



## Meeting of the Board of Trustees

**December 10, 2018**

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

The closed session meeting will consist of two locations. Trustee Marcia Milchiker will participate via teleconference pursuant to Government Code Section 54953(b).

**Primary Location:** Saddleback College Health Sciences/District Offices Building, Ronald Reagan Board of Trustees, Room HS 145, 28000 Marguerite Parkway, Mission Viejo, CA 92692.

**Teleconferencing Location:** Pursuant to Government Code Section 54953(b). This meeting will also be conducted by teleconference at the following location: Hotel Seoul, Chico St., Abacan Street and Aguinaldo Street, Clark Freeport Zone, Philippines, 2023.

Both closed session locations will be accessible to the public. Members of the public wishing to address the Board directly from either location prior to the meeting, will be allowed to do so during the public comment portion of the meeting.

### **1.0 PROCEDURAL MATTERS**

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

#### **1.2 Public Comments**

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

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

- 1.3 Consideration of Two Student Discipline Matters Pursuant to Education Code Section 72122.
- 1.4 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)
  - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (4 matters)
  - B. Public Employee Performance Evaluation (Government Code Section 54957(b): (7 matters)
    - 1. Assistant Dean of Career and Technical Education

2. Assistant Dean of Community Outreach and Recruitment
  3. Vice President of Community Education, Emeritus Institute, and K-12 Partnerships
  4. Dean of Enrollment Services
  5. Dean of Health Sciences, Kinesiology and Athletics
  6. Dean of Kinesiology and Athletics
  7. Vice Chancellor of Technology and Learning Services
- 1.5 Conference with Labor Negotiators (Government Code Section 54957.6)
- A. Faculty Association (FA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
  - B. Classified School Employees Association (CSEA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
  - C. Police Officers Association (POA)  
Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor of Human Resources
- 1.6 Conference with Real Property Negotiators (GC Section 54956.8)
- A. Agency Designated Negotiator: South Orange County Community College District – Ann-Marie Gabel, CPA, Vice Chancellor, Business Services (Seller)
- Lease of Property by District: Portion of Saddleback College site, 28032 Marguerite Parkway, Mission Viejo (Property) also known as ReNew at the Shops
- Negotiating Parties: FPA4 Promenade, LLC
- Under Negotiation: Instructions to designated negotiators will concern price and terms of payment for the ground lease of the identified property.
- 1.7 Conference with Legal Counsel (Government Code Section 54956.9)
- A. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) and paragraph (3) of subdivision (e) of Section 54956.9. (2 cases)
    1. Claim of V. James DeSimone, Esq. on behalf of Lisa Alvarez.  
The claim shall be available for public inspection pursuant to Section 54957.5.
  - B. Anticipated Litigation (Government Code Section 54956.9(d)(2) or (3).) (2 potential cases)

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



## 2.0 **PROCEDURAL MATTERS**

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

### 2.2 **Invocation**

Led by Trustee Tim Jemal

### 2.3 **Pledge of Allegiance**

Led by Trustee Dave Lang

### 2.4 **Administration of Oath of Office to Re-Elected Trustees**

To be administered by Trustee Tim Jemal

### 2.5 **Annual Organizational Meeting**

- A. Election of Officers
- B. Appointment of Secretary and Assistant Secretary
- C. Appointment of Trustee Representatives
- D. Establishment of Regular Meeting Dates
- E. Establishment of Agenda Planning Calendar
- F. Approval of Agenda Format

### 2.6 **Public Comments**

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

## 3.0 **REPORTS**

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

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

## 4.0 **DISCUSSION ITEMS**

### 4.1 None

## **5.0 CONSENT CALENDAR ITEMS**

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**  
Approve minutes of Regular Meeting held on November 19, 2018.
- 5.2 **Irvine Valley College: Curriculum Revisions for the 2019-2020 Academic Year**  
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2019-2020 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.3 **SOCCCD: Irvine Valley College Construction Defects, Performing Arts Center Project, Notice of Completion, Otero Construction, Inc.**  
Authorize filing the Notice of Completion for the Irvine Valley College Construction Defects, Performing Arts Center project to Otero Construction, Inc. for a final contract amount of \$638,269.
- 5.4 **SOCCCD: Irvine Valley College, Asian American Native American Pacific Islander Serving Institutions Program, Supplemental Grant FY 2018-2019.**  
Accept for Irvine Valley College the AANAPISI Program Supplemental Grant FY 2018-2019 award of \$50,556 from the U.S. Department of Education.
- 5.5 **Saddleback College and Irvine Valley College: Revised 2019-2020 Instructional Material/Laboratory Fees**  
Approve revised instructional material and laboratory fees for 2019-2020.
- 5.6 **Saddleback College and Irvine Valley College: Speakers**  
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.7 **Saddleback College: Revised Curriculum for the 2019-20 Academic Years**  
Approve the proposed curriculum changes for the 2019-20 academic year.
- 5.8 **SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Building Envelope Consultant Services, Walter P. Moore & Associates, Inc.**  
Approve the Building Envelope Consultant Services agreement with Walter P. Moore & Associates, Inc., for the Saddleback College Advanced Technology & Applied Science (ATAS) Building project, in the amount of \$133,020.
- 5.9 **SOCCCD: Trustees' Requests for Attending Conferences**  
Approve trustees' requests for attending conference(s).

- 5.10 **SOCCCD: Transfer of Budget Appropriations.**  
Ratify the transfer of budget appropriations as listed.
- 5.11 **SOCCCD: Budget Amendment: Adopt Resolution No.18-36 to Amend FY 2018-2019 Adopted Budget.**  
Adopt Resolution No. 18-36 to amend the budget as listed.
- 5.12 **SOCCCD: Purchase Orders and Checks.**  
Ratify the purchase orders and checks as listed.
- 5.13 **SOCCCD: Contracts.**  
Ratify contracts as listed.

## **6.0 GENERAL ACTION ITEMS**

- 6.1 **SOCCCD: Grant: Saddleback College Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Subaward Issuance to Community College of Baltimore County.**  
Approve Subaward agreement to Community College of Baltimore County under Saddleback College's National Science Foundation Cooperative Agreement award HRD-1834628 in the amount of \$733,795 for a period of September 1, 2018 through August 31, 2023.
- 6.2 **SOCCCD: Grant: Saddleback College Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Subaward Issuance to Growth Sector.**  
Approve Subaward agreement to Growth Sector under Saddleback College's National Science Foundation Cooperative Agreement award HRD-1834628 in the amount of \$2,746,291 for a period of September 1, 2018 through August 31, 2023.
- 6.3 **SOCCCD: Travel Contract for Study Abroad Program to Costa Rica for Saddleback College Students, American Institute for Foreign Study.**  
Approve the Saddleback College study abroad program to Costa Rica from July 29, 2019 to August 11, 2019, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with American Institute for Foreign Study for coordinating all travel agreements.
- 6.4 **SOCCCD: Travel Contract for Study Abroad Program to Salamanca, Spain for Saddleback College Students, Travel & Education.**  
Approve the Saddleback College study abroad program to Salamanca, Spain, February 15, 2019 to April 27, 2019, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.

- 6.5 **SOCCCD: Travel Contract for Study Abroad Program to Santander, Spain for Saddleback Students, Travel & Education.**  
Approve the Saddleback College study abroad program to Santander, Spain, July 1, 2019 to August 3, 2019, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.
- 6.6 **SOCCCD: Award of Contract for Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services at Saddleback College, Veolia Energy Operating Services, LLC.**  
Approve the award of contract to Veolia Energy Operating Services, LLC to provide Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services at Saddleback College for a cost not to exceed \$6,026,590 for a contract period of January 1, 2019 through December 31, 2023.
- 6.7 **SOCCCD: Adopt Resolution No. 18-37, Authorizing Snap-On Industrial Equipment as the Single Source Standard for Procurement for the National Coalition of Certification Centers Certification Program.**  
Adopt Resolution No. 18-37 authorizing Snap-On Industrial Equipment as the single source standard for procurement for the National Coalition of Certification Centers certification program.
- 6.8 **SOCCCD: Agreement for the Operations of Before and After School and Summer Enrichment, Activities, and Camps Program, Amendment No. 01, Capistrano Unified School District.**  
Approve Amendment No. 01 with Capistrano Unified School District for a three-year total of \$260,000 for facilities use from July 1, 2018 to June 2021.
- 6.9 **SOCCCD: Award of Contracts to a pool of Legal Services Firms and appoint Randy Erickson from Erickson Law Firm as General Counsel.**  
Approve the award of contract to Erickson Law Firm to provide General Counsel Legal Services and further approve the award of contracts to the firms identified in the pool of legal firms to assist the District on an as needed basis at the various rates negotiated for each of the contracts for a period of January 1, 2019 through December 31, 2021 with two (2) one year extensions.
- 6.10 **SOCCCD: Award of Contract for Security Services at Advanced Technology and Education Park, Absolute International Security, Inc.**  
Approve the award of contract to Absolute International Security, Inc. to provide Security Services at Advanced Technology and Education Park, for a cost not to exceed \$706,163.74 for a contract period of January 1, 2019 through December 31, 2023.
- 6.11 **SOCCCD: Award of Contract for External Evaluation of the Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Cooperative Agreement, SRI International.**  
Approve the award of contract to SRI International to provide External

Evaluation Services of the Collaborative Research: National Science Foundation INCLUDES Alliance: STEM Core Expansion Cooperative Agreement for a cost not to exceed \$794,085 for a contract period of December 11, 2018 through August 31, 2023.

- 6.12 **SOCCCD: Board Policy Revision: BP-110 Code of Ethics–Standards of Practice, BP-120 Regular Meetings of the Board, BP-160 Personal Use of Public Resources, BP-1500 Naming of College Facilities, BP-2100.1 Delegation of Authority to the Academic Senate, BP-2100.2 Role and Scope of Authority of the Academic Senates, BP-3530 Compliance with Payment Card Industry Data Security Standards (PCI-DSS), BP-4002 Job Specifications and Authorized Positions, BP-4021 Classified Managers, BP-4077 Excused Absence (Without Loss of Pay), BP-4201.4 Reclassification of Classified Personnel, BP-5300.5 Grade Changes, BP-5607 Nonresident Student Tuition, BP-158 Political Activity of Board Members.**

Approve board policies as listed.

- 6.13 **SOCCCD: Board Policy Revision: BP-3700 Instructional and Course Materials Fees, BP-4010 Commitment to Diversity, BP-4018 Alcohol and Controlled Substances Testing, BP-4054 Political Activity of Employees, BP-4055 Academic and Business Hours for District and College Facilities, BP-4072 Domestic Partners, BP-4109 Transfer of Sick Leave for Academic and Classified Personnel, BP-4210 Employee Outstanding Service Awards, BP-4700 Whistleblower Protection, BP-5500 Student News Media, BP-6114 Contract Education.**

Accept for review and study board policies as listed.

- 6.14 **SOCCCD: Approval of Agreement for HR/ Financial Software System, Workday, Inc.**

Approve the Master Services Agreement with Workday, Inc. for Human Resource and Financial Software Systems in the amount of \$585,901 per year for a total amount not to exceed \$2,929,505 for a five-year term effective January 28, 2019.

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

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

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

Ratify Academic Employee Personnel Actions, Additional Compensation: Canvas Conversion-General Fund.

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

Ratify New Personnel Appointments, Authorization to Establish and Announce a Classified Position(s), Reorganization/Reclassification, Change of Status, Out of

Class Assignments for Positions that are Vacant During Recruitment for Permanent Appointments, Out of Class Assignments for Positions that are Temporarily Available Due to Leaves of Absence, etc., Resignation/Retirement/ Conclusion of Employment.

- 6.18 **SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items**  
Ratify Non-Bargaining Unit Employee Personnel Actions, Volunteers, Authorization to Revise the Classified Temporary Non-Bargaining Unit Salary Schedules.
- 6.19 **SOCCCD: Employment Agreement – Dr. Elliot Stern, President - Saddleback College**  
Ratify the appointment of Dr. Elliot Stern to the position of President – Saddleback College.
- 6.20 **SOCCCD: Final Action in Public Session – Irvine Valley College Student Discipline.**  
Pursuant to Education Code section 72122, following consideration in closed session, the Board of Trustees will take final action in public session regarding a recommendation for expulsion of a student.
- 6.21 **SOCCCD: Final Action in Public Session – Irvine Valley College Student Discipline.**  
Pursuant to Education Code section 72122, following consideration in closed session, the Board of Trustees will take final action in public session regarding a recommendation for expulsion of a student.

## **7.0 REPORTS**

- 7.1 **SOCCCD: California Community Colleges Chancellor's Office Vision for Success Update**  
Update from the State Chancellor's Office on local goal-setting guidance and the major steps in the process during 2018-2019.
- 7.2 **SOCCCD: List of Board Requested Reports**  
Status of board requested reports from the South Orange County Community College District Board of Trustees.
- 7.3 **Saddleback College and Irvine Valley College: Speakers**  
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.4 **SOCCCD: Staff Response to Public Comments from Previous Board Meeting**  
None
- 7.5 **SOCCCD: Facilities Plan Status Report.**  
Status of current construction projects.

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

The reports display the adopted budget, revised budget and transactions through November 30, 2018.

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

Report for period ending October 31, 2018.

**8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

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

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

**9.0 ADDITIONAL ITEMS**

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

**TO:** Board of Trustees

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

**RE:** SOCCCD: Annual Organizational Meeting

**ACTION:** Approval

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### **BACKGROUND**

The provisions of Education Code Section 72000 require the Governing Board of each school and community college district to hold an Annual Organizational Meeting within a prescribed 15-day period. The Orange County Department of Education notified South Orange County Community College District that the 15-day period for 2018 is December 7 through December 21, 2018.

### **STATUS**

This year, the Annual Organizational Meeting of the Board of Trustees will be held on December 10, 2018, for the purpose of electing officers of the Board (Exhibit A), appointing a secretary and an assistant secretary of the Board (Exhibit B), appointing Trustee representatives to various committees and organizations (Exhibit C), establishing regular Board meeting dates and times (Exhibit D) establishing an agenda planning calendar (Exhibit E), and approving the Board meeting agenda format (Exhibit F).

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees take separate action on Exhibits A through F in order to comply with the requirements of the Annual Organizational Meeting.





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

### **ANNUAL ORGANIZATIONAL MEETING OF THE BOARD OF TRUSTEES**

**DECEMBER 10, 2018**

RONALD REAGAN BOARD OF TRUSTEES ROOM, ROOM 145, HEALTH  
SCIENCES/DISTRICT OFFICES BLDG.

SADDLEBACK COLLEGE, 28000 MARGUERITE PARKWAY, MISSION VIEJO, CA 92692

### **AGENDA**

#### **CALL TO ORDER OF ANNUAL ORGANIZATIONAL MEETING**

##### **1. ANNUAL ORGANIZATIONAL MEETING**

It is recommended that the board take action on each of the items in Exhibits A through F in order to comply with the requirements of the Annual Organizational Meeting.

EXHIBIT A. Election of Officers

EXHIBIT B. Appointment of Secretary and Assistant Secretary

EXHIBIT C. Appointment of Trustee Representatives

EXHIBIT D. Establishment of Regular Meeting Dates and Times

EXHIBIT E. Establishment of Agenda Planning Calendar

EXHIBIT F. Approval of Agenda Format

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**ELECTION OF OFFICERS OF THE BOARD OF TRUSTEES**

It is recommended that the board nominate and elect a president, vice president and clerk to a term of office extending until the date of the next annual organizational meeting.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**APPOINTMENT OF SECRETARY AND ASSISTANT SECRETARY  
TO THE BOARD OF TRUSTEES**

It is recommended that Kathleen F. Burke be appointed to the office of Secretary, and that Ann-Marie Gabel be appointed to the office of Assistant Secretary.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**APPOINTMENT OF TRUSTEE REPRESENTATIVES FOR 2018**

1. Representative to the Nominating Committee to elect members to serve on the Orange County Committee on School District Organization (1) and Alternate Representative (1)
2. District's Political Action Representative to the Orange County School Boards Association (1)
3. Representative to the Orange County Legislative Task Force (1) and Alternate Representative (1)
4. Representative to the SOCCCD Audit Committee to serve on the Pre-Audit and Exit Meetings, Chair (1) and Representatives (2)
5. Representatives to the Irvine Valley College Foundation (1) and Saddleback College Foundation (1)
6. Representatives to the Board of Trustees Board Policy Subcommittee, Chair (1) and Representatives (2)

## REGULAR MEETINGS OF THE BOARD OF TRUSTEES

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Ronald Reagan Board of Trustees Room, Room 145  
Health Sciences/District Offices Bldg.,  
Saddleback College

### January 2019 through December 2019

TUESDAY, JANUARY 22

MONDAY, FEBRUARY 25

MONDAY, MARCH 25

MONDAY, APRIL 22

MONDAY, MAY 20

MONDAY, JUNE 24

MONDAY, JULY 29

MONDAY, AUGUST 26

MONDAY, SEPTEMBER 23

MONDAY, OCTOBER 28

MONDAY, NOVEMBER 18

MONDAY, DECEMBER 16  
(Regular and Organizational Meeting)

**Unless otherwise posted, the time of Board of Trustees' meetings will be as follows:**

Open Session convened, followed by adjournment to Closed Session	5:00 p.m.
Open Session reconvened	6:30 p.m.
Adjournment	9:00 p.m.

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**2019 BOARD AGENDA PLANNING CALENDAR**

<b>PROPOSED BOARD MEETING DATES</b>	<b>ITEMS FOR CONSIDERATION</b>
Presented throughout the year as needed	Academic Senate Curriculum Review <b>(shared item)</b>
Tuesday, January 22	CCCT Nomination Nonresident Fees Probationary Faculty Evaluations <b>(closed session)</b> Sabbatical Leave Recommendations
<b>Special Meeting in January/February</b>	Board Education Workshop
Monday, February 25	Community Education Programs, Summer Sessions <b>(shared item)</b> IVC and SC Foundation Financial Reports <b>(Information/shared presentation)</b> Probationary Faculty Contract Review/Renewal
Monday, March 25	Academic Calendar <b>(review and study)</b> CCCT Election
Monday, April 22	Academic Calendar <b>(approval)</b> Resolution for Classified Employees Week Resolutions for Professors of the Year <b>(from both colleges)</b> 2018-19 Child Development Center Fees
Monday, May 20	Adoption of Tentative IVC and SC Student Government Budgets <b>(shared presentation)</b> Adoption of EEO Plan Basic Aid Allocation Recommendation <b>(presentation)</b> Resolutions for Outstanding Classified Employee Service Awards Records Destruction
<b>Special Meeting in June</b>	Board of Trustees' Retreat (Self-Evaluation)
Monday, June 24	Adoption of Tentative District Budget <b>(presentation)</b> Community Education Programs, Fall Semester <b>(shared item)</b> Five-Year Construction Plan <b>(approval)</b> Gann Limitation Worksheet
<b>Special Meeting in July</b>	Chancellor Evaluation
Monday, July 29	
Monday, August 26	Adoption of Final District Budget <b>(presentation)</b> Adoption of Final IVC and SC Student Government Budgets <b>(shared presentation)</b>
Monday, September 23	Biennial Ethics Training/Annual Trustee Compensation and Travel Student Success Scorecard for Community Colleges <b>(shared presentation)</b>
Monday, October 28	2019-2020 Full-Time Faculty Position Request List  Educational Master and Strategic Plans EMSP and Vision for Success <b>(shared item)</b> Integrated Plan for SEP/SSSP/BSI <b>(shared item)</b>
<b>Special Meeting in October</b>	Board Education Workshop

**Exhibit E**

Monday, November 18	Acceptance of District Audit Report Chancellor and Presidents Present Evaluations of Academic Administrators <b>(closed session)</b> Community Education Programs, Spring Semester <b>(shared item)</b> District-wide Strategic Plan Annual Progress Report <b>(Information/shared item)</b>
Monday, December 16	Board of Trustees Organizational Meeting Consideration of Administrators' Contract Renewal Instructional and Student Material/Lab Fees, Summer, Fall and Spring Semesters <b>(shared item)</b>



## Meeting of the Board of Trustees

[insert date here]

### 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

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

#### 2.0 PROCEDURAL MATTERS

##### 2.1 Actions Taken in Closed Session

##### 2.2 Invocation

##### 2.3 Pledge of Allegiance

##### 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 two minutes each.***



### **3.0 REPORTS**

#### **3.1 Oral Reports: Speakers are limited 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 Requests for Reports

### **4.0 DISCUSSION ITEMS**

#### **4.1 Scheduled Discussion Item**

#### **4.2 Additional Discussion Item**

### **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 Minutes**

#### **5.2 Resolutions**

#### **5.3 Other Consent Items**

### **6.0 GENERAL ACTION ITEMS**

#### **6.1 Academic Personnel Actions**

#### **6.2 Classified Personnel Actions**

#### **6.3 Other Action Items**

### **7.0 REPORTS**

#### **7.1 Staff response to public comments from the previous board meeting**

#### **7.2 Information Reports**

### **8.0 WRITTEN REPORTS**

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

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

**9.0     ADDITIONAL ITEMS**

- 9.1     Items submitted for Board approval after docket deadline.

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

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

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Minutes from:

November 19, 2018 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING  
November 19, 2018**

**PRESENT**

Members of the Board of Trustees:

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

**ABSENT**

David B. Lang, Member

**Administrative Officers:**

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

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

The closed session meeting will consist of two locations. Trustee Dave Lang will participate via teleconference pursuant to Government Code Section 54953(b).

**Primary Location:** Saddleback College Health Sciences/District Offices Building,  
Ronald Reagan Board of Trustees, Room HS 145, 28000 Marguerite Parkway,  
Mission Viejo, CA 92692.

**Teleconferencing Location:** Pursuant to Government Code Section 54953(b). This  
meeting will also be conducted by teleconference at the following location: 4340  
Camino Madera, Sarasota, FL, 94238.

Both closed session locations will be accessible to the public. Members of the public wishing to address the Board directly from either location prior to the meeting, will be allowed to do so during the public comment portion of the meeting.

**1.0 PROCEDURAL MATTERS**

**1.1 Call to Order**

**1.2 Public Comments**

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

There were no public comments.

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

**1.3 Consideration of Action on Student Matters Pursuant to Education Code Section 72122: (1) Student Expulsion**

**1.4 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).) (4 matters)**

A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).) (4 matters)

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

A. Faculty Association (FA)

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

B. Classified School Employees Association (CSEA)

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

C. Police Officers Association (POA)

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

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

A. Lease of Real Property:

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

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

**Negotiating Parties: FPA4 Promenade, LLC**

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

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

- A. Anticipated Litigation (Government Code Section 54956.9(d)(2) and (e)(2)) (2 potential cases)

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

**2.0 PROCEDURAL MATTERS**

**2.1 Actions Taken in Closed Session**

The board took action on two matters in closed session.

1. See agenda item 6.16 for action taken.
2. The board took action to dismiss a Financial Aid Specialist. The roll call vote was as follows: 7 ayes, 0 nays, 0 abstentions.

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

There were no public comments.

**4.0 DISCUSSION ITEMS**

- 4.1      SOCCCD: State Legislative and Advocacy Overview  
            A brief overview of legislative and advocacy efforts on the state-wide level  
            will be presented on behalf of the district and colleges.

Item 4.1

PowerPoint Presentation

Dale Shimasaki, CEO from Strategic Education Services, gave a brief overview of the legislative and advocacy efforts on the state-wide level on behalf of the district and colleges.

**3.0      REPORTS**

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

A.      Board Reports

B.      Chancellor's Report (Written Report included)

Written Report

C.      College Presidents' Reports (Written Reports included)

Irvine Valley College Written Report

Saddleback College Written Report

D.      Associated Student Government Reports (Written Report included)

E.      Board Request(s) for Reports

**5.0      CONSENT CALENDAR ITEMS**

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

On a motion made by Trustee Whitt and seconded by Trustee Wright, the balance of the consent calendar was approved on a 6-0 vote with Trustee Lang absent.

- 5.1      SOCCCD: Board of Trustees Meeting Minutes.  
            Approve minutes of a Regular Meeting held on October 29, 2018.

Item 5.1  
Exhibit A

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

Approve the proposed curriculum changes for the 2018-19 academic year at Saddleback College and the proposed curriculum changes for the 2019-20 academic year.

Item 5.2  
Exhibits A-C

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

Item 5.3  
Exhibit A

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

- 5.4 Saddleback College and Irvine Valley College: Spring 2019 Community Education Programs.  
Approve Community Education courses, presenters, and compensation for Spring 2019.

Item 5.4  
Exhibits A-B

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

Item 5.5  
Exhibit A

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

Item 5.6  
Exhibits A-B

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

Item 5.7  
Exhibit A

- 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.18-34 to Amend FY 2018-2019 Adopted Budget.  
Adopt Resolution No. 18-34 to amend the budget as listed.

Item 5.9  
Exhibit A

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

Item 5.10  
Exhibits A-C

- 5.11 SOCCCD: Contracts.  
Ratify contracts as listed.

Item 5.11  
Exhibits A-B

**6.0 GENERAL ACTION ITEMS**

- 6.1 SOCCCD: Adopt Resolution No. 18-30, Election to Become Subject to the California Uniform Public Construction Cost Accounting Act, Delegating Authority to the Chancellor or Emergency Designee to Take Emergency Actions without Bidding and Resolution No. 18-31, Enacting Informal Bidding Procedures Under the California Uniform Public Construction Cost Accounting Act.  
Adopt Resolution No. 18-30, electing to become subject to the California Uniform Public Construction Cost Accounting Act, and delegating authority to the Chancellor or emergency designee to take emergency actions without bidding. Further, it is also recommended that the Board of Trustees adopt Resolution No. 18-31, authorizing the adoption of the California Uniform Public Construction Cost Accounting Act and use of the alternative bidding procedures permitted under CUPCCAA.

Item 6.1  
Exhibits A-D

On a motion made by Trustee Prendergast and seconded by Trustee Jay, this item was approved on a 6 - 0 vote with Trustee Lang absent.

- 6.2 SOCCCD: Board Policy 2100 – Delegation of Authority to the Chancellor  
Approve revisions to Board Policy 2100 – Delegation of Authority to the Chancellor as presented.

Item 6.2  
Exhibit A

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

- 6.3      SOCCCD: Acceptance of the District, Saddleback College Foundation, Irvine Valley College Foundation, and ATEP Foundation Annual Audit Reports and SOCCCD Foundation Annual Review Report for FY 2017-2018.

Accept the District, the Saddleback College Foundation, the Irvine Valley College Foundation, and the ATEP Foundation audit reports, and the SOCCCD Foundation review report for FY 2017-2018 as presented.

Item 6.3  
Exhibits A-E

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

- 6.4      SOCCCD: Board of Trustees Board Policy Subcommittee.  
\_\_\_\_\_ Approve Board Policy Subcommittee consisting of three board members to review and propose board policies.

Item 6.4

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

- 6.5      SOCCCD: Renewal of Subscription as a Service Agreement for Managed Service Provider, Red Canary, Inc.  
\_\_\_\_\_ Approve the subscription as a service agreement with Red Canary Inc., for a five (5) year term contingent to funding, at a cost of \$152,100 per year with an option to add up to 30% additional true up subscriptions over the remainder of the four (4) year term and the cost to be prorated at per unit price of the agreement.

Item 6.5  
Exhibit A

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

- 6.6      SOCCCD: Adopt Resolution No. 18-32: Declaration of an Emergency Situation Regarding the Failure of a Cooling Tower at Irvine Valley College, ACCO Engineered Systems.  
\_\_\_\_\_ Adopt Resolution No. 18-32, Declaration of an Emergency Situation Regarding the Failure of a Cooling Tower at Irvine Valley College and ratify the contract with ACCO Engineered Systems in the amount of \$17,653 for repairs.

Item 6.6  
Exhibits A-C

On a motion made by Trustee Milchiker and seconded by Trustee Prendergast, this item was approved on a 6 - 0 vote with Trustee Lang absent.

- 6.7      SOCCCD: Adopt Resolution No. 18-33, Conflict of Interest – Updated  
\_\_\_\_\_Biennial Code Review and Amendment.  
Adopt Resolution No. 18-33 and approve the revised Conflict of Interest  
Code, subject to the review and approval by the Orange County Board of  
Supervisors.

Item 6.7  
Exhibit A

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

- 6.8      SOCCCD: Board Policy Revision: BP-110 Code of Ethics–Standards of  
\_\_\_\_\_Practice, BP-120 Regular Meetings of the Board, BP-160 Personal Use  
of Public Resources, BP-1500 Naming of College Facilities, BP-2100.1  
Delegation of Authority to the Academic Senate, BP-2100.2 Role and  
Scope of Authority of the Academic Senates, BP-3530 Compliance with  
Payment Card Industry Data Security Standards (PCI-DSS), BP-4002  
Job Specifications and Authorized Positions, BP-4021 Classified  
Managers, BP-4077 Excused Absence (Without Loss of Pay), BP-4201.4  
Reclassification of Classified Personnel, BP-5300.5 Grade Changes, BP-  
5607 Nonresident Student Tuition.  
Accept for review and study board policies as listed.

Item 6.8  
Exhibits A-M

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

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

Item 6.9  
Exhibits A-N



On a motion made by Trustee Milchiker and seconded by Trustee Wright, the item was divided. BP 158 was pulled from the list of board policies. The motion passed on a 6 - 0 vote with Trustee Lang absent.

On a motion made by Trustee Milchiker and seconded by Trustee Jay, BP 158 was tabled. The motion passed on a 6 - 0 vote with Trustee Lang absent.

On a motion made by Marcia Milchiker and seconded by James R. Wright, the balance of the item was approved on a 6 - 0 vote with Trustee Lang absent.

- 6.10     SOCCCD: Academic Employee and Classified Administrator Personnel  
             Actions – Regular Items.  
             Ratify Academic Employee and Classified Administrator Personnel  
             Actions.

Item 6.10  
Exhibits A-B

On a motion made by Trustee Milchiker and seconded by Trustee Jay, this item was approved on a 6 - 0 vote with Trustee Lang absent.

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

Item 6.11  
Exhibit A

On a motion made by Trustee Prendergast and seconded by Trustee Milchiker, this item was approved on a 6 - 0 vote with Trustee Lang absent.

- 6.12     SOCCCD: Classified Personnel Actions – Regular Items.  
             Ratify Classified Employee Personnel Actions.

Item 6.12  
Exhibit A

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

- 6.13     SOCCCD: Adjustment to Y Salary Schedule (2018 - 2019).  
             Approve the increase to the Y Salary Schedule for 2018 – 2019.

Item 6.13  
Exhibit A

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

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

Item 6.14  
Exhibits A-B

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

- 6.15     SOCCCD: Adjustment to the Police Officers Association (POA) Salary Schedule 2018-2021.  
\_\_\_\_\_ Approve revision to the Police Officers Association Salary Schedule, to be effective July 1, 2018.

Item 6.15  
Exhibits A-B

On a motion made by Trustee Prendergast and seconded by Trustee Jay, this item was approved on a 6 - 0 vote with Trustee Lang absent.

- 6.16     SOCCCD: Final Action in Public Session – Irvine Valley College Student Discipline.  
\_\_\_\_\_ Pursuant to Education Code section 72122, following consideration in closed session, the Board of Trustees will take final action in public session regarding a recommendation for expulsion of a student.

Item 6.16

On a motion made by Trustee Prendergast and seconded by Trustee Wright, the board accepted in closed session a recommendation of a Disciplinary Hearing Panel for expulsion of an Irvine Valley College student pursuant to Board Policy and Administrative Regulation 5401, and that the Board hereby does expel the student, effective immediately, and directs the chancellor or designee to notify the student of the Board's action. The item was approved on a 6-0 vote with Trustee Lang absent.

**7.0     REPORTS**

- 7.1     Saddleback College and Irvine Valley College: Speakers.  
\_\_\_\_\_ A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.

Item 7.1  
Exhibit A

- 7.2     SOCCCD: Staff Response to Public Comments from Previous Board Meeting.  
\_\_\_\_\_ None

Item 7.2

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

Item 7.3  
Exhibit A

- 7.4     SOCCCD: Monthly Financial Status Report.  
\_\_\_\_\_ The reports display the adopted budget, revised budget and transactions  
                 through October 31, 2018.

Item 7.4  
Exhibit A

- 7.5     SOCCCD: Quarterly Investment Report.  
\_\_\_\_\_ Report for period September 30, 2018

Item 7.5

- 7.6     SOCCCD: Retiree (OPEB) Trust Fund.  
\_\_\_\_\_ Report for period ending September 30, 2018.

Item 7.6  
Exhibit A

- 7.7     SOCCCD: Pension Stabilization Trust Fund.  
\_\_\_\_\_ Report for period ending September 30, 2018

Item 7.7  
Exhibit A

**8.0     REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS**

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

H.     California School Employees Association

\_\_\_\_\_

I.     Saddleback College Classified Senate

\_\_\_\_\_

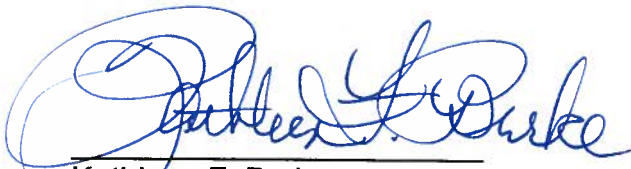
J.     Police Officers Association

Item 8.0

**9.0     ADDITIONAL ITEMS**

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

The meeting was adjourned at 8:44 p.m. in memory of Carol Bender, retired Saddleback College instructor.



Kathleen F. Burke  
Secretary, Board of Trustees

**TO:** Board of Trustees

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

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

**ACTION:** Approval

---

**BACKGROUND**

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

**STATUS**

IVC proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of IVC for the 2019-2020 academic year pursuant to Title 5, Section 53200 et seq.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the proposed curriculum changes for the 2019-2020 academic year at IVC.



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

**Exhibit A  
Page 1 of 2**

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

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

**Exhibit A  
Page 2 of 2**

<b>School</b>	<b>Catalog Id</b>	<b>Course Id</b>	<b>Abbreviated Course Title</b>	<b>Action Taken</b>
<b>HUM</b>	LIT 20	4202.00	Survey of British Literature	prereq, assign, val
	LIT 22	4204.00	American Literature to Twain	prereq, assign, txt, val
	LIT 23	4206.00	American Literature: Twain to the Present	prereq, txt, val
	LIT 45	4221.00	Women in Literature	rec prep, txt, val
	LIT 49	9376.00	Popular Literature	rec prep, SLOs, moe, txt, val
	WR 10	6583.00	Introduction to Creative Writing	prereq, val
	WR 13	6587.00	Writing Poetry	prereq, SLOs, moe, val
	WR 14	14525.00	Intermediate Poetry Writing	prereq, tps, SLOs, val
	WR 302	14683.00	College Writing Skills and Support	cat desc, prereq, coreq, lim, SLOs, txt, val
	WR 382	14811.00	Writing Conference	nc
<b>KHA</b>	HLTH 1	3260.00	Health Education	tps, SLOs, lng obj, txt
<b>LLR</b>	AESL 531	14812.00	Beginning Pronunciation	nc
	AESL 533	14813.00	Intermediate Pronunciation	nc
	AESL 535	14814.00	Advanced Pronunciation	nc
	AESL 541	14815.00	Beginning Conversation	nc
	AESL 543	14816.00	Intermediate Conversation	nc
	AESL 545	14817.00	Advanced Conversation	nc
	AESL 563	14818.00	Idioms in American English	nc
<b>MCS</b>	MATH 347	14801.00	Skills for Trigonometry	nc

**TO:** Board of Trustees

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

**RE:** SOCCCD: Irvine Valley College Construction Defects, Performing Arts Center Project, Notice of Completion, Otero Construction, Inc.

**ACTION:** Approval

---

**BACKGROUND**

On May 21, 2018, the Board of Trustees approved a \$643,474 contract with Otero Construction, Inc. for the Irvine Valley College Construction Defects, Performing Arts Center project.

**STATUS**

Contract work is complete and a final deductive change order totaling \$5,205 will appear on the January board agenda for ratification. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College Construction Defects, Performing Arts Center project.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion for the Irvine Valley College Construction Defects, Performing Arts Center project to Otero Construction, Inc. for a final contract amount of \$638,269. It is also recommended that the Board authorize the release of retention 35 days after filing.

Recording Requested  
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

**NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: Construction Defects, Performing Arts Center project at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 21<sup>st</sup> day of May 2018, which contract was made with OTERO CONSTRUCTION, INC., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 10<sup>th</sup> day of December 2018, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is ARGONAUT INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE  
5500 IRVINE CENTER DRIVE  
IRVINE, CA 92618

---

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By \_\_\_\_\_  
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: Irvine Valley College, Asian American Native American Pacific Islander Serving Institutions Program, Supplemental Grant FY 2018-2019

**ACTION:** Approval

---

### **BACKGROUND**

The Irvine Valley College Asian American Native American Pacific Islander Serving Institutions (AANAPISI) grant is currently in its third year of a five-year federal award from the U.S. Department of Education to improve and expand its capacity to serve AANAPISI students.

### **STATUS**

Irvine Valley College has received supplemental funding for FY 2018-2019 AANAPISI program relative to three priorities established by the U.S. Department of Education. The priorities will engage students in dialog around citizenship and civic participation, financial literacy, and the debate and exchange of diverse ideas. All activities have been designed to meet the needs of the AANAPI target population and align with the college's vision, mission, and goals.

Irvine Valley College is prepared to meet the three priorities laid out for the FY 2018-2019 supplemental grant offering six major events within this academic year. The Grant Application Abstract, as presented in EXHIBIT A, is for \$50,556. The performance period is from October 1, 2018 through September 30, 2019. The project description and award notification are presented in EXHIBITS B and C, respectively.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for Irvine Valley College the AANAPISI Program Supplemental Grant FY 2018-2019 award of \$50,556 from the U.S. Department of Education.

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

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

1. **PROJECT TITLE:** Advanced Intercultural Learning Center
2. **PROJECT DIRECTOR:** Edwin Tiongson
3. **PROJECT ADMINISTRATOR:** Brooke Bui
4. **GRANTOR AGENCY:** U.S. Department of Education
5. **FUNDING SOURCE:** Asian American Native American Pacific Islander Serving Institutions
6. **STARTING AND ENDING DATES OF THE PROJECT:** 10/01/2018 – 9/30/2019
7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

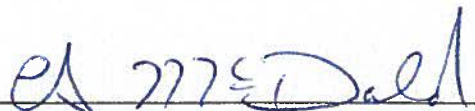
Irvine Valley College was awarded an Asian American Native American Pacific Islander Serving Institutions (AANAPISI) grant in 2015 from the U.S. Department of Education to improve and expand its capacity to serve AANAPI students. IVC has received supplemental funding for the 2018-19 fiscal year relative to three priorities established by the U.S. Department of Education. The priorities will engage students in dialog around citizenship and civic participation, financial literacy, and the debate and exchange of diverse ideas. All activities have been designed to meet the needs of the AANAPI target population and align with the college's vision, mission, and goals.

**8. SUMMARY BUDGET**

Grant Award	In Kind Matching	Indirect Costs	Project Total
\$50,556.00	\$	\$	\$50,556.00


**9. APPROVALS**

  
Division/School Dean

  
Vice President of Instruction/Students

  
President

  
Vice Chancellor, Technology & Learning Services

  
Chancellor  
11/28/2018

## EXPENDITURES SUMMARY

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

	<b>GRANT</b> (Amount)	<b>MATCHING*</b> (In-Kind/Actual)	<b>SOURCE OF MATCH</b> (Partnership/College/Vendor)
<b>1000 Certificated Salaries</b>	\$ <u>4,000.00</u>	\$ _____	_____
<b>2000 Classified Salaries</b>	\$ <u>25,000.00</u>	\$ _____	_____
<b>3000 Benefits</b>	\$ <u>3,056.00</u>	\$ _____	_____
<b>4000 Supplies</b>	\$ <u>1,500.00</u>	\$ _____	_____
<b>5000 Contracted Services and Other Expenses</b>	\$ <u>15,000.00</u>	\$ _____	_____
<b>6000 Capital Outlay</b>	\$ <u>2,000.00</u>	\$ _____	_____
<b>7000 Other Charges</b> (e.g.: Indirect Costs)	\$ _____	\$ _____	_____
<b>TOTALS</b>	\$ <u><b>50,556.00</b></u>	\$ _____	

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

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

<u>Positions</u>	<u>Full-Time</u>	<u>Part-Time</u>	<u>New</u>	<u>Existing</u>
1. Faculty Participation Stipends	[X]	[X]	[ ]	[X]
2. Project Specialist	[ ]	[X]	[ ]	[X]
3. Student Staff	[ ]	[X]	[ ]	[X]

### PARTNERSHIPS (if applicable)

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

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

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

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



# IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | [www.ivc.edu](http://www.ivc.edu)

May 15, 2018

To: Mr. Pearson Owens (AANAPISI Program Specialist),  
Dr. James E. Laws (Division Director),  
Mr. Adam Kissel (Deputy Assistant Secretary of Higher Education Programs),  
and any additional members of the supplemental grant selection committee:

Greetings! My name is Edwin Tiongson, Project Director for the AANAPISI Program, ELEVATE AAPI @ IVC (Equitable Learning Experience Valuing Achievement, Transfer, and Empowering Asian Americans and Pacific Islanders at Irvine Valley College). IVC's AANAPISI Program (the referred name from this point on) is currently in its third year of a five-year Title III Part A grant. Our grant funding is expected to end in 2020. We are submitting this narrative and attached budget to articulate our desire for consideration for the AANAPISI Fiscal Year 2018 Supplemental Grant.

**1. Award:**

P031L150031 - SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**2. Campus Name:**

Irvine Valley College, 5500 Irvine Center Drive Irvine, CA 92618

**3. Primary Contact Information**

Edwin Tiongson  
Project Director – ELEVATE AAPI @ IVC (AANAPISI Program)  
[etiongson@ivc.edu](mailto:etiongson@ivc.edu)  
949-451-5364

**4. Website and Social Media, if applicable:**

Campus website: <http://academics.ivc.edu/elevateaapi/Pages/default.aspx>  
Facebook: <https://www.facebook.com/ElevateAAPlatIVC/>  
Instagram: <https://www.instagram.com/ivcelevateaapi/>

**5. Project Information: IVC AANAPISI 2018 Supplemental Grant Projects**

**a. Overview of College and IVC's AANAPISI Program**

Irvine Valley College (IVC) is a community college located in Orange County, CA. It is the third most populous county in California and the second most densely populated.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:  
Barbara J. Jay, Timothy Jemal, David B. Lang, Marcia Milchiker, T.J. Prendergast III, Terri Whitt, James R. Wright  
Ann-Marie Gabel, Interim Chancellor • Glenn R. Roquemore, PhD, President, Irvine Valley College

An Equal Opportunity Institution





The high cost of living here places many families and individuals into an underclass whose presence is obscured by the wealth of other county residents. Of the county's 3.17 million residents, 21.3% live in poverty and 15% have no high school diploma. In Orange County 45.7% of persons speak a language other than English at home<sup>1</sup>.

In 2017 IVC enrolled 15,358 students. The following table represents ethnicities for that time period:

Ethnicity	Fall 2017	% of Total
American Indian or Alaska Native	10	0.10%
Asian	4,921	32.00%
Black or African American	298	1.90%
Hispanic / Latino	3,494	22.80%
Native Hawaiian or Pacific Islander	32	0.20%
Two or More Races	753	4.90%
Unreported or Unknown	264	1.70%
White	5,586	36.40%
<b>TOTAL<sup>2</sup></b>	<b>15,358</b>	<b>100.00%</b>

IVC supports student access, success, and equity and fosters economic and workforce development through strategic partnerships with business, government, and educational networks. This grant is a strategic partnership with an educational network that will allow the college to fulfill its mission statement by directly serving the growing needs of its student population, especially the college's Asian Pacific Islander student population.

IVC'S AANAPISI PROGRAM, is currently in its third year of a five-year federal grant. The program is focused on four major activities that include the following:

1. Difference Education:

- IVC'S AANAPISI Program participates in two events in which difference education intervention takes place. During the spring semester, IVC's AANAPISI Program participates in "Fast Friday" events in which graduating high school seniors attend a daylong session of orientations, welcome events, and testing to introduce and acclimate students to the college. IVC'S AANAPISI Program welcomes students as they visit the

<sup>1</sup> U.S. Census Bureau (2016), American Community Survey 1-year estimates. Retrieved from Census Reporter Profile page for Orange County, CA.

<sup>2</sup> Data from the IVC EDW database on 4/23/2018, Data shows Fall 2017 enrollment, Ethnicity is the STD10 IPEDS category.



designated learning center, the CAANAPI (Center for Asian Americans and Native American Pacific Islanders).

- During the fall semester, IVC's AANAPISI Program participates in Laser Week, a three-day welcome orientation in which incoming students visit the campus, attend campus tours, and engage with faculty, staff, programs, and departments. The IVC's AANAPISI Program project director conducts an empowered speaking workshop and the CAANAPI is a tour destination for the first day of Laser Week.

2. Accelerated English Language Learning:

- IVC'S AANAPISI Program provides financial classroom support to the non-credit Adult English as a Second Language program. Initially grant funds were used to pay for the renovation of space, the purchase of furniture and office equipment, and supplemental training resources. In subsequent years, AANAPISI funds part-time staff fluent in Mandarin Chinese and Korean.

3. Intercultural Interactive Learning Center:

- The CAANAPI (the Center for Asian American and Native American Pacific Islanders) is a Learning Resource Center and home for IVC'S AANAPISI PROGRAM.
- The CAANAPI serves students in large capacities. In fall 2017, 630 unduplicated students logged in nearly 4800 hours in the center. In spring 2018 it's estimated that 543 unduplicated students logged nearly 4000 hours in the center.

4. Curriculum Development:

- IVC'S AANAPISI Program provided support to develop an Asian American Studies course that's currently being offered this spring semester and an Ethnic Studies course that will be offered this upcoming fall semester.

**b. Description of proposed activities to meet supplemental priorities**

IVC'S AANAPISI Program intends to meet the three priorities laid out for the 2018 Supplemental Grant as follows:

***Priority 1: Fostering knowledge of the common rights and responsibilities for American citizenship and civic participation***

***Priority 2: Supporting instruction in personal financial literacy, knowledge of markets and economies, knowledge of higher education financing and repayment, or other skills aimed at building personal financial understanding and responsibility***

***Priority 3: Protecting free speech in order to allow for discussion of diverse ideas and viewpoints.***

## THE 2018-19 SUPPLEMENTAL PLAN

IVC'S AANAPISI Program plans to offer a total of six major events within the academic year. There will be one event dedicated to each priority per given semester.

### FALL 2018

#### **Priority 1: *Citizen-N-Civics Week (September 2018)***

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- IVC'S AANAPISI Program will host a weeklong series of events focusing on citizenship and civic participation and the understanding of common rights and responsibilities. These events will include but are not limited to student outreach and staffing information tables, voter registration events, guest speakers, student panels, know-your-rights workshops, and other engaging events.
- IVC'S AANAPISI Program anticipates collaborating with faculty and other internal partners such as Adult English as a Second Language faculty and students, Associated Student Government of IVC, Political Science Faculty, the Political Science/Model United Nations Club, IVC Asian Pacific Islander American Vote Student Ambassadors, and other relevant student clubs and organizations.
- IVC'S AANAPISI Program will reach out to community based organizations like Asian Americans Advancing Justice – Orange County, the Korean Resource Center, the Cambodia House, and OCAPICA (Orange County Asian Pacific Islander Community Alliance).

#### **Priority 2: *Finance Week (October 2018)***

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- IVC'S AANAPISI Program will host a weeklong series of events focusing on financial literacy. These events will include but are not limited to student outreach and staffing information tables, guest speakers, student panels, student presentations, FASFA and financial workshops, and other engaging events.
- IVC'S AANAPISI Program anticipates collaborating with faculty and other internal partners like the IVC Financial Aid office, faculty from the School of Business, students from the IVC Speech and Debate Team, IVC Accounting Club, IVC Business Leaders Society, ASG of IVC, and other relevant student organizations.
- IVC'S AANAPISI Program will reach out to external speakers from groups like the Irvine Chamber of Commerce, the Filipino American Chamber of Commerce of Orange County, Score Business Mentors, the National Association of Asian



American Professionals – Orange County, the Vietnamese Chamber of Commerce in Orange County, and others.

### **Priority 3: Discussion of Diverse Viewpoints (Multiple Events)**

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- IVC'S AANAPISI Program will collaborate with the IVC Speech and Debate team to host debates on a timely topic. Debates will be held within the CAANAPI. Discussion of the debates will ensue at the conclusion of the debates.
- IVC'S AANAPISI Program will also sponsor events that will include but are not limited to guest speakers, student panels, student presentations, and other engaging events such as "Real Talk," a potential partnership with IVC's Office of Student Equity.
- IVC'S AANAPISI Program peer mentors will work with student mentees to develop digital narratives to communicate individual stories articulating their identity and educational journey.
- IVC'S AANAPISI Program anticipates collaborating with faculty and other internal partners like the IVC Speech and Debate Team, Associated Student Government of IVC, IVC Political Science Club and Model United Nations, Office of Student Life and Equity Programs, and other relevant student organizations.

## **SPRING 2019**

### **Priority 1: *Citizenry and Rights Workshops* (February/March 2019)**

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- IVC'S AANAPISI Program will host a series of workshops focusing on citizen and civic participation and the understanding of common rights and responsibilities.
- IVC'S AANAPISI Program anticipates collaborating with faculty and other internal partners like Adult English as a Second Language faculty and students, Associated Student Government of IVC, Political Science faculty, the Political Science/Model United Nations Club, IVC APIA (Asian Pacific Islander American) Vote Student Ambassadors, and other relevant student clubs and organizations.
- IVC'S AANAPISI Program will reach out to community based organizations like Asian Americans Advancing Justice – Orange County, the Korean Resource Center, the Cambodia House, and OCAPICA (Orange County Asian Pacific Islander Community Alliance).



## **Priority 2: National Financial Literacy Month (April 2019)**

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- IVC'S AANAPISI Program will host a series of financially focused events throughout the federally recognized month of April as National Financial Literacy Month. This month's programming will focus on personal finance, knowledge of markets and economics, and knowledge of higher education financing and repayment. These events will include but are not limited to student outreach and staffing information tables, guest speakers, student panels, student presentations, funding for college workshops, parent night, and other engaging events.
- IVC'S AANAPISI Program anticipates collaborating with faculty and other internal partners like the IVC Financial Aid office, faculty from the School of Business, students from the IVC Speech and Debate Team, IVC Accounting Club, IVC Business Leaders Society, ASG of IVC, and other relevant student organizations.
- IVC'S AANAPISI Program will reach out to external speakers from groups like the Irvine Chamber of Commerce, the Filipino American Chamber of Commerce of Orange County, Score Business Mentors, the National Association of Asian American Professionals – Orange County, the Vietnamese Chamber of Commerce in Orange County, and others.

## **Priority 3: Discussion of Diverse Viewpoints (Multiple Events)**

---

- IVC'S AANAPISI Program will collaborate with the IVC Speech and Debate team to host debates on a timely topic. Debates will be held within the CAANAPI. Discussion of the debates will ensue at the conclusion of the debates.
- IVC'S AANAPISI Program will also sponsor events that will include but are not limited to guest speakers, student panels, student presentations, and other engaging events.
- IVC'S AANAPISI Program peer mentors will work with student mentees to develop digital narratives to communicate individual stories articulating their identity and educational journey.
- IVC'S AANAPISI Program will host the event *SPEAK: Expressions of Purpose* to showcase diverse works of art to share diverse backgrounds and identity.
- IVC'S AANAPISI Program anticipates collaborating with faculty and other internal partners like the IVC Speech and Debate Team, Associated Student Government of IVC, IVC Political Science Club and Model United Nations, and other relevant student organizations.





## **SUPPLEMENTAL PERSONNEL:**

IVC'S AANAPISI Program has allocated funds to provide additional staff to assist in the planning and execution of the supplemental activities. Funds have been budgeted to hire one Project Specialist at 20 hours per week and two student staffers to work five hours per week. In addition, stipends will be offered for faculty participation to conduct workshops, write curriculum, and/or attend events. Please see attached budget.

## **SUPPLEMENTAL PERSONNEL RESPONSIBILITIES:**

***Event Planning and Programming*** – In conjunction with IVC'S AANAPISI Program's project director, coordinator, faculty mentors, student leads, and peer mentors, the supplemental personnel will plan and execute the previously mentioned serious of events. Supplemental personnel may also be asked to participate in other IVC'S AANAPISI Program events.

***Community Outreach*** – In order to provide purposeful and continuous connections to students prior to their enrollment, IVC'S AANAPISI Program will develop community-based services and outreach activities for middle and high school students and their families. This would include meet and greets, resource fairs, and college nights.

## **SUPPLEMENTAL EXPENSES:**

IVC'S AANAPISI Program forecasted supplemental expenses include personnel and fringe benefits, travel for conferences and professional development, equipment for intake, surveys, and digital narratives, program supplies, and other engagement programming, workshops, outreach efforts, and events. Again, please see attached supplemental budget breakdown for specific numbers.

In conclusion, IVC'S AANAPISI Program is well established to provide programming in support of the supplemental priorities. We have a dedicated project director, project coordinator, faculty, counselors, staff, and students, plus established connections with internal and community partners that can meet the demand of our envisioned programming.

If you have any questions, please feel free to reach me at [etiongson@ivc.edu](mailto:etiongson@ivc.edu) or 949-451-5346.

Sincerely,

Prof. Edwin Tiongson  
Project Director of ELEVATE AAPI @ IVC (AANAPISI Program)  
Communication Studies Faculty

**BUDGET NARRATIVE**  
**2018-19 Supplemental Expenses**

		2018-19 Supplemental Expenses
<b>1. PERSONNEL</b>		
Project Specialist		\$ 20,000.00
Student Staff (educators and outreach)		\$ 5,000.00
Faculty Participation Stipends		\$ 4,000.00
<b>Total</b>		<b>\$ 29,000</b>
<b>2. FRINGE BENEFITS</b>		
Project Specialist		\$ 1,880.00
Student Staff (educators and outreach)		\$ 471.00
Faculty Participation Stipends		\$ 705.00
<b>Total</b>		<b>\$ 3,056</b>
<b>3. TRAVEL</b>		
Conferences/Professional Development		\$ 2,000.00
<b>Total</b>		<b>\$ 2,000</b>
<b>4. EQUIPMENT</b>		
Tablets (for event registration, surveys, and digital narratives)		\$ 2,000
<b>Total</b>		<b>\$ 2,000</b>
<b>5. SUPPLIES</b>		
Non Instructional Materials and Supplies		\$ 1,000
Duplicating		\$ 500
<b>Total</b>		<b>\$ 1,500</b>
<b>6. CONTRACTUAL</b>		
Not Applicable		\$ -
<b>Total</b>		<b>\$ -</b>
<b>7. CONSTRUCTION</b>		
Not Applicable		\$ -
<b>Total</b>		<b>\$ -</b>
<b>8. OTHER</b>		
Community Outreach		\$ 2,000
Campus Programming		\$ 6,000
Workshops		\$ 3,000
Equity Based Programming		\$ 2,000
<b>Total</b>		<b>\$ 13,000</b>
<b>9. Total Direct Costs (sum of 1-8)</b>		
Total Project Costs		<b>\$ 50,556</b>
<b>10. Indirect Costs</b>		
Not Applicable		\$ 0.00
<b>11. Training Stipends</b>		
No Request		\$ 0.00
<b>12. Total Costs (sum of 9-11)</b>		
		<b>\$ 50,556</b>

**BUDGET NARRATIVE - DETAILED LINE ITEM BUDGET - FEDERAL REQUEST (REVISED)**

	Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20
<b>1. PERSONNEL</b>					
Project Director/AANAPI Center Coordinator	\$ 13,092.00	\$ 42,840.00	\$ 42,840.00	\$ 42,840.00	\$ 42,840.00
Difference Education Intervention Coordinator	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00
Counseling	\$ 3,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
Outreach Campaign	\$ 2,500.00	\$ 3,700.00	\$ 1,500.00	\$ 5,000.00	\$ 1,500.00
Tutoring (including Summer Math Camp)	\$ 2,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 34,000.00
Faculty Participation Stipends	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00
Program Coordinator	\$ 31,224.00	\$ 67,050.00	\$ 71,976.00	\$ 75,540.00	\$ 80,172.00
Admin Support (Julie - Spring/Summer 2016, 140 hrs @ \$42.08/hr); Project Specialist	\$ 5,000.00	\$ -	\$ -	\$ -	\$ -
Hourly Staff for the Center	\$ 2,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00
Peer Mentors	\$ -	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Media Production Specialist	\$ 937.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 975.00
Project Specialist	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -
Student Staff (educators and outreach)	\$ -	\$ -	\$ -	\$ 5,000.00	\$ -
Faculty Participation Stipends (Supplemental)	\$ -	\$ -	\$ -	\$ 4,000.00	\$ -
<b>Total</b>	<b>\$ 74,753</b>	<b>\$ 182,090</b>	<b>\$ 184,816</b>	<b>\$ 220,880</b>	<b>\$ 196,487</b>
<b>2. FRINGE BENEFITS</b>					
Project Director	\$ 1,837.00	\$ 6,803.00	\$ 7,596.00	\$ 8,388.00	\$ 9,181.00
Difference Education Intervention Coordinator	\$ 421.00	\$ 675.00	\$ 695.00	\$ 767.00	\$ 840.00
Counseling	\$ 421.00	\$ 1,007.00	\$ 1,158.00	\$ 1,279.00	\$ 1,400.00
Outreach Campaign	\$ 534.00	\$ 790.00	\$ 320.00	\$ 1,067.00	\$ 320.00
Tutoring Center	\$ 190.00	\$ 2,850.00	\$ 2,850.00	\$ 2,850.00	\$ 3,230.00
Faculty Participation Stipends	\$ 1,684.00	\$ 2,014.00	\$ 2,316.00	\$ 2,557.00	\$ 2,799.00
Program Coordinator	\$ 18,531.00	\$ 30,901.00	\$ 30,901.00	\$ 30,901.00	\$ 30,901.00
Admin Support (Julie - Spring 2016, Hourly Staff for the Center	\$ 1,067.00	\$ -	\$ -	\$ -	\$ -
Peer Mentors	\$ 190.00	\$ 665.00	\$ 665.00	\$ 665.00	\$ 665.00
Media Production Specialist	\$ -	\$ 475.00	\$ 475.00	\$ 475.00	\$ 475.00
Project Specialist	\$ 200.00	\$ 320.00	\$ 320.00	\$ 320.00	\$ 208.00
Student Staff (educators and outreach)	\$ -	\$ -	\$ -	\$ 1,880.00	\$ -
Faculty Participation Stipends (Supplemental)	\$ -	\$ -	\$ -	\$ 471.00	\$ -
<b>Total</b>	<b>\$ 25,075</b>	<b>\$ 46,500</b>	<b>\$ 47,296</b>	<b>\$ 52,325</b>	<b>\$ 50,019</b>
<b>3. TRAVEL</b>					
APIASF Higher Education Summit (Project Director and one project staff) and for project director to attend one other related professional conference.	\$ 3,300.00	\$ 3,399.00	\$ 3,501.00	\$ 3,606.00	\$ 3,714.00
Project director to attend one other related professional conference each year and 4 project staff in Years 3 and 4.	\$ 1,650.00	\$ 1,700.00	\$ 8,753.00	\$ 9,015.00	\$ 1,857.00
Conference/Travel for AANAPISI Staff	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$ 10,000.00
Conferences/Professional Dev. (Supplemental)	\$ -	\$ -	\$ -	\$ 2,000.00	\$ -
<b>Total</b>	<b>\$ 14,950</b>	<b>\$ 15,099</b>	<b>\$ 15,254</b>	<b>\$ 17,621</b>	<b>\$ 15,571</b>
<b>4. EQUIPMENT</b>					
Software (Academic Literacy) (VMWare)	\$ 30,000	\$ -	\$ 10,000	\$ 0.00	\$ 0.00
Furniture for AANAPISI Center	\$ 80,000	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Xerox Laser Printer (2)	\$ 2,000	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Chrome Books	\$ 3,000	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500
Tablets (for event registration, surveys, and digital narratives)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 2,000	\$ 0.00
<b>Total</b>	<b>\$ 115,000</b>	<b>\$ 1,500</b>	<b>\$ 11,500</b>	<b>\$ 3,500</b>	<b>\$ 1,500</b>
<b>5. SUPPLIES</b>					
Non Instructional Materials and Supplies	\$ 2,007	\$ 2,164	\$ 2,036	\$ 1,598	\$ 500
Scanner (Scannx)	\$ -	\$ 3,000	\$ -	\$ -	\$ -
Instructional Supplies (including textbooks)	\$ 4,415	\$ 7,500	\$ 3,000	\$ 2,890	\$ 1,000
Non Instructional Materials and Supplies (Supp.)	\$ -	\$ -	\$ -	\$ 1,000	\$ -
Duplicating (Supplemental)	\$ -	\$ -	\$ -	\$ 500	\$ -
<b>Total</b>	<b>\$ 6,422</b>	<b>\$ 12,664</b>	<b>\$ 5,036</b>	<b>\$ 5,988</b>	<b>\$ 1,500</b>



	Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20
<b>6. CONTRACTUAL</b>					
Not Applicable					
<b>Total</b>	\$ -	\$ -	\$ -	\$ -	\$ -
	Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20
<b>7. CONSTRUCTION</b>					
Renovation (paint, carpeting)	\$ 20,000	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
<b>Total</b>	\$ 20,000	\$ -	\$ -	\$ -	\$ -
	Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20
<b>8. OTHER</b>					
External Evaluator	\$ 15,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Workshops for faculty PD	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Artwork for AANAPISI Center	\$ 7,000	\$ 3,000	\$ -	\$ -	\$ -
Printing for events, informational brochures	\$ 1,800	\$ 2,147	\$ 2,098	\$ 3,242	\$ 2,564
Marketing	\$ 10,000	\$ 17,000	\$ 14,000	\$ 14,000	\$ 12,359
Meeting Support for large grant events	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000
Community Outreach (Supplemental)	\$ -	\$ -	\$ -	\$ 2,000	\$ -
Campus Programming (Supplemental)	\$ -	\$ -	\$ -	\$ 6,000	\$ -
Workshops (Supplemental)	\$ -	\$ -	\$ -	\$ 3,000	\$ -
Equity Based Programming (Supplemental)	\$ -	\$ -	\$ -	\$ 2,000	\$ -
<b>Total</b>	\$ 43,800	\$ 42,147	\$ 36,098	\$ 50,242	\$ 34,923
	Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20
<b>9. Total Direct Costs (sum of 1-8)</b>					
Total Project Costs	\$ 300,000	\$ 300,000	\$ 300,000	\$ 350,556	\$ 300,000
	Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20
<b>10. Indirect Costs</b>					
Not Applicable	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20
<b>11. Training Stipends</b>					
No Request	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
	Year 1 2015-16	Year 2 2016-17	Year 3 2017-18	Year 4 2018-19	Year 5 2019-20
<b>12. Total Costs (sum of 9-11)</b>					
	\$ 300,000	\$ 300,000	\$ 300,000	\$ 350,556	\$ 300,000



US Department of Education  
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME  SOCCCD, dba Irvine Valley College School of Humanities 5500 Irvine Center Drive Irvine, CA 92618 - 0301	2	AWARD INFORMATION  PR/AWARD NUMBER P031L150031 - 18A ACTION NUMBER 7 ACTION TYPE Revision AWARD TYPE Discretionary (Research and Development)										
3	PROJECT STAFF  RECIPIENT PROJECT DIRECTOR Edwin V Tionson (949) 451-5346 <a href="mailto:etionson@ivc.edu">etionson@ivc.edu</a> EDUCATION PROGRAM CONTACT Pearson T Owens (202) 502-7804 <a href="mailto:pearson.owens@ed.gov">pearson.owens@ed.gov</a> EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 <a href="mailto:edcaps.user@ed.gov">edcaps.user@ed.gov</a>	4	PROJECT TITLE  84.031L Irvine Valley College - Advanced Intercultural Interactive Learning Center										
5	KEY PERSONNEL <table><thead><tr><th>NAME</th><th>TITLE</th><th>LEVEL OF EFFORT</th></tr></thead><tbody><tr><td>Edwin V Tionson</td><td>Project Director</td><td>100 %</td></tr><tr><td>Karima Feldhus</td><td>Co-Principal Investigator</td><td>5 %</td></tr></tbody></table>			NAME	TITLE	LEVEL OF EFFORT	Edwin V Tionson	Project Director	100 %	Karima Feldhus	Co-Principal Investigator	5 %	
NAME	TITLE	LEVEL OF EFFORT											
Edwin V Tionson	Project Director	100 %											
Karima Feldhus	Co-Principal Investigator	5 %											
6	AWARD PERIODS <table><tbody><tr><td>BUDGET PERIOD</td><td>10/01/2018 - 09/30/2019</td></tr><tr><td>PERFORMANCE PERIOD</td><td>10/01/2015 - 09/30/2020</td></tr></tbody></table> FUTURE BUDGET PERIODS <table><thead><tr><th>BUDGET PERIOD</th><th>DATE</th><th>AMOUNT</th></tr></thead><tbody><tr><td>5</td><td>10/01/2019 - 09/30/2020</td><td>\$300,000.00</td></tr></tbody></table>			BUDGET PERIOD	10/01/2018 - 09/30/2019	PERFORMANCE PERIOD	10/01/2015 - 09/30/2020	BUDGET PERIOD	DATE	AMOUNT	5	10/01/2019 - 09/30/2020	\$300,000.00
BUDGET PERIOD	10/01/2018 - 09/30/2019												
PERFORMANCE PERIOD	10/01/2015 - 09/30/2020												
BUDGET PERIOD	DATE	AMOUNT											
5	10/01/2019 - 09/30/2020	\$300,000.00											
7	AUTHORIZED FUNDING <table><tbody><tr><td>THIS ACTION</td><td>\$50,556.00</td></tr><tr><td>BUDGET PERIOD</td><td>\$350,556.00</td></tr><tr><td>PERFORMANCE PERIOD</td><td>\$1,250,556.00</td></tr></tbody></table>			THIS ACTION	\$50,556.00	BUDGET PERIOD	\$350,556.00	PERFORMANCE PERIOD	\$1,250,556.00				
THIS ACTION	\$50,556.00												
BUDGET PERIOD	\$350,556.00												
PERFORMANCE PERIOD	\$1,250,556.00												
8	ADMINISTRATIVE INFORMATION <table><tbody><tr><td>DUNS/SSN</td><td>179222377</td></tr><tr><td>REGULATIONS</td><td>CFR PART 74, 75, 77, 79, 82, 84, 85, 86, 97, 98, and 99 EDGAR AS APPLICABLE 2 CFR AS APPLICABLE</td></tr><tr><td>ATTACHMENTS</td><td>N/A</td></tr></tbody></table>			DUNS/SSN	179222377	REGULATIONS	CFR PART 74, 75, 77, 79, 82, 84, 85, 86, 97, 98, and 99 EDGAR AS APPLICABLE 2 CFR AS APPLICABLE	ATTACHMENTS	N/A				
DUNS/SSN	179222377												
REGULATIONS	CFR PART 74, 75, 77, 79, 82, 84, 85, 86, 97, 98, and 99 EDGAR AS APPLICABLE 2 CFR AS APPLICABLE												
ATTACHMENTS	N/A												
9	LEGISLATIVE AND FISCAL DATA <table><tbody><tr><td>AUTHORITY:</td><td>PL 320 TITLE III, HIGHER EDUCATION OPPORTUNITY ACT, 2008</td></tr><tr><td>PROGRAM TITLE:</td><td>HIGHER EDUCATION - INSTITUTIONAL AID</td></tr><tr><td>CFDA/SUBPROGRAM NO:</td><td>84.031L</td></tr></tbody></table>			AUTHORITY:	PL 320 TITLE III, HIGHER EDUCATION OPPORTUNITY ACT, 2008	PROGRAM TITLE:	HIGHER EDUCATION - INSTITUTIONAL AID	CFDA/SUBPROGRAM NO:	84.031L				
AUTHORITY:	PL 320 TITLE III, HIGHER EDUCATION OPPORTUNITY ACT, 2008												
PROGRAM TITLE:	HIGHER EDUCATION - INSTITUTIONAL AID												
CFDA/SUBPROGRAM NO:	84.031L												



US Department of Education  
Washington, D.C. 20202

GRANT AWARD NOTIFICATION

	FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
	0201A	2018	2018	EP000000	B	J3P	000	031	4101C	\$50,556.00
10	<p>PR/AWARD NUMBER: P031L150031 - 18A</p> <p>RECIPIENT NAME: SOCCCD, dba Irvine Valley College School of Humanities</p> <p>GRANTEE NAME: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT 5500 IRVINE CENTER DR, IRVINE, CA 92618 - 0301</p> <p>PROGRAM INDIRECT COST TYPE: No Indirect cost allowed</p> <p>PROJECT INDIRECT COST RATE: NA</p> <p>TERMS AND CONDITIONS</p> <p>(1) THIS ACTION INCREASES THE AMOUNT OF FUNDS AUTHORIZED FOR THE CURRENT BUDGET PERIOD AND PERFORMANCE PERIOD AS SHOWN IN BLOCK 7.</p> <p>Validity unknown</p> <p>Digitally signed by Pearson Owens</p> <p>Date: Tue Sep 25 17:13:42 EDT 2018</p> <p>_____ AUTHORIZING OFFICIAL</p> <p>_____ DATE</p>									

# EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION

## For Discretionary, Formula and Block Grants (See Block 2 of the Notification)

- 1. RECIPIENT NAME** - The legal name of the recipient or name of the primary organizational unit that was identified in the application, state plan or other documents required to be submitted for funding by the grant program.
- 2. AWARD INFORMATION** - Unique items of information that identify this notification.
  - PR/AWARD NUMBER** - A unique, identifying number assigned by the Department to each application. On funded applications, this is commonly known as the "grant number" or "document number." The PR/Award Number is also known as the Federal Award Identifying Number, or FAIN.
  - ACTION NUMBER** - A numeral that represents the cumulative number of steps taken by the Department to date to establish or modify the award through fiscal or administrative means. Action number "01" will always be "NEW AWARD"
  - ACTION TYPE** - The nature of this notification (e.g., NEW AWARD, CONTINUATION, REVISION, ADMINISTRATIVE)
  - AWARD TYPE** - The particular assistance category in which funding for this award is provided, i.e., DISCRETIONARY, FORMULA, or BLOCK. If this award was made under a Research and Development grant program, the terms RESEARCH AND DEVELOPMENT will appear under DISCRETIONARY, FORMULA OR BLOCK.
- 3. PROJECT STAFF** - This block contains the names and telephone numbers of the U.S. Department of Education and recipient staff who are responsible for project direction and oversight.
  - \*RECIPIENT PROJECT DIRECTOR** - The recipient staff person responsible for administering the project. This person represents the recipient to the U.S. Department of Education.
  - EDUCATION PROGRAM CONTACT** - The U.S. Department of Education staff person responsible for the programmatic, administrative and business management concerns of the Department.
  - EDUCATION PAYMENT CONTACT** - The U.S. Department of Education staff person responsible for payments or questions concerning electronic drawdown and financial expenditure reporting.
- 4. PROJECT TITLE AND CFDA NUMBER** - Identifies the Catalog of Federal Domestic Assistance (CFDA) subprogram title and the associated subprogram number.
- 5.\* KEY PERSONNEL** - Name, title and percentage (%) of effort the key personnel identified devotes to the project.
- 6. AWARD PERIODS** - Project activities and funding are approved with respect to three different time periods, described below:
  - BUDGET PERIOD** - A specific interval of time for which Federal funds are being provided from a particular fiscal year to fund a recipient's approved activities and budget. The start and end dates of the budget period are shown.
  - PERFORMANCE PERIOD** - The complete length of time the recipient is proposed to be funded to complete approved activities. A performance period may contain one or more budget periods.
  - \*FUTURE BUDGET PERIODS** - The estimated remaining budget periods for multi-year projects and estimated funds the Department proposes it will award the recipient provided substantial progress is made by the recipient in completing approved activities, the Department determines that continuing the project would be in the best interest of the Government, Congress appropriates sufficient funds under the program, and the recipient has submitted a performance report that provides the most current performance information and the status of budget expenditures.
- 7. AUTHORIZED FUNDING** - The dollar figures in this block refer to the Federal funds provided to a recipient during the award periods.
  - \*THIS ACTION** - The amount of funds obligated (added) or de-obligated (subtracted) by this notification.
  - \*BUDGET PERIOD** - The total amount of funds available for use by the grantee during the stated budget period to this date.
  - \*PERFORMANCE PERIOD** - The amount of funds obligated from the start date of the first budget period to this date.
  - RECIPIENT COST SHARE** - The funds, expressed as a percentage, that the recipient is required to contribute to the project, as defined by the program legislation or regulations and/or terms and conditions of the award.
  - RECIPIENT NON-FEDERAL AMOUNT** - The amount of non-federal funds the recipient must contribute to the project as identified in the recipient's application. When non-federal funds are identified by the recipient where a cost share is not a legislation requirement, the recipient will be required to provide the non-federal funds.
- 8. ADMINISTRATIVE INFORMATION** - This information is provided to assist the recipient in completing the approved activities and managing the project in accordance with U.S. Department of Education procedures and regulations.

