her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life 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. Guy, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract the Board shall advise Dr. Guy 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. Guy, this Agreement will terminate effective at the close of business on June 30, 2022. If Dr. Guy has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Student Equity and Special Programs 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. 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 one additional year 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 Student Equity and Special Programs 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 Student Equity and Special Programs shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Student Equity and Special Programs 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 Student Equity and Special Programs, provide the Dean of Student Equity and Special Programs with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Student Equity and Special Programs shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Student Equity and Special Programs shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Guy has 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. Guy 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 hire as an administrator in the District, she will be placed on the applicable Range and Step of that year's Academic Salary Schedule and all subsequent years of service as an administrator will count 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 Student Equity and Special Programs with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Student Equity and Special Programs 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 non-cash items, and Dr. Guy's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Student Equity and Special Programs is convicted of a crime constituting an "abuse of office," the President shall reimburse the Dean of Student Equity and Special Programs to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Dr. Georgina Guy
Dean of Student Equity and Special Programs
Saddleback College

Dated _____



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
DR. JEANNE HARRIS-CALDWELL**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Dr. 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 July 1, 2020, and ending on June 30, 2022, as the Dean of Wellness, Social Services and Child Development Center. 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 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. 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 8, \$218,820 per annum. 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's 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 nor 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, Saddleback College.

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 of the preceding academic year. 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 October 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 and a monthly allowance of \$165 to cover cellular telephone expenses.

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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st 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, 2022. If Dr. Harris-Caldwell has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, 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. 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 one additional year 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 hire as an administrator in the District, she will be placed on the applicable Range and Step of that year's Academic Salary Schedule and all subsequent years of service as an administrator will count 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. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Wellness, Social Services and Child Development Center is convicted of a crime constituting an "abuse of office," the Dean of Wellness, Social Services and Child Development Center shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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
DISTRICT DIRECTOR OF RESEARCH, PLANNING
AND DATA MANAGEMENT AT
DISTRICT SERVICES
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DENICE INCIONG**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Denice Inciong (hereinafter "Ms. Inciong").

IT IS HEREBY AGREED AS FOLLOWS:

1. District Director of Research, Planning and Data Management. Ms. Inciong is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022 as the District Director of Research, Planning and Data Management. District Director of Research, Planning and Data Management is a classified employee as defined in Education Code Section 87001(a), and an educational 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. Ms. Inciong shall perform all of the powers and duties of the position of District Director of Research, Planning and Data Management, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Inciong 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 District Director of Research, Planning and Data Management shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 19, Step 8, \$189,036 per annum. 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 District Director of Research, Planning and Data Management's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Ms. Inciong 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. Ms. Inciong shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Ms. Inciong 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. Ms. Inciong may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Inciong 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, Ms. Inciong 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 Chancellor of Technology and Learning Services.

6. Performance Evaluations.

6.1 The Vice Chancellor of Technology and Learning Services will provide Ms. Inciong with periodic opportunities to discuss the Vice Chancellor of Technology and Learning Services/Director relationship.

6.2 The Vice Chancellor of Technology and Learning Services will set Ms. Inciong's goals for each 12-month period by June 20 of the preceding academic year. Ms. Inciong's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice Chancellor of Technology and Learning Services by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Inciong, 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 Ms. Inciong in the performance of the duties of District Director of Research, Planning and Data Management.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Inciong for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Ms. Inciong with a monthly stipend of \$125 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Ms. Inciong, 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, Ms. Inciong, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final

year of any extension of this contract, the Board shall advise Ms. Inciong 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 Ms. Inciong, this Agreement will terminate effective at the close of business on June 30, 2022. 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 one additional year 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 District Director of Research, Planning and Data Management 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 District Director of Research, Planning and Data Management shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The District Director of Research, Planning and Data Management 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 District Director of Research, Planning and Data Management, provide the District Director of Research, Planning and Data Management with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the District Director of Research, Planning and Data Management shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the District Director of Research, Planning and Data Management 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 District Director of Research, Planning and Data Management with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the District Director of Research, Planning and Data Management 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 Ms. Inciong's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the District Director of Research, Planning and Data Management is convicted of a crime constituting an "abuse of office," the District Director of Research, Planning and Data Management shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Denice Inciong
District Director of Research, Planning and Data Management
District Services

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF ECONOMIC AND WORKFORCE DEVELOPMENT
AND BUSINESS SCIENCES AT
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
JOHN JARAMILLO**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and John Jaramillo (hereinafter "Mr. Jaramillo").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Economic and Workforce Development and Business Sciences. Mr. Jaramillo is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022 as the Dean of Economic and Workforce Development and Business Sciences. Dean of Economic and Workforce Development and Business Sciences is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Jaramillo shall perform all of the powers and duties of the position of Dean of Economic and Workforce Development and Business Sciences at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Mr. Jaramillo 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 Dean of Economic and Workforce Development and Business Sciences shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 8, \$218,820 per annum. 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 Economic and Workforce Development and Business Sciences' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Mr. Jaramillo 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. Jaramillo shall accrue one day of sick

leave for each full month of employment during the term of this Agreement. Mr. Jaramillo 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. Jaramillo may accrue vacation days up to a maximum of forty-eight (48) days. Once Mr. Jaramillo 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. Jaramillo 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 Instruction, Saddleback College.

6. Performance Evaluations.

6.1 The Vice President for Instruction will provide Mr. Jaramillo with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Instruction will set Mr. Jaramillo's goals for each 12-month period by June 20 of the preceding academic year. Mr. Jaramillo's performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Jaramillo, 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. Jaramillo in the performance of the duties of Dean of Economic and Workforce Development and Business Sciences.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Jaramillo for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Mr. Jaramillo with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Mr. Jaramillo, 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. Jaramillo, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Mr. Jaramillo 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. Jaramillo, this Agreement will terminate effective at the close of business on June 30, 2022. If Mr. Jaramillo has retreat rights to a faculty position as defined by Education Code Section 87458 and district Policy, then the Dean of Economic and Workforce Development and Business Sciences 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. 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 one additional year 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 Economic and Workforce Development and Business Sciences 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 Economic and Workforce Development and Business Sciences shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Economic and Workforce Development and Business Sciences 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 Dean of Economic and Workforce Development and Business Sciences, provide the Dean of Economic and Workforce Development and Business Sciences with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Economic and Workforce Development and Business Sciences shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Economic and Workforce Development and Business Sciences shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Per California Education Code, Section 87458, and Board Policy 4091, the Academic Senate has reviewed Mr. Jaramillo's education and experience and has determined that he does not possess qualifications in a specified discipline or disciplines similar in experience and education to those expected of a newly employed faculty member. Therefore, Mr. Jaramillo does not have administrative retreat rights in the event that this Agreement is terminated or not renewed.

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 Economic and Workforce Development and Business Sciences with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Economic and Workforce Development and Business Sciences 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. Jaramillo's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Economic and Workforce Development and Business Sciences is convicted of a crime constituting an "abuse of office," the Dean of Economic and Workforce Development and Business Sciences shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
John Jaramillo
Dean of Economic and Workforce Development
and Business Sciences
Saddleback College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DIRECTOR OF RESEARCH, PLANNING AND ACCREDITATION AT
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. JENNIFER KLEIN**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board", as appropriate) and Dr. Jennifer Klein (hereinafter "Dr. Klein").

IT IS HEREBY AGREED AS FOLLOWS:

1. Director of Research, Planning and Accreditation. Dr. Klein is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022, as the Director of Research, Planning and Accreditation. Director of Research, Planning and Accreditation is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Dr. Klein shall perform all of the powers and duties of the position of Director of Research, Planning and Accreditation 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. Klein 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 Director of Research, Planning and Accreditation shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 19, Step 6, \$171,444 per annum. 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 Director of Research, Planning and Accreditation's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Klein 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. Klein shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Klein 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. Klein may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Klein 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. Klein shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the President, Saddleback College.

6. Performance Evaluations:

6.1 The President, Saddleback College will provide Dr. Klein with periodic opportunities to discuss the President/Director relationship.

6.2 The President, Saddleback College will set Dr. Klein's goals for each 12-month period by June 20 of the preceding academic year. Dr. Klein's performance in achieving those goals and carrying out her other duties will be evaluated by the President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Klein 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. Klein in the performance of the duties of Director of Research, Planning and Accreditation.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Klein for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Klein with a monthly stipend of \$125 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits. The District shall provide to Dr. Klein, 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. Klein, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. Klein 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. Klein, this Agreement will terminate effective at the close of business on June 30, 2022. If Dr. Klein has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Director of Research, Planning and Accreditation 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. 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 one additional year 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 Director of Research, Planning and Accreditation 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 Director of Research, Planning and Accreditation shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Director of Research, Planning and Accreditation 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 Director of Research, Planning and Accreditation, provide the Director of Research, Planning and Accreditation with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Director of Research, Planning and Accreditation shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Director of Research, Planning and Accreditation shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Per California Education Code, Section 87458, and Board Policy 4091, the Academic Senate has reviewed Dr. Klein's education and experience and has determined that she does not possess qualifications in a specified discipline or disciplines similar in experience and education to those expected of a newly employed faculty member. Therefore, Dr. Klein does not have administrative retreat rights in the event that this Agreement is terminated or not renewed.

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 Director of Research, Planning and Accreditation with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Director of Research, Planning and Accreditation 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. Klein's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Director of Research, Planning and Accreditation is convicted of a crime constituting an "abuse of office," the Director of Research, Planning and Accreditation shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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. Jennifer Klein
Director of Research, Planning and Accreditation
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**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and 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 July 1, 2020, and ending on June 30, 2021, as the Assistant Dean of Financial Aid and Student Support Services. 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 7, \$189,036 per annum. 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 nor operate as an extension nor 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, Irvine Valley College.

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 of the preceding academic year. Mr. Lira's performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President by October 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 County of Orange 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 to cover cellular telephone expenses.

8. Fringe Benefits:

8.1 The District shall provide to Mr. Lira, 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, 72411.5 and 87458. However, no later than December 31, 2020, or no later than December 31st 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, 2021. 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 one additional year 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. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Assistant Dean of Financial Aid and Student Support Services is convicted of a crime constituting an "abuse of office," the Assistant Dean of Financial Aid and Student Support Services shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
VICE PRESIDENT FOR INSTRUCTION
IRVINE VALLEY COLLEGE
BETWEEN**

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. CHRISTOPHER MCDONALD**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board", as appropriate) and Dr. Christopher McDonald (hereinafter "Dr. McDonald").

IT IS HEREBY AGREED AS FOLLOWS:

1. Vice President for Instruction. Dr. McDonald is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022 as Vice President for Instruction. Vice President for Instruction is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Dr. McDonald shall perform all of the powers and duties of the position of Vice President for Instruction 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, Dr. McDonald 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 Vice President for Instruction shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 25, Step 8, \$253,320 per annum. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the Vice President for Instruction's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. McDonald 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. McDonald shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. McDonald 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. McDonald may accrue vacation days up to a

maximum of forty-eight (48) days. Once Dr. McDonald 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, Dr. McDonald 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 President, Irvine Valley College.

6. Performance Evaluations:

6.1 The President will provide Dr. McDonald with periodic opportunities to discuss the President/Vice President relationship.

6.2 The President will set Dr. McDonald's goals for each 12-month period by June 20 of the preceding academic year. Dr. McDonald's performance in achieving those goals and carrying out his other duties will be evaluated by the President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. McDonald, 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. McDonald in the performance of the duties of Vice President for Instruction.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. McDonald for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. McDonald with a monthly stipend of \$475 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits. The District shall provide to Dr. McDonald, his spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life 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. McDonald, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. McDonald 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. McDonald, this Agreement will terminate effective at the close of business on June 30, 2022. If Dr. McDonald has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Vice President for Instruction 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. 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 one additional year 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 Vice President for Instruction with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code Section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code Sections 87660 et. seq. and Sections 87732 et. seq. shall not apply to termination of this Agreement. The Vice President for Instruction shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice President for Instruction 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 Vice President for Instruction, provide the Vice President for Instruction with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Vice President for Instruction shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Vice President for Instruction shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. McDonald has not previously acquired tenure in the District as a faculty member, he shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, he will be placed on the applicable Range and Step 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 Vice President for Instruction with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice President for Instruction shall receive an amount equivalent to not more than twelve (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Dr. McDonald's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Vice President for Instruction is convicted of a crime constituting an "abuse of office," the Vice President for Instruction shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Dr. Christopher McDonald
Vice President for Instruction
Irvine Valley College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
ASSISTANT DEAN OF HEALTH, WELLNESS AND
VETERANS SERVICES AT
IRVINE VALLEY COLLEGE**

**BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
NANCY MONTGOMERY**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Ms. Nancy Montgomery (hereinafter "Ms. Montgomery").

IT IS HEREBY AGREED AS FOLLOWS:

1. Assistant Dean of Health, Wellness and Veterans Services. Ms. Montgomery is hereby employed for a period of time commencing on July 1, 2020 and ending on June 30, 2022, as the Assistant Dean of Health, Wellness and Veterans Services. Assistant Dean of Health, Wellness and Veterans Services is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Ms. Montgomery shall perform all of the powers and duties of the position of Assistant Dean of Health, Wellness and Veterans 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, Ms. Montgomery 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 Assistant Dean of Health, Wellness and Veterans Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 20, Step 8, \$198,468 per annum. 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 Health, Wellness and Veterans Services' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Ms. Montgomery 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. Ms. Montgomery shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Ms. Montgomery 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. Ms. Montgomery may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Montgomery 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, Ms. Montgomery 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, Irvine Valley College.

6. Performance Evaluations.

6.1 The Vice President for Student Services will provide Ms. Montgomery with periodic opportunities to discuss the Vice President/Assistant Dean relationship.

6.2 The Vice President for Student Services will set Ms. Montgomery's goals for each 12-month period by June 20 of the preceding academic year. Ms. Montgomery's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President for Student Services by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Montgomery 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 Ms. Montgomery in the performance of the duties of Assistant Dean of Health, Wellness and Veterans Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Montgomery for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Ms. Montgomery with a monthly stipend of \$125 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Ms. Montgomery, 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, Ms. Montgomery, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Ms. Montgomery 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 Ms. Montgomery, this Agreement will terminate effective at the close of business on June 30, 2022. If Ms. Montgomery has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Assistant Dean of Health, Wellness and Veterans Services 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. 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 one additional year 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 Health, Wellness and Veterans 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 Health, Wellness and Veterans 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 Health, Wellness and Veterans Services may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Assistant Dean of Health, Wellness and Veterans Services, provide the Assistant Dean of Health, Wellness and Veterans Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Assistant Dean of Health, Wellness and Veterans 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 Health, Wellness and Veterans Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Montgomery has not previously acquired tenure in the District as a faculty member, he shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, she will be placed on the applicable Range and Step 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 Assistant Dean of Health, Wellness and Veterans Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Assistant Dean of Health, Wellness and Veterans 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 Ms. Montgomery's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Assistant Dean of Health, Wellness and Veterans Services is convicted of a crime constituting an "abuse of office," the Assistant Dean of Health, Wellness and Veterans Services shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____

Nancy Montgomery
Assistant Dean of Health, Wellness and Veterans Services
Irvine Valley College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF MATH. SCIENCE AND ENGINEERING AT
SADDLEBACK COLLEGE**

BETWEEN

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
AKIRA NITTA**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Akira Nitta (hereinafter "Mr. Nitta").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Math, Science and Engineering. Mr. Nitta is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022 as the Dean of Math, Science and Engineering. Dean of Math, Science and Engineering is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Nitta shall perform all of the powers and duties of the position of Dean of Math, Science and Engineering at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Mr. Nitta 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 Dean of Math, Science and Engineering shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 6, \$198,468 per annum. 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 Math, Science and Engineering's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Mr. Nitta 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. Nitta shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Mr. Nitta 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. Nitta may accrue vacation days up to a maximum of forty-eight

(48) days. Once Mr. Nitta 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. Nitta 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 Instruction, Saddleback College.

6. Performance Evaluations.

6.1 The Vice President for Instruction will provide Mr. Nitta with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Instruction will set Mr. Nitta's goals for each 12-month period by June 20 of the preceding academic year. Mr. Nitta's performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Nitta, 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. Nitta in the performance of the duties of Dean of Math, Science and Engineering.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Nitta for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Mr. Nitta with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Mr. Nitta, 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. Nitta, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Mr. Nitta 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. Nitta, this Agreement will terminate effective at the close of business on June 30, 2022. If Mr. Nitta has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Math, Science and Engineering 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. 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 one additional year 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 Math, Science and Engineering 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 Math, Science and Engineering shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Math, Science and Engineering 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 Dean of Math, Science and Engineering, provide the Dean of Math, Science and Engineering with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Math, Science and Engineering shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Math, Science and Engineering shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Mr. Nitta has not previously acquired tenure in the District as a faculty member, he shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, he will be placed on the applicable Range and Step 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 Math, Science and Engineering with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Math, Science and Engineering 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. Nitta's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Math, Science and Engineering is convicted of a crime constituting an "abuse of office," the Dean of Math, Science and Engineering shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Akira Nitta
Dean of Math, Science and Engineering
Saddleback College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF LIBERAL ARTS AT
SADDLEBACK COLLEGE
BETWEEN**

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. KEVIN O'CONNOR**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Dr. Kevin O'Connor (hereinafter "Dr. O'Connor").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Liberal Arts. Dr. O'Connor is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022, as the Dean of Liberal Arts. Dean of Liberal Arts is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Dr. O'Connor shall perform all of the powers and duties of the position of Dean of Liberal Arts 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. O'Connor 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 Dean of Liberal Arts shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 8, \$218,820 per annum. 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 Liberal Arts' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. O'Connor 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. O'Connor shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. O'Connor 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. O'Connor may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. O'Connor 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, Dr. O'Connor 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 Instruction, Saddleback College.

6. Performance Evaluations.

6.1 The Vice President for Instruction will provide Dr. O'Connor with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Instruction will set Dr. O'Connor's goals for each 12-month period by June 20 of the preceding academic year. Dr. O'Connor's performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. O'Connor, 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. O'Connor in the performance of the duties of Dean of Liberal Arts.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. O'Connor for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. O'Connor with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Dr. O'Connor 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, Dr. O'Connor, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. O'Connor 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. O'Connor, this Agreement will terminate effective at the close of business on June 30, 2022. If Dr. O'Connor has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Liberal Arts 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. 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 one additional year 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 Liberal Arts 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 Liberal Arts shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Liberal Arts 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 Dean of Liberal Arts, provide the Dean of Liberal Arts with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Liberal Arts shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Liberal Arts shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. O'Connor has not previously acquired tenure in the District as a faculty member, he shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, he will be placed on the applicable Range and Step of that year's 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 Liberal Arts with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Liberal Arts 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. Offset against this amount shall be any amount of compensation that Dr. O'Connor could earn as a full-time first year probationary faculty member employed in the District. Any early termination pursuant to this Section shall not include any other noncash items, and Dr. O'Connor's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Liberal Arts is convicted of a crime constituting an "abuse of office," the Dean of Liberal Arts shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Dr. Kevin O'Connor
Dean of Liberal Arts
Saddleback College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF HEALTH SCIENCES AND HUMAN SERVICES AT
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. DIANE PESTOLESI**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020 by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board", as appropriate) and Dr. Diane Pestolesi (hereinafter "Dr. Pestolesi").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Health Sciences and Human Services. Dr. Pestolesi is hereby employed for a period of time commencing on July 1, 2010, and ending on June 30, 2022, as the Dean of Health Sciences and Human Services. Dean of Health Sciences and Human Services is an academic employee as defined in Education Code Section 87001(a), an educational administrator or a 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. Dr. Pestolesi shall perform all of the powers and duties of the position of Dean of Health Sciences and Human Services 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. Pestolesi 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 Health Sciences and Human Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 8, \$218,820 per annum. 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 Health Sciences and Human Services' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Pestolesi shall be required to render 12 months of service 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. Pestolesi shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Pestolesi 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. Pestolesi may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Pestolesi 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. Pestolesi 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 Instruction, Saddleback College.

6. Performance Evaluations:

6.1 The Vice President for Instruction will provide Dr. Pestolesi with periodic opportunities to discuss the Vice President for Instruction/Dean relationship.