**DUNS/SSN** - A unique, identifying number assigned to each recipient for payment purposes. The number is based on either the recipient's assigned number from Dun and Bradstreet or the individual's social security number.

**\*REGULATIONS** - Title 2 of the Code of Federal Regulations(CFR), Part 200 as adopted at 2 CFR 3474; the applicable parts of the Education Department General Administrative Regulations (EDGAR), specific program regulations (if any), and other titles of the CFR that govern the award and administration of this grant.

**\*ATTACHMENTS** - Additional sections of the Grant Award Notification that discuss payment and reporting requirements, explain Department procedures, and add special terms and conditions in addition to those established, and shown as clauses, in Block 10 of the award. Any attachments provided with a notification continue in effect through the project period until modified or rescinded by the Authorizing Official.

**9. LEGISLATIVE AND FISCAL DATA** - The name of the authorizing legislation for this grant, the CFDA title of the program through which funding is provided, and U.S. Department of Education fiscal information.

**FUND CODE, FUNDING YEAR, AWARD YEAR, ORG.CODE, PROJECT CODE, OBJECT CLASS** -

The fiscal information recorded by the U.S. Department of Education's Grants Management System (G5) to track obligations by award.

**AMOUNT** - The amount of funds provided from a particular appropriation and project code. Some notifications authorize more than one amount from separate appropriations and/or project codes. The total of all amounts in this block equals the amount shown on the line, "THIS ACTION" (See "AUTHORIZED FUNDING" above (Block 7)).

**10. TERMS AND CONDITIONS** - Requirements of the award that are binding on the recipient.

**\*PARTICIPANT NUMBER** - The number of eligible participants the grantee is required to serve during the budget year.

**\*GRANTEE NAME** - The entity name and address registered in the System for Award Management (SAM). This name and address is tied to the DUNS number registered in SAM under the name and address appearing in this field. This name, address and the associated DUNS is what is displayed in the SAM Public Search.

**\*PROGRAM INDIRECT COST TYPE** - The type of indirect cost permitted under the program (i.e. Restricted, Unrestricted, or Training).

**\*PROJECT INDIRECT COST RATE** - The indirect cost rate applicable to this grant.

**\*AUTHORIZING OFFICIAL** - The U.S. Department of Education official authorized to award Federal funds to the recipient, establish or change the terms and conditions of the award, and authorize modifications to the award

**FOR FORMULA AND BLOCK GRANTS ONLY:**

(See also Blocks 1, 2, 4, 6, 8, 9 and 10 above)

**3. PROJECT STAFF** - The U.S. Department of Education staff persons to be contacted for programmatic and payment questions.

**7. AUTHORIZED FUNDING**

**CURRENT AWARD AMOUNT** - The amount of funds that are obligated (added) or de-obligated (subtracted) by this action.

**PREVIOUS CUMULATIVE AMOUNT** - The total amount of funds awarded under the grant before this action.

**CUMULATIVE AMOUNT** - The total amount of funds awarded under the grant, this action included.

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\* This item differs or does not appear on formula and block grants.

**TO:** Board of Trustees

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

**RE:** Saddleback College and Irvine Valley College: Revised 2019-2020  
Instructional Material/Laboratory Fees

**ACTION:** Approval

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### **BACKGROUND**

The Board of Trustees annually approves changes in instructional material and laboratory fees. Such fees are charged, in compliance with the California Education Code and state regulations, in order to support the cost of specialized materials, supplies, and activities of various types of instruction. Proceeds from the fees are utilized to support the instructional costs for which they are collected.

### **STATUS**

The introduction of new courses, the alteration of courses in the curriculum, and changes in costs for certain materials and supplies have required Saddleback College to augment and revise instructional material and laboratory fees for 2019-2020. Irvine Valley College reviewed their current instructional material and laboratory fees and do not have any revisions for 2019-2020. The proposed revised fees for Saddleback College for 2019-2020 are presented in Exhibit A.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve revised instructional material and laboratory fees for Saddleback College for 2019-2020, as presented in Exhibit A.

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

**SADDLEBACK COLLEGE**  
**2019-2020 Revised Laboratory Fees**

Course	Cat. I.D.	Title	Fee		Purpose
			Current	Proposed	
<u>ADVANCED TECHNOLOGY AND APPLIED SCIENCES</u>					
FN 286	430237.00	Sugar Confectionery	\$50.00	\$80.00	Food Supplies
FN 281	431657.00	Flavor Dynamics	\$0.00	\$80.00	Food Supplies
FN 282	431650.00	Intro. to Herbs	\$0.00	\$80.00	Food Supplies
FN 285	431647.00	Personal Chef	\$0.00	\$80.00	Food Supplies
GC 215	374050.00	Intro. to Vehicle Wrap Design & App.	\$0.00	\$55.00	Supplies for printed vinyl decal
HORT 109	120002.00	Intro. to Planting Design	\$10.00	\$7.00	Industry related printing supplies
HORT 145C	18093.00	Landscape Design-Therapeutic Garden	\$0.00	\$7.00	Paper supplies for drawing

**BUSINESS SCIENCE, VOCATIONAL EDUCATION & ECONOMIC DEVELOPMENT**

No Changes

**COMM. ED., EMERITUS INSTITUTE & K-12 PARTNERSHIPS**

EPHO 500	971035.10	Beg. Digital Show Presentations	\$10.00	\$0.00	Material Fee Removed
EPHO 501	433691.00	Digital Show Present. - Intermediate	\$10.00	\$0.00	Material Fee Removed
EPHO 502	971037.10	Beginning Digital Photography	\$10.00	\$0.00	Material Fee Removed
EPHO 503	971039.10	Intermediate Digital Photography	\$10.00	\$0.00	Material Fee Removed
EPHO 505	971045.10	Advanced Color Printing	\$10.00	\$0.00	Material Fee Removed
EART 521	970579.00	Intermediate Intarsia	\$15.00	\$5.00	Dop wax & grid for projects

**FINE ARTS AND MEDIA TECHNOLOGY**

PHOT 50	992343.00	Digital Photography I	\$39.00	\$60.00	Paper, ink, presentation supplies
PHOT 51	429799.00	Intro. to Photoshop & Digital Imaging	\$39.00	\$60.00	Paper, ink, presentation supplies
PHOT 55	174040.00	Digital Photography II	\$39.00	\$60.00	Paper, ink, presentation supplies
PHOT 152	431627.00	Interm. Photoshop & Digital Imaging	\$39.00	\$60.00	Paper, ink, presentation supplies
PHOT 153	431631.00	Adv. Photoshop & Digital Imaging	\$39.00	\$60.00	Paper, ink, presentation supplies
PHOT 156	992345.00	Digital Photography III	\$39.00	\$60.00	Paper, ink, presentation supplies
PHOT 157	992707.00	Studio Lighting	\$39.00	\$60.00	Paper, ink, presentation supplies
PHOT 167	431630.00	Creative Photographic Lighting	\$39.00	\$60.00	Paper, ink, presentation supplies
PHOT 177	431628.00	Portraiture Photography	\$39.00	\$60.00	Paper, ink, presentation supplies
PHOT 190	174140.00	Special Problems in Photography	\$39.00	\$60.00	Paper, ink, presentation supplies
PHOT 154	992706.00	Alternative Digital Processes	\$39.00	\$60.00	Paper, ink, presentation supplies
ART 41	72030.00	Three-Dimensional Design	\$45.00	\$65.00	Increased cost of silicon mold
ART 70	992320.00	Fundamentals of Sculpture	\$45.00	\$50.00	Increased cost of wood
ART 71	992321.00	Additive Sculpture	\$45.00	\$50.00	Increased cost of wood
ART 72	992322.00	Subtractive Sculpture	\$45.00	\$50.00	Increased cost of wood
ART 175	108070.00	Metal Casting	\$60.25	\$65.00	Increased cost of ceramic shell casting material

**HEALTH SCIENCES AND HUMAN SERVICES**

N 170	639000.00	Nursing Process	\$120.00	\$135.00	Increased cost of Grace Kits
N 172	639100.00	Medical-Surgical Nursing	\$110.00	\$125.00	Increased cost of Grace Kits
N 174	639300.00	Women's Health Nursing	\$20.00	\$35.00	Increased cost of Grace Kits
N 176	639400.00	Advanced Nursing	\$60.00	\$75.00	Increased cost of Grace Kits
N 245	644053.00	I.V. Therapy Techniques For Nurses	\$110.00	\$125.00	Increased cost of Grace Kits

**LIBERAL ARTS**

No Changes

**SADDLEBACK COLLEGE**  
**2019-2020 Revised Laboratory Fees**

Course	Cat. I.D.	Title	Fee Current	Fee Proposed	Purpose
<b><u>KINESIOLOGY</u></b>					
HLTH 2	380030.00	First Aid, CPR & Auto. External Defib.	\$26.00	\$30.00	Increased cost of certificate & one-way breathing valve
<b><u>MATH, SCIENCE, AND ENGINEERING</u></b>					
CS 1B	192070.05	Introduction to Computer Science II	\$0.00	\$6.00	Print materials for projects
CS 1D	192080.05	Data Structures	\$0.00	\$6.00	Print materials for projects
CS 3A	192180.05	Computer Org. & Machine Language	\$0.00	\$6.00	Print materials for projects
<b><u>SOCIAL &amp; BEHAVIORAL SCIENCES</u></b>					
No Changes					



**TO:** Board of Trustees

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

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

**ACTION:** Approval

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### **BACKGROUND**

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

### **STATUS**

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

### **RECOMMENDATION**

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

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

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date</i></b>	<b><i>Faculty Member Course Title/Activity</i></b>	<b><i>Speaker Name</i></b>	<b><i>Topic</i></b>	<b><i>General Fund Honorarium/Travel</i></b>
2/1/2019 9:30am – 11:35am	Greg Jenks Dorothy Marie Lowry Distinguished Guest Lecture Series / SC Emeritus Institute	K. Drorit Gaines, Ph.D.	The Neuroscience of Healthy Cognitive Aging	\$250.00
2/22/2019 9:30am – 11:35am	Greg Jenks Dorothy Marie Lowry Distinguished Guest Lecture Series / SC Emeritus Institute	Sam Erman	How Empire Became Constitutional and What it Tells Us / Today's Supreme Court	\$200.00
3/8/2019 9:30am – 11:35am	Greg Jenks Dorothy Marie Lowry Distinguished Guest Lecture Series / SC Emeritus Institute	Vicki L. Ruiz	Why Latino History Matters to U.S. History	\$200.00
4/5/2019 9:30am – 11:35am	Greg Jenks Dorothy Marie Lowry Distinguished Guest Lecture Series / SC Emeritus Institute	Rev. Donald Barkley	Do the Religious Agree About God? Four Perspectives on the Existence and Nature of God	\$200.00
4/26/19 9:30am – 11:35am	Greg Jenks Dorothy Marie Lowry Distinguished Guest Lecture Series / SC Emeritus Institute	Martha Barnette	The Joy of Lex: Language and How we Use it	\$1300.00

**IRVINE VALLEY COLLEGE**

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

**TO:** Board of Trustees

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

**RE:** [Saddleback College: Revised Curriculum for the 2019-20 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 2019-20 academic year. Exhibit A includes revised courses; Exhibit B includes revised programs. The revised curriculum is recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Section 53200 et seq.

### **RECOMMENDATION**

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

**SADDLEBACK COLLEGE  
REVISED COURSES  
ACADEMIC YEAR 2019-2020**

Exhibit A  
Page 1 of 3

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				lrng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				pcs = program course status
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship, B=advanced occupational, C=clearly occupational, D=possibly occupational, E=non-occupational)
				sch desc=schedule description
				SLOs=student learning outcomes
				sr=scheduled review is for courses that are scheduled for review and there are no revisions
				ti=title
				TOP code=numerical classification code used to assign programs and courses to disciplines
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
ATAS	ARCH 51	428935.10	COMPUTER-AIDED DR	sr
ATAS	ARCH 121	992627.00	ADV REVIT/BIM II	rec prep fr <del>ARCH 220</del> to <u>ARCH 120</u> , cat desc, sch desc, moe
ATAS	ARCH 200	433706.00	DESIGN/AZ,RIVERSIDE	cat desc
ATAS	DR 23	429627.00	ENGINEERING GRAPHICS	sr
ATAS	DR 51	428935.00	COMPUTER-AIDED DR	sr
ATAS	DR 100	236020.00	FUND OF MECH DESIGN	txt
ATAS	DR 101	236030.00	MECHANICAL DESIGN	txt
ATAS	DR 102	236040.00	MECH DESIGN PORTFOLIO	txt
ATAS	DR 200	992630.00	3D PARAMETRIC MOD	txt
ATAS	DR 203	992633.00	GREEN DESIGN	txt

**SADDLEBACK COLLEGE  
REVISED COURSES  
ACADEMIC YEAR 2019-2020**

Exhibit A  
Page 2 of 3

ATAS	ECOL 202	429951.00	ADV. ECO. RESTORATION	SAM code from <b>E</b> to <b>D</b> , SLOs, moe
ATAS	FASH 150	162340.00	FASHION APPAREL & TEC	txt
ATAS	FASH 208	992375.00	SEWING VINTAGE FASH	txt
ATAS	FASH 214	433978.00	COUTURE LAB	cat desc, sch desc, txt
ATAS	FASH 217	198261.00	FOOTWEAR DESIGN/CONST	moe, txt
ATAS	FASH 223	992609.00	MILLINERY DSGN	moe, txt
ATAS	FASH 230	162550.00	ALTERATIONS & FITTING	txt, pcs fr <del>not program applicable</del> to <u>program applicable</u>
ATAS	FASH 260	429857.10	DIGITAL FASHION IMAGE	crs id fr <del>FASH 260</del> to <b>FASH 155</b> , CSU GE code fr <del>Not Applicable</del> to <u>Transferable as an elective--does not fit GE pattern</u> , cat desc, sch desc, tps, assign, txt
ATAS	FN 173	338140.00	CATERING AND BANQUETS	rec prep fr <del>FN 240 and 244</del> to <b>FN 101 and 244</b> , sch desc
ATAS	FN 227	429856.00	MEDITERRANEAN CUISINE	SAM code fr <del>D</del> to <b>C</b> , cat desc, sch desc, moe, assign, txt
ATAS	FN 232	428456.00	HEALTHY COOKING	SAM code fr <del>D</del> to <b>C</b>
ATAS	FN 241	992635.00	CULINARY PRINC II	rec prep fr <del>FN 240</del> to <b>FN 101</b> , txt
ATAS	FN 244	430233.00	BAKING FUNDAMENTALS I	SAM code fr <del>D</del> to <b>C</b> , lrng obj, txt
ATAS	FN 246	992636.00	PANTRY	ti fr <del>PANTRY</del> to <u>INTRODUCTION TO CULINARY ARTS</u> , SAM code fr <del>C</del> to <b>D</b> , cat desc, sch desc, txt
ATAS	FN 275	431646.00	FOOD/BEVERAGE OPS	crs id fr <del>FN 275</del> to <b>FN 176</b> , CSU GE code fr <del>Not Applicable</del> to <u>Transferable as an elective--does not fit GE pattern</u> , TOP code fr <del>1306.30</del> to <b>1307.00</b> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
ATAS	GC 195	374250.05	GRAPHICS STUDIO	assign
ATAS	GD 199	90060.00	DIG ILLUS II	sr
ATAS	HORT 20	18060.00	INTRO TO HORT SCIENCE	SLOs, txt
BS	CIM 120	192265.00	COMPUTER LITERACY	hrs fr <del>1.5 hrs lec/0 hr lab/0 hr lrng cntr</del> to <b>1 hr lec/ 1.5 hrs lab/0 hr lrng cntr</b> , cat desc, sch desc, tps
BS	CIMN 250	432335.00	NETWK SECURITY ADMIN	hrs fr <del>3 hrs lec/0 hr lab/ 0 hr lrng cntr</del> to <b>2 hrs lec/3 hrs lab/0 hr lrng cntr</b> , cat desc, tps, lrng obj, SLOs, moe, txt
BS	CIMS 250	450172.00	CYBERLAW	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> to <b>2 hrs lec/3 hrs lab/0 hr lrng obj</b> , ti fr <del>CYBERLAW</del> to <u>INTRODUCTION TO CYBERSECURITY: ETHICAL HACKING/CYBERLAW</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
BS	CIMW 262	992269.00	AJAX - ADV JAVASCRIPT	hrs fr <del>3 hrs lec/0 hr lab/0 hr lrng cntr</del> to <b>2 hrs lec/3 hrs lab/0 hr lrng cntr</b> , cat desc, sch desc, tps, lrng obj, moe, txt

**SADDLEBACK COLLEGE  
REVISED COURSES  
ACADEMIC YEAR 2019-2020**

Exhibit A  
Page 3 of 3

BS	RE 176B	740090.00	RE APPRAISAL II	SAM code fr <del>B</del> to <u>C</u> , txt
FAMT	ART 40	72010.00	2-D FOUNDATIONS	SAM code fr <del>E</del> to <u>D</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
FAMT	ART 41	72030.00	THREE-DIMENSION DESGN	SAM code fr <del>E</del> to <u>D</u> , cat desc, sch desc, tps, lrng obj, SLOs, moe, assign, txt
FAMT	CWE 180	405010.00	CO-OP-ED ETT	pcs fr <del>not program applicable</del> to <u>program applicable</u>
FAMT	MUS 46	542060.05	JAZZ IMPROVISATION I	cat desc, sch desc, pcs from <del>program applicable</del> to <u>not program applicable</u>
FAMT	MUS 47	560190.00	SADDLEBACK BIG BAND	cat desc, sch desc
FAMT	MUS 140	992436.00	IMPROVISED MUS JAZZ	cat desc, sch desc
FAMT	MUS 190	542061.00	JAZZ IMPROVISATION II	cat desc, sch desc
FAMT	MUS 197	560230.00	REH/PERF JAZZ STUDIES	cat desc, sch desc
FAMT	MUS 246	992432.00	CONTEMP BIG BAND LIT	cat desc, sch desc
KNES	DANC 182	433800.00	AFRICAN DANCE I	crs id fr <del>DANC 182</del> to <u>DANC 82</u> , UC transferable course code fr <del>UC Credit-Pending</del> to <u>UC Credit</u> , cat desc, sch desc

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current**

**Advanced Fashion Design and Apparel Manufacturing  
Certificate of Achievement**

The Advanced Fashion Design and Apparel Manufacturing certificate prepares ~~the~~ Fashion design ~~student~~ to enter the ~~apparel manufacturing field. It explores the fashion industry, studying the many career options available beyond design. It then goes deeply into pattern and clothing manufacturing. The student who completes~~ the Fashion Design program and then ~~completes~~ this advanced program will not only be able to design clothing but will be able to participate in many of the manufacturing processes.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Produce a professional portfolio showcasing their advanced design 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 advanced design skills. This will increase job opportunities in the field as well as promotion for those already employed.

**Required Courses**

Course ID	Title	Units
FASH 31	Textiles	3
or		
<b>BUS 31</b>	<b>Textiles</b>	<b>3</b>
FASH 101	Introduction to Fashion Careers	3
FASH 111*	Sewing for Fashion Design II	3
FASH 112*	Fashion Sewing—Advanced	3
or		
FASH 211*	Advanced Dressmaking and Custom Sewing	3
or		
FASH 120	Tailoring	3
FASH 113*	Couture Sewing	2
FASH 124*	Wearable Art	3
or		
FASH 240	Dye Processes on Fabrics	3
or		
FASH 205*	Corset Construction	3
FASH 130*	Flat Pattern Design	4
FASH 132*	Draping Fashion Designs	3
FASH 136*	Apparel Design	3
or		
FASH 251*	Designing for a Cause and Sustainable Fashion	3
or		
FASH 224	Accessory Design	3
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 145*§	Internship	1
or		
<b>BUS 145*§</b>	<b>Internship</b>	<b>1</b>
and		
CWE 180*†	Co-Op-Ed Fashion	1
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3

**Revised**

**Advanced Fashion Design and Apparel Manufacturing  
Certificate of Achievement**

The Advanced Fashion Design and Apparel Manufacturing certificate prepares Fashion Design students to enter the field of fashion design and apparel manufacturing. It explores the fashion industry and apparel line development from concept to creation. Coursework provides opportunities for students to develop skills further in industrial sewing and advanced garment construction with courses featuring advanced sewing, couture sewing, tailoring, advanced/CAD pattern making, and advanced draping. Additionally, this program provides students with the skills necessary to develop their own line of clothing with courses in apparel design, designing for the fashion industry, Illustrator, and Photoshop. Students will explore textiles, sourcing, spec sheets and pricing. Students will be encouraged to push their creativity and entrepreneurship. All Fashion Design majors will complete an industry internship, create an industry resume/portfolio and tour major fashion companies in the southern CA area. All students will have the opportunity to participate and show their work in the annual fashion show. Students who complete the Fashion Design program and then complete this advanced program will not only be able to design clothing but will also be able to participate in many of the manufacturing processes. They will be prepared for entry level positions in occupations that include: Assistant Fashion Designer, Design Room Assistant, Advanced Sewing Machine Operator, Sourcing Specialist, Tailor, Dressmaker, Custom Sewer, Fabric and Apparel Patternmaker, CAD Patternmaker, Alteration and Fitting Specialist, Technical Designer, and Fashion Entrepreneur.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Produce a professional portfolio showcasing their advanced design 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 advanced design skills. This will increase job opportunities in the field as well as promotion for those already employed.
- Design a line of clothing from concept to creation with constructed samples and manufacturing plan.

**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 211*	Advanced Dressmaking and Custom Sewing	3
or		
FASH 120*	Tailoring	3
FASH 113*	Couture Sewing	2
FASH 124*	Wearable Art	3
or		
FASH 240	Dye Processes on Fabrics	3
or		
FASH 205*	Corset Construction	3
FASH 130*	Flat Pattern Design	4
FASH 132*	Draping Fashion Designs	3

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FASH 247	Special Events Participation	1
or		
FASH 254	Fashion in Southern California	1
FASH 234*	Advanced Pattern and Design Techniques	2
or		
FASH 238*	Advanced Draping and Fashion Design	2
or		
FASH 131*	CAD Patternmaking with Tukatech	3
FASH 235*	Designing for the Fashion Industry	2
<del>FASH 260*</del> «	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 Certificate 48-49**

**Optional Lab/Studio**

FASH 212	Construction Lab	1
FASH 213*	Designer's Lab	1
FASH 214*	Couture Lab	1
FASH 216	Costumer's Lab	1
FASH 219	Dressmaking Lab	1
FASH 220*	Tailor's Lab	1

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

†Recommended to be taken in last semester of program.

§Must be taken concurrently with CWE 180.

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

**Suggested coursework not required for the major: ART 42\*; CIM 1; FASH 120\*, FASH 143, FASH 147/BUS 147, FASH 209\*; GC 101; ETT 42-**

FASH 136*	Apparel Design	3
or		
FASH 251*	Designing for a Cause and Sustainable Fashion	3
or		
FASH 224	Accessory Design	3
FASH 141	Apparel Selection	3
<b>or</b>		
<b>FASH 230</b>	<b>Alterations and Fitting</b>	<b>3</b>
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 234*	Advanced Pattern and Design Techniques	2
or		
FASH 238*	Advanced Draping and Fashion Design	2
or		
FASH 131*	CAD Patternmaking with Tukatech	3
FASH 235*	Designing for the Fashion Industry	2
<b>FASH 155*</b> «	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
<b>Select two courses from Restricted Electives</b>		<b>2</b>

**Total Units for the Certificate 50-51**

**Restricted Electives**

FASH 212	Construction Lab	1
FASH 213*	Designer's Lab	1
FASH 214*	Couture Lab	1
FASH 216	Costumer's Lab	1
FASH 219	Dressmaking Lab	1
FASH 220*	Tailor's Lab	1

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

†Recommended to be taken in last semester of program.

§Must be taken concurrently with CWE 180.

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



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**Current**  
**American Sign Language**  
**Certificate of Achievement**

The American Sign Language (ASL) program is designed to prepare the student to be able to communicate with the Deaf Community in a variety of settings. Proficiency in ASL is valuable to professionals in special education, health sciences, audiology, and speech therapy. Students will be prepared for occupations as agency interpreters, classroom interpreters, theatre interpreters, and assistants/aids to members of the Deaf community.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate the skills needed to communicate with the Deaf community at a basic to native level.
- Show in-depth knowledge about the Deaf community and their culture.
- Competently interact with native signers.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
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
<del>SL 101</del>	Deaf Culture and its History	<u>3</u>
<b>Total Units for the Certificate:</b>		<b>19</b>

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

**Revised**  
**American Sign Language**  
**Certificate of Achievement**

The American Sign Language (ASL) program is designed to prepare the student to be able to communicate with the Deaf Community in a variety of settings. Proficiency in ASL is valuable to professionals in special education, health sciences, audiology, and speech therapy. Students will be prepared for occupations as agency interpreters, classroom interpreters, theatre interpreters, and assistants/aids to members of the Deaf community.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate the skills needed to communicate with the Deaf community at a basic to native level.
- Show in-depth knowledge about the Deaf community and their culture.
- Competently interact with native signers.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
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
<b>SL 10</b>	Deaf Culture and its History	<u>3</u>
<b>Total Units for the Certificate:</b>		<b>19</b>

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

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**Current**  
**American Sign Language**  
**Associate of Science**

The American Sign Language (ASL) program is designed to prepare the student to be able to communicate with the Deaf Community in a variety of settings. Their sets of language skills and cultural knowledge allows them to transfer into several different programs such as Theater, Health Science/medical, law, and Education just to name a few. Proficiency in ASL is valuable to professionals in special education, health sciences, audiology, and speech therapy. Students will be prepared for occupations as agency interpreters, classroom interpreters, theatre interpreters, and assistants/aids to members of the Deaf community.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate the skills needed to communicate with the Deaf community at a basic to native level.
- Show in-depth knowledge about the Deaf community and their culture.
- Competently interact with native signers.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
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
<b>SL 101</b>	Deaf Culture and its History	<u>3</u>
<b>Total Units for the Major:</b>		<b>19</b>

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

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

**Current**  
**American Sign Language**  
**Associate of Science**

The American Sign Language (ASL) program is designed to prepare the student to be able to communicate with the Deaf Community in a variety of settings. Their sets of language skills and cultural knowledge allows them to transfer into several different programs such as Theater, Health Science/medical, law, and Education just to name a few. Proficiency in ASL is valuable to professionals in special education, health sciences, audiology, and speech therapy. Students will be prepared for occupations as agency interpreters, classroom interpreters, theatre interpreters, and assistants/aids to members of the Deaf community.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate the skills needed to communicate with the Deaf community at a basic to native level.
- Show in-depth knowledge about the Deaf community and their culture.
- Competently interact with native signers.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
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
<b>SL 10</b>	Deaf Culture and its History	<u>3</u>
<b>Total Units for the Major:</b>		<b>19</b>

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

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

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**Current**

**Anthropology Associate in Arts**

Anthropology is a diverse discipline that investigates the biological and cultural life of human beings ~~at all times and in all places~~. An anthropology degree provides students with an appreciation of other ways of life, ~~different systems of belief, and different ways of constructing knowledge, and, perhaps most importantly,~~ a better understanding of the world in which they live. The curriculum in the Anthropology program is designed to provide the transfer student the opportunity to achieve an Associate ~~in~~ Arts (AA) in Anthropology degree by providing the necessary breadth in the field and an introduction to the methods used. While a baccalaureate or higher degree, which can be achieved through transfer, is recommended for those considering professional careers in anthropology, an associate degree may support attempts to gain entry-level employment as lab technicians, research assistants, museum workers, cultural resource conservators, and other related positions.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- ~~Describe the historical development and breadth of anthropology, including the "four-field approach" in American anthropology and be able to characterize anthropology's distinctive theoretical and methodological approaches with respect to other disciplines.~~
- ~~Explain the processes of human biological evolution and discuss the importance of the scientific method in anthropological research and also describe modern human biological diversity and articulate an informed position on the question of race.~~
- ~~Define and critically analyze the concepts of culture and cultural relativism and to demonstrate the ability to think holistically and comparatively in describing human cultural diversity.~~
- ~~Demonstrate an understanding of the processes of social and cultural change through time and discuss the politics of inclusion and exclusion both locally and globally as well as to articulate an anthropological perspective in relation to contemporary issues and concerns.~~
- ~~Identify the correct methods for the undertaking of ethnographic, linguistic, and/or archaeological fieldwork.~~
- ~~Identify the ethical responsibilities and concerns in the conducting of anthropological research including to critically evaluate information sources about different peoples and culture.~~

Course ID	Title	Units
ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 9	Introduction to Archaeology	3
	<b>Select from Restricted Electives</b>	<b>6</b>
	<b>Total Units for the Major:</b>	<b>18</b>

**Revised**

**Anthropology Associate of Arts**

Anthropology is a diverse discipline that investigates the biological and cultural life of human beings across time and place. An anthropology degree provides students with an appreciation of other ways of life and a better understanding of the world in which they live. The curriculum in the Anthropology program is designed to provide the transfer student the opportunity to achieve an Associate of Arts (AA) in Anthropology degree by providing the necessary breadth in the field and an introduction to the methods used. While a baccalaureate or higher degree, which can be achieved through transfer, is recommended for those considering professional careers in anthropology, an associate degree may support attempts to gain entry-level employment as lab technicians, research assistants, museum workers, cultural resource conservators, and other related positions.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Describe the breadth of anthropology and be able to characterize anthropology's distinctive theoretical and methodological approaches with respect to other disciplines.
- Explain the fundamental processes of human biological evolution.
- Describe modern human biological diversity.
- Articulate an understanding of the cultural construction and historical uses of the concept of race.
- Define and critically analyze the concepts of culture and cultural relativism.
- Demonstrate the ability to think holistically and comparatively in describing human cultural diversity.
- Critically analyze the process of globalization and its effects upon cultures around the world.
- Articulate an anthropological perspective on contemporary issues and concerns, including the politics of inclusion and exclusion both locally and globally.
- Discuss the importance of the scientific method in anthropological research.
- Identify the correct methods and ethical responsibilities involved in conducting archaeological, biological, ethnographic, and/or linguistic fieldwork.

Course ID	Title	Units
ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 9	Introduction to Archaeology	3
	<b>Select from Restricted Electives</b>	<b>6</b>
	<b>Total Units for the Major:</b>	<b>18</b>
<b>Restricted Electives</b>		
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

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**Restricted Electives**

ANTH 4	Native American Cultures	3
ANTH 5	Anthropology of Latin America-Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspectives	3
<del>ANTH 7</del>	<del>Native American Cultures of Southern California</del>	<del>3</del>
ANTH 8	World Prehistory	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
<del>ANTH 14</del>	<del>Introduction to Visual Culture</del>	<del>3</del>
ANTH 15	The World of Primates	3
ANTH 16*	Archaeological Field Methods	1
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 19*	Forensic Anthropology	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(O) and Latina(O) Cultures	3

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

**Associate in Arts Degree**

Complete a minimum of 60 units including the total number of units described above and the General Education requirements with an overall GPA of 2.0 to qualify for the Associate ~~in~~ Arts degree. A minimum of 12 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.

ANTH 8	World Prehistory	3
ANTH 10	Celtic Cultures	3
ANTH 13	Magic, Witchcraft, and Religion	3
ANTH 15	The World of Primates	3
ANTH 16*	Archaeological Field Methods	1
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 19*	Forensic Anthropology	3
ANTH 21	Women, Gender, and Culture - Cross-Cultural Perspectives	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(O) and Latina(O) Cultures	3

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

**Associate of Arts Degree**

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

**General Education Requirements for Associate Degrees**

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

SADDLEBACK COLLEGE  
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**Current**  
**Associate in Arts in Anthropology for Transfer**

The curriculum in the Anthropology program is designed to provide the transfer student the opportunity to achieve an Associate in Arts in **Anthropology for Transfer** degree by providing the necessary breadth in the field and, an introduction to the methods used. Students who complete the **Associate in Arts in Anthropology for Transfer** receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While ~~an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Describe the breadth of anthropology and be able to characterize anthropology's distinctive theoretical and methodological approaches with respect to other disciplines.
- ~~Demonstrate an understanding of the historical development of the discipline and the centrality of the four-field approach in American anthropology.~~
- Explain the **basic** processes of human biological evolution.
- Describe modern human biological diversity ~~and articulate an informed position on the question of race.~~
- Define and critically analyze the concepts of culture and cultural relativism.
- Demonstrate the ability to think holistically and comparatively in describing human cultural diversity.
- ~~Demonstrate an understanding of the processes of social and cultural change through time.~~
- ~~Discuss the politics of inclusion and exclusion both locally and globally.~~
- Articulate an anthropological perspective ~~in relation to~~ contemporary issues and concerns.
- Discuss the importance of the scientific method in anthropological research.
- Identify the correct methods ~~of the undertaking of~~ biological, ethnographic, **linguistic, and/or archaeological research.**
- ~~Identify the ethical responsibilities and concerns in the conducting of anthropological research.~~
- ~~Write concisely and logically, incorporating relevant data and knowledge.~~
- ~~Critically evaluate information sources about different peoples and cultures.~~

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

1. Completion of 60 semester units or 90 quarter units that are eligible for transfer to the California State University, including both of the following.
  - (A) The Intersegmental General Education Transfer Curriculum (IGETC) or the California State University General Education – Breadth Requirements.
  - (B) A minimum of 18 semester units or 27 quarter units in a major or area of emphasis as determined by the community college district.
  - (C) **Students must earn a C or better in all courses required for the major or area of emphasis. A "P" (Pass) grade is not an acceptable grade for courses in the major.**
2. **Obtainment of a minimum grade point average of 2.0**

**Revised**  
**Associate in Arts in Anthropology for Transfer**

The curriculum in the Anthropology program is designed to provide the transfer student the opportunity to achieve an Associate in Arts **for Transfer (AA-T)** degree **in anthropology** by providing the necessary breadth in the field and an introduction to the methods used. Students who complete the **AA-T degree in Anthropology** receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While **a baccalaureate or higher degree, which can be achieved through transfer, is recommended for those considering professional careers in anthropology, an associate degree may support attempts to gain entry-level employment as lab technicians, research assistants, museum workers, cultural resource conservators, and other related positions.**

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Describe the breadth of anthropology and be able to characterize anthropology's distinctive theoretical and methodological approaches with respect to other disciplines.
- Explain the **fundamental** processes of human biological evolution.
- Describe modern human biological diversity.
- Articulate an understanding of the cultural construction and historical uses of the concept of race.
- Define and critically analyze the concepts of culture and cultural relativism.
- Demonstrate the ability to think holistically and comparatively in describing human cultural diversity.
- **Critically analyze the process of globalization and its effects upon cultures around the world.**
- Articulate an anthropological perspective **on contemporary issues and concerns, including the politics of inclusion and exclusion both locally and globally.**
- Discuss the importance of the scientific method in anthropological research.
- Identify the correct methods **and ethical responsibilities involved in conducting archaeological, biological, ethnographic, and/or linguistic fieldwork.**

**Graduation Requirements**

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

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

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**Required Core**

ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Cultural Anthropology	3
ANTH 9	Introduction to Archaeology	3

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

ANTH 3*	Culture and Language	3
ANTH 13	Magic, Witchcraft, and Religion	3

**Group B: Select one of the following courses or any course from Group A not already used (3-4 units)**

BIO 11*	Human Anatomy	4
GEOL 1	Introduction to Physical Geology	4
GEOL 20	Introduction to Earth Science	4
GEOL 23	Environmental Geology	4

**Group C: Select from the courses below or any course from Group A or Group B not already used (3-4 units)**

ANTH 4	Native American Indian Cultures	3
ANTH 5	Anthropology of Latin America: Culture, Identity, and Power	3
ANTH 6*	Global Issues in Anthropological Perspective	3
<del>ANTH 7</del>	<del>Indians of Southern California</del>	<del>3</del>
ANTH 8	World Prehistory	3
ANTH 10	Celtic Cultures	3
<del>ANTH 14</del>	<del>Introduction to Visual Culture</del>	<del>3</del>
ANTH 15	The World of Primates	3
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 19*	Forensic Anthropology	3
ANTH 21	Women, Gender, and Culture: Cross-Cultural Perspectives	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3
<b>Total Units for the Major</b>		<b>18-20</b>

**General Education (CSU GE or IGETC) 37-39**

**Additional CSU transferable electives may be needed to meet the 60 unit requirement for AD-T degrees**

**Total Degree Units 60**

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

**Required Core**

ANTH 1	Biological Anthropology	3
Or		
ANTH 1H	Honors Biological Anthropology	3
ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Cultural Anthropology	3
ANTH 9	Introduction to Archaeology	3

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

ANTH 3*	Culture and Language	3
ANTH 13	Magic, Witchcraft, and Religion	3

**Group B: Select one to two (3-5 units)**

BIO 11*	Human Anatomy	4
GEOL 1	Introduction to Physical Geology	4
GEOL 20	Introduction to Earth Science	4
GEOL 23	Environmental Geology	4

**Group C: Select one (3 units)**

ANTH 4	Native American Indian 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 10	Celtic Cultures	3
ANTH 15	The World of Primates	3
<del>ANTH 16*</del>	<del>Archaeological Field Methods</del>	<del>1</del>
ANTH 17	The Biological Evolution of Human Nature	3
ANTH 19*	Forensic Anthropology	3
ANTH 21	Women, Gender, and Culture: Cross-Cultural Perspectives	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(o) and Latina(o) Cultures	3
<b>Total Units for the Major</b>		<b>18-19</b>
<b>Total Degree Units</b>		<b>60</b>

**General Education (CSU GE or IGETC) 37-39**

**Additional CSU transferable electives may be needed to meet the 60 unit requirement for AD-T degrees**

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
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**Current  
Catering  
Certificate of Achievement**

The Catering program is designed to prepare students for a wide variety of employment opportunities within catering operations ~~as well as for developing and owning their own catering business.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate preparation for employment in the catering industry.
- Demonstrate proficient catering skills necessary for business operations.
- Demonstrate competence in the production of catered events.

**Required Courses**

Course ID	Title	Units
<del>BUS 160</del>	<del>Entrepreneurship</del>	<del>3</del>
CWE 180†	<del>Co-Op-Ed Foods and Nutrition</del>	2
and		
FN 261†	Internship	1
FN 50	Fundamentals of Nutrition	3
or		
FN 205	Nutrition for Culinary Professionals	3
<del>FN 110*</del>	<del>Food Preparation Essentials</del>	<del>3</del>
FN 120*	<del>Contemporary</del> Meals	3
FN 171	Sanitation and Safety	2
or		
FN 210	ServSafe in Food Production	1
FN 173*	Catering and Banquets	3
<del>FN 240*</del>	<del>Culinary Principles I</del>	<del>3</del>
<del>FN 241*</del>	<del>Culinary Principles II</del>	<del>3</del>
FN 244*	Baking Fundamentals I	3
FN 246*	<del>Pantry</del>	3
<del>FN 275</del>	Food and Beverage Operations	3
	Select from Restricted Electives	4

**Total Units for the Certificate 38-39**

**Restricted Electives**

FN 140*	<del>Cultural Cuisine</del>	2
FN 220*	French Bistro Cuisine	2
FN 222*	Chinese Cuisine	2
FN 223*	Asian Cuisine	2
FN 226*	Mexican Cuisine	2
FN 227*	Mediterranean Cuisine	2
FN 228*	Italian Cuisine	2
FN 232*	Techniques of Healthy Cooking	2
FN 236*	American Regional Cuisine	2
<del>FN 241*</del>	<del>Culinary Principles II</del>	<del>3</del>
FN 245*	Baking Fundamentals II	2

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

†Recommended to be taken in last semester of program.

**Revised  
Catering  
Certificate of Achievement**

The Catering **Certificate of Achievement** program is designed to prepare students for a wide variety of employment opportunities within catering operations **such as catering managers, catering chefs and head cooks, catering cooks, and catering business owners. In addition, the program also offers coursework for professional improvement. Students will be provided with the essential skills of sanitation, foundational cooking and baking, operations, and production in order to reach their career goals and to be competitive in the marketplace.**

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate preparation for employment in the catering industry.
- Demonstrate proficient catering skills necessary for business operations.
- Demonstrate competence in the production of catered events.

**Required Core**

Course ID	Title	Units
FN 171♦	Sanitation and Safety	2
or		
FN 210♦	ServSafe in Food Production	1
FN 246*	<b>Introduction to Culinary Arts</b>	3
FN 120*	<b>Sustainable</b> Meals	3
<del>FN 101*</del>	<del>Culinary Principles I</del>	<del>3</del>
FN 244*	Baking Fundamentals I	3
<del>FN 176</del>	<del>Food and Beverage Operations</del>	<del>3</del>
FN 173*	Catering and Banquets	3
<del>FN 152</del>	<del>Special Events and Catering Management</del>	<del>3</del>
<del>FN 285</del>	<del>Personal Chef</del>	<del>3</del>
CWE 180†	<b>Co-Op-Ed Culinary Arts</b>	2
and		
FN 261†	Internship	1
FN 50	Fundamentals of Nutrition	3
or		
FN 205	Nutrition for Culinary Professionals	3
	Select from <b>Two Courses from</b> Restricted Electives <b>2-6</b>	

**Total Units for the Certificate 32-38**

**Restricted Electives**

FN 220*	French Bistro Cuisine	2
<del>BUS 160</del>	<del>Entrepreneurship</del>	<del>3</del>
FN 232*	Techniques of Healthy Cooking	2
FN 140*	<b>World Cuisines</b>	2
FN 222*	Chinese Cuisine	2
FN 245*	Baking Fundamentals II	3
<del>FN 142*</del>	<del>Classical French Cuisine</del>	<del>2</del>
FN 223*	Asian Cuisine	2
FN 226*	Mexican Cuisine	2
FN 227*	Mediterranean Cuisine	2
FN 228*	Italian Cuisine	2
<del>FN 230*</del>	<del>Vegetarian Cuisine</del>	<del>2</del>
FN 236*	American Regional Cuisine	2
<del>FN 281</del>	<del>Flavor Dynamics</del>	<del>3</del>
<del>FN 235</del>	<del>European Regional Foods Tour</del>	<del>2</del>
<del>FN 282</del>	<del>Introduction to Herbs</del>	<del>2</del>
<del>FN 286*</del>	<del>Sugar Confectionery</del>	<del>1</del>
<del>FN 287*</del>	<del>Chocolate Confectionery</del>	<del>1</del>
<del>FN 288*</del>	<del>Advanced Baking and Pastry</del>	<del>3</del>

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

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

†Recommended to be taken in last semester of program.

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
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**Current  
Catering  
Associate in Science**

The Catering program is designed to prepare students for a wide variety of employment opportunities within catering operations ~~as well as for developing and owning their own catering business.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate preparation for employment in the catering industry.
- Demonstrate proficient catering skills necessary for business operations.
- Demonstrate competence in the production of catered events.

**Required Courses**

Course ID	Title	Units
<del>BUS 160</del>	<del>Entrepreneurship</del>	<del>3</del>
CWE 180†	<del>Co-Op-Ed Foods and Nutrition</del>	2
and		
FN 261†	Internship	1
FN 50	Fundamentals of Nutrition	3
or		
FN 205	Nutrition for Culinary Professionals	3
<del>FN 110*</del>	<del>Food Preparation Essentials</del>	<del>3</del>
FN 120*	<del>Contemporary</del> Meals	3
FN 171	Sanitation and Safety	2
or		
FN 210	ServSafe in Food Production	1
FN 173*	Catering and Banquets	3
<del>FN 240*</del>	<del>Culinary Principles I</del>	<del>3</del>
<del>FN 241*</del>	<del>Culinary Principles II</del>	<del>3</del>
FN 244*	Baking Fundamentals I	3
FN 246*	<del>Pantry</del>	3
<del>FN 275</del>	Food and Beverage Operations	3
	Select from Restricted Electives	4

**Total Units for the Major** ~~38-39~~

**Restricted Electives**

FN 140*	<del>Cultural Cuisine</del>	2
FN 220*	French Bistro Cuisine	2
FN 222*	Chinese Cuisine	2
FN 223*	Asian Cuisine	2
FN 226*	Mexican Cuisine	2
FN 227*	Mediterranean Cuisine	2
FN 228*	Italian Cuisine	2
FN 232*	Techniques of Healthy Cooking	2
FN 236*	American Regional Cuisine	2
<del>FN 241*</del>	<del>Culinary Principles II</del>	<del>3</del>
FN 245*	Baking Fundamentals II	2

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

†Recommended to be taken in last semester of program.

**Associate in Science Degree**

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

**Revised  
Catering  
Associate of Science**

The Catering Associate of Science program is designed to prepare students for a wide variety of employment opportunities within catering operations such as catering managers, catering chefs and head cooks, catering cooks, and catering business owners. In addition, the program also offers coursework for professional improvement. Students will be provided with the essential skills of sanitation, foundational cooking and baking, operations, and production in order to reach their career goals and to be competitive in the marketplace.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate preparation for employment in the catering industry.
- Demonstrate proficient catering skills necessary for business operations.
- Demonstrate competence in the production of catered events.

**Required Core**

Course ID	Title	Units
FN 171♦	Sanitation and Safety	2
or		
FN 210♦	ServSafe in Food Production	1
FN 246*	<u>Introduction to Culinary Arts</u>	3
FN 120*	<u>Sustainable</u> Meals	3
<del>FN 101*</del>	<del>Culinary Principles I</del>	<del>3</del>
FN 244*	Baking Fundamentals I	3
<del>FN 176</del>	<del>Food and Beverage Operations</del>	<del>3</del>
FN 173*	Catering and Banquets	3
<del>FN 152</del>	<del>Special Events and Catering Management</del>	<del>3</del>
<del>FN 285</del>	<del>Personal Chef</del>	<del>3</del>
CWE 180†	<u>Co-Op-Ed Culinary Arts</u>	2
and		
FN 261†	Internship	1
FN 50	Fundamentals of Nutrition	3
or		
FN 205	Nutrition for Culinary Professionals	3
	Select from <u>Two Courses from</u> Restricted Electives	2-6

**Total Units for the Major** ~~32-38~~

**Restricted Electives**

FN 220*	French Bistro Cuisine	2
<del>BUS 160</del>	<del>Entrepreneurship</del>	<del>3</del>
FN 232*	Techniques of Healthy Cooking	2
FN 140*	<u>World Cuisines</u>	2
FN 222*	Chinese Cuisine	2
FN 245*	Baking Fundamentals II	3
<del>FN 142*</del>	<del>Classical French Cuisine</del>	<del>2</del>
FN 223*	Asian Cuisine	2
FN 226*	Mexican Cuisine	2
FN 227*	Mediterranean Cuisine	2
FN 228*	Italian Cuisine	2
<del>FN 230*</del>	<del>Vegetarian Cuisine</del>	<del>2</del>
FN 236*	American Regional Cuisine	2



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**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: FCS 115, FCS 142; FN 64, FN 160.~~

<b>FN 281</b>	<b>Flavor Dynamics</b>	<b>3</b>
<b>FN 235</b>	<b>European Regional Foods Tour</b>	<b>2</b>
<b>FN 282</b>	<b>Introduction to Herbs</b>	<b>2</b>
<b>FN 286*</b>	<b>Sugar Confectionery</b>	<b>1</b>
<b>FN 287*</b>	<b>Chocolate Confectionery</b>	<b>1</b>
<b>FN 288*</b>	<b>Advanced Baking and Pastry</b>	<b>3</b>

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

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

†Recommended to be taken in last semester of program.

**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.

SADDLEBACK COLLEGE  
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**Current**  
**Communication Studies**  
**Associate in Arts for Transfer**

Intended for students who wish to develop a fundamental understanding of how communication functions in their daily life and in the fabric of society. After successful completion of the transfer degree in Communication Studies, students may pursue a baccalaureate degree in such areas as teaching, public speaking, law, public relations, advertising, organizational, intercultural, and interpersonal communication. The Associate in Arts in Communication Studies for Transfer Degree may support attempts to gain entry-level employment in fields such as business, industry, government, social service, education, and law.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate ethical ways of interacting in their everyday lives.
- Demonstrate ability to effectively deliver public presentations before live audiences in a variety of settings.
- Apply practical strategies for enhancing the quality of their personal and professional relationships.
- Demonstrate ability to consume public communication critically.
- Demonstrate the ability to construct mindful messages through research and analysis of evidence whether communicated orally or in writing.

**Graduation Requirements**

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

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

**Required Courses:**

<b>SP 1</b>	Communication Fundamentals	3
or		
<b>SP 1H</b>	Honors Communication Fundamentals	3

**List A: Complete the following courses (6 Units)**

<b>SP 3</b>	Argumentation and Debate	3
<b>SP 5</b>	Interpersonal Communication	3

**Revised**  
**Communication Studies**  
**Associate in Arts for Transfer**

Intended for students who wish to develop a fundamental understanding of how communication functions in their daily life and in the fabric of society. After successful completion of the transfer degree in Communication Studies, students may pursue a baccalaureate degree in such areas as teaching, public speaking, law, public relations, advertising, organizational, intercultural, and interpersonal communication. The Associate in Arts in Communication Studies for Transfer Degree may support attempts to gain entry-level employment in fields such as business, industry, government, social service, education, and law.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate ethical ways of interacting in their everyday lives.
- Demonstrate ability to effectively deliver public presentations before live audiences in a variety of settings.
- Apply practical strategies for enhancing the quality of their personal and professional relationships.
- Demonstrate ability to consume public communication critically.
- Demonstrate the ability to construct mindful messages through research and analysis of evidence whether communicated orally or in writing.

**Graduation Requirements**

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

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

**Required Core:**

<b>COMM 1*</b>	Communication Fundamentals	3
or		
<b>COMM 1H*</b>	Honors Communication Fundamentals	3

**List A: Complete the following courses (6 Units)**

<b>COMM 3</b>	Argumentation and Debate	3
<b>COMM 5</b>	Interpersonal Communication	3

SADDLEBACK COLLEGE  
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**List B: Select two of the following courses (6 Units)**

<b>SP</b> 106	Forensics Activity	3
<b>SP</b> 20	Intercultural Communication	3
CTVR 1	Mass Media and Society	3
or		
JRN 1	Mass Media and Society	3
<b>SP</b> 30	Introduction to Oral Interpretation	3
<b>SP</b> 2*	Persuasion	3
CTVR 124*	Television Production I	3
MATH 10*	Introduction to Statistics	3

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

ANTH 2	Cultural Anthropology	3
or		
ANTH 2H	Honors Cultural Anthropology	3
PSYC 1	Introduction to Psychology	3
or		
PSYC 1H	Honors Introduction to Psychology	3
SOC 1	Introduction to Sociology	3
ENG 25*	Introduction to Literature	3
ENG 1B*	Principles of Composition II	3
or		
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3
JRN 2*	News Writing	3
<b>SP</b> 8	Gender Communication	3
<b>SP</b> 32*	Interpreters' Theatre	3

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**Total Units for the Major 18**

**List B: Select two of the following courses (6 Units)**

<b>COMM</b> 106	Forensics Activity	3
<b>COMM</b> 20	Intercultural Communication	3
CTVR 1	Mass Media and Society	3
or		
JRN 1	Mass Media and Society	3
<b>COMM</b> 30	Introduction to Oral Interpretation	3
<b>COMM</b> 2*	Persuasion	3
CTVR 124*	Television Production I	3
MATH 10*	Introduction to Statistics	3

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

ANTH 2	Cultural Anthropology	3
or		
ANTH 2H	Honors Cultural Anthropology	3
PSYC 1	Introduction to Psychology	3
or		
PSYC 1H	Honors Introduction to Psychology	3
SOC 1	Introduction to Sociology	3
ENG 25*	Introduction to Literature	3
ENG 1B*	Principles of Composition II	3
or		
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3
JRN 2*	News Writing	3
<b>COMM</b> 8	Gender Communication	3
<b>COMM</b> 32*	Interpreters' Theatre	3

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**Total Units for the Major 18**

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

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

SADDLEBACK COLLEGE  
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**Current**  
**Dance Associate of Arts**

The curriculum in the Dance degree is presented in an active learning environment where students are trained in both dance technique and theory classes to prepare them for future careers in the performing arts and related fields. Courses cover major dance technique forms, choreography, dance production, dance history and somatic practices. Upon completion of the Dance A.A. degree, students will be prepared to transfer to a four-year institution to pursue a baccalaureate or higher degree in dance or a related field; colleges to which they might considering transferring include CSU Dominguez Hills, CSU Los Angeles, SFSU, CSU Sonoma, UC Berkeley, UC Davis, UC Riverside and UC San Diego. Some B.A./B.F.A in Dance programs require an audition; students should check the transfer requirements for individual schools. While a baccalaureate degree is recommended, students completing their Dance A.A. will also be eligible to audition and apply for opportunities in the dance field, including as a performer with professional companies or touring productions, a teacher at a dance studio, or a choreographer.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate fundamental positions and qualities with body awareness and alignment in rehearsal and/or performance specific to the technique given in class.
- Perform movement combinations with performance quality, strength, rhythm, balance and flexibility specific to the technique assigned.
- Accurately apply dance terminology, vocabulary, and concepts through writing, performance and/or various forms of expression.
- Identify technical support through the staging of choreographic works in a dance performance.
- Create dances using phrasing, variations, abstraction and other elements of design for a theatrical or informal performance.
- Describe particular dance forms.
- Make connections between dance and the arts and humanities to demonstrate knowledge and an appreciation of factors that influenced and helped to mold various dance forms.

Course ID	Title	Units
DANC 9	Choreography	3
DANC 10	Dance Production	1-2
or		
DANC 11	Dance Rehearsal and Performance	1-2
DANC 12*	Intermediate Dance Production	1
or		
DANC 14*	Intermediate Dance Rehearsal and Performance	1
DANC 52	Ballet Dancing Level I	1-1.5
DANC 53*	Intermediate Ballet	1-1.5
DANC 54	Introduction to Modern Dance	1-1.5
DANC 55*	Modern Dance Level I	1-1.5
DANC 57	Introduction to Jazz Dancing	1-1.5
DANC 58	Jazz Dancing Level I	1-1.5
DANC 64	History of Dance	3

**Revised**  
**Dance Associate of Arts**

The curriculum in the Dance degree is presented in an active learning environment where students are trained in both dance technique and theory classes to prepare them for future careers in the performing arts and related fields. Courses cover major dance technique forms, choreography, dance production, dance history and somatic practices. Upon completion of the Dance A.A. degree, students will be prepared to transfer to a four-year institution to pursue a baccalaureate or higher degree in dance or a related field; colleges to which they might considering transferring include CSU Dominguez Hills, CSU Los Angeles, SFSU, CSU Sonoma, UC Berkeley, UC Davis, UC Riverside and UC San Diego. Some B.A./B.F.A in Dance programs require an audition; students should check the transfer requirements for individual schools. While a baccalaureate degree is recommended, students completing their Dance A.A. will also be eligible to audition and apply for opportunities in the dance field, including as a performer with professional companies or touring productions, a teacher at a dance studio, or a choreographer.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate fundamental positions and qualities with body awareness and alignment in rehearsal and/or performance specific to the technique given in class.
- Perform movement combinations with performance quality, strength, rhythm, balance and flexibility specific to the technique assigned.
- Accurately apply dance terminology, vocabulary, and concepts through writing, performance and/or various forms of expression.
- Identify technical support through the staging of choreographic works in a dance performance.
- Create dances using phrasing, variations, abstraction and other elements of design for a theatrical or informal performance.
- Describe particular dance forms.
- Make connections between dance and the arts and humanities to demonstrate knowledge and an appreciation of factors that influenced and helped to mold various dance forms.

Course ID	Title	Units
DANC 9	Choreography	3
DANC 10	Dance Production	1-2
or		
DANC 11	Dance Rehearsal and Performance	1-2
DANC 12*	Intermediate Dance Production	1
or		
DANC 14*	Intermediate Dance Rehearsal and Performance	1
DANC 52	Ballet Dancing Level I	1-1.5
DANC 53*	Intermediate Ballet	1-1.5
DANC 54	Introduction to Modern Dance	1-1.5
DANC 55*	Modern Dance Level I	1-1.5
DANC 57	Introduction to Jazz Dancing	1-1.5
DANC 58	Jazz Dancing Level I	1-1.5
DANC 64	History of Dance	3

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MUS 20	Music Appreciation	3
	Select from Restricted Electives	5-6

**Total Units for the Major 22-27**

**Restricted Electives:**

DANC 8	Dance Pedagogy	3
DANC 15*	Repertory I	1-2
DANC 16*	Repertory II	1
DANC 17	Site Specific Performance	1
DANC 18*	Dance Ensemble Performance	2
DANC 19*	Choreography II	3
DANC 28	Yoga for Dancers	1.5
DANC 59*	Intermediate Jazz Dancing	1-1.5
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
DANC/KNES 65	Introduction to Mat Pilates	1-1.5
DANC 66	Introduction to Latin Dance	1
DANC 67*	Pointe Ballet	1-1.5
DANC 68	Introduction to Social Dance	1
DANC 69*	Intermediate Social Dance	1
DANC 70*	Intermediate Latin Dance	1
DANC 71*	Advanced Ballet	1-1.5
DANC 72*	Advanced Modern Dance	1-1.5
DANC 73*	Advanced Jazz Dance	1
DANC 74	Multicultural Dance History in the United States	3
DANC 75*	Advanced Tap Dance	1
DANC 78	Hip Hop	1
DANC 79*	Hip Hop Level I	1
DANC 80*	Intermediate Hip Hop	1
DANC 81*	Advanced Hip Hop	1
DANC 82	African Dance I	1
DANC 83	African Dance II	1
ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3

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

MUS 20	Music Appreciation	3
	Select from Restricted Electives	5-6

**Total Units for the Major 22-27**

**Restricted Electives:**

DANC 8	Dance Pedagogy	3
DANC 15*	Repertory I	1-2
DANC 16*	Repertory II	1
DANC 17	Site Specific Performance	1
DANC 18*	Dance Ensemble Performance	2
DANC 19*	Choreography II	3
DANC 28	Yoga for Dancers	1.5
DANC 59*	Intermediate Jazz Dancing	1-1.5
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
DANC/KNES 65	Introduction to Mat Pilates	1-1.5
DANC 66	Introduction to Latin Dance	1
DANC 67*	Pointe Ballet	1-1.5
DANC 68	Introduction to Social Dance	1
DANC 69*	Intermediate Social Dance	1
DANC 70*	Intermediate Latin Dance	1
DANC 71*	Advanced Ballet	1-1.5
DANC 72*	Advanced Modern Dance	1-1.5
DANC 73*	Advanced Jazz Dance	1
DANC 74	Multicultural Dance History in the United States	3
DANC 75*	Advanced Tap Dance	1
DANC 78	Hip Hop	1
DANC 79*	Hip Hop Level I	1
DANC 80*	Intermediate Hip Hop	1
DANC 81*	Advanced Hip Hop	1
DANC 82	African Dance I	1
DANC 83	African Dance II	1
ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3

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

**Associate of Arts Degree**

Completion of the required courses in the major 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

**General Education Requirements for Associate Degrees**

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

**Associate of Arts Degree**

Completion of the required courses in the major 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

**General Education Requirements for Associate Degrees**

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SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current**  
**Ecological Restoration**  
**Certificate of Achievement**

~~The certificate in Ecological Restoration trains students for a practical ecological application of appropriate techniques for a variety of ecological restoration projects. The projects may be carried out by industry or government agencies and may have specific legal requirements for implementation and proof of success. Students completing the certificate may be hired by local, county, state, or federal government; private consulting firms; or subcontractors hired by any of these agencies.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Describe the major restoration techniques and identify the benefits and limitations of each approach.
- Develop a restoration plan for a specific site.
- Identify the regulatory and technical requirements for monitoring restoration sites.

**Required Courses**

Course ID	Title	Units
ECOL 201	Ecological Restoration Techniques	4
ECOL 202	Advanced Ecological Restoration Techniques	4
ENV 1	Introduction to Environmental Studies	3
ENV 18	Introduction to Ecology	4
	Select from Restricted Electives	<b>13</b>
<b>Total Units for the Certificate</b>		<b>28</b>

**Restricted Electives**

CWE 180	Co-Op-Ed Ecological Restoration	1
or		
CWE 180	Co-Op-Ed Ecological Restoration	2
ENV 24	Natural History of California	4
ENV 105*	Environmental Studies Internship	2
ENV 123	Water and Soil Conservation	3
<b>ENV 202</b>	<b>Green Living</b>	<b>2</b>
GEOG 110	Introduction to Geographic Information Systems (GIS)	2
or		
GIS 110	Introduction to Geographic Information Systems (GIS)	2
HORT 113	Soils and Fertilizers	3
HORT 116	Irrigation <b>Systems</b>	3
HORT 166	<b>Ornamental Native Plants</b>	<b>1.5</b>

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

**Suggested coursework not required for the major: ARCH 50/DR 50; ENV 106; GEOL 23/ENV 23.**

**Revised**  
**Ecological Restoration**  
**Certificate of Achievement**

The Ecological Restoration Certificate prepares students to use basic and applied ecological concepts to reclaim and/or restore natural processes and functions to disturbed ecosystems. As the only available technical certificate in Ecological Restoration in Southern California, the program emphasizes application of restoration techniques to monitor, assess, preserve, and restore ecosystems while providing students a solid foundation in local natural history, ecological concepts, ecological disturbances, and an understanding of natural resource management policy.

Students completing the certificate will be prepared to pursue professional opportunities such as restoration ecologist, environmental restoration planner, field technician, or similar with organizations including government (US Forest Service, National Park Service, California State Parks), corporate (ecological/environmental consulting firms), and non-profit (nature centers, community-based restoration, land trusts and conservancies).

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Describe the major restoration techniques and identify the benefits and limitations of each approach.
- Develop a restoration plan for a specific site.
- Identify the regulatory and technical requirements for monitoring restoration sites.

**Required Core**

Course ID	Title	Units
ECOL 201	Ecological Restoration Techniques	4
ECOL 202	Advanced Ecological Restoration Techniques	4
ENV 1	Introduction to Environmental Studies	3
ENV 18	Introduction to Ecology	4
	Select <b>4 Courses</b> from Restricted Electives	<b>7-13</b>
<b>Total Units for the Certificate</b>		<b>22-28</b>

**Restricted Electives**

ENV 24	Natural History of California	4
<b>ENV 37</b>	<b>Environmental Ethics</b>	<b>3</b>
<b>ENV 40</b>	<b>Environmental Law and Policy</b>	<b>3</b>
ENV 105*	Environmental Studies Internship	2
ENV 123	Water and Soil Conservation	3
GEOG 110	Introduction to Geographic Information Systems (GIS)	2
or		
GIS 110	Introduction to Geographic Information Systems (GIS)	2
HORT 113	Soils and Fertilizers	3
HORT 116	Irrigation <b>Design Fundamentals</b>	3
HORT 166	<b>Native Plants in the Urban Landscape</b>	<b>2</b>
CWE 180	Co-Op-Ed Ecological Restoration	1
or		
CWE 180	Co-Op-Ed Ecological Restoration	2

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current**  
**Emergency Medical Technician**  
**Occupational Skills Award**

The Emergency Medical Technology **curriculum** is designed to prepare the student for licensure as an EMT. The course prepares the student to care for the sick and injured in the hospital, at the scene of an emergency, and/or during transport.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
<b>Required Core</b>		
EMT 207*	Emergency Medical Technician Procedures	11
EMT 207C*	Emergency Medical Technician Clinical Observation	.75
<b>Total Units for the Award</b>		<b><u>11.75</u></b>

**Revised**  
**Emergency Medical Technician**  
**Occupational Skills Award**

The Emergency Medical Technician **Occupational Skills Award** is designed to prepare the student for licensure as an EMT. The course prepares the student to care for the sick and injured in the hospital, at the scene of an emergency, and/or during transport.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Cognitive Students who complete this program will be able to demonstrate proficiency in the cognitive aspects of prehospital emergency medical care as specified in the National Emergency Medical Services Education Standards.
- Psychomotor Students who complete this program will be able to demonstrate proficiency in the psychomotor aspects of prehospital emergency medical care as specified in the National Emergency Medical Services Education Standards.
- Affective Students who complete this program will be able to demonstrate proficiency in the affective aspects of prehospital emergency medical care as specified in the National Emergency Medical Services Education Standards.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
<b>Required Core</b>		
EMT 207*	Emergency Medical Technician Procedures	11
EMT 207C*	Emergency Medical Technician Clinical Observation	<u>1</u>
<b>Total Units for the Award</b>		<b><u>12</u></b>

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current**

**Associate in Arts in English for Transfer**

The English curriculum provides the transfer student the opportunity to earn an Associate in Arts in English for Transfer degree that will allow completion of both general education requirements and major preparatory course work. In addition, the selection of courses ensures the English major a broad perspective on the history of literature, coupled with the necessary writing, thinking, and research training essential for academic achievement. Students who complete the Associate in Arts Degree in English for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate writing fluency, critical thinking ability, and research skills. These skills will include grammar review as well as expository and persuasive writing instruction.
- Use skill and creativity along with critical judgment of literary forms as they compose their own nonfiction, short stories, novels, poems, plays, and screenplays.
- Examine traditional literary themes and genres in courses addressing American, British and World literature, and students will explore contemporary themes and genres in courses such as **African-American Literature, Ethnic Voices in Literature, and Women Authors**. The broad spectrum of literature courses allows students to focus on a particular area of interest.

Course ID	Title	Units
<b>Required Courses</b>		
ENG 1B*	Principles of Composition II	3
ENG 25*	Introduction to Literature	3

**Group A**

**Select two of the following courses (6 units):**

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 21A*	World Literature – Ancient to 17 <sup>th</sup> Century	3
ENG 21B*	World Literature – 17 <sup>th</sup> Century to Modern Period	3

**Group B (3 units)**

ENG 3*	Introduction to Creative Writing	3
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**Group C**

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

ENG 1A*	Principles of Composition I	4
SPAN 1*	Elementary Spanish	5
SPAN 2*	Elementary Spanish	5
SPAN 3*	Intermediate Spanish	5
JRN 2*	News Writing	3
BUS 104*	Business Communication	3
SP 30	Introduction to Oral Interpretation	3
TA 20	Theatre Appreciation	3

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

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

**Revised**

**Associate in Arts in English for Transfer**

English curriculum provides the transfer student the opportunity to earn an Associate in Arts in English for Transfer degree that will allow completion of both general education requirements and major preparatory course work. In addition, the selection of courses ensures the English major a broad perspective on the history of literature, coupled with the necessary writing, thinking, and research training essential for academic achievement. Students who complete the Associate in Arts Degree in English for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain entry-level employment or promotion, a baccalaureate or higher degree is recommended for those considering professional careers, which can be achieved through transfer.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate writing fluency, critical thinking ability, and research skills. These skills will include grammar review, as well as expository and persuasive writing instruction.
- Use skill and creativity along with critical judgment of literary forms, as they compose their own nonfiction, short stories, novels, poems, plays, and screenplays.
- Examine traditional literary themes and genres in courses addressing American, British and World literature. Students will explore contemporary themes and genres in courses such as **Introduction to the Novel, Ethnic Voices in Literature, and The Film as Literature**. The broad spectrum of literature courses allows students to focus on a particular area of interest.