6.2 The Vice President for Instruction will set Dr. Pestolesi's goals for each 12-month period by June 20 of the preceding academic year. Dr. Pestolesi's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President for Instruction by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Pestolesi, 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. Pestolesi in the performance of the duties of Dean of Health Sciences and Human Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Pestolesi for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Pestolesi with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits. The District shall provide to Dr. Pestolesi, her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life 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. Pestolesi, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. Pestolesi 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. Pestolesi, this Agreement will terminate effective at the close of business on June 30, 2022. If Dr. Pestolesi has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Health Sciences and Human Services 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. 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 one additional year 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 Health Sciences and Human 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 Dean of Health Sciences and Human Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Health Sciences and Human Services may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean of Health Sciences and Human Services, provide the Dean of Health Sciences and Human Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Health Sciences and Human Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Health Sciences and Human Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Pestolesi has 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. Pestolesi 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 V, Step 23 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 Health Sciences and Human Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Health Sciences and Human Services shall receive an amount equivalent to not more than eighteen (18) months of salary and benefits or an amount equal to the salary and benefits remaining on the contract, whichever is less. Any early termination pursuant to this Section shall not include any other noncash items, and Dr. Pestolesi's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Health Sciences and Human Services is convicted of a crime constituting an "abuse of office," the Dean of Health Sciences and Human Services shall reimburse

the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Dr. Diane Pestolesi
Dean of Health Sciences and Human Services
Saddleback College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF THE ARTS, LIBRARY AND ONLINE EDUCATION
AT
IRVINE VALLEY COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
JOSEPH POSHEK**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Joseph Poshek (hereinafter "Mr. Poshek").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of The Arts, Library and Online Education. Mr. Poshek is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022, as the Dean of The Arts, Library and Online Education. Dean of The Arts, Library and Online Education is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Poshek shall perform all of the powers and duties of the position of Dean of The Arts, Library and Online Education 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. Poshek 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 Dean of The Arts, Library and Online Education shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 8, \$218,820 per annum. 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 The Arts, Library and Online Education's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Mr. Poshek 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. Poshek shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Mr. Poshek 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. Poshek may accrue vacation days up to a maximum of forty-eight (48) days. Once Mr. Poshek 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. Poshek 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 Instruction, Irvine Valley College.

6. Performance Evaluations.

6.1 The Vice President for Instruction will provide Mr. Poshek with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Instruction will set Mr. Poshek's goals for each 12-month period by June 20 of the preceding academic year. Mr. Poshek's performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Poshek, 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. Poshek in the performance of the duties of Dean of The Arts, Library and Online Education.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Poshek for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Mr. Poshek with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Mr. Poshek, 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. Poshek, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Mr. Poshek 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. Poshek, this Agreement will terminate effective at

the close of business on June 30, 2022. If Mr. Poshek has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of The Arts, Library and Online Education 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. 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 one additional year 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 The Arts, Library and Online Education 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 The Arts, Library and Online Education shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of The Arts, Library and Online Education 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 Dean of The Arts, Library and Online Education, provide the Dean of The Arts, Library and Online Education with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of The Arts, Library and Online Education shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of The Arts, Library and Online Education shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Mr. Poshek has not previously acquired tenure in the District as a faculty member, he shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, he will be placed on the applicable Range and Step 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 The Arts, Library and Online Education with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of The Arts, Library and Online Education 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. Poshek's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of The Arts, Library and Online Education is convicted of a crime constituting an "abuse of office," the Dean of The Arts, Library and Online Education shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid

leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Joseph Poshek
Dean of The Arts, Library and Online Education
Irvine Valley College

Dated _____



Office of Human Resources

**ASSISTANT DEAN OF DIVISION/
DIRECTOR OF EMERITUS INSTITUTE
AT SADDLEBACK COLLEGE
BETWEEN**

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DANIEL PREDOEHL**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Daniel Predoehl (hereinafter "Mr. Predoehl").

IT IS HEREBY AGREED AS FOLLOWS:

1. Assistant Dean of Division/Director of Emeritus Institute. Mr. Predoehl is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022, as the Assistant Dean of Division/Director of Emeritus Institute. Assistant Dean of Division/Director of Emeritus Institute is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Predoehl shall perform all of the powers and duties of the position of Assistant Dean of Division/Director of Emeritus Institute at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Mr. Predoehl 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 Division/Director of Emeritus Institute shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 20, Step 5, \$171,444 per annum. 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 Division/Director of Emeritus Institute's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Mr. Predoehl 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. Predoehl shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Mr. Predoehl 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. Predoehl may accrue vacation days up to a maximum of forty-eight (48) days. Once Mr. Predoehl 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. Predoehl 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 Executive Dean, Saddleback College.

6. Performance Evaluations.

6.1 The Executive Dean will provide Mr. Predoehl with periodic opportunities to discuss the Executive Dean/Assistant Dean relationship.

6.2 The Executive Dean will set Mr. Predoehl's goals for each 12-month period by June 20 of the preceding academic year. Mr. Predoehl's performance in achieving those goals and carrying out his other duties will be evaluated by the Executive Dean by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Predoehl, 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. Predoehl in the performance of the duties of Assistant Dean of Division/Director of Emeritus Institute.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Predoehl for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Mr. Predoehl with a monthly stipend of \$125 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Mr. Predoehl, 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. Predoehl, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Mr. Predoehl 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. Predoehl, this Agreement will terminate effective at

the close of business on June 30, 2022. If Mr. Predoehl has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Assistant Dean of Division/Director of Emeritus Institute 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. 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 one additional year 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 Division/Director of Emeritus Institute 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 Division/Director of Emeritus Institute 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 Division/Director of Emeritus Institute 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 Division/Director of Emeritus Institute, provide the Assistant Dean of Division/Director of Emeritus Institute with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Assistant Dean of Division/Director of Emeritus Institute 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 Division/Director of Emeritus Institute shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Per California Education Code, Section 87458, and Board Policy 4091, the Academic Senate has reviewed Mr. Predoehl's education and experience and has determined that he does not possess qualifications in a specified discipline or disciplines similar in experience and education to those expected of a newly employed faculty member. Therefore, Mr. Predoehl does not have administrative retreat rights in the event that this Agreement is terminated or not renewed.

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 Division/Director of Emeritus Institute with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Assistant Dean of Division/Director of Emeritus Institute 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. Predoehl's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Assistant Dean of Division/Director of Emeritus Institute is convicted of a crime constituting an "abuse of office," the Assistant Dean of Division/Director of Emeritus Institute shall reimburse the District to the fullest extent mandated by Government Code section 53243 et

seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Daniel Predoehl
Assistant Dean of Division/Director of Emeritus Institute
Saddleback College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF ENROLLMENT SERVICES
IRVINE VALLEY COLLEGE
BETWEEN**

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
COREY RODGERS**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2019, 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 Corey Rodgers (hereinafter "Mr. Rodgers").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Enrollment Services. Mr. Rodgers is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022, as the Dean of Enrollment Services. The Dean of Enrollment Services is an academic employee as defined in Education Code Section 87001(a), an educational administrator or a 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. Rodgers shall perform all of the powers and duties of the position of Dean of Enrollment Services set forth in the position description, and such other duties as may be assigned. During the term of this contract, Mr. Rodgers 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 Dean of Enrollment Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 6, \$198,468 per annum. 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 Enrollment Services' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Mr. Rodgers 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. The Dean of Enrollment Services shall accrue one day of sick leave for each full month of employment during the term of this Agreement. The Dean of Enrollment Services shall also accrue two (2) days of paid vacation leave for each full month of employment during the term of this Agreement, exclusive of holidays provided in the California Education Code and any additional local holidays granted by the Board to 12-month administrative employees. The Dean of

Enrollment Services may accrue vacation days up to a maximum of forty-eight (48) days. Once the Dean 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, the Dean of Enrollment Services 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, Irvine Valley College.

6. Performance Evaluations:

6.1 The Vice President for Student Services, Irvine Valley College will provide Mr. Rodgers with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Student Services, Irvine Valley College will set Mr. Rodgers' goals for each 12-month period by June 20 of the preceding academic year. Mr. Rodgers' performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President by October 20 of that academic year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Rodgers, 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. Rodgers in the performance of the duties of Dean of Enrollment Services.

7.2 In addition to any reimbursement provided under section 7.1 above, the District will reimburse Mr. Rodgers for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Mr. Rodgers with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits. The District shall provide to Mr. Rodgers, 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. Rodgers, 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, Non-renewal, or Termination.

9.1 This Agreement may be amended by mutual written agreement between the parties.

9.2 Non-renewal of this Agreement shall be in accordance with Education Code section 72411, 72411.5, and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Mr. Rodgers 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. Rodgers written notice to the Dean of Enrollment Services, this Agreement will terminate effective at the close of business on June 30, 2022. If Mr. Rodgers has

retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Enrollment Services 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. 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 one additional year 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 Enrollment 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 Dean of Enrollment Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Enrollment 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 Dean of Enrollment Services, provide the Dean of Enrollment Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Enrollment Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Enrollment Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Mr. Rodgers has not previously acquired tenure in the District as a faculty member, he shall only have the right to be assigned to a first year probationary position upon the termination of this agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumeration in Education Code section 87732. Effective the date of hire as an administrator in the District, he will be placed on the applicable Range and Step 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 Enrollment Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Enrollment 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. Rodger's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 *et seq.*, in the event the Dean of Enrollment Services is convicted of a crime constituting an "abuse of office," the Dean of Enrollment Services shall reimburse the District to the fullest extent mandated by Government Code section 53243 *et seq.* (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 *et seq.*

10. 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.

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. Corey Rodgers
Dean of Enrollment Services
Irvine Valley College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT FOR
DEAN OF COUNSELING SERVICES AT
SADDLEBACK COLLEGE**

BETWEEN

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
PENELOPE SKAFF**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Penelope Skaff (hereinafter "Ms. Skaff").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Counseling Services. Ms. Skaff is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022, as the Dean of Counseling Services. Dean of Counseling Services is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Ms. Skaff shall perform all of the powers and duties of the position of Dean of Counseling Services at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Skaff 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 Counseling Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 6, \$198,468 per annum. 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 Counseling 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 nor renewal of this Agreement.

5. Professional Schedule and Vacation. Ms. Skaff 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. Ms. Skaff shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Ms. Skaff 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. Ms. Skaff may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Skaff 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, Ms. Skaff 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, Saddleback College.

6. Performance Evaluations.

6.1 The Vice President for Student Services will provide Ms. Skaff with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Student Services will set Ms. Skaff's goals for each 12-month period by June 20 of the preceding academic year. Ms. Skaff's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President for Student Services by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Skaff 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 Ms. Skaff in the performance of the duties of Dean of Counseling Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Skaff for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Ms. Skaff with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Ms. Skaff, 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, Ms. Skaff, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Ms. Skaff 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 Ms. Skaff, this Agreement will terminate effective at the close of business on June 30, 2022. If Ms. Skaff has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Counseling Services 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. 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 one additional year 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 Counseling 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 Dean of Counseling Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Counseling Services may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Dean of Counseling Services, provide the Dean of Counseling Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Counseling Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Counseling Services shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Skaff has 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 Ms. Skaff 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 hire as an administrator in the District, she will be placed on the applicable Range and Step of that year's Academic Salary Schedule and all subsequent years of service as an administrator will count 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 Counseling Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Counseling 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 Ms. Skaff's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Counseling Services is convicted of a crime constituting an "abuse of office," the Dean of Counseling Services shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____

Penelope Skaff
Dean of Counseling Services
Saddleback College

Dated _____



Office of Human
Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF ADVANCED TECHNOLOGY AND APPLIED SCIENCE
AT SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
ANTHONY TENG**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Anthony Teng (hereinafter "Mr. Teng").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Advanced Technology and Applied Science. Mr. Teng is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022, as the Dean of Advanced Technology and Applied Science. Dean of Advanced Technology and Applied Science is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Teng shall perform all of the powers and duties of the position of Dean of Advanced Technology and Applied Science at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract Mr. Teng 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 Dean of Advanced Technology and Applied Science shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 8, \$218,820 per annum. 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 Advanced Technology and Applied Science's 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. Teng shall be required to render 12 months of service 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. Teng shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Mr. Teng shall 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. Teng may accrue vacation days up to a maximum of forty-eight (48) days. Once Mr. Teng reaches the 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. Teng 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 Instruction, Saddleback College.

6. Performance Evaluations.

6.1 The Vice President for Instruction will provide Mr. Teng with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Instruction will set Mr. Teng's goals for each 12-month period by June 20 of the preceding college year. Mr. Teng's performance in achieving those goals and carrying out his other duties will be discussed with the Vice President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Teng, 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. Teng in the performance of the duties of Dean of Advanced Technology and Applied Science.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Teng for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Mr. Teng with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Mr. Teng, his spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life 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. Teng, 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, 72411.5 and 87458. However, no later than December 31, 2021, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Mr. Teng 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. Teng, this Agreement will terminate effective at the close of business on June 30, 2022. If Mr. Teng has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Advanced Technology and Applied Science 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. 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 one additional year 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 Advanced Technology and Applied Science 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 Advanced Technology and Applied Science shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Advanced Technology and Applied Science 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 Dean of Advanced Technology and Applied Science, provide the Dean of Advanced Technology and Applied Science with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Advanced Technology and Applied Science shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Advanced Technology and Applied Science shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Mr. Teng has previously acquired tenure in the District as a faculty member, he shall be so assigned upon the termination of this Agreement, and the terms and conditions of his employment will be the same as any other similarly situated faculty member. Termination of Mr. Teng from his 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 hire as an administrator in the District, he will be placed on the applicable Range and Step of that year's Academic Salary Schedule and all subsequent years of service as an administrator will count 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 Advanced Technology and Applied Science with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Advanced Technology and Applied Science 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. Teng's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Advanced Technology and Applied Science is convicted of a crime constituting an "abuse of office," the Dean of Advanced Technology and Applied

Science shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Anthony Teng
Dean of Advanced Technology and Applied Science
Saddleback College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
VICE PRESIDENT FOR INSTRUCTION
SADDLEBACK COLLEGE
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
TRAM VO-KUMAMOTO**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board", as appropriate) and Tram Vo-Kumamoto (hereinafter "Ms. Vo-Kumamoto").

IT IS HEREBY AGREED AS FOLLOWS:

1. Vice President for Instruction. Ms. Vo-Kumamoto is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2021, as Vice President for Instruction. Vice President for Instruction is an academic employee as defined in Education Code Section 87001(a), and an educational administrator or a 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. Ms. Vo-Kumamoto shall perform all of the powers and duties of the position of Vice President for Instruction at Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Ms. Vo-Kumamoto 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 Vice President for Instruction shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 25, Step 6, \$229,788 per annum. The salary shall be paid in 12 equal monthly installments with proration for a period of less than a full year of service. The Board reserves the right to increase the Vice President for Instruction's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Ms. Vo-Kumamoto shall be required to render 12 months of service 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. Ms. Vo-Kumamoto shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Ms. Vo-Kumamoto 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. Ms. Vo-Kumamoto

may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Vo-Kumamoto 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, Ms. Vo-Kumamoto shall be entitled to compensation for unused and accrued vacation days at her then current base salary rate for no more than that amount of unused vacation that may be accrued under this Agreement. All vacation time must be scheduled in advance and approved by the President, Saddleback College.

6. Performance Evaluations:

6.1 The President will provide Ms. Vo-Kumamoto with periodic opportunities to discuss the President/Vice President relationship.

6.2 The President will set Ms. Vo-Kumamoto's goals for each 12-month period by June 20 of the preceding academic year. Ms. Vo-Kumamoto's performance in achieving those goals and carrying out her other duties will be evaluated by the President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Ms. Vo-Kumamoto, 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 Ms. Vo-Kumamoto in the performance of the duties of Vice President for Instruction.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Vo-Kumamoto for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Ms. Vo-Kumamoto with a monthly stipend of \$475 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits. The District shall provide to Ms. Vo-Kumamoto, her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life 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, Ms. Vo-Kumamoto, 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, 72411.5 and 87458. However, no later than December 31, 2020, or no later than December 31st of any final year of any extension of this contract, the Board shall advise Ms. Vo-Kumamoto 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 Ms. Vo-Kumamoto, this Agreement will terminate effective at the close of business on June 30, 2021. If Ms. Vo-Kumamoto has retreat rights to a

faculty position as defined by Education Code Section 87458 and District Policy, then the Vice President for Instruction 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. 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 one additional year 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 Vice President for Instruction with a written statement which includes notice of the proposed action and a reasonably detailed statement of the reasons for the action. Reasons for early termination may include the grounds set forth in Education Code Section 87732, or other conduct constituting a material breach of the terms of this Agreement. However, the procedures for dismissal set forth in Education Code Sections 87660 et. seq. and Sections 87732 et. seq. shall not apply to termination of this Agreement. The Vice President for Instruction shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice President for Instruction may, at her own expense, be represented at this meeting by counsel of her choice. If the Board determines to terminate this Agreement pursuant to this Section, the Board shall, after meeting with the Vice President for Instruction, provide the Vice President for Instruction with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Vice President for Instruction shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Vice President for Instruction shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Vo-Kumamoto has not previously acquired tenure in the District as a faculty member, she shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, she will be placed on the applicable Range and Step of that year's Academic Salary Schedule and all subsequent years of service as an administrator will count 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 Vice President for Instruction with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice President for Instruction 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 Ms. Vo-Kumamoto's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Vice President for Instruction is convicted of a crime constituting an "abuse of office," the Vice President for Instruction shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Tram Vo-Kumamoto
Vice President for Instruction
Saddleback College

Dated _____



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF
DEAN OF MATH, SCIENCE AND ENGINEERING AT
IRVINE VALLEY COLLEGE**

BETWEEN

**THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DR. LIANNA ZHAO**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of July, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board, as appropriate) and Dr. Lianna Zhao (hereinafter "Dr. Zhao").

IT IS HEREBY AGREED AS FOLLOWS:

1. Dean of Math, Science and Engineering. Dr. Zhao is hereby employed for a period of time commencing on July 1, 2020, and ending on June 30, 2022, as the Dean of Math, Science and Engineering. Dean of Math, Science and Engineering is an academic employee as defined in Education Code Section 87001(a), and an educational 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. Dr. Zhao shall perform all of the powers and duties of the position of Dean of Math, Science and Engineering 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, Dr. Zhao 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 Math, Science and Engineering shall be paid according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 8, \$218,820 per annum. 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 Math, Science and Engineering's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Dr. Zhao shall be required to render 12 months of full and regular service (approximately 243 days, depending on the calendar year) to the District during the annual period covered by this Agreement, or any successor. Dr. Zhao shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Zhao 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. Zhao may accrue vacation days up to a maximum of forty-eight (48) days. Once Dr. Zhao 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. Zhao 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 Instruction, Irvine Valley College.

6. Performance Evaluations

6.1 The Vice President for Instruction will provide Dr. Zhao with periodic opportunities to discuss the Vice President/Dean relationship.

6.2 The Vice President for Instruction will set Dr. Zhao's goals for each 12-month period by June 20 of the preceding academic year. Dr. Zhao's performance in achieving those goals and carrying out her other duties will be evaluated by the Vice President by October 20 of that college year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Dr. Zhao, 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. Zhao in the performance of the duties of Dean of Math, Science and Engineering at Irvine Valley College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Zhao for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Zhao with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.

8. Fringe Benefits The District shall provide to Dr. Zhao, her spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, vision, and life 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. Zhao, 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, 72411.5 and 87458. However, no later than December 31, 2021 or no later than December 31st of any final year of any extension of this contract, the Board shall advise Dr. Zhao 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. Zhao, this Agreement will terminate effective at the close of business on June 30, 2022. If Dr. Zhao has retreat rights to a faculty position as defined by Education Code Section 87458 and District Policy, then the Dean of Math, Science and Engineering 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. 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 one additional year 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 Math, Science and Engineering 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 Math, Science and Engineering shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Math, Science and Engineering 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 Math, Science and Engineering, provide the Dean of Math, Science and Engineering with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Math, Science and Engineering shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Math, Science and Engineering shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Dr. Zhao has not previously acquired tenure in the District as a faculty member, she shall only have the right to be assigned to a first year probationary position upon the termination of this Agreement, if the conditions set forth in Education Code Section 87458 and the Board's Policy on administrator retreat rights are satisfied, and the termination is not for a cause enumerated in Education Code Section 87732. Effective the date of hire as an administrator in the District, she will be placed on the applicable Range and Step 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 Math, Science and Engineering with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Math, Science and Engineering 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 non-cash items, and Dr. Zhao's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.

9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event the Dean of Math, Science and Engineering is convicted of a crime constituting an "abuse of office," the Dean of Math, Science and Engineering shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (i.e. for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

10. 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.