Course ID	Title	Units
<b>Required Courses</b>		
ENG 1B*	Principles of Composition II	3
<b>Or</b>		
<b>ENG 18H*</b>	<b>Honors Principles of Composition II</b>	<b>3</b>
<b>Or</b>		
<b>ENG 70*</b>	<b>Reasoning and College Reading</b>	<b>3</b>
ENG 25*	Introduction to Literature	3

**LIST A**

**Select two (6 units):**

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 21A*	World Literature – Ancient to 17 <sup>th</sup> Century	3
ENG 21B*	World Literature – 17 <sup>th</sup> Century to Modern Period	3

**LIST B Any LIST A course not already used OR**

ENG 3*	Introduction to Creative Writing	3
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**LIST C**

**Select one (3 units):**

ENG 1A*	Principles of Composition I	4
<b>Or</b>		
<b>ENG 1AH*</b>	<b>Honors Principles of Composition I</b>	<b>4</b>
SPAN 1*	Elementary Spanish	5
<b>Or</b>		
<b>SPAN 1H*</b>	<b>Honors Elementary Spanish</b>	<b>5</b>
SPAN 2*	Elementary Spanish	5
<b>Or</b>		
<b>SPAN 2H*</b>	<b>Honors Elementary Spanish</b>	<b>5</b>
SPAN 3*	Intermediate Spanish	5
JRN 2*	News Writing	3
BUS 104*	Business Communication	3
<b>COMM 30</b>	<b>Introduction to Oral Interpretation</b>	<b>3</b>
TA 20	Theatre Appreciation	3

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

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



SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current**

**English Literature Associate in Arts**

The curriculum in the English Literature Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering majors related to this field, earning the Associate degree would demonstrate achievement and may support attempts to gain entry-level employment and promotion.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate writing fluency, critical thinking ability, and research skills. These skills will include grammar review as well as expository and persuasive writing instruction.
- Use skill and creativity along with critical judgment of literary forms as they compose their own nonfiction, short stories, novels, poems, plays, and screenplays.
- Examine traditional literary themes and genres in courses addressing American, British and World literature, ~~and~~ students will explore contemporary themes and genres in courses such as ~~African-American Literature, Ethnic Voices in Literature, and Women Authors~~. The broad spectrum of literature courses allows students to focus on a particular area of interest.

Course ID	Title	Units
ENG 1A*	Principles of Composition I	4
ENG 1B*	Principles of Composition II	3
	<b>Select from Restricted Electives</b>	12
	<b>Total Units for the Major:</b>	19

**Restricted Electives**

ENG 15A\*, 15B\*, 17A\*, 17B\*, 18\*, 19\*, ~~20\*~~, 21A\*, 21B\*, 27A\*.

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

**Associate in Arts Degree**

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

**General Education Requirements for Associate Degrees**

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

**Revised**

**English Literature Associate of Arts**

The curriculum in the English Literature Associate Degree program is designed to provide the transfer student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering majors related to this field, earning the Associate degree would demonstrate achievement and may support attempts to gain entry-level employment and promotion. Students earning the English Literature Associate of Arts degree may transfer into degree programs such as: English, English Literature, and English Education.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate writing fluency, critical thinking ability, and research skills. These skills will include grammar review, as well as expository and persuasive writing instruction.
- Use skill and creativity along with critical judgment of literary forms, as they compose their own nonfiction, short stories, novels, poems, plays, and screenplays.
- Examine traditional literary themes and genres in courses addressing American, British and World literature. Students will explore contemporary themes and genres in courses such as Introduction to the Novel, Ethnic Voices in Literature, and The Film as Literature. The broad spectrum of literature courses allows students to focus on a particular area of interest.

Course ID	Title	Units
ENG 1A*	Principles of Composition I	4
<b>Or</b>		
<b>ENG 1AH*</b>	<b>Honors Principles of Composition I</b>	<b>4</b>
ENG 1B*	Principles of Composition II	3
<b>Or</b>		
<b>ENG 1BH*</b>	<b>Honors Principles of Composition II</b>	<b>3</b>
<b>Or</b>		
<b>ENG 70*</b>	<b>Reasoning and College Reading</b>	<b>3</b>
	<b>Select from Restricted Electives</b>	12
	<b>Total Units for the Major:</b>	19
<b>Restricted Electives:</b>		
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 <sup>th</sup> Century	3
ENG 21B*	World Literature – 17 <sup>th</sup> Century to Modern Period	3
ENG 22*	Introduction to Shakespeare	3
ENG 27A*	Introduction to the Novel	3
<b>Or</b>		
<b>ENG 27AH*</b>	<b>Honors Introduction to the Novel</b>	<b>3</b>

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

**Associate of Arts Degree**

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

**General Education Requirements for Associate Degrees**

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Required Core**

Course ID	Title	Units
FASH 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 140	Fashion Image	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
FASH 154	Fashion Illustration	3
	Select from Restricted Electives	2-3

**Total Units for the Major** **23-24**

**Restricted Electives**

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

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

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

§ Must be taken concurrently with CWE 180.

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Required Core**

Course ID	Title	Units
FASH 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 140	Fashion Image	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
FASH 154	Fashion Illustration	3
	Select from Restricted Electives	2-3

**Total Units for the Major** **23-24**

**Restricted Electives**

ARTH 100	Art Gallery Display and Exhibition	3
CWE 180*†	Co-Op-Ed Fashion	1
	and	
FASH 145*§	Internship	1
<b>FASH 155*</b>	The Digital Fashion Image	2
FASH 250	Fashion Trend Forecasting	3
ID 114	Applied Color and Design Theory for Interior Design	3
ID 115*	CAD for Interior Design	3

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

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

§ Must be taken concurrently with CWE 180.

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

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

The Fashion Merchandising Certificate of Achievement provides the student with a comprehensive academic foundation to pursue multiple fashion industry careers within the field of merchandising, marketing and management. Students will have opportunities to develop skills in Adobe suite, history of fashion trends, store planning and layout, event coordination, buying, selling and promoting goods, social media and e-commerce marketing. Students who complete this program will be prepared for entry level occupations such as: assistant buyer, visual merchandiser, fashion stylist, assistant merchandiser, boutique owner, retail manager, sales representative, event planner, personal shopper, and public relations assistant.

**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**

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
FASH 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 143	Fashion Buying and Merchandising	3
FASH 140	Fashion Image	3
or		
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3
FASH 254	Fashion in Southern California	1
FASH 145*§	Internship 1	
and		
CWE 180*†	Co-Op-Ed Fashion	1
	Select one course from each Group	8

**Total Units for the Certificate 38**

**Group 1**

BUS 105	Social Media Marketing	3
BUS 109	E-Commerce Marketing	3
BUS 160	Entrepreneurship	3

**Group 2**

<b>FASH 260*«</b>	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

**Revised**  
**Fashion Merchandising**  
**Certificate of Achievement**

The Fashion Merchandising Certificate of Achievement provides the student with a comprehensive academic foundation to pursue multiple fashion industry careers within the field of merchandising, marketing and management. Students will have opportunities to develop skills in Adobe suite, history of fashion trends, store planning and layout, event coordination, buying, selling and promoting goods, social media and e-commerce marketing. Students who complete this program will be prepared for entry level occupations such as: assistant buyer, visual merchandiser, fashion stylist, assistant merchandiser, boutique owner, retail manager, sales representative, event planner, personal shopper, and public relations assistant.

**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**

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
FASH 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 143	Fashion Buying and Merchandising	3
FASH 140	Fashion Image	3
or		
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3
FASH 254	Fashion in Southern California	1
FASH 145*§	Internship 1	
and		
CWE 180*†	Co-Op-Ed Fashion	1
	Select one course from each Group	8

**Total Units for the Certificate 38**

**Group 1**

BUS 105	Social Media Marketing	3
BUS 109	E-Commerce Marketing	3
BUS 160	Entrepreneurship	3

**Group 2**

<b>FASH 155*«</b>	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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Group 3**

FASH 100	Sewing for Fashion Design I	3
FASH 110*	Contemporary Clothing Construction	3

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

† Recommended to be taken in last semester of program.

§ Must be taken concurrently with CWE 180.

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

**Group 3**

FASH 100	Sewing for Fashion Design I	3
FASH 110*	Contemporary Clothing Construction	3

\*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 2019-2020

**Current**  
**Fashion Merchandising**  
**Associate of Science**

The Fashion Merchandising Associate of Science degree provides the student with a comprehensive academic foundation to pursue multiple fashion industry careers within the field of merchandising, marketing and management. Students will have opportunities to develop skills in Adobe suite, history of fashion trends, store planning and layout, event coordination, buying, selling and promoting goods, social media and e-commerce marketing. Students who complete this program will be prepared for entry level occupations such as: assistant buyer, visual merchandiser, fashion stylist, assistant merchandiser, boutique owner, retail manager, sales representative, event planner, personal shopper, and public relations assistant.

**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**

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
FASH 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 143	Fashion Buying and Merchandising	3
FASH 140	Fashion Image	3
or		
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3
FASH 254	Fashion in Southern California	1
FASH 145*§	Internship	1
and		
CWE 180*†	Co-Op-Ed Fashion	1
	Select one course from each Group	8

**Total Units for the Major 38**

**Group 1**

BUS 105	Social Media Marketing	3
BUS 109	E-Commerce Marketing	3
BUS 160	Entrepreneurship	3

**Group 2**

<b>FASH 260*«</b>	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

**Group 3**

FASH 100	Sewing for Fashion Design I	3
FASH 110*	Contemporary Clothing Construction	3

**Revised**  
**Fashion Merchandising**  
**Associate of Science**

The Fashion Merchandising Associate of Science degree provides the student with a comprehensive academic foundation to pursue multiple fashion industry careers within the field of merchandising, marketing and management. Students will have opportunities to develop skills in Adobe suite, history of fashion trends, store planning and layout, event coordination, buying, selling and promoting goods, social media and e-commerce marketing. Students who complete this program will be prepared for entry level occupations such as: assistant buyer, visual merchandiser, fashion stylist, assistant merchandiser, boutique owner, retail manager, sales representative, event planner, personal shopper, and public relations assistant.

**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**

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
FASH 31	Textiles	3
FASH 101	Introduction to Fashion Careers	3
FASH 143	Fashion Buying and Merchandising	3
FASH 140	Fashion Image	3
or		
FASH 141	Apparel Selection	3
FASH 144	Fashion Trends and Cultural Costumes	3
FASH 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
FASH 150	Fashion Apparel and Professional Techniques	3
FASH 154	Fashion Illustration	3
FASH 254	Fashion in Southern California	1
FASH 145*§	Internship	1
and		
CWE 180*†	Co-Op-Ed Fashion	1
	Select one course from each Group	8

**Total Units for the Major 38**

**Group 1**

BUS 105	Social Media Marketing	3
BUS 109	E-Commerce Marketing	3
BUS 160	Entrepreneurship	3

**Group 2**

<b>FASH 155*«</b>	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

**Group 3**

FASH 100	Sewing for Fashion Design I	3
FASH 110*	Contemporary Clothing Construction	3

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

†Recommended to be taken in last semester of program.

§Must be taken concurrently with CWE 180.

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

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

Suggested coursework not required for the major: BUS 103, 125, 135, 138, 150; CIMA 104; FCS 115; GD 140/ART 140, GD 147.

\*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.

**Associate of Science Degree**

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

**General Education Requirements for Associate Degrees**

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

Suggested coursework not required for the major: BUS 103, 125, 135, 138, 150; CIMA 104; FCS 115; GD 140/ART 140, GD 147.

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**Current  
Foods**

**Certificate of Achievement**

The Foods Certificate of Achievement program is designed to train students for career applications in the food and hospitality industries in entry level positions with food companies such as cooks and food service workers in specialty restaurant operations, food and beverage service, fast foods operations, and food service in schools, day-care centers, and senior living facilities. The program offers coursework for professional improvement. Students will be provided with the essential skills of sanitation, foundational cooking and baking, operations, and production in order to reach their career goals and to be competitive in the global marketplace.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Complete an assessment of an individual nutritional status.
- Identify and analyze current research on a foods and nutrition topic.
- Identify and demonstrate an awareness and appreciation for nutrition habits impact on well-being.
- Demonstrate competence in food production.

**Required Core**

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
FN 171 ❖	Sanitation and Safety	2
or		
FN 210❖	ServSafe in Food Production	1
FN 246*	<b>Pantry</b>	3
FN 120*	Sustainable Meals	3
FN 110*	Food Preparation Essentials	3
<b>FN 240*</b>	Culinary Principles I	3
FN 241*	Culinary Principles II	3
FN 244*	Baking Fundamentals I	3

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

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

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

**Revised  
Foods**

**Certificate of Achievement**

The Foods Certificate of Achievement program is designed to train students for career applications in the food and hospitality industries in entry level positions with food companies such as cooks and food service workers in specialty restaurant operations, food and beverage service, fast foods operations, and food service in schools, day-care centers, and senior living facilities. The program offers coursework for professional improvement. Students will be provided with the essential skills of sanitation, foundational cooking and baking, operations, and production in order to reach their career goals and to be competitive in the global marketplace.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Complete an assessment of an individual nutritional status.
- Identify and analyze current research on a foods and nutrition topic.
- Identify and demonstrate an awareness and appreciation for nutrition habits impact on well-being.
- Demonstrate competence in food production.

**Required Core**

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
FN 171 ❖	Sanitation and Safety	2
or		
FN 210❖	ServSafe in Food Production	1
FN 246*	<b><u>Introduction to Culinary Arts</u></b>	3
FN 120*	Sustainable Meals	3
FN 110*	Food Preparation Essentials	3
<b>FN 101*</b>	Culinary Principles I	3
FN 241*	Culinary Principles II	3
FN 244*	Baking Fundamentals I	3

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

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

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

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**Current  
Foods  
Associate of Science**

The Foods Associate of Science program is designed to train students for career applications in the food and hospitality industries such as cooks and food service workers in specialty restaurant operations, food and beverage service, fast foods operations, and food service in schools, day-care centers, and senior living facilities. The program also offers coursework for professional improvement. Upon completion students achieve competencies in a variety of cooking methods, professionalism, sanitation and various cuisines.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Complete an assessment of an individual nutritional status.
- Identify and analyze current research on a foods & nutrition topic.
- Identify and demonstrate an awareness and appreciation for nutrition habits impact on well-being.
- Demonstrate competence in food production.

**Required Core**

Course ID	Title	Units
FN 171 ♦	Sanitation and Safety	2
or		
FN 210 ♦	ServSafe in Food Production	1
FN 246 *	<b>Pantry</b>	3
FN 120 *	Sustainable Meals	3
FN 110 *	Food Preparation Essentials	3
<b>FN 240 *</b>	Culinary Principles I	3
FN 241 *	Culinary Principles II	3
FN 244 *	Baking Fundamentals I	3

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

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

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

**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.

**Revised  
Foods  
Associate of Science**

The Foods Associate of Science program is designed to train students for career applications in the food and hospitality industries such as cooks and food service workers in specialty restaurant operations, food and beverage service, fast foods operations, and food service in schools, day-care centers, and senior living facilities. The program also offers coursework for professional improvement. Upon completion students achieve competencies in a variety of cooking methods, professionalism, sanitation and various cuisines.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Complete an assessment of an individual nutritional status.
- Identify and analyze current research on a foods & nutrition topic.
- Identify and demonstrate an awareness and appreciation for nutrition habits impact on well-being.
- Demonstrate competence in food production.

**Required Core**

Course ID	Title	Units
FN 171 ♦	Sanitation and Safety	2
or		
FN 210 ♦	ServSafe in Food Production	1
FN 246 *	<b>Introduction to Culinary Arts</b>	3
FN 120 *	Sustainable Meals	3
FN 110 *	Food Preparation Essentials	3
<b>FN 101 *</b>	Culinary Principles I	3
FN 241 *	Culinary Principles II	3
FN 244 *	Baking Fundamentals I	3

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

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

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

**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.



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Division	Program Control Number	Program Title	Action Taken
			TOP code=numerical classification code used to assign programs and courses to disciplines
ATAS	22900	Foods Certificate of Achievement	TOP code fr <del>1306.00 – Nutrition, Foods, and Culinary Arts</del> to <u>1306.30 - Culinary Arts</u>
ATAS	04093	Foods Associate of Science Degree	TOP code fr <del>1306.00 – Nutrition, Foods, and Culinary Arts</del> to <u>1306.30 - Culinary Arts</u>

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**Current**

**History Associate Degree Program**

The curriculum in the History program is designed to provide the transfer student with an understanding of the diversity of the human experience and the historical processes that have shaped individuals and communities throughout the world. It fosters critical thinking and offers the opportunity to achieve an Associate in Arts (AA) degree in History by providing the necessary breadth in the field, an introduction to the methods used in the study of History, and the ability to complete both major preparatory coursework **and** courses required for general education. While a baccalaureate or higher degree is recommended for those considering this major, earning an Associate degree may support entry-level positions such as: Museum and Historical Organizations, Cultural Resources Centers, or Legislative Support Staff Worker.

Course ID	Title	Units
HIST 4	World History to 1500	3
HIST 5	World History since 1500	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3
	<b>Select from Restricted Electives</b>	<b>6</b>
	<b>Total Units for the Major</b>	<b>18</b>

**Restricted Electives:**

HIST 11	Perspectives of Peace Studies	3
HIST 12	Revolutions and Revolts	3
HIST 15	The Vietnam War	3
HIST 19	United States since 1945	3
HIST 20	Ethnic Cultures of the United States	3
HIST 21	Women in United States History – A Multicultural Perspective	3
HIST 27	Latin America - Pre-European to Independent Nationhood	3
HIST 28	Latin America – 1800 to the Present	3
HIST 29	Film and History in Latin America	3
HIST 30	History of Mexico	3
HIST 32	California History	3
HIST 33	Chicanos – Latino American History	3
<del>HIST 41</del>	<del>History of England since 1688</del>	<del>3</del>
<del>HIST 61</del>	<del>History and Politics of Russia – Soviet Period to the Present</del>	<del>3</del>
HIST 62	European History to 1650	3
HIST 63	European History since 1650	3
HIST 70	History of Asia to 1800	3
HIST 71	History of Asia since 1800	3
HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3
HIST 75	History of the Modern Middle East	3
HIST 80	Introduction to Contemporary Africa –	3
HIST 81	African American History	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(O)and Latina(O) Cultures	3

Suggested coursework not required for the major: ECON 20; SOC 20; PS 4, 11, 80.

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

**Associate in Arts Degree**

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

**General Education Requirements for Associate Degrees**

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

**Revised**

**History Associate of Arts**

The curriculum in the History program is designed to provide the transfer student with an understanding of the diversity of the human experience and the historical processes that have shaped individuals and communities throughout the world. It fosters critical thinking and the opportunity to achieve an Associate of Arts (AA) degree in History by providing the necessary breadth in the field, an introduction to the methods used in the study of history, and the ability to complete both major preparatory coursework **along with** courses required for general education. While a baccalaureate or higher degree is recommended for those considering this major, earning an Associate degree may support entry-level positions such as: Museum and Historical Organizations, Cultural Resources Centers, or Legislative Support Staff Worker.

**Program Student Learning Objectives**

Students who complete this program will be able to:

- Understand the diversity of the human experience as influenced by geographical location, race, ethnicity, cultural traditions, gender and class.
- Analyze historical processes that shape individuals and communities, drawing on detailed knowledge about the history of the area under study.
- Think critically about the varieties of experience found in the historical record of the United States, exploring diversity as a critical component of history.
- Distinguish between primary and secondary sources, and understand how each is used to make historical arguments.
- Assess, use, and synthesize different kinds of evidence from a variety of historical sources to make a coherent argument about the past.
- Effectively conduct research and write a coherent historical essay or research paper that articulates a clear argument, effectively interprets multiple forms of evidence, identifies arguments in secondary historical texts, and uses appropriate citations.
- Explain and analyze a key historical event or process in the area and during the period under study.
- Understand the difference between opinions and substantiated scholarly claims.

Course ID	Title	Units
HIST 4	World History to 1500	3
HIST 5	World History since 1500	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3
	<b>Select from Restricted Electives</b>	<b>6</b>
	<b>Total Units for the Major</b>	<b>18</b>

**Restricted Electives:**

HIST 11	Perspectives of Peace Studies	3
HIST 12	Revolutions and Revolts	3
HIST 15	The Vietnam War	3
HIST 19	United States since 1945	3
HIST 20	Ethnic Cultures of the United States	3
HIST 21	Women in United States History – A Multicultural Perspective	3
HIST 27	Latin America - Pre-European to Independent Nationhood	3
HIST 28	Latin America – 1800 to the Present	3
HIST 29	Film and History in Latin America	3
HIST 30	History of Mexico	3
HIST 32	California History	3
HIST 33	Chicanos – Latino American History	3

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HIST 62	European History to 1650	3
HIST 63	European History since 1650	3
HIST 70	History of Asia to 1800	3
HIST 71	History of Asia since 1800	3
HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3
HIST 75	History of the Modern Middle East	3
HIST 80	Introduction to Contemporary Africa –	3
HIST 81	African American History	3
ES 1	Multicultural Experiences in the United States	3
ES 3	Introduction to Chicana(O)and Latina(O) Cultures	3

Suggested coursework not required for the major: ECON 20; SOC 20; PS 4, 11, 80.

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

**Associate of Arts Degree**

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

**General Education Requirements for Associate Degrees**

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

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**Current**  
**Associate in Arts Degree in**  
**History for Transfer**

The curriculum in the History program is designed to provide the transfer student the opportunity to achieve an Associate for Transfer (AA-T) degree in History by providing the necessary breadth in the field, an introduction to the methods used, and the ability to complete both major preparatory coursework along with courses required for general education.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Understand the diversity of the human experience as influenced by geographical location, race, ethnicity, cultural traditions, gender and class.
- Analyze historical processes that shape individuals and communities, drawing on detailed knowledge about the history of the area under study.
- Think critically about the varieties of experience found in the historical record of the United States, exploring diversity as a critical component of history.
- Distinguish between primary and secondary sources, and understand how each are used to make historical arguments.
- Assess, use, and synthesize different kinds of evidence from a variety of historical sources to make a coherent argument about the past.
- Understand the difference between opinions and substantiated scholarly claims.
- Effectively conduct research and write a coherent historical essay or research paper that articulates a clear argument, effectively interprets multiple forms of evidence, identifies arguments in secondary historical texts, and uses appropriate citations.

**Graduation Requirements**

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

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

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

The curriculum in the History program is designed to provide the transfer student the opportunity to achieve an Associate for Transfer (AA-T) degree in History by providing the necessary breadth in the field, an introduction to the methods used, and the ability to complete both major preparatory coursework along with courses required for general education.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Understand the diversity of the human experience as influenced by geographical location, race, ethnicity, cultural traditions, gender and class.
- Analyze historical processes that shape individuals and communities, drawing on detailed knowledge about the history of the area under study.
- Think critically about the varieties of experience found in the historical record of the United States, exploring diversity as a critical component of history.
- Distinguish between primary and secondary sources, and understand how each are used to make historical arguments.
- Assess, use, and synthesize different kinds of evidence from a variety of historical sources to make a coherent argument about the past.
- Understand the difference between opinions and substantiated scholarly claims.
- Effectively conduct research and write a coherent historical essay or research paper that articulates a clear argument, effectively interprets multiple forms of evidence, identifies arguments in secondary historical texts, and uses appropriate citations.

**Graduation Requirements**

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

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

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**Course ID Title Units**

**Required Courses**

HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3

**List A: (6 units)**

HIST 4	World History to 1500	3
HIST 5	World History since 1500	3

**List B: Select one course from each area (6 units)**

**Area 1 Diversity: (3 Units)**

HIST 62	European History to 1650	3
HIST 12	Revolutions and Revolts	3
HIST 21	Women in United States History - A Multicultural Perspective	3
HIST 27	Latin America - Pre-European to Independent Nationhood	3
HIST 28	Latin America - 1800 to the Present	3
HIST 33	Chicano – Latino American History	3
HIST 70	History of Asia to 1800	3
HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3
HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3

**Area 2: (3 Units) Any history course or any non-history course from the humanities or social sciences related to history.**

ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 5	Anthropology of Latin America-Culture, Identity, And Power	3
HIST 11	Perspectives of Peace Studies	3
HIST 15	The Vietnam War	3
HIST 19	United States since 1945	3
HIST 20	Ethnic Cultures of the United States	3
HIST 30	History of Mexico	3
HIST 32	California History	3
<del>HIST 61</del>	<del>History and Politics of Russia—Soviet Period to the Present</del>	<del>3</del>
HIST 63	European History since 1650	3
HIST 71	History of Asia since 1800	3
HIST 75	History of the Modern Middle East	3
SOC 1	Introduction to Sociology	3
SOC 2	Social Problems	3
<b>Total Units for the Major:</b>		<b>18</b>

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

**Course ID Title Units**

**Required Courses**

HIST 16	History of the United States to 1876	3
HIST 17	History of the United States since 1876	3

**List A: (6 units)**

HIST 4	World History to 1500	3
HIST 5	World History since 1500	3

**List B: Select one course from each area (6 units)**

**Area 1 Diversity: (3 Units)**

HIST 62	European History to 1650	3
HIST 12	Revolutions and Revolts	3
HIST 21	Women in United States History - A Multicultural Perspective	3
HIST 27	Latin America - Pre-European to Independent Nationhood	3
HIST 28	Latin America - 1800 to the Present	3
HIST 33	Chicano – Latino American History	3
HIST 70	History of Asia to 1800	3
HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3
HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3

**Area 2: (3 Units) Any history course or any non-history course from the humanities or social sciences related to history.**

ANTH 2	Cultural Anthropology	3
Or		
ANTH 2H	Honors Cultural Anthropology	3
ANTH 3*	Culture and Language	3
ANTH 5	Anthropology of Latin America-Culture, Identity, And Power	3
HIST 11	Perspectives of Peace Studies	3
HIST 15	The Vietnam War	3
HIST 19	United States since 1945	3
HIST 20	Ethnic Cultures of the United States	3
HIST 30	History of Mexico	3
HIST 32	California History	3
HIST 63	European History since 1650	3
HIST 71	History of Asia since 1800	3
HIST 75	History of the Modern Middle East	3
SOC 1	Introduction to Sociology	3
SOC 2	Social Problems	3
<b>Total Units for the Major:</b>		<b>18</b>

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

SADDLEBACK COLLEGE  
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**Current  
General Education**

**IGETC Certificate of Achievement**

Students may earn a certificate of achievement in general education upon completion of a pattern of approved courses intended for transfer.

**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.

**Intersegmental General Education Transfer Curriculum (IGETC)**

Completion of a minimum of 37 units including all requirements of the Intersegmental General Education Transfer Curriculum.

**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](http://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
<b>Required Core 37 Units</b>		
<b>Area 1: English Communication</b>		
<b>A. English Composition</b>		
ENG 1A*	Principles of Composition I	4
<b>Or</b>		
ENG 1AH*	Honors Principles of Composition I	4
<b>B. Critical Thinking/Composition – Choose one course:</b>		
ENG 1B*	Principles of Composition II	3
ENG 1BH*	Honors Principles of Composition II	3
ENG 70*	Reasoning and College Reading	3
<b>C. Oral Communication – Required for CSU Transfer ONLY</b>		
COMM 1	Communication Fundamentals	3
<b>Or</b>		
COMM 1H	Honors Communication Fundamentals	3
<b>Area 2: Mathematical Concepts – 3 units required – Choose one course:</b>		
MATH 2*	Pre-Calculus Mathematics	5
MATH 3A*	Analytic Geometry and Calculus	5
<b>Or</b>		
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
<b>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.</b>		
<b>A. Arts</b>		
ARCH 12	History of Architecture	3
ART 4	Fundamentals of Arts	3
ARTH 20	Art Appreciation	3
ARTH 21	Women and Art	3

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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	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

A. 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 <sup>th</sup> Century	3
ENG 21B*	World Literature – 17 <sup>th</sup> 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

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

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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
HIST 20	Ethnic Cultures of the United States	3
HIST 21	Women in United States History – A Multi-Cultural Perspective	3
HIST 22	Survey of United States History	3
HIST 27	Latin America – Pre-European to Independent Nationhood	3
HIST 28	Latin America – 1800 to the Present	3
HIST 29	Film and History in Latin America	3
HIST 30	History of Mexico	3
HIST 32	California History	3
HIST 33	Chicano – Latino American History	3
HIST 62	European History to 1650	3
HIST 63	European History since 1650	3
HIST 70	History of Asia to 1800	3
HIST 71	History of Asia since 1800	3
HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3
HIST 75	History of the Modern Middle East	3
HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3
JRN 1	Mass Media and Society	3
PS 1	American Government	3
Or		
PS 1H	Honors American Government	3
PS 4	Introduction to Political Science	3
PS 10H	Honors Political Theory	3
PS 11	International Political Economy	3
PS 12	Comparative Politics and Government	3
PS 14	International Relations	3
PS 80	Introduction to Contemporary Africa	3
PSYC 1	Introduction to Psychology	3
Or		
PSYC 1H	Honors Introduction to Psychology	3
PSYC 2*	Research Methods in Psychology	3
Or		
PSYC 2H*	Honors Research Methods in Psychology	3
PSYC 4	Introduction to Cognitive Psychology	3
PSYC 5*	Psychological Aspects of Human Sexuality	3
PSYC 7*	Developmental Psychology – Childhood through Adolescence	3
PSYC 16*	Introduction to Cross-Culture Psychology	3
PSYC 21	The Psychology of Women	3
PSYC 30*	Social Psychology	3
PSYC 33	Psychology of Adjustment	3

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PSYC 37*	Abnormal Behavior	3
SOC 1	Introduction of Sociology	3
SOC 2	Social Problems	3
SOC 6	Introduction to Asian Cultures in the United States	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
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

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	
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

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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

**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

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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
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
<u>Or</u>		
SPAN 1H*	Honors Elementary Spanish	5
SPAN 2*	Elementary Spanish	5
<u>Or</u>		
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.

SADDLEBACK COLLEGE  
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**Current  
Illustration/Animation  
Certificate of Achievement**

The Illustration/Animation Certificate Program prepares students for ~~careers in animation and in editorial illustration such as magazine, book illustration, medical illustration, and marine illustration or in advertising illustration such as product illustration, poster art, T-shirt and decal art. Students are encouraged to adhere to electives noted for a rounded educational experience.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental illustration and animation skills
- Select and use appropriate illustration and animation software and hardware
- Demonstrate skills typically found in the illustration and animation field

**Required Courses**

Course ID	Title	Units
ART 80	Drawing I	3
GD 141	Graphic Rendering Techniques	3
or		
ART 141	Graphic Rendering Techniques	3
GD 144	Typography	3
GD 145	Graphic Illustration	3
or		
ART 145	Graphic Illustration	3
GD 147	Introduction to Computer Graphics	3
GD 149	Digital Illustration	3
GD 150*	Digital Animation	3
<del>GD 155</del>	History of Animation	3
GD 210	Motion Graphics	3
<b>Total Units for the Certificate</b>		<b><del>27</del></b>

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

**Revised  
Illustration/Animation  
Certificate of Achievement**

The Illustration/Animation Certificate Program prepares students for entry-level animation and illustration employment in areas such as: editorial and product illustration, animation, motion design, multimedia design, digital image design, and responsive media. The program also provides coursework for professionals upgrading skills and focuses on methods for creating, synthesizing, and delivering meaningful and effective visual content to the user/viewer in one or more of these areas.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental illustration and animation skills
- Select and use appropriate illustration and animation software and hardware
- Demonstrate skills typically found in the illustration and animation field

**Required Core**

Course ID	Title	Units
ART 80	Drawing I	3
GD 141	Graphic Rendering Techniques	3
or		
ART 141	Graphic Rendering Techniques	3
GD 144	Typography	3
GD 145	Graphic Illustration	3
or		
ART 145	Graphic Illustration	3
GD 147	Introduction to Computer Graphics	3
GD 149	Digital Illustration	3
<b>GD 1</b>	History of Animation	3
GD 150*	Digital Animation	3
GD 210	Motion Graphics	3
<b>CWE 180</b>	<b>Co-Op-Ed Graphics</b>	<b>1</b>

**Total Units for the Certificate** **28**

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

SADDLEBACK COLLEGE  
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ACADEMIC YEAR 2019-2020

**Current**  
**Illustration/Animation**  
**Associate in Arts**

The Illustration/Animation ~~Certificate~~ Program prepares students for ~~careers in animation and in editorial illustration such as magazine, book illustration, medical illustration, and marine illustration or in advertising illustration such as product illustration, poster art, T-shirt and decal art. Students are encouraged to adhere to electives noted for a rounded educational experience.~~

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental illustration and animation skills
- Select and use appropriate illustration and animation software and hardware
- Demonstrate skills typically found in the illustration and animation field

**Required Courses**

Course ID	Title	Units
ART 80	Drawing I	3
GD 141	Graphic Rendering Techniques	3
or		
ART 141	Graphic Rendering Techniques	3
GD 144	Typography	3
GD 145	Graphic Illustration	3
or		
ART 145	Graphic Illustration	3
GD 147	Introduction to Computer Graphics	3
GD 149	Digital Illustration	3
GD 150*	Digital Animation	3
<del>GD 155</del>	History of Animation	3
GD 210	Motion Graphics	3
<b>Total Units for the Major</b>		<b><u>27</u></b>

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

**Associate in Arts Degree**

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

**General Education Requirements for Associate Degrees**

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

~~Suggested coursework not required for the major: ART 40, ART 85\*.~~

**Revised**  
**Illustration/Animation**  
**Associate of Arts**

The Illustration/Animation **Associate of Arts** Program prepares students for **entry-level animation and illustration employment in areas such as: editorial and product illustration, animation, motion design, multimedia design, digital image design, and responsive media. The program also provides coursework for professionals upgrading skills and focuses on methods for creating, synthesizing, manipulating, and delivering meaningful and effective visual content to the user/viewer in one or more of these areas.**

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Use fundamental illustration and animation skills
- Select and use appropriate illustration and animation software and hardware
- Demonstrate skills typically found in the illustration and animation field

**Required Core**

Course ID	Title	Units
ART 80	Drawing I	3
GD 141	Graphic Rendering Techniques	3
or		
ART 141	Graphic Rendering Techniques	3
GD 144	Typography	3
GD 145	Graphic Illustration	3
or		
ART 145	Graphic Illustration	3
GD 147	Introduction to Computer Graphics	3
GD 149	Digital Illustration	3
<b>GD 1</b>	History of Animation	3
GD 150*	Digital Animation	3
GD 210	Motion Graphics	3
<b>CWE 180</b>	<b>Co-Op-Ed Graphics</b>	<b>1</b>

**Total Units for the Major 28**

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

**Associate of Arts Degree**

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

**General Education Requirements for Associate Degrees**

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

SADDLEBACK COLLEGE  
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**Current**  
**Medical Insurance Billing**  
**Occupational Skills Award**

Completion of the occupational skills award in Medical Insurance Billing provides ~~entry level skills for employment in a medical office or as an independent consultant/contractor in medical insurance billing.~~

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
<b>Required Courses</b>		
<del>HSC 201</del>	Medical Terminology	3
<del>MA 260</del>	<del>Computer Applications EHR in Health Care</del>	<del>3</del>
MA 224A	Basics of Medical Insurance, Billing and Reimbursement	3
<del>MA 226A</del>	<del>Fundamentals of CPT Ambulatory Coding For Medical Assistants</del>	<del>3</del>
<del>MA 228A</del>	<del>Fundamentals of ICD Coding</del>	<del>3</del>
	<b>Total Units for the Award:</b>	15

**Revised**  
**Medical Insurance Billing**  
**Occupational Skills Award**

Completion of the occupational skills award in Medical Insurance Billing provides the student/incumbent worker with skills required for employment in a physician's office, medical clinic or as an independent consultant specializing in medical insurance billing and coding. The curriculum allows for academic growth and mobility leading towards an associate degree in Health Sciences or Health Information Technology. Competencies include developing a working knowledge of various insurance plans, processing of claims, authorizations, billing, collections and diagnostic coding for the medical office.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate skills leading to an increase in employability.
- Demonstrate skills related to processing claims using a variety of health insurance plans.
- Demonstrate legal and ethical practices related to medical billing.

<i>Course ID</i>	<i>Title</i>	<i>Units</i>
<b>Required Core</b>		
<b>MA 280</b>	<b>Healthcare Organization Practices</b>	<b>3</b>
<del>HSC 104</del>	Medical Terminology	3
MA 224A	Basics of Medical Insurance, Billing and Reimbursement	3
<b>MA 282</b>	<b>Fundamentals of Medical Practice Coding</b>	<b>3</b>
<del>HSC 106</del>	<del>Legal and Ethical Aspects of Health Information</del>	<del>3</del>
	<b>Total Units for the Award</b>	15



SADDLEBACK COLLEGE  
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**Current**  
**Music Associate of Arts**

The curriculum in Music is designed to provide the student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers related to this field, earning the Associate degree will demonstrate commitment to the major, and attainment of a degree which can support attempts to gain entry-level employment. However, students wishing to transfer to a 4-year institution may need to take additional classes as preparation for transfer. Transfer students should consult their transfer institutions of choice for further information on specific lower-division Music ~~Major~~ requirements.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Transcribe and sight read both diatonic and chromatic music
- Demonstrate a working knowledge of musical analysis and harmonic theory applicable to their area of specialization
- Demonstrate a working knowledge of repertoire and performance practice applicable to their area of specialization
- Perform standard repertoire appropriate to their performance area, as individuals or as members of ensembles
- Demonstrate a working knowledge of music technology and its application to their area of specialization
- Create original music in improvised and/or written form
- Demonstrate the ability to listen critically to musical performance
- Demonstrate an ability to place composers, works and musical styles within an historical context, both in terms of musical and societal history

Course ID	Title	Units
MUS 10*	Harmony I	3
MUS 11*	Harmony II	3
MUS 12*	Harmony III	3
MUS 92*	Musicianship I	1
MUS 93*	Musicianship II	1
MUS 94*	Musicianship III	1
MUS 54A	Beginning Piano I (or proficiency exam)	0-2
MUS 54B*	Beginning Piano II (or proficiency exam)	0-2
MUS 55A*	Intermediate Piano I (or proficiency exam)	0-2
MUS 55B*	Intermediate Piano II (or proficiency exam)	0-2

**Ensemble Requirement: Complete four semesters (4-8 units) from the following (including repeated classes)**

MUS 35*	Contemporary Choir	2
MUS 39*	Commercial Music Ensemble	2
MUS 41*	Symphonic Wind Ensemble	2
MUS 42*	Symphonic Orchestra	2
MUS 47*	Saddleback College Big Band	2
MUS 61*	Intermediate Classical Guitar	1
MUS 62*	Advanced Classical Guitar	2
MUS 64*	Piano Ensemble	1.5
MUS 65*	Piano Accompanying	1.5
<del>MUS 66*</del>	<del>Chamber Music</del>	<del>2</del>
MUS 140*	Improvised Music in a Jazz Combo	2
MUS 148	Jazz Ensemble	2
MUS 182*	Soul Music Ensemble	2
MUS 184*	Electronic Music Ensemble	2
MUS 187*	Modern Rock and Pop Music Ensemble	2
MUS 197*	Rehearsal and Performance (Jazz Studies)	1

**Revised**  
**Music Associate of Arts**

The curriculum in ~~the Associate of Arts degree in~~ Music is designed to provide the student the opportunity to achieve an Associate degree. While a baccalaureate or higher degree is recommended for those considering professional careers related to this field, earning the Associate degree will demonstrate commitment to the major, and attainment of a degree which can support attempts to gain entry-level employment. However, students wishing to transfer to a 4-year institution may need to take additional classes as preparation for transfer. Transfer students should consult their transfer institutions of choice for further information on specific lower-division Music ~~major~~ requirements.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Transcribe and sight read both diatonic and chromatic music
- Demonstrate a working knowledge of musical analysis and harmonic theory applicable to their area of specialization
- Demonstrate a working knowledge of repertoire and performance practice applicable to their area of specialization
- Perform standard repertoire appropriate to their performance area, as individuals or as members of ensembles
- Demonstrate a working knowledge of music technology and its application to their area of specialization
- Create original music in improvised and/or written form
- Demonstrate the ability to listen critically to musical performance
- Demonstrate an ability to place composers, works and musical styles within an historical context, both in terms of musical and societal history

**Required Core**

Course ID	Title	Units
MUS 10*	Harmony I	3
MUS 11*	Harmony II	3
MUS 12*	Harmony III	3
MUS 92*	Musicianship I	1
MUS 93*	Musicianship II	1
MUS 94*	Musicianship III	1
MUS 54A	Beginning Piano I (or proficiency exam)	0-2
MUS 54B*	Beginning Piano II (or proficiency exam)	0-2
MUS 55A*	Intermediate Piano I (or proficiency exam)	0-2
MUS 55B*	Intermediate Piano II (or proficiency exam)	0-2

**Ensemble Requirement: Complete four semesters (4-8 units) from the following (including repeated classes)**

MUS 35*	Contemporary Choir	2
MUS 39*	Commercial Music Ensemble	2
MUS 41*	Symphonic Wind Ensemble	2
MUS 42*	Symphonic Orchestra	2
MUS 47*	Saddleback College Big Band	2
MUS 61*	Intermediate Classical Guitar	1
MUS 62*	Advanced Classical Guitar	2
MUS 64*	Piano Ensemble	1.5
MUS 65*	Piano Accompanying	1.5
MUS 140*	Improvised Music in a Jazz Combo	2
MUS 148	Jazz Ensemble	2
MUS 182*	Soul Music Ensemble	2
MUS 184*	Electronic Music Ensemble	2
MUS 187*	Modern Rock and Pop Music Ensemble	2
MUS 197*	Rehearsal and Performance (Jazz Studies)	1

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Restricted Electives: Select 4-6 units from the following courses**

MUS 14*	Jazz Composition and Arranging	3
MUS 15*	Music Composition	3
MUS 50*	Applied Music (may be taken up to 4 times)	1
MUS 18*	Advanced Music Composition	3
MUS 117*	Popular Songwriting	3
MUS 118	Digital Multi-Track Music Recording	2.5
MUS 130	Music Production I	2.5
MUS 132	Introduction to Music Technology	2

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**Total Units for the Major      20-34**

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

**Associate of Arts Degree**

Completion of the required courses in the major 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

**General Education Requirements for Associate Degrees**

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

**Restricted Electives: Select 4-6 units from the following courses**

MUS 14*	Jazz Composition and Arranging	3
MUS 15*	Music Composition	3
MUS 50*	Applied Music (may be taken up to 4 times)	1
MUS 18*	Advanced Music Composition	3
MUS 117*	Popular Songwriting	3
MUS 118	Digital Multi-Track Music Recording	2.5
MUS 130	Music Production I	2.5
MUS 132	Introduction to Music Technology	2

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**Total Units for the Major      20-34**

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

**Associate of Arts Degree**

Completion of the required courses in the major 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 Arts degree. A minimum of 12 units must be completed at Saddleback College.

**General Education Requirements for Associate Degrees**

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current**  
**Associate in Arts in Philosophy for  
Transfer Degree**

The curriculum in the Philosophy program is designed to provide the transfer student an Associate in Arts in Philosophy for Transfer degree by providing the necessary breadth in the field and the ability to complete both preparatory coursework for philosophy along with courses required for general education. Students who complete the Associate in Arts in Philosophy for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain employment or promotion, a baccalaureate degree or higher degree is recommended for those considering professional careers, which can be achieved through transfer. Majoring in Philosophy is an excellent way of preparing for law school or preparing careers that involve facility in writing skills, reasoning, analysis, and information processing.

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
<b>REQUIRED CORE: Select two (6 units)</b>		
PHIL 12*	Introduction to Logic	3
<b>—And</b>		
PHIL 1*	Introduction to Philosophy	3
<b>Or</b>		
PHIL 15*	Introduction to Ethics	3
<b>GROUP A: Select one of the following courses or any course from the REQUIRED CORE not already used (3 units)</b>		
PHIL 103*	History of Ancient Philosophy	3
PHIL 104*	History of Modern Philosophy	3
<b>GROUP B: Select two of the following courses or any course from GROUP A not already used (6 units)</b>		
HIST 62	European History to 1650	3
HIST 63	European History since 1650	3
PHIL 14*	Philosophy of Religion	3
PHIL 10*	World Religions	3
<b>GROUP C: Select the following course or any one course from GROUP A or B not already used (3 units)</b>		
HUM 1*	Introduction to Humanities	3
<b>Total Units for the Major</b>		<b>18</b>

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

**Revised**  
**Associate in Arts in Philosophy for  
Transfer Degree**

The curriculum in the Philosophy program is designed to provide the transfer student an Associate in Arts in Philosophy for Transfer degree by providing the necessary breadth in the field and the ability to complete both preparatory coursework for philosophy along with courses required for general education. Students who complete the Associate in Arts in Philosophy for Transfer receive priority admission to the California State University system, though admission to a specific campus is not guaranteed. While an associate degree may support attempts to gain employment or promotion, a baccalaureate degree or higher degree is recommended for those considering professional careers, which can be achieved through transfer. Majoring in Philosophy is an excellent way of preparing for law school or preparing careers that involve facility in writing skills, reasoning, analysis, and information processing.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- **Identify and evaluate the main philosophical theories in metaphysics, epistemology, and ethics in the Western tradition.**
- **Use logical principles (i.e. formal and/or informal logic) and apply them to everyday examples.**
- **Recognize and understand the universalizing, structuring, and metaphorical power of language as it affects thinking and theorizing.**

<b>Course ID</b>	<b>Title</b>	<b>Units</b>
<b>REQUIRED CORE: Select two (6 units)</b>		
PHIL 12*	Introduction to Logic	3
PHIL 1*	Introduction to Philosophy	3
<b>Or</b>		
PHIL 1H*	Honors Introduction to Philosophy	3
<b>Or</b>		
PHIL 15*	Introduction to Ethics	3
<b>LIST A: Select one (3 units)</b>		
PHIL 2*	History of Ancient Philosophy	3
PHIL 5*	History of Modern Philosophy	3
<b>LIST B: Select two (6 units)</b>		
HIST 62	European History to 1650	3
HIST 63	European History since 1650	3
PHIL 14*	Philosophy of Religion	3
PHIL 10*	World Religions	3
<b>LIST C: Select one (3 units)</b>		
HUM 1*	Introduction to Humanities	3
<b>Total Units for the Major</b>		<b>18</b>

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

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

**Current**

**Theatre Arts Entertainment and Theatre Technology  
Certificate of Achievement**

The Saddleback College Entertainment and Theatre Technology certificate program provides ~~the student~~ with a career preparation for entry-level positions in the professional entertainment industry. ~~A~~ comprehensive and intensive ~~two-year~~ program offers students the opportunity to explore fundamentals of a wide variety of practical career opportunities. Technical theatre students participate in the hands-on experience of creating all of the technical elements of Theatre Arts ~~Department~~ productions as well as other live events on the Saddleback College campus.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate preparation for entry level positions in the professional entertainment industry.
- Demonstrate technical skills in a wide variety of applications related to theatrical production.
- Demonstrate competence in the production of live events.

**Required Courses:**

Course ID	Title	Units
ETT 40	Stagecraft	4
ETT 100	Applied Technical Theatre Production	3
<del>ETT 103</del>	<del>Entertainment Internship</del>	<del>1</del>
ETT 142	Theatre Production	1
ETT 240*	Advanced Stagecraft	3
TA 1	Fundamentals of Acting	3
TA 20	Theatre Appreciation	3
	Select from Appreciation & History	3
	Select from <del>Restricted Electives</del>	<del>4-7</del>

**Total Units for the Certificate** ~~26-5~~ **29-5**

**Appreciation and History:**

<del>ART</del> 20	Art Appreciation	3
CTVR 3	The History and Appreciation of American Cinema	3
DANC 64	History of Dance	3
MUS 20	Music Appreciation	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
TA 22	Musical Theatre History and Appreciation	3

**Restricted Electives:**

ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
<del>ETT 101*</del>	<del>Fundamentals of Design and Graphics for Theatre</del>	<del>3</del>
<del>ETT 130</del>	<del>Theatre Management</del>	<del>3</del>
<del>ETT 144</del>	<del>Theatre Scenery Painting</del>	<del>2</del>
<del>ETT 201</del>	<del>Entertainment Computer Aided Drafting</del>	<del>2</del>
<del>ETT 246*</del>	<del>Theatre Audio Techniques</del>	<del>3</del>
MUS/CTVR 118	Sound Recording	4
<del>TA 102</del>	<del>Stage Management</del>	<del>3</del>

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

**Revised**

**Theatre Arts Entertainment and Theatre Technology  
Certificate of Achievement**

The Saddleback College ~~Department of Theatre Arts'~~ Entertainment and Theatre Technology ~~Certificate of Achievement~~ program provides ~~students~~ with a career preparation for entry-level positions in the professional entertainment industry. ~~This~~ comprehensive and intensive program offers students the opportunity to explore fundamentals of a wide variety of practical career opportunities in the entertainment industry including Theatre Technician, Theatrical Stage Employee, Moving Picture Technician, Theatre Artist and its Allied Crafts. Technical theatre students participate in the hands-on experience of creating all of the technical elements of ~~Department of~~ Theatre Arts' productions as well as other live events on the Saddleback College campus.

**Program Student Learning Outcomes**

Students who complete this program will be able to:

- Demonstrate preparation for entry level positions in the professional entertainment industry.
- Demonstrate technical skills in a wide variety of applications related to theatrical production.
- Demonstrate competence in the production of live events.

**Required Core:**

Course ID	Title	Units
ETT 40	Stagecraft	3
ETT 100*	Applied Technical Theatre Production	2
ETT 142	Theatre Production	1
<del>ETT 101*</del>	<del>Fundamentals of Design and Graphics for Theatre</del>	<del>3</del>
TA 1	Fundamentals of Acting	3
ETT 240*	Advanced Stagecraft	3
TA 20	Theatre Appreciation	3
<del>CWE 180*</del>	<del>Co-Op-Ed Entertainment and Theatre Technology</del>	<del>2</del>
<del>ETT 144</del>	<del>Theatre Scenery Painting</del>	<del>2</del>
	Select <u>one course</u> from <u>Group 1: Appreciation and History</u>	3
	Select <u>one course</u> from <u>Group 2: Industry Skills</u>	2-3

**Total Units for the Certificate** ~~29-30~~

**Group 1: Appreciation and History**

<del>ARTH</del> 20	Art Appreciation	3
CTVR 3	The History and Appreciation of American Cinema	3
DANC 64	History of Dance	3
MUS 20	Music Appreciation	3
MUS 27	History of Jazz	3
MUS 28	History of Rock	3
TA 22	Musical Theatre History and Appreciation	3

**Group 2: Industry Skills**

ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
<del>MUS</del> 118	<del>Digital Multi-Track Music Recording</del>	<del>2.5</del>
<del>MUS</del> 130	<del>Music Production I</del>	<del>2.5</del>
<del>MUS</del> 132	<del>Introduction to Music Technology</del>	<del>2</del>

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

⚡ Course needs to be taken three times.

SADDLEBACK COLLEGE  
REVISED PROGRAMS  
ACADEMIC YEAR 2019-2020

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Required Courses**

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

**Total Units for the Certificate 23-23.5**

**Restricted Electives**

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

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

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

§ Must be taken concurrently with CWE 180.

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

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

**Program Student Learning Outcomes**

Students who complete this program will be able to:

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

**Required Core**

Course ID	Title	Units
FASH 140	Fashion Image	3
or		
FASH 143	Fashion Buying and Merchandising	3
FASH 147	Special Events Coordination and Promotion	3
FASH 148	Visual Merchandising	3
FASH 150	Fashion Apparel and Professional Techniques	3
or		
FASH 154	Fashion Illustration	3
CWE 180*†	Co-Op-Ed Fashion	1
and		
FASH 145*§	Internship	1
FASH 225	Apparel Cart – Fashion Retailing Online with Easy Cart Shop	1
or		
FASH 250	Fashion Trend Forecasting	1.5
<b>FASH 155*</b>	The Digital Fashion Image	2
ID 114	Applied Color and Design Theory for Interior Design	3
	Select one course from Restricted Electives	3

**Total Units for the Certificate 23-23.5**

**Restricted Electives**

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

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

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

§ Must be taken concurrently with CWE 180.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, Building Envelope Consultant Services, Walter P. Moore and Associates, Inc.

**ACTION:** Approval

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### **BACKGROUND**

On August 27, 2012, October 25, 2013, June 23, 2014, August 22, 2016, and May 21, 2018 the Board of Trustees approved basic aid funds equaling \$64,100,000 for the Saddleback College Advanced Technology and Applied Science (ATAS) Building project.

There is a need to obtain building envelope consultant services for this project.

Pursuant to California Government Code section 53060 the District may contract with and employ any persons for the furnishing of special services and advise in financial, economic, accounting, engineering, legal or administrative matters, if such persons are specially trained and experienced and competent to perform the special services required. Furthermore, Public Contract Code section 6106 and the Government Code section 4526 require that professional services be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and at a fair and reasonable price to the public agency. After providing notification to the successful firm, negotiations commence. If an impasse is reached, negotiations may terminate and the public agency may enter into negotiations with the next most qualified firm. To ensure compliance and transparency in the selection process, the District followed the guidelines of a competitive Request for Proposal (RFP) process.

### **STATUS**

On October 24, 2018, the District issued a Request for Proposal to the Building Envelope Consultant Services Pool for Building Envelope Services for the Saddleback College ATAS Building project.

On November 6, 2018, four proposals were received (EXHIBIT A). Members of district services, Saddleback College faculty and staff evaluated the submittals. Criteria for selection included experience with similar community college projects, number of years performing services, commitment to seeing projects through to completion and the assurance that fees are fair and reasonable. Staff recommends award of the Building Envelope Consultant Services agreement (EXHIBIT B) to Walter P. Moore and Associates, Inc. for the Saddleback College ATAS Building project, in the amount of \$133,020.

Basic aid funds are available in the approved project budget of \$64,100,000.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Building Envelope Consultant Services agreement with Walter P. Moore and Associates, Inc., for the Saddleback College Advanced Technology and Applied Science (ATAS) Building project, in the amount of \$133,020.

**Request for Proposals**  
**Building Envelope Consultant Services**  
**Saddleback College**  
**Advanced Technology & Applied Science (ATAS) Building Project**  
**South Orange County Community College District**

**December 10, 2018**

<b>COMPANY NAME</b>	<b>CITY</b>	<b>SUBMITTER'S NAME</b>	<b>TECHNICAL RATING</b>	<b>FEES</b>
<sup>1</sup> Walter P. Moore & Associates, Inc.	Los Angeles, CA	Pawan Gupta	423	\$133,020 <sup>2</sup>
3QC, Inc.	Pasadena, CA	Jim Ogden	380	\$118,230
Wiss, Janney, Elstner Associates, Inc.	Pasadena, CA	Michelle Sandoval	373	\$170,000
Allana Buick & Bers, Inc.	Irvine, CA	Eugene Buick	321	\$259,900

<sup>1</sup> Recommended Firm

<sup>2</sup> Negotiated Fee



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

### **BUILDING ENVELOPE CONSULTANT SERVICES AGREEMENT Advanced Technology & Applied Science (ATAS) Building Project Walter P. Moore and Associates, Inc.**

This AGREEMENT is made and entered into this 10<sup>th</sup> day of December in the year 2018 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Walter P. Moore and Associates, Inc., 707 Wilshire Boulevard, Suite 2100, Los Angeles, CA 90017, (310) 254-1900 hereinafter referred to as "CONSULTANT";

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

WHEREAS, DISTRICT desires to obtain Building Envelope Services for Saddleback College Advanced Technology & Applied Science (ATAS) Building Project, hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT is specially trained and fully licensed as required by the State of California, experienced and competent to provide CONSULTANT services in conformity with the laws of the State of California; and

NOW, THEREFORE, the parties hereto agree as follows:

#### **ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES**

- 1.1. **Services.** The CONSULTANT'S services shall consist of those services performed by the CONSULTANT and CONSULTANT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** The CONSULTANT'S services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. CONSULTANT assignment for this PROJECT is for one Project Executive, one Senior Enclosure Consultant, two Project Engineers and one QA/QC Manager. The CONSULTANT shall designate Pawan Gupta, as Project Executive, and a management team of Chris Norris, Technical Lead / Senior Enclosure Consultant, Louis Kahn, Project Engineer, Sam Zabb, Project Engineer, and David Ford, QA/QC Manager. So long as their performance



continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT'S firm that will be associated with the PROJECT.

- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and all lead or key personnel must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.5. **Relationship of Consultant to Other Project Participants.** CONSULTANT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CONSULTANT'S rendition of services hereunder shall be deemed CONSULTANT'S assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CONSULTANT shall coordinate all work with DISTRICT CONSULTANTS as necessary to complete contract requirements.
- 1.6. **Acceptance of Project Schedule.** The CONSULTANT shall accept the DISTRICT'S project schedule for the performance of the CONSULTANT'S services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT'S review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

## ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1. **Services.** The CONSULTANT'S services consist of those described in Article 2 necessary to produce a reasonably complete and accurate set of construction documents except those services provided by the DISTRICT.
- 2.2. **Coordination of Others.** The CONSULTANT shall coordinate efforts with the college, the college's designees, construction performed by separate contractors or by the DISTRICT'S own employees.
- 2.3. **Regulatory Compliance.** The CONSULTANT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future and which are applicable to the PROJECT.
- 2.4. **Existing Conditions.** Not Used.
- 2.5. **Work Plan.** Work with DISTRICT to finalize project requirements:

- a. Develop a list of all plans, specifications and other documents necessary to perform services.
- b. Ensure that work scope conforms to the project plans and specifications.

2.6. **Pre-Construction Phase**

- a. The CONSULTANT shall provide a professional review of and recommendations for a complete exterior enclosure design for all exterior wall enclosure systems including, but not limited to, all fixed and operable windows, curtain walls, skylights and sloped glazing, storefronts including all exterior doors and building movement systems. Provide recommendations for both the water integrity and structural integrity – including the glass and glazing and all framing members, including compatibility of materials at component interfaces and conformance with all applicable codes and ordinances. Provide an analysis of how the building is situated on the site and if there are any existing conditions that could affect the building envelope such as building irrigation, sprinkler heads or overspray that could distress flashing or envelope.
- b. The CONSULTANT shall provide a professional review and provide recommendations for complete roofing and waterproofing systems including conditions where the roofing system, roof drainage system to ensure there is a mechanism for flow away from the building and review of gutter material to ensure no early erosion, sheet metal and waterproofing systems will be reviewed for vapor tight conditions and review will verify compatibility of materials, the verification of conformance with all applicable codes and ordinances, current industry standards, and material manufacturer's published guarantee requirements. CONSULTANT to be familiar and experienced with Garland roofing products.
- c. The CONSULTANT will review the construction documents (drawings and specifications) and provide recommendations to the design team for proposed modifications to bid and construct the PROJECT in alignment with the design of the Design Team. Recommendations may be in the form of sketches, details or narratives.
- d. The CONSULTANT will recommend to the Owner such investigations, surveys, tests, analyses and reports as may be necessary for the proper execution of the Work.
- e. The CONSULTANT will prepare language for the specifications that identifies for the contractor the type of inspection that will take place during construction and will identify that the contractor must provide and pay for pre-installation meetings, full time construction observation of the roofing and waterproofing systems and a final observation/written report of work performed.
- f. The CONSULTANT will attend (4 meetings for ATAS Bldg. & 2 meetings for the Tennis Courts Center) design review and coordination meetings, (1) one day each, at location to be determined by the DISTRICT
  - 1. After review of documents and initial report preparation, meet and confer with design team regarding review and recommendations.

2. Prior to the design teams submittal of corrections to DSA, meet with design team to review DSA redline comments and recommend response related to building envelope items.
  3. Prior to advertisement of bid.
- g. The CONSULTANT will be required to work closely with the Design Team and provide all necessary recommendations, design revisions, and clarifications on a timely basis. Recommendations and all design details shall be completed to meet the required "Agency Back-Check review" currently anticipated for January 2020.
  - h. In collaboration with the Design Team, the CONSULTANT shall perform a building envelope system review of the construction document submission and final agency approved documents.
  - i. The CONSULTANT shall prepare a list of cost saving items for consideration by the owner and Design Team that relate to CONSULTANT'S scope of work.
  - j. The CONSULTANT shall collaborate with the Design Team and provide recommended specification language for exterior enclosure conditions, details, and elevations including a requirement that contractors provide a functional exterior enclosure mock-up.
  - k. The CONSULTANT will provide a written report including digital graphic commentary and digital detailing summarizing all findings of each respective review session and/or document review within 5 working days. A total of five (5) reports are included for the items in this section. Additional Reports will be compensated at an expense not to exceed \$500.00 each.

**2.7. Construction Phase**

- a. The CONSULTANT will provide construction administration support including response to requests for information (RFI's), shop drawing and submittal review, preparing job site inspection reports, contractor claims review (if necessary to be provided at additional fee), exterior envelope punch list preparation and completion, and any other services typically provided in connection with such consulting services. Incomplete or partial submittals will not be reviewed. Resubmittals will be reviewed at half the cost of the initial review when necessary. Product information and shop drawings to be reviewed, at a minimum, include:
  1. Lath and plaster system, sheet metal, and selected cladding system(s).
  2. Exterior curtain wall, storefront or alternate entrance system(s).
  3. Combine roof system materials, waterproofing, penetrations, etc.
  4. Building movement joints.
  5. All flashing details – including MEP penetrations at the roof, inclusive of rooftop solar array.
- b. In coordination with DSA Inspector of Record, the CONSULTANT shall participate in the exterior envelope testing and inspection program and provide field inspections when

appropriate. The number of field visits and reports are define in item c below. DISTRICT reserves the right to reallocate meetings and field visits between the ATAS Building (Task #02) and the Tennis Courts Center (Task #01) as needed during the construction phase of each task.

- c. The CONSULTANT shall attend the following meetings at the PROJECT Site:
  - 1. Shop drawings/submittal review meeting (four - half day meetings; three for the ATAS Bldg. and one for the Tennis Courts Center).
  - 2. Field water testing scope review meeting (two - half day meeting; one for the ATAS Bldg. and one for the Tennis Courts Center).
  - 3. Field water testing observation, mock-up and production (three - full day observations; two for the ATAS Bldg. and one for the Tennis Courts Center).
  - 4. Mock-up shop drawing review and field observation meetings (three - full day observations; two for the ATAS Bldg. and one for the Tennis Courts Center).
  - 5. Pre-installation meetings (two - full day meeting; one for the ATAS Bldg. and one for the Tennis Courts Center).
  - 6. First installation observation (two day observation for each system being installed; one for the ATAS Bldg. and one for the Tennis Courts Center).
  - 7. Observation of testing of production installations (four - half day visits; three for
- d. The CONSULTANT'S Field Water Testing Support shall include, but is not limited to the following services.
  - 1. Assist the Architect in selecting the locations for proposed field water testing, recommended testing method, and setting the protocol for the number of field water tests performed.
  - 2. Attend the exterior enclosure field mock-up shop drawing review and field observation of the constructed mock-up.
  - 3. Field water testing observations.
  - 4. Written reports, including digital commentary or digital detailing and digital photography and/or digital film for ALL field visits and recommendation for correcting unacceptable conditions.
- e. The CONSULTANT shall evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Contractor relating to the execution or progress of the commissioning related work as provided in the construct.

- 2.8. **Compliance.** The CONSULTANT shall comply with all federal, state and local laws, rules, regulations and ordinances that are applicable to the DISTRICT'S PROJECT.

a. Experience with the Division of State Architect (DSA), the Uniform/International Building Code (IBC/UBC), Title 24 of the California Code of Regulations, Building Enclosure Consultant Services, and LEED accreditation is required. Coordination with the DISTRICT and their consultants will be required.

b. Firms must pay prevailing wages to those labor classifications requiring the payment of prevailing wages. Questions concerning predetermined wage rates should be directed to [www.dir.ca.gov/DLSR/RWD](http://www.dir.ca.gov/DLSR/RWD) or to the following:

Department of Industrial Relations  
Division of Labor Statistics and Research  
Prevailing Wages Unit  
PO Box 420603  
San Francisco, CA 94142  
Phone (415) 703-4474

c. Firms must hold all necessary registrations/business licenses to perform business in the state, county and city.

2.9. **Access.** The CONSULTANT shall have access to the work at all times.

2.10. **Meetings.** Attend meetings as required in contract documents and requested by DISTRICT, i.e. specification review meetings (3), coordination meetings (3), weekly progress meetings (7), and pre-installation meetings (4). Refer to item 2.6 & 2.7 for the number of meetings and field visits.

2.11. **Punch List.** When the Contractor's work or a designated portion thereof is substantially complete, prepare for the DISTRICT a list of incomplete or unsatisfactory items via a "punch list" and submit to the Construction Manager.

2.12. **Schedule.** Review the project schedule periodically to ensure building envelope activities are properly incorporated.

### ARTICLE 3     ADDITIONAL CONSULTANT SERVICES

3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CONSULTANT shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Attachment "A" CONSULTANT Compensation Additional Services. The Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CONSULTANT performing any Additional Services. The CONSULTANT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.

3.2. **Notification and Authorization.** CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT'S control. CONSULTANT shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:

- a. Material Project Scope Changes. Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including PROJECT size, quality, or complexity or material changes to the Master Construction Schedule.
- b. Termination/Default of Architect or Contractor. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
- c. Damage or Destruction to Project. Except to the extent caused by the CONSULTANT, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty.
- d. Investigation of Existing Conditions. Services to investigate existing conditions or facilities or to provide measured drawings thereof.

#### ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CONSULTANT'S performance of the service required hereunder and DISTRICT'S payment of all sums due to CONSULTANT.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the CONSULTANT for 48 months with a completion date of December 10, 2022.
- 4.3. **Extension.** This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT'S actions. The term may be extended due to construction delay other than those delays caused by CONSULTANT'S actions.
- 4.4. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "A".
- 4.5. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension.

#### ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold the DISTRICT harmless from all liability arising out of:
  - a. **Workers' Compensation and Employer's Liability.** Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to CONSULTANT'S employees or CONSULTANT'S subcontractor's employees arising out of CONSULTANT'S work under this AGREEMENT; and
  - b. **General Liability.** To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify, defend and hold the DISTRICT harmless from any liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to

comply with any provision of law; or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the CONSULTANT or the DISTRICT, or any person, firm or corporation employed by the CONSULTANT or the DISTRICT upon or in connection with the PROJECT, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents, or independent CONSULTANTS who are directly employed by the DISTRICT. The CONSULTANT, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings (other than professional negligence covered by Section c below) that may be brought or instituted against the DISTRICT, its officers, agents, or employees, to the extent such claims, actions, suits, or other proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents, or employees, in any action, suit or other proceedings as a result thereof. Any costs to defend under this Section b shall not exceed the CONSULTANT's proportionate percentage of fault; and

- c. Professional Liability. To the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONSULTANT, the CONSULTANT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the CONSULTANT, or any person, firm, or corporation employed by the CONSULTANT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the CONSULTANT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT, and such fees and costs shall not exceed the CONSULTANT'S proportionate percentage of fault.
- d. The PARTIES understand and agree that this Article, Section 1, of this AGREEMENT shall be the sole indemnity, as defined by California Civil Code § 2772, between the DISTRICT and the CONSULTANT related to the PROJECT. Any other indemnity that is attached to this AGREEMENT as part of any EXHIBIT shall be void and unenforceable between the PARTIES.
- e. Any attempt to limit the CONSULTANT'S liability to the DISTRICT in any of the exhibits or attachments to this AGREEMENT shall be void and unenforceable between the PARTIES.

- 5.2. CONSULTANT shall purchase and maintain policies of insurance with an insurer or insurers qualified to do business in the State of California and acceptable to DISTRICT, which will protect CONSULTANT and DISTRICT from claims which may arise out of, or result from, CONSULTANT'S actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any sub-consultant, subcontractor or by anyone directly or indirectly employed by any of them, or by anyone

for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The CONSULTANT shall carry Workers' Compensation and Employer's Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general and auto liability insurance, with limits of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit, bodily injury and property damage liability per occurrence, including:
  1. Owned, non-owned, and hired vehicles;
  2. Blanket contractual;
  3. Broad form property damage;
  4. Products/completed operations; and
  5. Personal injury.
- c. Professional liability insurance, including contractual liability, with limits of TWO MILLION DOLLARS (\$2,000,000) per claim. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts any portion of CONSULTANT'S duties, CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage as provided in this Section. Failure to maintain professional liability insurance is a material breach of this AGREEMENT and grounds for immediate termination.
- d. Valuable Document Insurance. The CONSULTANT shall carry adequate insurance on all drawings and specifications as may be required to protect the DISTRICT in the amount of its full equity in those drawings and specifications, and shall file with the DISTRICT a certificate of that insurance. The cost of that insurance shall be paid by the CONSULTANT, and the DISTRICT shall be named as an additional insured
- e. Each policy of insurance required under this Article, Section 2(b), above, shall name the DISTRICT and its officers, agents, and employees as additional insureds; shall state that, with respect to the operations of CONSULTANT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, the CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event the CONSULTANT fails to secure or maintain any policy of insurance required hereby, the DISTRICT may, at its sole discretion, secure such policy of insurance in the name of, and for the account of,



CONSULTANT, and in such event CONSULTANT shall reimburse DISTRICT upon demand for the cost thereof.

- f. Insurers shall be licensed by the State of California to transact insurance and shall hold a current A.M. Best's rating of no less than A: VII or equivalent carrier otherwise acceptable to the District.
- g. In the event that the CONSULTANT subcontracts any portion of the CONSULTANT'S duties, the CONSULTANT shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in Article 5, Sections 2(a), (b), (c) and (d), in amounts which are appropriate with respect to that subcontractor's part of work which shall in no event be less than \$500,000 per occurrence. The CONSULTANT shall not subcontract any portion of the CONSULTANT'S duties under this AGREEMENT without the DISTRICT'S prior written approval. Specification processing consultants are the only subcontractors exempt from maintaining professional liability insurance.

All insurance coverage amounts specified hereinabove shall cover only risks relating to, or arising out of, the PROJECT governed by this particular AGREEMENT. The insurance and required amounts of insurance specified above shall not be reduced or encumbered on account of any other projects of the CONSULTANT.

## ARTICLE 6      COMPENSATION TO THE CONSULTANT

The DISTRICT shall compensate the CONSULTANT as follows:

- 6.1. **Contract Price for Services.** The Contract Price for the CONSULTANT'S performance of the Services under this Agreement shall consist of the following lump sum prices:

a.	ATAS Building Only	
1.	Pre Construction & Design Phase	\$ 32,890
2.	Construction Phase	\$ 47,830
b.	Tennis Court Support Building Only	
1.	Pre Construction & Design Phase	\$ 17,500
2.	Construction Phase	\$ 22,800
c.	Reimbursable Allowance	Not Used
d.	District Controlled Contingency	<u>\$ 12,000</u>
	<b>TOTAL Not to Exceed Amount</b>	<b>\$133,020</b>

- 6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable

Expenses described in this Agreement. At no time shall meals be considered a reimbursable expense.

- 6.3. **Consultant Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT. Services are to be invoiced by phase in accordance with percent complete.
- 6.4. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.5. **Reimbursable Expenses** Not Used.
- 6.6. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this AGREEMENT shall be construed to operate as a waiver of any rights under this AGREEMENT, and CONSULTANT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by CONSULTANT'S failure to perform any of the services furnished under this AGREEMENT.
- 6.7. **District Payment of Contract Price.** Within thirty (30) days of the date of the DISTRICT'S receipt of CONSULTANT'S billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Contractor.
- 6.8. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.9. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.10. **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT'S services is exceeded or extended through no fault of the CONSULTANT,

compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Attachment A or as a fixed fee.

## ARTICLE 7 CONSULTANT'S WORK PRODUCT

- 7.1. **District Ownership of Documents**. The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents**. The CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via CD, DVD or flash drive in PDF format upon completion of construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.
- 7.3. **Copyright/Trademark/Patent**. CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT'S express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

## ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience**. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Thirty day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause**. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT'S insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are

in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.

- 8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4. **Suspension of Project.** The DISTRICT may suspend this Agreement at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT'S services.
- 8.5. **Abandonment of Project.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6. **Non Payment.** The DISTRICT'S failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
  - b. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice.
  - c. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. **Consultant Compensation.** The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8. **Liability for District Damages.** In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.2. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named therein.
  - b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
  - c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
  - d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
  - e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
  - f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the PROJECT is located.
- 9.3. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind

this Agreement nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.

#### ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria. The DISTRICT shall provide the CONSULTANT with the PROJECT Construction Budget for review and acceptance by the CONSULTANT. At the written request of the CONSULTANT, DISTRICT shall provide CONSULTANT copies of any documents related to the PROJECT.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT. Unless modified by written notice by the DISTRICT to the CONSULTANT, the DISTRICT Representative is:
- Nawar Al Juburi, Project Manager**
- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT'S failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Tests/Inspections.** The DISTRICT shall: (a) retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the PROJECT as required by applicable laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the CONSULTANT include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.
- 10.5. **District Consultants.** Except to the extent of design consultants retained by the Architect, other consultants required or desired by the DISTRICT in connection with the PROJECT shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants, audio-visual equipment/installation consultants, and hazardous material assessment & abatement consultants.

#### ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.

- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **Consultant Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance.** Review, approval or acceptance of CONSULTANT'S work whether by DISTRICT or others, shall not relieve CONSULTANT from responsibility for errors and omissions in CONSULTANT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.7. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.8. **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the

services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT'S employees.

- 11.9. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.10. **Non-Assignment.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and or control of CONSULTANT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 11.11. **Permits/Licenses.** CONSULTANT and all CONSULTANT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.12. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.13. **Communications** between the parties shall be sent to the following addresses:

DISTRICT  
Nawar Al Juburi  
Project Manager  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
naljuburi@socccd.edu

CONSULTANT  
Pawan Gupta  
Principal-in-Charge  
Walter P. Moore and Associates, Inc.  
  
707 Wilshire Boulevard, Suite 2100  
Los Angeles, CA 90017  
pgupta@walterpmoore.com

COPY  
Priya Jerome  
Executive Director, Procurement,



Risk Management & Central Services  
South Orange County  
Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692  
[pjerome@socccd.edu](mailto:pjerome@socccd.edu)

- 11.14. **Severability**. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted here from, but all remaining provisions will remain and continue in full force and effect.
- 11.15. **Entire Agreement/Amendment**. This AGREEMENT and any attachments hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.
- 11.16. **Binding Agreement**. The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.
- 11.17. **Definitions**
- a. **Contract**. A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
  - b. **Contractor**. A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
  - c. **Design Documents**. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
  - d. **Architect**. The Architect is Harley Ellis Devereaux (HED). References to the Architect include Thomas Christian and Martha Ball and its managers retained to prepare or provide any portion of the Design Documents.
  - e. **Submittals**. Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
  - f. **Site**. The physical area for construction and activities relating to construction of the PROJECT.
  - g. **Construction Contract Documents**. The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless

otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.

- h. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of CONSULTANT and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- i. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

This AGREEMENT entered into as of the day and year first written above.

CONSULTANT

DISTRICT

Walter P. Moore and Associates, Inc.

South Orange County Community College District

\_\_\_\_\_  
Pawan Gupta  
Principal-in-Charge

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

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Taxpayer number)

Attachment A Criteria and Billing for Extra Work

**ATTACHMENT A-CRITERIA AND BILLING FOR EXTRA WORK**

1. The following extra services to this Agreement shall be performed by CONSULTANT if needed and requested by the DISTRICT:
  - a. Providing inspection services that are outside Orange, Los Angeles, San Diego or Riverside County.
  - b. Provide inspection services that are beyond allowable daily hours.
2. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
3. Providing services made necessary by the default of the contractor.
4. Extra Work fees shall not be paid in the event that the DSA Inspector of Record is required to adjust performance as a result of the Division of the State Architect's definition of required knowledge.

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CONSULTANT.

<u>Consultant Services</u>	<u>Fee Per Hour</u>
Project Executive	\$305
Senior Project Manager	\$275
Project Manager	\$250
Senior Project Engineer	\$205

**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 not yet available for the Association of Community College Trustees (ACCT) conference. A schedule of events for the Association of Governing Boards (AGB) conference is included as 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 Governance Leadership Institute Portland Community College Portland, OR	March 11-13, 2019	\$2,320*	none	
AGB National Conference on Trusteeship Hilton Orlando Orlando, FL	April 14-16, 2019	\$2,655*	none	

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

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



## Schedule At A Glance

We're hard at work building a program that will allow you to expand your expertise, enhance your governance experience, and be more effective in your role. You can use the schedule-at-a-glance to start planning while we finalize the details.

### Sunday, April 14

3:30 – 4:15 pm	Special Meeting: Guardians Initiative Briefing
4:30 – 4:45 pm	Welcome and Opening Remarks
4:45 – 5:45 pm	Opening Keynote: Leading for Creativity
	What can your institution learn about developing a culture of innovation from Disney? Based on 25 years with the company, most recently as vice president of innovation & creativity, Duncan Wardle will examine some of the key techniques and behaviors Disney's board and executive leadership have developed to encourage creativity across the organization.
6:00 – 7:30 pm	Opening Cocktail Reception

### Monday, April 15

7:00 – 8:15 am	Breakfast Available
8:30 – 9:30 am	Concurrent Sessions I: Master Classes & Governance Seminars
	Master Classes focus in on a topic of strategic importance to higher education leaders. Experts in the field will speak for 40 minutes, allowing time for substantive exchange with the audience.
	Governance Seminars provide interactive learning opportunities to help participants raise their board's performance through highly effective policies and procedures.
9:45 – 10:45 am	Concurrent Sessions II: Master Classes & Governance Seminars
	Master Classes focus in on a topic of strategic importance to higher education leaders. Experts in the field will speak for 40 minutes, allowing time for substantive exchange

with the audience.

	Governance Seminars provide interactive learning opportunities to help participants raise their board's performance through highly effective policies and procedures.
10:45 –11:15 am	Networking Break
11:15 am –12:15 pm	Concurrent Sessions III: Master Classes & Governance Seminars
	Master Classes focus in on a topic of strategic importance to higher education leaders. Experts in the field will speak for 40 minutes, allowing time for substantive exchange with the audience.
	Governance Seminars provide interactive learning opportunities to help participants raise their board's performance through highly effective policies and procedures.
12:15 PM	Lunch
1:15 – 2:15 pm	Plenary: The Power of Teaching and Learning
	Erin Gruwell, inspirational educator and author, has earned an award-winning reputation for her steadfast commitment to the future of education. By fostering an educational philosophy that valued and promoted diversity, she has transformed students' lives. During this session you will hear about the work she did with the Freedom Writers, her ongoing efforts to inspire innovation in the classroom, and what it means to be in the business of changing lives.
2:30 – 4:00 pm	Tabletop Conversations (45 minutes each)
4:15 – 5:15 pm	Plenary: Peering Around Corners: An Economic Outlook
	When a fragile economy and contentious geopolitical landscape are the order of the day, leaders need relevant information and clear, practical advice. Renowned for her accurate forecasting, this session features a conversation with business economist Kathleen Camilli. Building on more than two decades of accomplished private and public sector experience and armed with a solid foundation of global economic perspectives, Camilli has earned a reputation for distilling down the information overload and providing actionable wisdom.

## Tuesday, April 16

7:00 – 8:15 am	Breakfast Available
8:30 – 9:30 am	Concurrent Sessions IV: Master Classes & Governance Seminars
	Master Classes focus in on a topic of strategic importance to higher education leaders. Experts in the field will speak for 40 minutes, allowing time for substantive exchange with the audience.
	Governance Seminars provide interactive learning opportunities to help participants raise their board's performance through highly effective policies and procedures.
9:45 am – 10:50 am	Plenary: An Anatomy of Good Board Governance - Implications for the Work of the Board
	The distinction between policy and administration continues to challenge boards and presidents in meeting their respective and collaborative responsibilities. Board engagement and presidential leadership require constant negotiation based on mutual expectations. When does a board exert more influence than is welcomed by institution leadership; how can a board best convey those issues that it chooses to decide; and how does board culture influence governance effectiveness? In late 2018, AGB published An Anatomy of Good Board Governance in Higher Education, which is intended to provide clear,

comprehensive guidance as to what makes a highly effective board in today's environment. In this final plenary session of the conference, an accomplished panel of governance experts will discuss the implications of this new guidance for the work of boards.

11:00 – 12:00 pm

Concurrent Sessions V: Master Classes &amp; Governance Seminars

Master Classes focus in on a topic of strategic importance to higher education leaders. Experts in the field will speak for 40 minutes, allowing time for substantive exchange with the audience.

Governance Seminars provide interactive learning opportunities to help participants raise their board's performance through highly effective policies and procedures.

**REGISTER FOR NATIONAL CONFERENCE**© **AGB**

1133 20th Street N.W., Suite 300

Washington, D.C. 20036

Tel 202.296.8400

Fax 202.223.7053



**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 November 30, 2018 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the Transfer of Budget Appropriations as listed.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**TRANSFER OF BUDGET APPROPRIATIONS SUMMARY**

**For the period ended November 30, 2018**

**General Fund**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
1000	Academic Salaries		\$172,449
2000	Classified Salaries		\$150,869
3000	Fringe Benefits		\$329,556
4000	Books and Supplies		\$30,986
5000	Other Operating Expenses & Services	\$762,219	
6000	Capital Outlay		\$78,359
<b>Total Transfers - General Fund</b>		<b>\$762,219</b>	<b>\$762,219</b>

**Capital Outlay Fund**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
5000	Other Operating Expenses & Services	\$38,800	
6000	Capital Outlay	\$7,447,257	
7900	Contingency		\$7,486,057
<b>Total Transfers - Capital Outlay Fund</b>		<b>\$7,486,057</b>	<b>\$7,486,057</b>

**Associated Student Government - Saddleback College**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
4000	Books and Supplies	\$262	
5000	Other Operating Expenses & Services		\$262
<b>Total Transfers - Associated Student Gov't. - SC</b>		<b>\$262</b>	<b>\$262</b>

**Associated Student Government - Irvine Valley College**

<b><u>Account</u></b>	<b><u>Description</u></b>	<b><u>From</u></b>	<b><u>To</u></b>
4000	Books and Supplies		\$4,155
5000	Other Operating Expenses & Services	\$4,155	
<b>Total Transfers - Associated Student Gov't. - IVC</b>		<b>\$4,155</b>	<b>\$4,155</b>

<b>Total Transfers</b>		<b>\$8,252,693</b>	<b>\$8,252,693</b>
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**TO:** Board of Trustees

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

**RE:** SOCCCD: Budget Amendment: Adopt Resolution No. 18-36 to Amend FY 2018-2019 Adopted Budget

**ACTION:** Approval

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### **BACKGROUND**

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

### **STATUS**

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2018-2019 Adopted Budget.

#### **General Fund**

NSF INCLUDES Alliance, Saddleback College	\$1,538,434
Child Development Training Consortium, Irvine Valley	\$6,250
College Work Study, Irvine Valley College	\$64,295
SWP 17-18 Business- General Support, Saddleback	(\$491,865)
Strong Workforce Program, Saddleback College	(\$70,758)
SWP 17-18 Across All Business- General Support, SC	(\$267,326)
Strong Workforce Regional, Saddleback College	(\$25,000)
Total Increase to the General Fund	<u>\$754,030</u>

<b>Total Budget Amendment</b>	<b><u>\$754,030</u></b>
-------------------------------	-------------------------

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 18-36 to amend the FY 2018-2019 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

**RESOLUTION NO. 18-36**

December 10, 2018

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$754,030 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2018-2019 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Title 5 of the California Code of Regulations, Section 58308, such excess funds are to be appropriated according to the following schedule:

**General Fund**

<b><u>Account</u></b>	<b><u>Income Source</u></b>	<b><u>Amount</u></b>
8100	Federal Revenue	\$1,538,434
8600	State Revenue	(\$784,404)
		<b><u>\$754,030</u></b>

<b><u>Account</u></b>	<b><u>Expenditure Description</u></b>	<b><u>Amount</u></b>
1000	Academic Salaries	\$15,000
2000	Classified Salaries	\$174,327
3000	Fringe Benefits	\$66,071
5000	Other Operating Expenses & Services	\$480,382
7500	Student Financial Aid	\$6,250
7600	Other Payments to Students	\$12,000
		<b><u>\$754,030</u></b>

<b>Total Budget Amendment</b>	<b><u>\$754,030</u></b>
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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2018-2019

GENERAL FUND

**RESOLUTION NO. 18-36**

December 10, 2018

STATE OF CALIFORNIA   )  
  )  
COUNTY OF ORANGE    )

I, Kathleen F. Burke, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$754,030 duly and regularly adopted by the said Board at a regular meeting thereof held on December 10, 2018.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 11th day of December, 2018.

---

Kathleen F. Burke  
Secretary to the Board of Trustees

**TO:** Board of Trustees

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

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

**ACTION:** Ratification

---

**BACKGROUND**

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, commencing with Sections 85230, purchase orders and checks are submitted for ratification by the Board of Trustees.

**STATUS**

Purchase orders \$5,000 and above amounting to \$272,549.13 and an additional 273 purchase orders below \$5,000 amounting to \$188,401.86 for a combined total of \$460,950.99 are submitted to the Board of Trustees for ratification. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The district processed 1,175 checks in the amount of \$11,074,799.91 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 25, 2018 through November 19, 2018

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P188969	Acoustimac	IVC	Sound Board Panels for A100 Lobby	5,137.39
P189101	BSN Sports	SC	Softball Team Uniforms	8,404.25
P188919	BSN Sports	SC	SC Women's Basketball Team Uniform Supplies	6,904.04
P189070	CI Solutions	District	Unified Student ID Card Project	29,603.68
P189153	ConsuLab Educatech	SC	Air Conditioning Equipment for Automotive Technology	13,738.32
P188985	Corporate Business Interiors	SC	Storage Fees for SC Veteran's Remodel Project FY 2018-2019	5,845.00
P189127	Delta Biologicals	IVC	Supplies for Anatomy Lab Courses	9,262.73
P189168	Digital Library Systems Group	IVC	Book Scanner for the Library	39,562.57
P188984	Graybar Electric Company	SC	Panduit for IDF Refresh Project	12,774.69
P189136	Saddleback College	SC	Promise Program Fees Fall 2018	97,462.00
P188956	Southern California Edison Company	District	Grant of Landscape Easement	7,200.00
P188954	Systems Source	SC	Office Furniture for Office of Instruction	5,289.69
P189134	United Interiors	IVC	Workstation for the Administrative Services Offices Bldg A100	21,214.77
P188952	Xerox Corporation	District	Maintenance Agmt for Facilities Planning/Purch Xerox Copier	5,150.00
P188896	Xerox Corporation	SC	Xerox Copy Machine Lease	5,000.00
<b>Total Purchase Orders \$5,000 and above</b>				<b>272,549.13</b>
<b>273 Purchase Orders Under \$5,000</b>				<b>188,401.86</b>
<b>Total Purchase Orders</b>				<b>460,950.99</b>



South Orange County Community College District

Purchase Order Ratification (Amount)

October 25, 2018 through November 19, 2018

<u>PO #</u>	<u>Supplier</u>	<u>Location</u>	<u>Description</u>	<u>Amount</u>
P189136	Saddleback College	SC	Promise Program Fees Fall 2018	97,462.00
P189168	Digital Library Systems Group	IVC	Book Scanner for the Library	39,562.57
P189070	CI Solutions	District	Unified Student ID Card Project	29,603.68
P189134	United Interiors	IVC	Workstation for the Administrative Services Offices Bldg A100	21,214.77
P189153	ConsuLab Educatech	SC	Air Conditioning Equipment for Automotive Technology	13,738.32
P188984	Graybar Electric Company	SC	Panduit for IDF Refresh Project	12,774.69
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P189101	BSN Sports	SC	Softball Team Uniforms	8,404.25
P188956	Southern California Edison Company	District	Grant of Landscape Easement	7,200.00
P188919	BSN Sports	SC	SC Women's Basketball Team Uniform Supplies	6,904.04
P188985	Corporate Business Interiors	SC	Storage Fees for SC Veteran's Remodel Project FY 2018-2019	5,845.00
P188954	Systems Source	SC	Office Furniture for Office of Instruction	5,289.69
P188952	Xerox Corporation	District	Maintenance Agmt for Facilities Planning/Purch Xerox Copier	5,150.00
P188969	Acoustimac	IVC	Sound Board Panels for A100 Lobby	5,137.39
P188896	Xerox Corporation	SC	Xerox Copy Machine Lease	5,000.00
<b>Total Purchase Orders \$5,000 and above</b>				<b>272,549.13</b>
<b>273 Purchase Orders Under \$5,000</b>				<b>188,401.86</b>
<b>Total Purchase Orders</b>				<b>460,950.99</b>





## South Orange County Community College District

### Check Ratification

October 25, 2018 through November 19, 2018

<b><u>Fund</u></b>	<b><u>Checks</u></b>	<b><u>Amount</u></b>
01 General Fund	1,018	8,288,634.17
07 IVC Community Education	2	4,485.90
09 SC Community Education	7	12,622.11
12 Child Development	5	501.16
40 Capital Outlay	87	2,211,760.02
68 Self Insurance	6	9,297.56
71 Retiree Benefit	2	516,017.85
95 SC Associated Student Government	18	15,090.42
96 IVC Associated Student Government	30	16,390.72
<b>Total</b>	<b>1,175</b>	<b>11,074,799.91</b>

**TO:** Board of Trustees

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

**RE:** SOCCCD: Contracts

**ACTION:** Ratification

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### **BACKGROUND**

On March 28, 2016, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$90,200 for equipment, supplies and maintenance projects.

### **STATUS**

From October 13, 2018 through November 2, 2018, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved a total of 108 total contracts, following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
A	38	\$5,000-\$100,000	\$761,281.79
B	15	Zero \$	\$0.00
N/A	55	Under \$5,000	\$51,896.87
<b>TOTAL</b>	<b>108</b>		<b>\$813,178.66</b>

### **RECOMMENDATION**

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



**October 13, 2018 through November 2, 2018**  
**Contracts with Values between \$5,000 and \$100,000**  
**Board Date: 12/10/18**

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

<u>Global Media Group</u> Professional Services Agreement (Amend No. 1) – To increase contract value by \$20,000 for additional advertising services from current agreement value of \$69,000 through 6/30/2019. <div style="text-align: right;">Saddleback College</div>	\$89,000.00
<u>Currier &amp; Hudson</u> Independent Contractor Agreement (Amend No. 1) – To increase contract value by \$20,000 for additional investigative services from current agreement value of \$40,000 through 4/30/2022. <div style="text-align: right;">District Services</div>	\$60,000.00
<u>Penn Corporate Relocation Services</u> Relocation Services Agreement (Amend No. 1) – To increase contract value by \$12,864 for additional relocation services for the Saddleback Stadium and Site Improvement Project from current agreement value of \$36,919 and extend term by an additional four (4) months through 8/30/2019. <div style="text-align: right;">District Services</div>	\$49,783.00
<u>El Camino Community College District</u> Instructional Services Agreement – To provide training to companies using Employment Training Panel funds to be administered by El Camino CCD from 8/15/18 to 6/30/2020. <div style="text-align: right;">Saddleback College</div>	\$49,000.00 Revenue
<u>CI Solutions</u> License and Services Agreement – To provide technical support of software and ID card system from 10/24/2018 to 10/23/2019. <div style="text-align: right;">District Services</div>	\$45,744.87
<u>SAE Communications</u> Professional Services Agreement – To provide consulting services to develop a crisis communications plan for the Public Affairs department from 9/24/2018 to 6/30/2019. <div style="text-align: right;">District Services</div>	\$45,000.00
<u>Brain Builder Educational Programs</u> Educational Services Agreement (Amend No. 1) – To increase contract value by \$12,000 for additional Community Education classes from current agreement value of \$28,000 through 6/30/2020. <div style="text-align: right;">Saddleback College</div>	\$40,000.00

<u>Saddleback Valley Unified School District</u> Off-Site Facility Use Agreement – To provide use of Silverado High School facility for Adult Education programs from 7/1/2017 to 6/30/2018. Saddleback College	\$40,000.00
<u>ELS Educational Services, Inc.</u> Professional Services Agreement – To provide a custom web profile used to assist in the recruitment of prospective international students from 10/1/2018 to 9/30/2023. Irvine Valley College	\$35,000.00
<u>Blue Tiger, Inc.</u> Professional Services Agreement – To provide services to develop a data collection, compliance and program evaluation package for the Adult Education Block Grant, South Orange County Regional Consortium and its South County Adult Education Program Partners from 1/2/2019 to 6/30/2019. Saddleback College	\$30,000.00
<u>Graylog, Inc.</u> Software License Agreement – To provide a license for a security incident monitoring log from 10/24/2018 to 10/23/2019. District Services	\$20,000.00
<u>Public Agency Law Group</u> Retainer Agreement – To provide services related to the adoption of the California Uniform Public Construction Cost Accounting Act alternative bidding procedures, contract document development, and policy and regulation review/update from 10/22/2018 to 1/31/2019. District Services	\$15,200.00
<u>3M</u> Instructional Services Agreement – To provide Vocational ESL training to their employees from 10/24/2018 to 1/4/2019. Saddleback College	\$15,086.40 Revenue
<u>Rio Hondo Community College District</u> Independent Contractor Agreement – To provide OSHA training to the Automotive Technology Department from 10/19/2018 to 12/31/2018. Saddleback College	\$15,000.00
<u>Santa Margarita Catholic High School</u> Facility Use Agreement – To provide use of track and stadium for Athletics department during the Saddleback Stadium and Site Improvement Project from 1/1/2019 to 6/30/2019. Saddleback College	\$15,000.00
<u>Zapp Pest Management</u> Field Services Agreement – To provide annual pest and rodent control services from 9/25/2018 to 6/30/2019. Irvine Valley College	\$14,999.00

<u>South Coast Fire Protection, Inc.</u> Field Services Agreement – To provide safety system repair and maintenance services from 9/25/2018 to 7/30/2019. Irvine Valley College	\$14,999.00
<u>CurriQunet</u> Software License Agreement – Annual renewal of a curriculum management software from 10/24/2018 to 10/23/2019. Irvine Valley College	\$11,652.00
<u>Workday, Inc.</u> Master Service Agreement (Extension) – To provide a three (3) month extension of Recruiting module, a talent acquisition software, from 10/21/2018 to 1/26/2019. District Services	\$11,277.00
<u>HWS RR, Inc. dba Roto-Rooter Plumbing and Service Company</u> Field Services Agreement – To provide annual backflow testing from 10/12/2018 to 6/30/2019. Saddleback College	\$11,000.00
<u>Ninyo &amp; Moore Geotechnical &amp; Environmental Sciences Consultant</u> Environmental Consultant Survey Services Agreement – To provide environmental survey services for the Science & Math Building Assessment Project from 10/24/2018 to 10/23/2019. District Services	\$11,000.00
<u>Bernadette McKeever</u> Independent Contractor Agreement – To provide professional photography services from 9/1/2018 to 6/30/2020. District Services	\$10,000.00
<u>United Site Services of California, Inc.</u> Field Services Agreement – To provide rental and maintenance of portable restrooms from 9/27/2018 to 6/30/2019. Saddleback College	\$10,000.00
<u>Sun Environmental Engineering Services, Inc.</u> Construction Services Agreement – To provide remediation services at the Student Services Center from 8/1/2018 to 10/31/2018. Saddleback College	\$9,985.00
<u>IMRON Corporation</u> Software License Agreement – Annual renewal of maintenance software used in the access control system from 10/23/2018 to 10/22/2019. Saddleback College	\$8,500.00
<u>Manage Engine (Zoho Corporation)</u> Software License Agreement – To provide ADAudit Plus, a network security software from 10/22/2018 to 10/21/2019. Irvine Valley College	\$8,069.00

<u>American Security Group</u> Field Services Agreement – To provide annual maintenance and support of emergency blue phones from 10/12/2018 to 10/11/2019. Irvine Valley College	\$7,800.00
<u>Certiport</u> Software License Agreement – Annual renewal of ACU Campus and CADLearner, a certification software used by the Engineering department, from 10/24/2018 to 10/23/2019. Irvine Valley College	\$7,800.00
<u>WSP USA, Inc.</u> Labor Compliance Services Agreement – To provide labor compliance services for PE200 Gym Bleacher Project from 12/4/2017 to 12/3/2019. Saddleback College	\$7,610.00
<u>CollegeSource</u> Subscription Agreement – Annual renewal of Transfer Evaluation System Campus Access, an interactive resource for researching and evaluating transfer credit equivalences, from 11/13/2018 to 11/12/2019. Saddleback College	\$7,154.00
<u>Paragon Systems, Inc.</u> Field Services Agreement (Amend No. 1) – To increase contract value by \$1,350 for additional emergency cabling services for the DSPS lobby workstation from current agreement value of \$4,925 through 6/30/2018. Saddleback College	\$6,275.00
<u>Precision Wallcovering and Painting</u> Construction Services Agreement – To provide wall covering and painting of A100 Lobby from 11/5/2018 to 1/4/2019. Irvine Valley College	\$6,250.00
<u>Orange County Sports Services</u> Independent Contractor Agreement – To provide ticketing services for designated home games of athletic events and competitions from 8/1/2018 to 6/30/2019. Saddleback College	\$6,000.00
<u>University of California Irvine School of Medicine</u> Anatomical Material Request Application – To provide cadavers for the Paramedic Program from 10/31/2018 to 6/30/2019. Saddleback College Foundation	\$6,000.00
<u>Janet Cruz-Teposte</u> Professional Services Agreement – To provide Vocational ESL training to 3M employees from 10/24/2018 to 12/28/2018. Saddleback College	\$5,500.00
<u>Stephen Miranda</u> Professional Services Agreement – To provide Vocational ESL training to 3M employees from 10/26/2018 to 1/4/2019. Saddleback College	\$5,500.00

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

<u>Augusoft, Inc.</u> Software License Agreement – Annual renewal of Lumens, a registration system used by Community Education, from 11/1/2018 to 10/31/2019. Saddleback College	\$5,061.89
<u>Paton Group</u> Independent Contractor Agreement – To provide annual maintenance, software support and certification of 3D printer from 10/1/2018 to 9/30/2019. Saddleback College	\$5,035.63

**October 13, 2018 through November 2, 2018**  
**Contracts with Values of \$0**  
**Board Date: 12/10/2018**

<b><u>CONTRACTOR NAME</u></b>	<b><u>CONTRACT AMOUNT</u></b>
<u>Alyson Birkeness, MA, LPCC</u> Independent Contractor Agreement – To provide a presentation on substance abuse to psychology students on 11/14/2018. Saddleback College	\$0.00
<u>Anaheim Global Medical Center</u> Health Sciences Clinical Affiliation Agreement – To provide a clinical site for medical lab technician students from 11/1/2018 to 10/31/2020. Saddleback College	\$0.00
<u>Arrowhead Regional Medical Center</u> Clinical Affiliation Agreement – To provide a clinical site for health information technology students from 10/16/2018 to 10/15/2023. Saddleback College	\$0.00
<u>Atria Crestavilla</u> Facility Use Agreement – To provide a location for Emeritus classes from 8/20/2018 to 8/19/2019. Saddleback College	\$0.00
<u>Azusa Pacific University</u> External Student Clinical Affiliation Agreement – To allow external students in the Psychological Services Doctoral Program to observe at the Health Center from 8/1/2018 to 7/31/2023. Saddleback College	\$0.00
<u>Beverly Dermatology &amp; Laser Center</u> Clinical Training Affiliation Agreement – To provide a clinical site for medical assisting students from 10/12/2018 to 10/11/2020. Saddleback College	\$0.00
<u>Boy Scouts of America, National Council</u> Field Work/Observation Agreement – To provide supervised access to the Fine Arts' scene shop for a troop project on 10/6/2018. Saddleback College	\$0.00
<u>Jamie Swanson, MA, AMFT</u> Independent Contractor Agreement – To provide a presentation on gender dysphoria to psychology students on 10/29/2018. Saddleback College	\$0.00
<u>OC Weight Loss Centers</u> Clinical Training Affiliation Agreement – To provide a clinical site for medical assisting students from 10/12/2018 to 10/11/2020. Saddleback College	\$0.00



<u>OptumCare Medical Group</u> Clinical Training Affiliation Agreement – To provide a clinical site for medical assisting students from 10/22/2018 to 10/21/2020. Saddleback College	\$0.00
<u>Ricoh USA, Inc.</u> Trial Agreement – To provide a 30-day trial of a Ricoh copier by the Copy Center from 10/19/2018 to 11/18/2018. Saddleback College	\$0.00
<u>Sana's Curry Bowl, LLC</u> Food Truck Services – To provide catering services at the Pinoy Piyesta event on 10/27/2018. Irvine Valley College	\$0.00
<u>SG Homecare</u> Clinical Training Affiliation Agreement – To provide a clinical site for health information technology students from 10/12/2018 to 10/11/2020. Saddleback College	\$0.00
<u>Western Governors University</u> External Student Field Work Agreement – To allow external students in the Healthcare Program to observe at the Health Center from 9/24/2018 to 1/31/2019. Saddleback College	\$0.00

**TO:** Board of Trustees

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

**RE:** |SOCCCD: Grant: Saddleback College Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Subaward Issuance to Community College of Baltimore County|

**ACTION:** Ratification

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### **BACKGROUND**

Saddleback College received an \$8,819,760 award from the National Science Foundation (NSF) for a five-year period from September 1, 2018 through August 31, 2023. In order to accomplish the goals of the project, Saddleback College intends to issue Subaward agreements to three entities: Growth Sector, San Jose Evergreen Community College District, and Community College of Baltimore County, to perform essential project activities as originally proposed to the NSF.

### **STATUS**

The Subaward agreement to Community College of Baltimore County (EXHIBIT A), includes all data elements and terms and conditions required in order to comply with all federal, state and local regulations and policies related to the issuance of Subawards under federal awards. Community College of Baltimore County will play an essential role in the NSF INCLUDES Alliance by functioning as the hub institution for partner colleges in the greater Washington, D.C./Maryland region and coordinating hub communications, dissemination, and implementation of the STEM Core model, assisting with the hiring of student support specialists at partner colleges, and collecting program data for alliance reporting and evaluation needs. The Subaward to Community College of Baltimore County will be in the amount of \$733,795 over a five-year period, as originally proposed and awarded by NSF, subject to availability of funds authorized by NSF to Saddleback College.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Subaward agreement to Community College of Baltimore County under Saddleback College's National Science Foundation Cooperative Agreement award HRD-1834628 in the amount of \$733,795 for a period of September 1, 2018 through August 31, 2023.

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

**Cost Reimbursement Research Subaward Agreement**

Run Template

Federal Awarding Agency: National Science Foundation (NSF)

Pass-Through Entity (PTE):

Subrecipient:

Saddleback College

Community College of Baltimore County

PTE PI: Jim Zoval

Sub PI: Michael Venn

PTE Federal Award No: HRD-1834628

Subaward No: SC - SUB - G1287

Project Title: Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion

Subaward Period of Performance (Budget Period):

Start: 09/01/2018

End: 08/31/2019

Amount Funded This Action (USD): \$ 115,890.00

Estimated Project Period (if incrementally funded):

Start: 09/01/2018

End: 08/31/2023

Incrementally Estimated Total (USD): \$ 733,795.00

**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 Authorized Official 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 Authorized Official 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 Authorized Official 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:

By an Authorized Official of Subrecipient:

Name:

Date

Title:

Name:

Date

Title:

**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

SC - SUB - G1287

**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.

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**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.

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**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.

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**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.

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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.

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**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 and PTE Terms and Conditions****Subaward Number**  
**SC - SUB - G1287****Required Data Elements**

The data elements required by Uniform Guidance are incorporated as entered

**This Subaward Is:**

Research & Development

**Federal Award Issue Date**

08/30/2018

**FAIN**

HRD-1834628

**CFDA No.**

47.076

**CFDA Title**

Education and Human Resources

**Key Personnel Per NOA**

Michael Venn

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**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditures 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/pappg18\\_1/index.jsp](https://nsf.gov/pubs/policydocs/pappg18_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 Administrative 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

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**Special Terms and Conditions:****Copyrights:**

Subrecipient grants 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:**

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 attached.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply: \_\_\_\_\_ (PTE or Subrecipient).

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: NSF – NSF PAPPG Chapter IX.A

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 report 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.

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**Additional Terms:**

**Audits:**

As required by California Education Code Section 84040, PTE and Subrecipient will conduct their annual financial and compliance audits with each covering the cost for their respective audits.

**Certification:**

Acceptance of this Subaward constitutes certification that the Subrecipient is in compliance with the series 3000 of the staff diversity/affirmative action policy (in Americans with Disabilities Act (1990), Ed Code 87100, Title V, California Code of Regulations Policy Number 3010(x)).

**Disputes:**

All claims, disputes, and other matters in question between the PTE and Subrecipient arising out of or relating to this Subaward or the breach thereof shall be addressed in the following manner. The PTE and Subrecipient shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the PTE and Subrecipient may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini-trial, or other method of alternative dispute resolution. In the event that the PTE and Subrecipient are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest South Orange County Community College District office involved in the suit. Should it be necessary for either PTE or Subrecipient to initiate legal proceedings to resolve disputes arising out of or relating to this Subaward, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings. Notwithstanding the fact that a

dispute, controversy or question shall have arisen in the interpretation of any provision of this Subaward, the performance of any work, the delivery of any material, the payment of any moneys to Subrecipient, or otherwise, Subrecipient agrees that it will not directly or indirectly stop or delay the work directed by PTE, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

**Indemnification:**

Subrecipient agrees to hold harmless and indemnify PTE, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents, and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding, or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by Subrecipient, of its duties and responsibilities under this Subaward, unless such performance or nonperformance occurred at the direction of or was caused by PTE. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

PTE agrees to hold harmless and indemnify Subrecipient, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents, and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by PTE, of its duties and responsibilities under this Subaward, unless such performance or nonperformance occurred at the direction of or was caused by Subrecipient. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

**Insurance:**

Subrecipient agrees to maintain, in full force and effect, at Subrecipients expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of no less than One Million Dollars (\$1,000,000).

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

All policies required by this Subaward shall provide that PTE shall be given thirty (30) days' notice of each expiration or cancellation thereof or reduction of the coverage provided thereby.



**Independent Contractor:**

Subrecipient, in the performance of this Subaward, shall be and act as an independent contractor and not an employee of PTE. Subrecipient, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of PTE, and are not entitled to benefits of any kind or nature normally provided employees of PTE and/or to which PTE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. PTE assumes the full responsibility of his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Subaward. Subrecipient shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Subrecipient's employees. Subrecipient agrees to indemnify and hold PTE harmless from and against any and all liability arising from any failure or alleged failure of Subrecipient to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Subrecipient's employees.

**Law:**

In performing the Work, both PTE and Subrecipient shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances that are now or may in the future become applicable to the work. PTE shall not be responsible for compliance with any rules or regulations applicable to the Subrecipient that are not expressly incorporated into this Subaward. Subrecipient and all Subrecipient's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Subaward.

**Assignment:**

Neither PTE nor Subrecipient shall assign or transfer any of its rights or obligations under this Subaward, including by operation of law or change of control or merger, without the other's prior written consent.

**Non-Waiver:**

The failure of PTE or Subrecipient to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Subaward, 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.

**Entire Agreement and Amendment:**

This Subaward constitutes the entire agreement and understanding between the PTE and Subrecipient, and is a complete and exclusive statement of the terms of the PTE and Subrecipient agreement pursuant to Code of Civil Procedure Section 1856.

**Approval by South Orange County Community College's Board of Trustees:**

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



**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

SC - SUB - G1287

**PTE Information**

Entity Name: Saddleback College

Legal Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692

Website: www.saddleback.edu

**PTE Contacts**

Central Email: scgrants@saddleback.edu

Principal Investigator Name: Jim Zoval

Email: jzoval@saddleback.edu

Telephone Number: 949-582-4695

Administrative Contact Name: Catherine Arreguin

Email: carreguin@saddleback.edu

Telephone Number:

COI Contact email (if different to above):

Financial Contact Name: Roxanne Metz

Email: rmetz@saddleback.edu

Telephone Number: 949-582-4824

Email invoices? ☒ Yes ☐ No Invoice email (if different):

Authorized Official Name: Ann-Marie Gabel, Vice Chancellor, Business Services

Email: agabel@socccd.edu

Telephone Number: 949-582-4663

**PI Address:**Science Building, 3rd Floor  
28000 Marguerite Parkway  
Mission Viejo, CA 92692**Administrative Address:**AGB 118  
28000 Marguerite Parkway  
Mission Viejo, CA 92692**Invoice Address:**AGB 120  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

**Attachment 3B****Subrecipient Contacts**

SC - SUB - G1287

**Subrecipient Information for [FFATA](#) reporting**Entity's DUNS Name: EIN No.:  Institution Type: DUNS:  Currently registered in SAM.gov: ☐ Yes ☐ NoExempt 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:  Zip Code+4: **Subrecipient Contacts**Central Email: Website: Principal Investigator Name: Email:  Telephone Number: Administrative Contact Name: Email:  Telephone Number: Financial Contact Name: Email:  Telephone Number: Invoice/Payment Email: Authorized Official Name: Email:  Telephone Number: **Legal Address:****Administrative Address:****Payment Address:**

**Attachment 3B-2**  
**Highest Compensated Officers**

**Subrecipient:**

Institution Name: Community College of Baltimore County

PI Name: Michael Venn

**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:

SC - SUB - G1287

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 Administrative Contact within 15 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 Principal Investigator.
- ☒ Annual technical / progress reports will be submitted within 45 days prior to the end of each budget period to the PTE's Principal Investigator. 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 Principal Investigator within 60 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 Principal Investigator 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 Administrative Contact 60 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 Administrative Contact 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: Upon Request
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

#### Other Special Reporting Requirements:

Send copies of all technical reports checked above to: Gary Barnak,  
gbarnak@saddleback.edu and the SC Grants Office, scgrants@saddleback.edu

**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:

SC - SUB - G1287

**Statement of Work**

☐ Below ☒ Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

**Budget Information**

<b>Indirect Information</b>	Indirect Cost Rate (IDC) Applied <input type="text" value="35.7"/> %	<b>Cost Sharing</b>	<input type="text" value="No"/>
Rate Type: <input type="text" value="Modified Total Direct Costs"/>		If Yes, include Amount: \$	<input type="text"/>

**Budget Details** ☐ Below ☒ Attached,  pages

**Budget Totals**

Direct Costs	\$	<input type="text" value="598,625.00"/>
Indirect Costs	\$	<input type="text" value="135,169.00"/>
Total Costs	\$	<input type="text" value="733,795.00"/>

*All amounts are in United States Dollars*

## Attachment 5 – Statement of Work

# NSF INCLUDES Alliance STEM Core Expansion Statement of Work

## Community College of Baltimore County (CCBC)

CCBC will function as the STEM Core Hub for the Washington D.C. area in the state of Maryland, hereafter referred to as the Metro DC Hub.

The Metro DC Hub will provide leadership for participation among regional community colleges.

Perform Hub coordinator duties for the Metro DC Hub, including:

- Engage with partner colleges that have agreed to implement the STEM Core Model
- Ensure each Metro DC Hub partner college has a plan to implement a FALL 2018 or FALL 2019 STEM Core cohort with a student support specialist and accelerated math courses
- Provide assistance to Metro DC Hub partners in finding cohort student internship opportunities
- Conduct quarterly Metro DC HUB partner meetings
- Develop the data infrastructure to monitor and respond to emerging network needs
- Monitor data for continuous improvement
- Coordinate professional development for faculty, counselors, and student support specialists
- Assist with internships and employer development in the Metro DC Hub region
- Liaise with Economic Development partners to develop internship opportunities and program sustainability
- Coordinate the collection of Metro DC Hub region student academic data

The Metro DC Hub will collect and report the following data to the grant PI and Growth Sector on an annual basis and in some cases quarterly (as required):

- Number of regional networked colleges
- Number of additional workforce and community partners characterized by role and program/resource contribution
- Number and program contributions of regional employers
- Number of extended dual credit STEM Core programs at high school and community based organizations
- Additional regional public/private funding over grant term
- Number of Hub presentations at regional or national convenings
- STEM Core key elements promoted / funded in related regional programs / policies / resources
- List of the colleges' dual credit STEM Core programs at high schools and / or community based organization.

## Attachment 5 – Statement of Work

Perform grant duties as follows:

- Attend and support PI approved annual STEM Core network national convenings
- Attend required annual meeting at NSF headquarters in Washington D.C.
- Provide the PI, or his designated representative, with required quarterly and annual reports
- Submit invoices in a timely manner
- Communicate activities and other required information with other grant stakeholders, including other Hubs and the backbone organization, Growth Sector
- Communicate required data with the designated external evaluator organization
- Manage funds for Professional Development (PD)
- Develop PD materials and / or programs as necessary
- Engage with Hubs and the national STEM Core network to deliver and implement PD materials and / or programs

# SUMMARY PROPOSAL BUDGET

YEAR 1

ORGANIZATION <b>COMMUNITY COLLEGE OF BALTIMORE COUNTY, THE</b>				FOR NSF USE ONLY			
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>Michael Venn</b>				PROPOSAL NO.	DURATION (months)		
				AWARD NO.	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
				CAL	ACAD	SUMR	
1. <b>Michael Venn - Co-PI</b>				0.72	0.00	0.00	<b>6,341</b>
2.							
3.							
4.							
5.							
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	<b>0</b>
7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)				0.72	0.00	0.00	<b>6,341</b>
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00	<b>0</b>
2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				12.00	0.00	0.00	<b>50,000</b>
3. ( 0 ) GRADUATE STUDENTS							<b>0</b>
4. ( 0 ) UNDERGRADUATE STUDENTS							<b>0</b>
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							<b>0</b>
6. ( 0 ) OTHER							<b>0</b>
TOTAL SALARIES AND WAGES (A + B)							<b>56,341</b>
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							<b>20,113</b>
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							<b>76,454</b>
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							<b>0</b>
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							<b>6,000</b>
2. INTERNATIONAL							<b>0</b>
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ _____ <b>0</b>							
2. TRAVEL _____ <b>0</b>							
3. SUBSISTENCE _____ <b>0</b>							
4. OTHER _____ <b>0</b>							
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS							<b>0</b>
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES							<b>0</b>
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION							<b>0</b>
3. CONSULTANT SERVICES							<b>0</b>
4. COMPUTER SERVICES							<b>0</b>
5. SUBAWARDS							<b>4,000</b>
6. OTHER							<b>0</b>
TOTAL OTHER DIRECT COSTS							<b>4,000</b>
H. TOTAL DIRECT COSTS (A THROUGH G)							<b>86,454</b>
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) <b>Total Direct Costs less subcontracts (Rate: 35.7000, Base: 82454)</b>							
TOTAL INDIRECT COSTS (F&A)							<b>29,436</b>
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							<b>115,890</b>
K. SMALL BUSINESS FEE							<b>0</b>
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							<b>115,890</b>
M. COST SHARING PROPOSED LEVEL \$ <b>0</b> AGREED LEVEL IF DIFFERENT \$							
PI/PI NAME <b>Michael Venn</b>				FOR NSF USE ONLY			
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION			
				Date Checked	Date Of Rate Sheet	Initials - ORG	

1 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET



# SUMMARY PROPOSAL BUDGET

YEAR 2

ORGANIZATION <b>COMMUNITY COLLEGE OF BALTIMORE COUNTY, THE</b>				FOR NSF USE ONLY					
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>Michael Venn</b>				PROPOSAL NO.		DURATION (months)			
				Proposed		Granted			
AWARD NO.									
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer		Funds granted by NSF (if different)	
				CAL	ACAD	SUMR			
1. <b>Michael Venn - Co-PI</b>				0.72	0.00	0.00	<b>6,531</b>		
2.									
3.									
4.									
5.									
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	<b>0</b>		
7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)				0.72	0.00	0.00	<b>6,531</b>		
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)									
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00	<b>0</b>		
2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				12.00	0.00	0.00	<b>51,500</b>		
3. ( 0 ) GRADUATE STUDENTS							<b>0</b>		
4. ( 0 ) UNDERGRADUATE STUDENTS							<b>0</b>		
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							<b>0</b>		
6. ( 0 ) OTHER							<b>0</b>		
TOTAL SALARIES AND WAGES (A + B)							<b>58,031</b>		
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							<b>20,716</b>		
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							<b>78,747</b>		
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)									
TOTAL EQUIPMENT							<b>0</b>		
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							<b>6,000</b>		
2. INTERNATIONAL							<b>0</b>		
F. PARTICIPANT SUPPORT COSTS									
1. STIPENDS \$ _____				<b>0</b>					
2. TRAVEL _____				<b>0</b>					
3. SUBSISTENCE _____				<b>0</b>					
4. OTHER _____				<b>0</b>					
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS							<b>0</b>		
G. OTHER DIRECT COSTS									
1. MATERIALS AND SUPPLIES							<b>0</b>		
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION							<b>0</b>		
3. CONSULTANT SERVICES							<b>0</b>		
4. COMPUTER SERVICES							<b>0</b>		
5. SUBAWARDS							<b>104,000</b>		
6. OTHER							<b>0</b>		
TOTAL OTHER DIRECT COSTS							<b>104,000</b>		
H. TOTAL DIRECT COSTS (A THROUGH G)							<b>188,747</b>		
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) <b>Total direct costs less subcontracts (Rate: 35.7000, Base: 84747)</b>									
TOTAL INDIRECT COSTS (F&A)							<b>30,255</b>		
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							<b>219,002</b>		
K. SMALL BUSINESS FEE							<b>0</b>		
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							<b>219,002</b>		
M. COST SHARING PROPOSED LEVEL \$ <b>0</b>				AGREED LEVEL IF DIFFERENT \$					
PI/PI NAME <b>Michael Venn</b>				FOR NSF USE ONLY					
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION					
				Date Checked		Date Of Rate Sheet		Initials - ORG	

2 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY PROPOSAL BUDGET

YEAR 3

ORGANIZATION <b>COMMUNITY COLLEGE OF BALTIMORE COUNTY, THE</b>				FOR NSF USE ONLY		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>Michael Venn</b>				PROPOSAL NO.		DURATION (months)
				Proposed		Granted
AWARD NO.						
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer
				CAL	ACAD	SUMR
1. <b>Michael Venn - Co-PI</b>				0.72	0.00	0.00
2.						
3.						
4.						
5.						
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00
7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)				0.72	0.00	0.00
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)						
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00
2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				12.00	0.00	0.00
3. ( 0 ) GRADUATE STUDENTS						
4. ( 0 ) UNDERGRADUATE STUDENTS						
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)						
6. ( 0 ) OTHER						
TOTAL SALARIES AND WAGES (A + B)						59,772
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)						21,338
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)						81,110
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)						
TOTAL EQUIPMENT						0
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)						6,000
2. INTERNATIONAL						0
F. PARTICIPANT SUPPORT COSTS						
1. STIPENDS \$ _____ 0						
2. TRAVEL _____ 0						
3. SUBSISTENCE _____ 0						
4. OTHER _____ 0						
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS						0
G. OTHER DIRECT COSTS						
1. MATERIALS AND SUPPLIES						0
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION						0
3. CONSULTANT SERVICES						0
4. COMPUTER SERVICES						0
5. SUBAWARDS						104,000
6. OTHER						0
TOTAL OTHER DIRECT COSTS						104,000
H. TOTAL DIRECT COSTS (A THROUGH G)						191,110
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) <b>Total direct costs less subcontracts (Rate: 35.7000, Base: 87110)</b>						
TOTAL INDIRECT COSTS (F&A)						31,098
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)						222,208
K. SMALL BUSINESS FEE						0
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)						222,208
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$		
PI/PI NAME <b>Michael Venn</b>				FOR NSF USE ONLY		
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION		
				Date Checked	Date Of Rate Sheet	Initials - ORG

3 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY PROPOSAL BUDGET

YEAR 4

ORGANIZATION <b>COMMUNITY COLLEGE OF BALTIMORE COUNTY, THE</b>				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>Michael Venn</b>				AWARD NO.	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
				CAL	ACAD	SUMR	
1. <b>Michael Venn - Co-PI</b>				0.72	0.00	0.00	<b>6,929</b>
2.							
3.							
4.							
5.							
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	<b>0</b>
7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)				0.72	0.00	0.00	<b>6,929</b>
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00	<b>0</b>
2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				12.00	0.00	0.00	<b>54,636</b>
3. ( 0 ) GRADUATE STUDENTS							<b>0</b>
4. ( 0 ) UNDERGRADUATE STUDENTS							<b>0</b>
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							<b>0</b>
6. ( 0 ) OTHER							<b>0</b>
TOTAL SALARIES AND WAGES (A + B)							<b>61,565</b>
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							<b>21,978</b>
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							<b>83,543</b>
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							<b>0</b>
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							<b>6,000</b>
2. INTERNATIONAL							<b>0</b>
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ _____ <b>0</b>							
2. TRAVEL _____ <b>0</b>							
3. SUBSISTENCE _____ <b>0</b>							
4. OTHER _____ <b>0</b>							
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS							<b>0</b>
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES							<b>0</b>
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION							<b>0</b>
3. CONSULTANT SERVICES							<b>0</b>
4. COMPUTER SERVICES							<b>0</b>
5. SUBAWARDS							<b>4,000</b>
6. OTHER							<b>0</b>
TOTAL OTHER DIRECT COSTS							<b>4,000</b>
H. TOTAL DIRECT COSTS (A THROUGH G)							<b>93,543</b>
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) <b>Total direct costs less subcontracts (Rate: 35.7000, Base: 89543)</b>							
TOTAL INDIRECT COSTS (F&A)							<b>31,967</b>
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							<b>125,510</b>
K. SMALL BUSINESS FEE							<b>0</b>
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							<b>125,510</b>
M. COST SHARING PROPOSED LEVEL \$ <b>0</b>				AGREED LEVEL IF DIFFERENT \$			
PI/PI NAME <b>Michael Venn</b>				FOR NSF USE ONLY			
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION			
				Date Checked	Date Of Rate Sheet	Initials - ORG	

4 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY PROPOSAL BUDGET

YEAR 5

ORGANIZATION <b>COMMUNITY COLLEGE OF BALTIMORE COUNTY, THE</b>				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>Michael Venn</b>				AWARD NO.	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
				CAL	ACAD	SUMR	
1. <b>Michael Venn - Co-PI</b>				0.72	0.00	0.00	<b>7,136</b>
2.							
3.							
4.							
5.							
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	<b>0</b>
7. ( 1 ) TOTAL SENIOR PERSONNEL (1 - 6)				0.72	0.00	0.00	<b>7,136</b>
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00	<b>0</b>
2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				3.00	0.00	0.00	<b>14,066</b>
3. ( 0 ) GRADUATE STUDENTS							<b>0</b>
4. ( 0 ) UNDERGRADUATE STUDENTS							<b>0</b>
5. ( 0 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							<b>0</b>
6. ( 0 ) OTHER							<b>0</b>
TOTAL SALARIES AND WAGES (A + B)							<b>21,202</b>
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							<b>7,569</b>
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							<b>28,771</b>
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							<b>0</b>
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							<b>6,000</b>
2. INTERNATIONAL							<b>0</b>
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ _____ <b>0</b>							
2. TRAVEL _____ <b>0</b>							
3. SUBSISTENCE _____ <b>0</b>							
4. OTHER _____ <b>0</b>							
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS							<b>0</b>
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES							<b>0</b>
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION							<b>0</b>
3. CONSULTANT SERVICES							<b>0</b>
4. COMPUTER SERVICES							<b>0</b>
5. SUBAWARDS							<b>4,000</b>
6. OTHER							<b>0</b>
TOTAL OTHER DIRECT COSTS							<b>4,000</b>
H. TOTAL DIRECT COSTS (A THROUGH G)							<b>38,771</b>
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) <b>Total direct costs less subcontracts (Rate: 35.7000, Base: 34772)</b>							
TOTAL INDIRECT COSTS (F&A)							<b>12,414</b>
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							<b>51,185</b>
K. SMALL BUSINESS FEE							<b>0</b>
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							<b>51,185</b>
M. COST SHARING PROPOSED LEVEL \$ <b>0</b>				AGREED LEVEL IF DIFFERENT \$			
PI/PI NAME <b>Michael Venn</b>				FOR NSF USE ONLY			
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION			
				Date Checked	Date Of Rate Sheet	Initials - ORG	

5 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY PROPOSAL BUDGET

Cumulative

ORGANIZATION <b>COMMUNITY COLLEGE OF BALTIMORE COUNTY, THE</b>				FOR NSF USE ONLY	
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>Michael Venn</b>				PROPOSAL NO.	DURATION (months)
				Proposed	Granted
AWARD NO.					
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months	
	CAL	ACAD	SUMR	Funds Requested By proposer	Funds granted by NSF (if different)
1. <b>Michael Venn - Co-PI</b>	3.60	0.00	0.00	<b>33,664</b>	
2.					
3.					
4.					
5.					
6. ( ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)	0.00	0.00	0.00	<b>0</b>	
7. ( <b>1</b> ) TOTAL SENIOR PERSONNEL (1 - 6)	3.60	0.00	0.00	<b>33,664</b>	
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)					
1. ( <b>0</b> ) POST DOCTORAL SCHOLARS	0.00	0.00	0.00	<b>0</b>	
2. ( <b>5</b> ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)	51.00	0.00	0.00	<b>223,247</b>	
3. ( <b>0</b> ) GRADUATE STUDENTS				<b>0</b>	
4. ( <b>0</b> ) UNDERGRADUATE STUDENTS				<b>0</b>	
5. ( <b>0</b> ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)				<b>0</b>	
6. ( <b>0</b> ) OTHER				<b>0</b>	
TOTAL SALARIES AND WAGES (A + B)				<b>256,911</b>	
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)				<b>91,714</b>	
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)				<b>348,625</b>	
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)					
TOTAL EQUIPMENT				<b>0</b>	
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)				<b>30,000</b>	
2. INTERNATIONAL				<b>0</b>	
F. PARTICIPANT SUPPORT COSTS					
1. STIPENDS \$ _____				<b>0</b>	
2. TRAVEL _____				<b>0</b>	
3. SUBSISTENCE _____				<b>0</b>	
4. OTHER _____				<b>0</b>	
TOTAL NUMBER OF PARTICIPANTS ( <b>0</b> ) TOTAL PARTICIPANT COSTS				<b>0</b>	
G. OTHER DIRECT COSTS					
1. MATERIALS AND SUPPLIES				<b>0</b>	
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION				<b>0</b>	
3. CONSULTANT SERVICES				<b>0</b>	
4. COMPUTER SERVICES				<b>0</b>	
5. SUBAWARDS				<b>220,000</b>	
6. OTHER				<b>0</b>	
TOTAL OTHER DIRECT COSTS				<b>220,000</b>	
H. TOTAL DIRECT COSTS (A THROUGH G)				<b>598,625</b>	
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)					
TOTAL INDIRECT COSTS (F&A)				<b>135,170</b>	
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)				<b>733,795</b>	
K. SMALL BUSINESS FEE				<b>0</b>	
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)				<b>733,795</b>	
M. COST SHARING PROPOSED LEVEL \$ <b>0</b>				AGREED LEVEL IF DIFFERENT \$	
PI/PI NAME <b>Michael Venn</b>				FOR NSF USE ONLY	
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION	
				Date Checked	Date Of Rate Sheet
				Initials - ORG	

C \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

**Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion  
Revised Budget Justification – Community College of Baltimore County**

*(Items that have been revised compared to the originally submitted budget have been italicized.)*

**A. Personnel.**

**Senior Personnel**

**1. Michael Venn, Senior Personnel.** Michael Venn is Assistant Dean for Mathematics at CCBC. He will oversee all work of the project during the year and supervise the Outreach Coordinator. Professor Venn will also serve as CCBC's point of contact for other collaborators. *He will devote 6% (0.72 person-months) of his time to this project. His FY 2019 salary will be \$105,678;* each subsequent year we anticipate that his salary will increase by three percent.

*Year 1: 6% of \$105,678 = \$6,341*

*Year 2: 6% of \$108,848 = \$6,531*

*Year 3: 6% of \$112,113 = \$6,727*

*Year 4: 6% of \$115,476 = \$6,929*

*Year 5: 6% of \$118,940 = \$7,136*

**The total request for senior personnel is \$33,664**

**Other personnel**

**2. Outreach Coordinator (to be hired).** The Outreach Coordinator will be responsible for providing wrap-around support services for participating students at CCBC. *This will be full-year, full time appointment at \$50,000 a year for years 1-4. In Year 5, effort will be reduced to 25% (3 person-months).* We anticipate that this salary will increase annually by three percent.

*Year 1: \$50,000*

*Year 2: \$51,500*

*Year 3: \$53,045*

*Year 4: \$54,636*

*Year 5: \$56,264 x 25% = \$14,066*

**The total request for the Outreach Coordinator salary is: \$223,247.**

**B. Fringe benefits**

Fringe benefits are calculated at the rate of 35.7% of salary for full-time employees (Mr. Venn and the Outreach Coordinator)

*Year 1: \$20,113*

*Year 2: \$20,716*

*Year 3: \$21,338*

*Year 4: \$21,978*

*Year 5: \$7,569*

**The total request for fringe benefits is: \$91,714**

**E. Travel**

Flight and lodging expenses for STEM CORE professional development for 2 staff member at CCBC every year for 5 years.

*Year 1: \$6,000*

*Year 2: \$6,000*

*Year 3: \$6,000*

*Year 4: \$6,000*

*Year 5: \$6,000*

**The total request for travel is: \$30,000**

**G5. Subawards.** Subrecipient Anne Arundel Community College (AACC) and Howard Community College (HCC) will serve as sites for the STEM CORE model, with CCBC acting as the regional hub for Maryland. The subgrantees will be paid \$4,000 every year for four years to attend training on how to implement STEM CORE. *AACC and HCC will each be granted \$50,000 a year for two years, payable in years 2 and 3 of the grant, for staffing to implement STEM CORE.*

Year 1: \$4,000

Year 2: \$104,000

Year 3: \$104,000

Year 4: \$4,000

Year 5: \$4,000

**The total request for subcontracts is \$220,000.**

**H. Total direct costs**

*Year 1: \$86,454*

*Year 2: \$188,747*

*Year 3: \$191,110*

*Year 4: \$93,543*

*Year 5: \$38,772*

***The total request for Direct Costs is \$598,625***

**I. Indirect costs.**

**CCBC's negotiated indirect cost rate is 35.7% of direct cost, with subcontract amounts excluded.**

*Year 1: \$29,436*

*Year 2: \$30,255*

*Year 3: \$31,098*

*Year 4: \$31,967*

*Year 5: \$12,413*

***The total request for Indirect Costs is \$135,169***

**J. Total Direct and indirect costs (total request)**

*Year 1: \$115,890*

*Year 2: \$219,002*

*Year 3: \$222,208*

*Year 4: \$125,510*

*Year 5: \$51,185*

***The request grand total is: \$733,795***

## Attachment 6

### Notice of Award (NOA) and any additional documents



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.



National Science Foundation  
4201 Wilson Boulevard  
Arlington, VA 22230  
www.nsf.gov

## COOPERATIVE AGREEMENT(CA)

**AWARD:** HRD-1834628**EFFECTIVE DATE:**

September 1, 2018

**EXPIRATION DATE:**

August 31, 2023

**PROJECTED TOTAL AWARD FUNDING:**

(Subject to availability of funds)  
\$8,819,760

**CUMULATIVE AMOUNT:**

\$1,538,434

**SOLICITATION:**

(Incorporated by reference, as amended)

NSF 18-529

Inclusion across the Nation of Communities of Learners of  
Underrepresented Discoverers in Engineering and Science  
(NSF INCLUDES)

**CFDA NUMBER:**

47.076

**OTHER AWARDS UNDER THIS PROGRAM:**

Show List of Awards

**AWARDEE:**

Saddleback Community College District

**PROJECT TITLE:**

Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion

**PROJECT ABSTRACT:**<https://www.fastlane.nsf.gov/servlet/showaward?award=1834628>Principal Investigator(s)Proposal No.Institution (s)

Jim Zoval

HRD-1834628

Saddleback Community College District

Art Nitta

Saddleback Community College District

Michael Venn

The Community College of Baltimore County

**Collaborators:**

Principal Investigator (s)

Proposal No.

Institution (s)

Jim Zoval

HRD-1834628

Saddleback Community College District

Sarah M. Miller

HRD-1834608

University of Colorado

**NSF Contact Information:**

Financial/Administrative questions: e-mail your NSF Grants and Agreements Official, Jannele Gosey, at [jgosey@nsf.gov](mailto:jgosey@nsf.gov) or call the Division at 703-292-4445.

Programmatic questions: e-mail your NSF Program Officer, Joseph Whitmeyer, at [jwhitmey@nsf.gov](mailto:jwhitmey@nsf.gov) or call the Program Division at 703-292-7808.

This CA is entered into between the United States of America, represented by the National Science Foundation (NSF), and the above named Awardee pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 USC 1861-1875). This CA is provided electronically to the Awardee. The Awardee is responsible for full compliance with all Programmatic and Financial/Administrative Terms and Conditions as initially stated or as updated over the life of this CA. The Awardee's request to draw down funds under this CA will represent acceptance by the Awardee of all Terms and Conditions of the CA. The Authorized Organizational Representative (AOR) will be electronically notified of any changes to these Terms and Conditions and is encouraged to immediately review these changes and contact the Grants and Agreements Official or Program Officer within thirty days with any questions.

**Financial/Administrative Terms and Conditions (FATC):**

General FATC:

[http://www.nsf.gov/publications/pub\\_summ.jsp?ods\\_key=NSF99999FATC004](http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF99999FATC004)

Award Specific FATC:

**Programmatic Terms and Conditions (PTC):**

General PTC:

[http://www.nsf.gov/publications/pub\\_summ.jsp?ods\\_key=NSF18529TPTC000](http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF18529TPTC000)

Award Specific PTC:

### **Change History**

#### **Prior Awarded Funding Amount:**

Per Original Award on  
08/30/2018: \$1,538,434

**Programmatic Terms and Conditions (PTC):**

General PTC:

[http://www.nsf.gov/publications/pub\\_summ.jsp?ods\\_key=NSF171TPTC000](http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF171TPTC000)

Award Specific PTC:

**1. Key Personnel:**

Except for the Principal Investigator(s) (PIs) or Co-PIs identified in this award, requests to make any changes to personnel, organizations, and/or partnerships specifically named in the proposal approved as part of this award shall be submitted in writing to the cognizant NSF Program Official for approval prior to any changes taking effect. Requests for prior approval of changes to the PI(s) must be submitted through FastLane for review by the cognizant NSF Program Official and approval by an NSF Grants Officer.

**2. Program/Project Description:**

The NSF INCLUDES Alliances form the central parts of the NSF INCLUDES National Network. Alliances will bring together programs, people, organizations, technologies, and institutions to achieve results at scale, provide new research, and leverage NSF's broadening participation investments. The NSF INCLUDES approach requires that each Alliance focus not only on its own vision and goals, but also work with the NSF INCLUDES Coordination Hub (the Hub) and other organizations within the NSF INCLUDES National Network. Collectively, the set of Alliances will participate in a network to achieve long-term goals of the NSF INCLUDES program through collaboration with the NSF INCLUDES Coordination Hub and by creating opportunities for other organizations and broadening participation stakeholders to join in and expand the NSF INCLUDES National Network.

**3. Project Governance and Governing Responsibilities:**

The Awardee is responsible for the satisfactory execution of the Alliance project, for the co-management of the collaborative awards and oversight of any subawards, and for ensuring the satisfactory completion of any awardee staff obligations associated with components of the project.

The Awardee(s) will ensure that an efficient, effective and transparent project governing structure is in place throughout the award period to support all critical or significant project activities. In support of this objective, key responsibilities for the Alliance Director, who is also the PI of the Lead Institution award, are defined as follows:

- a. Managing, overseeing, and directing the overall NSF INCLUDES Alliance project and communicating and coordinating Alliance activities with the NSF INCLUDES Coordination Hub;
- b. Contributing to collaborative infrastructure development, community development, and broader impact outcomes;
- c. Serving as the point of contact with NSF Program Officials and the Coordination Hub Director;
- d. Producing, together with PIs, Co-PIs and other project personnel, annual and final reports that provide both an integrated view of the overall project, its contribution to the Network, and specifics for each collaborating partner;
- e. Creating, maintaining, and contributing to an updated website for the NSF INCLUDES Alliance project; and
- f. Leading the project team in planning and coordinating all activities described in the Alliance proposal.

The Alliance Management Team, made up of the PIs of the collaborative awards, the personnel outlined in the proposals and led by the Alliance Director, is responsible for all Alliance functions. The Alliance Management Team reports to the Alliance Director and NSF.

**4. Reporting Requirements:**

The Awardee will provide reports as requested by the cognizant NSF Program Director who will determine the contents,

formats, and submission timelines. The Awardee will submit all required reports via the mechanisms specified by NSF. Below we specify the types of required reports, along with the frequency and content/purpose of each.

a. Teleconferences between NSF Program Officer and PI/Alliance Director and relevant co-PIs/collaborators.

i. Frequency:

1. At least once quarterly with the times to be jointly decided by NSF and the Project Manager.
2. Along with the teleconference, a written status report is to be provided at least one week prior to each teleconference.

ii. Content and purpose:

1. Guide and establish the schedule for agency approval requirements, type and frequency of project plans, special reporting requirements and project and Awardee reviews during the term of the award;
2. Update NSF about current and planned activities, including the NSF INCLUDES Alliance collaborative infrastructure, multi-stakeholder partnerships, Alliance activities, and management issues;
3. Provide information on the Alliance's support organization (backbone) that collaborates with the NSF INCLUDES Coordination Hub and provides the framework for communication and networking, network assistance and reinforcement, visibility and expansions of the Alliance and its partners;
4. Coordinate community events and outreach;
5. Coordinate with NSF as necessary to ensure appropriate information and support for Alliance research initiatives; and
6. Other items, as suggested as part of the written status report. The actual agenda may be modified in concert with NSF.

b. Site Visits and/or Reverse Site Visits.

i. Frequency:

1. At least two over the course of the funding period: one in the project's second year and one in the project's fourth year.
2. More site visits or Reverse Site Visits may be scheduled at the request of the NSF Program Officer, the NSF managing Division Director, or other NSF officials.

ii. Content and purpose: Contribute toward, and attend, an evaluation by an external committee assessing the progress of the Alliance project relative to the goals of the NSF INCLUDES Alliance program as specified in the original solicitation, as well as specific metrics outlined in the original proposal.

iii. Other site visits and/or reverse site visits may be requested by NSF, as appropriate and with reasonable accommodations for scope and timing.

c. Annual Reports.

i. Frequency:

1. Annual (via FastLane)

2. Content and Purpose: Submits to NSF an integrated project report incorporating results from work performed by all PIs in the project. The Report is reviewed and approved by the NSF cognizant Program Official.

d. Special Reports:

- i. A semi-annual financial report for the overall project, detailing expenditures for the lead project as well as any collaborative projects or subcontracts, is to be submitted by the Project Manager to the NSF Program Official. Submission

should be timed with the 2<sup>nd</sup> and 4<sup>th</sup> quarterly teleconferences and should be part of the agenda for those meetings.

ii. Other reports may be requested by NSF, as appropriate and with reasonable accommodations for scope and timeline.

e. NSF INCLUDES Coordination Hub:

i. Frequency: Ongoing activity to establish and maintain communication and relationships with the NSF INCLUDES Coordination Hub.

ii. Content and purpose:

1. Submit reports and data on progress, publications and outreach activities, and outcomes and impacts from the activities and research for the overall project.
2. Provide the NSF INCLUDES Coordination Hub user community with updates on resources available through the Alliance.
3. Assist the NSF INCLUDES Coordination Hub with supporting, growing and maintaining the NSF INCLUDES National Network through active participation in NSF INCLUDES convenings and Coordination Hub events (virtual and face-to-face).

iii. Data Access Policy: The Awardee will submit for NSF approval a document defining the policies and procedures by which the Awardee will receive, manage and disseminate information content relevant to the NSF INCLUDES National Network through the NSF INCLUDES Coordination Hub on behalf of its community, users and relevant stakeholders. The document will address issues such as security, confidentiality, and compliance with any relevant licensing or intellectual property rights constraints. This will be developed and refined in close collaboration with the NSF PO and other relevant NSF personnel during the first 90 days. The policy must be approved by the NSF PO before it is deemed complete, and will be one of the key documents reviewed at each comprehensive project review.

5. NSF Ongoing Project Oversight:

Responsibility for management is shared by the NSF and the Awardee. NSF will be involved with project activities on an appropriate basis, including providing advice, guidance or assistance of a technical, management, or coordinating nature. NSF prior approval of specific decisions, milestones, or project activities may be required. Teleconferences with NSF and reports submitted to NSF will be used to guide and establish the schedule for agency approval requirements, type and frequency of project plans, special reporting requirements, and project and Awardee reviews that NSF will conduct during the term of the award.

NSF Cognizant Program Official will maintain a close working relationship with the Alliance Director. The NSF PO will review project progress on a regular basis and all adjustments that may become necessary. The Alliance Director will send any adjustments that change the scope defined in these Programmatic Terms and Conditions to the PO for review and for final approval by NSF. The NSF PO can recommend changes to the Alliance Management Team based on his/her assessment of team members' performance and coordination with the Hub's activities.

6. Program-Specific Terms and Conditions: The terms and conditions stated herein are the minimum requirements for the NSF INCLUDES Alliance to fulfill the responsibilities to achieve the goals expected under the NSF INCLUDES Alliances Solicitation NSF 18-529. All referenced documents including websites and other documents submitted to NSF are made a part of this Cooperative Agreement. The absence of a compelling strategy and demonstrable impact in achieving the goals and key features of the NSF INCLUDES Alliance incorporated in this agreement and described in full details in NSF 18-529 is sufficient reason to deny continued funding.

**Financial Terms and Conditions (to be inserted by DGA)**

This project is awarded in accordance with the **revised** budget.