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 _____
Dr. Lianna Zhao
Dean of Math, Science and Engineering
Irvine Valley College

Dated _____

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Faculty Conversion to Canvas One-Time Stipends

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Those academic employees' personnel actions (Canvas Conversion one-time stipend) shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employee personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL
ACTIONS/RATIFICATIONS**

A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the **Canvas Conversion (IVC converted beginning Fall 2016)** - 2016/2017, 2017/2018, 2018/2019 and 2019/2020 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Lagoykina, Svetlana	Canvas Conversion, Web Enhanced	\$1,000.00	08/19/19-12/18/19
Marino, Valerie	Canvas Conversion, Web Enhanced	\$1,000.00	01/16/18-05/23/18

November 18, 2019	IVC Canvas Conversion	\$ 2,000.00
October 28, 2019	IVC Canvas Conversion	-
September 23, 2019	IVC Canvas Conversion	-
August 26, 2019	IVC Canvas Conversion	-
July 15, 2019	IVC Canvas Conversion	1,000.00
June 24, 2019	IVC Canvas Conversion	2,000.00
May 20, 2019	IVC Canvas Conversion	-
April 22, 2019	IVC Canvas Conversion	1,000.00
March 25, 2019	IVC Canvas Conversion	1,000.00
February 25, 2019	IVC Canvas Conversion	5,000.00
January 22, 2019	IVC Canvas Conversion	13,000.00
December 10, 2018	IVC Canvas Conversion	-
November 19, 2018	IVC Canvas Conversion	-
October 29, 2018	IVC Canvas Conversion	37,000.00
September 24, 2018	IVC Canvas Conversion	17,000.00
August 27, 2018	IVC Canvas Conversion	45,500.00
July 30, 2018	IVC Canvas Conversion	35,500.00
June 25, 2018	IVC Canvas Conversion	163,000.00
May 21, 2018	IVC Canvas Conversion	145,000.00
April 30, 2018	IVC Canvas Conversion	50,500.00
March 26, 2018	IVC Canvas Conversion	-

TOTAL TO DATE:	\$ 518,500.00
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A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND - Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion (SC converted beginning Fall 2017)** - 2017/2018, 2018/2019 and 2019/2020 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Goulding, Carrie	Canvas Conversion, Online	\$5,000.00	08/19/19-12/18/19
Roffel, Frank	Canvas Conversion, Web-Enhanced	\$1,000.00	08/19/19-12/18/19

November 18, 2019	SC Canvas Conversion	\$ 6,000.00
October 28, 2019	SC Canvas Conversion	10,000.00
September 23, 2019	SC Canvas Conversion	1,000.00
August 26, 2019	SC Canvas Conversion	13,000.00
July 15, 2019	SC Canvas Conversion	2,000.00
June 24, 2019	SC Canvas Conversion	11,000.00
May 20, 2019	SC Canvas Conversion	36,500.00
April 22, 2019	SC Canvas Conversion	4,000.00
March 25, 2019	SC Canvas Conversion	60,000.00
February 25, 2019	SC Canvas Conversion	49,500.00
December 10, 2018	SC Canvas Conversion	14,000.00
November 19, 2018	SC Canvas Conversion	20,000.00
October 29, 2018	SC Canvas Conversion	190,500.00
September 24, 2018	SC Canvas Conversion	56,500.00
August 27, 2018	SC Canvas Conversion	184,000.00
July 30, 2018	SC Canvas Conversion	63,500.00
June 25, 2018	SC Canvas Conversion	116,000.00
May 21, 2018	SC Canvas Conversion	58,000.00
April 30, 2018	SC Canvas Conversion	73,000.00
March 26, 2018	SC Canvas Conversion	177,000.00

TOTAL TO DATE:	\$ 1,186,500.00
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TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Classified Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4000)

- a. CAGUIOA, ABNER is to be employed as New Media and Marketing Specialist, Pos. #P0004169, Marketing and Creative Services, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 138, Step 2, 40 hours per week, 12 months per year, effective October 14, 2019.
- b. CUBILLOS BEZANILLA, SANDRA is to be employed as Administrative Assistant, Categorical, Pos. #P0016818, Division of Business Sciences and Economic and Workforce Development, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 3, 25 hours per week, 12 months per year, effective November 1, 2019. Employment in this position is contingent upon funding by Contract Education (45%), Perkins Administration (40%), and Strong Workforce Local Administration (15%). This position was approved by the Chancellor or designee on October 23, 2019.
- c. DELGADO, GLORIA TRINIDAD is to be employed as Custodian, Pos. #P0016819, Facilities, Maintenance and Operations, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 2, 25 hours per week, 12 months per year, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.
- d. HERNANDEZ, ALONDRA is to be employed as Laboratory Technician, Categorical, Pos. #P0015114, Adult Education Administration, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Step 1, 25 hours per week, 12 months per year, effective October 28, 2019. Employment in this position is contingent upon funding by the California Adult Education Program (CAEP). This position was approved by the Chancellor on March 4, 2019.
- e. OLIVERAS, ROBERT JOSEPH is to be employed as Groundskeeper, Pos. #P0016823, Facilities, Maintenance and Operations, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 3, 24 hours per week, 12 months per year, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.
- f. PERAZA, JOSE G. is to be employed as Custodian, Pos. #P0016822, Facilities, Maintenance and Operations, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 3, 24 hours per week, 12 months per year, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.

A. NEW PERSONNEL APPOINTMENTS – Continued

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4000)

- g. PETERSEN, MATTHEW JOHN is to be employed as Groundskeeper, Pos. #P0016824, Facilities, Maintenance and Operations, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Step 3, 24 hours per week, 12 months per year, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.
- h. PINTO, ANDREW L. is to be employed as Testing Center Assistant, Pos. #P0016821, Economic and Workforce Development and Integrated Design, Engineering, and Automation, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 109, Step 3, 25 hours per week, 11 months per year, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.
- i. ¹QUINTANILLA, CHRISTIAN ANTHONY is to be employed as Custodian, Pos. #P0016820, Facilities, Maintenance and Operations, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 2, 25 hours per week, 12 months per year, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.
- j. SPARKUHL, JULIE MICHELLE is to be employed as Laboratory Technician, Computers, Pos. #P0016825, LRC Tutoring Center, Online Education and Learning Resources, Saddleback College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, Step 2, 14 hours per week, 12 months per year, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE CLASSIFIED POSITIONS

- 1. ADMINISTRATIVE ASSISTANT, CATEGORICAL, Pos. #P0016818, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Division of Business Sciences and Economic and Workforce Development, Saddleback College, seeks authorization to establish and announce this part-time, 25 hours per week, 12 months per year position to its staff complement, effective November 1, 2019. Employment in this position is contingent upon funding by Contract Education (45%), Perkins Administration (40%), and Strong Workforce Local Administration (15%). This position was approved by the Chancellor or designee on October 23, 2019.
- 2. CUSTODIAN, Pos. #P0016819, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Facilities, Maintenance and Operations, Irvine Valley College, seeks authorization to establish and announce this part-time, 25 hours per week, 12 months per year position to its staff complement, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.
- 3. CUSTODIAN, Pos. #P0016820, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Facilities, Maintenance and Operations, Irvine Valley College, seeks authorization to establish and announce this part-time, 25 hours per week, 12 months per year position to its staff complement, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.

¹ Related to Efrain Quintanilla, Custodian, Irvine Valley College

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE CLASSIFIED POSITIONS –
Continued

4. CUSTODIAN, Pos. #P0016822, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Facilities, Maintenance and Operations, Saddleback College, seeks authorization to establish and announce this part-time, 24 hours per week, 12 months per year position to its staff complement, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.
5. GROUNDSKEEPER, Pos. #P0016823, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Facilities, Maintenance and Operations, Saddleback College, seeks authorization to establish and announce this part-time, 24 hours per week, 12 months per year position to its staff complement, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.
6. GROUNDSKEEPER, Pos. #P0016824, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 118, Facilities, Maintenance and Operations, Saddleback College, seeks authorization to establish and announce this part-time, 24 hours per week, 12 months per year position to its staff complement, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.
7. LABORATORY TECHNICIAN, COMPUTERS, Pos. #P0016825, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 122, LRC Tutoring Center, Online Education and Learning Resources, Saddleback College, seeks authorization to establish and announce this part-time, 14 hours per week, 12 months per year position to its staff complement, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.
8. TESTING CENTER ASSISTANT, Pos. #P0016821, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 109, Economic and Workforce Development and Integrated Design, Engineering, and Automation, Irvine Valley College, seeks authorization to establish and announce this part-time, 25 hours per week, 11 months per year position to its staff complement, effective November 1, 2019. This position was approved by the Chancellor or designee on October 23, 2019.

C. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
² Garcia, Gloria	Human Resources Specialist, DS	05/31/2020	N/A
Hernandez, Michelle	Custodian, IVC	10/25/2019	N/A
Le, Nhuan Phuoc	District Network Systems Administrator, DS	12/31/2019	01/01/2020

² This is a correction to the October 28, 2019, Classified Personnel Actions/Ratifications.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Non-Bargaining Unit Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the non-bargaining unit personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
NON-BARGAINING UNIT PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

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>
¹ Chavez, Vanessa	Student Serv. Spec./IVC	26.27	10/15/19-06/30/20
Dorman, Joshua	Rsrch & Plan. Analyst/IVC	39.98	10/07/19-06/30/20
Fernandez, Jennifer	Dir. of Student Life/IVC	63.02	10/14/19-06/30/20

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2019/2020** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate \$)</u>	<u>Start/End Date</u>
Bautista, Juan	Project Specialist (Perkins)/DS	21.00	10/07/19-06/30/20
Connelly, Emma	Project Specialist/SC	25.00	10/15/19-06/30/20
Dargel, Isabele	Project Specialist (SWF Grant)/SC	14.00	10/17/19-06/30/20
DeVone, Robert	Coaching Aide/IVC	25.00	10/15/19-06/30/20
Duval, Jaydon	Project Specialist (Perkins)/SC	20.00	09/27/19-06/30/20
Franklin, Matthew	Project Specialist (Perkins)/SC	15.00	10/08/19-06/30/20
Futrell-Hammond, Cynthia	Project Specialist (Perkins)/SC	14.00	10/01/19-06/30/20
Gaona, Sandra	Clerk/IVC	13.50	10/18/19-06/30/20
Heil, Sarah	TMD Aide/IVC	12.50	10/01/19-06/30/20
Himes, Keeley	Project Specialist/SC	15.00	10/21/19-06/30/20
Kalantari, Mehron	TMD Aide/SC	20.00	10/14/19-06/30/20
Kraus, Kristian	Project Specialist (Perkins)/SC	15.00	10/01/19-06/30/20
Maxon, Reece	Coaching Aide/SC	25.00	10/15/19-06/30/20
Mella, Aidan	TMD Aide/IVC	12.50	10/07/19-06/30/20
Rangel, Destinee	Project Specialist/IVC	15.00	09/10/19-06/30/20
Reitsema Pretorius, Catharine	TMD Aide/SC	20.00	10/08/19-06/30/20
Richards, Ryan	Coaching Aide/SC	25.00	09/15/19-06/30/20
Roach, Dana	Coaching Aide/SC	25.00	09/15/19-06/30/20
Stein, Abby	TMD Aide/IVC	12.50	09/27/19-06/30/20
Takino, Luzcel	Project Specialist (Perkins)/SC	20.00	10/01/19-06/30/20
Yancosky, Emily	Project Specialist/SC	15.00	10/02/19-06/30/20

¹ Related to Christian Chavez, Counselor, Part-time, Irvine Valley College

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2019/2020** academic year.

<u>Name</u>	<u>Start/End Date</u>
Avalos, Lindsay	10/10/19-06/30/20
Davison, Lynnsey	10/21/19-06/30/20
Gong, Shihan	10/14/19-06/30/20
Lachica, Kurt	10/10/19-06/30/20
Lopez, Jenny	10/10/19-06/30/20
Nguyen, Catherine	09/15/19-06/30/20
Ohana, Noah	10/02/19-06/30/20
Oliva Herrera, Valia	09/15/19-06/30/20
Saeidi, Peroshat	10/10/19-06/30/20
Salgado, Clever	09/15/19-06/30/20
Selim, Eley	10/09/19-06/30/20
Shah, Harshil	10/10/19-06/30/20

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 **2019/2020** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Allen, Denise	Tutor/IVC	14.00	10/22/19-06/30/20
Cunningham, David	Clin. Skills Spec./SC	40.00	10/08/19-06/30/20
Esfandiari, Shohreh	Tutor/SC	14.00	10/07/19-06/03/20
Fierros, Eladio	Tutor/IVC	14.00	10/11/19-06/30/20
Fusco, Michael	Tutor/SC	14.00	10/17/19-06/30/20
Hamouda, Sama	Tutor/IVC	14.00	10/03/19-06/30/20
Hariri, Kimia	Tutor/IVC	15.00	10/08/19-06/30/20
Ho, Pin Ju	Tutor/IVC	14.00	09/15/19-06/30/20
Hong, Jaejeun	Tutor/IVC	14.00	10/02/19-06/30/20
Ismail, Zareen	Tutor/SC	12.50	10/02/19-06/30/20
Le, Renee	Tutor/SC	12.50	09/15/19-06/30/20
Maynard, Stephanie	Clin. Skills Spec./SC	40.00	10/15/19-06/30/20
Morales Crisostomo, Andrea	Tutor/SC	15.00	09/15/19-06/30/20
Moreno O., Christina	Tutor/SC	14.50	09/15/19-06/30/20
Orr, Kian	Tutor/IVC	14.00	10/15/19-06/30/20
Paganelli, Casey	Tutor/SC	13.00	09/15/19-06/30/20
Philson, Jeremy	Tutor/SC	12.50	10/07/19-06/30/20
Sanchez Sanchez, Yareli	Tutor/SC	14.00	09/15/19-06/30/20
Siddiqui, Zahrah	Tutor/IVC	14.00	10/22/19-06/30/20
Stubbs, Brian	Tutor/SC	13.00	09/15/19-06/30/20
Sundquist, Andrew	Tutor/SC	12.50	10/02/19-06/30/20
Suwareh, Ebrima	Tutor/SC	12.50	09/15/19-06/30/20
Williams, Jennifer	Clin. Skills Spec./SC	30.00	09/30/19-06/30/20
Zimmerman, Daniel	Clin. Skills Spec./SC	40.00	10/08/19-06/30/20

B. VOLUNTEERS

1. The following individual(s) are to be approved as **Volunteers** for the **2019/2020** and **2020/2021** academic years.

School of Language & Learning Resources, Irvine Valley College
Smith, Brandon

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adjustment to the Faculty Association (FA) Salary Schedules

ACTION: Approval

BACKGROUND

On January 22, 2019, the Board of Trustees approved a new collective bargaining agreement between South Orange County Community College District (District) and the Faculty Association (FA) for the period of July 1, 2018 – June 30, 2021. The agreement provided a three point six eight (3.68) percent increase for the 2018 – 2019, a two point seven zero (2.70) percent for 2019 – 2020 and a two point seven four (2.74) percent for the 2020 – 2021 salary schedules. A tentative agreement was negotiated for a 0.43% increase to the 2019 – 2020 and a 0.26% increase to the 2020 – 2021 salary schedule.

STATUS

California Government Code Section 3547 et seq. requires the disclosure of costs associated with a collective bargaining agreement. The District proposes to increase the salary schedule by 0.43% for 2019 – 2020 and 0.26% for 2020 - 2021. The salary schedules for 2019 – 2020 and 2020 – 2021 are attached as Exhibit A. The increased costs of the agreement with FA for the two-year remaining period, from July 1, 2019, through June 30, 2021, as displayed in Exhibit B, are estimated to be \$19,879,540.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve revision to the Faculty Association Salary Schedules, to be effective July 1, 2019, and July 1, 2020, subject to the ratification and approval of the FA membership, if required.



South Orange County Community College District

ACADEMIC SALARY SCHEDULES 2018-2021

Revision History

Proposed: 12/12/2018

Board Approved: 4/22/2019

Revised: 11/18/2019 – new COLA for 2019-2020, 2020-2021

**Full-time Academic Salary Schedule - Annual
2018-2019
2.71% Increase
(Effective 8/1/2018)**

Range	I	II	III	IV	V
Step					
01	69,834	73,714	77,593	81,473	85,353
02	72,420	76,300	80,180	84,059	87,939
03	75,007	78,886	82,766	86,646	90,525
04	75,007	81,473	85,352	89,232	93,112
05	75,007	84,059	87,939	91,819	95,698
06	77,593	86,646	90,525	94,405	98,285
07		89,232	93,112	96,991	100,871
08		91,818	95,698	99,578	103,457
09		91,818	98,285	102,164	106,044
10		91,818	100,871	104,751	108,630
11		94,405	103,457	107,337	111,217
12			106,044	109,923	113,803
13			108,630	112,510	116,389
14			108,630	115,096	118,976
15			108,630	117,683	121,562
16			111,217	120,269	124,149
17				122,855	126,735
18				125,442	129,321
19				125,442	131,908
20				125,442	134,494
21				128,028	137,081
22					139,667
23					142,253
24					142,253
25					142,253
26					144,840

Doctoral Stipend: \$3,911

Academic Salary Schedule – Rates for One (1) Lecture Hour Equivalent (LHE)

2018-2019

Part-time Classroom Academic Salary Schedule¹

5.40% Increase

Classroom:	LHE Rate	Part-time Faculty					
		Full-time / Part-time Faculty Intersession/Summer					
		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	LHE Rate	1,328	1,381	1,434	1,487	1,540	1,593
	STRS Rate	80.00	83.19	86.39	89.58	92.77	95.96

¹Includes student consultation time

Full-time Classroom Overload Academic Salary Schedule

3.45% Increase

Classroom:	LHE Rate	Full-time Faculty Overload					
		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
	LHE Rate	1,140	1,186	1,232	1,278	1,324	1,370
	STRS Rate	68.67	71.45	74.22	76.99	79.76	82.53

Stipend Rate

Stipends will be calculated using one half (1/2) the "STRS Rate" shown in column 7.

Part-time Non-Classroom and Full-time Non-Classroom Overload for Library, Counseling, & Learning Disabilities Academic Salary Schedule

2.71% Increase

Non-Classroom:	LHE Rate	Part-time Faculty					
		Full-time / Part-time Faculty Intersession/Summer					
		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Library	LHE Rate	2,264	2,355	2,446	2,537	2,628	2,719
Counseling	STRS Rate	68.19	70.93	73.67	76.42	79.16	81.90
Learning Disability							
Tutorial Coordinator							

Part-time Non-classroom Tutorial Academic Salary Schedule

2.71% Increase

Non-Classroom:	LHE Rate	Part-time Faculty					
		Full-time / Part-time Faculty Intersession/Summer					
		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Tutorial (All)	LHE Rate	1,132	1,177	1,222	1,267	1,312	1,357
Other ²	STRS Rate	68.19	70.90	73.61	76.33	79.04	81.75

²CWE (see Article XV) and Directed (independent) Study (see Article XV of the Academic Agreement for calculating LHE);

**Academic Salary Schedule – Daily Rate for Extra Duty Days (Full-time Faculty)
2018-2019**

Range	I	II	III	IV	V
Step					
1	392.33	414.12	435.92	457.71	479.51
2	406.86	428.65	450.45	472.24	494.04
3	421.39	443.18	464.98	486.77	508.57
4	421.39	457.71	479.51	501.30	523.10
5	421.39	472.24	494.04	515.83	537.63
6	435.92	486.77	508.57	530.36	552.16
7		501.30	523.10	544.90	566.69
8		515.83	537.63	559.43	581.22
9		515.83	552.16	573.96	595.75
10		515.83	566.69	588.49	610.28
11		530.36	581.22	603.02	624.81
12			595.75	617.55	639.34
13			610.28	632.08	653.87
14			610.28	646.61	668.40
15			610.28	661.14	682.93
16			624.81	675.67	697.46
17				690.20	711.99
18				704.73	726.52
19				704.73	741.06
20				704.73	755.59
21				719.26	770.12
22					784.65
23					799.18
24					799.18
25					799.18
26					813.71

Academic Salary Schedule – Daily Rate for Extra Duty Days (Part-time Faculty)

Column	1	2	3	4	5	6	7
Classroom	223.82	232.75	241.69	250.62	259.55	268.65	277.58
Non- Classroom	190.79	198.37	205.96	213.54	221.12	228.71	236.29

Full-time Academic Salary Schedule - Annual
2019-2020
2.85% Increase

Range	I	II	III	IV	V
Step					
01	71,824	75,814	79,804	83,795	87,785
02	74,484	78,474	82,464	86,455	90,445
03	77,144	81,134	85,125	89,115	93,105
04	77,144	83,795	87,785	91,775	95,765
05	77,144	86,455	90,445	94,435	98,425
06	79,804	89,115	93,105	97,095	101,085
07		91,775	95,765	99,755	103,745
08		94,435	98,425	102,415	106,405
09		94,435	101,085	105,075	109,066
10		94,435	103,745	107,736	111,726
11		97,095	106,405	110,396	114,386
12			109,066	113,056	117,046
13			111,726	115,716	119,706
14			111,726	118,376	122,366
15			111,726	121,036	125,026
16			114,386	123,696	127,686
17				126,356	130,346
18				129,016	133,007
19				129,016	135,667
20				129,016	138,327
21				131,677	140,987
22					143,647
23					146,307
24					146,307
25					146,307
26					148,967

Doctoral Stipend: \$4,022

Academic Salary Schedule – Rate for One (1) Lecture Hour Equivalent (LHE)

2019-2020

Part-time Classroom Academic Salary Schedule¹

3.56% Increase

Classroom:

Part-time Faculty

Full-time / Part-time Faculty Intercession/Summer

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
LHE Rate	1,380	1,435	1,490	1,545	1,600	1,655	1,710
STRS Rate	83.13	86.45	89.76	93.07	96.39	99.70	103.01

¹Includes student consultation time

Full-time Classroom Overload Academic Salary Schedule

3.58% Increase

Classroom:

Full-time Faculty Overload

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
LHE Rate	1,184	1,231	1,278	1,325	1,372	1,419	1,466
STRS Rate	71.33	74.16	76.99	79.82	82.65	85.48	88.31

Stipend Rate

Stipends will be calculated using one half (1/2) the "STRS Rate" shown in column 7.

Part-time Non-Classroom and Full-time Non-Classroom Overload for Library, Counseling, & Learning Disabilities Academic Salary Schedule

2.84% Increase

Non-Classroom:

Library

Counseling

Learning Disability

Tutorial Coordinator

Part-time Faculty

Full-time / Part-time Faculty Intercession/Summer

Full-time / Part-time Faculty Substitute

Full-time Faculty Overload

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
LHE Rate	2,328	2,421	2,514	2,607	2,700	2,793	2,886
STRS Rate	70.12	72.92	75.72	78.52	81.33	84.13	86.93

Part-time Non-classroom Tutorial Academic Salary Schedule

2.84% Increase

Non-Classroom:

Tutorial (All)

Other²

Part-time Faculty

Full-time / Part-time Faculty Intercession/Summer

Full-time / Part-time Faculty Substitute

Full-time Faculty Overload

	Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
LHE Rate	1,164	1,211	1,258	1,305	1,352	1,399	1,446
STRS Rate	70.12	72.95	75.78	78.61	81.45	84.28	87.11

²CWE (see Article XV) and Directed (independent) Study (see Article XV) of the Academic Agreement for calculating LHE);

**Academic Salary Schedule – Daily Rate for Extra Duty Days (Full-time Faculty)
2019-2020**

Range	I	II	III	IV	V
Step					
01	403.51	425.92	448.34	470.76	493.17
02	418.45	440.87	463.28	485.70	508.12
03	433.39	455.81	478.23	500.64	523.06
04	433.39	470.76	493.17	515.59	538.01
05	433.39	485.70	508.12	530.53	552.95
06	448.34	500.64	523.06	545.48	567.89
07		515.59	538.01	560.42	582.84
08		530.53	552.95	575.37	597.78
09		530.53	567.89	590.31	612.73
10		530.53	582.84	605.26	627.67
11		545.48	597.78	620.20	642.62
12			612.73	635.14	657.56
13			627.67	650.09	672.51
14			627.67	665.03	687.45
15			627.67	679.98	702.39
16			642.62	694.92	717.34
17				709.87	732.28
18				724.81	747.23
19				724.81	762.17
20				724.81	777.12
21				739.76	792.06
22					807.01
23					821.95
24					821.95
25					821.95
26					836.89

Academic Salary Schedule – Daily Rate for Extra Duty Days (Part-time Faculty)

Column	1	2	3	4	5	6	7
Classroom	232.58	241.85	251.12	260.39	269.66	278.93	288.2
Non-Classroom	196.18	204.1	212.02	219.94	227.87	235.79	243.71


**Full-time Academic Salary Schedule - Annual
2020-2021
2.92% Increase**

Range	I	II	III	IV	V
Step					
01	73,921	78,028	82,134	86,241	90,348
02	76,659	80,765	84,872	88,979	93,085
03	79,397	83,503	87,610	91,717	95,823
04	79,397	86,241	90,348	94,454	98,561
05	79,397	88,979	93,085	97,192	101,299
06	82,134	91,717	95,823	99,930	104,037
07		94,454	98,561	102,668	106,774
08		97,192	101,299	105,405	109,512
09		97,192	104,037	108,143	112,250
10		97,192	106,774	110,881	114,988
11		99,930	109,512	113,619	117,725
12			112,250	116,357	120,463
13			114,988	119,094	123,201
14			114,988	121,832	125,939
15			114,988	124,570	128,677
16			117,725	127,308	131,414
17				130,045	134,152
18				132,783	136,890
19				132,783	139,628
20				132,783	142,365
21				135,521	145,103
22					147,841
23					150,579
24					150,579
25					150,579
26					153,317

Doctoral Stipend: \$4,140

Academic Salary Schedule – Rate for One (1) Lecture Hour Equivalent (LHE)

2020-2021

Part-time Classroom Academic Salary Schedule ¹								
3.07% Increase								
Classroom:	Part-time Faculty							
	Full-time / Part-time Faculty Intersession/Summer							
		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
LHE Rate		1,426	1,483	1,540	1,597	1,654	1,711	1,768
STRS Rate		85.90	89.34	92.77	96.20	99.64	103.07	106.51
¹ Includes student consultation time								
Full-time Classroom Overload Academic Salary Schedule								
3.08% Increase								
Classroom:	Full-time Faculty Overload							
		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
LHE Rate		1,224	1,273	1,322	1,371	1,420	1,469	1,518
STRS Rate		73.73	76.69	79.64	82.59	85.54	88.49	91.45
Stipend Rate 								
Stipends will be calculated using one half (1/2) the “STRS Rate” shown in column 7.								
Part-time Non-Classroom and Full-time Non-Classroom Overload for Library, Counseling, & Learning Disabilities Academic Salary Schedule								
2.92% Increase								
Non-Classroom:	Library	Part-time Faculty						
	Counseling	Full-time / Part-time Faculty Intersession/Summer						
	Learning Disability	Full-time / Part-time Faculty Substitute						
	Tutorial Coordinator	Full-time Faculty Overload						
		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
LHE Rate		2,396	2,492	2,588	2,684	2,780	2,876	2,972
STRS Rate		72.17	75.06	77.95	80.84	83.73	86.63	89.52
Part-time Non-classroom Tutorial Academic Salary Schedule								
2.92% Increase								
Non-Classroom:	Part-time Faculty							
	Full-time / Part-time Faculty Intersession/Summer							
	Full-time / Part-time Faculty Substitute							
	Full-time Faculty Overload							
		Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
LHE Rate		1,198	1,246	1,294	1,342	1,390	1,438	1,486
STRS Rate		72.17	75.06	77.95	80.84	83.73	86.63	89.52

²CWE (see Article XV) and Directed (independent) Study (see Article XV) of the Academic Agreement for calculating LHE);

**Academic Salary Schedule – Daily Rate for Extra Duty Days (Full-time Faculty)
2020-2021**

Range	I	II	III	IV	V
Step					
01	415.29	438.36	461.43	484.50	507.57
02	430.67	453.74	476.81	499.88	522.95
03	446.05	469.12	492.19	515.26	538.33
04	446.05	484.50	507.57	530.64	553.71
05	446.05	499.88	522.95	546.02	569.09
06	461.43	515.26	538.33	561.40	584.48
07		530.64	553.71	576.78	599.86
08		546.02	569.09	592.17	615.24
09		546.02	584.48	607.55	630.62
10		546.02	599.86	622.93	646.00
11		561.40	615.24	638.31	661.38
12			630.62	653.69	676.76
13			646.00	669.07	692.14
14			646.00	684.45	707.52
15			646.00	699.83	722.90
16			661.38	715.21	738.28
17				730.59	753.66
18				745.97	769.04
19				745.97	784.43
20				745.97	799.81
21				761.35	815.19
22					830.57
23					845.95
24					845.95
25					845.95
26					861.33

Academic Salary Schedule – Daily Rate for Extra Duty Days (Part-time Faculty)

Column	1	2	3	4	5	6	7
Classroom	240.34	249.94	259.55	269.16	278.76	288.37	297.98
Non-Classroom	201.91	210	218.09	226.18	234.27	242.36	250.45

Column Placement Criteria:

Column I/1*

- Bachelor's Degree.

Column II/2*

- Master's Degree, or
- Bachelor's Degree plus 40 semester units, including Master's Degree.

Column III/3*

- Master's Degree plus 20 semester units, or
- Bachelor's Degree plus 50 semester units, including Master's Degree.

Column IV/4*

- Master's Degree plus 40 semester units, or
- Bachelor's Degree plus 70 semester units, including Master's Degree, or
- Permanent Vocational Credential received prior to establishment of the Community College Credential and Bachelor's Degree.

Column V/5*

- Earned Doctorate, or
- Master's Degree plus 60 semester units, or
- Bachelor's Degree plus 90 semester units, including Master's Degree, or
- Permanent Vocational Credential received prior to establishment of the Community College Credential and Master's Degree.

*Full-time Faculty use column designators I-V, Part-time Faculty use column designators 1-5

Faculty Association Negotiations Costing new COLA 19-20 and 20-21

Percentage Increase by Group	2017-2018	2018-2019		2019-2020			2020-2021		
	Previous Parity %	Jan-19 Parity %	% Increase	Jan-19 Parity %	Nov-19 Parity %	Total % Increase	Jan-19 Parity %	Nov-19 Parity %	Total % Increase
Full-time Faculty			2.71%			2.85%			2.92%
Part-time & Summer Classroom Faculty	55.550%	57.000%	5.43%	57.200%	57.600%	3.56%	57.300%	57.825%	3.07%
Full-time Classroom Faculty Overload	48.600%	48.950%	3.45%	49.100%	49.440%	3.58%	49.150%	49.640%	3.08%
PT, Summer, & Overload Non-classroom	48.600%	48.600%	2.72%	48.600%	48.600%	2.84%	48.600%	48.600%	2.92%

Increase College Work Experience from .10 LHE to .18 LHE per student

Increase Department Chair Stipends by eliminating lowest tier

Increased Annual Cost						Cumulative Cost		
2018-2019				2019-2020	2020-2021	2018-2019	2019-2020	2020-2021
Salary Increases	CWE Increase	Department Chair Increase	Total	Salary Increases	Salary Increases	Cumulative Cost	Cumulative Cost	Cumulative Cost
Salary	\$ 2,881,403	\$ 22,541	\$ 2,996,149	\$ 2,550,582	\$ 2,430,710	\$ 2,996,149	\$ 8,542,880	\$ 16,520,321
Benefits	\$ 561,297	\$ 4,391	\$ 583,650	\$ 539,187	\$ 529,895	\$ 583,650	\$ 1,706,487	\$ 3,359,219
Total	\$ 3,442,700	\$ 26,932	\$ 3,579,799	\$ 3,089,769	\$ 2,960,605	\$ 3,579,799	\$ 10,249,367	\$ 19,879,540
			3.68%	3.13%	3.00%	3.68%	6.81%	9.81%
								(compounded)

Amounts Previously Approved on January 22, 2019	3,579,799	2,668,033	2,816,315	3,579,799	9,827,631	18,891,778
	3.68%	2.70%	2.74%	3.68%	6.38%	9.12%
Amounts Approved on November 18, 2019	-	421,736	144,290	-	421,736	987,762
	0.00%	0.43%	0.26%	0.00%	0.43%	0.69%
Total Costs Approved	3,579,799	3,089,769	2,960,605	3,579,799	10,249,367	19,879,540
Overall Percentage Increase	3.68%	3.13%	3.00%	3.68%	6.81%	9.81%

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Information

BACKGROUND

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

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
10/24/20189 9:00am – 12:00pm	Laguna Woods Village Clubhouse 4	Kevin Hass	ADV Color Printing	George Simian	Movement in Still Photography
10/31/2019 10:30am – 12:00pm	Laguna Woods Village Clubhouse 4	Kevin Hass	ADV Color Printing	Joe Laudermilk	Transforming Digital Images
10/31/2019 12:30pm – 3:00pm	HS 105	Christina Jones	Intro to Criminal Justice	Jason Dale	Career Path & Community Supervision
11/4/2019 9:00am – 10:15am	BGS 352	Bethany Holder	PSYC 37 Abnormal Behavior	Jamie Swanson	Gender Dysphoria
11/6/2019 12:30pm – 3:00pm	HS Plaza	Linda Call	CNSA Club	Maria-Jean Caterinicchio	Resume Building Workshop for Nursing Students
11/13/2019 9:00am – 10:15am	BGS 352	Bethany Holder	PSYC 37 Abnormal Behavior	Lily Habte	Substance Use Disorders
11/13/2019 1:00pm – 3:00pm	SSC 212	Alannah Rosenberg	Honors Council ASG	Avery Wilhems Elise Schroeder Kam Feiz Hannah Stone Cynthia Leimbach Daisy Bautista Devin Weatherby	Tips for College Transfer Students by Saddleback Alumni
11/13/2019 7:00pm – 9:50pm	HS 174	Mia Ferreira	Case Administration, Crisis Intervention and Referral	Jennifer Reza- Sagemuller	Crisis Intervention and Case Management Related to Substance Abuse Disorders

11/14/2019 11:00am – 1:00pm	SSC 212	Alannah Rosenberg	Honors Council ASG	Olivia Benice Jacob Sayono Zach Taubman Maria Battel Michael Rosenkrantz Marianna Schroeder	Tips for College Transfer Students by Saddleback Alumni
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IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
10/15/19 4:30pm	SSC260K	Tuan Nguyen	Transfer Center Educators Panel	Phillip Chow Joycelyn Sun Michelle Minkler	Experiences as a Teacher
10/18/19 2:00pm	IDEA at ATEP Laser Lab 115	Brian Monacelli	LASR 25 Fundamentals of Light	Brian Olejniczak	Lawrence Livermore National Lab - National Ignition Facility Operation
10/18/19 5:00pm	IDEA at ATEP Laser Lab 115	Brian Monacelli	LASR 25 Fundamentals of Light	Michael Mele	Working at Alcon
10/22/19 2:00pm	SSC 230	Tuan Nguyen	Transfer Center	Whitney Schoenthal	Experience as an Engineer
10/30/19 9:00am	CEC 6	Gail Schwartz	AESL 505 Advanced Adult ESL Level 5	Lesley Bindloss	“Save the Planet” Discussion – What Individuals Can Use to Reduce Carbon Footprint
11/4/19 1:00pm	SSC 230	Amanda Romero Cindy Voss	Career Chat	John Davis, In-N-Out Director of Training	Academic and Professional Journey as Trainer for the In-N-Out Burger University

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
5/1/20 12:30pm	PAC	Traci Fahimi	GAP4+1 Program Annual Speaker Event	David M. Cieslak	Effectively Leveraging The Latest Technology in Personal and Professional Lives

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Staff Response to Public Comments from the Previous Board Meeting

ACTION: Information

BACKGROUND

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

STATUS

A public comment response from staff was not requested during last month's board meeting.

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: SOCCCD: Facilities Plan Status Report
ACTION: Information

BACKGROUND

At the request of the Board of Trustees, this report is prepared and submitted monthly to provide the Board with information on major capital projects underway and/or planned. Each project includes the project description, budget narrative, status, whether the project is in progress or recently completed and the current focus. 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

November 18, 2019

CAPITAL IMPROVEMENT PLANNING

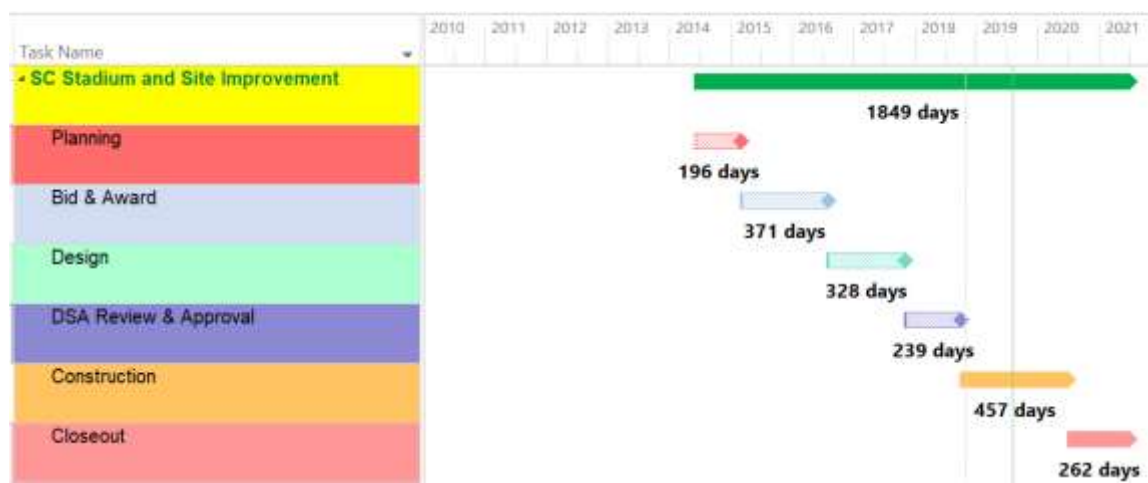
The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was completed December 2011. The 2011 EFMP report is available at the District website: http://www.socccd.edu/about/about_planning.html. The District is in the process of developing a new Education Master and Strategic Plan (EMSP) along with a new Facilities Master Plan. We anticipate these to be complete by the end of this fiscal year. This report contains information on projects over \$1 million that are listed in the Facilities Master Plans for both colleges and projects that include associated planning efforts.

SADDLEBACK COLLEGE

1. STADIUM AND SITE IMPROVEMENT

Project Description: The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine-lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sep 2016	Complete Construction	Jun 2020*
Complete Working Drawings	Nov 2017	Advertise for FF&E	Nov 2019
DSA Final Approval	Nov 2018	DSA Close Out	Pending



*Contractor has not provided a compliant schedule. Bleacher subcontractor challenges are expected to impact projected completion. This date remains in question.

Budget Narrative: Budget reflects Board action on 3/24/2008, 6/23/2014, and 6/22/2015. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M), Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015, the Board approved additional funds of \$7,945,000 and \$17,050,000. The Board approved Saddleback College's use of their RDA funds and a portion of the district-wide apartment income of \$22,705,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$14,530,000	\$47,700,000	\$62,230,000
District Funding Commitment	\$14,530,000	\$47,700,000	\$62,230,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$24,995,000	\$39,525,000
College Contribution:	\$ 0	\$22,705,000	\$22,705,000

Status: Construction Phase: Project is 58% complete.

In Progress: Working with the County of Orange regarding their storm-drain outfall design comments, *bleacher erection*, synthetic turf at football and soccer practice fields, site concrete, emergency vehicle access road, site perimeter fencing, and fabricating elevators and bleacher *steel*.

Recently Completed: *Installation of roof trusses.*

Focus: Meet with PCL executive team. Arrive at contract compliant schedule. Review contractor's change order requests and claims; conduct weekly meetings to discuss these.

2. ATAS BUILDING PROJECT

Project Description: The Project includes a new 50,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts (including two striped for pickle ball) will replace the existing six and will be located north of the Village. The college has requested that the existing TAS Building demolition, utility relocation and new parking lot be de-scoped. A connector road and installation of additional parking stalls between the baseball field and the new tennis courts is included.

Start Preliminary Plans	Oct 2017	Award D/B Contract	Aug 2018
Start Working Drawings	Oct 2018	Complete Construction	Aug 2022
Complete Working Drawings	Sep 2019	Advertise for FF&E	Pending
DSA Final Approval	Sep 2020	DSA Close Out	Pending



Budget Narrative: In fiscal years 2002-2003 and 2004-2005, \$971,000 and \$985,000 respectively, for a total of \$1,956,000 was allocated from basic aid to cover design. Budget reflects Board action on 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016 and 5/21/2018. On August 27, 2012, the Board approved \$12,777,313. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 to the Saddleback College Sciences Building. On June 23, 2014, the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. On May 21, 2018, the Board approved \$44,863,622 to fund a new building. The ATAS Building project budget of \$64,100,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,120)	\$ 1,308,935
ATAS Building	\$ 0	\$64,100,000	\$64,100,000
Total	\$8,755,055	\$56,653,880	\$65,408,935
District Funding Commitment:	\$8,755,055	\$56,653,880	\$65,408,935
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$1,956,000	\$63,452,935	\$65,408,935

Status: *Design Phase for the ATAS Building, the New Connector Road & Parking Lot 5-B and the new Tennis Courts Center.*

In Progress: *Design Development Phase workshop with Saddleback College FMO, IT, Campus Police & Athletics department for the New Connector Road & Parking Lot 5-B and evaluate subcontractors' packages for the new Tennis Courts Center.*

Recently Completed: *District submitted the New Connector Road & Parking Lot 5B Increment No. 01 to the Orange County Fire Authority and the ATAS Building package to Moulton Niguel Water District for final review & approval. Performed additional geotechnical testing at the existing practice fields.*

Focus Issue: *Complete Design Development Phase for New Connector Road & Parking Lot 5-B and obtain Saddleback College Executive Cabinet sign-off. Respond to any DSA comments while ATAS Building is under review.*

3. GATEWAY PROJECT

Project Description: This proposed project will construct a new three-story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new, highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This project will reduce the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	May 2021
Start Working Drawings	Jan 2020	Complete Construction	Oct 2022
Complete Working Drawings	Jul 2020	Advertise for FF&E	Feb 2022
DSA Final Approval	Feb 2021	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017 and 4/22/2019. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017, the Board approved \$16,832,003. On April 22, 2019, the Board approved the funding allocation of \$6,599,180.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$ 8,736,000	\$51,603,000
District Funding Commitment:	\$12,814,000	\$13,444,000	\$26,258,000
State Match:	\$30,053,000	\$(4,708,000)	\$25,345,000
Basic Aid Allocation:	\$ 1,545,115	\$24,712,885	\$26,258,000

Status: *Design Phase.*

In Progress: *Schematic Design page-turn review meetings with the Saddleback College Executive Cabinet and Gateway Building stakeholders. Weekly Design & Building Information Modeling coordination meetings.*

Recently Completed: *Saddleback College Executive Cabinet and Gateway Building stakeholders' workshop meetings and topographic survey performed at the project site.*

Focus: Complete Schematic and Design *Development* Phase for State Chancellor's office submittal and obtain Saddleback College Executive Cabinet and Gateway Building stakeholders' sign-off. Additional geotechnical testing at the project site. Preliminary Plan submittal to the State Chancellor's office for review. Schedule pre-application meeting with DSA.

4. ACCESS CONTROL PROJECT

Project Description: This project will retrofit 1,535 existing doors campus-wide with electronic door locks to provide access control and enhanced safety. This project is similar to the standard established at the Science Building, with hardware synchronized to software monitored by the Saddleback College Campus Police.