## Data Management Plan

### Types of Data and Collection:

The STEM Core Alliance partner colleges will collect quantitative data to measure two local levels of impact related to student outcomes and program implementation to inform internal improvement efforts:

*Student-level data* to measure course pass rates and enrollment retention, number of student interactions with student support specialists, transfers or Associate degree completion, successful internship placements, employment status after participations, STEM Core students enrolled into higher level sequential math courses, and STEM Core student demographics vs college wide demographics;

*Institution level data* to measure the establishment and success of STEM Core pathways and potential expansion of STEM pipelines for remedial students, sustainability of STEM Core cohorts, and expanding enrollment in STEM Core pathways. Data points include the number of partner colleges that implement STEM Core pathways, exposure of college math faculty to growth mindset and equity/access professional development, impact of professional development on math teaching and counseling perspective on educational pathways, percent of remedial students exposed to STEM Core pathways, and the number of STEM Core cohorts enrolled per year.

The STEM Core Alliance lead, backbone and external evaluators will collect data to measure two broader levels of impact. The external evaluator will draw the student and institution level results into the broader evaluation efforts to monitor implementation and outcomes and to use the data to understand college-level implementation, hub and backbone analysis of and response to college-level data.

*Regional and national level data* to measure the regional hubs' ability to sustain and expand STEM Core pathways at the state and regional levels, the ability of a hub to engage with regional workforce and community partners, and employer engagement. Data points include the number and regularity of hub convenings and attendance, number and regularity of regional professional development sessions/attendance, number of regional partner colleges each year, number of regional employer partners and other regional funding sources.

The evaluators will observe and document professional development and other network activities focusing on processes within the hub convenings, progress and follow up since last convening, and engagement with external partners. Observations will be documented through a combination of running field notes and semi-structured protocol developed in alignment with the evaluation questions. Evaluators will attend the annual national network convenings, the virtual national convenings each year, and two hub meetings each year. The evaluators will also conduct site visits at implementing partner colleges to observe STEM Core math classes and to interview campus stakeholders. These site visits will inform the evaluation as to how schools overcome common implementation barriers and how local variations affect program implementation. The ethical practices in the collection and processing of data and the protection of human subjects are standard procedures at SRI. Project directors and managers must meet approval of the SRI Internal Review Board's Human Subjects Committee prior to conducting any research. Confidentiality requirements, in accordance with the IRB, are described in consent forms and in all data collection and management protocols and coding manuals. Additionally, all SRI project team members are required to complete the CITI (Collaborative Institutional Training Initiative) Program training on Human Subjects Research, and will receive additional training based on recommended practices for handling and protecting personally identifiable information (PII) as described in SRI's Personally Identifiable Information Handbook.

### Data Format and Content:

Colleges will collect quantitative student data as part of normal college activities. Institutions of higher education, and community colleges in particular, share similar data reporting requirements and



maintain student information systems that capture information using similar data definitions. As such, community college partners should easily be able to comply with Alliance data reporting protocols and needs. STEM Core students will be tracked over time by Student ID number. Saddleback College's Director of Planning, Research, and Accreditation will oversee the design and development of data systems for collecting and reporting college-level data. Saddleback's data collection and reporting protocol will ensure that data is de-identified and shared in a manner that protects privacy, confidentiality, security, and other rights as appropriate.

Evaluator site visit data will be in the form of running field notes and semi-structured data collection protocols. The evaluators will conduct interviews with key alliance leadership, community college deans and student support specialists, and external partners. The evaluator will interview key alliance leadership, college staff, and external partners in person while attending national or hub convenings, or by phone following convenings.

### **Data Access and Sharing:**

Quantitative data collected by colleges will be securely stored on local college networks using password-protected systems developed and maintained in accordance with individual college policy. Quantitative data will be transferred to Saddleback College through a secure file transfer protocol (FTP) site. Saddleback College's research analyst will clean and prepare all datasets for analysis and will transfer them to the evaluator using the same FTP site.

In order to maintain confidentiality, data on respondents will be kept separate from PII (e.g., participant name or address) and a system of pseudo-IDs will be used to preserve anonymity while allowing any necessary linkage between data files to process the information gathered for research purposes. The identifying information will be stored in a password-protected data system with restricted access. Reports will be in the form of aggregated data only; no individual identifiers will be provided. For sharing with researchers outside of this project, we will ensure that all identifying information is removed from the data, including indirect identifiers and other information that may lead to deductive disclosure for small subsamples.

### **Dissemination:**

The evaluator will provide to Saddleback and Growth Sector regular reporting to inform the ongoing refinement of network activities, provide information that can be shared with hub leaders and support external reporting requirements. This includes regular quarterly oral debriefs to update on work completed, information about recent trends or findings, and details of upcoming plans. The evaluator will also annually provide to the lead and backbone information on any evaluator products resulting from the evaluation, details of participants from the evaluation team, written evaluation summaries of findings to date concerning the network, and documentation of any changes or programs that arise. All identifying information and FERPA-protected information will be excluded from products made available.

Hub convenings will provide a forum for all alliance partners to disseminate implementation progress, student outcomes findings, lessons learned, and best practices within each hub, while the annual national convenings will provide a similar forum for dissemination at the national level. It is anticipated that several white papers and journal articles will arise from this project to broadly disseminate alliance findings.

*Data or, if data cannot be released for privacy or confidentiality reasons, metadata generated by this project will be made publicly available via the NSF Coordination Hub data repository.*

### **Data Preservation:**

Raw data collected during the course of this project, as well as any reports and/or evaluations will be archived and preserved at Saddleback College at the end of the performance period. Alliance partners and funding agency will be given access to data if requested. *All financial records, supporting documents, statistical records and all other records and data pertinent to this project will be preserved by Saddleback College for a minimum of three years after the expiration of the award, in accordance with NSF's Record Retention and Audit requirements.*

**TO:** Board of Trustees

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

**RE:** |SOCCCD: Grant: Saddleback College Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Subaward Issuance to Growth Sector|

**ACTION:** Ratification

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### **BACKGROUND**

Saddleback College received an \$8,819,760 award from the National Science Foundation (NSF) for a five-year period from September 1, 2018 through August 31, 2023. In order to accomplish the goals of the project, Saddleback College intends to issue Subaward agreements to three entities: Growth Sector, San Jose Evergreen Community College District, and Community College of Baltimore County, to perform essential project activities as originally proposed to the NSF.

### **STATUS**

The Subaward agreement to Growth Sector (EXHIBIT A), includes all data elements and terms and conditions required in order to comply with all federal, state and local regulations and policies related to the issuance of Subawards under federal awards. Growth Sector will play an essential role in the NSF INCLUDES Alliance by functioning as a “backbone organization” and coordinating Alliance-wide communications, dissemination, and implementation of the STEM Core model, providing student support specialist training, securing and overseeing internships for students, and working to find new partner colleges to expand the STEM Core network. The Subaward to Growth Sector will be in the amount of \$2,746,291 over a five-year period, as originally proposed and awarded by NSF, subject to availability of funds authorized by NSF to Saddleback College.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Subaward agreement to Growth Sector under Saddleback College's National Science Foundation Cooperative Agreement award HRD-1834628 in the amount of \$2,746,291 for a period of September 1, 2018 through August 31, 2023.

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

**Cost Reimbursement Research Subaward Agreement**

Federal Awarding Agency: National Science Foundation (NSF)

Pass-Through Entity (PTE):

Subrecipient:

Saddleback College

Growth Sector

PTE PI: Jim Zoval

Sub PI: David Gruber

PTE Federal Award No: HRD-1834628

Subaward No: SC - SUB - G1289

Project Title: Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion

Subaward Period of Performance (Budget Period):

Start: 09/01/2018

End: 08/31/2019

Amount Funded This Action (USD): \$ 503,242.00

Estimated Project Period (if incrementally funded):

Start: 09/01/2018

End: 08/31/2023

Incrementally Estimated Total (USD): \$ 2,746,291.00

**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 Authorized Official 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 Authorized Official 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 Authorized Official 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:

By an Authorized Official of Subrecipient:

Name:

Date

Title:

Name:

Date

Title:

**Attachment 1**  
**Certifications and Assurances**

Subaward Number:

SC - SUB - G1289

**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.

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**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.

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**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.

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**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.

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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.

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**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 and PTE Terms and Conditions****Subaward Number**  
**SC - SUB - G1289****Required Data Elements**

The data elements required by Uniform Guidance are incorporated as entered

**This Subaward Is:**

Research & Development

**Federal Award Issue Date**

08/30/2018

**FAIN**

HRD-1834628

**CFDA No.**

47.076

**CFDA Title**

Education and Human Resources

**Key Personnel Per NOA**

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**General Terms and Conditions**

By signing this Subaward, Subrecipient agrees to the following:

1. To abide by the conditions on activities and restrictions on expenditures 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/pappg18\\_1/index.jsp](https://nsf.gov/pubs/policydocs/pappg18_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 Administrative 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

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**Special Terms and Conditions:****Copyrights:**

Subrecipient grants 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:**

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 attached.

**Promoting Objectivity in Research (COI):**

Subrecipient must designate herein which entity's Financial Conflicts of Interest policy (COI) will apply:   (PTE or Subrecipient).

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: NSF – NSF PAPPG Chapter IX.A

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 report 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.

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**Additional Terms:**

**Audits:**

As required by California Education Code Section 84040, PTE and Subrecipient will conduct their annual financial and compliance audits with each covering the cost for their respective audits.

**Certification:**

Acceptance of this Subaward constitutes certification that the Subrecipient is in compliance with the series 3000 of the staff diversity/affirmative action policy (in Americans with Disabilities Act (1990), Ed Code 87100, Title V, California Code of Regulations Policy Number 3010(x)).

**Disputes:**

All claims, disputes, and other matters in question between the PTE and Subrecipient arising out of or relating to this Subaward or the breach thereof shall be addressed in the following manner. The PTE and Subrecipient shall enter into good faith negotiations to reach an equitable settlement. If a good faith settlement cannot be reached, the PTE and Subrecipient may agree to select a method of dispute resolution other than litigation, such as arbitration, mediation, mini-trial, or other method of alternative dispute resolution. In the event that the PTE and Subrecipient are unable to agree on a method of dispute resolution other than litigation, suit may be brought in a court located nearest South Orange County Community College District office involved in the suit. Should it be necessary for either PTE or Subrecipient to initiate legal proceedings to resolve disputes arising out of or relating to this Subaward, the prevailing Party shall be entitled to receive from the other Party all costs and expenses, including reasonable attorney's fees, incurred in such proceedings. Notwithstanding the fact that a



dispute, controversy or question shall have arisen in the interpretation of any provision of this Subaward, the performance of any work, the delivery of any material, the payment of any moneys to Subrecipient, or otherwise, Subrecipient agrees that it will not directly or indirectly stop or delay the work directed by PTE, or any part thereof, or stop or delay the delivery of any material or services required to be furnished hereunder, pending the determination of such dispute or controversy, regardless of whether such dispute, controversy, or question is or may be subject to litigation or other form of dispute resolution.

**Indemnification:**

Subrecipient agrees to hold harmless and indemnify PTE, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents, and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding, or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by Subrecipient, of its duties and responsibilities under this Subaward, unless such performance or nonperformance occurred at the direction of or was caused by PTE. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

PTE agrees to hold harmless and indemnify Subrecipient, their parent, affiliates, subsidiaries, authorized representatives, directors, officers, agents, and employees against any and all liability for any judgments, awards, expenses, fines, penalties, attorneys' fees, or other claims for damages in connection with any suit, complaint, charge, proceeding or action of any kind alleging a violation of any statutory or regulatory provision or otherwise arising out of any acts or omissions by PTE, of its duties and responsibilities under this Subaward, unless such performance or nonperformance occurred at the direction of or was caused by Subrecipient. This hold harmless and indemnification includes but is not limited to compensatory damages, punitive damages, regulatory fines and penalties, and extra-contractual liability.

**Insurance:**

Subrecipient agrees to maintain, in full force and effect, at Subrecipients expense, the following insurance coverages from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; and (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of no less than One Million Dollars (\$1,000,000).

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

All policies required by this Subaward shall provide that PTE shall be given thirty (30) days' notice of each expiration or cancellation thereof or reduction of the coverage provided thereby.

**Independent Contractor:**

Subrecipient, in the performance of this Subaward, shall be and act as an independent contractor and not an employee of PTE. Subrecipient, understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of PTE, and are not entitled to benefits of any kind or nature normally provided employees of PTE and/or to which PTE's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. PTE assumes the full responsibility of his/her acts and/or liabilities including those of his/her employees or agents as they relate to the Work to be provided under this Subaward. Subrecipient shall assume full responsibility for withholding and payment of all: federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Subrecipient's employees. Subrecipient agrees to indemnify and hold PTE harmless from and against any and all liability arising from any failure or alleged failure of Subrecipient to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Subrecipient's employees.

**Law:**

In performing the Work, both PTE and Subrecipient shall comply with applicable federal and California anti-discrimination laws, as well as all federal, state, and local laws, codes, regulations, and ordinances that are now or may in the future become applicable to the work. PTE shall not be responsible for compliance with any rules or regulations applicable to the Subrecipient that are not expressly incorporated into this Subaward. Subrecipient and all Subrecipient's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of Work pursuant to this Subaward.

**Assignment:**

Neither PTE nor Subrecipient shall assign or transfer any of its rights or obligations under this Subaward, including by operation of law or change of control or merger, without the other's prior written consent.

**Non-Waiver:**

The failure of PTE or Subrecipient to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Subaward, 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.

**Entire Agreement and Amendment:**

This Subaward constitutes the entire agreement and understanding between the PTE and Subrecipient, and is a complete and exclusive statement of the terms of the PTE and Subrecipient agreement pursuant to Code of Civil Procedure Section 1856.

**Approval by South Orange County Community College's Board of Trustees:**

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



**Attachment 3A**  
**Pass-Through Entity (PTE) Contacts**

Subaward Number:

SC - SUB - G1289

**PTE Information**

Entity Name: Saddleback College

Legal Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692

Website: www.saddleback.edu

**PTE Contacts**

Central Email: scgrants@saddleback.edu

Principal Investigator Name: Jim Zoval

Email: jzoval@saddleback.edu

Telephone Number: 949-582-4695

Administrative Contact Name: Catherine Arreguin

Email: carreguin@saddleback.edu, scgrants@saddleback.edu

Telephone Number: 949-348-6087

COI Contact email (if different to above):

Financial Contact Name: Roxanne Metz

Email: rmetz@saddleback.edu

Telephone Number: 949-582-4824

Email invoices? ☒ Yes ☐ No Invoice email (if different):

Authorized Official Name: Ann-Marie Gabel, Vice Chancellor, Business Services

Email: agabel@socccd.edu

Telephone Number: 949-582-4663

**PI Address:**Science Building, 3rd Floor  
28000 Marguerite Parkway  
Mission Viejo, CA 92692**Administrative Address:**AGB 118  
28000 Marguerite Parkway  
Mission Viejo, CA 92692**Invoice Address:**AGB 120  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

**Attachment 3B****Subrecipient Contacts**

SC - SUB - G1289

**Subrecipient Information for [FFATA](#) reporting**

Entity's DUNS Name: Growth Sector Company

EIN No.: 26-0376769 Institution Type: Nonprofit with 501c3 Status (other than Inst. of Higher Ed.)

DUNS: 019997828 Currently registered in SAM.gov: ☐ Yes ☒ NoExempt 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-012 Zip Code+4: 94109-1597

2625 Polk Street #4  
San Francisco, CA 94109**Subrecipient Contacts**

Central Email: caz@growthsector.org

Website: www.growthsector.org

Principal Investigator Name: David Gruber

Email: david@growthsector.org Telephone Number: 415-235-2494

Administrative Contact Name: Caz Pereira

Email: caz@growthsector.org Telephone Number: 415-902-6951

Financial Contact Name: Shannon Smith

Email: scsmith@squarmilner.com Telephone Number: 415-637-0873

Invoice/Payment Email: caz@growthsector.org, david@growthsector.org, scsmith@squarmilner.com

Authorized Official Name: Caz Pereira

Email: caz@growthsector.org Telephone Number: 415-902-6951

**Legal Address:**2625 Polk Street #4  
San Francisco, CA 94109**Administrative Address:**2625 Polk Street #4  
San Francisco, CA 94109**Payment Address:**2625 Polk Street #4  
San Francisco, CA 94109

Subaward Number:

SC - SUB - G1289

**Attachment 3B-2**  
**Highest Compensated Officers****Subrecipient:**

Institution Name: Growth Sector

PI Name: David Gruber

**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:

SC - SUB - G1289

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 Administrative Contact within 15 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 Principal Investigator.
- ☒ Annual technical / progress reports will be submitted within 60 days prior to the end of each budget period to the PTE's Principal Investigator. 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 Principal Investigator within 60 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 Principal Investigator 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 Administrative Contact 60 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 Administrative Contact 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: Upon Request
- ☐ Property Inventory Report (only when required by Federal Awarding Agency), specific requirements below.

#### Other Special Reporting Requirements:

Send copies of all technical reports checked above to: Gary Barnak,  
gbarnak@saddleback.edu and the SC Grants Office, scgrants@saddleback.edu

**Attachment 5**  
**Statement of Work, Cost Sharing, Indirects & Budget**

Subaward Number:

SC - SUB - G1289

**Statement of Work**

☐ Below ☒ Attached,  pages

If award is FFATA eligible and SOW exceeds 4000 characters, include a *Subrecipient Federal Award Project Description*

**Budget Information**

<b>Indirect Information</b>	Indirect Cost Rate (IDC) Applied <input type="text" value="5"/> %	<b>Cost Sharing</b>	<input type="text" value="No"/>
Rate Type: <input type="text" value="Total Direct Costs"/>		If Yes, include Amount: \$ <input type="text"/>	

**Budget Details** ☐ Below ☒ Attached,  pages

**Budget Totals**

Direct Costs	\$	<input type="text" value="2,615,515.00"/>
Indirect Costs	\$	<input type="text" value="130,776.00"/>
Total Costs	\$	<input type="text" value="2,746,291.00"/>

*All amounts are in United States Dollars*

## NSF INCLUDES Alliance STEM Core Expansion Statement of Work – Growth Sector

Work with Stanford to implement the equity-oriented Faculty Professional Development (PD).

- Will include faculty PD surveys.
- Will engage with Hubs (Southern CA, Pacific North West, Metro DC, and Colorado/New Mexico) to plan and implement professional development.

Plan and implement annual national convenings with 100-150 participants per year.

Lead and oversee Hub coordinators in planning and implementing quarterly regional meetings.

Secure and oversee paid internships in STEM career opportunities for cohort student program completers.

- Lead employer development efforts, assist with identifying additional public and private funding streams to support the model, and advocate for policies that support STEM Core practices.
- Ensure ongoing regional and national employer development in collaboration with numerous professional organizations including the Silicon Valley Leadership Group (representing nearly 200 tech employers) and the Fort Meade Alliance (a consortium of 115 regional employers).
- Complete a Space Act agreement with NASA JPL to develop internship opportunities at space center locations throughout the United States.
  - JPL's education director, Jenny Thieu, was a partner in the inception of the STEM Core Initiative and will outreach to other space centers and affiliated employers to demonstrate how community college internships can benefit their organizations and enhance diversity in their workforce.

Lawrence Livermore National Lab has hired or provided paid internships for more than 50% of the STEM Core participants at Las Positas College and will continue efforts to expand the model to additional national labs including Stanford Linear Accelerator, Los Alamos National Lab, and Sandia National Laboratories.

Work with the Hubs to develop the data infrastructure to monitor and respond to emerging network needs.

- Monitor data for continuous improvement.
- Work with the coordination hubs and individual colleges as necessary to collect college-level data.

With Saddleback College assistance, develop network depth, sustainability, spread, and shift in ownership, including community colleges' institutionalization & expansion of the STEM Core model.

Will be responsible for communication, dissemination, and implementation of the STEM Core model and will facilitate collaboration, communication, and data collection among the Alliance partners (refer to up-to-date List of Project Personnel and Institutions).

- Conduct outreach and presentation of the STEM Core Model to additional community colleges.
  - Goal is to add one new region and three new community colleges per year that will consider implementation of the STEM Core model.

- Using the implementation data and student outcome data, Growth Sector and regional hubs will engage in Plan-Do-Study-Act work to ensure data regarding STEM Core outcomes (e.g. minority representation, math achievement, degree attainment, and participation in internships) is discussed to inform implementation improvements and then model improvement.
  - Outcomes for above: Annual convening breakout sessions to share data and discuss how the data can be used to inform improvement. White papers, STEM Core website, conference presentations, and published research papers.

Recruit, train, and coordinate the work of all student support specialists.

Collect and report the following data to PI on an annual basis:

- Number of regional networked colleges Year 1 v 5
- Number of additional workforce and community partners characterized by role and program/resource contribution Year 1 v 5
- Number and program contributions of regional employers Year 1 v 5
- Number of extended dual credit STEM Core programs at high school and community based organizations
- Additional regional public/private funding over grant term
- Number of Hub presentations at statewide convenings
- STEM Core key elements promoted/funded in related statewide programs/policy/resources
- College institutionalization/support of five key STEM Core elements by Year 5
- Number of STEM Core or related cohorts and enrollment Year 1 vs Year 5
- Number of colleges outside Hub regions exploring/planning/adopting STEM Core
- Number of state/regional networks exploring/planning/adopting STEM Core
- Additional national funding from private funders and foundations
- Additional federal grant funding
- Number of interactions with national STEM Hub (Saddleback College)
- STEM Core related policy/program/research disseminated by national STEM Hub;
- Number of presentations at national forums
- Articles/papers published in related publications
- 

It is anticipated that a STEM Core Alliance Facebook group will be developed and hosted by Saddleback with all Alliance partners and other interested parties open to participate.

- Growth Sector will lead the promotion of the group and push content.

Growth Sector will work directly with the Saddleback College PI to share best practices and re-evaluate Alliance activities as needed.

# SUMMARY PROPOSAL BUDGET

YEAR 1

ORGANIZATION <b>Growth Sector</b>				FOR NSF USE ONLY			
				PROPOSAL NO.		DURATION (months)	
						Proposed	Granted
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>David Gruber</b>				AWARD NO.			
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
				CAL	ACAD	SUMR	
1. <b>David Gruber - Co-PI</b>				5.00	0.00	0.00	<b>93,750</b>
2. <b>Caz Pereira - Senior Personnel</b>				5.00	0.00	0.00	<b>93,750</b>
3.							
4.							
5.							
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	<b>0</b>
7. ( 2 ) TOTAL SENIOR PERSONNEL (1 - 6)				10.00	0.00	0.00	<b>187,500</b>
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00	<b>0</b>
2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				12.00	0.00	0.00	<b>39,000</b>
3. ( 0 ) GRADUATE STUDENTS							<b>0</b>
4. ( 0 ) UNDERGRADUATE STUDENTS							<b>0</b>
5. ( 1 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							<b>40,000</b>
6. ( 0 ) OTHER							<b>0</b>
TOTAL SALARIES AND WAGES (A + B)							<b>266,500</b>
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							<b>37,778</b>
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							<b>304,278</b>
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							<b>0</b>
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							<b>30,000</b>
2. INTERNATIONAL							<b>0</b>
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ _____ <b>0</b>							
2. TRAVEL _____ <b>0</b>							
3. SUBSISTENCE _____ <b>0</b>							
4. OTHER _____ <b>0</b>							
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS							<b>0</b>
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES							<b>0</b>
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION							<b>0</b>
3. CONSULTANT SERVICES							<b>0</b>
4. COMPUTER SERVICES							<b>0</b>
5. SUBAWARDS							<b>0</b>
6. OTHER							<b>145,000</b>
TOTAL OTHER DIRECT COSTS							<b>145,000</b>
H. TOTAL DIRECT COSTS (A THROUGH G)							<b>479,278</b>
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) <b>MTDC (Rate: 5.0000, Base: 479278)</b>							
TOTAL INDIRECT COSTS (F&A)							<b>23,964</b>
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							<b>503,242</b>
K. SMALL BUSINESS FEE							<b>0</b>
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							<b>503,242</b>
M. COST SHARING PROPOSED LEVEL \$ <b>0</b>				AGREED LEVEL IF DIFFERENT \$			
PI/PI NAME <b>David Gruber</b>				FOR NSF USE ONLY			
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION			
				Date Checked	Date Of Rate Sheet	Initials - ORG	

1 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET



# SUMMARY PROPOSAL BUDGET

YEAR 2

ORGANIZATION <b>Growth Sector</b>				FOR NSF USE ONLY		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>David Gruber</b>				PROPOSAL NO.		DURATION (months)
				Proposed		Granted
AWARD NO.						
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer
				CAL	ACAD	SUMR
1. <b>David Gruber - Co-PI</b>				8.40	0.00	0.00
2. <b>Caz Pereira - Senior Personnel</b>				8.40	0.00	0.00
3.						
4.						
5.						
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00
7. ( 2 ) TOTAL SENIOR PERSONNEL (1 - 6)				16.80	0.00	0.00
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)						
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00
2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				10.40	0.00	0.00
3. ( 0 ) GRADUATE STUDENTS						0
4. ( 0 ) UNDERGRADUATE STUDENTS						0
5. ( 1 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)						40,000
6. ( 0 ) OTHER						0
TOTAL SALARIES AND WAGES (A + B)						455,050
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)						65,837
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)						520,887
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)						
TOTAL EQUIPMENT						0
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)						25,000
2. INTERNATIONAL						0
F. PARTICIPANT SUPPORT COSTS						
1. STIPENDS \$ _____ 0						
2. TRAVEL _____ 0						
3. SUBSISTENCE _____ 0						
4. OTHER _____ 0						
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS						0
G. OTHER DIRECT COSTS						
1. MATERIALS AND SUPPLIES						0
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION						0
3. CONSULTANT SERVICES						0
4. COMPUTER SERVICES						0
5. SUBAWARDS						0
6. OTHER						200,000
TOTAL OTHER DIRECT COSTS						200,000
H. TOTAL DIRECT COSTS (A THROUGH G)						745,887
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) <b>MTDC (Rate: 5.0000, Base: 745887)</b>						
TOTAL INDIRECT COSTS (F&A)						37,294
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)						783,181
K. SMALL BUSINESS FEE						0
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)						783,181
M. COST SHARING PROPOSED LEVEL \$ 0				AGREED LEVEL IF DIFFERENT \$		
PI/PI NAME <b>David Gruber</b>				FOR NSF USE ONLY		
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION		
		Date Checked		Date Of Rate Sheet		Initials - ORG

2 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY PROPOSAL BUDGET

YEAR 3

ORGANIZATION <b>Growth Sector</b>				FOR NSF USE ONLY			
				PROPOSAL NO.	DURATION (months)		
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>David Gruber</b>				AWARD NO.	Proposed	Granted	
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
				CAL	ACAD	SUMR	
1. <b>David Gruber - Co-PI</b>				8.40	0.00	0.00	<b>157,500</b>
2. <b>Caz Pereira - Senior Personnel</b>				8.40	0.00	0.00	<b>157,500</b>
3.							
4.							
5.							
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	<b>0</b>
7. ( 2 ) TOTAL SENIOR PERSONNEL (1 - 6)				16.80	0.00	0.00	<b>315,000</b>
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00	<b>0</b>
2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				10.40	0.00	0.00	<b>100,050</b>
3. ( 0 ) GRADUATE STUDENTS							<b>0</b>
4. ( 0 ) UNDERGRADUATE STUDENTS							<b>0</b>
5. ( 1 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							<b>30,000</b>
6. ( 0 ) OTHER							<b>0</b>
TOTAL SALARIES AND WAGES (A + B)							<b>445,050</b>
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							<b>64,390</b>
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							<b>509,440</b>
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							<b>0</b>
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							<b>25,000</b>
2. INTERNATIONAL							<b>0</b>
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ _____ <b>0</b>							
2. TRAVEL _____ <b>0</b>							
3. SUBSISTENCE _____ <b>0</b>							
4. OTHER _____ <b>0</b>							
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS							<b>0</b>
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES							<b>0</b>
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION							<b>0</b>
3. CONSULTANT SERVICES							<b>0</b>
4. COMPUTER SERVICES							<b>0</b>
5. SUBAWARDS							<b>0</b>
6. OTHER							<b>190,000</b>
TOTAL OTHER DIRECT COSTS							<b>190,000</b>
H. TOTAL DIRECT COSTS (A THROUGH G)							<b>724,440</b>
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) <b>MTDC (Rate: 5.0000, Base: 724440)</b>							
TOTAL INDIRECT COSTS (F&A)							<b>36,222</b>
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							<b>760,662</b>
K. SMALL BUSINESS FEE							<b>0</b>
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							<b>760,662</b>
M. COST SHARING PROPOSED LEVEL \$ <b>0</b>				AGREED LEVEL IF DIFFERENT \$			
PI/PI NAME <b>David Gruber</b>				FOR NSF USE ONLY			
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION			
				Date Checked	Date Of Rate Sheet	Initials - ORG	

3 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY PROPOSAL BUDGET

YEAR 4

ORGANIZATION <b>Growth Sector</b>				FOR NSF USE ONLY			
				PROPOSAL NO.		DURATION (months)	
						Proposed	Granted
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>David Gruber</b>				AWARD NO.			
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
				CAL	ACAD	SUMR	
1. <b>David Gruber - Co-PI</b>				6.60	0.00	0.00	<b>123,750</b>
2. <b>Caz Pereira - Senior Personnel</b>				6.60	0.00	0.00	<b>123,750</b>
3.							
4.							
5.							
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	<b>0</b>
7. ( 2 ) TOTAL SENIOR PERSONNEL (1 - 6)				13.20	0.00	0.00	<b>247,500</b>
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00	<b>0</b>
2. ( 1 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				8.64	0.00	0.00	<b>82,800</b>
3. ( 0 ) GRADUATE STUDENTS							<b>0</b>
4. ( 0 ) UNDERGRADUATE STUDENTS							<b>0</b>
5. ( 1 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							<b>30,000</b>
6. ( 0 ) OTHER							<b>0</b>
TOTAL SALARIES AND WAGES (A + B)							<b>360,300</b>
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							<b>52,128</b>
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							<b>412,428</b>
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							<b>0</b>
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							<b>15,000</b>
2. INTERNATIONAL							<b>0</b>
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ _____ <b>0</b>							
2. TRAVEL _____ <b>0</b>							
3. SUBSISTENCE _____ <b>0</b>							
4. OTHER _____ <b>0</b>							
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS							<b>0</b>
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES							<b>0</b>
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION							<b>0</b>
3. CONSULTANT SERVICES							<b>0</b>
4. COMPUTER SERVICES							<b>0</b>
5. SUBAWARDS							<b>0</b>
6. OTHER							<b>10,000</b>
TOTAL OTHER DIRECT COSTS							<b>10,000</b>
H. TOTAL DIRECT COSTS (A THROUGH G)							<b>437,428</b>
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) <b>MTDC (Rate: 5.0000, Base: 437428)</b>							
TOTAL INDIRECT COSTS (F&A)							<b>21,871</b>
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							<b>459,299</b>
K. SMALL BUSINESS FEE							<b>0</b>
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							<b>459,299</b>
M. COST SHARING PROPOSED LEVEL \$ <b>0</b>				AGREED LEVEL IF DIFFERENT \$			
PI/PI NAME <b>David Gruber</b>				FOR NSF USE ONLY			
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION			
				Date Checked	Date Of Rate Sheet	Initials - ORG	

4 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY PROPOSAL BUDGET

YEAR 5

ORGANIZATION <b>Growth Sector</b>				FOR NSF USE ONLY			
				PROPOSAL NO.		DURATION (months)	
						Proposed	Granted
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>David Gruber</b>				AWARD NO.			
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer	Funds granted by NSF (if different)
				CAL	ACAD	SUMR	
1. <b>David Gruber - Co-PI</b>				4.44	0.00	0.00	<b>83,250</b>
2. <b>Caz Pereira - Senior Personnel</b>				4.44	0.00	0.00	<b>83,250</b>
3.							
4.							
5.							
6. ( 0 ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	<b>0</b>
7. ( 2 ) TOTAL SENIOR PERSONNEL (1 - 6)				8.88	0.00	0.00	<b>166,500</b>
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)							
1. ( 0 ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00	<b>0</b>
2. ( 0 ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				0.00	0.00	0.00	<b>0</b>
3. ( 0 ) GRADUATE STUDENTS							<b>0</b>
4. ( 0 ) UNDERGRADUATE STUDENTS							<b>0</b>
5. ( 1 ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							<b>20,000</b>
6. ( 0 ) OTHER							<b>0</b>
TOTAL SALARIES AND WAGES (A + B)							<b>186,500</b>
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							<b>26,983</b>
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							<b>213,483</b>
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)							
TOTAL EQUIPMENT							<b>0</b>
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							<b>15,000</b>
2. INTERNATIONAL							<b>0</b>
F. PARTICIPANT SUPPORT COSTS							
1. STIPENDS \$ _____ <b>0</b>							
2. TRAVEL _____ <b>0</b>							
3. SUBSISTENCE _____ <b>0</b>							
4. OTHER _____ <b>0</b>							
TOTAL NUMBER OF PARTICIPANTS ( 0 ) TOTAL PARTICIPANT COSTS							<b>0</b>
G. OTHER DIRECT COSTS							
1. MATERIALS AND SUPPLIES							<b>0</b>
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION							<b>0</b>
3. CONSULTANT SERVICES							<b>0</b>
4. COMPUTER SERVICES							<b>0</b>
5. SUBAWARDS							<b>0</b>
6. OTHER							<b>0</b>
TOTAL OTHER DIRECT COSTS							<b>0</b>
H. TOTAL DIRECT COSTS (A THROUGH G)							<b>228,483</b>
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE) <b>MTDC (Rate: 5.0000, Base: 228483)</b>							
TOTAL INDIRECT COSTS (F&A)							<b>11,424</b>
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							<b>239,907</b>
K. SMALL BUSINESS FEE							<b>0</b>
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							<b>239,907</b>
M. COST SHARING PROPOSED LEVEL \$ <b>0</b>				AGREED LEVEL IF DIFFERENT \$			
PI/PI NAME <b>David Gruber</b>				FOR NSF USE ONLY			
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION			
				Date Checked	Date Of Rate Sheet	Initials - ORG	

5 \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

# SUMMARY PROPOSAL BUDGET

Cumulative

ORGANIZATION <b>Growth Sector</b>				FOR NSF USE ONLY					
PRINCIPAL INVESTIGATOR / PROJECT DIRECTOR <b>David Gruber</b>				PROPOSAL NO.		DURATION (months)			
				Proposed		Granted			
AWARD NO.									
A. SENIOR PERSONNEL: PI/PI, Co-PI's, Faculty and Other Senior Associates (List each separately with title, A.7. show number in brackets)				NSF Funded Person-months		Funds Requested By proposer		Funds granted by NSF (if different)	
				CAL	ACAD	SUMR			
1. <b>David Gruber - Co-PI</b>				32.84	0.00	0.00	<b>615,750</b>		
2. <b>Caz Pereira - Senior Personnel</b>				32.84	0.00	0.00	<b>615,750</b>		
3.									
4.									
5.									
6. ( ) OTHERS (LIST INDIVIDUALLY ON BUDGET JUSTIFICATION PAGE)				0.00	0.00	0.00	<b>0</b>		
7. ( <b>2</b> ) TOTAL SENIOR PERSONNEL (1 - 6)				65.68	0.00	0.00	<b>1,231,500</b>		
B. OTHER PERSONNEL (SHOW NUMBERS IN BRACKETS)									
1. ( <b>0</b> ) POST DOCTORAL SCHOLARS				0.00	0.00	0.00	<b>0</b>		
2. ( <b>4</b> ) OTHER PROFESSIONALS (TECHNICIAN, PROGRAMMER, ETC.)				41.44	0.00	0.00	<b>321,900</b>		
3. ( <b>0</b> ) GRADUATE STUDENTS							<b>0</b>		
4. ( <b>0</b> ) UNDERGRADUATE STUDENTS							<b>0</b>		
5. ( <b>5</b> ) SECRETARIAL - CLERICAL (IF CHARGED DIRECTLY)							<b>160,000</b>		
6. ( <b>0</b> ) OTHER							<b>0</b>		
TOTAL SALARIES AND WAGES (A + B)							<b>1,713,400</b>		
C. FRINGE BENEFITS (IF CHARGED AS DIRECT COSTS)							<b>247,116</b>		
TOTAL SALARIES, WAGES AND FRINGE BENEFITS (A + B + C)							<b>1,960,516</b>		
D. EQUIPMENT (LIST ITEM AND DOLLAR AMOUNT FOR EACH ITEM EXCEEDING \$5,000.)									
TOTAL EQUIPMENT							<b>0</b>		
E. TRAVEL 1. DOMESTIC (INCL. U.S. POSSESSIONS)							<b>110,000</b>		
2. INTERNATIONAL							<b>0</b>		
F. PARTICIPANT SUPPORT COSTS									
1. STIPENDS \$ _____ <b>0</b>									
2. TRAVEL _____ <b>0</b>									
3. SUBSISTENCE _____ <b>0</b>									
4. OTHER _____ <b>0</b>									
TOTAL NUMBER OF PARTICIPANTS ( <b>0</b> ) TOTAL PARTICIPANT COSTS							<b>0</b>		
G. OTHER DIRECT COSTS									
1. MATERIALS AND SUPPLIES							<b>0</b>		
2. PUBLICATION COSTS/DOCUMENTATION/DISEMINATION							<b>0</b>		
3. CONSULTANT SERVICES							<b>0</b>		
4. COMPUTER SERVICES							<b>0</b>		
5. SUBAWARDS							<b>0</b>		
6. OTHER							<b>545,000</b>		
TOTAL OTHER DIRECT COSTS							<b>545,000</b>		
H. TOTAL DIRECT COSTS (A THROUGH G)							<b>2,615,516</b>		
I. INDIRECT COSTS (F&A)(SPECIFY RATE AND BASE)									
TOTAL INDIRECT COSTS (F&A)							<b>130,775</b>		
J. TOTAL DIRECT AND INDIRECT COSTS (H + I)							<b>2,746,291</b>		
K. SMALL BUSINESS FEE							<b>0</b>		
L. AMOUNT OF THIS REQUEST (J) OR (J MINUS K)							<b>2,746,291</b>		
M. COST SHARING PROPOSED LEVEL \$ <b>0</b>				AGREED LEVEL IF DIFFERENT \$					
PI/PI NAME <b>David Gruber</b>				FOR NSF USE ONLY					
ORG. REP. NAME* <b>Emmanuel Smith</b>				INDIRECT COST RATE VERIFICATION					
				Date Checked		Date Of Rate Sheet		Initials - ORG	

C \*ELECTRONIC SIGNATURES REQUIRED FOR REVISED BUDGET

## Revised Budget Justification – Growth Sector

*(Items that have been revised compared to the originally submitted budget have been italicized.)*

### A. Senior Personnel

**David Gruber** will serve as co-PI on this project. He will be responsible for 1) oversight, training, and development of the regional hubs, 2) training, development and oversight of coordinators, 3) national employer development, 4) assisting hubs in regional resource development including workforce development boards, 5) overseeing professional development strategies and implementation, 6) overseeing data collection and sharing with national evaluators.

*Mr. Gruber will contribute 5 person-months in year 1, 8.4 person-months per year in years 2 and 3, 6.6 person-months in year 4, and 4.4 person-months in year 5.*

**Caz Pereira** will serve as senior personnel on this project. He will be responsible for 1) oversight, training, and development of the regional hubs, 2) training, development and oversight of coordinators, 3) national employer development, 4) assisting hubs in regional resource development including workforce development boards, 5) overseeing professional development strategies and implementation, 6) overseeing data collection and sharing with national evaluators.

*Mr. Pereira will contribute 5 person-months in year 1, 8.4 person-months per year in years 2 and 3, 6.6 person-months in year 4, and 4.4 person-months in year 5.*

### B. Other Personnel

**Gabe Hanzel-Sello** will serve as STEM Core Program Manager on this project. He will be responsible for 1) recruitment, training, oversight, and ongoing technical assistance to Student Support Specialists, 2) assist in oversight, training, and development of regional hubs, 3) training, development and oversight of coordinators, 4) assist employers with internship and work-based learning implementation, 5) assisting with regional resource development, 6) liaise with workforce development boards on internship funding, 7) assist with professional development orientation, 8) assist with data collection

*Mr. Hanzel-Sello will contribute 4 person-months per year in years 1, 10.4 person-months in years 2 and 3, and 8.64 person-months per year in year 4.*

*Administrative staff will be hired to provide project support for the life of the project. This support staff will contribute 12 person-months per year in years 1 and 2, 9 person-months in years 3 and 4, and 6 person-months in year 5.*

### C. Fringe Benefits

Benefits are calculated as real percentages of salaries paid. Senior personnel employees receive approximately 21.6% including retirement, healthcare, Medicare, worker's compensation.

### D. Equipment

None

### E. Travel

*Funds are requested for backbone organization travel including four trips per year to each hub and national convening. 24-person trips in year 1 at approximately \$1,250 each, 20-person trips in years 2 and 3 at approximately \$1,250 each, and 12-person trips in years 4 and 5 at approximately \$1,250 each.*

#### **F. Participant Support Costs**

None

#### **G. Other Direct Costs**

##### **Other**

*Network Kinections will work in Southern California to identify employment and internship opportunities and work with colleges in implementing employer-driven training. Funding support has been reduced in the revised budget.*

*NASA Jet Propulsion Lab will reach out to other NASA sites throughout the country to identify internship, educational and work-based learning opportunities. Funding support has been reduced in the revised budget.*

*Growth Sector will coordinate and manage the hiring of independent contractors to act as Student Support Specialists for the partner colleges in the Colorado/New Mexico hub, including: Pikes Peak Community College, Red Rocks Community College, Community College of Aurora, and Santa Fe Community College.*

*A consultant will be hired in year 1 to study STEM Core expansion feasibility in Colorado.*

Growth Sector will provide funding to Steve Cox at Northern New Mexico College who will work with the Colorado regional hub colleges to provide professional development in increasing student aspirations to pursue STEM degree and career pathways.

#### **H. Indirect Costs**

Growth Sector does not have a federally approved indirect cost rate and therefore has elected to use a 5% MTDC indirect rate, less than the permissible de minimis 10% MTDC rate.

## Attachment 6

### Notice of Award (NOA) and any additional documents



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.



National Science Foundation  
4201 Wilson Boulevard  
Arlington, VA 22230  
www.nsf.gov

## COOPERATIVE AGREEMENT(CA)

**AWARD:** HRD-1834628**EFFECTIVE DATE:** September 1, 2018**EXPIRATION DATE:** August 31, 2023**PROJECTED TOTAL AWARD FUNDING:**

(Subject to availability of funds)  
\$8,819,760

**CUMULATIVE AMOUNT:**

\$1,538,434

**SOLICITATION:**

(Incorporated by reference, as amended)

NSF 18-529

Inclusion across the Nation of Communities of Learners of  
Underrepresented Discoverers in Engineering and Science  
(NSF INCLUDES)

**CFDA NUMBER:**  
47.076

**OTHER AWARDS UNDER THIS PROGRAM:**

Show List of Awards

**AWARDEE:** Saddleback Community College District**PROJECT TITLE:** Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion**PROJECT ABSTRACT:** <https://www.fastlane.nsf.gov/servlet/showaward?award=1834628>Principal Investigator(s)Proposal No.Institution (s)

Jim Zoval

HRD-1834628

Saddleback Community College District

Art Nitta

Saddleback Community College District

Michael Venn

The Community College of Baltimore County

**Collaborators:**Principal Investigator (s)Proposal No.Institution (s)

Jim Zoval

HRD-1834628

Saddleback Community College District

Sarah M. Miller

HRD-1834608

University of Colorado

**NSF Contact Information:**

Financial/Administrative questions: e-mail your NSF Grants and Agreements Official, Jannele Gosey, at [jgosey@nsf.gov](mailto:jgosey@nsf.gov) or call the Division at 703-292-4445.

Programmatic questions: e-mail your NSF Program Officer, Joseph Whitmeyer, at [jwhitmey@nsf.gov](mailto:jwhitmey@nsf.gov) or call the Program Division at 703-292-7808.

This CA is entered into between the United States of America, represented by the National Science Foundation (NSF), and the above named Awardee pursuant to the authority of the National Science Foundation Act of 1950, as amended (42 USC 1861-1875). This CA is provided electronically to the Awardee. The Awardee is responsible for full compliance with all Programmatic and Financial/Administrative Terms and Conditions as initially stated or as updated over the life of this CA. The Awardee's request to draw down funds under this CA will represent acceptance by the Awardee of all Terms and Conditions of the CA. The Authorized Organizational Representative (AOR) will be electronically notified of any changes to these Terms and Conditions and is encouraged to immediately review these changes and contact the Grants and Agreements Official or Program Officer within thirty days with any questions.

**Financial/Administrative Terms and Conditions (FATC):**

## General FATC:

[http://www.nsf.gov/publications/pub\\_summ.jsp?ods\\_key=NSF99999FATC004](http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF99999FATC004)

## Award Specific FATC:

**Programmatic Terms and Conditions (PTC):**

General PTC:

[http://www.nsf.gov/publications/pub\\_summ.jsp?ods\\_key=NSF18529TPTC000](http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF18529TPTC000)

Award Specific PTC:

### **Change History**

#### **Prior Awarded Funding Amount:**

Per Original Award on  
08/30/2018: \$1,538,434

**Programmatic Terms and Conditions (PTC):**

General PTC:

[http://www.nsf.gov/publications/pub\\_summ.jsp?ods\\_key=NSF171TPTC000](http://www.nsf.gov/publications/pub_summ.jsp?ods_key=NSF171TPTC000)

Award Specific PTC:

**1. Key Personnel:**

Except for the Principal Investigator(s) (PIs) or Co-PIs identified in this award, requests to make any changes to personnel, organizations, and/or partnerships specifically named in the proposal approved as part of this award shall be submitted in writing to the cognizant NSF Program Official for approval prior to any changes taking effect. Requests for prior approval of changes to the PI(s) must be submitted through FastLane for review by the cognizant NSF Program Official and approval by an NSF Grants Officer.

**2. Program/Project Description:**

The NSF INCLUDES Alliances form the central parts of the NSF INCLUDES National Network. Alliances will bring together programs, people, organizations, technologies, and institutions to achieve results at scale, provide new research, and leverage NSF's broadening participation investments. The NSF INCLUDES approach requires that each Alliance focus not only on its own vision and goals, but also work with the NSF INCLUDES Coordination Hub (the Hub) and other organizations within the NSF INCLUDES National Network. Collectively, the set of Alliances will participate in a network to achieve long-term goals of the NSF INCLUDES program through collaboration with the NSF INCLUDES Coordination Hub and by creating opportunities for other organizations and broadening participation stakeholders to join in and expand the NSF INCLUDES National Network.

**3. Project Governance and Governing Responsibilities:**

The Awardee is responsible for the satisfactory execution of the Alliance project, for the co-management of the collaborative awards and oversight of any subawards, and for ensuring the satisfactory completion of any awardee staff obligations associated with components of the project.

The Awardee(s) will ensure that an efficient, effective and transparent project governing structure is in place throughout the award period to support all critical or significant project activities. In support of this objective, key responsibilities for the Alliance Director, who is also the PI of the Lead Institution award, are defined as follows:

- a. Managing, overseeing, and directing the overall NSF INCLUDES Alliance project and communicating and coordinating Alliance activities with the NSF INCLUDES Coordination Hub;
- b. Contributing to collaborative infrastructure development, community development, and broader impact outcomes;
- c. Serving as the point of contact with NSF Program Officials and the Coordination Hub Director;
- d. Producing, together with PIs, Co-PIs and other project personnel, annual and final reports that provide both an integrated view of the overall project, its contribution to the Network, and specifics for each collaborating partner;
- e. Creating, maintaining, and contributing to an updated website for the NSF INCLUDES Alliance project; and
- f. Leading the project team in planning and coordinating all activities described in the Alliance proposal.

The Alliance Management Team, made up of the PIs of the collaborative awards, the personnel outlined in the proposals and led by the Alliance Director, is responsible for all Alliance functions. The Alliance Management Team reports to the Alliance Director and NSF.

**4. Reporting Requirements:**

The Awardee will provide reports as requested by the cognizant NSF Program Director who will determine the contents,

formats, and submission timelines. The Awardee will submit all required reports via the mechanisms specified by NSF. Below we specify the types of required reports, along with the frequency and content/purpose of each.

a. Teleconferences between NSF Program Officer and PI/Alliance Director and relevant co-PIs/collaborators.

i. Frequency:

1. At least once quarterly with the times to be jointly decided by NSF and the Project Manager.
2. Along with the teleconference, a written status report is to be provided at least one week prior to each teleconference.

ii. Content and purpose:

1. Guide and establish the schedule for agency approval requirements, type and frequency of project plans, special reporting requirements and project and Awardee reviews during the term of the award;
2. Update NSF about current and planned activities, including the NSF INCLUDES Alliance collaborative infrastructure, multi-stakeholder partnerships, Alliance activities, and management issues;
3. Provide information on the Alliance's support organization (backbone) that collaborates with the NSF INCLUDES Coordination Hub and provides the framework for communication and networking, network assistance and reinforcement, visibility and expansions of the Alliance and its partners;
4. Coordinate community events and outreach;
5. Coordinate with NSF as necessary to ensure appropriate information and support for Alliance research initiatives; and
6. Other items, as suggested as part of the written status report. The actual agenda may be modified in concert with NSF.

b. Site Visits and/or Reverse Site Visits.

i. Frequency:

1. At least two over the course of the funding period: one in the project's second year and one in the project's fourth year.
2. More site visits or Reverse Site Visits may be scheduled at the request of the NSF Program Officer, the NSF managing Division Director, or other NSF officials.

ii. Content and purpose: Contribute toward, and attend, an evaluation by an external committee assessing the progress of the Alliance project relative to the goals of the NSF INCLUDES Alliance program as specified in the original solicitation, as well as specific metrics outlined in the original proposal.

iii. Other site visits and/or reverse site visits may be requested by NSF, as appropriate and with reasonable accommodations for scope and timing.

c. Annual Reports.

i. Frequency:

1. Annual (via FastLane)

2. Content and Purpose: Submits to NSF an integrated project report incorporating results from work performed by all PIs in the project. The Report is reviewed and approved by the NSF cognizant Program Official.

d. Special Reports:

- i. A semi-annual financial report for the overall project, detailing expenditures for the lead project as well as any collaborative projects or subcontracts, is to be submitted by the Project Manager to the NSF Program Official. Submission

should be timed with the 2<sup>nd</sup> and 4<sup>th</sup> quarterly teleconferences and should be part of the agenda for those meetings.

ii. Other reports may be requested by NSF, as appropriate and with reasonable accommodations for scope and timeline.

e. NSF INCLUDES Coordination Hub:

i. Frequency: Ongoing activity to establish and maintain communication and relationships with the NSF INCLUDES Coordination Hub.

ii. Content and purpose:

1. Submit reports and data on progress, publications and outreach activities, and outcomes and impacts from the activities and research for the overall project.
2. Provide the NSF INCLUDES Coordination Hub user community with updates on resources available through the Alliance.
3. Assist the NSF INCLUDES Coordination Hub with supporting, growing and maintaining the NSF INCLUDES National Network through active participation in NSF INCLUDES convenings and Coordination Hub events (virtual and face-to-face).

iii. Data Access Policy: The Awardee will submit for NSF approval a document defining the policies and procedures by which the Awardee will receive, manage and disseminate information content relevant to the NSF INCLUDES National Network through the NSF INCLUDES Coordination Hub on behalf of its community, users and relevant stakeholders. The document will address issues such as security, confidentiality, and compliance with any relevant licensing or intellectual property rights constraints. This will be developed and refined in close collaboration with the NSF PO and other relevant NSF personnel during the first 90 days. The policy must be approved by the NSF PO before it is deemed complete, and will be one of the key documents reviewed at each comprehensive project review.

5. NSF Ongoing Project Oversight:

Responsibility for management is shared by the NSF and the Awardee. NSF will be involved with project activities on an appropriate basis, including providing advice, guidance or assistance of a technical, management, or coordinating nature. NSF prior approval of specific decisions, milestones, or project activities may be required. Teleconferences with NSF and reports submitted to NSF will be used to guide and establish the schedule for agency approval requirements, type and frequency of project plans, special reporting requirements, and project and Awardee reviews that NSF will conduct during the term of the award.

NSF Cognizant Program Official will maintain a close working relationship with the Alliance Director. The NSF PO will review project progress on a regular basis and all adjustments that may become necessary. The Alliance Director will send any adjustments that change the scope defined in these Programmatic Terms and Conditions to the PO for review and for final approval by NSF. The NSF PO can recommend changes to the Alliance Management Team based on his/her assessment of team members' performance and coordination with the Hub's activities.

6. Program-Specific Terms and Conditions: The terms and conditions stated herein are the minimum requirements for the NSF INCLUDES Alliance to fulfill the responsibilities to achieve the goals expected under the NSF INCLUDES Alliances Solicitation NSF 18-529. All referenced documents including websites and other documents submitted to NSF are made a part of this Cooperative Agreement. The absence of a compelling strategy and demonstrable impact in achieving the goals and key features of the NSF INCLUDES Alliance incorporated in this agreement and described in full details in NSF 18-529 is sufficient reason to deny continued funding.

**Financial Terms and Conditions (to be inserted by DGA)**

This project is awarded in accordance with the **revised** budget.

## **Data Management Plan**

### **Types of Data and Collection:**

The STEM Core Alliance partner colleges will collect quantitative data to measure two local levels of impact related to student outcomes and program implementation to inform internal improvement efforts:

*Student-level data* to measure course pass rates and enrollment retention, number of student interactions with student support specialists, transfers or Associate degree completion, successful internship placements, employment status after participations, STEM Core students enrolled into higher level sequential math courses, and STEM Core student demographics vs college wide demographics;

*Institution level data* to measure the establishment and success of STEM Core pathways and potential expansion of STEM pipelines for remedial students, sustainability of STEM Core cohorts, and expanding enrollment in STEM Core pathways. Data points include the number of partner colleges that implement STEM Core pathways, exposure of college math faculty to growth mindset and equity/access professional development, impact of professional development on math teaching and counseling perspective on educational pathways, percent of remedial students exposed to STEM Core pathways, and the number of STEM Core cohorts enrolled per year.

The STEM Core Alliance lead, backbone and external evaluators will collect data to measure two broader levels of impact. The external evaluator will draw the student and institution level results into the broader evaluation efforts to monitor implementation and outcomes and to use the data to understand college-level implementation, hub and backbone analysis of and response to college-level data.

*Regional and national level data* to measure the regional hubs' ability to sustain and expand STEM Core pathways at the state and regional levels, the ability of a hub to engage with regional workforce and community partners, and employer engagement. Data points include the number and regularity of hub convenings and attendance, number and regularity of regional professional development sessions/attendance, number of regional partner colleges each year, number of regional employer partners and other regional funding sources.

The evaluators will observe and document professional development and other network activities focusing on processes within the hub convenings, progress and follow up since last convening, and engagement with external partners. Observations will be documented through a combination of running field notes and semi-structured protocol developed in alignment with the evaluation questions. Evaluators will attend the annual national network convenings, the virtual national convenings each year, and two hub meetings each year. The evaluators will also conduct site visits at implementing partner colleges to observe STEM Core math classes and to interview campus stakeholders. These site visits will inform the evaluation as to how schools overcome common implementation barriers and how local variations affect program implementation. The ethical practices in the collection and processing of data and the protection of human subjects are standard procedures at SRI. Project directors and managers must meet approval of the SRI Internal Review Board's Human Subjects Committee prior to conducting any research. Confidentiality requirements, in accordance with the IRB, are described in consent forms and in all data collection and management protocols and coding manuals. Additionally, all SRI project team members are required to complete the CITI (Collaborative Institutional Training Initiative) Program training on Human Subjects Research, and will receive additional training based on recommended practices for handling and protecting personally identifiable information (PII) as described in SRI's Personally Identifiable Information Handbook.

### **Data Format and Content:**

Colleges will collect quantitative student data as part of normal college activities. Institutions of higher education, and community colleges in particular, share similar data reporting requirements and



maintain student information systems that capture information using similar data definitions. As such, community college partners should easily be able to comply with Alliance data reporting protocols and needs. STEM Core students will be tracked over time by Student ID number. Saddleback College's Director of Planning, Research, and Accreditation will oversee the design and development of data systems for collecting and reporting college-level data. Saddleback's data collection and reporting protocol will ensure that data is de-identified and shared in a manner that protects privacy, confidentiality, security, and other rights as appropriate.

Evaluator site visit data will be in the form of running field notes and semi-structured data collection protocols. The evaluators will conduct interviews with key alliance leadership, community college deans and student support specialists, and external partners. The evaluator will interview key alliance leadership, college staff, and external partners in person while attending national or hub convenings, or by phone following convenings.

**Data Access and Sharing:**

Quantitative data collected by colleges will be securely stored on local college networks using password-protected systems developed and maintained in accordance with individual college policy. Quantitative data will be transferred to Saddleback College through a secure file transfer protocol (FTP) site. Saddleback College's research analyst will clean and prepare all datasets for analysis and will transfer them to the evaluator using the same FTP site.

In order to maintain confidentiality, data on respondents will be kept separate from PII (e.g., participant name or address) and a system of pseudo-IDs will be used to preserve anonymity while allowing any necessary linkage between data files to process the information gathered for research purposes. The identifying information will be stored in a password-protected data system with restricted access. Reports will be in the form of aggregated data only; no individual identifiers will be provided. For sharing with researchers outside of this project, we will ensure that all identifying information is removed from the data, including indirect identifiers and other information that may lead to deductive disclosure for small subsamples.

**Dissemination:**

The evaluator will provide to Saddleback and Growth Sector regular reporting to inform the ongoing refinement of network activities, provide information that can be shared with hub leaders and support external reporting requirements. This includes regular quarterly oral debriefs to update on work completed, information about recent trends or findings, and details of upcoming plans. The evaluator will also annually provide to the lead and backbone information on any evaluator products resulting from the evaluation, details of participants from the evaluation team, written evaluation summaries of findings to date concerning the network, and documentation of any changes or programs that arise. All identifying information and FERPA-protected information will be excluded from products made available.

Hub convenings will provide a forum for all alliance partners to disseminate implementation progress, student outcomes findings, lessons learned, and best practices within each hub, while the annual national convenings will provide a similar forum for dissemination at the national level. It is anticipated that several white papers and journal articles will arise from this project to broadly disseminate alliance findings.

*Data or, if data cannot be released for privacy or confidentiality reasons, metadata generated by this project will be made publicly available via the NSF Coordination Hub data repository.*

**Data Preservation:**

Raw data collected during the course of this project, as well as any reports and/or evaluations will be archived and preserved at Saddleback College at the end of the performance period. Alliance partners and funding agency will be given access to data if requested. *All financial records, supporting documents, statistical records and all other records and data pertinent to this project will be preserved by Saddleback College for a minimum of three years after the expiration of the award, in accordance with NSF's Record Retention and Audit requirements.*

**TO:** Board of Trustees

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

**RE:** SOCCCD: Travel Contract for Study Abroad Program to Costa Rica for Saddleback College Students, American Institute for Foreign Study

**ACTION:** Approval

---

### **BACKGROUND**

Saddleback College has conducted successful study abroad programs during summer sessions in different countries in South America. These courses have been conducted by expert faculty who provide academic course-work in conjunction with cultural travel experiences. Study abroad programs are authorized under Education Code 72640.

### **STATUS**

The Math, Science & Engineering Division at Saddleback College proposes to offer a study abroad program: Biological Studies in Costa Rica (Pacific coast, Caribbean coast, and inland areas) during the summer 2019 session from July 29, 2019 to August 11, 2019. The program will be organized and arranged by American Institute for Foreign Study (AIFS) for a fee of \$3,245 per student (at a cost of \$231.79 per day for 15-19 students) and a group airfare cost of \$847 per student. Saddleback College solicited proposals for this program from AIFS and EF Education First International Ltd. AIFS met all of the programmatic specifications. The details of the program are summarized in the Program Narrative (EXHIBIT A) and the Study Abroad Program Information Summary (EXHIBIT B). The Educational Tour/Field Study Contractor Agreement, which includes evidence of liability insurance of not less than \$5,000,000 is provided in EXHIBIT C. The proposal from American Institute for Foreign Study is included in EXHIBIT D. The current travel alerts and warnings issued by the U.S. Department of State (EXHIBIT E) does not list Costa Rica as a destination to avoid when traveling. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program to Costa Rica from July 29, 2019 to August 11, 2019, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with American Institute for Foreign Study for coordinating all travel agreements.

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

## **Program Narrative**

### **Biology Field Studies in Costa Rica**

This program is a 14-day field study of the coastal and mountain ecosystems of Costa Rica. This program will be taught by two Saddleback College faculty members, Dr. Marcelo N. Pires and Prof. Bruno Passarelli. Logistical support will be handled through American Institute for Foreign Study. This will be the first time that Dr. Pires and Professor Passarelli organize this field program. They have organized field studies in Southeastern Brazil for the summers of 2015, 2016, and 2017.

Students will gain course credit for two Saddleback College Biology courses: Bio 230 – Biology Field Studies: Coastal Ecosystems (one (1) unit) and BIO 235 – Extended Mountain Ecosystem Field Studies (two (2) units). A minimum of 15 students in this program will investigate the fundamental ecology of different ecosystems, including concepts such as abiotic factors, biotic factors, types of ecosystems, food chains, food webs, energy flow, nutrient cycling, population growth, and species interactions and adaptations. In addition, students will fill out worksheets to be presented at the end of the trip, along with a journal that addresses most of the learning outcomes listed below.

At the end of the course, students will be able to:

- Identify and describe the basic characteristics of the most common mountain and coastal tropical habitats studied during the field course
- Identify physical factors that most influence each ecosystem visited during the course
- Use plant and animal keys to identify organisms found during the field course
- Name the most common animals and plants observed at different ecosystems
- Describe and understand specific adaptations of selected organisms found during the field trip
- Assess positive and negative human impacts on the habitats studied
- Understand different environmental and species conservation methods
- Understand the scientific method and discuss how it could be applied to testing specific hypotheses resulting from observations made during the trip
- Discuss ways to record, collect, and analyze field data required for testing scientific hypotheses

The program will be run from July 29 to August 11, 2019, in the cities of San José, Tortuguero, Sarapiquí, Arenal region, Guanacaste, Monteverde, and central Pacific coast region. The following academic visits, tours, and entrances are included: boat excursion (Tortuguero Canals), Santa Elena Reserve, Tortuguero National Park, canopy tour (Sarapiquí), whitewater rafting excursion (Sarapiquí), hot springs (Arenal), kayaking (Lake Arenal), La Fortuna waterfall, Rincon de la Vieja National Park, snorkeling (Guanacaste), Palo Verde boat tour, “sky walk” on suspension bridges (Monteverde), tree planting at Monteverde Reserve, canopy tour at Monteverde, Rainforest Adventure Park, Manuel Antonio National Park, jungle crocodile safari, central Pacific coast, coffee plantation visit.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**STUDY ABROAD PROGRAM INFORMATION SUMMARY**

<b>1. PROGRAM</b>										
Location/Destination:		<b>Costa Rica</b>			First Trip: Yes:		<b>X</b>	No:		
Dates: From:		<b>July 29, 2019</b>		To:		<b>August 11, 2019</b>		Total No. of Days: <b>14</b>		
Partner Name (Academic Institution):				<b>Saddleback College</b>						
Address:		<b>28000 Marguerite Pkwy</b>								
Contact Person:		<b>Marcelo Pires</b>			Telephone No.:		<b>949-582-4809</b>			
Description of Institution:		<b>Community College</b>								
Includes:	Accredited Instruction	Yes:	<b>X</b>	No:						
	Transfer College Units	Yes:	<b>X</b>	No:						
	Orientation	Yes:	<b>X</b>	No:						
	Books/Supplies	Yes:	<b>X</b>	No:						
	Tutors	Yes:		No:	<b>X</b>					
	Weekend Study Activities	Yes:	<b>X</b>	No:						
	Food	Yes:	<b>X</b>	No:						
	Transportation	Yes:	<b>X</b>	No:						
	Lodging	Yes:	<b>X</b>	No:						
Other:	Round-trip flights on major carriers; full-time tour director to manage on-ground logistics; air-conditioned motorcoaches and internal transportation to all activities; superior tourist-class hotels with private bathrooms for all nights; guided sightseeing; breakfast, lunch, and dinner daily; academic to multiple locations and entrances to all scheduled activities (see details in program description); Global Travel Protection; two funded faculty spaces; tipping for local guides and bus drivers.									
Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)		<b>Personal items</b>								
Other:										
<b>2. FACULTY</b>										
Lead Faculty Name:		<b>Marcelo Pires, Bruno Passarelli</b>								
Coordinates Trip:		Yes:	<b>X</b>	No:						
If No, Explain:										
Travels to Site:		Yes:	<b>X</b>	No:						
Dates: From:		<b>July 29, 2019</b>			To:		<b>August 11, 2019</b>			
Teaching Assignment at Program Site:		Yes:	<b>X</b>	No:						
Dates: From:		<b>July 29, 2019</b>			To:		<b>August 11, 2019</b>			
Requires Substitute at IVC and/or SC?		Yes:		No:	<b>X</b>					
Unpaid Faculty Exchange:		Yes:		No:	<b>X</b>					
If Yes, Faculty Name(s) Required:										
Assignments to be Covered:										
Course No.:	Course Title:			Date(s)			Time(s)			
Other:										

**3. COURSE(S) OFFERED AT PROGRAM SITE**

Course No.:	Course Title:	No. of Units
BIO 235	BIOLOGY FIELD STUDIES: EXTENDED MOUNTAIN ECOSYSTEMS	2
BIO 230	BIOLOGY FIELD STUDIES: COASTAL ECOSYSTEMS	1

**4. STUDENTS**

Minimum number of students required to make program:	15
Minimum number of units:	3
Maximum number of units:	3
If this is a repeat program site, what is the average number of units taken per student?	n/a
Other	

**5. COSTS**

Student:	
Contracted cost per student:	\$ 3,245.00
Average cost per day: (It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)	\$ 231.79
College:	
Additional costs to the District?	Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>
If Yes Explain:	
Cost of substitute pay if instructor is also receiving salary for courses at IVC and/or SC during the same period of time.	\$
Other Costs	\$

**6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)**

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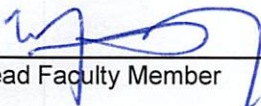
**7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES**

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
9 a.m.	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture
10a.m.	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture
11a.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
12 Noon	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch	Lunch
1 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
2 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
3 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
4 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
5 p.m.							
6 p.m.	Orientation	Orientation	Orientation	Orientation	Orientation	Orientation	Orientation
7 p.m.	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
8 p.m.							
9 p.m.							
10 p.m.							

Exceptions to weekly schedule:

8. ATTACHMENTS

9. REQUIRED SIGNATURES

  
\_\_\_\_\_  
Lead Faculty Member

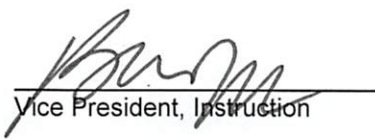
11/28/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Department Chair


11-28-18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Division/School Dean

11/28/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Vice President, Instruction

11/28/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
College President

11/28/18  
\_\_\_\_\_  
Date



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

**EDUCATIONAL TOUR / FIELD STUDY  
TRAVEL CONTRACTOR AGREEMENT**

***GENERAL TERMS AND CONDITIONS***

***Summer 2019 Education Program in Costa Rica***

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This Agreement is made this 11<sup>th</sup> day of December, 2018 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and American Institute for Foreign Study (AIFS) ("TRAVEL CONTRACTOR") located at 1 High Ridge Park, Stamford, CT 06905 and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC DETAILS".

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

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

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

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Educational Tour / Field Study Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to our prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Educational Tour / Field Study Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each participant in the Educational Tour / Field Study Trip. In the event an Educational Tour / Field Study Trip is for any reason cancelled prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund in full within ten (10) days, any payments received from Educational Tour / Field Study Trip participants provided, however, that if any Educational Tour / Field Study Trip participants cancel after the date specified for final payment for participation in a particular Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall refund payments within ten (10) days to said Educational Tour / Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

5. **RESTRICTION ON TRIP PARTICIPATION** – All Educational Tour / Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR / FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION. Prior to the departure of any Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour / Field Study Trip participants, showing name, address emergency contact, and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour / Field Study Trip.
6. **EDUCATIONAL TOUR/FIELD STUDY CORRESPONDENCE** – TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.



7. **INDEMNIFICATION** – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney's fees) that any person (including but not limited to Educational Tour / Field Study Trip participants or TRAVEL CONTRACTOR'S employees), or such person's heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR'S activities under this agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.
8. **LIQUIDATED DAMAGES** – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Education Tour / Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour / Field Study Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour / Field Study Trip participants, such breach may cause hardship to the Educational Tour / Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour / Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour / Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour / Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.
9. **TRAVEL AGENTS** – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.
10. **TRIP CANCELLATION INSURANCE** – TRAVEL CONTRACTOR shall make available to each Educational Tour / Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.
11. **GENERAL LIABILITY INSURANCE** – TRAVEL CONTRACTOR shall for the duration of each Educational Tour / Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour / Field Study Trip, and other general trip insurance benefits as specifically set forth in

SPECIFIC DETAILS. If the Educational Tour / Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

**LIABILITY INSURANCE – CERTIFICATE OF INSURANCE AND ENDORSEMENT**

– TRAVEL CONTRACTOR shall provide the Vice Chancellor of Business Services or designee with a valid certificate of insurance for each Educational Tour / Field Study Trip naming the District as additional insured with a single limit of liability of a minimum of \$5,000,000 with evidence that the policy covers the world-wide exposures of each Educational Tour / Field Study Trip. The certificate shall be submitted with the executed agreement to the Vice Chancellor of Business Services or designee at least fifteen (15) working days prior to commencement of the program.