Criteria Development	Apr 2018	Award D/B Contract	May 2018
Start Working Drawings	Jun 2018	Complete Construction	Jan 2020
Complete Working Drawings	Jul 2019	FF&E	N/A
DSA Final Approval	Jul 2019	DSA Close Out	Pending



Budget Narrative: Budget reflects the Board action on 6/26/2017 and 5/21/2018. On June 26, 2017, the Board approved \$3,000,000 for the District-wide ADA Transition Plan. Saddleback College assigned \$1,600,000 from its share of the ADA transition funds to this project. On May 21, 2018, the Board approved \$4,000,000. Saddleback College also assigned \$1,364,296 from college general funds. Additionally, State Scheduled Maintenance allocations across FY 2015-16, 2016-2017, 2017-2018 total \$4,845,914.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$11,810,210	\$0	\$11,810,210
District Funding Commitment:	\$ 6,964,296	\$0	\$ 6,964,296
Basic Aid Allocation:	\$ 4,000,000	\$0	\$ 4,000,000
Basic Aid ADA Allocation:	\$ 1,600,000	\$0	\$ 1,600,000
College General Fund:	\$ 1,364,296	\$0	\$ 1,364,296
State Scheduled Maintenance Allocation:	\$ 4,845,914	\$0	\$ 4,845,914

Status: Construction Phase-Phased Project: Increment 2 construction, including the BGS and SSC buildings is 90% complete. Increment 3 construction, including the LRC, AGB, and HS buildings is 60% complete.

In Progress: Increment 2 and 3 construction is underway. *Exterior concrete repairs at doors at AGB and BGS buildings.*

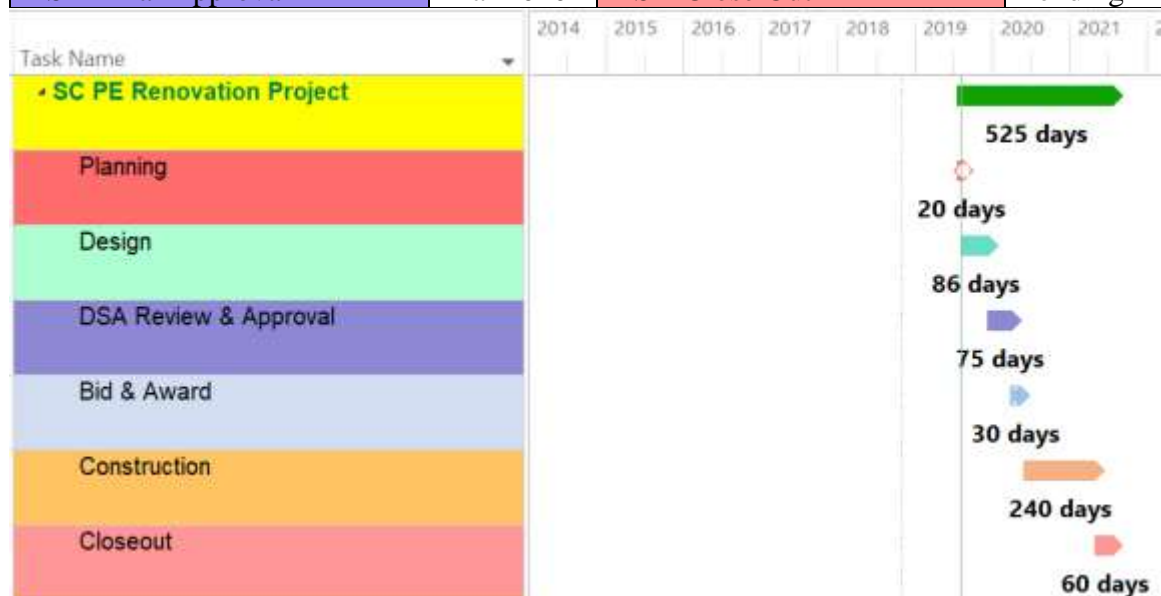
Recently Completed: *Camera installation at LRC. AGB interior doors access controls installed and wall modifications made.*

Focus: Increment 2 exterior storefront doors. Increment 3 and 4 construction.

5. PE RENOVATION

Project Description: This project will renovate the Women's Locker Room to address Title IX regulations and functional issues, install new rooftop HVAC units on the PE 100 building to correct heating and cooling issues, and renovate the restrooms in PE 300 to meet accessibility requirements.

Start Preliminary Plans	Jul 2019	Award Construction Contract	May 2020
Start Working Drawings	Aug 2019	Complete Construction	Apr 2021
Complete Working Drawings	Dec 2019	Advertise for Equipment	Nov 2020
DSA Final Approval	Mar 2020	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013 and 6/25/2018. On June 17, 2013, the Board approved \$800,000 for the PE 100 HVAC system. Saddleback College contributed \$800,000 in matching funds from the Scheduled Maintenance budget. On June

25, 2018, the Board approved \$1,800,000 for PE Renovation. The college spent basic aid funds of \$211,263 on a previous PE 100 weight-room floor replacement project.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,400,000	\$(211,263)	\$3,188,737
District Funding Commitment:	\$3,400,000	\$0	\$3,400,000
Basic Aid Allocation:	\$2,600,000	\$(211,263)	\$2,388,737
Local Scheduled			
Maintenance:	\$ 800,000	\$0	\$ 800,000
Anticipated State Match:	N/A		

Status: Design Phase.

In Progress: *Construction documents are being prepared.*

Recently Completed: Design Development *submission approved by Executive Cabinet.*

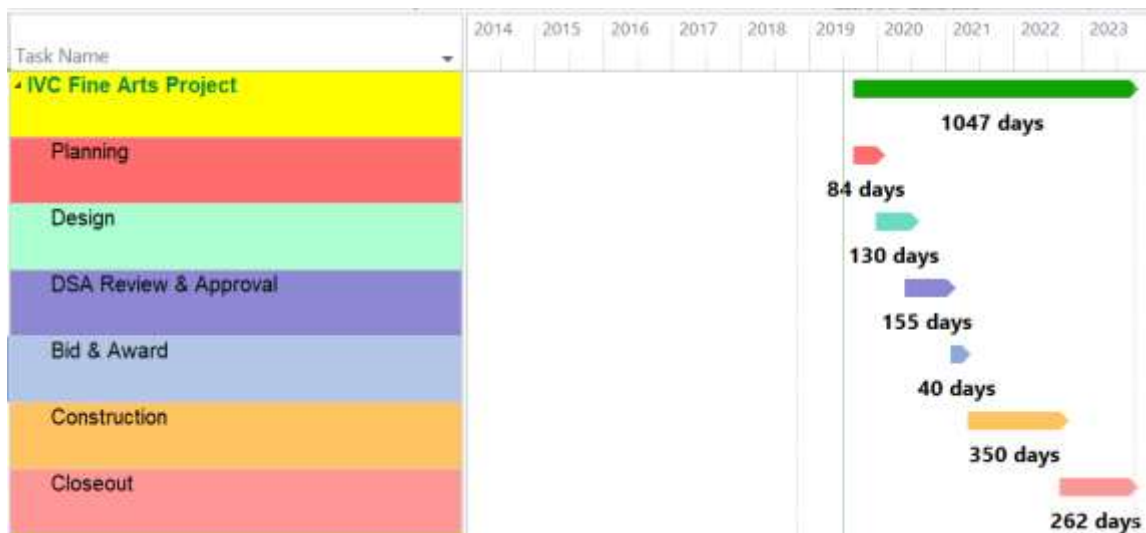
Focus: Design meetings with user group, and preparation of Working Drawings. Pre-submission meeting with DSA.

IRVINE VALLEY COLLEGE

1. FINE ARTS PROJECT

Project Description: The proposed project will construct three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located southwest of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	Apr 2021
Start Working Drawings	Dec 2019	Complete Construction	Sep 2022
Complete Working Drawings	Jun 2020	Advertise for Equipment	Jan 2022
DSA Final Approval	Jan 2021	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016, 6/26/2017, and 4/22/2019. On June 17, 2013, the Board approved \$61,278. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581. On April 22, 2019, the Board approved the funding allocation of \$7,172,680.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,764,278	\$ 9,318,722	\$45,083,000
District Funding Commitment:	\$10,623,278	\$11,998,000	\$22,621,278
State Match:	\$25,141,000	\$(-2,679,000)	\$22,462,000
Basic Aid Allocation:	\$ 61,278	\$22,560,000	\$22,621,278

Status: *Design Phase.*

In Progress: *Schematic and Design Development workshops with Irvine Valley College Executive Cabinet and Fine Arts stakeholders.*

Recently Completed: Award of Geotechnical and Special Inspection & Testing Services agreement. Completion of program validation.

Focus: *Complete Schematic and Design Development Phase for State Chancellor's office submittal and obtain and perform topographic survey of site. Preliminary Plan submittal to the State Chancellor's office for review. Schedule pre-application meeting with DSA.*

2. PARKING LOT PHASE 1 & 2 AND SOLAR SHADE PROJECT

Project Description: This project includes development of a 190,000 square foot, lighted parking lot creating 594 additional parking spaces. The project includes photovoltaic panels supported on parking canopies and a battery storage system. Both systems will

interconnect with the local utility grid and integrate with the campus electrical system, which will be consolidated in response to utility requirements.

Start Preliminary Plans	Jan 2019	Begin construction	Sep 2020
Start Working Drawings	Mar 2020	Complete Construction	Jan 2021
Complete Working Drawings	May 2020	Advertise for FF&E	N/A
DSA Final Approval	Aug 2020	DSA Close Out	Feb 2021



Budget Narrative: Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000 to allow inclusion of the solar shade project and add a connection to the new perimeter road. On June 26, 2017, the Board approved \$733,000. On May 21, 2018, the Board approved \$1,300,000 to include the Phase II parking scope.

	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: *Bid and Award Phase.*

In Progress: Solar firms are responding to Request for Proposals for Solar Shade project.

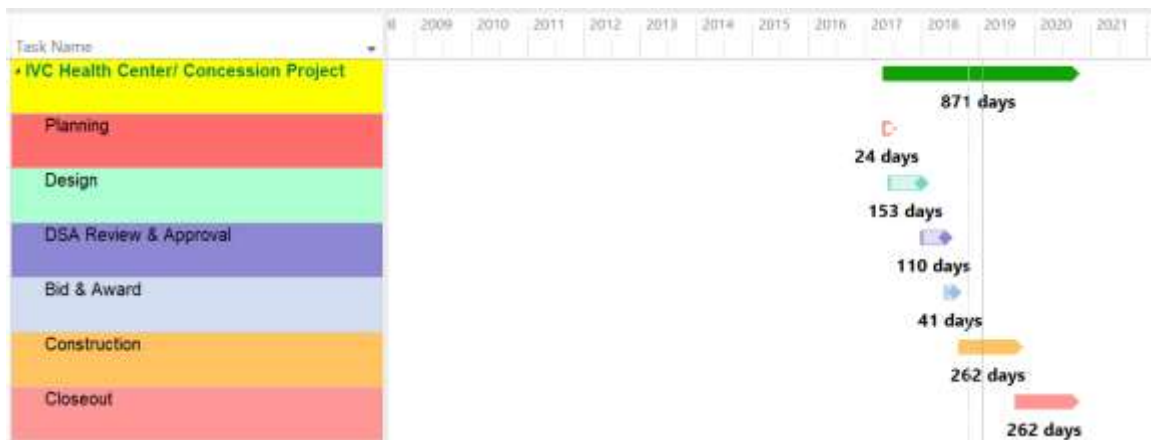
Recently Completed: Release of Request for Proposals *and conducted pre-proposal meeting* for Solar Shade project.

Focus: *Evaluate proposals received for Solar Shade project.*

3. HEALTH CENTER/CONCESSION PROJECT

Project Description: This project is a new one-story building with an estimated 2,214 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building. The new Health Center/Concession building is located adjacent to the baseball fields and includes baseball bleacher seating for 300.

Start Preliminary Plans	May 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Jul 2017	Complete Construction	Nov 2019
Complete Working Drawings	Jan 2018	Advertise for Equipment	Jun 2019
DSA Final Approval	Jun 2018	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 22, 2015, the Board approved \$400,000. On August 22, 2016, the Board approved \$5,338,000. On June 26, 2017, the Board approved \$402,000. On May 21, 2018, the Board approved \$1,360,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$5,200,000	\$2,300,000	\$7,500,000
District Funding Commitment:	\$5,200,000	\$2,300,000	\$7,500,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 400,000	\$7,100,000	\$7,500,000

Status: Construction Phase: Project is approximately 96% complete.

In Progress: Completion of access control hardware and building clean-up.

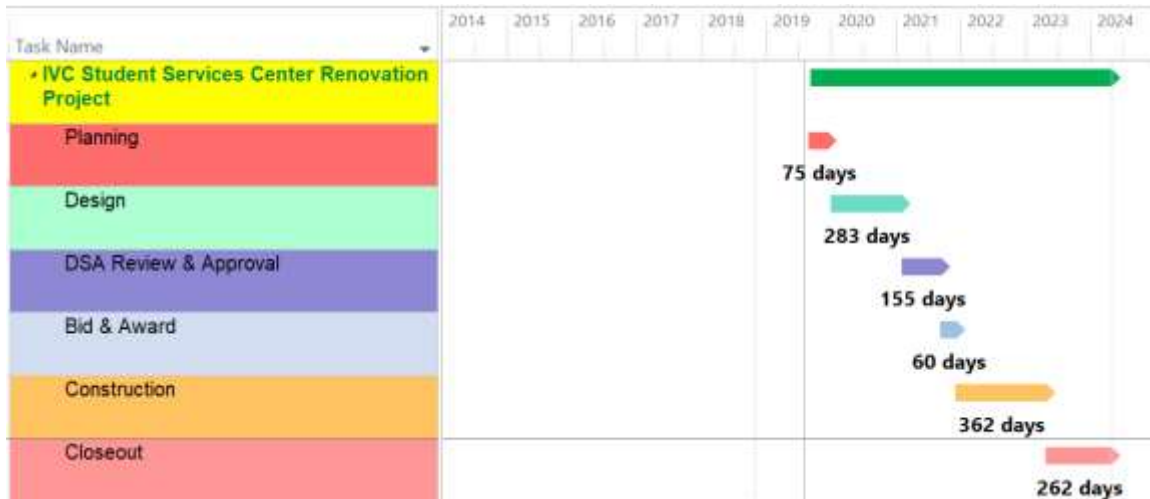
Recently Completed: Interior flooring, doors, hardware and landscaping.

Focus: Complete programming of access control. Begin final punch list.

4. STUDENT SERVICES CENTER RENOVATION

Project Description: This project will renovate the 30,558 gross square feet (GSF) Student Services Center to correct structural issues, address programming needs, renovate the food service area, replace skylight, HVAC, electrical, finishes, and provide upgrades to meet ADA requirements. In the Programming Phase, staff will work with the college to evaluate the feasibility for an alternate solution to demolish and reconstruct the building.

Start Preliminary Plans	Sep 2019	Award Construction Contract	Dec 2021
Start Working Drawings	Jan 2020	Complete Construction	May 2023
Complete Working Drawings	Feb 2021	Advertise for Equipment	Aug 2022
DSA Final Approval	Sep 2021	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 4/22/2019. On April 22, 2019, the Board approved \$23,850,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$48,300,000	\$0	\$48,300,000
District Funding Commitment:	\$48,300,000	\$0	\$48,300,000
Anticipated State Match:	\$N/A		
Basic Aid Allocation:	\$23,850,000	\$0	\$23,850,000

Status: *Planning Phase.*

In Progress: Programming meetings with college are underway. Tours of similar facilities at other colleges *continues*.

Recently Completed: Programming meeting 4 and tour of similar facilities. Structural engineer's study and analysis of existing structure and systems.

Focus: Complete programming and evaluate feasibility for alternate design solution.
Hazardous material analysis of existing building.

ATEP

1. ATEP - IVC FIRST BUILDING

Project Description: This project is a new two-story 20,249 assignable square feet (ASF), 32,492 gross square feet (GSF) building. The new ATEP IVC First Building consists primarily of lab classrooms with some lecture classroom space, offices and student support services. The building was designed for automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, the testing center and some spaces that represent expansion. In addition to the programs identified during design, a portion of the Adult ESL (English as a second language) and the Emeritus and Community Education offices were moved to the ATEP IDEA building at its opening. The project includes 50kW of solar electric power and is a LEED Gold Equivalent building.

Start Preliminary Plans	Oct 2014	Award D-B Contract	Jun 2015
Start Working Drawings	Jul 2015	Complete Construction	Mar 2018
Complete Working Drawings	Mar 2016	Advertise for FF&E	Sep 2017
DSA Final Approval	Sep 2016	DSA Close Out	Aug 2018



Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014, 6/22/2015, 8/22/2016 and 6/26/2017. On February 28, 2011, the Board approved \$12,500,000, originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building with \$8,950,000 additional funds Board approved on June 23, 2014. On June 22, 2015, the Board approved \$3,250,000 for associated parking. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The college applied Irvine Valley College RDA funds equaling \$1,250,000 for an expanded lobby and \$700,000 for additional IT equipment. On June 26, 2017, the Board approved \$1,100,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$23,000,000	\$ 6,350,000	\$29,350,000
District Funding Commitment:	\$23,000,000	\$ 6,350,000	\$29,350,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$21,450,000	\$ 5,950,000	\$27,400,000
College Contribution:	\$ 0	\$ 1,950,000	\$ 1,950,000

Status: Project close out.

In Progress: Coordinate with contractor and SCE for battery storage Permission to Operate (PTO). Coordinate warranty related items with contractor.

Recently Completed: Installation of SCE compliant inverters for photovoltaic system.

Focus: Obtain photovoltaic interconnect agreement with utility agency allowing system to “go live”. Working on getting battery storage system connected to the photovoltaic system. Continue discussions with contractor to address end users’ first-year discovery warranty items.

2. ATEP – SIGNAGE PROJECT

Project Description: Wayfinding signage for ATEP consists of monument, vehicle and pedestrian signage. This signage will define the campus as a destination, support route planning, clarify entrances and parking, create a main pathway, and establish a standardized naming system.

Start Preliminary Plans	Mar 2017	Award Construction Contract	Nov 2019
Start Working Drawings	Aug 2018	Complete Construction	May 2020
Complete Working Drawings	Apr 2019	Advertise for FF&E	N/A
DSA Final Approval	Aug 2019	DSA Close Out	June 2020



Budget Narrative: Budget reflects Board action on 5/21/2018 and 4/22/2019. On May 21, 2018, the Board approved \$500,000. On April 22, 2019, the Board approved the funding allocation of \$4,431,121.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$3,000,000	\$1,931,121	\$4,931,121
District Funding Commitment:	\$ 500,000	\$4,431,121	\$4,931,121
Anticipated State Match:	\$ 0	\$ 0	
Basic Aid Allocation:	\$ 500,000	\$4,431,121	\$4,931,121

Status: Bid Phase.

In Progress: Bid solicitation *and Board recommendation.*

Recently Completed: *Bid process.*

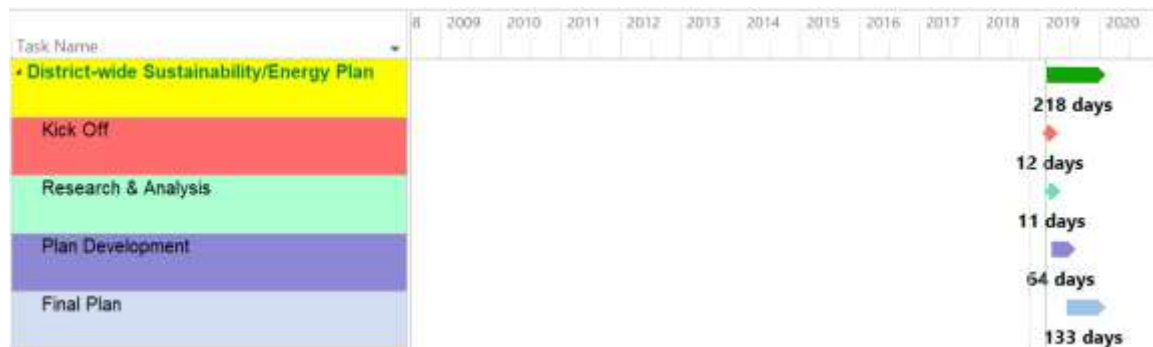
Focus: *Issue Notice to Proceed upon Board approval.*

DISTRICT WIDE

1. SUSTAINABILITY/ ENERGY PLAN

Project Description: The Sustainability/Energy Plan supports the colleges' plans for future sustainability/energy projects, provides best practices, aids with energy savings programs, and recommends various sustainability projects. The project has two phases, the first developed building design and construction guidelines and the second develops campus organizational policies and procedures. The Plan will inform the upcoming Facilities Master Plan process.

Kick Off, Phase II	Mar 2019	Start Plan Development	Aug 2019
Start Research/Analysis	Mar 2019	Complete Plan	Dec 2019
Complete Research/Analysis	Aug 2019	Final Plan, Phase II	Dec 2019



Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017, and 5/21/2018. On June 22, 2015, the Board approved \$200,000. On August 22, 2016, the

Board approved \$40,000. On June 26, 2017, the Board approved \$200,000. On May 21, 2018, the Board approved \$200,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$200,000	\$440,000	\$640,000
District Funding Commitment:	\$200,000	\$440,000	\$640,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$440,000	\$640,000

Status: *Integrated Energy Master Plan (IEMP) report review.*

In Progress: *Stakeholder review of draft IEMP.*

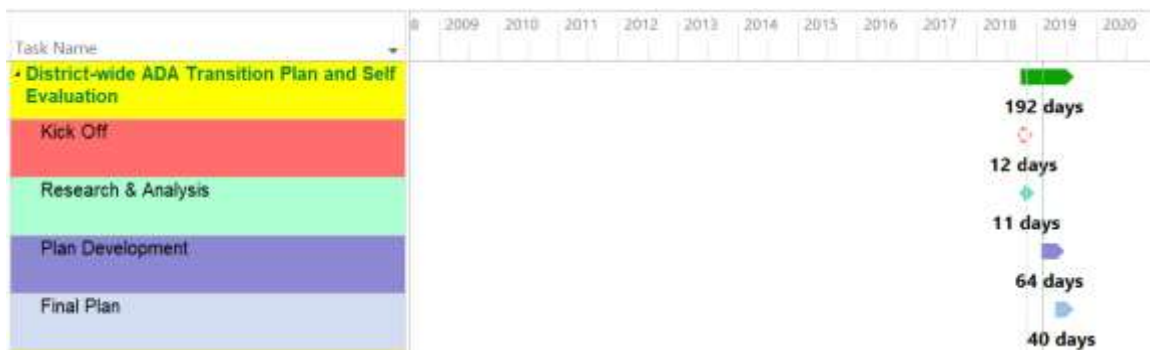
Recently Completed: *Draft of IEMP.*

Focus: *Receive and incorporate draft review comments and participate in Sustainability presentation to the Capital Improvement Committee (CIC) and the Board of Trustees.*

2. ADA TRANSITION PLAN AND SELF EVALUATION

Project Description: The ADA Transition Plan project audited District-wide access compliance and prioritized, budgeted and scheduled the District's Americans with Disabilities Act (ADA) Transition Plans. This information will inform the upcoming Facilities Master Plan process. Phase II work includes self-evaluation of services, policies and practices.

Kick Off – Phase II	Nov 2018	Start Plan Development	Feb 2019
Start Research/Analysis	Nov 2018	Draft Plan	May 2019
Complete Research/Analysis	Jan 2019	Final Plan	Nov 2019



Budget Narrative: Budget reflects Board action on 6/22/2015, 6/27/2016 and 6/26/2017. On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. On June 26, 2017, the Board approved \$400,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$400,000	\$840,000	\$1,240,000
District Funding Commitment:	\$400,000	\$840,000	\$1,240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$840,000	\$1,240,000

Status: Phase II *report review*.

In Progress: Consultant response to District review of draft report.

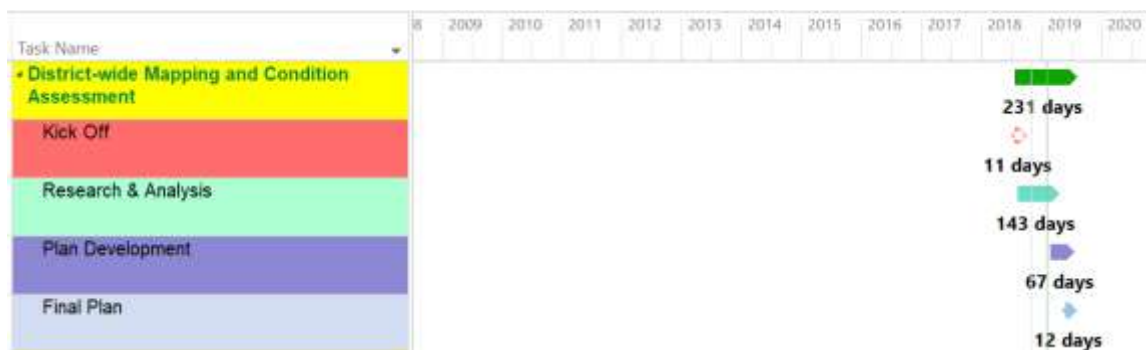
Recently Completed: District review of draft report.

Focus: Complete final plan for district-wide review.

3. MAPPING AND CONDITION ASSESSMENT

Project Description: This project comprehensively documents the horizontal and vertical positions of underground utilities and assesses existing conditions. Accurate utility information prevents construction delays, claims, and utilities conflicts.

Kick Off	Aug 2018	Start Plan Development	Aug 2018
Start Research/Analysis	Aug 2018	Draft Plan	Mar 2019
Complete Research/Analysis	Mar 2019	Final	Mar 2020



Budget Narrative: Budget reflects Board action on 8/22/2016, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$400,000. On June 26, 2017, the Board approved \$500,000. On May 21, 2018, the Board approved \$3,000,000.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$400,000	\$3,500,000	\$3,900,000
District Funding Commitment:	\$400,000	\$3,500,000	\$3,900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$3,500,000	\$3,900,000

Status: *Condition Assessment and Capacity Analysis report review*.

In Progress: *Finalize Saddleback College geo-referenced utility exhibits. Finalize IVC Acreage Exhibit and the Condition Assessment & Capacity Analysis report. Phase Four (final deliverables review) at Irvine Valley College.*

Recently Completed: *Presented the final project deliverables to IVC's Executive Cabinet.*

Focus: *Complete review of Condition Assessment & Capacity Analysis report with IVC's FMO, IT and Campus Police. Complete IVC Acreage Exhibit and Saddleback College Georeferenced Utility Exhibits.*

GENERAL NOTES

- Project updates for active projects may be viewed at:
<http://www.socccd.edu/businessservices/ProjectUpdates.html>
- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
 - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
 - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 50% match) as the economy has changed from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
 - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: |SOCCCD: Monthly Financial Status Report |

ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) 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 October 31, 2019 (EXHIBIT A). A review of current revenues and expenditures for FY 2019-2020 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Unrestricted General Fund Income and Expenditure Summary
As of October 31, 2019

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		<u>\$ 77,459,498</u>	<u>\$ 77,459,498</u>	<u>\$ 77,459,498</u>	100.00%
SOURCES OF FUNDS					
REVENUES:					
SCFF Revenue	Various	\$ 161,922,903	\$ 161,922,903	\$ 13,962,034	8.62%
Basic Aid		86,327,097	86,327,097	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	19,311,977	19,311,977	1,734,726	8.98%
Other Local Sources	8800-8899	19,276,659	19,276,659	9,858,687	51.14%
Total Revenue		<u>286,838,636</u>	<u>286,838,636</u>	<u>25,555,447</u>	8.91%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 195,000	\$ 195,000	\$ 177,546	91.05%
Incoming Transfers	8980-8989	8,786,000	8,786,000	2,325,427	26.47%
Total Other Sources		<u>8,981,000</u>	<u>8,981,000</u>	<u>2,502,973</u>	27.87%
TOTAL SOURCES OF FUNDS		<u>295,819,636</u>	<u>295,819,636</u>	<u>28,058,420</u>	9.48%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 88,204,673	\$ 88,237,406	\$ 24,708,549	28.00%
Classified Salaries	2000-2999	47,775,711	47,788,037	11,088,739	23.20%
Employee Benefits	3000-3999	62,861,316	62,865,978	16,192,886	25.76%
Supplies & Materials	4000-4999	2,250,909	2,311,227	549,285	23.77%
Services & Other Operating	5000-5999	21,178,275	21,111,651	6,449,571	30.55%
Capital Outlay	6000-6999	1,060,782	1,017,367	153,946	15.13%
Total Expenditures		<u>223,331,666</u>	<u>223,331,666</u>	<u>59,142,976</u>	26.48%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ 819,721	\$ 819,721	\$ 819,721	100.00%
Basic Aid Transfers Out	7300-7399	91,000,966	91,000,966	5,700,000	6.26%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		<u>91,820,687</u>	<u>91,820,687</u>	<u>6,519,721</u>	7.10%
TOTAL USES OF FUNDS		<u>315,152,353</u>	<u>315,152,353</u>	<u>65,662,697</u>	20.84%
SURPLUS / (DEFICIT)		<u>(19,332,717)</u>	<u>(19,332,717)</u>	<u>(37,604,277)</u>	
ENDING FUND BALANCE		<u>\$ 58,126,781</u>	<u>\$ 58,126,781</u>	<u>\$ 39,855,221</u>	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 33,469,676	\$ 33,469,676		
Reserve for Unrealized Tax Collections (Basic Aid)		17,145,419	17,145,419		
Nondesignated Ending Balance		<u>7,511,686</u>	<u>7,511,686</u>		
		<u>\$ -</u>	<u>\$ -</u>		

NOTE: As of October 31, 2018 actual revenues to date were **9.95%** and actual expenditures to date were **21.55%** of the revised budget to date.

SADDLEBACK COLLEGE

Unrestricted General Fund Income and Expenditure Summary
As of October 31, 2019

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		\$ 12,551,485	\$ 12,551,485	\$ 12,551,485	100.00%
SOURCES OF FUNDS					
REVENUES:					
SCFF Revenue	Various	\$ 89,535,410	\$ 89,535,410	\$ 5,035,635	5.62%
Basic Aid		-	-	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	6,753,131	6,753,131	1,041,529	15.42%
Other Local Sources	8800-8899	8,110,540	8,110,540	5,126,022	63.20%
Total Revenue		104,399,081	104,399,081	11,203,186	10.73%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 117,081	\$ 117,081	\$ 106,599	91.05%
Incoming Transfers	8980-8989	5,147,000	5,147,000	800,000	15.54%
Total Other Sources		5,264,081	5,264,081	906,599	17.22%
TOTAL SOURCES OF FUNDS		109,663,162	109,663,162	12,109,785	11.04%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 51,281,306	\$ 51,289,028	\$ 15,009,037	29.26%
Classified Salaries	2000-2999	22,154,124	22,155,218	5,116,391	23.09%
Employee Benefits	3000-3999	28,596,060	28,596,060	7,995,166	27.96%
Supplies & Materials	4000-4999	1,226,610	1,257,570	331,151	26.33%
Services & Other Operating	5000-5999	8,694,544	8,649,683	2,013,029	23.27%
Capital Outlay	6000-6999	872,282	877,367	100,111	11.41%
Total Expenditures		112,824,926	112,824,926	30,564,885	27.09%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ 389,721	\$ 389,721	\$ 389,721	100.00%
Basic Aid Transfers Out	7300-7399	-	-	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		389,721	389,721	389,721	100.00%
TOTAL USES OF FUNDS		113,214,647	113,214,647	30,954,606	27.34%
SURPLUS / (DEFICIT)		(3,551,485)	(3,551,485)	(18,844,821)	
ENDING FUND BALANCE		\$ 9,000,000	\$ 9,000,000	\$ (6,293,336)	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 9,000,000	\$ 9,000,000		
Reserve for Unrealized Tax Collections (Basic Aid)		-	-		
Nondesignated Ending Balance		-	-		
		\$ -	\$ -		

NOTE: As of October 31, 2018 actual revenues to date were **10.15%** and actual expenditures to date were **28.22%** of the revised budget to date.

IRVINE VALLEY COLLEGE

Unrestricted General Fund Income and Expenditure Summary
As of October 31, 2019

		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		<u>\$ 4,953,550</u>	<u>\$ 4,953,550</u>	<u>\$ 4,953,550</u>	100.00%
SOURCES OF FUNDS					
REVENUES:					
SCFF Revenue	Various	\$ 58,103,728	\$ 58,103,728	\$ 3,267,860	5.62%
Basic Aid		-	-	-	0.00%
Federal Sources	8100-8199	-	-	-	0.00%
Other State Sources	8600-8699	4,494,323	4,494,323	693,197	15.42%
Other Local Sources	8800-8899	11,166,119	11,166,119	4,708,503	42.17%
Total Revenue		<u>73,764,170</u>	<u>73,764,170</u>	<u>8,669,560</u>	11.75%
OTHER FINANCING SOURCES					
Sale of Surplus	8910-8919	\$ 77,919	\$ 77,919	\$ 70,947	91.05%
Incoming Transfers	8980-8989	2,799,000	2,799,000	-	0.00%
Total Other Sources		<u>2,876,919</u>	<u>2,876,919</u>	<u>70,947.00</u>	2.47%
TOTAL SOURCES OF FUNDS		<u>76,641,089</u>	<u>76,641,089</u>	<u>8,740,507</u>	11.40%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 33,313,128	\$ 33,338,139	\$ 9,331,925	27.99%
Classified Salaries	2000-2999	14,987,798	14,997,798	3,420,995	22.81%
Employee Benefits	3000-3999	19,862,355	19,868,249	5,126,167	25.80%
Supplies & Materials	4000-4999	908,249	937,607	197,936	21.11%
Services & Other Operating	5000-5999	5,932,609	5,912,346	1,512,530	25.58%
Capital Outlay	6000-6999	90,500	40,500	24,939	61.58%
Total Expenditures		<u>75,094,639</u>	<u>75,094,639</u>	<u>19,614,492</u>	26.12%
OTHER FINANCING USES:					
Transfers Out	7300-7399	\$ -	\$ -	\$ -	0.00%
Basic Aid Transfers Out	7300-7399	-	-	-	0.00%
Other Transfers	7400-7499	-	-	-	0.00%
Payments to Students	7500-7699	-	-	-	0.00%
Total Other Uses		<u>-</u>	<u>-</u>	<u>-</u>	0.00%
TOTAL USES OF FUNDS		<u>75,094,639</u>	<u>75,094,639</u>	<u>19,614,492</u>	26.12%
SURPLUS / (DEFICIT)		1,546,450	1,546,450	(10,873,985)	
ENDING FUND BALANCE		<u>\$ 6,500,000</u>	<u>\$ 6,500,000</u>	<u>\$ (5,920,435)</u>	
COMPONENTS OF ENDING BALANCE					
Reserve for Economic Uncertainties		\$ 6,500,000	\$ 6,500,000		
Reserve for Unrealized Tax Collections (Basic Aid)		-	-		
Nondesignated Ending Balance		-	-		
		<u>\$ -</u>	<u>\$ -</u>		

NOTE: As of October 31, 2018 actual revenues to date were **14.34%** and actual expenditures to date were **29.08%** of the revised budget to date.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: |SOCCCD: Quarterly Investment Report |

ACTION: Information

BACKGROUND

Government Code Section 53646 states that local agencies in California, including educational institutions, may render an annual statement of investment policy and a quarterly investment report to their local governing board. In addition, BP 3102 requires a quarterly report on the district's investments.

STATUS

As of the quarter ending on September 30, 2019, our cash balances were \$336,310,188.10 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 2.30% compared to prior quarter of 2.33%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$27,422,587.31, and the LAIF investment pool is yielding an average of 2.45% compared to prior quarter of 2.57%.

Both pools are highly liquid, with overnight wire transfers available upon request.

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Basic Aid Report

ACTION: Information

BACKGROUND

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

STATUS

As of October 31, 2019, total estimated Basic Aid receipts are \$933.3M and total approved projects are \$908.6M as shown in EXHIBIT A. The balance of \$24.7M is the reserve for unrealized tax collections, property taxes received in excess of the amount budgeted, and returned funds available for distribution.

There were no changes for the FY 2019-2020 Basic Aid allocation from the August, 2019 Board report. The year-to-date actual amounts have been updated as of October 31, 2019.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
November 18, 2019**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2017 Actual</i>	<i>2017/18 Actual</i>	<i>2018/19 Actual</i>	<i>2019/20 YTD Actual</i>	<i>2019/20 YTD Obligations</i>	<i>Balance Remaining for 2019/20</i>
CLOSED PROJECTS TOTAL	286,172,471	281,395,044	3,914,111	863,316	-	-	-
CAPITAL PROJECTS							
ATEP Building Demolition (2007)	13,700,000	6,910,874	-	-	-	-	6,789,126
ATEP First Building Phase 3A (2011)	27,400,000	10,537,344	12,783,368	320,079	7,133	35,838	3,716,238
ATEP First Building Support (2017)	2,317,303	-	471,425	542,011	149,823	97,127	1,056,917
ATEP Signage (2018 & 2019)	4,931,121	-	-	111,447	16,865	34,296	4,768,513
ATEP Site Development (2013 & 2019)	12,625,000	4,371,741	3,819,736	1,103,962	361,834	1,370,204	1,597,523
ATEP Utilities/Infrastructure Phase I (2016)	9,475,000	1,328,719	4,758,015	915,868	6,946	71,378	2,394,074
IVC A200 Success Center (2014)	505,005	-	-	-	-	-	505,005
IVC Access Controls (2018 & 2019)	4,200,000	-	-	687,842	272,177	295,887	2,944,094
IVC B200 (2015, 2018 & 2019)	2,100,000	155,444	61,515	83,726	549,000	1,161,549	88,766
IVC B400 Labs and Entrance Controls (2015)	296,078	5,933	182,903	3,998	-	3,244	100,000
IVC Defects Performing Arts Center (2014)	1,400,000	108,993	41,346	721,682	36,953	4,312	486,714
IVC Design and Install Entrance from Barranca (2003)	2,282,511	2,173,981	70,855	9,400	-	-	28,275
IVC Electric Vehicle Charging Station (2019)	400,000	-	-	-	-	-	400,000
IVC Fine Arts Building (2008 & 2019)	22,621,278	61,278	-	-	8,831	-	22,551,169
IVC Health Center/Concessions Building (2016 & 2018)	7,500,000	190,180	363,732	3,630,510	1,454,766	1,031,101	829,711
IVC Library Renovation (2019)	900,000	-	-	-	-	-	900,000
IVC Lighting & Walkways (2013)	795,055	538,907	31,500	12,112	205,051	7,485	-
IVC New Parking Lot (2013 & 2018)	8,788,000	124,442	289,578	2,870,876	89,335	430,822	4,982,947
IVC Soccer and Practice Fields (2018 & 2019)	10,175,000	-	-	-	169,913	-	10,005,087
IVC Student Services Center Renovation (2019)	23,850,000	-	-	-	17,382	1,878,400	21,954,218
IVC Upgrade Exterior & Entries to B300 (2013)	680,000	5,700	64,401	609,899	-	-	-
SC Access Controls (2018)	4,000,000	-	-	478,367	792,382	2,585,258	143,993
SC ATAS Building (2003 & 2018)	64,100,000	-	693,343	3,996,972	571,909	50,223,062	8,614,714
SC BMS Controls (2019)	4,900,000	-	-	-	-	-	4,900,000
SC Data Center Project (2016)	1,000,000	7,472	35,558	6,460	21,820	5,023	923,667
SC Fire Alarm System (2015)	500,000	46,259	14,416	-	-	-	439,325
SC New Gateway Building (2013 & 2019)	26,258,000	-	-	-	28,789	-	26,229,211
SC PE 400 and 500 Renovation (2014)	2,388,737	-	-	1,204	72,966	189,997	2,124,570
SC PE Renovation (2018)	211,263	63,276	147,987	-	-	-	-
SC Sciences Building (M/S/E annex) (2003)	62,399,870	61,903,704	13,370	895	-	-	481,901
SC SME Building Renovation (2016)	750,000	1,499	39,668	319,812	-	-	389,021
SC Stadium and Site Improvements (2008)	39,525,000	820,764	371,780	2,870,678	5,545,688	27,435,633	2,480,457
SC TAS Building Renovation (2018)	1,308,935	1,308,935	-	-	-	-	-
SC Walkway Lot 9 to Quad (2017 & 2018)	550,000	-	173,348	376,652	-	-	-
SC Water Damages/Storm Drainage Issues (2013)	750,000	28,532	-	-	6,541	-	714,927
SOCCCD District-wide ADA Transition Plan Projects (2017 & 2019)	9,000,000	-	-	-	712,525	1,214,510	7,072,965
SOCCCD District-wide Warehouse Canopy (2019)	460,000	-	-	-	-	-	460,000
CAPITAL PROJECTS TOTAL	375,043,156	90,693,977	24,427,844	19,674,452	11,098,629	88,075,126	141,073,128
SCHEDULED MAINTENANCE							
IVC Library Exterior (2013)	275,000	7,119	65,679	155,516	-	-	46,686
IVC SM B100 Roof & HVAC (2015)	493,350	-	-	10,704	3,300	-	479,346
IVC SM Electrical (2018)	150,000	-	-	-	3,463	-	146,537
IVC SM Floors & Finishes (2018)	92,500	-	-	49,438	650	650	41,762
IVC SM Mechanical (2019)	1,664,081	-	-	-	-	-	1,664,081
IVC SM Painting (2018)	171,581	-	-	-	-	-	171,581
IVC SM Plumbing (2019)	250,000	-	-	-	-	-	250,000
IVC SM Roofs (2018)	1,500,000	-	-	135,983	43,244	27,489	1,293,284
SC PE 200 Bleacher Repairs (2014)	575,000	208,125	366,875	-	-	-	-
SC SM Campus Landscaping Improvement (2019)	1,050,000	-	-	-	-	-	1,050,000
SC SM Campus Signage (2019)	125,000	-	-	-	-	-	125,000
SC SM Central Plant Equipment (2019)	250,000	-	-	-	-	-	250,000
SC SM IT Power Upgrade (2019)	300,000	-	-	-	-	-	300,000
SC SM Swimming Pool Equipment (2019)	275,000	-	-	-	-	-	275,000
SC SM Swimming Pool Refurbishment (2019)	200,000	-	-	-	-	-	200,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	7,371,512	215,244	432,554	351,641	50,657	28,139	6,293,277