12. **TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION** – TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour / Field Study Trip.
13. **TERM** – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour / Field Study Trip no later than 45 days prior to the departure of the Educational Tour / Field Study Trip (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC DETAILS) if the minimum number of participants specified in SPECIFIC DETAILS fails to sign up for Educational Tour / Field Study Trip. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour / Field Study Trip or may terminate this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or DISTRICT may terminate this Agreement in its entirety in DISTRICT'S sole discretion upon 45 days prior to departure written notice to TRAVEL CONTRACTOR stating that DISTRICT so terminates (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in SPECIFIC DETAILS). The termination or expiration of the Agreement shall not relieve any from the liability arising from breach of this Agreement.
14. **NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS** – This agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
15. **NO MODIFICATION OF AGREEMENT** – This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour / Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or

amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

16. **NOTICE** – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.
17. **CONTROLLING LAW** – This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour / Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

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

**TRAVEL CONTRACTOR**

**American Institute for Foreign Study (AIFS)**

Date:

\_\_\_\_\_

By: Sharman Hedayati

\_\_\_\_\_  
*Name of Authorized Agent*

Title: Vice President,  
Director of Admissions and Operations

Address: 1 High Ridge Park  
Stamford, CT 06905

Phone: (203) 399-5057

**DISTRICT**

**South Orange County Community College  
District**

Date:

\_\_\_\_\_

By: Ann-Marie Gabel

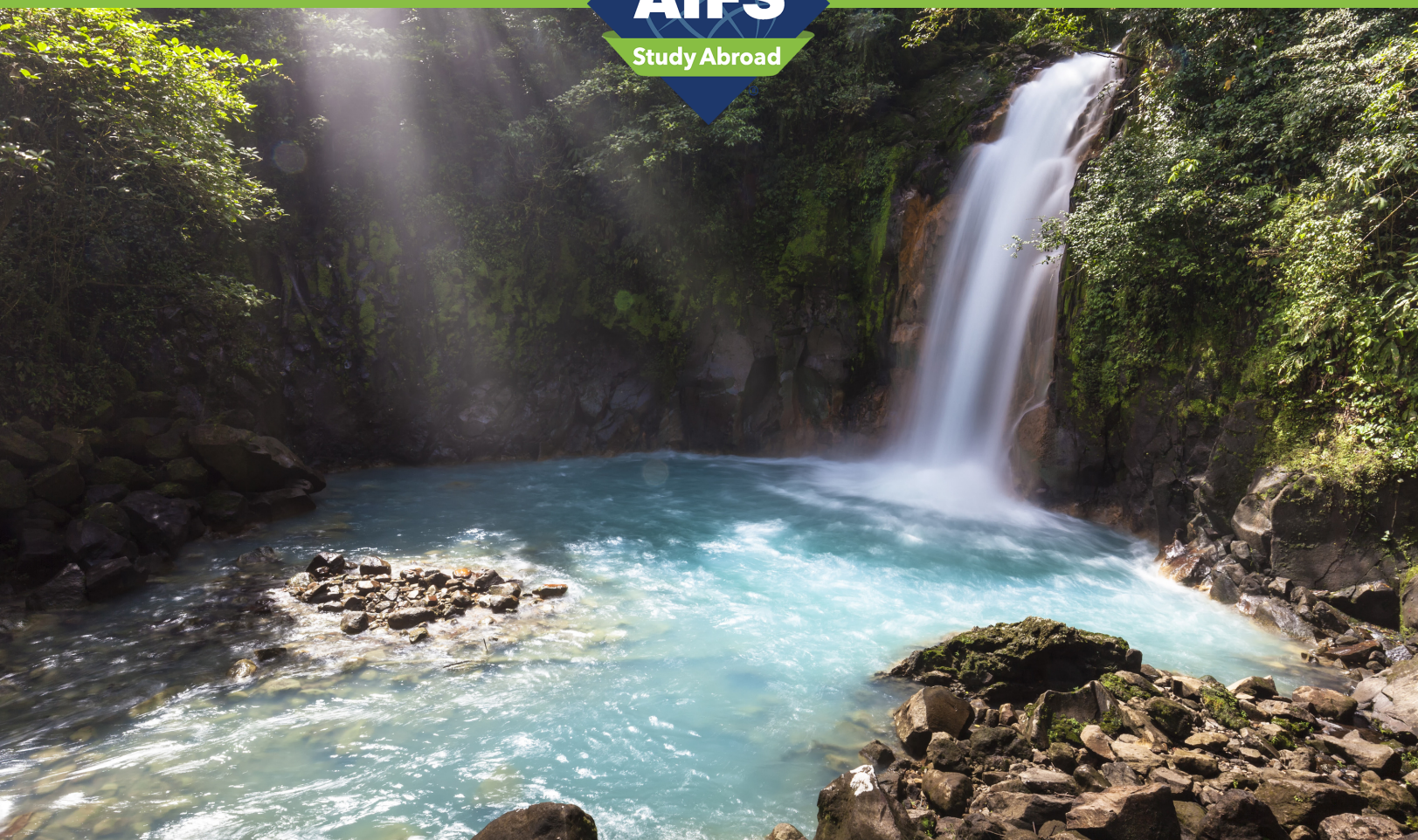
\_\_\_\_\_  
*Authorized Representative*

Title: Vice Chancellor of Business Services

Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692

Phone: (949) 582-4664





South Orange Country Community  
College District - Saddleback College

Costa Rica Summer 2019

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# Customized Faculty-Led Program Proposal





## The American Institute for Foreign Study

*AIFS was founded in 1964 and since then, over 1.6 million students have participated in our educational and cultural exchange programs. AIFS pioneered Customized Faculty-Led programs providing logistical support, student services, classrooms, housing facilities and cultural activities abroad, plus student medical, fee refund and liability insurances. This model enables institutions to conduct their own academic programs abroad at minimal expense with the institution maintaining academic control and retaining tuition income. AIFS bill a non-academic program fee, per student or per group, for the services we provide. Winner of the goabroad.com People's Choice Award in 2016, see what students, faculty and study abroad advisors are saying about us now:*

@AIFSCustomized



@AIFSAbroad

### **Your proposal has been prepared by Kirsty Isherwood, Vice President**

*Kirsty is your primary contact, collaborating with you on the overall design of the program/itinerary, and using their knowledge of Costa Rica, can suggest what you might include to complement the teaching schedule and help you meet your academic goals and student learning outcomes. For any questions about this proposal, or any amendments you would like to make to the content please contact Kirsty: [kisherwood@aifs.co.uk](mailto:kisherwood@aifs.co.uk)*

*Sharman Hedayati is the Director of Admissions in our Stamford, CT office. If you are happy with this proposal then please sign and send a scanned copy to Sharman. She will work on marketing materials for you, design an online application, and talk you through the AIFS portal and overall application process: [shedayati@aifs.com](mailto:shedayati@aifs.com)*

*Prior to the start of the program Kirsty will introduce you to our on-site staff. They will send you and your students essential pre-departure materials and will be your key contacts during the program, making sure both students and faculty get the most out of the experience and what Costa Rica has to offer.*

**South Orange County Community College District  
Saddleback College  
Costa Rica, Summer 2019  
AIFS Customized, Faculty-led Program Proposal**

**Arrive Costa Rica:** Monday, July 29, 2019  
**Depart Costa Rica:** Sunday, August 11, 2019

Student Fee based on enrollment:		
15-19	20 or more	
\$3245	\$3045	Two faculty leaders

Should South Orange County Community College District wish to run this program with an enrollment below 15 paying student participants, it would be necessary either to add a supplement to the fee above or to remove some components from the program. AIFS would discuss these options with South Orange County Community College District.

These fees are guaranteed not to change as a result of fluctuations in the \$ exchange rate. AIFS will charge a \$35 returned check fee on each check returned by the bank for insufficient funds.

**Program Components Included in the Student Fee:**

**Pre-departure Support Services**

- Promotional materials including custom-designed color flyers.
- AIFS University Relations Representative available to promote your program on campus and regionally if required.
- Customized admissions and application process available including on-line registration and submission of required participant materials.
- Pre-departure information services and a toll-free contact number in the U.S.
- Pre-departure orientation materials including access to the customized program portal and on-line materials.
- Final pre-departure packet sent 1-2 weeks prior to the start of the program.

**Health and Safety Support**

- On-site orientation with local staff to provide advice and guidance on general and culturally relevant topics such as safety, incident response procedures and contact information for local emergency services (police, ambulance, fire service, hospitals, U.S. Embassy, etc.)
- 24/7 AIFS emergency service with both local number to reach on-site staff and toll-free number in the U.S.
- Each student on the program will be enrolled in the CISI insurance plan and global app. This insurance covers doctor visits, prescriptions, hospitalization and medical evacuation.

Students have access to the 'My CISI' website where they can locate their ID card, policy document, search for a doctor (if traveling away from the program site), access personal security information and a copy of the claim form. The CISI app also includes resources such as the location of U.S. Embassies and consulates around the world, individual country profiles, CDC vaccine advice and U.S. State Department advice.

- A check-in facility is also part of the CISI app allowing students to mark themselves as "safe" during an incident or requesting assistance should they need it while traveling independently.
- Student medical and program fee refund insurance policies, as outlined in the AIFS insurance brochure. Coverage includes \$100,000 accidental medical expense and \$10,000 accidental death payment plus 24-hour emergency care assistance during the program and repatriation in cases of verified emergency beyond the students' control.
- \$51,000,000 liability coverage with South Orange County Community College District named as additional insured for the duration of the program.

### **Transfers, Accommodation, Transportation and Meals**

- Transfer inbound: one-time group transfer by private bus between the airport in San José (SJO) and the student housing at a time to meet the group flight on the scheduled arrival date.
- Accommodation: twin or triple-bedded en suite rooms in tourist class hotels, San José (1 night), Tortuguero (2), Sarapiquí (1), Arenal area (2), Guanacaste (2), Monteverde (2), Manuel Antonio (2), San José (1).
- Meals: breakfast, lunch and dinner daily.
- Transfer outbound: one-time group transfer by private bus between the student housing and the airport in San José (SJO) at a time to best suit the group flight on the scheduled departure date.
- Private, air-conditioned buses for all transfers, visits and excursions.

### **In-Country Student Support**

- An orientation program in San José consisting of a meeting with experienced AIFS staff, covering topics such as general acclimation to San José, safety and security issues, cultural differences, travel, money and the program itinerary.
- A dedicated AIFS Tour Manager to ensure the smooth running of the program, providing information and advice to students and faculty, organizing all excursions and liaising with all suppliers.
- 24-hour on-call service in Costa Rica for the duration of the program.

### **Academic and Cultural Activities and Excursions**

Day 1 - with overnight in San José

- Orientation with staff

Day 2 and 3 - with overnights in Tortuguero

- Boat transfer to hotel.

- Canal tour.
- Entrance to the National Park and hiking with an experienced local, English-speaking guide.

Day 4 -with overnights in Sarapiquí

- Zip-lining with local guides.
- Whitewater rafting with local guides.
- 

Day 5 and 6 - with overnights in Arenal

- Entrance to the hot springs.
- Kayaking with local guides.
- Visit to La Fortuna Waterfall

Day 7 and 8 - with overnights in Guanacaste

- Entrance to the Rincon de la Vieja National Park
- Snorkeling with local guides.
- Boat trip to Palo Verde National Park

Day 9 and 10 - with overnights in Monteverde

- A "Sky Walk".
- Entrance to the Cloud Forest reserve.
- Tree planting in the reserve.
- Lecture from a local environmental expert.
- Canopy tour.

Day 11 and 12 - with overnights in Manuel Antonio.

- Rain Forest Adventure Park.
- Manuel Antonio National Park with a local guide.
- Crocodile Safari.

Day 13 - with overnight in San José

- Visit to Sarchí.
- Visit to a coffee plantation with tasting.
- Farewell dinner with traditional Costa Rican music and dancing.

Day 14 - Departure

All gratuities to drivers, guides and restaurants are included.



### **Faculty Support**

- Faculty will share a twin hotel room in the same accommodation as the students. Upgrades to larger rooms available for an additional fee.
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, meals, entrances, sightseeing tours, etc.

*Faculty benefits are paid in full for an enrollment of 15 paying students or more, or pro rata for a lower enrollment.*

### **What's Not Included?**

The student fee does not include the following items:

- × Round-trip airfare for students and faculty– see **Optional Components**
- × Passport or visa fees if applicable
- × Meals other than those listed
- × Personal expenses
- × South Orange County Community College District tuition or administrative fees
- × Textbooks
- × Additional fieldtrips and excursions to those listed
- × Medical insurance for faculty
- × Anything not specified

**Optional Components**

**Airfare Package** - a minimum of 10 participants is required for the group Airfare Package.

- Round-trip flights between Los Angeles (LAX) and San José (SJO) in economy/standard class.
- AIFS staff meet-and-greet at the airport to assist on arrival and escort students to their housing.

10+ students	
\$725	Round-trip airfare & staff support
\$122	Estimated Taxes, Fees & Fuel Fee (subject to change)
<b>\$847</b>	<b>Estimated total (subject to change)</b>

The airfare package is optional to student participants and offered on a space-available basis.

AIFS will reserve spaces at the above prices according to information on the student online enrollment form. Once airline tickets have been issued to students, they can only be changed directly with the issuing agent – agent and airline-imposed penalties apply.

AIFS cannot arrange airline tickets for students applying after **Friday, May 3, 2019**.

AIFS is financially committed to any confirmed airlines seats from **Friday, April 19, 2019**, and therefore an airfare review will take place prior to this date. AIFS requests that South Orange County Community College District provide an indication of how many students intend to purchase the transportation package listed above. However, should South Orange County Community College District decide not to offer this transportation package to their students, AIFS must be notified before **Friday, April 19, 2019**.

**Insurance Upgrade**

- Optional Extra Protection Insurance Coverage, including increased medical insurance and/or personal effects insurance as outlined in the AIFS insurance brochure.

Enhanced Medical	\$65
Personal Effects	\$90

**Program Application Procedure and Billing**

We recommend the promotion of and initial receipt of deposits for this program as early as possible. The following dates apply to this program:

<b>Before Friday, May 3, 2019</b>	<b>Friday, May 3, 2019</b>	<b>Tuesday, June 4, 2019</b>
<p>South Orange County Community College District may cancel the program with no penalty.</p> <p>See Airfare Conditions</p>	<p>Application approval and \$450 deposit payment(s) due.</p> <p>AIFS will invoice South Orange County Community College District or bill student participants for the balance of fees.</p> <p>Penalties apply to changed program bookings from this date.</p> <p>AIFS can accept applications after this date on a space available basis, but cannot guarantee program costs after this date.</p>	<p>Confirmation of numbers and full payment due.</p> <p>AIFS reserves the right to withdraw students who are not paid in full by the final payment deadline.</p>
Please note that these are not postmark dates but the dates by which funds must arrive in the AIFS Connecticut office.		

AIFS offers an online application. South Orange County Community College District will be given the online application link that they can post on their own webpages or distribute to selected students. Once the students have started their application South Orange County Community College District will be able to view them on the AIFS coordinators portal and must accept or decline the application. If accepted AIFS will then email the student important documents, explain the next steps and send them access to the student portal.

There are also a variety of forms that needs to be completed for the application to be finalized. On the portal, each student will have a “Task List” and as they complete each step that item will be crossed off. Required items include, but are not limited to, passport copy, agreement and release form, digital photo, flight details (if not on an AIFS flight). AIFS program staff will also use the portal to post important program information such as insurance details, flight itineraries, pre-departure handbooks, program brochures, etc.

### Refund & Cancellation Policy

Student withdraws on or before Friday, May 3, 2019	After Friday, May 3, 2019, but on or before Tuesday, June 4, 2019	After Tuesday, June 4, 2019	Once the program has begun	Because of covered medical reasons
<b>Student receives a refund of:</b>				
All fees paid less a \$150 processing fee and any non-refundable deposits paid by the student or by AIFS on the student's behalf.	All fees paid less the \$450 deposit and any non-refundable deposits paid by the student or by AIFS on the student's behalf.	No refund, and the total program fee is due.	No refund, unless AIFS suspends the program.	All fees paid less a \$150 processing fee and \$125 insurance premium.

*Please note that any student who is academically withdrawn by his or her home institution after their application has been processed by AIFS is subject to the standard refund policy.*

It is understood that South Orange County Community College District will not cancel the program if the necessary minimum number of participants have been enrolled by Friday, May 3, 2019.

In the event of the U.S. State Department issuing a **Level 4** travel warning which advises U.S. Citizens not to travel to Costa Rica, or if they are already in Costa Rica, to leave, AIFS will:

- If the program has not started, either make suitable alternative arrangements, or cancel the program and refund all fees paid.
- If the program has started, suspend the program and fly the students home. If students are returned home, they will receive a pro-rata rebate of fees paid to AIFS for the proportion of the program not completed, less a \$150 processing fee, \$125 insurance premium, and any costs incurred flying the student home.

### **Acceptance of Proposal**

If you have any questions or wish to make any changes, please contact Kirsty who prepared the proposal for you: [kisherwood@aifs.co.uk](mailto:kisherwood@aifs.co.uk).

If you wish to accept this proposal, AIFS requires written acceptance by Friday, December 21, 2018 in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements.

Please return a copy of this document in its entirety by fax or scan and email to Sharman Hedayati, Director of Admissions, AIFS, Customized Faculty-Led Programs in Stamford, CT, at 203-399-5597, or [shedayati@aifs.com](mailto:shedayati@aifs.com).

Proposal Accepted by: \_\_\_\_\_  
On behalf of South Orange County Community  
College District – Saddleback College

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

Confirmed by: \_\_\_\_\_  
On behalf of the American Institute for Foreign Study

Printed Name: \_\_\_\_\_

Position: \_\_\_\_\_

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

**Costa Rica**  
Republic of Costa Rica

Exercise normal precautions in Costa Rica. Some areas have increased risk. Read the entire Travel Advisory.

Exercise increased caution in:

- Central neighborhood in Limon due to **crime**.
- Liberia city due to **crime**.
- Desamparados neighborhood in San Rafael due to **crime**.
- Pavas and Hospital neighborhoods San Jose due to **crime**.

Read the Safety and Security section on the [country information page](#).

If you decide to travel to Costa Rica:

- Enroll in the [Smart Traveler Enrollment Program \(STEP\)](#) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on [Facebook](#) and [Twitter](#).
- Review the [Crime and Safety Report](#) for Costa Rica.
- U.S. citizens who travel abroad should always have a contingency plan for emergency situations. Review the [Traveler's Checklist](#).

**Central neighborhood in Limon**

Violent crime, such as armed robbery and assault, is common. Local police lack the resources to respond effectively to serious criminal incidents.

**Liberia city**

Violent crime, such as armed robbery and assault, is common. Local police lack the resources to respond effectively to serious criminal incidents.

**Desamparados neighborhood San Rafael**

Violent crime, such as homicide and assault, is common. Police presence is limited.

#### **Pavas and Hospital neighborhoods in San Jose**

Criminal assault and homicides have been reported in these areas. Gang activity, such as territorial disputes and narcotics trafficking, has been reported in Pavas in the vicinity of the U.S. Embassy.

#### **Embassy Alerts Messages**

Message for U.S. Citizens: Consular Outreach Events in Uvita, and Perez Zeledon Tue, 18 Sep 2018

Alert: Ongoing Public Strike and Related Protest Activity in Costa Rica Tue, 18 Sep 2018

Union Protests starting Monday, September 10, 2018 Fri, 07 Sep 2018

Security Alert – U.S. Embassy San Jose – Location: Downtown San Jose Mon, 20 Aug 2018

[View Alerts and Messages Archive](#)

**TO:** Board of Trustees

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

**RE:** SOCCCD: Travel Contract for Study Abroad Program to Salamanca, Spain for Saddleback College Students, Travel & Education

**ACTION:** Approval

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### **BACKGROUND**

Saddleback College has conducted successful study abroad programs during spring sessions in Salamanca, Spain. These courses have been conducted by expert faculty who provide academic course-work in conjunction with cultural travel experiences. Study abroad programs are authorized under Education Code 72640.

### **STATUS**

The Liberal Arts Division at Saddleback College proposes to offer the study abroad program in Salamanca, Spain, from February 15, 2019 to April 27, 2019. The program will be organized and arranged by Travel and Education (T&E) for a fee of approximately \$6,475 per student at a cost of \$89.93 per day for 12 to 18 students, not including airfare, or \$6,170 per student at a cost of \$85.69 per day for 19 to 24 students, not including airfare. Saddleback College solicited multiple proposals for this program and Travel & Education (T&E) is the only vendor that met all of the required specifications. The details of the program are summarized in the Narrative (EXHIBIT A) and the Study Abroad Program Information Summary (EXHIBIT B). The required Educational Tour/Field Study Contractor Agreement is provided in EXHIBIT C, which includes evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in EXHIBIT D. The current travel warnings issued by the U.S. Department of State (EXHIBIT E) does not include Spain. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program to Salamanca, Spain, February 15, 2019 to April 27, 2019, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.

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



Study Abroad Narrative  
Salamanca, Spain, Spring 2019

Saddleback College has offered the Salamanca, Spain Study Abroad Program for eighteen consecutive years. In spring 2019, a group of 12 or more students will study Spanish language, culture, and history from February 15, 2019 through April 27, 2019. The faculty advisor will accompany the students on their arrival flight, as well as the duration of the program in Salamanca.

Students will enroll in a minimum of 11 units of Saddleback courses and will attend classes Monday through Friday. Professors at Colegio Miguel Unamuno will teach the courses, adhering to Saddleback's course outlines. Additionally, all courses taught by Colegio Miguel Unamuno faculty will be observed weekly by the onsite instructor of record to confirm adherence to Saddleback curriculum. The average number of units taken per student in spring 2018 was 12 units. The program includes more than 40 weekly hours of instruction in addition to Sunday excursions to cultural and historic sites.

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

## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## STUDY ABROAD PROGRAM INFORMATION SUMMARY

<b>1. PROGRAM</b>										
Location/Destination:		<b>Salamanca</b>			First Trip: Yes:		No:		<b>X</b>	
Dates: From:		<b>2/15/2019</b>		To: <b>4/27/2019</b>		Total No. of Days:		<b>72</b>		
Partner Name (Academic Institution):		<b>Colegio Miguel de Unamuno</b>								
Address:		<b>Avda. Reyes de España 25-27, Salamanca, Spain</b>								
Contact Person:		<b>Alfredo Miguel de Pablo</b>			Telephone No.:		<b>(011) 0034696-932973</b>			
Description of Institution:		<b>College</b>								
Includes:	Accredited Instruction	Yes:	<b>X</b>	No:						
	Transfer College Units	Yes:	<b>X</b>	No:						
	Orientation	Yes:	<b>X</b>	No:						
	Books/Supplies	Yes:	<b>X</b>	No:						
	Tutors	Yes:	<b>X</b>	No:						
	Weekend Study Activities	Yes:	<b>X</b>	No:						
	Food	Yes:	<b>X</b>	No:						
	Transportation	Yes:		No:	<b>X</b>					
	Lodging	Yes:	<b>X</b>	No:						
Other:		Medical and travel insurance as well as \$5,000,000 liability coverage with SOCCCD, \$50 non-refundable application fee, phone card with 200 minutes for calls to US, mobile phone which includes a local Spanish cell number, \$80 for expenses in Madrid (tapas), and T&E customer services, including accounting/billing services in US.								
Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)		Excludes airfare. Excludes \$125 refundable damage deposit, passport or visa fees if applicable, meals other than those indicated on the itinerary, personal expenses, any SOCCCD tuition or administrative fees, additional fieldtrips or excursions required by the SOCCCD faculty and anything not specified. These fees are guaranteed not to change as a result of fluctuations in the \$/€ exchange rate. T&E will charge a \$35 returned check fee on each check returned by the bank for insufficient funds. T&E charges a 3% handling fee for all payments made via credit card. Airfare.								
Other:										
<b>2. FACULTY</b>										
Lead Faculty Name:		<b>Carmenmara Hernandez-Bravo (4 LHE) and co-lead, Brielle Frasca (1 LHE)</b>								
Coordinates Trip:		Yes:	<b>X</b>	No:						
If No, Explain:										
Travels to Site:		Yes:	<b>X</b>	No:						
Dates: From:		<b>2/15/19</b>			To:		<b>4/27/19</b>			
Teaching Assignment at Program Site:		Yes:	<b>X</b>	No:						
Dates: From:		<b>2/18/19</b>			To:		<b>4/26/19</b>			
Requires Substitute at IVC and/or SC?		Yes:		No:	<b>X</b>					
Unpaid Faculty Exchange:		Yes:	<b>X</b>	No:						
If Yes, Faculty Name(s) Required:		<b>Beatriz Garcia-Lua</b>								
Assignments to be Covered: Team teaching										
Course No.:	Course Title:			Date(s)			Time(s)			
SPAN 1	Elementary Spanish			2/18/2019 - 4/26/2019			9:00 - 2:00 p.m.			
SPAN 2	Elementary Spanish			2/18/2019 - 4/26/2019			9:00 - 2:00 p.m.			
SPAN 3	Intermediate Spanish			2/18/2019 - 4/26/2019			9:00 - 2:00 p.m.			
SPAN 4	Intermediate Spanish			2/18/2019 - 4/26/2019			9:00 - 2:00 p.m.			

Other:							
<b>3. COURSE(S) OFFERED AT PROGRAM SITE</b>							
Course No.:	Course Title:					No. of Units	
SPAN 1	Elementary Spanish					5	
SPAN 2	Elementary Spanish					5	
SPAN 3	Intermediate Spanish					5	
SPAN 4	Intermediate Spanish					5	
SPAN 6	Intermediate Spanish Grammar & Composition					3	
SPAN 10	Intermediate Conversational Spanish					3	
SPAN 20A	Civilization of Spain Through 1898					3	
SPAN 20B	Civilization of Spain 1898 to Present					3	
SPAN 11	Advanced Conversational Spanish					3	
<b>4. STUDENTS</b>							
Minimum number of students required to make program:						12	
Minimum number of units:						5	
Maximum number of units:						17	
If this is a repeat program site, what is the average number of units taken per student?						14	
Other							
<b>5. COSTS</b>							
Student:							
Contracted cost per student:						\$ 6,475	
Average cost per day: <i>(It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)</i>						\$ 89.93	
College:							
Additional costs to the District?				Yes:		No:	X
If Yes Explain:							
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.						\$ N/A	
Other Costs						\$ 0	
<b>6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)</b>							
Optional excursions, field trips, tours, and extra-curricular activities.							
<b>7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES</b>							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.							
9 a.m.	Language	Language	Language	Language	Language	Civilization	Excursions
10a.m.	Classes	Classes	Classes	Classes	Classes	Excursions	
11a.m.							
12 Noon							
1 p.m.							
2 p.m.							
3 p.m.							
4 p.m.							
5 p.m.							
6 p.m.	Civilization,	Civilization	Civilization	Civilization	Civilization		
7 p.m.	Culture & Art	Culture & Art	Culture & Art	Culture & Art	Culture & Art		
8 p.m.	Classes	Classes	Classes	Classes	Classes		
9 p.m.							
10 p.m.							
Exceptions to weekly schedule:		Optional extra-curricular activities during non-instructional periods.					
<b>8. ATTACHMENTS</b>							

9. REQUIRED SIGNATURES

C. Bravo  
Lead Faculty Member

11/21/18  
Date

C. Bravo  
Department Chair

11/21/18  
Date

Rain O'Connor  
Division/School Dean

11-21-18  
Date

[Signature]  
Vice President, Instruction

11/28/19  
Date

[Signature]  
College President

11/28/18  
Date

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EDUCATIONAL TOUR / FIELD STUDY  
TRAVEL CONTRACTOR AGREEMENT

GENERAL TERMS AND CONDITIONS

*Spring 2019 Education Program in Salamanca, Spain*

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This Agreement is made this 11<sup>th</sup> day of December, 2018 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California (“DISTRICT”) and Travel and Education (Travel Contractor) located at 1055 Mill Creek Drive, Feasterville-Treose, PA 19053 and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled “SPECIFIC DETAILS.”

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

1. **INSTRUCTIONAL SERVICES** – DISTRICT shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour / Field Study Trip.
2. **TRAVEL SERVICES** – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour / Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled “SPECIFIC DETAILS.” Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
3. **PROMOTIONAL MATERIAL** – TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour / Field Study Trip. Such material shall prominently display the statement: “Instructional Activities provided by Saddleback College or Irvine Valley

College.” All travel arrangements are the responsibility of TRAVEL CONTRACTOR.”

4. **PAYMENT BY TRIP PARTICIPANTS** – All payments by Educational Tour / Field Study Trip participants for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by Educational Tour / Field Study Trip participants shall be made to the order of TRAVEL CONTRACTOR’S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

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

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Educational Tour / Field Study Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to our prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Educational Tour / Field Study Trip shall be labeled “SPECIFIC DETAILS.” Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each participant in the Educational Tour / Field Study Trip. In the event an Educational Tour / Field Study Trip is for any reason cancelled prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund in full within ten (10) days, any payments received from Educational Tour / Field Study Trip participants provided, however, that if any Educational Tour / Field Study Trip participants cancel after the date specified for final payment for participation in a particular Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall refund payments within ten (10) days to said Educational Tour / Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

5. **RESTRICTION ON TRIP PARTICIPATION** – All Educational Tour / Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT

EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR / FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION. Prior to the departure of any Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour / Field Study Trip participants, showing name, address emergency contact, and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour / Field Study Trip.

6. **EDUCATIONAL TOUR/FIELD STUDY CORRESPONDENCE** – TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
7. **INDEMNIFICATION** – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney's fees) that any person (including but not limited to Educational Tour / Field Study Trip participants or TRAVEL CONTRACTOR'S employees), or such person's heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR'S activities under this agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.
8. **LIQUIDATED DAMAGES** – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Education Tour / Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour / Field Study Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour / Field Study Trip participants, such breach may cause hardship to the Educational Tour / Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour / Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained

by Educational Tour / Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not a s penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour / Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.

9. **TRAVEL AGENTS** – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.
10. **TRIP CANCELLATION INSURANCE** – TRAVEL CONTRACTOR shall make available to each Educational Tour / Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.
11. **GENERAL LIABILITY INSURANCE** – TRAVEL CONTRACTOR shall for the duration of each Educational Tour / Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour / Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC DETAILS. If the Educational Tour / Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

**LIABILITY INSURANCE – CERTIFICATE OF INSURANCE AND ENDORSEMENT** – TRAVEL CONTRACTOR shall provide the Vice Chancellor of Business Services or designee with a valid certificate of insurance for each Educational Tour / Field Study Trip naming the District as additional insured with a single limit of liability of a minimum of \$5,000,000 with evidence that the policy covers the world-wide exposures of each Educational Tour / Field Study Trip. The certificate shall be submitted with the executed agreement to the Vice Chancellor of Business Services or designee at least fifteen (15) working days prior to commencement of the program.



12. **TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION** – TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour / Field Study Trip.
13. **TERM** – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour / Field Study Trip no later than 45 days prior to the departure of the Educational Tour / Field Study Trip (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC DETAILS) if the minimum number of participants specified in SPECIFIC DETAILS fails to sign up for Educational Tour / Field Study Trip. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour / Field Study Trip or may terminate this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or DISTRICT may terminate this Agreement in its entirety in DISTRICT'S sole discretion upon 45 days prior to departure written notice to TRAVEL CONTRACTOR stating that DISTRICT so terminates (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in SPECIFIC DETAILS). The termination or expiration of the Agreement shall not relieve any from the liability arising from breach of this Agreement.
14. **NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS** – This agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
15. **NO MODIFICATION OF AGREEMENT** – This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour / Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.

16. **NOTICE** – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.
17. **CONTROLLING LAW** – This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour / Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

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

TRAVEL CONTRACTOR

DISTRICT

Travel and Education (T&E)

South Orange County Community  
College District

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

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

By: Patrizia D'Adamo  
*Name of authorized agent*

By: Ann-Marie Gabel

Title: T&E Director of US Operations

Title: Vice Chancellor, Business Services

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

Address: 28000 Marguerite Parkway  
Mission Viejo, CA 92692

Phone: (215) 396-0235

Phone: (949) 582-4664



SPECIFIC DETAILS  
**TRAVEL & EDUCATION**  
**PROPOSAL 10 WEEK PROGRAM – SPRING 2019**  
**SADDLEBACK COLLEGE – SOCCCD**

**Effective Date: December 11, 2018**

## Salamanca

**Dates:**

<b>US Departure:</b>	Friday, February 15, 2019
<b>Arrive in MADRID-transfer SALAMANCA:</b>	Saturday, February 16, 2019
<b>Orientation and city tour</b>	Sunday, February 17, 2019
<b>Program dates</b>	Monday, February 18, 2019 to Friday, April 26, 2019
<b>Transfer to MADRID and return to US</b>	Saturday, April 27, 2019

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

- **One (1) night in Madrid** on arrival: hotel in Madrid (triple occupancy) with breakfast;
- **Museum entrances in Madrid** and welcome meal.
- **Group transfers** to and from Madrid to Salamanca.
- **Accommodation in Salamanca in homestays** (2 students per homestay sharing a double room).
- **Three meals per day** in homestays, 7 days per week.
- **Laundry service** in the homestay once a week (additional washes may be arranged with the homestay family for an extra cost).
- **An orientation program in Salamanca** consisting of an orientation meeting with a T&E representative, local area information, a welcome reception and a walking tour of Salamanca.
- **Spanish language classes** to be held at the Colegio Miguel de Unamuno for four hours per day, Monday through Friday.
- **Two full-day excursions** by private bus to Segovia and Avila including entrances to the Alcazar in Segovia and la Alberca. Excursions are with the services of an English-speaking guide.
- **10-week social and cultural program** (events such as cooking lessons, Spanish cinema, and museum visits etc.) including a dinner at the Caves of Perdigon.
- **Access to the student computer lab** located at the Colegio Miguel de Unamuno with free e-mail, printing and internet facilities.
- **\$50 non-refundable application fee.**
- **\$50 USD per student for expenses in Madrid** (tapas)
- **Medical insurance** for up to \$1,000,000 Health Insurance Benefit per student.
  - Accident and Sickness Insurance Benefits
  - Emergency Medical Evacuation Benefit
  - Repatriation of Remains Benefit
  - Emergency Reunion Benefit
  - 24 hour International Emergency Assistance
- **Local medical insurance coverage** with includes coverage for accidents while traveling between locations and during scheduled activities.
- **Travel insurance** for each student includes trip cancellation and trip interruption.
- **\$5,000,000 liability coverage** with SOCCCD named as co-insured for the duration of the program.

SOCCCD SPRING – 10 WEEKS

- **Mobile phones** provided for each student before departure which includes a local Spanish cell number and FREE incoming calls.
- **Accounting / billing services in the U.S.**
- **Pre-departure information services** and a toll-free contact number in the U.S.
- **Promotional materials** including our full color comprehensive “T&E Acceptance and Orientation Packet”.
- **Advance planning services offered by our T&E office in Philadelphia.**

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

Faculty support services (target enrollment 12 students with 1 faculty member) as listed below:

- Roundtrip flights between Los Angeles and Madrid on the scheduled group flight. Please provide return flight date for proper scheduling.
- T&E will provide the SOCCCD faculty member with housing in a single room in the hotel in Madrid (arrival night and one (1) night prior to departure, if the flight schedule it advises, if not, no) and 7 nights in hotel in Salamanca.
- Mobile phone will be provided with courtesy credit of 50 €
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

Faculty benefits are paid in full for an enrollment of 12 paying students or more, or pro rata for a lower enrollment.

**PROGRAM FEES**

- **\$6670** US Dollars per participant for an enrollment of **5 to 11** paying student participants with ONE (1) faculty administrative visit.
- **\$6475** US Dollars per participant for an enrollment of **12 to 18** paying student participants with ONE (1) faculty administrative visit.
- **\$6170** US Dollars per participant for an enrollment of **19 to 24** paying student participants with ONE (1) faculty administrative visit.

*Should SOCCCD wish to run this program with an enrollment below 12 paying student participants it would be necessary either to add a supplement to the fee above or to remove some components from the program. T&E would discuss these options with SOCCCD. These fees are guaranteed not to change as a result of fluctuations in the \$ exchange rate. T&E will charge a \$35 returned check fee on each check returned by the bank for insufficient funds. T&E charges a 3% handling fee for all payments made via credit card.*

**Program fee DOES NOT include:**

- **Airfare which is offered as a separate option.** Airfare option requires 10 passengers to be offered (including students and administrative visit)
- **A \$125** refundable damage deposit
- Passport or visa fees if applicable
- Meals other than those indicated on the itinerary
- Personal expenses

SOCCCD SPRING – 10 WEEKS

- SOCCCD tuition or administrative fees
- Additional fieldtrips or excursions required by the SOCCCD faculty and

**OPTIONAL COMPONENTS**

- **Group flight Reservations:**  
T&E offers the option for group flight reservations to ensure your group will travel together.  
**SADDLEBACK COLLEGE – SOCCCD** will need to meet a minimum sustained enrollment of **ten (10) paying participants in order to qualify**. Flight information will appear below once it becomes available. Ticket to be purchased separately via online link to be provided upon registration for the program.

**RESERVED FLIGHT INFORMATION** (Subject to change based on airline modifications)

**Price:** TBA

**Itinerary:** TBA

- Students who do not reserve airfare through the provided student flight option will be responsible for securing their own flight which should arrive before or at the same time as the contracted flight listed in this proposal. It is also their responsibility to check for any possible schedule changes with the T&E contracted itinerary to ensure their arrival coincides with the group. ***NOTE: Transfers to and from the airport will not be provided for students arriving outside of the scheduled transfer time which is based on the T&E contracted flight for the group.***
- Single Supplement for homestay accommodation in Salamanca is \$350.

**PROGRAM APPLICATION PROCEDURE AND BILLING**

- SADDLEBACK COLLEGE – SOCCCD to collect the application forms and deposits of \$450 PLUS airfare deposit of \$200 (total \$650) per student and to forward them to T&E by **Tuesday, December 11, 2018**. T&E would then bill the individual student for the balance of fees owing.
  - [2019 Online Student Application link for SADDLEBACK COLLEGE – SOCCCD Spain Program](#)
- T&E will conduct a review of the group roster by **Tuesday, December 11, 2018** in order to confirm the group flight option. Should the number of eligible passengers fall under the minimum requirement of ten, T&E will cancel the group reservation. Students will then be responsible for purchasing their own tickets based on T&E guidelines for group arrival and departure. Should the group be eligible for the flight, T&E will provide a link and instructions on how to purchase into the group flight by December 11, 2018.
- T&E reserves the right to withdraw students who are not paid in full by the final payment deadline. Final payment due date: **January 18, 2019**
- T&E accepts payment in the form of personal check or money order and VISA, Mastercard or Discover

**PAYMENT SCHEDULE:**

Payment	Date	STUDENT
---------	------	---------

SOCCCD SPRING – 10 WEEKS

<b>Deposit (\$250 non-refundable)</b>	<b>December 11, 2018</b>	<b>\$650</b>
<b>1<sup>st</sup> Installment (50% TTL Invoice)</b>	<b>December 14, 2018</b>	<b>\$3200</b>
<b>Final Payment</b>	<b>January 18, 2019</b>	<b>Final payment due</b>

\* *Application fees and flight deposits are non-refundable.*

**T&E accepts payments in the following forms:**

1. *Personal check or money order mailed to Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose PA 19053. Please include student's name on the memo line for reference.*
2. *All major credit cards accepted via online payment gateway at [www.travelandeducation.org](http://www.travelandeducation.org) under APPLY tab. A 3% handling fee applies.*

## **REFUND POLICY**

Should an individual participant withdraw from the program they must do so in writing directly with T&E and the following policy will apply based on the date the withdrawal notice is received in our Philadelphia office.

<b>WITHDRAWAL</b>	<b>He/she receives....</b>
On or before Tuesday, December 11, 2018	a refund of all fees paid less \$200 processing fee, the \$50 non-refundable application fee and any non-refundable deposits paid by the student or by <b>T&amp;E</b> on behalf of the student
After Tuesday, December 11, 2018, but on or before Friday, December 14, 2018	a refund of all fees paid less \$200 deposit and \$50 non-refundable application fee plus \$295 insurance and \$500 housing deposit any non-refundable deposits paid by the student or by <b>T&amp;E</b> on behalf of the student
After Friday, December 14, 2018, but on or before Friday, January 18, 2019	a refund of all fees paid less \$400 deposit and \$50 non-refundable application, \$295 insurance, \$500 housing confirmation, \$1000 logistics and advanced planning and plus any non-refundable deposits paid by <b>T&amp;E</b> on behalf of the student
After Friday, January 18, 2019	no refund

- Once the program has begun students withdrawing receive no refund unless T&E suspends the program.
- It is understood that SADDLEBACK COLLEGE – SOCCCD will not cancel the program if the necessary minimum number of participants have not been enrolled by **Tuesday, December 11, 2018**
- In the of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Spain, or if they are already in Spain, to leave it, T&E will:
  - If the If the program has not started, either makes suitable alternative arrangements or cancel the program and refund all fees paid.
  - If the program has started, suspend the program and fly the student's home. If students are returned home they will receive a prorated rebate of fees paid to T&E for the

SOCCCD SPRING – 10 WEEKS

proportion of the program not completed, less the \$100 processing fee, the \$210 insurance premium, the \$50 non-refundable application fee and any costs incurred flying the student home.

**ACCEPTANCE OF PROPOSAL**

T&E require written acceptance of this proposal as soon as possible in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. This will enable us to prepare your program materials accurately. A confirmation in writing is required by **Tuesday, December 11, 2018**. Please sign and date below, and please fax this document in its entirety to Patrizia D'Adamo, T&E Director of US Operations in Philadelphia, fax number 215-396-0236.

PROPOSAL ACCEPTED BY \_\_\_\_\_  
South Orange County Community College District (Saddleback College)

DATE \_\_\_\_\_

## Spain Travel Advisory

Travel Advisory

January 10,  
2018**Spain - Level 2:  
Exercise Increased  
Caution**

Exercise increased caution in Spain due to terrorism.

Terrorist groups continue plotting possible attacks in Spain. Terrorists may attack with little or no warning, targeting tourist locations, transportation hubs, markets/shopping malls, local government facilities, hotels, clubs, restaurants, places of worship, parks, major sporting and cultural events, educational institutions, airports, and other public areas.

Read the Safety and Security section on the [country information page](#).

If you decide to travel to Spain:

- Be aware of your surroundings when traveling to tourist locations and crowded public venues.
- Follow the instructions of local authorities.
- Monitor local media for breaking events and adjust your plans based on new information.
- Enroll in the [Smart Traveler Enrollment Program \(STEP\)](#) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on [Facebook](#) and [Twitter](#).
- Review the [Crime and Safety Report](#) for Spain.



**TO:** Board of Trustees

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

**RE:** SOCCCD: Travel Contract for Study Abroad Program to Santander, Spain for Saddleback College Students, Travel & Education

**ACTION:** Approval

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### **BACKGROUND**

Saddleback College has conducted successful study abroad programs during summer sessions in Santander, Spain. These courses have been conducted by expert faculty who provide academic course-work in conjunction with cultural travel experiences. Study abroad programs are authorized under Education Code 72640.

### **STATUS**

The Liberal Arts Division at Saddleback College proposes to offer the study abroad program to Santander, Spain from July 1, 2019 to August 3, 2019. The program will be organized and arranged by Travel and Education (T&E) for a fee of approximately \$4,750 per student at a cost of \$139.71 per day for 10 to 15 students, not including airfare, or \$4,600 per student at a cost of \$135.29 per day for 16 or more students, not including airfare. Saddleback College solicited multiple proposals for this program and T&E is the only vendor that met all of the programmatic specifications. The details of the program are summarized in the Narrative (EXHIBIT A) and the Study Abroad Program Information Summary (EXHIBIT B). The required Educational Tour/Field Study Contractor Agreement is provided in EXHIBIT C, which includes evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in EXHIBIT D. The current travel warnings issued by the U.S. Department of State (EXHIBIT E) do not include Spain. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program to Santander, Spain, July 1, 2019 to August 3, 2019, and authorize the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements.

Study Abroad Narrative  
Santander, Spain,  
Summer 2019

Saddleback College has offered the Santander, Spain Study Abroad Program for twenty-five consecutive years. In summer 2019, a group of 10 or more students will study Spanish language, culture, and history from July 1, 2019 through August 3, 2019. Ten students participated in summer 2018. The faculty advisor will accompany the students on their arrival flight, as well as the duration of the program in Santander.

Students will enroll in a minimum of 9 units of Saddleback courses and will attend classes Monday through Friday. Professors at Colegio Miguel Unamuno will teach the courses, adhering to Saddleback's course outlines. The average number of units taken per student in summer 2018 was 9.77 units. The program includes more than 40 weekly hours of instruction in addition to Sunday excursions to cultural and historic sites.

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

# SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

## STUDY ABROAD PROGRAM INFORMATION SUMMARY

[illegible]

Other:							
<b>3. COURSE(S) OFFERED AT PROGRAM SITE</b>							
Course No.:	Course Title:					No. of Units	
SPAN 1	Elementary Spanish					5	
SPAN 2	Elementary Spanish					5	
SPAN 3	Intermediate Spanish					5	
SPAN 4	Intermediate Spanish					5	
SPAN 6	Intermediate Spanish Grammar & Composition					3	
SPAN 10	Intermediate Conversational Spanish					3	
SPAN 20A	Civilization of Spain Through 1898					3	
SPAN 20B	Civilization of Spain 1898 to Present					3	
SPAN 11	Advance Conversational Spanish					3	
<b>4. STUDENTS</b>							
Minimum number of students required to make program:						10	
Minimum number of units:						9	
Maximum number of units:						14	
If this is a repeat program site, what is the average number of units taken per student?						9.77	
Other							
<b>5. COSTS</b>							
Student:							
Contracted cost per student:						\$ 4,750	
Average cost per day: (It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)						\$ 139.71	
College:							
Additional costs to the District?		Yes:		No:	X		
If Yes Explain:							
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.						\$ N/A	
Other Costs						\$ 0	
<b>6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)</b>							
Optional excursions, field trips, tours, and extra-curricular activities.							
<b>7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES</b>							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.							
9 a.m.	Language	Language	Language	Language	Language	Civilization	Excursions
10a.m.	Classes	Classes	Classes	Classes	Classes	Excursions	
11a.m.							
12 Noon							
1 p.m.							
2 p.m.							
3 p.m.							
4 p.m.							
5 p.m.							
6 p.m.	Civilization,	Civilization	Civilization	Civilization	Civilization		
7 p.m.	Culture & Art	Culture & Art	Culture & Art	Culture & Art	Culture & Art		
8 p.m.	Classes	Classes	Classes	Classes	Classes		
9 p.m.							
10 p.m.							
Exceptions to weekly schedule:		Optional extra-curricular activities during non-instructional periods.					
<b>8. ATTACHMENTS</b>							

9. REQUIRED SIGNATURES

CMBrawo  
Lead Faculty Member

11/21/18  
Date

CMBrawo  
Department Chair

11/21/18  
Date

Rain O'Connor  
Division/School Dean

11-21-18  
Date

BWMM  
Vice President, Instruction

11/28/18  
Date

[Signature]  
College President

11/28/18  
Date



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EDUCATIONAL TOUR / FIELD STUDY  
TRAVEL CONTRACTOR AGREEMENT

GENERAL TERMS AND CONDITIONS

*Summer 2019 Education Program in Santander, Spain*

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This Agreement is made this 11<sup>th</sup> day of December, 2018 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California (“DISTRICT”) and Travel and Education (T&E) located at 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053 and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled “SPECIFIC DETAILS.”

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

1. **INSTRUCTIONAL SERVICES** – DISTRICT shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pre-trip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour / Field Study Trip.
2. **TRAVEL SERVICES** – TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour / Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled “SPECIFIC DETAILS.” Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
3. **PROMOTIONAL MATERIAL** – TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour / Field Study Trip. Such material shall prominently display the statement: “Instructional Activities provided by Saddleback College or Irvine Valley College.” All travel arrangements are the responsibility of TRAVEL CONTRACTOR.”



Travel Contractor Agreement

4. **PAYMENT BY TRIP PARTICIPANTS** – All payments by Educational Tour / Field Study Trip participants for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by Educational Tour / Field Study Trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

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

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Educational Tour / Field Study Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to our prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Educational Tour / Field Study Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each participant in the Educational Tour / Field Study Trip. In the event an Educational Tour / Field Study Trip is for any reason cancelled prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund in full within ten (10) days, any payments received from Educational Tour / Field Study Trip participants provided, however, that if any Educational Tour / Field Study Trip participants cancel after the date specified for final payment for participation in a particular Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall refund payments within ten (10) days to said Educational Tour / Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

5. **RESTRICTION ON TRIP PARTICIPATION** – All Educational Tour / Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT



Travel Contractor Agreement

PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR / FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION. Prior to the departure of any Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour / Field Study Trip participants, showing name, address emergency contact, and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour / Field Study Trip.

6. **EDUCATIONAL TOUR/FIELD STUDY CORRESPONDENCE** – TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
7. **INDEMNIFICATION** – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney's fees) that any person (including but not limited to Educational Tour / Field Study Trip participants or TRAVEL CONTRACTOR'S employees), or such person's heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR'S activities under this agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.
8. **LIQUIDATED DAMAGES** – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Education Tour / Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour / Field Study Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour / Field Study Trip participants, such breach may cause hardship to the Educational Tour / Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour / Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour / Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated





Travel Contractor Agreement

damages and not a s penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour / Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.

9. **TRAVEL AGENTS** – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.
10. **TRIP CANCELLATION INSURANCE** – TRAVEL CONTRACTOR shall make available to each Educational Tour / Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.
11. **GENERAL LIABILITY INSURANCE** – TRAVEL CONTRACTOR shall for the duration of each Educational Tour / Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour / Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC DETAILS. If the Educational Tour / Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

**LIABILITY INSURANCE – CERTIFICATE OF INSURANCE AND ENDORSEMENT** – TRAVEL CONTRACTOR shall provide the Vice Chancellor of Business Services or designee with a valid certificate of insurance for each Educational Tour / Field Study Trip naming the District as additional insured with a single limit of liability of a minimum of \$5,000,000 with evidence that the policy covers the world-wide exposures of each Educational Tour / Field Study Trip. The certificate shall be submitted with the executed agreement to the Vice Chancellor of Business Services or designee at least fifteen (15) working days prior to commencement of the program.

12. **TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION** – TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT



Travel Contractor Agreement

an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour / Field Study Trip.

13. **TERM** – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour / Filed Study Trip no later than 45 days prior to the departure of the Educational Tour / Field Study Trip (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC DETAILS) if the minimum number of participants specified in SPECIFIC DETAILS fails to sign up for Educational Tour / Field Study Trip. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour / Field Study Trip or may terminate this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or DISTRICT may terminate this Agreement in its entirety in DISTRICT'S sole discretion upon 45 days prior to departure written notice to TRAVEL CONTRACTOR stating that DISTRICT so terminates (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in SPECIFIC DETAILS). The termination or expiration of the Agreement shall not relieve any from the liability arising from breach of this Agreement.
14. **NO ASSIGNMENT/TIME OF ESSENCE/HEIRS AND ASSIGNS** – This agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and insure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
15. **NO MODIFICATION OF AGREEMENT** – This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour / Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.
16. **NOTICE** – Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such



Travel Contractor Agreement

notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.

17. **CONTROLLING LAW** – This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour / Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

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

TRAVEL CONTRACTOR

DISTRICT

Travel and Education (T&E)

South Orange County Community  
College District

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

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

By: \_\_\_\_\_  
Patrizia D'Adamo Roldan

By: \_\_\_\_\_  
Ann-Marie Gabel

Title: \_\_\_\_\_  
Director Travel & Education  
US Operations

Title: \_\_\_\_\_  
Vice Chancellor, Business Services

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

Address: \_\_\_\_\_  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Phone: \_\_\_\_\_  
(215) 396-0235

Phone: \_\_\_\_\_  
(949) 582-4664



## TRAVEL & EDUCATION

### SPECIFIC DETAILS

GENERAL AGREEMENT with SADDLEBACK COLLEGE - SOCCCD

**Four (4) WEEK Immersion Program**

**T&E Accredited Language and Culture Institute**

December 11, 2018

**SANTANDER, Spain**

### **PROGRAM DATES:**

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

<b>US Departure:</b>	Monday, July 01, 2019
<b>Arrive in MADRID and overnight</b>	Tuesday, July 02, 2019
<b>Transfer to SANTANDER</b>	Wednesday, July 03, 2019
<b>Transfer to MADRID and overnight</b>	Friday, August 02, 2019
<b>Transfer to MAD Airport and return to US</b>	Saturday, August 03, 2019

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

- **24 hour / 7 day on-site services of a T&E Coordinator for the duration of the program.**  
SADDLEBACK COLLEGE - SOCCCD'S assigned point person with presence during all group activities and available 24 hours for all group needs.
- **Group flight reservation for roundtrip from Los Angeles Airport (LAX) to Madrid** with one stop and round-trip —\*ONLY AVAILABLE ONCE THE GROUP REACHES 10 PAYING PARTICIPANTS and will be paid for separately. See below.
- **Two (2) nights in Madrid** – one (1) upon arrival and one (1) before departure for US (triple occupancy) with breakfast.
- **Tapas tour in the evening upon arrival in Madrid**
- **Roundtrip group transfers by private bus:** Madrid – Santander -- Madrid
- **Airport transfers at beginning and end of program:** Barajas airport - Madrid hotel - Barajas airport
- **Accommodation in SANTANDER with Spanish families** (2 students per homestay sharing a double room).
- **Three meals per day**, 7 days per week, plus a **weekly laundry service** (additional washes may be arranged with the homestay family for an extra cost).
- **An orientation program in SANTANDER** consisting of an orientation meeting with a T&E representative, local area information, and a walking tour of SANTANDER.
- **Reception and Farewell dinners.**
- **Spanish language immersion courses at the Colegio Unamuno. Five (5) hours of immersion daily, 5 days a week (M-F) from 9am to 2pm. TOTAL 100 hours of immersion.** Level of proficiency and courses to be determined upon completion of on-site placement test. All course materials included and tutoring if necessary.
- **All of the necessary class materials** (textbooks, photocopies and classroom handouts as well as complementary folder).
- **Social and cultural program** including events such as visits to local museums, tapas tours, Mediterranean style cooking classes, flamenco dance lessons, walking visits to local places of interest, lectures on Spanish culture, art and/or literature, viewing of Spanish films, etc...
- **Four (4) Excursions** will be included along with group transportation by private bus, hotel accommodations with breakfast (where applicable), and sightseeing tour of the various cities with

entrances to relevant historical monuments as listed and the services of a T&E tour manager and a professional English-speaking tour guide. Following are possible locations and inclusions:

- **Santander**
- **Santillana del Mar and Comillas**
- **Valle del Pas and Bilbao**
- **Picos de Europa**
- **\$50 non-refundable application fee.**
- **\$80 USD per student** for expenses in Madrid (tapas)
- **Unlimited access to computer lab with free email, printing and internet facilities.**
- **Medical and accident insurance coverage** in Spain during the duration of the program.
- **Local T&E office facilities with classroom space and local staff** available during regular office hours in Spain (9am-2pm and 5pm-8pm)

### **VALUE ADDED BENEFITS**

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

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

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

- **Roundtrip flights between Orange County, CA and Madrid** on the scheduled group flight.
- **T&E can arrange air travel for faculty companions** if they are traveling on the standard group flight. Since airfares change frequently, the cost cannot be determined until the ticket has been booked. Faculty will be billed for any companion tickets and they must be paid for in advance of planned travel. If, for any reason, a faculty member no longer requires an issued ticket, cancellation notification must reach T&E by March 23<sup>rd</sup> 2019, and s/he will need to pay a \$200 cancellation fee. After this date, the ticket is non-refundable and faculty will be responsible for the entire cost. Faculty may charge tickets to a major credit card.
- **T&E will provide the SOCCCD faculty member with housing** in a single room in the hotel in Madrid (arrival night and 1 night prior to departure) and ONE bedroom apartment while in Santander.
- **A pay-as-you-go mobile phone** will be provided for accompanying faculty with courtesy credit of 100 €
- **Local Medical insurance** for the duration of the program while on Spanish soil.
- **Inclusion in Comprehensive insurance policy** as mentioned above.
- **Use of office space** with internet / phone / fax as well as copy machines.

- **Use of classroom space** for group meetings or for the teaching of predetermined SADDLEBACK COLLEGE - SOCCCD course(s). *Limit two (2) hours a week for this offer. Additional hours negotiable.*
- **Full participation on all activities** scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

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

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

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

- **\$4750** US Dollars per participant for an enrollment of **10-15 paying student participants** with ONE (1) faculty administrative visit.
- \$4600 US Dollars per participant for an enrollment of **16 or more paying student participants** with ONE (1) faculty administrative visit.

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

\*TARGET enrollment.

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

### **GROUP FLIGHT COMPONENT**

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

- **Group flight Reservations:**  
T&E offers the option for group flight reservations to ensure your group will travel together. **SADDLEBACK COLLEGE – SOCCCD** will need to meet a minimum sustained enrollment of **ten (10) paying participants in order to qualify**. If you choose this option,
  - A group of ten (10) must be reached by **April 5<sup>th</sup>, 2019**.
  - Students must apply to the T&E program by **April 5<sup>th</sup>, 2019**.
  - A maximum of 15 seats will be held for this group. Additional seats must be contracted separately and may carry a higher cost.
  - **Once applied, everyone will be supplied with a link for T&E flight portal where they can visit to purchase their individual airline ticket.**
  - \*Contracted price per ticket will be made available once the group reaches minimum.
- Students who do not reserve airfare through the suggested student flight option will be responsible for securing their own flight which should arrive before or at the same time as the contracted flight listed in this proposal. It is also their responsibility to check for any possible schedule changes with the T&E contracted itinerary to ensure their arrival coincides with the group. **IMPORTANT NOTE:** ***Transfers to and from the airport will not be provided for students arriving outside of the scheduled transfer time which is based on the T&E contracted flight for the group.***

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

- Airline fees and fuel surcharges



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

#### **OPTIONAL COMPONENTS:**

- **Additional Administrative visits: \$950** per administrative visit for full faculty benefits.
- Single room supplement: \$200 for short term. *This applies only to the homestay component of the academic program.*

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

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

- **T&E** would require SADDLEBACK COLLEGE - SOCCCD to instruct students to apply to the appropriate program via the provided link below.
  - [2019 Online Student Application link for SADDLEBACK COLLEGE - SOCCCD Spain Program](#)
- **A total deposit per student of \$700** (\$450 non-refundable program deposit plus airfare deposit of \$250) must be collected and sent to the T&E office along with a group roster (student names and emails) by **February 28, 2019**. Penalties apply to changed program bookings after this date.
- **Students must purchase the airfare by: TBA**
- **T&E will bill students directly** who will then be responsible keeping up with T&E payment schedule as outlined on the T&E invoice. **All T&E invoices are sent via email only.** Please contact T&E if a hard copy invoice is required.
- **Payment Schedule:**

Payment	Date	Amount Due
<b>Deposit</b>	<b>February 28, 2019</b>	<b>\$700</b>
<b>1<sup>st</sup> Installment</b>	<b>March 22, 2019</b>	<b>\$1500</b>
<b>2<sup>nd</sup> Installment</b>	<b>April 19, 2019</b>	<b>\$1500</b>
<b>Final Payment</b>	<b>May 17, 2019</b>	<b>Final payments due</b>

- Students applying after **April 5<sup>th</sup>, 2019** can only be accepted on a space-available basis and will be enrolled in a land-only program. T&E guidelines set forth in the T&E Application Contract must be followed when making airline reservations in order to take T&E provided transfer services to and from the Barajas Airport in Madrid to the program site. Should the T&E guidelines not be followed, participants will be responsible for their own transportation to or from the Madrid airport and their chosen program site.
- **The assigned SADDLEBACK COLLEGE - SOCCCD accompanying program director must fill out an online form no later than April 5<sup>th</sup>, 2019.** Administrative will be asked a series of questions regarding preferences on communications with the group and other important items. Use the

following link to register: [T&E Accompanying Faculty Application](#). Faculty will then receive a "T&E Welcome Email" which will provide access to their online inscription. **From the online inscription record, faculty will be provided with a link to monitor student enrollment and access student files.**

- The school administration and SADDLEBACK COLLEGE - SOCCCD will promote the program on an appropriate institutional website listing or through the various available institutional outlets in order to ensure student awareness of the program offering at SADDLEBACK COLLEGE - SOCCCD.
- T&E will be invited to present programs to SADDLEBACK COLLEGE - SOCCCD's students and parents on predetermined and agreed upon dates during strategic periods of each academic term and will be provided with dates with sufficient time to plan for attendance. If T&E is unable to attend in person we will offer other options via video conferencing platforms.

### **REFUND POLICY**

Should an individual participant withdraw from the program they must do so in writing to T&E and the following policy will apply based on the date of withdrawal...

<b>If participant withdrawals in writing...</b>	<b>he / she receives...</b>
on or before <b>April 5<sup>th</sup>, 2019</b>	A refund of all fees paid less \$450 non-refundable application fee plus any additional non-refundable deposits paid by the student or by <b>T&amp;E</b> on behalf of the student
After <b>April 5<sup>th</sup>, 2019</b> but before <b>April 12<sup>th</sup>, 2019</b>	A refund of all fees paid less \$450 non-refundable application fee plus an additional \$250 airline deposit as well as any additional non-refundable deposits paid by the student or by <b>T&amp;E</b> on behalf of the student.
After <b>April 12<sup>th</sup> 2019</b> but before <b>April 26<sup>th</sup>, 2019</b> .	A refund of all fees paid less \$450 non-refundable application fee plus an additional \$250 airline deposit and \$1000 processing and insurance plus any other fees incurred by T&E on the students behalf.
After <b>April 26<sup>th</sup>, 2019</b>	No refund

- Once the program has begun students withdrawing receive no refund unless **T&E** suspends the program.
- It is understood that SADDLEBACK COLLEGE - SOCCCD will not cancel the program if the necessary minimum number of participants have not been enrolled by **May 3<sup>rd</sup>, 2019** for summer group participation.
- **Force Majeure:** The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to invoke this paragraph, either Party is unable to perform its obligation, such non-performance shall not be considered a breach of this Agreement. In the event a US Department of State travel warning is issued advising against travel to Spain, SADDLEBACK COLLEGE - SOCCCD may refrain from sending students to Spain and in such event shall only pay for actual and documented costs incurred by Travel & Education for the scheduled program.
- In the case of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Spain or to leave the country if they are already there, **T&E** will:
  - If the program has not started, either make suitable alternative arrangements or cancel the program and refund all fees paid.



- If the program has started, suspend the program and fly the students home. If students are returned home they will receive a prorated rebate of fees paid to T&E for the portion of the program not completed, less the \$200 processing fee, the \$75 insurance premium, the \$95 non-refundable application fee and any costs incurred for flying the student home.
- **Loyalty Clause:** As part of the terms of this agreement, SADDLEBACK COLLEGE - SOCCCD will not actively seek out or accept any offer of a direct relationship with any of the academic institutions or organizations who partner with T&E in Spain to supply academic and/or other services as part of the T&E provided program for the next 3 terms starting from the effective date of this contract.

### **ADDITIONAL CONSIDERATIONS**

If participants are taking immersion courses, each student must take a placement test which will be provided online prior to departure and/or by the host institution at the beginning of the academic program to determine the linguistic ability of the student and they will be placed in accordance to their level. This implies that not all of SADDLEBACK COLLEGE - SOCCCD students will be in the same language classes for the duration of the program. This also implies that if the student is not at the necessary level of proficiency to be accommodated in his/her chosen course options they may not be admitted into those courses and, in turn, be offered appropriate courses for their determined level of proficiency.

Airfare is the responsibility of each individual participant and any accompanying faculty unless otherwise indicated on this contract. T&E guidelines set forth in the T&E Application Contract must be followed when making airline reservations in order to take T&E provided transfer services to and from the Barajas Airport in Madrid to the program site. Should the T&E guidelines not be followed, participants will be responsible for their own transportation to or from the Madrid airport and their chosen program site.

The present agreement is subject to all of the policies, terms and conditions set forth in the T&E brochure and T&E Application Contract.

The present agreement will be valid for the **2018 academic term** with the mutually implicit understanding that T&E and SADDLEBACK COLLEGE - SOCCCD will continue a relationship for the offering of T&E programs to SADDLEBACK COLLEGE - SOCCCD students for both short and long term study abroad options. The present contract will be reviewed and drawn up on an annual basis and will be negotiated at the start of the promotional period for the following academic term.

### **ACCEPTANCE OF PROPOSAL**

**Travel & Education** requires written acceptance of this proposal by **December 11, 2018** in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. Once signed, this document can be sent in its entirety via regular mail to **Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053** or by fax to 215-396-0236. Should a signed agreement not be submitted by the specified due date above and SADDLEBACK COLLEGE - SOCCCD subsequently launches a group program through Travel & Education Corp during term quoted, the formal acceptance of this agreement will be implied and will be binding with the stated terms and conditions.

PROPOSAL ACCEPTED BY \_\_\_\_\_ (please print)  
Name of Authorizing Representative SADDLEBACK COLLEGE - SOCCCD

\_\_\_\_\_  
Signature Authorizing Representative SADDLEBACK COLLEGE - SOCCCD

DATE \_\_\_\_\_

## Spain Travel Advisory

Travel Advisory

January 10,  
2018**Spain - Level 2:  
Exercise Increased  
Caution**

Exercise increased caution in Spain due to terrorism.

Terrorist groups continue plotting possible attacks in Spain. Terrorists may attack with little or no warning, targeting tourist locations, transportation hubs, markets/shopping malls, local government facilities, hotels, clubs, restaurants, places of worship, parks, major sporting and cultural events, educational institutions, airports, and other public areas.

Read the Safety and Security section on the [country information page](#).

If you decide to travel to Spain:

- Be aware of your surroundings when traveling to tourist locations and crowded public venues.
- Follow the instructions of local authorities.
- Monitor local media for breaking events and adjust your plans based on new information.
- Enroll in the [Smart Traveler Enrollment Program \(STEP\)](#) to receive Alerts and make it easier to locate you in an emergency.
- Follow the Department of State on [Facebook](#) and [Twitter](#).
- Review the [Crime and Safety Report](#) for Spain.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Award of Contract for Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services at Saddleback College, Veolia Energy Operating Services, LLC

**ACTION:** Approval

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### **BACKGROUND**

The Saddleback College Central Plant was constructed in 1975 as the source of all the hydronic water on campus. In 2001, the Central Plant was renovated to include a 1.5 MW Cogeneration facility. In 2013, the Central Plant underwent another significant renovation to include a second absorption chiller to support the smaller absorption chiller and the 600-ton and 1,000-ton workhouse centrifugal chillers. This renovation also included new hot water pumps and three new cooling towers to support the ever-growing needs of the campus community. Ongoing maintenance and support is needed to ensure the Central Plant will be a continued source of Saddleback College's power and hydronic water, especially as we add new facilities such as the new athletic complex and stadium, ATAS Building, tennis courts, and the Gateway Building.

### **STATUS**

On October 9, 2018, RFQ&P 2080 Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services at Saddleback was issued by placing advertisements in the OC Register on October 9 and 16, 2018. The RFQ&P document was also made available on the District's website and the District further identified and reached out to seven (7) firms and distributed the RFQ&P to them. Eight (8) companies attended a mandatory job walk on October 18, 2018. On November 7, 2018, two (2) proposals deemed responsive (EXHIBIT B) in conformance to RFQ&P specifications were received to be reviewed by the committee. On November 13, 2018, the committee interviewed the two (2) firms. Based on a combination of qualifications and expertise, demonstrated knowledge and experience, client references and fees, the committee recommends award of contract to Veolia Energy Operating Services, LLC (EXHIBIT A), in the amount not to exceed \$6,026,590 as the lowest cost, best value and fit to the District. In contract negotiations, Saddleback College decided to contract only for items deemed as critical on the Equipment Refresh List. The District has negotiated discounts totaling \$107,129 over the five (5) year term of the contract, beginning January 1, 2019 through December 31, 2023. Funding for these services is available in the Saddleback College General Fund.

The selection committee considered the significant delta between the pricing for the two responsive contractors and determined the following:

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

- Veolia’s pricing was 17% lower than Enwave for auxiliary materials, supplies, and equipment identified in the general maintenance and operations scope as a result of some of the following cost differences:
  - Enwave priced “General and Administrative” costs at \$316,650, whereas pricing was all-inclusive with Veolia.
  - Enwave priced “Chemicals & Emissions Expenses” at \$837,000, whereas pricing was all-inclusive with Veolia.
  
- Veolia’s pricing was 62% lower than Enwave for the items identified on the equipment refresh list as a result of some of the following cost differences:
  - Enwave priced a separate \$100,000 Contingency into their pricing model, whereas pricing was all-inclusive with Veolia.
  - Enwave priced the Engines 1 & 2 vibration damper equipment at \$23,500 whereas Veolia included the item in their pricing for the engine overhauls.
  - Veolia included the centrifugal chillers starter upgrade as part of their pricing for the centrifugal chillers upgrade whereas Enwave priced the item in addition at cost of \$135,500.
  - Enwave priced a company service vehicle at \$23,500 whereas Veolia did not price any additional cost.
  - Veolia’s operators will be performing and/or directly assisting with the labor for the majority of the equipment refresh list.
  
- Veolia’s pricing for Plant Operators was higher than Enwave by \$335,021.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the award of contract to Veolia Energy Operating Services, LLC to provide Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services at Saddleback College for a cost not to exceed \$6,026,590 for a contract period of January 1, 2019 through December 31, 2023.



**Contract for Cogeneration and Central Plant  
Operation, Maintenance, and Environmental  
Compliance Services at Saddleback College**

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**CONTRACT**  
**BETWEEN THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND CONTRACTOR**  
**FOR COGENERATION AND CENTRAL PLANT OPERATION, MAINTENANCE, AND**  
**ENVIRONMENTAL COMPLIANCE SERVICES**

This Agreement, hereinafter referred to as “CONTRACT,” for the Cogeneration and Central Plant Operations and Maintenance Support Services as further described herein is made and entered into as of the date fully executed by and between South Orange County Community College District, a political subdivision of the State of California, hereinafter referred to as “DISTRICT,” and Veolia Energy Operating Services, LLC, with a place of business at 700 East Butterfield Road, Suite 201, Lombard IL, 60148, hereinafter referred to as “CONTRACTOR,” which are sometimes individually referred to as “PARTY” or collectively referred to as “PARTIES.”

**RECITALS**

**WHEREAS**, CONTRACTOR responded to a Request for Qualification and Proposals (RFQ&P) to provide Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services, as further set forth herein; and

**WHEREAS**, the DISTRICT and CONTRACTOR wish to enter into an Agreement for Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services for a period of five (5) years from January 1, 2019 through December 31, 2023.

**WHEREAS**, CONTRACTOR responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFQ&P; and

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

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

**WHEREAS**, CONTRACTOR agrees to deduct fees from invoices for the failure to complete a scope of work task as further set forth in the Schedule of Deductions, attached hereto as **Attachment C** and incorporated herein;

**NOW, THEREFORE**, PARTIES mutually agree as follows:

**ARTICLES**

**General Terms and Conditions:**

- A. Governing Law and Venue:** This CONTRACT has been reviewed and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. Entire CONTRACT:** This CONTRACT, including all, Attachments and Exhibits (except for Exhibit VIII, which is included for informational purposes only), which are attached hereto and incorporated herein by this reference, contains the entire CONTRACT between the PARTIES with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on DISTRICT unless authorized by DISTRICT in writing. Electronic

acceptance of any additional terms, conditions or supplemental contracts by any DISTRICT employee or agent, including but not limited to installers of software, shall not be valid or binding on DISTRICT unless accepted in writing by DISTRICT.