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
November 18, 2019**

Project Description	Approved Amount	1999/2017 Actual	2017/18 Actual	2018/19 Actual	2019/20 YTD Actual	2019/20 YTD Obligations	Balance Remaining for 2019/20
IT PROJECTS							
Campus Desktop Refresh (2015, 2018 & 2019)	6,513,910	1,503,831	1,585,710	1,313,503	91,246	115,855	1,903,765
IVC Cabling (2018)	32,000	-	-	-	-	-	32,000
IVC Network Access Control (2018)	160,000	-	-	160,000	(400)	400	-
IVC Server Refresh (2018 & 2019)	350,000	-	-	137,202	12,762	-	200,036
IVC SAN (2019)	865,200	-	-	-	-	-	865,200
IVC Wireless Aps & Controllers (2019)	100,000	-	-	-	-	-	100,000
SC Cabling (2018 & 2019)	455,845	-	-	14,700	-	954	440,191
SC Server Refresh (2018)	207,247	-	-	199,846	7,165	-	236
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600	196,932	33,686	130,334	20,000	-	72,648
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600	38,416	-	-	-	-	77,184
SOCCCD Automated Student Assistant (AI Chatbot) (2018)	475,000	-	-	-	-	-	475,000
SOCCCD Classroom Technology and AV Refresh (2016, 2018 & 2019)	9,966,154	485,961	134,207	976,547	411,033	1,361,903	6,596,503
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000	574,232	124,335	-	-	-	36,433
SOCCCD Co-locate District-wide Infrastructure (2018)	60,000	-	-	30,232	-	11,368	18,400
SOCCCD Curriculum Management System (2018)	467,600	-	-	23,801	24,531	128,530	290,738
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720	1,280,403	130,532	87,154	65,864	-	30,767
SOCCCD DevOps / Identity Management Engineering (2018)	200,000	-	-	63,273	19,274	75,240	42,213
SOCCCD District-wide Network Security (2015)	1,064,395	363,117	149,670	299,538	40,453	126,022	85,595
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658	6,680,119	64,759	151,249	49,685	38,340	506
SOCCCD Faculty Syllabus Builder (2018)	315,000	-	-	-	-	250,000	65,000
SOCCCD HR/Bus Svcs Integrated Software (2013, 2018 & 2019)	18,492,300	13,611,859	1,507,314	1,427,044	195,197	114,044	1,636,842
SOCCCD Information Security Contract Services (2018)	360,000	-	-	-	-	89,400	270,600
SOCCCD Infrastructure Expansion (2018)	170,000	-	-	-	126,326	-	43,674
SOCCCD Innovation Fund (2018 & 2019)	1,241,978	-	-	-	117,000	-	1,124,978
SOCCCD IT Basic Aid Projects (2013) IT Contingency	610,276	64,600	-	-	-	-	545,676
SOCCCD IT Projects SC/IVC/ATEP Instruct & Student Svc (2010)	8,744,770	8,697,086	12,544	5,631	1,032	-	28,477
SOCCCD MAP Enhancements (2017, 2018 & 2019)	1,050,000	-	191,384	308,878	68,087	207,528	274,123
SOCCCD MySite Faculty Services Upgrade (2018)	275,000	-	-	-	-	237,000	38,000
SOCCCD New Student Print Solution (2016)	238,921	215,203	-	1,791	19,205	1,121	1,601
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000	5,199	36,225	-	-	-	159,576
SOCCCD Predictive Analytics (2013)	250,000	197,300	6,710	-	-	-	45,990
SOCCCD Privilege Access Management (PAM) (2018)	290,000	-	-	240,000	-	-	50,000
SOCCCD Refresh MDF and IDF (2016)	1,000,000	290,437	26,854	127,779	14,942	6,527	533,461
SOCCCD Registration Restriction Module (2018)	302,400	-	-	57,835	25,369	219,196	-
SOCCCD Server and Storage Scheduled Maintenance (2016)	350,000	235,662	12,531	101,807	-	-	-
SOCCCD Block Registration (2019)	100,000	-	-	-	-	-	100,000
SOCCCD Canvas Grade Submission Integration (2019)	150,000	-	-	-	-	41,328	108,672
SOCCCD DW Content Management System for Websites (2019)	200,000	-	-	-	-	-	200,000
SOCCCD DW Employee Email Infrastructure Enhancements (2019)	160,000	-	-	-	-	-	160,000
SOCCCD DW Information Security Initiatives (2019)	240,000	-	-	-	-	-	240,000
SOCCCD DW IT Infrastructure Strategic Planning (2019)	190,000	-	-	-	-	-	190,000
SOCCCD Guided Pathways One-Click Registration (2019)	285,000	-	-	-	-	-	285,000
SOCCCD Identity Management Assessment and Design (2019)	150,000	-	-	-	-	-	150,000
SOCCCD IT Engineering Services Support (2019)	300,000	-	-	-	-	-	300,000
SOCCCD On-premise and Cloud-based Systems Infra Expansion (2019)	500,000	-	-	-	313,371	59,112	127,517
SOCCCD Replace District Data Center HVAC Units (2019)	350,000	-	-	-	-	-	350,000
SOCCCD Server Configuration & Security (2017)	180,000	-	27,247	127,200	25,553	-	-
SOCCCD Service Desk Software (2017)	560,000	-	9,835	366,261	94,983	83,984	4,937
SOCCCD SIS Architecture Upgrade (2019)	450,000	-	-	-	4,488	71,765	373,747
SOCCCD SIS Student Health (2018)	350,000	-	-	217,101	17,899	-	115,000
SOCCCD Student Activity Tracking, Workflow and Transcript (2019)	300,000	-	-	-	-	-	300,000
SOCCCD Student Appointment System (2019)	278,000	-	-	-	-	37,000	241,000
SOCCCD Student Early Alert System (2016)	226,800	-	36,752	123,612	9,821	56,615	-
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000	-	-	-	272	276,481	323,247
SOCCCD Student Information System Enhancement (2013, 2018 & 2019)	13,584,000	7,266,438	2,314,102	1,945,362	368,798	861,533	827,767

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
November 18, 2019**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2017 Actual</i>	<i>2017/18 Actual</i>	<i>2018/19 Actual</i>	<i>2019/20 YTD Actual</i>	<i>2019/20 YTD Obligations</i>	<i>Balance Remaining for 2019/20</i>
SOCCCD Student Recruiting (2019)	302,400	-	-	-	-	-	302,400
SOCCCD Student Success Roadmap (2017)	875,000	-	1,608	322,588	178,736	203,784	168,284
SOCCCD System Testing and Stability (2016)	377,000	62,604	281,765	1,650	-	30,350	631
SOCCCD Tableau for Data Visualization (2016)	270,000	231,839	4,193	19,558	1,576	-	12,834
SOCCCD Unified Student ID Card (2016)	452,000	-	75,190	113,296	27,823	4,532	231,159
SOCCCD Waitlist Modification (2014)	699,600	252,350	4,090	159,572	136,179	146,486	923
SOCCCD Wireless Coverage Expansion (2015)	738,000	463,761	212,570	61,669	-	-	-
SOCCCD Wireless Upgrade (2016 & 2019)	2,557,990	20,017	791,591	383,839	(16,605)	16,481	1,362,667
SOCCCD Workday Student BPA Sessions (2016)	317,800	115,914	-	-	-	10,200	191,686
SOCCCD Workday Student Influencer Program (2016)	375,000	161,756	12,965	14,701	5,574	-	180,004
IT PROJECTS TOTAL	90,811,164	43,015,036	7,788,369	9,714,553	2,477,239	4,883,079	22,932,888

OTHER ALLOCATIONS							
SOCCCD Architectural Standards (2019)	1,500,000	-	-	-	2,359	-	1,497,641
SOCCCD Design/Build Specialty Consultant (2013)	525,000	291,587	-	-	-	-	233,413
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	1,240,000	657,532	26,631	268,749	-	76,317	210,771
SOCCCD District-wide Mapping (2015 & 2018)	3,900,000	48	32,356	2,521,267	155,119	242,352	948,858
SOCCCD District-wide Sustainability/Energy Planning (2016 & 2018)	640,000	227,376	58,495	100,995	108,804	134,401	9,929
SOCCCD District-wide Tech Consultant for Capital Constr (2016 & 2018)	585,000	66,552	118,564	3,058	-	18,250	378,576
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	915,000	174,201	-	6,665	-	70,228	663,906
SOCCCD Educational Facilities Master Plan (2016)	1,400,000	-	25,849	237,682	226,973	728,970	180,526
SOCCCD FPP, IPP, 5 Year Plans (2013 & 2019)	1,350,000	9,637	26,664	173,310	-	3,174	1,137,215
SOCCCD Insurance Deductibles (2014)	900,000	400,000	-	500,000	-	-	-
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	1,265,000	797,600	130,751	99,810	30,200	98,836	107,803
SOCCCD Legal Counsel Facility Related Issues (2013)	863,000	185,974	52,705	(7,236)	6,104	47,606	577,847
SOCCCD Pension Rate Stabilization Program (2016)	39,700,000	27,100,000	12,600,000	-	-	-	-
SOCCCD Pre-Planning and Investigation (2015, 2018 & 2019)	1,181,140	181,644	53,797	370,230	-	8,896	566,573
SOCCCD Trustee Election/General Election Expense (2004 - present)	3,348,988	2,625,684	-	563,519	-	-	159,785
SOCCCD Retiree Benefits (2001 - present)	89,881,683	74,677,683	4,610,000	4,894,000	5,700,000	-	-
OTHER ALLOCATIONS TOTAL	149,194,811	107,395,518	17,735,812	9,732,049	6,229,559	1,429,030	6,672,843

BASIC AID PROJECT TOTALS	908,593,114	522,714,819	54,298,690	40,336,011	19,856,084	94,415,374	176,972,136
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Commitments	671,945,606	61,679,072	81,512,238				93,456,198
Cumulative Commitments	671,945,606	733,624,678	815,136,916				908,593,114
Receipts	694,282,935	72,940,087	80,300,099				85,727,097
Cumulative Receipts	694,282,935	767,223,022	847,523,121				933,250,218
Cumulative Expenses	522,714,819	577,013,509	617,349,520	637,205,604			637,205,604
Uncommitted Basic Aid Funds	171,568,116	190,209,513	230,173,601				24,657,104

	<i>Approved Amount</i>					<i>Receipts Change</i>	<i>Commitment Change</i>
Change from August 2019 Report:							
Total Change from August 2019 Report						-	-

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

In April 2008, the Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the period ending September 30, 2019 (EXHIBIT A).

For September, the portfolio was composed of 46.1% common stocks (domestic and international) and 53.9% fixed funds (bonds). The portfolio's performance increased 0.27%, ending with a fair market value of \$124,020,036 and an annualized return of 5.55% since inception.

October 14, 2019

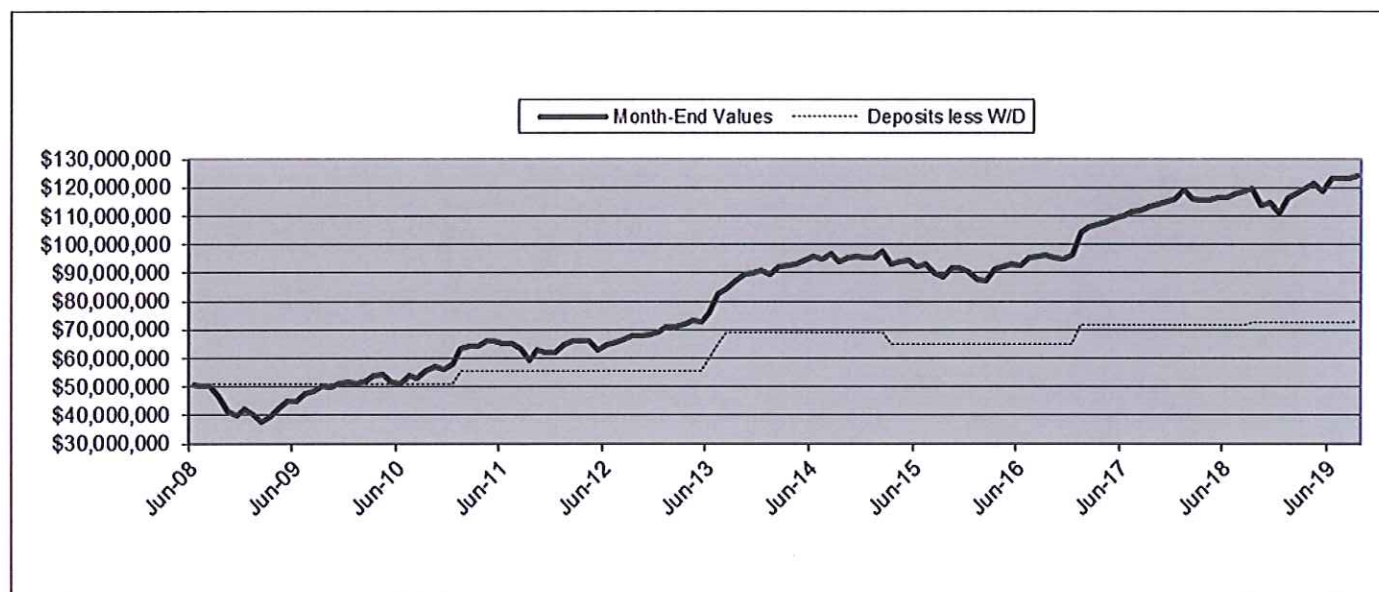
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

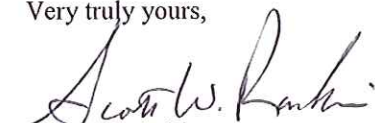
With a fair market value on September 30th of \$124,020,035.72 your portfolio's performance was up 0.27% for the month and up 5.55% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (46.1%) and fixed income funds (53.9%). It was designed to be invested over a long time frame. Total deposits in the amount of \$77,214,430.38 have been received since inception. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>September 2019</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	0.27%	11.36%	5.55% annualized return
S&P 500	1.87%	20.56%	10.12% (Domestic Stocks)
MSCI EAFE	2.87%	12.80%	2.52% (International stocks)
Barclays Aggregate	-0.53%	8.53%	4.21% (Domestic Bonds)
Barclays Global	-1.02%	6.30%	2.86% (Global Bonds)



Very truly yours,



Scott W. Rankin
Senior Vice President

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
June-17	\$ 6,876,878	\$ 71,676,602	\$ 110,063,884
June-18	\$ -	\$ 71,676,602	\$ 116,478,409
June-19	\$ -	\$ 72,729,695	\$ 123,157,480
July-19	\$ -	\$ 72,729,695	\$ 123,449,353
August-19	\$ -	\$ 72,729,695	\$ 123,206,435
September-19	\$ 484,735	\$ 73,214,430	\$ 124,020,036
	\$ 73,214,430		

TO: Board of Trustees
FROM: Kathleen F. Burke, Chancellor
RE: Pension Stabilization Trust Fund
ACTION: Information

BACKGROUND

In March 2016, the Board of Trustees authorized the District to join the California Public Entity Pension Stabilization Irrevocable Trust to set aside funds to offset the cost increases related to the STRS and PERS retirement systems pension liabilities. The trust was established with the Benefit Trust Company and Morgan Stanley as the registered investment advisor.

STATUS

This report is for the period ending September 30, 2019 (EXHIBIT A). The portfolio is composed of 15.0% equity funds and 85.0% fixed income mutual funds. The portfolio's performance for the quarter increased 1.20%, ending with a fair market value of \$30,690,094. The annualized return since inception is 3.33%. In this quarter, \$1,764,708 was withdrawn and transferred to the colleges and district services to offset increased pension costs.

October 14, 2019

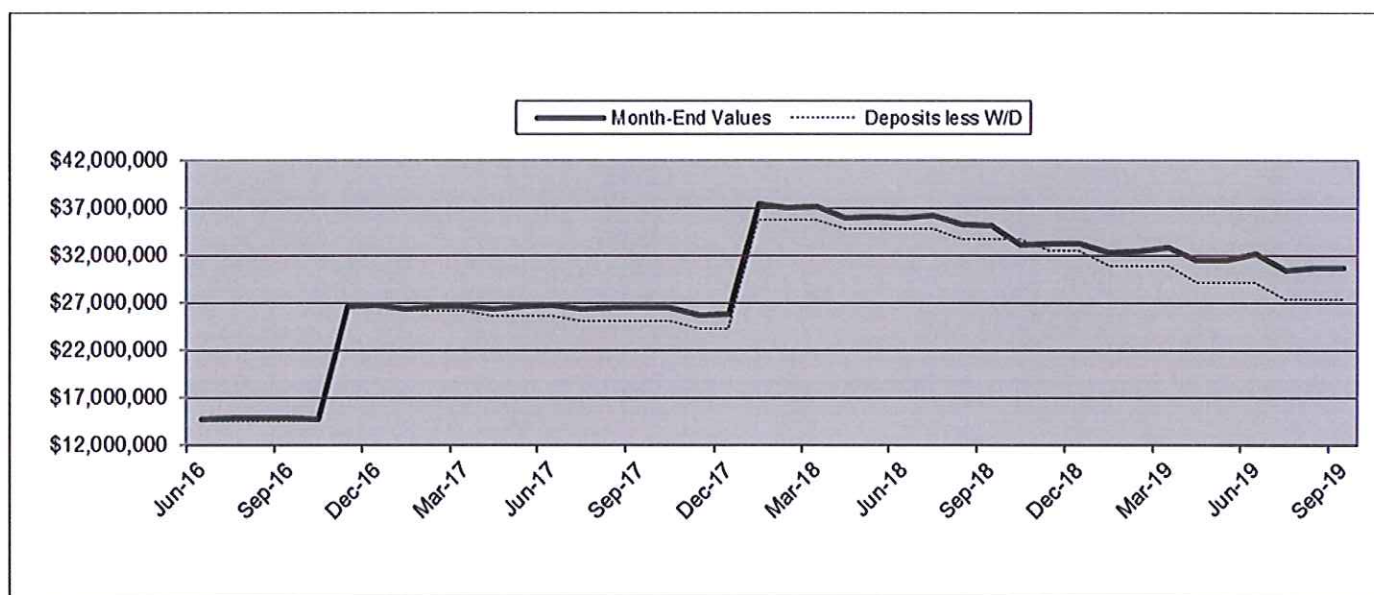
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Pension Stabilization Irrevocable Trust

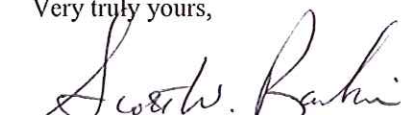
With a fair market value on September 30th of \$30,690,094.24 your portfolio's performance was up 1.20% for the quarter and up 3.33% on an annualized basis since the June 16, 2016 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (15.0%) and fixed income funds (85.0%). It was designed to be invested over an intermediate time frame. A total of \$39,700,000 has been deposited in various installments since the June 16, 2016 inception date, while \$12,304,389 has been withdrawn over time to fund pension contributions. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>3rd Quarter 2019</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD PST	1.20%	8.10%	3.33% annualized return
S&P 500	1.70%	20.56%	13.62% (Domestic Stocks)
MSCI EAFE	-1.07%	12.80%	8.01% (International stocks)
Barclays Aggregate	2.27%	8.53%	2.85% (Domestic Bonds)
Barclays Global	0.71%	6.30%	1.71% (Global Bonds)



Very truly yours,



Scott W. Rankin
Senior Vice President

Pension Stabilization Trust

EXHIBIT A
Page 2 of 2

Month - Year	Contributions	Contribution Total	Withdrawals	Ending Value
June-2016	14,500,000	14,500,000	-	14,633,971
September-2016	-	14,500,000	-	14,817,905
December-2016	12,600,000	27,100,000	407,038	26,758,346
March-2017	-	27,100,000	623,771	26,627,198
June-2017	-	27,100,000	476,582	26,672,038
September-2017	-	27,100,000	576,098	26,439,611
December-2017	-	27,100,000	788,093	25,829,514
March-2018	12,600,000	39,700,000	1,076,350	37,122,840
June-2018	-	39,700,000	1,025,678	35,977,782
September-2018	-	39,700,000	1,063,186	35,113,127
December-2018	-	39,700,000	1,205,047	33,205,615
March-2019	-	39,700,000	1,657,268	32,819,620
June-2019	-	39,700,000	1,640,570	32,089,876
September-2019	-	39,700,000	1,764,708	30,690,094

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Reports from Administration and Governance Groups

ACTION: None

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

Chancellor and College Presidents written reports are included with this item for information.

Speakers are limited up to two minutes each.

Saddleback College Academic Senate
Faculty Association
Irvine Valley College Academic Senate
Vice Chancellor, Technology & Learning Services
Vice Chancellor, Human Resources
Vice Chancellor, Business Services
Irvine Valley College Classified Senate
Saddleback College Classified Senate
California School Employees Association
Police Officers' Association



DATE: November 5, 2019
TO: Members of the Board of Trustees
FROM: Chancellor Kathleen F. Burke, Ed.D.
SUBJECT: District Services Report for November 18, 2019

Knock Out Breast Cancer

National Breast Cancer Awareness Month is in October and SOCCCD was proud to participate. On October 22, we encouraged staff to wear pink and pick up educational materials as a way to demonstrate our fight against



breast cancer. We came together throughout the day to enjoy pink treats, share breast cancer testimonials, and take shots at knocking down cancer. We appreciate all who participated. To learn more, we encouraged staff to visit www.komenoc.org or www.cancer.org for information about breast cancer prevention and treatment.

Veteran Leaders Innovation Conference



On Friday, November 1, Irvine Valley College hosted the Veteran Leaders Innovation Conference for regional leaders to learn about valuable tools, resources, and innovative ideas to implement in community college programs. Many thanks to Nancy Montgomery and her team for their leadership to host this very informative and engaging conference.

Orange County Teacher of the Year

On Friday, November 1, Dr. Stern and Dr. Vyskocil attended the Orange County Teacher of the Year ceremony to celebrate our faculty of the year nominees for Orange County Teacher of the Year at the Disneyland Hotel. Mike Hoggatt from Saddleback College and Ben Mis from Irvine Valley College were in the running amongst Orange County's leading educators. Congratulations to them both for the recognition and many thanks for all they do for students throughout the South Orange County Community College District.



IVC Town Halls

On November 4 and 5, Irvine Valley College Acting President Cindy Vyskocil and I hosted town hall meetings on campus, open to all faculty and staff. The town halls were structured to provide helpful updates about the search and selection process proposed for the next Irvine Valley College President. The town halls also served as an opportunity to openly dialogue about any questions or concerns in person. A list of questions and answers was captured, and led to a Frequently Asked Questions (FAQ) sheet that was shared with staff and faculty of the college.

Giving Wall

November marks a festive time of the year. As we approach several holidays this season and near the end of 2019, this could be a good time to reflect, show thanks, and give to others. Outside of my office, in the hallway, my staff created a “Thankful Wall” to allow anyone to jot a note about why they give thanks. The thankful wall will be up through the end of November. We are thankful for all the Trustees, faculty, and staff do to serve students in the South Orange County Community College District.

Veterans Day Commemoration

In honor of all the veterans who have served our country, the SOCCCD offices and colleges were closed on Monday, November 11. In commemoration of our student veterans, both campuses held events to pay tribute to veterans and also to build awareness around the programs and services offered on the campuses to support veterans in their education.

Visit with Congressman Levin at Saddleback College



On Thursday, November 7, I joined President Elliot Stern and Saddleback College VETS Coordinator/Counselor, Terence Nelson for a visit with Congressman Mike Levin. Congressman Levin met with us to talk about some of the issues his office has worked on to strengthen access to health care, improve education and resources for Veterans and their families, and streamline the process to help reintegrate Veterans into their communities. Congressman Levin took the time to meet with many student Veterans on campus and also took a brief tour of the Veterans Center to learn more about the services and programs

available to students in need. I am thankful to all of the staff who helped to make the visit possible and appreciative of our federal representatives who exhibit a deep passion to address the greatest needs of Veterans.



State Legislative Update

As a follow up to the presentations made by Strategic Education Services and Capital Advocacy Partners in October, the following is a state legislative update.

SENATE SELECT COMMITTEE ON PREPARING CALIFORNIA'S FUTURE WORKFORCE

The Senate Select Committee on Preparing California's Future Workforce held an informational hearing on the state's workforce deficit and skilled worker development. Panelists provided testimony on economic and labor issues that are currently hindering industry workers from obtaining higher paying jobs, necessary education or skills to gain promotion in their industries, or affordable housing to continue the work they are currently performing. Committee Chair Anna Caballero and Senator Steven Glazer were in attendance at the hearing. Testimony from the panelists showed the two main issues – workforce economics and affordable housing – continue to compound each other over time. More information can be found [here](#).

GOVERNOR SIGNS HIGHER EDUCATION LEGISLATION

Governor Newsom has signed several key pieces of higher education legislation, including the following significant bills:

Financial Aid:

AB 2 (Santiago) – Expansion of the California College Promise Program for all part-time students participating in the Disabled Student Programs and Services.

AB 943 (Chiu) – Allows community colleges to use Student Equity and Achievement funding for emergency financial assistance for qualifying students.

SB 354 (Durazo) – Expands eligibility of the CA DREAM loan program to students in professional and graduate degree programs.

Admissions:

AB 136 (Quirk-Silva), AB 697 (Ting) and AB 1383 (McCarty) – The three bills strengthen the admissions review process for higher education institutions, including the “admission by exception” system and any admissions gained from preferential treatment, and prevent any financial gain from admissions-related scandals.

Accountability:

AB 1340 (Chiu) – Requires Bureau for Private Postsecondary Education (Bureau) to analyze debt-to-income ratio for both the for-profit institutions and the programs they offer.

AB 1344 (Bauer-Kahan) – Strengthens authority of Bureau to increase state oversight of, or revoke authorization of, out-of-state institutions that enroll California students in online programs.

AB 1346 (Medina) – Expands access to Student Tuition Recovery Fund for those that experienced financial loss or debt from closure of schools.

Dual Enrollment:

AB 30 (Holden) – Extends the College and Career Access Pathways program for an additional five years, simplifies the enrollment process, and makes it easier for K-12 districts and community colleges to form partnerships.

AB 554 (Roth) – Simplifies process for adults in High School Equivalency programs to enroll in community college courses.


AB 586 (Roth) – Requires K-12 districts and community colleges to consult with local workforce development boards to ensure career technical education programs are aligned to regional and statewide needs.



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

FROM: Cindy Vyskocil, EdD, Acting President 

DATE: November 7, 2019

SUBJECT: President's Report for the November 18, 2019 Board of Trustees Meeting

Faculty and Staff Engagement

Faculty and Research Teams Present at the 2019 Strengthening Student Success Conference

Faculty Rebecca Kaminsky, Robert Melendez, Jeff Wilson and Summer Serpas; and Researchers Loris Fagioli and Vinh Nguyen, presented during the 2019 Strengthening Student Success Conference which took place October 9-11 in Burlingame, CA. Topics presented included early interventions to keep students on track in their academic career, supporting the success of adult ESL students, implementation of AB 705, and taking steps to prevent students from being under-placed in classes that are below transfer-level.

First Gathering for Good

On October 29, faculty, staff and administrators joined together at Angelina's Pizzeria Napoletana for the college's first Gathering for Good in support of IVC's Food Resource Center. The event raised close to \$900 and benefited the IVC Food Resource Center, a campus-wide initiative designed to offer free, confidential services aiming to provide all registered students with the appropriate resources to manage a sufficient, healthy diet. The program provides short-term relief and offers referrals for additional community support and ongoing assistance with food insecurity.

Recognizing our Veterans and Work on Their Behalf



Veterans Club members Volunteer during the 2019 Orange County Ronald McDonald House Trunk-or-Treat Event

Members of IVC's Veterans Club volunteered their time on October 25 to help out during the 2019 Orange County Ronald McDonald House Trunk-or-Treat event. The club donated candy and decorations and assisted in fun activities designed for the kids. Trunk-or-Treat is a way for families with critically ill children to get outside on Halloween and have some fun in a safe environment.

IVC Assistant Dean of Health, Wellness and Veterans Services nominated for Veterans Hero Awards

Nancy Montgomery, Assistant Dean of Health, Wellness and Veterans Services, was nominated for a Veteran Advocate or Mentor Award for the Veterans Hero Awards on November 3. Nancy has been an advocate for veterans who not only attend IVC, but community colleges all over the state. Her advocacy efforts include testifying before state legislators regarding the needs of veterans transitioning out of the military and into civilian life, and educating community leaders about the special needs of student veterans. She has also been successful in securing funding to expand services for student veterans on campus. Please join us in congratulating Nancy Montgomery for this well-deserved nomination.



Veteran Leaders Innovation Conference

On October 30, Veterans Services held the Veteran Leaders Innovation Conference in the PAC. The event focused on innovative and creative means of supporting and assisting our veterans within our 114 Community College Veteran Resource Centers (VRCs). Information was shared in areas of mental health and well-being. The focus was building strength and sharing best practices for our VRCs across the State with the new data our IVC Innovation grant obtained last year and will continue to obtain for the next two years. A binder with templates, resources and innovation ideas was provided to each attendant to take back to their respective colleges for implementation. Featured guest speakers were Mitchell J. Seal, EdD, Chief Academic Officer and founding Dean of the College of Allied Health Sciences (CAHS) and Colonel Martin Spann, US Army Reserve (Retired).

Veterans Day Commemoration

On November 6, IVC held its annual Veterans Day commemoration event. Students, faculty, staff, and guests gathered in the SSC lobby to honor IVC veterans and all who have served in the United States military. Guest speaker, Colonel Denton Knapp, US Army (Retired) and Director of Veteran Services at the Tierney Center in Orange County, spoke about his time in the military.

Counselor Accolades

Counselors Receive Orange County Community College Counselor Award

Counselors Cindy Voss and Fritzie Canas were the recipients of the Orange County Community College Counselor Award. They were presented with a plaque on October 11 during the Orange County Career Education Community College Network meeting held at IDEA and were showcased on November 7 during the Orange County Counselor Symposium. Voss and Canas were two of five awardees in the Orange County Region. Congratulations to both for their service and commitment to IVC students.

IDEA Update Manufacturing Day at ATEP

On October 25, IDEA at ATEP participated in Vital Link's Orange County Manufacturing Month celebration by hosting over 70 students from El Modena and El Toro High Schools. Counselor Vanessa Ortega presented information to the students about the admissions process and the services that are available to them at the Counseling and Career Centers. Student club representatives Armando Alcantara, Michael Franklin and Kian Orr from ASEC (Applied Science & Engineering Club) were on hand to introduce their club and answer any student life questions the high school students had. Professors Brett McKim, Design Model Making & Rapid Prototyping, Ray Chandos, Electronic Technology, and Matt Wolken, Engineering & Drafting Technology, presented information on their respective programs and hosted two breakout sessions each where the students were invited into the labs to see and demo equipment. The students walked away with smiles, IVC swag and lots of information on all the great manufacturing related programs we offer. Thank you to Dean Debbie Vanschoelandt; Interim Director of Economic and Workforce Development, Roopa Mathur; and all the staff who were present physically and in spirit to support this amazing event.



Career Edge Workshop

On October 5, Roopa Mathur, Interim Director of Economic and Workforce Development, instructed a workshop during the Career Edge program. The workshop, Effective Business Communication, was designed to provide attendees with the skills they need to write and speak appropriately across generational, gender, age, and cultural differences in a business setting.

Community Engagement



3rd Annual Pinoy Piyesta

On October 26, ELEVATE AAPI @ IVC hosted the 3rd Annual Pinoy Piyesta at Live Oak Terraces. Nearly 400 people were in attendance including many students, community members, non-profit groups, and local businesses. Many local artists performed including slam poets, Joe Limer and the dynamic duo STEADY; a performance by UCI's Kababayan Cultural Dance Troop; Dynamic Filipino Acts from West Covina's Allure Entertainment; and student performances from IVC, Palomar, and OCC. ELEVATE AAPI @ IVC was awarded a City of Irvine Certificate of Recognition from Irvine Councilmember

Farrah Khan for hosting the PINOY PIYESTA and commemorating Filipino American History Month.

Fine Arts Update

Performing Arts Center hosted "A Comedy of Tenors"

Eight performances from October 24-November 3, were held in the PAC main auditorium showcasing the comedy farce produced by Theatre Chair, M. Scott Grabau and Directed by John Frederick Jones, with scenic design by Donald Formanek, and costume design by Nancy Bracken.

Student Life Update

15th Annual Fearfest: CarnEVIL Edition

On October 31, the Offices of Student Life and Equity hosted the 15th Annual Fearfest: CarnEVIL. Nearly 400 students attended this event to participate in carnival games, walk through an inflatable maze, and enjoy tradition carnival food including mini corndogs, caramel apples, funnel cake, and much more! Attendees were also invited to participate in three separate costume contests and a pumpkin pie eating contest. Top prize winners received a gift basket from the IVC Bookstore, while second and third place winners received gift cards from local restaurants and Dave and Busters. Several clubs were also in attendance including the Chess Team, Chi Tau Epsilon (XTE), ChemUnity, Applied Science and Engineering Club (ASEC), and AGORA.



Athletics Update

Women's Volleyball team wins 18 games in a row; sweeps Santiago Canyon

On October 30, IVC's top-ranking women's volleyball team swept Santiago Canyon in an Orange Empire Conference match at home improving their overall record to 18-0 and 11-0 in conference. The team has swept 10 opponents in a row and only dropped 3 of 57 sets all season. The win against Santiago Canyon marked their 32nd straight set win. Congratulations to the team on an excellent season. Go Lasers!



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Chancellor Kathleen F. Burke, Ed.D.

FROM: Dr. Elliot Stern, President

SUBJECT: Report for November 18, 2019 Board of Trustees Meeting

Design Phase of Gateway Building Nears Completion

The college is nearing completion of the design phase for its new Gateway Building, with a proposed design that is a radical departure from conventional student service centers and represents a highly effective collaboration of the college, the district and our architects, HED. Gateway features large, naturally-lit open spaces shared by multiple service areas, a "Genius Bar," and a two-story help desk. It will look more like an Apple store than a DMV. Its design will convey a sense of welcoming, belonging, and modernism. As the state has agreed to pay for half of the construction costs, schematics from the design phase must be approved before construction drawings can be completed by HED.

The Fall Season Yields a Published Book and Grant Award for Horticulture Program

The Orange County Farm Bureau presented a \$25,000 award to the Saddleback College Horticulture Program, and thanked the program for its efforts and good work in supporting the local agriculture industry. The gift will go toward improvements to the greenhouse and its misting equipment.

In other horticulture news, Professors Ken Lee and Robert Farnsworth have authored a book entitled *Introduction to Sustainable Horticulture Science*. Says Professor Lee, "Robert and I have been teaching Introduction to Horticulture Science for quite a while (more than seven years). Through the class, we have been emphasizing sustainability with horticulture. Unfortunately, we could not find a good, relevant textbook for sustainable horticulture as all other textbooks focused on ornamental horticulture. So, about two years ago, we decided to write our own textbook focusing on sustainable horticulture, such as, being organic or composting, etc.

"After a long, laborious period, finding time between classes and other college work, as well as the summer and winter break, we were able to complete our book. Our publisher, Kendall Hunt, has just released the first edition. Both Robert and I are very happy about the outcome of our efforts, and are looking forward to providing more relevant content in horticulture with sustainability, away from being ornamental. We hope our students will be more keen about the importance of being sustainable for our living environment."

VETS Program Update

On November 7 Congressman Mike Levin, a member of the House Veterans Affairs Committee, visited the campus and met with student veterans and district and college administrators and faculty to discuss veteran-related issues and ideas. Additional discussion topics with the congressman included the college's desire to win a Hispanic Serving Institution Grant next year, our response to removing

academic barriers, and our plan to develop more work-based learning opportunities for students.

The Veteran Student Council and VETS Program faculty installed the annual Field of Flags display on the quad for Veterans Week. The display included a flag to represent each of the 1,465 student veterans at Saddleback College in the 2018-2019 academic year.

On November 6 the college hosted the California Department of Veterans Affairs (CalVet) board meeting. This was the first board meeting held in Orange County for CalVet, which oversees all CalVet homes and programs for veterans, including state-administered veteran services.

Classified Senate Holds Annual Charity Drive for Student Veterans

The Classified Senate accepted food items, gift cards, and monetary donations for student veterans during the month of November. Prizes were awarded to the departments with the best collection box design, most creative box, most goods collected, and most money collected.

High School Counselors Day

The Counseling Division welcomed 74 area high school counselors at our college's annual High School Conference on October 23rd. This annual gathering allows for outstanding conversation and information sharing between our campus and our high school partners. Topics featured included: Promise, Transfer, Early College and a focus on Saddleback College's NSF STEM grant.

Saddleback Hosts Students Visiting from Japan

On Saturday, October 26, 28 paramedic students and 23 child care students from Iken University in Japan spent the day at Saddleback College. Paramedic instructor Patti Gleed shared with the students the scope, roles and responsibilities of paramedics in the United States, and the contrast to the role of paramedics in Japan.

Assistant Police Chief Mike Betzler described the coordination that is necessary between all first responders including fire, police and paramedics in response to a mass casualty (active shooter) event. Officer Ryan Maligie provided support and was able to share with the students the variety of gear that a police officer who is a member of a rescue task force carries with them every day. Several paramedics worked with the Iken Students in a simulated response to an active shooting event.

Meanwhile, child development instructors Mary Homma and Michele Wolf presented a variety of topics related to child care and safety, including nutrition, choking, signs of abuse, CPR, and responding to pediatric emergencies like bleeding, choking, anaphylaxis and seizures. The students had a terrific hands-on experience thanks to a great team effort!

Special thanks to tour presenters as well as Randy Hardick, Alicia Kirk, and Courtney Rice for their "behind the scenes" work that resulted in a great event!

Journalism Students Recognized for Excellence at Recent Competition

Saddleback College journalism students received awards for print and video at the Journalism Association of Community Colleges SoCal Conference at Cal State Fullerton on October 26.

Orange Appeal magazine's spring 2019 edition was recognized for General Excellence, while the OC News Team's Nicole Knight won first place for Webcast/Broadcast News and fourth for Video Journalism. Orange Appeal Editor in Chief Jemma Paradise's efforts in five categories garnered six individual awards

in addition to General Excellence recognition for the magazine in which she served as the sole staff member responsible for most of the publication's content and its entire design. Lariat Editor in Chief Nik Lamas-Richie won honorable mention in the on-the-spot opinion writing contest based on an impromptu topic chosen by JACC judges.

Awards:

- Webcast/Broadcast News – Nicole Knight – 1st
- Video Journalism – Nicole Knight – 4th
- General Excellence, Magazine – Orange Appeal Staff
- Magazine Cover Design - Jemma Paradise – 2nd
- Magazine Profile Article - Jemma Paradise – 2nd
- Magazine Design/Layout – Jemma Paradise – 4th
- Magazine News Feature - Jemma Paradise – Honorable Mention
- Magazine Photography - Jemma Paradise – Honorable Mention
- Magazine Photography - Jemma Paradise – Honorable Mention
- On-The-Spot Opinion Writing – Nik Lamas-Richie – Honorable Mention

Neda Sahranavard Named ESL Teacher of the Year

ESL faculty member Neda Sahranavard was named a Teacher of the Year by Teachers of English to Speakers of Other Languages (TESOL). She will be formally recognized at the annual TESOL 2020 International Convention in Denver in March 2020. More than 7,000 ESL faculty from all over the world attend the annual event.

Dr. Kevin O'Connor, dean of liberal arts, said of Neda, "Professor Sahranavard is a valued member of our ESL department and is a regular participant in college professional development initiatives and workshops. She serves as the ESL Department Representative on our Liberal Arts Student Success Committee and consistently exemplifies one of our division goals: that all communications be timely, responsive, and helpful. I am pleased that her TESOL colleagues have bestowed upon her this significant honor."

Medical Assistant Program Partners with Industry in Student Mock Interviews

Students in the Medical Assistant program benefited from a day of mock interviews on October 25. Students met with five different interviewers to get a range of experiences and questioning. Heather Nathan, an instructor in the program, conducted the interviews, along with physicians and directors from Pacific Foot and Ankle Center, Halcyon Dermatology, OC Weight Loss Center, and Housecall Doctors Medical Group. One of the students who participated – who is currently a medical assistant but came back through the program to get her clinical certificate – may have already landed a job because of the experience! In a post-interview evaluation of the mock interviews, the students said they felt more prepared and confident and were ready to interview for their externships.

Saddleback Students Triumph at Interior Design Charrette

On Saturday, November 2, Victoria Moore, Michelle Zoldano, and Stephanie Towers participated in the 2019 Student Design Charrette conducted by the International Interior Design Association, Southern CA Chapter at Gensler in Newport Beach. Six teams of four to five top students from various design programs in the region collaborated to develop and present a design solution for a given problem. Students didn't know each other before they started to work on the project. Each team had four and a half hours to develop the design concept and put the design board together, and only five minutes to

present their ideas to a panel of distinguished judges. At the end of the day, the first and second place winners were announced, and for the second year in the row, two Saddleback students were on the winning first and second place teams!

Victoria Moore is one of five students who placed first. Her winning team will be recognized and presented a \$10,000 award at the IIDA Calibre Design Awards in May 2020. They will be representing the IIDA SoCal Chapter at IIDA's Western Regional Charrette in April 2020 in Northern CA. Stephanie Towers will split \$4,000 award with her three teammates of the 2nd place team.

Stephanie Towers was selected as this year's NEWH Hospitality Industry Network Orange County scholarship recipient! She will be granted funds through Saddleback to apply toward school related debt. She is invited to attend the scholarship award dinner on Monday December 2 at the Shorebreak Hotel in Huntington Beach.

Fine Arts and Media Technology Update

Audiences loved *Peter and the Starcatcher*, which explores the backstories of iconic characters like Peter Pan, Tinkerbell, and Captain Hook. Performances were held the first two weekends of the month.

Cinema/Television/Radio instructor Maria Mayenzet reports that several alums of her acting for TV/film classes can now be seen on various programs:

Sarah Jose is an actor on Netflix's "Divos," "B2," and "Human Resources"

Natalee Linez appears on "Siren" on Disney's Freeform Channel

Kendall Wolford (pictured) is an actor on "Divos" and "Magic for Humans"

Peter Labor can be seen in "Muzo," "Buried in the Backyard," "Just Be," and "Bad Suns"

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'ES' or 'Elliot Stern', written in a cursive, stylized font.

Elliot Stern
President