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

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

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

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

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

- G. Warranty:** CONTRACTOR expressly warrants that goods/services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold DISTRICT and its indemnities as identified in **Article "Q"**, and as more fully described in **Article "Q"**, harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by DISTRICT by reason of the failure of the goods/services to conform to such warranties, CONTRACTOR's negligent or unlawful acts, and non-compliance with any applicable state or



federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law. Notwithstanding anything contained herein to the contrary, CONTRACTOR shall not warrant the equipment, material or supplies provided in connection with the Work, unless manufactured or materially altered from its original manufactured state by CONTRACTOR. CONTRACTOR shall assign and pass through to DISTRICT any and all manufacturer warranties.

- H. Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this CONTRACT, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copy-righted materials in the performance of this CONTRACT. CONTRACTOR warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. CONTRACTOR agrees that, in accordance with the more specific requirement contained in Article "Q", it shall indemnify, defend and hold DISTRICT and the DISTRICT INDEMNITEES harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. Assignment or Subcontracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, the performance of this CONTRACT and any portion thereof assigned or subcontracted by CONTRACTOR must be in conformance with **Public Contracting Code 4100 et.al**. Any attempt by CONTRACTOR to assign, subcontract or transfer the performance or any portion thereof of this CONTRACT shall be invalid and shall constitute a breach of this CONTRACT.

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

- a. Transfers: CONTRACTOR shall not transfer, assign, or hypothecate (hereinafter referred to as "Transfer") any interest of CONTRACTOR in the Project Site.
  - b. Bankruptcy Transaction: If CONTRACTOR assumes this CONTRACT and proposes to assign the same pursuant to the provisions of the UNITED STATES BANKRUPTCY CODE, 11 U.S.C. §§101, *et seq.*, then notice of such proposed assignment shall be given to DISTRICT.
    - i. The name and address of proposed assignee,
    - ii. All of the terms and conditions of such offer, and
    - iii. Adequate assurance to DISTRICT of the proposed assignee's future performance under the CONTRACT, including, without limitation, the assurance referred to in the United States Bankruptcy Code, 11 U.S.C. §365(b)(3).
    - iv. Any person or entity to which this CONTRACT is assigned pursuant to the provisions of the United States Bankruptcy Code, 11 U.S.C. §§101, *et seq.*, shall be deemed without further act or deed to have assumed all of the obligations arising under this CONTRACT on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to DISTRICT an instrument confirming such assumption.
- J. Non-Discrimination:** In the performance of this CONTRACT, CONTRACTOR agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. CONTRACTOR acknowledges that a violation of

this provision shall subject CONTRACTOR to all the penalties imposed for a violation of Anti-Discrimination Law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.

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

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

- i. Failure of CONTRACTOR to maintain the quality of service to the satisfaction of DISTRICT as required by Attachment A – Scope of Work in this CONTRACT, after service of a five-day notice to correct the condition.
- ii. Not providing enough properly skilled workers or proper materials.
- iii. Persistently disregarding laws and or ordinances.
- iv. Not proceeding with the work as agreed to herein.
- v. Substantially violating any provision of this CONTRACT.
- vi. A general assignment for the benefit of creditors and any transfer without the prior written approval by DISTRICT.
- vii. The voluntary abandonment or discontinuance of service by CONTRACTOR.
- viii. The violation by CONTRACTOR of any of the terms of any insurance policy referred to in the CONTRACT.
- ix. If CONTRACTOR is found by the OSHA, DSA, AHJ, other government regulatory or successor agency to have committed repeated willful violations of specified safety standards in the conduct of CONTRACTOR's business.
- x. The violation of any written directions of DISTRICT consistent with this CONTRACT.
- xi. The appointment of a receiver to take possession of all, or substantially all, the assets of CONTRACTOR located in the Project Site or of CONTRACTOR's rights in the Project Site.
- xii. CONTRACTOR discontinues operations for 24 hours or more.
- xiii. The failure of CONTRACTOR to obtain from any local, state or federal agency the necessary license or operating permit required for service.

- b. Conditions of Project Site Upon Termination or Default: Except as otherwise agreed to herein, upon termination or default of this CONTRACT, CONTRACTOR shall redeliver possession of said Project Site to DISTRICT in substantially the same condition that existed immediately prior to CONTRACTOR's entry thereon, reasonable wear and tear, flood, earthquakes, war and any act of war, excepted. References to the termination of the CONTRACT in this CONTRACT shall include termination by reason of expiration.
  - c. Disposition of Abandoned Personal Property: If CONTRACTOR abandons or quits the CONTRACT or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to CONTRACTOR and left on the Project Site 15 days after such event shall be deemed to have been transferred to DISTRICT. DISTRICT shall have the right to remove and to dispose of such property without liability therefore to CONTRACTOR or to any person claiming under CONTRACTOR, and shall have no need to account therefore. Personal property left on the Project Site after termination, expiration, or abandonment of the CONTRACT shall not be construed as giving CONTRACTOR possession of the Project Site during the 15 days after termination, expiration or abandonment of the CONTRACT.
  - d. Termination Claim: Upon termination of this CONTRACT, DISTRICT agrees to pay CONTRACTOR for all services performed prior to termination which meet the requirements of CONTRACT and a stipend of \$15,000.00, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in CONTRACT. DISTRICT also agrees to reimburse CONTRACTOR for any funds CONTRACTOR has advanced to DISTRICT in connection with this CONTRACT, including but not limited to, unamortized capital. Upon termination or other expiration of this CONTRACT, each PARTY shall promptly return to the other PARTY all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each PARTY will assist the other PARTY in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each PARTY.
- L. Termination By CONTRACTOR:** In addition to any other remedies or rights it may have by law and those set forth in this CONTRACT, CONTRACTOR has the right to terminate this CONTRACT without penalty immediately with cause. Cause shall be defined as any breach of CONTRACT for which CONTRACTOR provides 10 days' written notice to DISTRICT and DISTRICT does not cure within that period, or any misrepresentation or fraud on the part of DISTRICT. Exercise by CONTRACTOR of its right to terminate this CONTRACT shall relieve CONTRACTOR of all further obligations. The right of either PARTY to terminate this CONTRACT hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.
- M. Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- N. Remedies Not Exclusive:** The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either PARTY to any other remedies provided by law.
- O. Independent Contractor:** CONTRACTOR shall be considered an independent CONTRACTOR and neither CONTRACTOR, employees nor anyone working for CONTRACTOR under this CONTRACT shall be considered an agent or an employee of DISTRICT. Neither the

CONTRACTOR, employees nor anyone working for the CONTRACTOR under this CONTRACT shall qualify for workers' compensation or other fringe benefits of any kind through DISTRICT.

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

**Q. Indemnification and Insurance:**

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

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Project Documents or any document furnished by CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Project Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Project Documents;
- (f) any failure to act in such a manner as to protect DISTRICT and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

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

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

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

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

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

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

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

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

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

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

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

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

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

Coverage	Limits
Commercial General Liability with broad form property damage and Contractual liability	\$4,000,000 combined single limit per occurrence \$8,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

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

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

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

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

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

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

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

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

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

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

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

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

**R. Bills and Stop Notices:** CONTRACTOR shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. In the event of a Stop Notice, CONTRACTOR shall promptly procure the Stop Notice release and, in accordance with the requirements of Article "Q", indemnify, defend, and hold DISTRICT harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

**S. Changes: See Article C.**

**T. Change of Ownership: See Article I.**

**U. Force Majeure:** CONTRACTOR shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to the College Project Manager within 36 hours of the start of the delay and CONTRACTOR avails himself of any available remedies.

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

**V. Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all DISTRICT and DISTRICT-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.

**W. Compliance with Laws:** CONTRACTOR represents and warrants that CONTRACTOR's services shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those policies issued by the DISTRICT's Board in its governmental capacity and all other laws applicable

to the services at the time services are provided to and accepted by DISTRICT. CONTRACTOR acknowledges that DISTRICT is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of Article "Q", CONTRACTOR agrees that it shall defend, indemnify and hold DISTRICT and the DISTRICT INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws. Notwithstanding anything contained herein to the contrary, CONTRACTOR shall not be liable for any violations of law, including any permit violations, not caused by CONTRACTOR's negligence. For example, CONTRACTOR shall not be liable for permit violations resulting from DISTRICT's decision not to repair or replace equipment specified by CONTRACTOR.

- X. **Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, storage, and other services associated with delivery of all products deemed necessary under this CONTRACT. That includes but is not limited to all next day, second day delivery services required by DISTRICT at its discretion to expedite material delivery.
- Y. **Pricing:** CONTRACT price, as more fully set forth in Attachment B – CONTRACTOR'S Pricing, shall include full compensation for providing all required goods or services in accordance with required specifications, or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.
- Z. **Terms and Conditions:** Each PARTY acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney's Fees:** In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This CONTRACT has been reviewed and executed at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the PARTY that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this CONTRACT.



- FF. **Authority:** PARTIES to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by DISTRICT, and hold harmless, DISTRICT, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or DISTRICT or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.
- HH. **DISTRICT's Obligations:** DISTRICT shall provide reasonable means of access to the site. The College Project Manager shall coordinate the operation of its existing facilities at the Project Site to permit CONTRACTOR to perform the work required under the CONTRACT at times agreeable to the College Project Manager. CONTRACTOR shall be permitted to control and/or operate all facilities or equipment necessary to perform the services herein described and beginning at a time and date approved by the Saddleback College Director of Facilities or designee.

Saddleback College shall be responsible to perform the following tasks:

- Supply adequate fuel and water to maintain environmental conditions at the site as specified in the equipment manufacturer's Operation & Maintenance manuals and Waukesha original installation guidelines.
- Saddleback College shall maintain all other equipment that is not covered under the terms of this CONTRACT that has direct relation and effect to the safe and proper operation of the Equipment covered under this CONTRACT in accordance with the equipment manufacturer's Operation & Maintenance manuals.
- Saddleback College shall maintain all service and maintenance records for the Gensets and other equipment used with respect to this CONTRACT, and have them available to CONTRACTOR as required. Such records include, but are not limited to, all records necessary to maintain Saddleback College's permits with the South Coast Air Quality Management District (SCAQMD) and any other governmental agency.
- Saddleback College shall provide access to parking at the site for two (2) CONTRACTOR vehicles; CONTRACTOR shall be responsible to purchase parking permits for all vehicles to be parked on campus.
- Saddleback College will provide storage space for spare parts.

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

Saddleback College shall provide CONTRACTOR with safety information and requirements related to the Project Site, but this information shall in no way relieve the CONTRACTOR of

any and all safety requirements by others. The CONTRACTOR shall provide as post award submittals, both a Health and Safety manual and a Personal Protective Equipment manual to be kept on file without review with the College.

**Additional Terms and Conditions:**

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

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

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

- (a) The adoption, amendment, promulgation, issuance, modification, repeal or written change in administrative or judicial interpretation of any law on or after the date of this CONTRACT;
- (b) The order or judgment of any governmental body issued on or after the date of this CONTRACT (unless such order or judgment is issued to enforce compliance with law which was effective as of the date of this CONTRACT) to the extent such order or judgment is not the result of willful or negligence action, error or omission or lack of reasonable diligence of CONTRACTOR or DISTRICT, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good faith or the failure in good faith to contest any such order or judgment shall not constitute or be construed as such a willful or negligent action, error or omission or the lack of reasonable diligence; and
- (c) The imposition of a term, condition or requirement which is more stringent or burdensome than the CONTRACT requires in connection with the issuance, renewal of, any governmental approval, to the extent that such occurrence is not the result of willful or negligent action, error or omission or a lack of reasonable diligence of the CONTRACTOR or DISTRICT, whichever is asserting the occurrence of a Change in Law; provided, however, that the contesting in good

faith or the failure in good faith to contest any such occurrence shall not be construed as such a willful or negligent action or lack of reasonable diligence.

3. **CONTRACT Term:** This CONTRACT shall be effective January 1, 2019 and shall continue for five (5) years from that date unless otherwise terminated.
4. **Faithful Payment and Performance Bonds:** CONTRACTOR will provide to DISTRICT a Faithful Payment and Performance Bond in an amount equal to 100 percent of the 5-Year CONTRACT amount. Bonds must be submitted to DISTRICT on DISTRICT-provided forms within seven (7) calendar days of award notification and prior to the official CONTRACT award. Prior to the provisions of services under this CONTRACT, CONTRACTOR agrees to purchase the required bond at CONTRACTOR's expense and to deposit with DISTRICT the required bond necessary to satisfy DISTRICT requirements and to keep such bond on deposit with DISTRICT during the entire term of this CONTRACT. Said bond shall be secured from an admitted surety company authorized to conduct surety insurance in California and satisfactory to DISTRICT Risk Management and in accordance with the General Conditions.

If any surety upon any bond furnished in connection with this CONTRACT becomes unacceptable to DISTRICT, or if any such surety fails to furnish reports as to its financial condition from time to time as requested by DISTRICT, CONTRACTOR shall promptly furnish such additional security as may be required by DISTRICT from time to time to protect the interests of DISTRICT and of persons supplying labor or materials in the prosecution of the work contemplated by this CONTRACT.

DISTRICT shall return bonds to CONTRACTOR after successful completion of all CONTRACTOR's obligations and services required under the CONTRACT.

5. **Adjustments – Scope of Work:** Subject to the provisions of Section 2, no other adjustments made to the scope of work will be authorized or paid for without prior written approval of DISTRICT.
6. **DISTRICT Security:** CONTRACTOR, CONTRACTOR's employees and CONTRACTOR's subcontractors must sign for Saddleback College keys and purchase parking passes for each vehicle parked on campus.
  - a. **Driving Endorsement:** In addition to obtaining College keys, CONTRACTOR's staff must also purchase parking passes for each vehicle parked on campus. The parking passes must be obtained from the campus police office within 30 days of CONTRACT execution, unless other arrangements have been coordinated by Saddleback Colleges' Director of Facilities or designee in writing.
  - b. **Identification:** DISTRICT requires that each contractor's person be identifiable at all times and display contractor ID.
    - i. All persons within the operation areas of Saddleback College are required to display, on their person, a contractor ID.
    - ii. The loss of an ID shall be reported within 24 hours to the Saddleback College Police and the Saddleback College Maintenance Department (949)582-4880.
    - iii. CONTRACTOR shall submit the names, addresses, and driver's license numbers for all CONTRACTOR personnel who will be engaged in work under this CONTRACT to the Saddleback College Maintenance department within 14 days after award of the CONTRACT or within seven days after the start of any new CONTRACTOR personnel and/or prior to the start of any work.

7. **Civil Rights:** CONTRACTOR attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **Conditions Affecting Work:** CONTRACTOR shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this CONTRACT and to know the general conditions which can affect the work or the cost thereof. Any failure by CONTRACTOR to do so will not relieve CONTRACTOR from responsibility for successfully performing the work without additional cost to DISTRICT. DISTRICT assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by DISTRICT are expressly stated in the CONTRACT.
9. **Conflict of Interest – CONTRACTOR's Personnel:** CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of DISTRICT. This obligation shall apply to CONTRACTOR; CONTRACTOR's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. DISTRICT has and, maintains a zero tolerance gift policy. CONTRACTOR's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of DISTRICT.
10. **Conflict of Interest – DISTRICT Personnel:** DISTRICT's Board policy prohibits its employees from engaging in activities involving a conflict of interest. CONTRACTOR shall not, during the period of this CONTRACT, employ any DISTRICT employee for any purpose.
11. **Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this CONTRACT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of CONTRACTOR or bona fide established commercial or selling agencies maintained by CONTRACTOR for the purpose of securing business.

For breach or violation of this warranty, DISTRICT shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from CONTRACTOR.

12. **CONTRACT Disputes:** PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by CONTRACTOR's Project Manager and DISTRICT, such matter shall be brought to the attention of DISTRICT's Executive Director of Procurement, Central Services, and Risk Management by way of the following process:
  - a. CONTRACTOR shall submit to DISTRICT a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this CONTRACT, unless DISTRICT, on its own initiative, has already rendered such a final decision.
  - b. CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, CONTRACTOR shall include

with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the contract adjustment for which CONTRACTOR believes DISTRICT is liable.

- c. Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, CONTRACTOR agrees to diligently proceed with the performance of this CONTRACT, including the delivery of goods and/or provision of services. CONTRACTOR's failure to diligently proceed shall be considered a material breach of this CONTRACT. Any final decision of DISTRICT shall be expressly identified as such, shall be in writing, and shall be signed by DISTRICT's Executive Director of Procurement, Central Services, and Risk Management or his/her designee. If DISTRICT fails to render a decision within 90 days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions. DISTRICT's final decision shall be conclusive and binding regarding the dispute unless CONTRACTOR commences action in a court of competent jurisdiction to contest such decision within 90 days following the date of DISTRICT's final decision or one year following the accrual of the cause of action, whichever is later.
13. **CONTRACTOR's Expense:** CONTRACTOR will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on DISTRICT sites during performance of work and services under this CONTRACT.
14. **CONTRACTOR's Personnel:** CONTRACTOR warrants that all persons employed to provide service under this CONTRACT have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this CONTRACT and possess sufficient experience and/or education to perform the services requested by DISTRICT. CONTRACTOR's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, required by DISTRICT.
15. **CONTRACTOR's Project Manager and Key Personnel:** CONTRACTOR shall appoint a Project Manager to direct CONTRACTOR's efforts in fulfilling CONTRACTOR's obligations under this CONTRACT. This Project Manager shall be subject to approval by DISTRICT and shall not be changed without the written consent of DISTRICT, which consent shall not be unreasonably withheld.

CONTRACTOR's Project Manager and CONTRACTOR personnel shall be assigned to this project for the duration of this CONTRACT and shall diligently pursue all work and services to meet the project time lines. DISTRICT shall have the right to require the removal and replacement of CONTRACTOR's Project Manager from providing services to DISTRICT under this CONTRACT. DISTRICT shall notify CONTRACTOR in writing of such action. CONTRACTOR shall accomplish the removal within three (3) business days after written notice by DISTRICT. DISTRICT shall review and approve the appointment of the replacement for CONTRACTOR's Project Manager. DISTRICT is not required to provide any additional information, reason or rationale in the event it elects to request the removal of CONTRACTOR's Project Manager from providing services to DISTRICT under this CONTRACT.
16. **CONTRACTOR's Power and Authority:** CONTRACTOR warrants that it has the full power and authority to grant the rights herein granted and will hold DISTRICT hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, CONTRACTOR avers that it will not enter into any arrangement with any third party which might abridge any rights of DISTRICT under this CONTRACT.

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

Regarding handicapped persons, CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. CONTRACTOR agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by the professional(s) identified by CONTRACTOR as Project Manager and CONTRACTOR personnel attached hereto, prior to submission to DISTRICT. CONTRACTOR agrees that DISTRICT review is discretionary and CONTRACTOR shall not assume that DISTRICT will discover errors and/or omissions. If DISTRICT discovers any errors or omissions prior to approving CONTRACTOR's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should DISTRICT or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after DISTRICT approval thereof, DISTRICT approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between DISTRICT and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.
23. **Existing Site Conditions:** Information respecting this site of work given in Scope of Work, drawings, and/or specifications has been obtained by DISTRICT's representatives and DISTRICT believes it to be reasonably correct, but DISTRICT does not warrant either the completeness or accuracy of such information, and it is the responsibility of CONTRACTOR to verify all such information.
24. **Expenditure Limit:** CONTRACTOR shall notify the Saddleback College Manager in writing when expenditures against CONTRACT reach 75% of the dollar limit on the CONTRACT. DISTRICT will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the CONTRACT unless an amendment to cover those costs has been issued.
25. **Firm Fixed Level Pay Price Quotes:** Prices quoted herein shall be firm, fixed and level for the period of CONTRACT.
26. **Gratuities:** CONTRACTOR warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of DISTRICT with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, DISTRICT shall have the right to terminate CONTRACT, either in whole or in part, and any loss or damage sustained by DISTRICT in procuring on the open market any services which CONTRACTOR agreed to supply shall be borne and paid for by CONTRACTOR. The rights and remedies of DISTRICT provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.
27. **Hazardous Conditions:** Whenever CONTRACTOR's operations create a condition hazardous to traffic or to the public, CONTRACTOR shall provide flagmen and furnish, erect and maintain control devices as are necessary to prevent accidents or damage or injury to the public at CONTRACTOR's expense and without cost to DISTRICT. CONTRACTOR shall comply with DISTRICT directives regarding potential hazards.
28. **Headings Not Controlling:** Headings used in the CONTRACT are for reference purposes only and shall not be considered in construing this CONTRACT.
29. **Inspections:** DISTRICT or its authorized representative shall have the right at all reasonable times to inspect the operation to determine if the provisions of this CONTRACT are being complied with.
30. **Meet and Confer.** DISTRICT and CONTRACTOR hereby agree to meet and confer in good faith in order to resolve any difference affecting the work that may arise during the course of this CONTRACT.

31. **Ownership of Documents:** DISTRICT has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by CONTRACTOR. All documents, reports, work product, intellectual property and other incidental or derivative work or materials furnished hereunder shall become, and remain, the sole property of DISTRICT, may be used by DISTRICT as it may require without additional cost to DISTRICT, and shall be turned over to DISTRICT upon demand. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by CONTRACTOR for any other purpose without the express written consent of DISTRICT.
32. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this CONTRACT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by DISTRICT, except as necessary for the performance of the services of this CONTRACT. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by DISTRICT unless otherwise agreed to by both PARTIES.
33. **Relationship of PARTIES:** The relationship of the PARTIES hereto is that of DISTRICT and CONTRACTOR, and it is expressly understood and agreed that DISTRICT does not in any way or for any purpose become a partner of CONTRACTOR in the conduct of CONTRACTOR's business or otherwise, or a joint venture with CONTRACTOR; and the provisions of this CONTRACT and the contracts relating to fees payable hereunder are included solely for the purpose of providing a method by which fee payments are to be measured and ascertained. This CONTRACT is intended for the sole benefit of the PARTIES hereto and their successors, and, unless otherwise provided herein, or by law, no rights are created, or are intended to be created, for the benefit of, or enforceable by, any third parties.
34. **Reports/Meetings:** CONTRACTOR shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this CONTRACT. The Saddleback College Manager and CONTRACTOR's Project Manager will meet weekly, monthly and quarterly, and on reasonable notice to discuss CONTRACTOR's performance and progress under this CONTRACT. If requested, CONTRACTOR's Project Manager and other project personnel shall attend all meetings. CONTRACTOR shall provide such information that is requested by DISTRICT for the purpose of monitoring progress under this CONTRACT.
35. **Right to Audit/Records:**
  - a. **Defined:** "CONTRACTOR's records" as referred to in this CONTRACT shall include any and all information, materials, and data of every kind and character in any format, including, but not limited to: records, accounts, financial transactions, books, papers, documents, recordings, notes, daily logs, supervisor reports, receipts, vouchers, memoranda, time sheets, time cards or other employee time tracking methods, payroll registers, payroll records, cancelled payroll checks, certified payroll, employee schedules (or other means of informing employees of their work schedules), any and all other agreements, sources of information and matters that may in DISTRICT's sole discretion have any bearing on or pertain to any matters, rights, duties, or obligations under or covered by the CONTRACT, and any other of CONTRACTOR's records which may have a bearing on matters of interest to DISTRICT in connection with CONTRACTOR's dealings with DISTRICT to the extent necessary to adequately permit evaluation and verification of any or all of the following:
    - i. Accuracy of amounts billed to DISTRICT for services provided by CONTRACTOR.
    - ii. Compliance with any requirement in this CONTRACT.



- b. Availability: CONTRACTOR's records shall upon reasonable notice be open to inspection and subject to audit, review, and/or reproduction during normal business working hours at one location within the limits of Saddleback College in the State of California. Such audits may be performed by DISTRICT or an outside representative engaged by DISTRICT.

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

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

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

- c. Period: DISTRICT or its designee may conduct such audits or inspections throughout the term of this CONTRACT and for a period of three (3) years after final payment or longer if permitted by law
- d. Methodology: DISTRICT or its designee may, without limitation by CONTRACTOR, conduct verifications including, but not limited to, inspection of records, observation of CONTRACTOR's employees in or about DISTRICT Premises, and verification of information and amounts through interview and/or written communications with CONTRACTOR's employees or subcontractors.
- e. Maintenance: CONTRACTOR shall, at all times during the term of this CONTRACT, keep or cause to be kept true, complete records and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted by the CONTRACT.
- f. Retention: All records shall be retained by CONTRACTOR for a period of the balance of the fiscal year in which the record was created, recorded, or otherwise prepared, plus five (5) years regardless of when this CONTRACT expires or CONTRACT terminated.

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

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

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

Once an accounting year is established, it shall be continued through the term of the CONTRACT unless the DISTRICT Auditor-Controller specifically approves in writing a different accounting year. The DISTRICT Auditor-Controller shall only approve a change in

accounting years in the event of undue hardship being placed on CONTRACTOR, and not because of mere convenience or inconvenience.

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

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

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

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

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

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

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

37. **Stop Work:** DISTRICT may, at any time, by written stop work order to CONTRACTOR, require CONTRACTOR to stop all or any part of the work called for by this CONTRACT for a period of 90 working days after the stop work order is delivered to CONTRACTOR and for any further period to which PARTIES may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop order, CONTRACTOR shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 working days after a stop work order is delivered to CONTRACTOR or within any extension of that period to which PARTIES shall have agreed, DISTRICT shall either:
  - a. Cancel the stop work order; or
  - b. Terminate CONTRACT immediately in whole or in part in writing as soon as feasible. DISTRICT is not required to provide 30 days' notice of the termination of the CONTRACT to CONTRACTOR if a stop work has been issued.
38. **Title to Data:** All materials, documents, data or information obtained from DISTRICT data files or any DISTRICT medium furnished to CONTRACTOR in the performance of this CONTRACT will at all times remain the property of DISTRICT. Such data or information may not be used or copied for direct or indirect use by CONTRACTOR after completion or termination of this CONTRACT without the express written consent of DISTRICT. All materials, documents, data or information, including copies, must be returned to DISTRICT at the end of this CONTRACT.
39. **Validity:** If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
40. **Waiver of Rights:** The failure of DISTRICT or CONTRACTOR to insist upon strict performance of any of the terms, covenants or conditions of this CONTRACT shall not be deemed a waiver of any right or remedy that DISTRICT or CONTRACTOR may have, and shall not be deemed a waiver of the right to require strict performance of all the terms, covenants and conditions of the CONTRACT thereafter, nor a waiver of any remedy for the subsequent breach or default of any

term, covenant or condition of this CONTRACT. Any waiver, in order to be effective, must be signed by the PARTY whose right or remedy is being waived.

41. **Craft Labor Time Records:** CONTRACTOR shall keep full, true and accurate records of the names and actual hours worked by the respective workers and laborers employed under this CONTRACT in accordance with California Labor Code and shall allow access to and provide upon request certified payroll to DISTRICT, its agents or representatives and to any person having the authority to inspect the same as contemplated under the provisions of said California Labor Code, or when requested by DISTRICT.
42. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, CONTRACTOR shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this CONTRACT. Rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlrs/DPreWageDetermination.htm>. CONTRACTOR shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. CONTRACTOR shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.
43. **Wages Rates:** CONTRACTOR shall post a copy of wage rates at the job site and shall pay the adopted prevailing wage as a minimum. CONTRACTOR shall comply with the provisions of Part 7, Chapter n of the California Labor Code including Section 1773, 1774, 1775, 1776, 1813, and 1815 of the Labor Code.
44. **Wage Rate Penalty:** Pursuant to the provisions of Section 1773 of the Labor Code of the state of California, CONTRACTOR shall forfeit to DISTRICT, as a penalty, the sum identified within the Labor Code for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for work done under this CONTRACT, by CONTRACTOR or by subcontractors, in violation of the provisions of this CONTRACT. This shall be in addition to any imposed fees, penalties or fines imposed by the enforcement of the California Labor Code by other agencies.
45. **Withholding of Wage Differentials:** DISTRICT may withhold from CONTRACTOR as much of any accrued payments as may be necessary to pay laborers, craft workmen and mechanics employed on the Project any difference between the rate of wages required to be paid pursuant to California law and the rate of wages actually paid to such laborers, craft workmen and mechanics.
46. **Limitation of Liability; Mitigation of Damages:** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, IT IS EXPRESSLY AGREED, TO THE FULLEST EXTENT PERMITTED BY LAW THAT, REGARDLESS OF WHETHER A CLAIM FOR INDEMNIFICATION OR LIABILITY ARISES AS A RESULT OF BREACH OF CONTRACT, TORT, STATUTE, GUARANTY, WARRANTY, PRODUCT LIABILITY, INDEMNITY, CONTRIBUTION, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY:
  - a. CONTRACTOR'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS CONTRACT SHALL BE LIMITED TO ONE MILLION DOLLARS (\$1,000,000), PLUS ANY AVAILABLE PROCEEDS FROM INSURANCE REQUIRED BY THIS CONTRACT UP TO THE SPECIFIED LIMITS AS STIPULATED THE INSURANCE PROVISIONS IN ARTICLE Q (THE "LIABILITY CAP"); PROVIDED THAT THE FOREGOING LIMITATION SHALL NOT APPLY TO ANY LOSSES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF CONTRACTOR OR CONTRACTOR'S SUBCONTRACTORS, EMPLOYEES OR AGENTS IN BREACH OF CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT;

- b. NEITHER PARTY SHALL BE ENTITLED TO CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OR FOR DAMAGES DUE TO LOST PROFITS;
  - c. EACH PARTY'S LIABILITY AS AN INDEMNIFYING PARTY SHALL BE REDUCED TO THE EXTENT THAT THE INDEMNIFIED PARTY HAS BEEN INDEMNIFIED FOR THE RELEVANT LOSSES BY A THIRD PARTY (INCLUDING INSURERS); AND
  - d. EACH PARTY AGREES TO TAKE REASONABLE COMMERCIAL EFFORTS TO MITIGATE AND/OR REDUCE ANY LOSSES WHICH IT MAY SUFFER OR INCUR AND FOR WHICH IT IS SEEKING OR MAY SEEK INDEMNIFICATION.
47. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Saddleback College's Manager and CONTRACTOR's Project Manager routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate PARTY at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

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

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

CONTRACTOR: Veolia Energy Operating Services, LLC  
700 East Butterfield Road, Suite 201  
Lombard IL, 60148

Cc: Veolia North America  
Attn: General Counsel  
53 State Street, 14<sup>th</sup> Floor  
Boston, MA 02109

48. **Counterparts:** This CONTRACT may be executed in several counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument, and delivery of the counterparts may be effected by means of electronic transmission (including .PDF) with the same effect as if original copies had been delivered.

[SIGNATURE PAGES FOLLOW]

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

\*\*\*\*\*

**\*\* CONTRACTOR**

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

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

**DISTRICT AUTHORIZED SIGNATURE:**

Signature	Ann-Marie Gabel, Vice Chancellor, Business Services	Print Name	Title
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Date Board Approved on: \_\_\_\_\_

**APPROVED AS TO FORM**

## **ATTACHMENT A SCOPE OF WORK**

### **Introduction**

Services to be provided shall include the operation and maintenance of: Power generation equipment while achieving and maintaining compliance with emissions limits specified under the SCAQMD permit. Operate and maintain all the central plant equipment including but not limited to the Chilled and Hot water systems, High, Medium, and low voltage power distribution systems inside the Central Plant (CP), Main Power House (SDG&E point of connection) and the 12kV substations and cabling above and below grade campus wide. All power generation related infrastructure (i.e. Cable, cable testing, communication cabling, fiber, battery charging circuits, interlocks, emergency generators portable and stationary...) between the Central Plant (CP) and Main Power House. This includes, but is not limited to the supply, support, procurement, remote systems monitoring, equipment monitoring, emissions equipment, emissions monitoring and service, necessary upgrades, preventive maintenance and periodic servicing, fuel management, equipment overhaul, maintenance, repair, replacement, the completion of all required forms including the California Energy Commissions' CEC-1304, and complete central plant operation.

The CONTRACTOR agrees to collect and assemble all the data as necessary to generate the Saddleback College AQMD Annual Emission Report (AER).

For this scope of work, the CONTRACTOR agrees to provide cost effective, responsive, reliable, safe, environmentally responsible service for the operations, maintenance, equipment replacement, and monitoring of the Central Plant and its equipment pursuant to the scope of work. The CONTRACTOR will review the Standard Operating Procedures (SOP) for recommendations and implementation methodologies and procedures for:

- a. Central Plant Start-Up
- b. Operating and Maintenance Program
- c. Safety and environmental procedures
- d. CMMS generated PMs and CMs
- e. Compliance and emissions limits
- f. Conformance with equipment manufactures warranties and specified maintenance intervals and requirements for maintaining equipment with Original Equipment Manufacturer (OEM) parts
- g. Documentations and reporting
- h. Maintaining a 95% off peak uptime and a 99.9% on peak and semi peak uptime

At the start of the contract the CONTRACTOR will re-evaluate the existing equipment and develop a new list of SOP to enhance the operational up-time. The CONTRACTOR will maintain a complete library of equipment manuals so as to operate the plant with optimal efficiency per the manufactures guidelines.

The generators are currently designed to operate on a 24/7 basis, the College understands that the successful proposer will need to familiarize themselves with the normal operation of the Central Plant before making recommendations for the most efficient and economical way to operate the plant.

Therefore, the CONTRACTOR will run the CP, as currently operated, for a period of six (6) months to allow the CONTRACTOR time to analyze the characteristics of the CP operations including seasonal shifts, and determine if there are changes to the plant control scheme, equipment operational parameters that will result in a decrease of purchased utilities, and or an increase to plant efficiencies or reduced operating cost to the college. Following the six

(6) month evaluation period, twice each year, in March and September, CONTRACTOR can formally propose recommended changes that might result in a net cost reduction in KWh and KW demand costs to the College. Items that can be considered for operational modification include, but are not exclusive to:

1. Generator shutdown
2. Generator loading / unloading sequencing
3. Generator load levels reset by time of day or date
4. Chilled and or Hot Water supply temperature set points or differential pressures, set point resets
5. Air Handler discharge temperature set point resets

Any changes which could involve conditions that could result in the CP operating outside of SCAQMD permit specifications or that violate any Federal, State, or local environmental ordinances, will not be considered, and should not be recommended.

CONTRACTOR shall prepare all required reporting including the monthly report and affidavit showing detailed cost summaries for energy production and fuel usage. These documents will contain data related to monthly KW production, monthly KW SDG&E Import, SoCal Gas Import, and monthly natural gas usage and KWh the college is spending for energy.

## **II - Central Plant Description**

The CP currently provides 1.5 Megawatts of electrical power, hydronic hot water and chilled water for campus wide heating and cooling. The plant was designed with an “n+1” philosophy and DISTRICT expectation is this philosophy to be maintained through the duration of this CONTRACT. Any one of the major components, such as a generator, chiller, or main pump, can be out of commission at any time and the plant will still be able to provide electrical power adequate to the demand as well as chilled and hot water for heating and cooling.

The plant has a tie into San Diego Gas and Electric (SDG&E) for 12kV electrical service, metered at Time of Use – ALTOU-Industrial rate schedule.

The CP includes the following major components:

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



3. Chemical Treatment
  - a. Chemical controller and chemical feed system
4. Emissions Control and Monitoring
  - a. Two (2) emission control systems from Emission Compliant Controls Corporation consisting of:
    - i. Silencers and catalyst
    - ii. ECOM J2KN Pro Gas Analyzer
    - iii. Probes
5. Chilled Water Production
  - a. One (1) York 600-ton Centrifugal Chiller
  - b. One (1) York 1000-ton Centrifugal Chiller
  - c. One (1) Thermax 375 ton LT38T High Efficiency, PROCHILL®, Hot water fired Absorption chiller
  - d. One (1) Broad 400-ton Single Effect, Hot Water Absorption Chiller
  - e. Pumps, Control Valves, and Variable-Frequency Drives (VFDs)
  - f. Refrigerant Monitoring/Alarm system
  - g. Chemical controllers and feed systems (Wallchem)
  - h. Cooling tower chemical treatment
  - i. Cooling tower water filtration sand filter
  - j. Thermal Energy Storage, TES tank (currently inactive, requires testing and monitoring for future use)
    - i. Pumps
    - ii. Dehumidifier
    - iii. Bottled Salt Medium
    - iv. Monitor – Water levels and Salt Content monthly
6. Heat Rejection
  - a. Two (3) BAC Cooling Towers
  - b. Two (2) Cane engine exhaust heat exchangers
  - c. Two (2) Engine jacket water plate heat exchangers
  - d. Two (2) Engine auxiliary water heat exchangers
  - e. Jacket Water Radiators
  - f. Pumps, Control Valves, and VFDs
7. Engine Room Space Cooling
  - a. Four (4) Roof mounted Direct Evaporative Coolers
  - b. Two (2) Roof mounted Exhaust Fans
  - c. All other roof ventilation
8. Electrical Switchgear and Chiller Room Cooling
  - a. Six (6) Exhaust Fans
  - b. All other roof ventilation
9. Building automation system

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

10. Sewage Ejection Pump Station

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

11. Fire Alarm

Notifier (maintained by the college)

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

- a. Chilled Water System:
  - i. The purpose of the chilled water system is to provide chilled water to the college campus air handling units and related systems.
  - ii. The CP Chilled Water (CHW) system is a primary-secondary loop arrangement.
  - iii. The chilled water system consists of absorption and centrifugal chillers controlled by the Computrols Energy Management System.
    - 1. The absorption chillers can act as primary cooling, or pre-cooler for the centrifugal chillers and are pipe in a “series”, “series counter flow” configuration upstream of the centrifugal chillers. When campus wide thermal

load permits, the absorption chiller(s) can satisfy the chilled water production requirements.

- 2. During thermal loads in excess of 375 tons, the 600-ton centrifugal chiller will run in series when the load permits with the absorption chiller to satisfy the campus wide thermal load.

- b. Condenser Water System

The purpose of the Condenser Water System is to provide cooling water for the absorption and centrifugal chiller condensers.

- c. Engine Waste Heat Rejection System/Hot Water Production

- 1. Engine jacket water and exhaust heat are captured with plate exchangers and Cane exhaust heat capture systems and is used in conjunction with the gas fired boilers when necessary to heat the campus wide hot water loop, thereby satisfying the colleges’ need for building heat, domestic hot water and pool heating.
  - 2. The Hot Water System is a closed loop water system.

- d. Electronic Control Systems

- i. The purpose of the electronic control systems is to manage both chilled/hot water production as well as controlling pressures and flow.

- e. Building Automation System

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

### **III - Power House, 12kV Substations and HV-1 and HV-2 Cabling**

- a. The components and sub-systems contained within and between the CP and the campus Power House, including all of the 12 kV electrical cables, switches, interconnecting cabling, oil and air cooled transformers are a part of the proposer's maintenance responsibilities, and required to be included in your RFP response. This is limited to the following:
  - i. Power House
  - ii. Central Plant

#### **IV - Emergency Standby Generators**

- a. The maintenance and repair of the campus wide emergency standby generators, both stationary and portable shall be maintained to the manufactures guidelines and services interval with OEM part unless otherwise approved in writing
- b. Testing and documentation shall be in line with AQMD permitting and AER reporting requirements, this includes all logs (runtime, fuel usage and maintenance)
  - i. All generators will be tested monthly

#### **V – On Site Staffing and Response Times**

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

CONTRACTOR shall have a College approved documented process in place for responding in the event of an abnormal, alarm, or emergency condition as defined as follows within 2 hours:

- a. Abnormal - situation where the generation system or a subsystem is operational but requires a technician response.
- b. Alarm - situation where a condition with the generation system or a subsystem has caused a partial shutdown of the equipment.
- c. Emergency - situation where the equipment has failed to operate or is in imminent danger of catastrophic damage if not immediately attended to.
- d. CONTRACTOR agrees to maintain continuous full time staffing between the hours of 7am to 4pm Monday through Friday through the duration this CONTRACT, and that the proposal reflects the following staffing:

OPTION 2: Two (2) Full-Time Engen/Plant Operators

#### **VI - Description of refresh equipment and systems by year**

Include in the RFP response, all costs for the replacement of the systems and or equipment as outlined **Attachment B – Refresh Equipment**, in addition to all other previously outlined requirements.

At CONTRACTOR's cost, CONTRACTOR will replace the systems and equipment set forth on Attachment B – Table B1 on a schedule to be mutually agreed upon by both parties.

At DISTRICT'S request, CONTRACTOR will replace the systems and equipment set forth on Attachment B – Table B2 at the cost set forth on Attachment B –Table B2. For the sake of clarity, a request by DISTRICT to replace an item set forth on Attachment B – Table B2 shall constitute a Change in Scope governed by Section 2.3 of the Agreement.

## **VII - Plant Familiarization, Takeover and Transition**

The CONTRACTOR will train themselves on the operation of the existing equipment and procedures including review of existing equipment, equipment documentation, equipment manuals, warranties, and emissions guarantees and will develop a written qualification program for new operators. All new operators need to complete qualifications training with three months from notice to proceed. Documentation of satisfactory completion shall be provided to DISTRICT no later than 10 days from completion.

## **VIII - Plant Operations**

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

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

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

1. Power Generation:
  - i. Power generation control is managed through the use of 3 each networked Ahm Bradley PLCs with a Wonderware "InTouch" front end.
  - ii. Prior to the gensets actually starting, a "request to start" signal can be sent to the Alan Bradley PLCs from the Wonder Ware GUI. The Alan Bradley PLCs will start up and control the set points for the pump outputs and pre-lubrication system start. After pre-lubrication is complete, the Alan Bradley PLC provides a Generator Start Permissive for generator operations and enables the manual start button on the front of the PLC and the wonder ware software start.
  - iii. The Generator main breaker will send a signal to close ready for paralleling operation. Each Generator shall be set to Minimum Output of 250KW (33% of the generator capacity) and the maximum normal output of 750K W (100% of generator capacity).

The plant will be required to import a minimum of 5 percent of kW demand from SDG&E during operation and will load follow on a continuous basis. Both engines will be started and synchronized. The utility import load shall be slowly ramped down to a value of 5% of demand and will continue to load follow. When the Load Demand exceeds 1500kW the college will import additional power for the utility as needed.

- iv. CONTRACTOR shall ensure the gensets are operated under required loads and in such way as to provide the required electrical power in an economical and efficient manner and so as to promote the longevity of the gensets. Operation will include the monitoring and management not only of the gensets themselves but also all associated switchgear, synchronization gear, main distribution panels and cabling and connections between gensets and distribution panels and the Main Campus Power House; as well as the operation, testing and documentation of the emissions systems. CONTRACTOR shall maintain a log of operating hours for every genset and associated emissions equipment as required by AQMD rule 1110.2, C.A.R.B. as well as shall complete annual California Energy Commission California power plant owners CEC~1304 documentation.

2. Chilled Water Operation:

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

3. Chilled Water Delivery

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

4. Hot Water Delivery

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

5. Hot Water Operations
  - i. Minimum Utilization of Waste Heat
    - a. The chilled water absorption chiller(s) must use waste heat from the engines
    - b. The maximum heat therms must be directed to the hot water loop while maintaining the engines operation within the engine manufactures operating specifications
6. Operating Constraints
  - i. SCAQMD Permit
    - a. Permit requires emissions monitoring.
  - ii. Engine Emissions and Emissions Reduction Requirements
    - a. The engine's exhaust (before the oxidation catalyst) Nitrogen (NO<sub>x</sub>), Carbon Monoxide (CO), Volatile Organic Hydrocarbons (VOCs) and Oxygen (O<sub>2</sub>) concentrations, and flow rate shall not fluctuate by more than the limits specified in the applicable SCAQMD permit.
7. Air Quality Engine Permit Emission Limitations
  - i. At all times, engine emissions to the atmosphere from each engine system shall not exceed permit limits.
  - ii. Except during cold start-up, not to exceed 20 minutes
  - iii. Source testing shall be conducted annually and for a minimum of 60 minutes. Testing shall be done for at least 30 minutes during normal operation (actual duty cycle) in addition, testing shall be done for NO<sub>x</sub> and CO emissions for at least 15 minutes at: An engine's peak load, or the maximum load that can be practically achieved during eh test, and at actual minimum load, excluding the idle, or the minimum load that can be practically achieved during the test.
  - iv. The operator shall only use a source testing contractor that is approved by the executive officer under DISTRICT's laboratory approval program (LAP) for the necessary test methods, the operator shall comply with the procedures stated in rule 1110.2(F)(1)(C)(IV) through (VII) – and as amended, regarding the submittal of the source test protocol, source testing reports and utilities for sampling and testing equipment.
  - v. Maintain a monthly operating engine and log that includes:
    - a. Total hours of operations
    - b. Type of gaseous fuel
    - c. Fuel consumption (cubic feet of gas)
    - d. Cumulative hours of operation since the last source test required in subparagraph (F)(1)(C) of rule 1110.2 – and any amendments
    - e. Log shall be updated daily and shall be available for inspection at any time
    - f. See permit for complete requirements
8. Air Quality Boiler Permit Limitations

- i. At all times, Boiler emissions to the atmosphere from each boiler system shall not exceed permit limits
- ii. Source testing shall be conducted annually.
- iii. The operator shall only use a source testing contractor that is approved by the California Air Resources Board in the required test methods for criteria pollutants to be measured and in compliance with district rule 304 and 217.
- iv. Maintain a monthly operating boiler log that includes:
  - a. Total hours of operations
  - b. Type of gaseous fuel
  - c. Fuel consumption (cubic feet of gas)
  - d. Cumulative hours of operation since the last source test.

### **IX - Equipment and System Maintenance**

CONTRACTOR is expected to provide full service maintenance to include the repair, replacement, and or overhaul of all systems identified in this scope per manufacture O&M requirement guidelines. As part of its maintenance responsibilities for the equipment on the site, CONTRACTOR is requested to provide an equipment maintenance program including the following:

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

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

5. Provide preventive and corrective maintenance services designed to ensure safe, reliable, economic and efficient operation of the generators as well as to prolong their useful life. This shall include maintaining all equipment according to their operations manuals and the Manufacturer's recommendations including schedule maintenance intervals. This shall also include the performance of maintenance activities to assure compliance with conditions associated with the manufacturers' warranties and guarantees. Periodic checks and oil sampling shall be conducted along with servicing required by accumulated operating hours.
6. CONTRACTOR will maintain an inventory of parts, equipment and supplies on hand to address failures that require immediate repair. CONTRACTOR shall avoid parts procurement related delays, and avoid necessary down time to repairs.

7. The CONTRACTOR will implement its, predictive, and corrective maintenance program for the following equipment. At a minimum, all work and parts must be Original Equipment Manufacturer (OEM) parts and or manufacture recommended materials for repairs. For all equipment in this scope, CONTRACTOR will provide maintenance services by in-house staff or by using third party contracts for the following equipment:
- v. Engines/Generators
  - vi. Emissions/Boilers and Engines
  - vii. Absorption Chillers
  - viii. Centrifugal Chillers
  - ix. Cooling Towers
  - x. Pumps and Variable-frequency Drives (VFD's). Including annual drive test and inspection
  - xi. Direct Evaporative Coolers
  - xii. Fans, fan coils, air conditioning units
  - xiii. Sewage ejector pump system
  - xiv. Medium voltage paralleling switchgear assembly (CP and Main Power House)
  - xv. Medium voltage circuit breaker (CP and Main Power House)
  - xvi. Protective relays (CP and Main Power I louse)
  - xvii. Synchronization systems
  - xviii. Main control panel and control circuits
  - xix. Meters and instruments (CP and Main Power House)
  - xx. Batteries and chargers (CP and Main Power House)
  - xxi. 12 KV Cabling
  - xxii. 12 KV Oil and air cooled transformers
  - xxiii. Pool Equipment require to maintain the normal operation of the pool
  - xxiv. Electronic Systems:
    - a. Electronic Controls (including PC workstations and laptops)
    - b. Continuous Emission Monitoring System (CEMS) and Data Acquisitions Systems (DAS) if required in the future by AQMD in the future (including PC workstation, certification and calibration) Future installation!
    - c. Alan Bradley PLCs for Engine and Pump Management
    - d. Wonderware InTouch front end (including PC workstation and licensing and support package)
    - e. Computrols building automation systems (including PC workstation and licensing and support package)
    - f. System software and hardware upgrades shall be performed as recommended by the manufacturer and as they become available. This will include the remote monitoring, and all other equipment identified herein. All software licenses shall be shared with the college.
    - g. Maintenance of Direct Digital Control (DDC) system field devices is also included. Field devices that are utilized specifically for building automaton and the power



generation and hot/chilled water systems are CONTRACTOR's responsibility. This includes items such as the natural gas meters, cooling system flow meters, valves and actuators, temperature and pressure sensors. CONTRACTOR must also perform annual and as-needed calibration of sensors.

- h. Pool equipment room pumping, filtering, and chemical controls equipment
- i. Emergency generators both stationary and portable

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

8. Parts and Consumable Supplies

- i. CONTRACTOR shall maintain recommend stock levels of all critical OEM spare parts and consumable items necessary to maintain the central plant equipment and generator sets for a period of 12 months of continues usage; this recommendation shall be based on actual data from past usage, or when past usage data is not available, the CONTRACTORS' best practices and experience. The college shall review the recommendations and approve them prior to the CONTRACTORS procurement. The CONTRACTOR is responsible for purchasing all necessary supplies, parts, tools, consumables and any other items necessary for the operation of the Central Plant. OEM parts will be used unless unavailable and approved by the college in writing prior to procurement and only if the OEM parts are unavailable. Any part or supplies not available in OEM shall be submitted to the College for review and approval prior to procurement and substitution.
- ii. CONTRACTOR must monitor stock levels and replenish parts and supplies taking into account realistic procurement and transportation lead times, so as to avoid a condition of a zero balance of any normally stocked item. The parts and supplies to be managed include but are not limited to; filters, acids, coolants and lubricants and any other supplies and/or parts that could reasonably be expected to fail within one year, such as hoses, belts, clamps, fuel injectors, switches, cables, connectors, gaskets, EGT sensors, seals, bearings, etc. CONTRACTOR's supply management shall be consistent with the College policies and procedures for requesting, receiving, storing, inventorying and issuing of supplies. The College will provide storage space for these spare parts and at the Colleges discretion may require the CONTRACTOR to increase stocking levels to a level the College find adequate.

9. Performance Monitoring and Testing

- i. CONTRACTOR shall perform continuous monitoring and testing as required by manufacture and OEM recommendations and schedule intervals. CONTRACTOR shall use the Oracle work order system and create within the work order system a complete data base to allow for the creation and tracking of preventative maintenance tasks
- ii. Centrifugal Chiller maintenance, test, tube bundle cleaning, oilsampling/testing, refrigerant sampling/testing, inspection of approved coating and visual inspections

shall be performed at a minimum every 12 months. Eddie Current testing shall be performed at a minimum every 24 months.

- iii. Absorption Chiller maintenance, refrigerant purge, test, tube bundle cleaning, brine sampling/testing visual inspection and inspection of coating shall be performed at a minimum of every 12 months or as required by equipment manufacture. Eddie Current testing shall be performed at a minimum every 24 months.
- iv. Cogeneration heat exchange equipment shall be continuously monitored for performance and opened and visually inspected at a minimum of every 12 months to verify that there is no scaling in the plate exchangers and no cracking in the Chan heat exchange units, bypass baffles and controls which could affect performance.

#### 10. Monitoring Program

- i. A monitoring program shall be established after the CONTRACTORS' 6 month analysis of the central plants current operational characteristics as defined above in Operational Cost Optimization. This will compare the performance of major equipment and overall system with performance and a CONTRACTOR defined operational standard. This comparison will be the basis for analyses of deviations and proposals for remedies. A reference test standard shall be defined and plant performance testing shall be initiated to test performance in comparison with a standard. CONTRACTOR may develop a reporting format or utilize one provided by the College.
- ii. Test items and test duration: Monitoring device calibration shall be performed annually. Testing shall be performed annually. The list of monitoring and test items shall be included in the proposal and follow the general testing standard and recommendations provided by suppliers.
- iii. Measuring points and location: Prior to performance monitoring, the availability of the measuring equipment shall be verified and calibrated to an acceptable tolerance. A list of measuring points will be provided by CONTRACTOR in order to conduct the monitoring and testing during the operation period.  
CONTRACTOR may develop a list by referring to the information provided in the manuals and collaboration with the College's Project Manager. The list of measuring points shall include a list of all instruments that are available at site and are useful for the monitoring, and detailed drawings in order to study the location of measurements and the possibility to install portable devices during the monitoring. Instrumentation and measurement uncertainty: An uncertainty analysis shall be performed prior to the test. The performance test code always establishes a limit for each required measurement uncertainty. A post-test uncertainty analysis should be performed to assure that the actual test has met the requirement of test code. The overall test uncertainty will be calculated in accordance with defined procedure and by the specified standard.
- iv. Computation of results: Determine the power output and heat rate at specified conditions. Recorded data used for computation of the results is the average value of the readings during a single test run. Instrument and other corrections may be necessary to apply before using these data.

- v. Result evaluation: The results of the monitoring will be used in calculating the different parameters such as fuel flow and efficiency. All results will be adjusted based on correction curves. These correction curves are normally included in the obligation of the supplier to submit, but, if not available, they can to some extent be replaced by standard correction curves from different standards. During performance monitoring, an overall check of the status of actual measuring shall be made before any decision on more detailed measuring is taken. Only if recorded measurements indicate differences and/or uncertainties in values, a more detailed measuring program shall be elaborated for a renewed calculation of efficiency.
- vi. Deviations in the efficiency can normally be deduced from deviations in important parameters. These parameters also give an indication of the source of deviation. Therefore, very accurate measurements and detailed calculations taking all possible parameters, e.g. according to European Standard DIN 1942, are not required. Normally, readings from the fixed installed instruments are sufficient and the result will be approximate figures for efficiency.

11. Warranty

i. PERFORMANCE MONITORING

- a. CONTRACTOR will recommend methods to monitor the performance of the gen-sets, ensuring the operating temperatures, oil pressure, and any other measurement data (as necessary) are within the expected range of normal and shall perform all periodic checks and preventive maintenance, and shall perform periodic servicing that shall be at the minimum as defined by equipment manufacturer or more if required. In such cases, when servicing is performed under a manufacturer's warranty or a separate vendor's contract, the CONTRACTOR shall monitor and serve as a liaison for Saddleback College and shall make and keep records of such servicing. CONTRACTOR shall provide all consumable supplies necessary for servicing. CONTRACTOR shall forecast to Saddleback College when such servicing will be required and shall make and keep appropriate records of when the servicing has been completed.
- b. CONTRACTOR will sub-contract to a Trane for the test for the periodic monitoring and inspection of all the chillers, ensuring the operating temperatures, oil pressure, and any other measurement data (as necessary) are within the expected range of normal and shall perform all periodic checks and preventive maintenance, and shall perform periodic servicing that shall be at the minimum as defined by equipment manufacturer or more if required. In such cases, when servicing is performed under a manufacturer's warranty or a separate vendor's contract, the CONTRACTOR shall monitor and serve as a liaison for Saddleback College and shall make and keep records of such servicing. CONTRACTOR shall provide all consumable supplies necessary for servicing. CONTRACTOR shall forecast to Saddleback College when such servicing will be required and shall make and keep appropriate records of when the servicing has been completed.

- c. After award, CONTRACTOR shall monitor applicable equipment warranties, ensuring no warranty provisions are violated and shall coordinate with Saddleback College, any warranty claims with the equipment vendor. CONTRACTOR shall ensure that all operation and services of warranted equipment is in agreement with the applicable warranty provisions.

#### **X - Site Documentation Process and Reporting**

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

1. Spare OEM parts to be stocked
  - i. For each major equipment item
  - ii. For mechanical support systems
  - iii. For electrical support systems
  - iv. For control and instrument systems
2. List and estimates of expendable OEM supplies
3. Chemicals for water treatment, oil, coolant...
4. Emissions consumables
5. Gaskets, seals, bearings
6. Pipe and tubing materials
7. EGT Probes and O<sub>2</sub> sensors
8. Subcontracts
9. Other outside services required
  - i. Water treatment
  - ii. Water analysis
  - iii. Fuel/Oil analyses
  - iv. Environmental testing

The Plant Operating Manual shall provide a list of all equipment CONTRACTOR intends to use that is necessary to acquire data transmitted through the generation and chilled water system's System Control and Data Acquisition (SCADA) in order to monitor the performance of the system. In the event a system fault occurs, the successful CONTRACTOR will respond and remedy the fault. This monitoring includes both the CEMS (not currently installed) and the SCADA system outputs. For remote monitoring, the Plant Operating Manual shall include a table of data points that will be broadcast on a continuous basis (including CEMS data) through either Virtual Private Network (VPN) or private web page.

1. Reporting Requirements

- i. CONTRACTOR shall list, as outlined above, reports that will be generated, including their frequencies, to include operating logs, forecasts of gen-set service, reports of repairs needed and completed, service logs, fuel consumption reports, recommendations for other than OEM parts and components and/or consumables, monthly KW production, monthly KW SG&E Import, monthly SoCal Gas natural gas usage, etc.
  - ii. CONTRACTOR shall work under direction of the Saddleback College Manager or his designee. CONTRACTOR shall report immediately to the Saddleback College Manager any unplanned shutdowns, electrical emergency or potential safety hazards or failures and follow-up this notification in writing as soon as possible.
  - iii. CONTRACTOR shall notify the Saddleback College Manager and/or Central Plant Main Administrator at 949-582-4880 or Ext. 4880 from a college phone of any equipment malfunction within one (1) hour of the CONTRACTOR's observation/alarm notification of the equipment failure.
2. SCAQMD and Compliance Reporting
  - i. The CONTRACTOR will collect and assemble all the data as necessary to file the sites (Saddleback College) AQMD Annual Emission Report (AER). CONTRACTOR will also file all required documentation and will comply with all federal, state and AQMD applicable rules and regulations, and submit all required document filings in a timely manner. Maintain all run time records for inspection and review by the authorities having jurisdiction. Complete and submit the CEC-1304 California Energy Commission documentation. Complete, process and submit all SoCal Gas Affidavit Reports on a monthly basis. Complete process and submit the 1110-2 Quarterly Reports as required. Complete and submit all Source Testing as required. Comply with all permit reporting requirements.
  - ii. CONTRACTOR will maintain in compliance with all SCAQMD regulations and permit requirements including copies of engine and boiler permits and an Inspection and Monitoring plan. CONTRACTOR will be responsible for any fines and penalties levied by SCAQMD if such fine or penalty relates to the direct negligence of the CONTRACTOR.

## **XI - Quality Control**

1. CONTRACTOR shall provide a schedule to meet with the College Manager, or designated representative. Mutual effort shall be made to resolve any and all problems identified. The College will monitor the CONTRACTOR's performance in each functional area under this CONTRACT and reserves the rights to use whatever additional surveillance procedures are deemed appropriate. If the CONTRACTOR fails to perform according to the performance standards, a Notification of CONTRACT Deficiency or CONTRACT Deficiency Report will be issued by the College Manager. CONTRACTOR shall explain, in writing, why the performance standards were not adhered to and how recurrence of the problem will be prevented in the future.

2. The College reserves the right to have an independent third party audit CONTRACTOR operations and prepare and/or review reports and documentation. CONTRACTOR shall be responsible for all Quality Assurance/Quality Control (QA/QC) reporting and for all other reports required by SCAQMD, and all other authorities having jurisdiction, and shall be responsible for all fines or penalties levied by SCAQMD, California Energy Commission, C.A.R.B. or any other agency having jurisdiction.

## **XII - Training**

1. CONTRACTOR will provide all staff to be posted at the Saddleback College CP with training in the following disciplines at a minimum; the college must approve any exceptions in writing. All requests shall be accompanied by a training schedule which outlines the areas of deficiency and the upcoming schedule training and completion dates.
  - i. Waukesha Certification in Gas Engine Technologies GET & VHP Technologies; preferably Waukesha Gold Wrench Certification.
  - ii. Thermax and Broad Absorption chiller
  - iii. York factory centrifugal chiller training
  - iv. 70E electrical safety
  - v. Medium voltage (12 KV) system and safety training
  - vi. Emissions testing and certification
2. CONTRACTOR will propose a training schedule for the CONTRACTOR's staff that does not have sufficient training in a designated discipline prior to deployment, unless an exception is approved in writing by the college.
3. If the CONTRACTOR does not have staff with the above minimum qualifications, they may provide SUBCONTRACTORS with the necessary qualifications. The College reserves final approval of any such SUBCONTRACTOR and its staff. If for any reason the College feels that the proposed SUBCONTRACTOR or its staff is not acceptable the CONTRACTOR shall seek another SUBCONTRACTOR until the College approves the selection. The College shall not be responsible for any levies, fines, or penalties related to withholding approval of any SUBCONTRACTOR the College does not find acceptable. The College will not withhold approval of any SUBCONTRACTOR without cause.

## **XIII - System Schematics**

1. Viewable upon request at the Central Plant Plan Room

## **XIV - College's Obligations**

The College shall provide reasonable means of access to the site. The College shall coordinate the operation of its existing facilities at the Project Site to permit CONTRACTOR to perform the work required under the CONTRACT. CONTRACTOR shall be permitted to control and/or operate all facilities or equipment necessary to perform the services herein described at a time and date approved by the College 7 days prior to commencement of work.

The College shall be responsible to provide the following:

- a) During the term of this CONTRACT, the College shall not perform any maintenance on the equipment or otherwise modify the equipment or any equipment related to the Project Site in any way that would alter, modify or change the configuration or operation of the equipment as originally installed without providing the CONTRACTOR with 30 days' written notice.
- b) In the event of an emergency, the College shall allow the CONTRACTOR to immediately shut down operation of equipment when there is an appreciable risk that continuing operations will result in significant damage to the equipment, cause personal injury or will result in any violation of any applicable permits or laws relating to the operation of the equipment. This will not relieve the CONTRACTOR of any terms of this CONTRACT including but not limited to fines or penalties levied as a result of said shutdown.
- c) The College assumes primary responsibility in notifying CONTRACTOR in the event of an emergency. If an emergency occurs after CONTRACTOR's normal business hours, the College shall contact the CONTRACTOR on the After Hours Response Line number provided by the CONTRACTOR. If an emergency occurs during normal working hours, then the College shall contact CONTRACTOR's on site personnel.
- d) Fire Alarm System components and operation.
- e) Computrols BMS system components and operation.
- f) Daily custodial cleaning of the restroom. CONTRACTOR will be responsible for the removal and disposal of all trash and debris.
- g) Landscaping and Landscaping Maintenance
- h) Two CONTRACTOR parking spaces
- i) Work space for CONTRACTOR provided and maintained computers
- j) Internet access
- k) College Phone

#### **XV - Energy Efficiency CCC/IOU Partnership Requirements**

CONTRACTOR is expected to work with the California Community Colleges (CCC) and Investor Owned Utility (IOU) in conjunction with the College to obtain efficiencies and energy credits relating to energy efficiency retrofits, monitoring based commissioning, energy efficient new construction, training and education. CONTRACTOR will be required to provide a post award submittal describing its approach to accomplishing this and provide examples of other projects CONTRACTOR or its key subcontractors have completed within the CCC/IOU partnership.

#### **XVI – CONTRACTOR's Vehicle Requirements**

CONTRACTOR must provide any and all staff with a company vehicle to utilize during any and all services performed under this Scope of Work. CONTRACTOR's provided vehicle must be able to transport any necessary parts and supplies needed to perform the services under this Scope of Work.

## ATTACHMENT B CONTRACTOR'S PRICING

Fee & Rate Schedule – Table A

FEE AND RATE SCHEDULE OPTION 2 Change in Labor and Only Critical Refresh Items						
CATEGORY	NTE COST YR1	NTE COST YR 2	NTE COST YR3	NTE COST YR4	NTE COST YR5	CUMULATIVE TOTAL
FULL TIME PLANT OPERATOR 1 - AS DEFINED IN SCOPE	250,835	250,835	250,835	250,835	250,835	1,254,173
FULL TIME PLANT OPERATOR 2 - AS DEFINED IN SCOPE	145,370	145,370	145,370	145,370	145,370	726,848
AUXILIARY EQUIPMENT AND SUPPLIES AS IDENTIFIED IN SCOPE	661,194	661,194	661,194	661,194	661,194	3,305,969
REFRESH EQUIPMENT - REVISED EXHIBIT X111						
COST OF AUXILIARY MATERIALS AND SUPPLIES	7,094	7,094	7,094	7,094	7,094	35,470
COST OF EQUIPMENT	112,631	112,631	112,631	112,631	112,631	563,155
COST OF ASSOCIATED LABOR	28,195	28,195	28,195	28,195	28,195	140,975
TOTAL	1,205,318	1,205,318	1,205,318	1,205,318	1,205,318	6,026,590

FEE AND RATE SCHEDULE OPTION 2 Change in Labor and Complete Refresh List						
CATEGORY	NTE COST YR1	NTE COST YR 2	NTE COST YR3	NTE COST YR4	NTE COST YR5	CUMULATIVE TOTAL
FULL TIME PLANT OPERATOR 1 - AS DEFINED IN SCOPE	250,835	250,835	250,835	250,835	250,835	1,254,173
FULL TIME PLANT OPERATOR 2 - AS DEFINED IN SCOPE	145,370	145,370	145,370	145,370	145,370	726,848
AUXILIARY EQUIPMENT AND SUPPLIES AS IDENTIFIED IN SCOPE	661,194	661,194	661,194	661,194	661,194	3,305,969
REFRESH EQUIPMENT - REVISED EXHIBIT X111						
COST OF AUXILIARY MATERIALS AND SUPPLIES	12,739	12,739	12,739	12,739	12,739	63,695
COST OF EQUIPMENT	197,165	197,165	197,165	197,165	197,165	985,825
COST OF ASSOCIATED LABOR	50,720	50,720	50,720	50,720	50,720	253,600
TOTAL	1,318,022	1,318,022	1,318,022	1,318,022	1,318,022	6,590,110



Critical Refresh Equipment - Table B1

Item	Asset	Description of scope	Criticality	Cost for All Auxiliary Materials and Supplies	Cost for Equipment	Cost for Labor	Total Cost	Notes
6	Cain Units 1 & 2	Retube and repair leaks	1	\$ 10,592	\$ 158,882	\$ 42,369	\$ 211,843	Veolia Plant Assessment recommends this line item to maintain system availability. Replacement is more cost effective then re-tube
1	Generators 1&2	RTD systems restoration	2	\$ 1,615	\$ 24,057	\$ 6,393	\$ 32,065	Veolia Plant Assessment recommends this line item to maintain system availability.
29	Engines 1 & 2	Vibration damper replacement	3				\$ -	Performed as part of required major overall. Not priced separately
9	Engines 1&2	SCR repairs (spare CATS included)	4	\$ 1,076	\$ 16,038	\$ 4,262	\$ 21,376	Veolia Plant Assessment recommends this line item to maintain system availability.
19	Company service vehicle	Utility service truck (Med Duty)	5				\$ -	Not included as refresh equipment. Cost included in "AUXILIARY EQUIPMENT AND SUPPLIES AS IDENTIFIED IN SCOPE"
24	Control room	AC and air filtration	6	\$ 688	\$ 10,252	\$ 2,724	\$ 13,664	Veolia Plant Assessment recommends this line item to maintain system availability.
13	Boiler spare burner	Purchase and store	7		\$ 33,320		\$ 33,320	Veolia Plant Assessment recommends this line item to maintain system availability. Inability to obtain a replacement burner will require replacement with new boilers and this will trigger new permit.
7	Fresh air ducting	Repair and replace old ducting	8	\$ 1,768	\$ 26,523	\$ 7,073	\$ 35,364	Veolia Plant Assessment recommends this line item to maintain system availability. Repiced to remove all non-critical ducting repair.
14	Engines 1&2	Gas regulators rebuild	9	\$ 1,342	\$ 19,992	\$ 5,313	\$ 26,647	Veolia Plant Assessment recommends this line item to maintain system availability.
16	Centrifugal Chillers	Chiller Starter upgrade	10	\$ 5,701	\$ 84,949	\$ 22,574	\$ 113,224	Veolia Plant Assessment recommends this line item to maintain system availability. Current system is reaching end of life. This is a critical item to retain due to the anticipated repairs. Option to repair as failures occur, rather than replace during upgrade.
17	Centrifugal Chillers	Chiller Starter upgrade	11				\$ -	Included in Chiller Control panel upgrade
3	Engines 1&2	Fuel governor replacement	12	\$ 1,345	\$ 20,043	\$ 5,326	\$ 26,714	Veolia Plant Assessment recommends this line item to maintain system availability. Mechanical Governors approaching end of service life.
15	Chill Waters pumps	Rebuild and align	13	\$ 3,229	\$ 48,113	\$ 12,785	\$ 64,127	Veolia Plant Assessment recommends this line item to maintain system availability.
8	Aux coolers 1&2	Replace	14	\$ 5,382	\$ 80,189	\$ 21,309	\$ 106,880	Veolia Plant Assessment recommends this line item to maintain system availability.
21	Aux coolers 1&2 Controls	Chem. Feed controls replacement	15				\$ -	Included in item #8 "Aux Cooler-replace"
27	Abs Chiller (Thermax)	controls and epoxy	16	\$ 1,327	\$ 19,773	\$ 5,254	\$ 26,354	Veolia Plant Assessment recommends this line item to maintain system availability.
23	Engines 1&2	Radiator repairs and cleaning	17	\$ 668	\$ 9,960	\$ 2,647	\$ 13,275	Veolia Plant Assessment recommends this line item to maintain system availability.
12	Engines 1&2	Battery chargers	18	\$ 167	\$ 2,490	\$ 662	\$ 3,319	
22	Pipe insulation	Pipe insulation	19	\$ 571	\$ 8,572	\$ 2,286	\$ 11,429	
	<b>CRITICAL REFRESH ITEMS</b>	<b>SUB-TOTALS</b>		<b>\$ 35,472</b>	<b>\$ 563,153</b>	<b>\$ 140,976</b>	<b>\$ 739,601</b>	

**Non-Critical Refresh Equipment - Table B2**

2	Engines 1&2	Ignition rail and controller	20	\$ 2,688	\$ 40,058	\$ 10,645	\$ 53,391	May last for more than 5 years, could be deferred. Veolia would request the repair or replacement removed from scope if not included.
4	Generators 1&2	Synchronizer replacement	21	\$ 1,345	\$ 20,043	\$ 5,326	\$ 26,714	This is an upgrade to improve controls. Improves monitoring and reporting accuracy. Could be deferred beyond 5 years.
5	Generators 1&2	Power meter and instrument replacement(s)	22	\$ 593	\$ 8,892	\$ 2,371	\$ 11,856	This is an upgrade. Improves monitoring and reporting accuracy. Could be deferred beyond 5 years. Priced now for just power meters, not the other meters on the panel.
18	Boiler controls	Upgrade	23	\$ 1,008	\$ 15,012	\$ 3,989	\$ 20,009	Upgrade not required. Current controls are functioning as designed.
11	Engines 1&2	Panel Display	24	\$ 536	\$ 7,982	\$ 2,121	\$ 10,639	Plant upgrade not required for operation
25	CT area	Outdoor storage shed	25	\$ 265	\$ 3,955	\$ 1,051	\$ 5,271	Non-critical. May be deferred.
26	Plant Fresh Air Units 1-4	Replace with different type	26				\$ -	Not enough information provided in RFP. Exclude from contract
28	Hot Water filter	Stainless vortex cartridge filter	27	\$537.00	\$7,982.00	\$2,121.00	\$10,640	This is an upgrade to the current design. No filter in system currently. Return filters have been found to extend the life of installed components.
20	Aux coolers 1&2	Mechanical repairs	28				\$ -	Not required if item #8 "Aux Coolers-replace" is performed
10	Transformers 1&2	Replace	29	\$ 21,250	\$ 318,750	\$ 85,000	\$ 425,000	Price reduced by reuse of existing concrete pad. 12 KVA transformers have an ideal lifespan of at most 20 years. These transformers are about 12 years old and may last more than 5 years, but should be on a planned replacement cycle for life expectancy. If not included in contract, Veolia request scope of project reduced to shift risk to college.
	NON-CRITICAL REFRESH ITEMS	SUB-TOTALS		\$ 28,222	\$ 422,674	\$ 112,624	\$ 563,520	
	CRITICAL AND NON-CRITICAL REFRESH ITEMS	TOTALS		\$ 63,693	\$ 985,827	\$ 253,601	\$ 1,303,121	

**ATTACHMENT C**  
**SCHEDULE OF DEDUCTIONS**

The table below lists base tasks and frequencies for a deduction from an invoice for the failure to complete a scope of work task. The costs identified below serve as base amounts and can be adjusted upwards or downwards based upon the severity of the impact of the incomplete work.

<b>TASK</b>	<b>FREQUENCY</b>	<b>COST</b>
Preventative Maintenance on (2) Waukesha Natural Gas Generators/Panel Controls/Engine Controls/Switchgear	Per manufacturer's scheduled recommendations	\$2,000 per piece of equipment Each instance
Preventative Maintenance on (1) Carrier 1000 Ton York Centrifugal Chillers	Per manufacturer's scheduled recommendations	\$1,000 per piece of equipment Each instance
Preventative Maintenance on (1) Carrier 600 Ton York Centrifugal Chillers	Per manufacturer's scheduled recommendations	\$1,000 per piece of equipment Each instance
Preventative Maintenance on (1) Thermax 380 Ton Absorption Chillers	Per manufacturer's scheduled recommendations	\$1,000 per piece of equipment Each instance
Preventative Maintenance on (1) Future 400 Ton Absorption Chillers	Per manufacturer's scheduled recommendations	\$1,000 per piece of equipment Each instance
Preventative Maintenance on Two Cooling Towers (2) Cain exhaust heat exchangers/(2) water jacket plate heat exchangers/(2) auxiliary coolant controller and pumps	Per manufacturer's scheduled recommendations	\$1,000 per piece of equipment Each instance
Preventative Maintenance on (4) Evaporative Coolers/(2) Exhaust Fans/(1) single room air conditioner in CONTRACTOR office	Per manufacturer's scheduled recommendations	\$500 per piece of equipment Each instance
Preventative Maintenance on Electronic control systems (Waukesha, Alan Bradley PLC, VFDs, SCADA System)	Per manufacturer's scheduled recommendations	\$500 per piece of equipment Each instance

Inadequate records available for SCAQMD inspection and or failure to report "Out of Compliance" to SCAQMD	Each instance	\$1,000 each instance, plus all fines
Failure to stock routine parts in inventory leading to system inoperability	Each instance	Variable up to \$1,000.00
Fine from SCAQMD due to emission violations which can be attributed to CONTRACTOR's negligence in plant maintenance or operation.	Each instance	<b>100%</b> of total fine
Excessive utility power demand due to unavailability of equipment which can be attributed to CONTRACTOR's negligence.	Each instance	Cost differential between SDG&E billed demand charges and SDG&E charges incurred when the CP is operational (ratchet charge for the duration of one (1) year).

CONTRACTOR will not be liable for fines from emission violations due to unforeseen (act of God) events outside of the control of the CONTRACTOR.

CONTRACTOR will not be liable for additional SDG&E feed costs above the 200 KW continuous, minimum level feed in the event of the College ordered shutdowns of equipment, insufficient natural gas availability to power the generators, or other unforeseen (act of God) events outside of the control of the CONTRACTOR.

The College reserves the right to impose additional deductions based on material CONTRACT deficiencies found. In addition, each deduction taken may also incur an administrative fee of \$150.00 for administrative processing time.

**EXHIBIT I**  
**AQMD's ENFORCEMENT AUTHORITY**

This EXHIBIT I – AQMD ENFORCEMENT AUTHORITY, is attached to and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated January 1, 2019 between South Orange County Community College District herein referred to as “DISTRICT” and CONTRACTOR herein referred to as “CONTRACTOR”.

**ENFORCING HEALTH STANDARDS**

Under both federal and state law, the SCAQMD is under a legal obligation to make and enforce air pollution regulations. These regulations are primarily meant to ensure that the surrounding (or ambient) air will meet federal and state air quality standards. However, Air Quality Management District (AQMD) also has broad authority to regulate toxic and hazardous air emissions, and these regulations are enforced in the same manner as those which pertain to the ambient air quality standards.

These ambient air standards are health-based and concern the following six air contaminants: sulfur dioxide, lead, ozone, nitrogen dioxide, carbon monoxide, and fine particulate matter.

These standards are designed to protect the most sensitive persons from illness or discomfort with a margin of safety. The four-county region within AQMD's jurisdiction complies with standards for the first two, but fails to meet standards for the other four. In addition, AQMD must meet California standards for hydrogen sulfide, sulfates, and vinyl chloride, as well as state standards for visibility.

California requires a reduction in District-wide emissions of five percent or more per year until these standards are met. California has also set statewide emission limitations for odor or unhealthful emissions, visible emissions, open burning, sandblasting, gasoline vapors, and incineration of toxics.

See the South Coast Air Quality Management District Web Site for more information @ <http://aqmd.gov/>

**EXHIBIT II SDG&E TOU-8 RATES**

**SUMMER WINTER BILLING AND  
INTERCONNECT AGREEMENT**

This EXHIBIT II – SDG&E TOU-8 RATES SUMMER WINTER BILLING AND INTERCONNECT AGREEMENT, available in RFP to and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated January 1, 2019 between South Orange County Community College District herein referred to as “DISTRICT” and CONTRACTOR herein referred to as “CONTRACTOR”.

See separate attachment

### **EXHIBIT III GENERATOR SAMPLE SERVICE LEVELS**

This EXHIBIT III – GENERATOR SAMPLE SERVICE LEVELS, is attached to and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated January 1, 2019 between South Orange County Community College District herein referred to as “DISTRICT” and CONTRACTOR herein referred to as “CONTRACTOR”.

The following service tasks may be included in CONTRACTOR’s RFQ&P. These items are only an aid for generating specific service tasks and frequencies and are not in any way intended to supplant or supersede Waukesha’s recommended service/maintenance intervals; see OEM manuals or contact the manufacture for more specific details.

#### **I. Motor Generator System**

- a. Provide maintenance schedules for the following
  - Starting batteries and chargers
  - Paralleling control panels
  - Neutral ground resistors
  - Generator disconnect switches
  - Thermographic survey
- b. Maintenance Procedures at Daily Interval
  - Air Cleaner Restriction - Check
  - Control Panel Assembly - Check
  - Coolant Level - Check
  - Lubricating Oil Level - Check
    - External Condition
    - Leakage
    - Lubricating Oil Filter
    - Lubricating Oil Level
    - Lubricating Oil Pressure
    - Noise
    - Breather
    - Vibration
- c. Maintenance Procedures (see OEM manual for a complete list and intervals)
  - Emissions Testing - Test (O2 and NOx)
  - All Lubricating Oil Systems
  - Obtain samples from an active low pressure line Monthly and provide lab analysis with 24 hour turn around.
  - Maintain Monthly records of: Oil condition, viscosity, acid number, base number.
  - Wear - presence of wear metals such as iron, copper, chromium, aluminum, lead, tin and nickel.
  - Contamination - Water content, specific gravity, silicon.
  - Maintain a trend of the analysis results so that changes are readily apparent.
  - Lubricating Oil and Filter - Change (Filters)
  - Overhead Set - Adjust
  - Batteries - Check
  - Control Panel Assembly - Clean
  - Lubricating Oil Analysis - Test
  - Waste Oil Reservoir - Check

- Air Cleaner Element - Replace (Flat Panel)
  - Air Filter Dust Collector - Check
  - Bearing, Generator - Check (Lubricate)
  - Emissions Testing - Test (O<sub>2</sub> and NO<sub>x</sub>)
  - Air Cleaner Element - Replace (Primary Filters)
  - Electrical Connection, Engine - Check
  - Flexible Hose - Check
  - Generator, Main - Check (Mounting Cap screws)
  - Lubricating Oil and Filter - Change
  - Supplemental Coolant Additives (SCA) - Test
  - Air Cleaner Element - Replace (Secondary Filters)
  - Camshaft – Check
  - Frame alignment – Check
  - Coolant Plumbing - Check
  - Crankcase Ventilation Re-Circulator Element - Replace
  - Engine Mounts - Check
  - Fuel Filter, NG - Replace
  - Gearbox Coupling - Check (Add grease, If Equipped)
  - Gearbox Coupling - Check (Alignment, If Equipped)
  - Gearbox Lubricating Oil Filter - Replace (If Equipped)
  - Push Rods or Tubes - Check
  - Rocker Lever Cover - Replace (O-ring)
  - Tappet Assembly - Check
  - Turbocharger Axial Clearance - Check
  - Turbocharger Radial Bearing Clearance - Check
- d. Maintenance Procedures at Top End Overhaul (see OEM manual for a complete list and intervals)
- Air Leaks, Air Intake and Exhaust Systems - Check
  - Back-up Batteries - Replace
  - Coil On Plug - Replace (Extensions)
  - Control Panel Assembly - Inspect for Reuse
  - Cooling System - Flush
  - Cylinder Head - Replace
  - Electrical Connection, Generator - Check
  - Flexible Coupling, Generator - Check
  - Flexible Hose - Check
  - Fuel Filter, NG - Replace
  - Fuel Line Seals, NG - Replace
  - Gearbox Coupling Grease - Change (If Equipped)
  - Gearbox Internal Parts - Check (If Equipped)
  - Gearbox Lubricating Oil - Change (If Equipped)
  - Lubricating Oil Lines - Check
  - Throttle Shaft Bearings - Replace
- e. Maintenance Procedures at Intermediate Overhaul (see OEM manual for a complete list and intervals)
- After-cooler - Clean
  - Batteries - Replace
  - Bearings, Connecting Rod - Replace
  - Bearing, Generator - Replace
  - Bearings, Main – Replace



- Connecting Rod Cap screws - Replace
  - Connecting Rod - Check
  - Coolant Thermostat - Replace
  - Cylinder Block Counter Bore - Check
  - Cylinder Liner - Replace
  - Exhaust Manifold Heat Shield - Replace (If Equipped)
  - Exhaust Manifold, Dry - Replace (Bellows)
  - Flexible Coupling, Generator - Replace
  - Fuel Regulator, NG Seals - Replace
  - Fuel Shutoff Valve (FSOV), NG Seals - Replace
  - Gear Train Backlash, Front - Check
  - Generator (Alternator) Windings - Clean
  - Lubricating Oil Cooler - Clean
  - Lubricating Oil Pump - Replace
  - Lubricating Oil Thermostat - Replace
  - Piston Rings - Replace
  - Piston - Replace
  - Push Rod or Tubes - Replace
  - Tappet Assembly - Replace
  - Turbocharger - Replace
  - Turbocharger Oil Drain Line - Replace
  - Turbocharger Oil Supply Line - Replace
  - Vibration Damper, Viscous - Test (Fluid Analysis)
  - Water Pump - Replace
- f. Maintenance Procedures at Major Overhaul (see OEM manual for a complete list and intervals)
- Bearings, Main - Replace
  - Bearings, Thrust - Replace
  - Camshaft Bushings - Replace
  - Camshaft Thrust Bearing - Replace
  - Camshaft Intermediate Gear Assembly - Check
  - Connecting Rod - Replace
  - Cooling System Hoses - Replace
  - Crankshaft Seal, Rear - Replace
  - Frame alignment
  - Generator, Main - Check
  - Lubricating Oil Check Valve - Replace
  - Piston - Replace
  - Rocker Lever Assembly - Replace
  - Starting Motor - Replace
  - Vibration Damper, Viscous - Replace

## **II. Silencer and Catalyst Maintenance Schedule and Milestones**

- a. Daily Inspections- Operator
- Visual inspection
    - Change in appearance
    - Leaks
    - Unusual noise and Radiant Heat

b. Every 1000 Hours not to exceed two months Scheduled Maintenance

- Filters Injection control system Inspect and replace as required
  - Sample gas filter
  - Scavenging air filter
- Cooling system air filter
- Check exhaust gas pressure

c. Every 2000 Hours Scheduled Maintenance

Could list as “1,000 hour scheduled maintenance plus following items”

- |                                    |         |
|------------------------------------|---------|
| • Air Compressor Pressure Filter   | Replace |
| • Reactant Filter                  | Clean   |
| • Sample Gas Filters               | Replace |
| • System Operation and Performance | Check   |

d. Every 4000 Hours Scheduled Maintenance

- |   |                  |
|---|------------------|
| • System Operation and Performance  | Check            |
| • Air Compressor Pressure Filter  | Replace          |
| • Reactant Filter   | Clean            |
| • Sample Gas Filters  | Replace          |
| • Enclosure Filters   | Replace          |
| • Reactant Pump   | Clean            |
| • Reactant Injector   | Clean and Adjust |
| • Differential Pressure   | Measure          |
| • Exhaust gas measurements to verify requirements serviceability and compliance with emission |                  |

e. Every 8000 Hours Scheduled Maintenance

- |                                    |                   |
|------------------------------------|-------------------|
| • System Operation and Performance | Check             |
| • Air Compressor Pressure Filter   | Replace           |
| • Reactant Filter                  | Clean             |
| • Sample Gas Filters               | Replace           |
| • Enclosure Filters                | Replace           |
| • Reactant Pump                    | Clean             |
| • Reactant Injector                | Clean and Adjust  |
| • Differential Pressure            | Measure           |
| • Compressor Vanes                 | Replace           |
| • Catalyst                         | Inspect and Clean |
| • Measuring Cell                   | Calibration       |
| • Sample Probe                     | Clean             |

f. Every 8000 Hours not to exceed 12 months Scheduled Maintenance

- |   |                                      |
|---|--------------------------------------|
| • Air Compressor filter                               | Clean or replace                     |
| • Air Compressor vanes                                | Replace                              |
| • Air conditioner filters                             | Clean or replace                     |
| • Injectors   | Inspect for buildup                  |
| • Dosing unit air pressure and ball valve             | Inspect and verify adequate pressure |
| • Oxidation Catalyst - Cleaning via vacuum or DI wash |                                      |

- Oxidation Catalyst - SEM and XRAYD testing of catalyst to check for poisoning only if performance has dropped off.
- SCR Clean via vacuum or wash

#### **EXHIBIT IV SYSTEM SCHEMATICS**

This EXHIBIT IV – SYSTEM SCHEMATICS, are available and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated January 1, 2019 between South Orange County Community College District herein referred to as “DISTRICT” and CONTRACTOR herein referred to as “CONTRACTOR”.

See separate attachment

**EXHIBIT V**  
**CONDITION ASSESSMENT**

This EXHIBIT V – CONDITION ASSESSMENT, is available and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated January 1, 2019 between South Orange County Community College District herein referred to as “DISTRICT” and CONTRACTOR herein referred to as “CONTRACTOR”.

See separate attachment

**EXHIBIT VI  
RUN TIME LOGS**

This EXHIBIT VI – RUN TIME LOG, is available and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated January 1, 2019 between South Orange County Community College District herein referred to as “DISTRICT” and CONTRACTOR herein referred to as “CONTRACTOR”.

See separate attachment

**EXHIBIT VII**  
**AQMD PERMITS**

This EXHIBIT VII – AQMD PERMITS, are available and forms part of the Agreement entitled “Cogeneration and Central Plant Operation, Maintenance, and Environmental Compliance Services” dated January 1, 2019 between South Orange County Community College District herein referred to as “DISTRICT” and CONTRACTOR herein referred to as “CONTRACTOR”.

See separate attachment

**END OF CONTRACT AND EXHIBITS**



**Request for Qualifications & Proposals No. 2080  
Cogeneration and Central Plant Operations, Maintenance and  
Environmental Compliance Services at Saddleback College**

**Submittals**

**South Orange County Community College District**

**December 10, 2018**

<b>COMPANY NAME</b>	<b>CITY</b>	<b>SUBMITTER'S NAME</b>	<b>RATING</b>	<b>FEES</b>
EMCOR <sup>1</sup>	Irvine, CA	Shaun Ayvazi	--	--
ENWAVE	Los Angeles, CA	Carlos Del-Cid	73	\$7,622,500
<b>VEOLIA*</b>	Irvine, CA	David Schneider	91	\$6,590,110

\*Contract Award

<sup>1</sup>Deemed non-responsive: only quoted labor



**TO:** Board of Trustees

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

**RE:** SOCCCD: Adopt Resolution No. 18-37, Authorizing Snap-On Industrial Equipment as the Single Source Standard for Procurement for the National Coalition of Certification Centers Certification Program

**ACTION:** Approval

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### **BACKGROUND**

Saddleback College's automotive program attained its ASE Education Foundation (formerly known as the National Automotive Technicians Education Foundation) accreditation in late June 2018. In order to meet the requirements for maintaining ASE accreditation, the automotive program is utilizing the National Coalition of Certification Centers (NC3) program for transportation certifications. NC3 was established to address the need for strong industry partnerships with educational institutions in order to develop, implement and sustain industry-driven and industry-recognized, portable certifications that have strong validation and assessment standards in the transportation, energy, and aviation sectors. NC3 has partnered with Snap-On Industrial Equipment as the sole source to provide the equipment, supplies, and curriculum for all transportation certifications offered through the program. This resolution will allow the District to procure the necessary equipment, supplies and curriculum through Snap-On Industrial Equipment to continue offering the NC3 certifications to students.

### **STATUS**

Utilizing the NC3 certification program allows Saddleback College to better meet the requirements for maintaining ASE accreditation whilst offering certificates to students that provide industry-standard proof of achievement. These certifications provide third-party stackable credentials that can enhance employment potential and higher productivity on the job in industries such as manufacturing, metrology lab, metal working, aerospace, transportation, and energy. Participation in the NC3 certification program offers the district maximum educational discounts on all Snap-On Industrial Equipment products and NC3 certification kits. Full-time automotive technology students are also eligible to purchase tools and tool storage units at discounted rates up until they graduate through the Snap-on Student Excellence Program. It makes operational, financial and resource judiciousness to designate Snap-On Industrial Equipment as the single source standard for equipment, supplies and curriculum procured for the NC3 program.

The establishment of Snap-On Industrial Equipment as the single source standard is in accordance with Public Contract Code 20304.

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

## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees adopt Resolution No. 18-37 (EXHIBIT A) authorizing Snap-On Industrial Equipment as the single source standard for procurement for the National Coalition of Certification Centers certification program.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**RESOLUTION NO. 18-37**  
**AUTHORIZING SNAP-ON INDUSTRIAL EQUIPMENT AS SINGLE SOURCE**  
**STANDARD FOR PROCUREMENT FOR THE NATIONAL COALITION OF**  
**CERTIFICATION CENTERS CERTIFICATION PROGRAM**

**WHEREAS**, the Governing Board (the “Board”) of the South Orange County Community College District (the “District”) has determined that in order to meet the requirements for maintaining Saddleback College’s ASE Education Foundation accreditation and offer quality industry-standard certifications to students, the automotive program is utilizing the National Coalition of Certification Centers (NC3) program for transportation certifications, and

**WHEREAS**, the Governing Board of a community college district may under Section 20304 of the California Public Contract Code, direct the purchase of any supply, equipment, or material without observance of any provision requiring contracts, bids, or notice upon a finding by a vote of two-thirds of all its members of the board that there is only a single source of procurement therefore and that the purchase is for the sole purpose of duplicating or replacing supply, equipment, or material, as the case may be, in use; and

**WHEREAS**, District staff has exercised due diligence and determined that Snap-On Industrial Equipment is the sole source to provide the equipment, supplies and curriculum required for the NC3 certification program needed by the District; and

**WHEREAS**, the automotive program at Saddleback College District is currently utilizing the NC3 certification program to maintain ASE certification and offer certification programs to students; and

**WHEREAS**, in utilizing the NC3 certification program the District will vastly benefit as substantial time and resources have been invested in obtaining ASE accreditation for Saddleback College’s automotive program; and

**WHEREAS**, in addition to offering the equipment, supplies and curriculum required for the NC3 certification program, Snap-On Industrial Equipment also provides service and support such as onsite installation and technical overview by Snap-On Industrial Equipment certified technicians; and

**WHEREAS**, California Public Contract Code Section 20651 requires the District to advertise publicly for bids for the purchase of goods or services involving an expenditure which exceeds the state-mandated bid limit; and

**WHEREAS**, sufficient evidence exists for the Governing Board to support a finding that a competitive bidding process is not feasible or practical, and that a sole source procurement is in the best interest of the District, permitting an exception to be allowed under these circumstances; and

**NOW THEREFORE**, the District Board hereby finds, determines, declares and resolves as follows:

Section 1. All of the recitals set forth above are true and correct and the Board so finds and determines.

Section 2. The Board hereby finds and determines that advertising for competitive bids for equipment, supplies and curriculum for the NC3 certification program would not produce an advantage in that Snap-On Industrial Equipment is the sole manufacturer and supplier.

Section 3. The Board hereby finds and determines that establishing Snap-On Industrial Equipment as the single source standard for procurement pursuant to Public Contract Code section 20304, to be in the best interest of the District.

Section 5. The establishment of Snap-On Industrial Equipment as the single source standard, is hereby approved and ratified. The Chancellor or the Chancellor's designee is hereby authorized and directed to do any and all things and to execute and deliver any and all documents which they may, in consultation with legal counsel, deem necessary or advisable in order to consummate this transaction and otherwise carry out, give effect to and comply with the terms and intent of this Resolution.

Section 6. This Resolution shall be effective as of the date of its adoption.

**APPROVED, PASSED AND ADOPTED** by the Governing Board of the South Orange County Community College District this 10th day of December 2018, by the following vote:

AYES: \_\_\_\_\_

NOES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAINED: \_\_\_\_\_

I, Kathleen Burke, Chancellor of the South Orange County Community College District Governing Board, do hereby certify that the foregoing is full, true, and correct copy of the Resolution passed and adopted by said Board at a regularly scheduled and conducted meeting held on said date, which Resolution is on file in office of said Board.

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Secretary of the Governing Board  
South Orange County Community College District

I, T.J. Prendergast III, Clerk of the Governing Board of the South Orange County Community College District Governing Board, do hereby certify that the foregoing Resolution was regularly introduced and adopted by the Governing Board of the South Orange County Community College at a regular meeting thereof held on the 10th day of December 2018, by the above described vote of the Governing Board;

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the South Orange County Community College District Governing Board this 10th day of December 2018.

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Clerk of the Governing Board  
South Orange County Community College District

**TO:** Board of Trustees

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

**RE:** |SOCCCD: Agreement for the Operations of Before and After School and Summer Enrichment, Activities, and Camps Program, Amendment No. 01, Capistrano Unified School District|

**ACTION:** Approval

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### **BACKGROUND**

On September 24, 2018, the Board of Trustees approved the Saddleback College Community Education agreement with Capistrano Unified School District (CUSD) to provide services for its “Before and After School, and Summer Enrichment, Activities, and Camps Program.” These services complement CUSD’s academic curriculum via short-term, fee-based classes that are not-for-credit at various CUSD school sites and on Saddleback campus. Under the terms of the agreement, services will be provided for a total of three (3) years not to exceed \$40,000 per fiscal year totaling \$120,000 from July 1, 2018 through June 30, 2021 (EXHIBIT B).

### **STATUS**

Increased collaborations between Saddleback College Community Education and CUSD have led to a greater demand in the number of before and after school programs, and summer camps offered at CUSD locations. In summer 2018, this demand impacted the total use of CUSD school facilities fees listed in EXHIBIT B. Amendment No. 01 (EXHIBIT A) provides an opportunity for such growth by amending the total contract value to a three-year amount not to exceed \$260,000, under the same terms and conditions of the original agreement in EXHIBIT B. School facility use cost will be covered by revenue generated from the fee-based classes.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve Amendment No. 01 with Capistrano Unified School District for a three-year total of \$260,000 for facilities use from July 1, 2018 through June 30, 2021.



**AMENDMENT NO. 01**  
**TO THE AGREEMENT FOR THE OPERATIONS OF**  
**BEFORE AND AFTER SCHOOL AND SUMMER ENRICHMENT, ACTIVITIES,**  
**AND CAMPS PROGRAM BETWEEN CAPISTRANO UNIFIED SCHOOL DISTRICT**  
**AND**  
**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**THIS AMENDMENT** shall modify the original agreement dated September 28, 2018, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and CUSD hereinafter referred to as "CONTRACTOR".

**WHEREAS**, Article 2b of the original agreement provides that the estimated contract value of \$40,000 per fiscal year (2018-2019, 2019-2020 and 2020-2021); and

**NOW, THEREFORE**, the Parties agree as follows:

1. The total estimated contract value has been amended to a three-year total of \$260,000 under the same terms and conditions of the original Agreement.

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

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

Capistrano Unified School District

SOUTH ORANGE COUNTY COMMUNITY COLLEGE  
DISTRICT

BY:

BY:

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

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

Print Name: Lynh N. Rust

Print Name: Ann-Marie Gabel

Print Title: Executive Director, Contracts & Purchasing

Print Title: Vice Chancellor, Business Services

Date:

Date:

Email & Phone: JDREADMAN@capousd.org; (949) 234-9436

Email & Phone: (949) 582-4664

**AGREEMENT FOR THE OPERATIONS OF BEFORE AND AFTER SCHOOL AND  
SUMMER ENRICHMENT, ACTIVITIES, AND CAMPS PROGRAM BETWEEN  
CAPISTRANO UNIFIED SCHOOL DISTRICT  
AND  
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

This Agreement for the Operations of Before and After School and Summer Enrichment, Activities, and Camps Program (Agreement) is made and entered into this 1<sup>st</sup> day of July 2018, by and between the Capistrano Unified School District (CUSD and/or District) and South Orange County Community College District (Vendor) on behalf of Saddleback College Community Education, as follows:

*WHEREAS*, CUSD is a California school district with a significant number of schools, and is authorized pursuant to Education Code §8485 to establish a program of affordably priced supervision of children before and after school; and

*WHEREAS*, pursuant to Education Code §8486, the District is authorized to subcontract with qualified private or nonprofit agencies for before and after school and summer child supervision program; and

*WHEREAS*, pursuant to Government Code §53060, the District is authorized to contract for special services and advice from individuals specially trained and experienced and competent to perform such services; and

*WHEREAS*, Vendor provides services and materials in connection with a before and after school program and summer program, and has the necessary skills, equipment and experience to provide such service for the District;

Now therefore, the parties agree as follows:

1. **OPERATION AND SERVICE**

- a. **Independent Contractor.** The status of a VENDOR under this Agreement shall be that of an independent contract. VENDOR warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Agreement upon an agreement or the understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, CUSD shall have the right to annul this Agreement without liability or, in its discretion to deduct from the Agreement or otherwise recover the full amount of



such commission, percentage, brokerage, or contingent fee or to seek such other remedies as legally may be available.

- b. Operation Schedule. The Before and After School and Summer Enrichment, Activities, and Camps Program (PROGRAM) to be operated by VENDOR will be available for K-12 and qualifying special education students and may be available to such children before and after school is dismissed on any day that regular classes are held by CUSD at the school campuses, winter recess, spring recess, summer recess, and pupil-free days except for holidays designated in this article. This includes the regular school year schedule, the year-round school schedules, and summer school schedule. The PROGRAM may not operate on those days during the year when CUSD is closed for observance of holidays, as designated in the School Calendar. The School Calendar will be provided to VENDOR annually. Hours and dates of program subject to CUSD approval.
- c. Program Administration. Vendor shall administer the PROGRAM in accordance with provisions of this contract and all District, State and Federal laws, rules, and regulations dealing with child care or the use of the District's school property. VENDOR shall within 48 hours inform and provide CUSD with a copy of the site visits, reviews or reports or findings of any State or Federal regulatory agency involving any PROGRAM operated by VENDOR under this agreement. In the event that any deficiencies noted or corrections required as a result of such visits, reports, reviews, or findings, VENDOR will provide CUSD with a written plan of action which will ensure timely and appropriate correction.

CUSD shall monitor, evaluate, and provide technical and program development assistance as CUSD in its sole discretion determines appropriate to the VENDOR in the conduct of the PROGRAM provided under this agreement. CUSD shall have the right to monitor and evaluate the VENDOR premises with regard to fire code regulations, sanitation and cleanliness, and other applicable safety laws and regulations.

- d. Non-Discrimination. In the performance of the terms of this agreement, VENDOR agrees that it will not engage in nor permit any employee or contractor as it may employ to engage in unlawful discrimination in employment of person because of race, religious creed, color, national origin, ancestry, age, marital status, or sex of such person. Therefore, the VENDOR agrees to comply with applicable Federal and State laws including but not limited to the California Fair Employment Practices Act as set forth in the Government Code §12940 et. Seq.

and Labor Code §1735. In addition, the VENDOR agrees to require like compliance by all contractors employed to do work under this contract.

- e. Entry by CUSD. CUSD shall have the right at reasonable times to enter upon VENDOR-supervised premises for the purpose of inspecting same in order to determine whether VENDOR is complying with the term of this Agreement. The right and authority hereby reserved in this paragraph does not impose, nor does CUSD assume by reason thereof, any responsibility or liability whatsoever for any acts, omissions or the negligence of VENDOR, VENDOR's members, guest, clients, agents, contractors, and employees on said premises.
- f. Public Relations, Advertising, Announcement. CUSD agrees to distribute and message at least five notices, subject to CUSD approval of the format and content of each notice, each session and summer break to parents of elementary, middle and high school students in CUSD announcing the availability of the PROGRAM located at selected CUSD school campuses. VENDOR shall prepare and pay for these notices and any and all other advertising or public relations costs. VENDOR may erect suitable informational and directional signs or posters only after approval by CUSD of location, design, color, and construction of such signs or posters. The VENDOR agrees to be solely responsible for communication with parents regarding fee disputes, complaints regarding PROGRAM and complaints against the PROGRAM.
- g. Participants. Elementary, middle school, and high school regular program and qualifying special education students shall be eligible to participate in the PROGRAM to be operated by VENDOR. VENDOR shall have the right to determine which students will be permitted to attend the PROGRAM based on reasonable rules, regulations and age requirements as approved by CUSD.  
  
Exclusion of students from the VENDOR PROGRAM will be permitted for nonpayment of fees, discipline, failure to meet eligibility requirements, behavior problems or lack of required immunizations.
- h. Immunization. Enrollees in the VENDOR PROGRAM shall be subject to the same legal requirements regarding medical history and immunization as pupils in the public schools in the State of California.

2. PROGRAM AND USE FEES

- a. Program Fees Charged to Participants. VENDOR shall be permitted to charge a reasonable fee to participants in the PROGRAM. No VENDOR PROGRAM fees will be charged to CUSD or collected by CUSD. The amount of the PROGRAM fee to be charged to participants shall be determined by VENDOR and shall be competitive with fees for similar services in the area, subject to review by CUSD to determine reasonableness of VENDOR's fee schedule. The fee schedule for the PROGRAM shall be the same throughout the District.
- b. District Use Fees Charged to VENDOR
  - i. CUSD will waive all fees before and after school if school site is already in use, otherwise, the VENDOR will pay CUSD for use of facilities, the fees as outlined in Exhibit A of the Agreement. Use of School Facilities, at the non-profit, youth-serving rate, the facility staff fee of \$5.00 per hour, per location, and a flat rate for custodial fees charges as indicated in Exhibit A of the Agreement.
  - ii. CUSD will invoice VENDOR monthly for facility usage.
  - iii. The District reserves the right to increase the minimum facility use for each summer. The District will limit such fee increases to 10% per summer by giving written notice to the VENDOR which will be effective the following summer sessions.

3. FACILITIES

- a. Physical Location of Classroom Space. CUSD shall make space available on those campuses consistent with the Districts educational operations for the VENDOR to operate the PROGRAM. CUSD shall have the absolute right to determine the actual classroom space on each school campus. In determining the physical location of each classroom, CUSD shall give special consideration to the location of playground and playground access, restrooms, water fountains, shaded areas, parking lots, and exterior lighting.
- b. Utilities. CUSD shall provide all utilities for VENDOR's PROGRAM. Costs for these services shall be included in the facility use fee paid to CUSD by

VENDOR. VENDOR shall be required to provide and pay for its own telephone service at each location.

4. MISCELLANEOUS TERMS AND CONDITIONS

a. Terms of Agreement. The term of this Agreement shall be for a period of three (3) year from July 1, 2018 through June 30, 2021 under the same terms and conditions of the original Agreement.

b. Termination of Agreement. Either party may, by giving a 60-day written notice specifying the effective date, terminate this Agreement in whole or in part for cause, which shall include failure, for any reason, of either party to fulfill in a timely and proper manner its obligation under this Agreement. Either party may, by giving a 120-day notice, terminate this Agreement for any reason.

c. Compliance with the Law. VENDOR shall comply with the requirements of all municipal, State and Federal statutes, ordinances, rules, orders, regulations, and laws now in effect r which may hereafter be in effect during the term of this Agreement pertaining to any act of the VENDOR including but not limited to the operation of the PROGRAM and the use and occupancy of the District facilities. VENDOR shall not commit or suffer to be committed to said premises any nuisance or other act which may disturb the quiet enjoyment of adjoining property owners or occupants.

d. Indemnity. The parties hereto, and each of them, do hereby mutually agree to indemnify, defend, save and hold harmless each other, and their respective officers, agents, servants, employees and volunteers, of and from any and all liability, claims, demands, debts, suits, actions, and causes of action, including wrongful death and reasonable attorney's fees for the defense thereof, arising out of or in any manner connected with the performance of any act or deed under or pursuant to the terms and provisions of this agreement by such indemnifying party, or its officers, agents, servants, employees, or volunteers due to its active negligence and willful misconduct. In executing this Agreement, and the waiver and release contained in this Section, VENDOR specifically waives the provision of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

VENDOR, BEING AWARE OF SAID CODE SECTION, HEREBY EXPRESSLY WAIVES ANY RIGHTS IT MAY HAVE THEREUNDER, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

e. Insurance

i. Liability Insurance. VENDOR shall provide and shall maintain in force, during the term of this Agreement, \$1,000,000 minimum limit per occurrence with \$5,000,000 minimum general aggregate limit comprehensive general liability insurance, including automobile and property insurance. The policy or policies of liability insurance shall name Capistrano Unified School District and their officials, officers, agents, employees, and volunteers as additional named insured by endorsement under the terms of such policy or policies. Further, such policy shall not be cancelled without thirty (30) days prior written notice to CUSD. Within ten (10) days of execution of this Agreement, and at least 15 days prior to the expiration of any such policies, VENDOR shall furnish CUSD a copy of the and Certificate(s) of Insurance stating that such insurance is in full force and effect, and shall provide any additional evidence of coverage required by the CUSD.

VENDOR's insurance coverage shall be primary insurance as respected CUSD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by CUSD, its officers, officials, employees, or volunteers, shall be excess of VENDOR's insurance and shall not contribute to it.

ii. Worker's Compensation and Other Employee Insurance. VENDOR shall provide worker's compensation insurance, unemployment insurance, and disability insurance for all its employees, as required by law, and shall provide employer's liability insurance coverage with limits of no less \$1,000,000 per accident for bodily injury or disease. Within 10 days of execution of this Agreement, and at least 15 day prior to the expiration of any such policies, VENDOR shall furnish CUSD with a copy of the policy or policies obtained in compliance this Section, stating that such insurance is in full force, and shall provide any additional evidence of coverage required by CUSD.

- iii. Each insurance policy required herein shall contain, or be endorsed to contain, a waiver of all rights of subrogation against CUSD.
- iv. CUSD reserves the right to modify their requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage or other special circumstances by giving a 60-day written notice specifying to the VENDOR
- v. Certificate of Insurance. Certificates for all type of insurance and additional insured endorsement for the liability coverage shall be furnished to CUSD within two weeks of the commencement date of this contract, such certificates indicating the name of the carrier, the policy number, and the expiration date. Renewal certificates shall be provided within 15 days of the renewal. 30 days prior to an interruption in coverage, VENDOR is responsible for notifying CUSD. Failure, however, of CUSD to obtain the required documents within the time frames herein shall not waive VENDOR's obligation to provide them. CUSD reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by this Agreement, by giving a 30-day written notice.
- f. Accidents. VENDOR shall report to CUSD any serious accident or incident within three (3) hours of occurrence.
- g. Claims Made. VENDOR shall report to CUSD in writing all claims made against the VENDOR in its operation of the PROGRAM in CUSD. VENDOR shall also provide copies to CUSD, within ten (10) days of their receipt by VENDOR, of any written reports indicating deficiencies or documenting a specific incident.
- h. Assignment. CUSD acknowledges that VENDOR may subcontract work to a third party contractors for targeted programming. All contractors will be vetted by VENDOR. VENDOR contractors will be responsible for their own registrations.

Neither this Agreement nor any interest therein, whether legal or equitable, shall be assigned, subleased, transferred, alienated, pledged, or hypothesized, voluntarily or by operation of law by VENDOR without the prior written consent of CUSD. The consent to one assignment, sublease, transfer, alienation, pledge, or hypothecation. Any such assignment, sublease, transfer, alienation, pledge, or hypothecation shall be void and shall, at CUSD's option, terminate this Agreement.

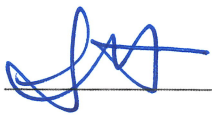
Agreement No. 1819112

- i. Amendments to Agreement. This agreement may only be amended by the mutual written consent of the parties hereto. No oral understanding or agreement not incorporated in this contract shall be binding on either party.
- j. Complete and Exclusive Statement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties. This Agreement supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement.
- k. Contact Person. Each party to this Agreement shall name one individual to be the representative contact person for all matters related to this Agreement.
- l. Attachments. All attachments to this Agreement are incorporated herein by this reference.

Exhibit A – 1. Use of Facilities Fee Schedule  
2. General Conditions for Facility Use

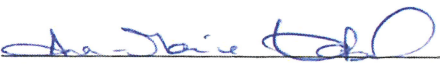
CAPISTRANO UNIFIED SCHOOL DISTRICT

DATED: September 26, 2018

By   
\_\_\_\_\_  
Lynh N. Rust  
Title: Executive Director, Contracts & Purchasing

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATED: Sept 25, 2018

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

AGREEMENT FOR THE OPERATION OF BEFORE AND AFTER SCHOOL ENRICHMENT, ACTIVITY, AND CAMPS PROGRAM  
CAPISTRANO UNIFIED SCHOOL DISTRICT – SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BP 1330(m)

**USE OF SCHOOL FACILITIES***USE OF SCHOOL FACILITIES FEE SCHEDULE – Effective June 1, 2010***GROUP A** = Non-profit, youth-serving**GROUP B** = Non-profit**GROUP C** = For Profit

NOTE: “Per Use” = Up to eight hours NOTE: Custodian needed at all non-school events NOTE: Facilities Staff Fee applicable on all use	Elementary School			Middle School			High School		
	A	B	C	A	B	C	A	B	C
<b>Type of Use</b>									
<b>APPLICATION FEE</b>	0	50.00	100.00	0	50.00	100.00	0	50.00	100.00
<b>BASKETBALL COURT</b> – Per Hour	0	<b>9.00</b>	<b>20.00</b>	0	<b>9.00</b>	<b>20.00</b>	0	<b>9.00</b>	<b>20.00</b>
Per Season	0	220.00	220.00	0	220.00	220.00	0	<b>220.00</b>	<b>220.00</b>
With Lights – Per Hour, additional	0			12.00	28.00	50.00			
<b>CAFETERIUM (MFMS)</b> – Per Hour				18.00	55.00	100.00			
<b>CLASSROOM</b> – Per Hour	7.00	22.00	35.00	7.00	22.00	35.00	7.00	22.00	35.00
Science Lab – Per Hour	8.00	50.00	90.00	<b>8.00</b>	50.00	90.00	<b>8.00</b>	50.00	90.00
University/College Cost – Per Day		55.00			55.00			55.00	
<b>CONFERENCE ROOM</b> – Per Hour	8.00	25.00	50.00	8.00	25.00	50.00	8.00	25.00	50.00
<b>FIELD</b> (any type, non-stadium) – Per Hour	<b>6.00</b>	7.00	8.00	<b>8.00</b>	11.00	20.00	<b>8.00</b>	25.00	50.00
GROUP A not to exceed \$250/month									
<b>GYM, Large</b> – Per Hour							<b>60.00</b>	<b>80.00</b>	<b>160.00</b>
GROUP A not to exceed \$1,000/month									
<b>GYM, Small</b> – Per Hour							<b>30.00</b>	<b>50.00</b>	<b>100.00</b>
GROUP A not to exceed \$750/month									
<b>LIBRARY</b> – Per Hour	8.00	25.00	50.00	8.00	25.00	50.00	16.00	50.00	75.00
<b>LOCKER ROOM</b> – Per Hour				<b>8.00</b>	28.00	50.00	12.00	44.00	75.00
<b>LUNCH TABLE AREA</b> – Per Hour	0	5.00	6.00						
<b>MALL</b> – Per Hour							26.00	85.00	150.00
Triton Center (SCHS) – Per Hour							26.00	85.00	150.00
<b>MPR</b> – Per Hour	10.00	55.00	100.00	10.00	55.00	100.00			
<b>PARKING LOT</b> – Per Day	10.00	44.00	100.00	10.00	44.00	100.00	10.00	44.00	100.00
<b>POOL, 25-meter</b> – Per Hour							55.00	85.00	150.00
GROUP A not to exceed \$2,000/month									
<b>POOL, 50-meter (CVHS)</b> – Per Hour							75.00	100.00	250.00
GROUP A not to exceed \$2,500/month									
<b>RESTROOM (Set)</b> – Per Hour	5.00	20.00	35.00	5.00	20.00	35.00	5.00	20.00	35.00
<b>STADIUM/TRACK (all)</b> – Per Use							<b>460.00</b>	<b>2,000.00</b>	<b>3,800.00</b>
With Lights – Per Hour, additional							55.00	75.00	200.00
<b>STAFF LOUNGE</b> – Per Hour	8.00	25.00	50.00	<b>8.00</b>	25.00	50.00	<b>8.00</b>	25.00	50.00
<b>TENNIS COURT</b> – Per Hour	6.00	6.00	10.00	6.00	6.00	10.00	8.00	12.00	20.00
With Lights – Per Hour, additional							24.00	32.00	70.00
<b>THEATER (except SJHHS)</b> – Per Hour							85.00	125.00	300.00
<b>AUDIO EQUIPMENT</b>									
Tape Recorder/CD Player – Per Use	<b>5.00</b>	5.00	10.00	<b>5.00</b>	5.00	10.00	<b>5.00</b>	5.00	10.00
Microphone – Per Use	<b>2.00</b>	2.00	6.00	<b>2.00</b>	2.00	6.00	<b>2.00</b>	2.00	6.00
Portable System/Podium – Per Use	<b>10.00</b>	10.00	25.00	<b>10.00</b>	10.00	25.00	<b>10.00</b>	10.00	25.00
Wireless Microphone System – Per Use	<b>25.00</b>	25.00	50.00	<b>25.00</b>	25.00	50.00	<b>25.00</b>	25.00	50.00
<b>CRAFTSMAN</b> – Per Hour	<b>60.00</b>	60.00	60.00	<b>60.00</b>	60.00	60.00	<b>60.00</b>	60.00	60.00
<b>CUSTODIAN</b> – Per Hour	<b>46.00</b>	46.00	46.00	<b>46.00</b>	46.00	46.00	<b>46.00</b>	46.00	46.00



BP 1330(n)

**USE OF SCHOOL FACILITIES** (continued)

USE OF SCHOOL FACILITIES FEE SCHEDULE – Effective November 1, 2007

**GROUP A** = Non-profit, youth-serving

**GROUP B** = Non-profit

**GROUP C** = For Profit

NOTE: “Per Use” = Up to eight hours NOTE: Custodian needed at all non-school events NOTE: Facilities Staff Fee applicable on all use	Elementary School			Middle School			High School		
	A	B	C	A	B	C	A	B	C
<b>Type of Use</b>									
<b>GROUNDSKEEPER</b> – Per Hour	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00	47.00
<b>Facilities Staff</b> – Per Hour	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
<b>MECHANICAL EQUIPMENT</b>									
Electric Generator – Per Use	50.00	50.00	100.00	50.00	50.00	100.00	50.00	50.00	100.00
Electrical Extensions – Per Use	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00	20.00
<b>PROJECTORS/SCREENS</b>									
Overhead Projector – Per Use	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00
35mm Projector – Per Use	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00	60.00
50”/70” Tripod Screen – Per Use	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00
<b>STAGE LIGHTING</b> - Per Light Mixer – Per Use	15.00	15.00	25.00	15.00	15.00	25.00	15.00	15.00	25.00
<b>VIDEO EQUIPMENT</b>									
Monitor/Receiver/Camcorder – Per Use	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00
VHS Player/VCR – Per Use	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00
LCD Data Player – Per Use	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00	300.00
<b>WATER HOOK-UP</b> – Per Use	4.00	4.00		4.00	4.00		4.00	4.00	

Legal Reference:

EDUCATION CODE

10900-10916 Community Recreation Programs

40040-40047 Civic Center Act: use of school property for public purposes

ACLU of So. Calif. v. Board of Education of Los Angeles (1961), 55 Cal 2nd 167

ACLU of So. Calif. v. Board of Education of San Diego (1961), 55 Cal 2nd 906

ACLU of So. Calif. v. Board of Education of Los Angeles (1963), 59 Cal 2nd 203

ACLU of So. Calif. v. Board of Education of San Diego (1963), 59 Cal 2nd 224

Connell v. Higgenbotham (1971), 403 US 207, 91 S.Ct. 1772

Cole v. Richardson (1972), 405 US 676, 92 S.Ct. 1332

HEALTH AND SAFETY CODE

24167 Implementation of tobacco use prevention program

Management Resources:

LEGAL ADVISORY

1101.89 School District Liability and "Hold Harmless" Agreements,

Policy

adopted: October 2, 1995

revised: June 14, 1999

revised: September 15, 2000

revised: May 14, 2001

revised: September 8, 2004

revised: September 12, 2005

revised: July 2, 2007

**CAPISTRANO UNIFIED SCHOOL DISTRICT**

San Juan Capistrano, California

revised: December 10, 2007



I agree to the **facility use terms and conditions**.

General Conditions for Facility Use By submitting this request (Agreement), the legal agent/representative of such organization, group or individual (Applicant) hereby agrees to abide by all of the facility use conditions and regulations and any waivers contained herein. Furthermore Applicant agrees to defend, indemnify, and hold harmless the District, its Board, officer, agents and employees from all losses, costs, and expenses arising out of any liability or claims of liability for personal injury, bodily injury to persons, contractual liability and damage to property, including loss or theft of District property, sustained or claimed to have been sustained arising out of Applicants use of facilities, whether such act is authorized by this Agreement or not; District assumes no responsibility whatsoever for any property placed on the premises. Applicant further agrees to waive all rights of subrogation against the District. The provisions of this section does not apply to any damage or losses caused solely by the negligence of the District or any of its agents or employees. The Capistrano Unified School District endorses the philosophy that community nonprofit groups should be allowed to utilize school facilities for meetings and public activities and actively cooperates and assists such groups in these endeavors where reasonable supervision exists. The Education Code provides that every school is a civic center when not being used for school purposes. Each application containing a description of the intended use of the facilities is provided to District employees as guidelines in determining appropriateness of use of school facilities and whether or not the proposed activity meets district standards.

#### 1.0 GENERAL REGULATIONS

- 1.1 All applications for use of school facilities will be processed on submission of the Use of School Facilities Application.
- 1.2 Proof of comprehensive general liability insurance coverage for \$1 million unless activity warrants a higher level (to be determined at the District). Proof shall be: 1 – a Certificate of Insurance and 2 – an Additional Insured Endorsement, both naming the Capistrano Unified School District as an additional insured party on the Applicant's policy. These documents must be on file with the district prior to the activity. A 30-day Notice of Cancellation of insurance coverage is required.
- 1.3 Fees will be charged based on current fee schedules and conditions adopted by the Board of Trustees.
- 1.4 In order to receive Use of Facilities benefits, group A, B, C or D applicants must agree that:
  - 1.4.1 Their organization will not discriminate against any person on the basis of disability, race, ethnicity, nationality, gender, sexual orientation, or religion.
  - 1.4.2 In order for an individual with disabilities to be able to participate effectively, the program will be reasonably modified, without increased cost to the participant.

- 1.4.3 Modifications or services must be provided unless doing so would fundamentally alter the nature of the program or present an undue burden. Any determination that participation would result in a fundamental alteration of the program must be made on an individual basis.
- 1.5 Applicants shall not make additions, alterations, or repairs to facilities, equipment, or grounds without written approval of district personnel. If the proposed change is deemed in writing to be beneficial, the proposed change shall be treated as a gift to the district and processed according to Board policy.
- 1.6 Applicants shall not use the district's computer network and Internet access is prohibited. These resources are to be used only by employees and students of CUSD.

## 2.0 USE OF SCHOOL PROPERTY

### 2.1 Furniture and Equipment

- 2.1.1 Furniture normally kept in the multipurpose or multiuse room will be available for use by approved organizations without special permit.
- 2.1.2 Any additional equipment must be obtained through arrangements with the principal's office and be noted on the application.
- 2.1.3 In the event additional equipment is used, the group must furnish its own operator and present evidence to the principal of competence in operating such equipment.
- 2.1.4 Any special furniture or equipment set ups or unique requests will be assessed at fee schedule rates.

### 2.2 Loan of Furniture and Equipment

- 2.2.1 The loan of school furniture or equipment to individuals for personal or private purposes is prohibited.
- 2.2.2 Requests for approval to remove equipment from school premises must be submitted at time of application.

### 2.3 Damage to School Property

- 2.3.1 To protect school property from damage and mistreatment, organizations using school facilities should take such precautions as necessary to return school property clean and in good working order.
- 2.3.2 Groups shall be responsible for maintaining and returning facilities to the district in the same condition in which they were received.

- 2.3.3 Applicants agree that in cases where school property has been damaged or abused beyond normal wear, costs for such repairs will be the responsibility of the organization.

#### 2.4 Decorations

- 2.4.1 Any decorations or adornments shall be erected in a manner in which it does not disrupt or destroy school property.
- 2.4.2 All decorations shall be removed at the conclusion of the activity.

#### 2.5 Use of Stage Equipment

- 2.5.1 Use of stage areas requires full details of equipment needs on the application.
- 2.5.2 Persons or organizations whose permit includes use of stage areas and equipment must either be cleared by appropriate staff personnel or pay district staff appropriately for their operation.

#### 2.6 Safety

- 2.6.1 The number of people admitted or seated within school property shall not exceed the regular capacity established in the California Safety Code. At no time may occupancy exceed posted occupancy rates.
- 2.6.2 Any equipment or props brought onto school facilities by approved organizations shall be flame proofed and meet all health, safety, and fire codes.

#### 2.7 Grounds Utilization

- 2.7.1 Operation of equipment or activities which constitute a hazard or public nuisance, e.g., flying of motorized model airplanes, is prohibited.
- 2.7.2 Power-driven vehicles shall not be operated on playground or hard surface play areas, except as is necessary by school personnel in carrying out their assigned responsibilities.

#### 2.8 Specially Equipped Areas

- 2.8.1 Areas such as gymnasiums, weight rooms, tennis courts, computer labs, industrial arts areas, science rooms, etc., will not be available to the general public unless participating occupants demonstrate satisfactory competency to control and protect school equipment.
- 2.8.2 Specially equipped areas must be under the supervision of a district employee.
- 2.8.3 Unauthorized use of equipment or entry to other sections of the campus or building may result in cancellation of the Facility Use Agreement.

- 2.8.4 Appropriate apparel, footwear, and eye protection must be worn as dictated by the specialty area occupied.
- 2.8.5 Organizations using specialty areas shall immediately report all equipment failures and damage of school property to the district supervisor. In cases where such damage or failure is a result of activities of the organization, the organization shall assume full responsibility for repairs.
- 2.8.6 Eating or drinking in carpeted areas or in any specialty areas is prohibited.

## 2.9 Movement of Large Equipment

- 2.9.1 Large equipment items, e.g., pianos, shall not be moved from area-to-area without prior approval.

## 2.10 Buses

- 2.10.1 School buses are available for recognized groups at a rate determined by the Transportation office.

## 2.11 Kitchen Facilities

- 2.11.1 An organization may use kitchen/cafeteria facilities, at a fee schedule determined by the Board, pending consultation with the Director, Food & Nutrition Services, to determine appropriateness of use and to determine if Food Services personnel are necessary to protect school property or facilitate the event.

## 2.12 Rest Rooms

- 2.12.1 Any activity using interior school facilities beyond a two-hour period must have rest rooms available at a scheduled fee. Any activity using outdoor school facilities for longer than four hours, must rent restrooms at the school or rent a port-a-potty.

## 2.13 Air Conditioning

- 2.13.1 Use of central air conditioning systems will be estimated at a rate to be determined by the Facilities Department.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Award of Contracts to a pool of Legal Services Firms and appoint Randy Erickson from Erickson Law Firm as General Counsel

**ACTION:** Approval

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### **BACKGROUND**

South Orange County Community College District (District) needs to appoint a General Counsel and identify a pool of qualified legal firms with various specialized areas of expertise to assist the District as needed. A competitive RFQ&P selection process was undertaken to identify the pool of counsel.

### **STATUS**

On September 18, 2018, Request for Qualifications and Proposals 365D for Legal Services (RFQ&P) was issued by placing advertisements in the OC Register on September 18 and 25, 2018. The RFQ&P document was also made available on the District's website and the District further identified and reached out to ninety (90) firms and distributed the RFQ&P to them. On October 17, 2018, fourteen (14) proposals deemed responsive in conformance to RFQ&P specifications were received. The District's RFQ&P selection committee, based on the set criteria as identified in the RFQ&P, shortlisted eight (8) firms' on the District's pool of counsel. Out of the eight (8), four (4) firms were chosen to be interviewed for the selection of the General Counsel. Based on a combination of qualifications and expertise, demonstrated knowledge and experience with higher education, client references and fees, the committee recommends award of contract for General Counsel to Erickson Law Firm as the best fit and most competitively priced counsel for the District. The committee further identified the below pool of firms to assist the District on an as needed basis for various areas of expertise:

<b>EXHIBIT</b>	<b>FIRM NAME</b>	<b>LEAD COUNSEL</b>	<b>SR. PARTNER FEE</b>
A	<b>Erickson Law Firm*</b>	Randy Erickson	\$225
B	Atkinson, Andelson, Loya, Ruud & Romo	Warren Kinsler	\$320
C	Best Best & Krieger	Tyree Dorward	\$300
D	Jackson Tidus	Andrew Bernstein	\$450
E	Liebert Cassidy Whitmore	Cynthia Weldon	\$325
F	Lozano Smith	Louis Lozano	\$280
G	Parker & Covert	Douglas Yeoman	\$265
H	Public Agency Law Group	Sherman Wong	\$295

*\*Selected as General Counsel*

Funding for these services is available in the District's general fund.

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

## **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the award of contract to Erickson Law Firm to provide General Counsel Legal Services and further approve the award of contracts to the firms identified in the pool of legal firms to assist the District on an as needed basis at the various rates negotiated for each of the contracts for a period of January 1, 2019 through December 31, 2021 with two (2) one year extensions.



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### LEGAL SERVICES AGREEMENT

This contract made and entered into this 11<sup>th</sup> day of December, 2018 by and between South Orange County Community College District of Orange County, California, hereinafter called the "District" and Erickson Law Firm, hereinafter called "Firm".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

**Article 1. CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The RFQ&P No. 365D as included herein, the accepted proposal, the specifications of this Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, as applicable. Any and all obligations of the District and Firm are fully set forth and described therein or are reasonably inferable there from. All of the above documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the others or vice versa, is to be executed the same as if mentioned in said documents; provided further, however, in the event of a conflict between the RFQ&P and Proposal, the RFQ&P shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control. The documents comprising of the complete contract are sometimes hereinafter referred to as the Contract Document and all covenants, provisions and articles shall be interpreted in the benefit of the District.

**Article 2. EMPLOYMENT OF FIRM TO PROVIDE LEGAL SERVICES:** The District, pursuant to section 53060 of the Government Code, hereby employs Firm to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the provision of legal services to the District.

**Article 3. SCOPE OF WORK:** The scope of work and the provisions for its performance shall be in accordance with the terms and conditions as specified in RFQ&P No. 365D, included herein as part of this Agreement.

**Article 4. CONTRACT PERIOD:** This Agreement shall be in effect for a period of three (3) fiscal years from January 1, 2019 to December 31, 2021 with the option of two (2) one (1) year extensions to the term. Term shall not exceed five (5) fiscal years.

**Article 5. QUALITY OF WORK:** Firm shall be responsible for the performance of all work as specified in this Contract, and shall guarantee that work meets or exceeds the specifications as set forth herein.

**Article 6. PROPOSER'S EMPLOYEES:** Firm shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best-qualified personnel to work under this Agreement. Should the District deem anyone employed on this account to be incompetent or unfit for his/her duties, and so inform Firm, Firm shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this Agreement.

**Article 7. EXTRA WORK AND SERVICES:** In the event that circumstances indicate that more detailed work is required in addition to that which would be sufficient under ordinary circumstances, the Firm shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify Firm in writing. NO claims of Firm for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

**Article 8. SCHEDULE:** The District shall schedule and coordinate the performance of the work and Firm agrees to comply strictly with such scheduling and coordination.

**Article 9. FEES:** The District agrees to pay and Firm agrees to accept for performance of all services rendered herein, exclusive of extra work and services, fees as specified in accordance with the rates as proposed in the Revised Fee & Rate Proposal dated November 14, 2018 (Attachment A).

**Article 10. PAYMENT:** Payment terms shall be "Net 45" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable. Progress invoices may be submitted for payment, subject to approval of the Vice Chancellor of Business Services.



**Article 11. TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, Firm shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and Firm hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this Contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

**Article 12. DEFAULT BY Erickson Law Firm:** The District shall hold Firm responsible for any damage which may be sustained because of the failure or neglect of Firm to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence in this Agreement. If Firm fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Agreement, the District may, upon written notice to Firm, cancel the Agreement in its entirety or cancel or rescind any or all items affected by such default.

**Article 13. WAIVER OF LIABILITY:** In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall hold harmless and indemnify the District and its trustees, officers, and employees from every claim or demand which may be made by reason of the work called for in this Agreement. Firm at its own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

**Article 14. INSURANCE REQUIREMENTS:** Firm shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Firm and District from claims which may arise out of or result from Firm's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The Firm shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
  - i. Owned, non-owned and hired vehicles;
  - ii. Blanket contractual;
  - iii. Broad form property damage;
  - iv. Products/completed operations; and
  - v. Personal injury.
- c. Professional liability insurance (errors and omissions), including contractual liability and malpractice liability with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Firm hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Firm shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Firm shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Firm fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Firm, and in such event Firm shall reimburse District upon demand for the cost thereof. Firm must name District and its officers, agents, volunteers and employees as additional insured under said policy under separate endorsement.

- d. In the event that Firm subcontracts any portion of Firm's duties, Firm shall require any such sub-contractors to purchase and maintain insurance coverage for the types of insurance referenced in Article 14, paragraphs a, b and c above in amounts which are appropriate with respect to that sub-Firm's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions thereof, insurance adequate to protect Firm from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), and damage to property which may arise as a consequence of this Agreement. The failure to furnish such evidence may be considered default by Firm. Firm and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this Contract. All operations and materials shall be in accordance with the law.

**Article 15. INDEPENDENT CONTRACTOR:** Firm is not an officer, employee, or agent of the District. While engaged in carrying out and complying with the terms and conditions of this contract, Firm is an independent contractor, and is not an officer, employee or agent of the District.

**Article 16. INSTRUCTIONS TO PROCEED:** Firm is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

**Article 17. ENTIRE AGREEMENT:** This Agreement and any exhibits attached hereto constitute the entire Agreement among the Parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the Agreement.

**Article 18. ACKNOWLEDGEMENT AND ACCEPTANCE:** IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed, and Firm has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

**Erickson Law Firm**

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

Federal Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Are you a District employee? ☐ Yes ☐ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☐ No

If yes, please specify and attach a copy of current License.

Signature: \_\_\_\_\_

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

**South Orange County Community College District**

Ann-Marie Gabel  
Vice Chancellor, Business Services

28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Telephone: (949) 582-4840  
Fax: (949) 364-1731

Signature: \_\_\_\_\_

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

## REVISED FEE AND RATE PROPOSAL

Attorney rates are charged in 1/10<sup>th</sup> hour increments.

Proposal for all services (General Counsel, Employment & Labor Relations, Student Affairs, Business and Financial Affairs, and Public Construction) at hourly rates:

<b>Hourly Rate For:</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Owner/CEO	\$225.00	\$225.00	\$236.50	\$236.50	\$248.00
Associate/Attorney	\$225.00	\$225.00	\$236.50	\$236.50	\$248.00
Court Litigation	\$225.00	\$225.00	\$236.50	\$236.50	\$248.00
Administrative Hearing	\$225.00	\$225.00	\$236.50	\$236.50	\$248.00
Board Meeting Attendance	\$225.00	\$225.00	\$236.50	\$236.50	\$248.00
Mandated Cost Matters*	\$135.00	\$135.00	\$135.00	\$135.00	\$135.00
Paralegal	\$105.00	\$105.00	\$105.00	\$105.00	\$105.00
Travel	\$0	\$0	\$0	\$0	\$0
Cost of Fax Receipt/Transmission	\$0	\$0	\$0	\$0	\$0
Telephone Consultation	See below.				
Printing Duplication Costs	See below.				

\*For mandated cost matters, Erickson Law Firm charges the mandated reimbursement rate paid by the State. If this rate changes, we reserve the right to increase this amount.

- No Retainer
- No charge for Travel Time
- No charge for phone calls with administrators on non-mandated cost matters less than 15 minutes
- No cost for fax transmission/receiving
- Once the aggregate total of legal fees in a given year exceeds \$250,000.00, a 10% discount will be applied to all subsequent legal fee invoices.
- Two workshops/trainings on the topics of choice per year at no additional cost

The firm may incur various costs and expenses in performing legal and consulting services, such as marshal and process servers' fees, filing fees, and other charges assessed by courts and public agencies, court reporters' fees, jury fees, witness fees, messenger and other delivery fees, charges for computer research and outside assisted legal research, investigation expenses, consultants' fees, expert witness fees, reasonable travel expenses (including the lesser of IRS mileage or rental car plus fuel, lodging, parking, etc.), outside photocopying and reproduction, and other similar items. All costs are listed on the front cover of the firm's monthly invoice along with a copy of the invoice.



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### LEGAL SERVICES AGREEMENT

This contract made and entered into this 11<sup>th</sup> day of December, 2018 by and between South Orange County Community College District of Orange County, California, hereinafter called the "District" and Atkinson, Andelson, Loya, Ruud & Romo, hereinafter called "Firm".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

**Article 1. CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The RFQ&P No. 365D as included herein, the accepted proposal, the specifications of this Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, as applicable. Any and all obligations of the District and Firm are fully set forth and described therein or are reasonably inferable there from. All of the above documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the others or vice versa, is to be executed the same as if mentioned in said documents; provided further, however, in the event of a conflict between the RFQ&P and Proposal, the RFQ&P shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control. The documents comprising of the complete contract are sometimes hereinafter referred to as the Contract Document and all covenants, provisions and articles shall be interpreted in the benefit of the District.

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**Article 4. CONTRACT PERIOD:** This Agreement shall be in effect for a period of three (3) fiscal years from January 1, 2019 to December 31, 2021 with the option of two (2) one (1) year extensions to the term. Term shall not exceed five (5) fiscal years.

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**Article 7. EXTRA WORK AND SERVICES:** In the event that circumstances indicate that more detailed work is required in addition to that which would be sufficient under ordinary circumstances, the Firm shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify Firm in writing. NO claims of Firm for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

**Article 8. SCHEDULE:** The District shall schedule and coordinate the performance of the work and Firm agrees to comply strictly with such scheduling and coordination.

**Article 9. FEES:** The District agrees to pay and Firm agrees to accept for performance of all services rendered herein, exclusive of extra work and services, fees as specified in accordance with the rates as proposed in the Revised Fee & Rate Proposal dated November 14, 2018 (Attachment A).

**Article 10. PAYMENT:** Payment terms shall be "Net 45" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable. Progress invoices may be submitted for payment, subject to approval of the Vice Chancellor of Business Services.

**Article 11. TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, Firm shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and Firm hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this Contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

**Article 12. DEFAULT BY Atkinson, Andelson, Loya, Ruud & Romo:** The District shall hold Firm responsible for any damage which may be sustained because of the failure or neglect of Firm to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence in this Agreement. If Firm fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Agreement, the District may, upon written notice to Firm, cancel the Agreement in its entirety or cancel or rescind any or all items affected by such default.

**Article 13. WAIVER OF LIABILITY:** In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall hold harmless and indemnify the District and its trustees, officers, and employees from every claim or demand which may be made by reason of the this Agreement by the Firm. Firm at its own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

**Article 14. INSURANCE REQUIREMENTS:** Firm shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Firm and District from claims which may arise out of or result from Firm's negligent actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The Firm shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
  - i. Owned, non-owned and hired vehicles;
  - ii. Blanket contractual;
  - iii. Broad form property damage;
  - iv. Products/completed operations; and
  - v. Personal injury.
- c. Professional liability insurance (errors and omissions), including contractual liability and malpractice liability with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Firm hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation. Firm shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Firm shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Firm fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Firm, and in such event Firm shall reimburse District upon demand for the cost thereof. Firm must name District and its officers, agents, volunteers and employees as additional insured under said policy under separate endorsement.

- d. In the event that Firm subcontracts any portion of Firm's duties, Firm shall require any such sub-contractors to purchase and maintain insurance coverage for the types of insurance referenced in Article 14, paragraphs a, b and c above in amounts which are appropriate with respect to that sub-Firm's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions thereof, insurance adequate to protect Firm from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), and damage to property which may arise as a consequence of this Agreement. The failure to furnish such evidence may be considered default by Firm. Firm and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this Contract. All operations and materials shall be in accordance with the law.

**Article 15. INDEPENDENT CONTRACTOR:** Firm is not an officer, employee, or agent of the District. While engaged in carrying out and complying with the terms and conditions of this contract, Firm is an independent contractor, and is not an officer, employee or agent of the District.

**Article 16. INSTRUCTIONS TO PROCEED:** Firm is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

**Article 17. ACKNOWLEDGEMENT AND ACCEPTANCE:** IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed, and Firm has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

**Atkinson, Andelson, Loya, Ruud & Romo**

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

Federal Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Are you a District employee? ☐ Yes ☐ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☐ No

If yes, please specify and attach a copy of current License.

Signature: \_\_\_\_\_

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

**South Orange County Community College District**

Ann-Marie Gabel  
Vice Chancellor, Business Services

28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Telephone: (949) 582-4840  
Fax: (949) 364-1731

Signature: \_\_\_\_\_

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

## FORM D: Fee and Rate Proposal - Revised as of 11/14/18

The fees below correspond to AALRR's current agreement with SOCCCD and apply to all areas of specialization the Proposal is being submitted for.

*\*Specialty rates may be requested with respect to matters including but not limited to project labor agreements, intellectual property, and other matters that do not typically arise in the community college district context.*

Hourly Rates	2019	2020	2021	2022	2023
Senior Partners	\$320	\$320	\$325	\$330	\$340
Partners/Senior Counsel	\$300	\$305	\$310	\$315	\$320
Senior Associates	\$295	\$295	\$300	\$305	\$310
Associates	\$ 285	\$285	\$290	\$295	\$295
Electronic Technology Litigation Specialist	\$250	\$250	\$255	\$260	\$265
Non-Legal Consultants	\$200	\$200	\$205	\$210	\$215
Senior Paralegals/Law Clerks	\$165	\$165	\$170	\$175	\$180
Paralegals/Legal Assistants	\$160	\$160	\$165	\$170	\$175
Hourly rate for Telephone Consultation	same as above for each category	same as above for each category	same as above for each category	same as above for each category	same as above for each category
Hourly rate for Court Litigation	same as above for each category	same as above for each category	same as above for each category	same as above for each category	same as above for each category
Hourly rate for Administrative Proceedings	same as above for each category	same as above for each category	same as above for each category	same as above for each category	same as above for each category
Hourly rate for Travel (portal-to-portal)	Travel time to District billed from	Travel time to District billed from	Travel time to District billed	Travel time to District billed from	Travel time to District billed

	the firm's closest office; other travel is portal - to portal	the firm's closest office; other travel is portal - to -portal	from the firm's closest office; other travel is portal - to - portal	the firm's closest office; other travel is portal - to -portal	from the firm's closest office; other travel is portal - to -portal
Hourly rate for Attendance at Board	same as above for each category	same as above for each category	same as above for each category	same as above for each category	same as above for each category
Meetings & Closed Sessions	same as above for each category	same as above for each category	same as above for each category	same as above for each category	same as above for each category
Cost for fax transmission/receiving	\$0	\$0	\$0	\$0	\$0
Cost for printing/duplication	\$.10 per page	\$.10 per page	\$.10 per page	\$.10 per page	\$.10 per page





## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### LEGAL SERVICES AGREEMENT

This contract made and entered into this 11<sup>th</sup> day of December, 2018 by and between South Orange County Community College District of Orange County, California, hereinafter called the "District" and Best Best & Krieger, hereinafter called "Firm".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

**Article 1. CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The RFQ&P No. 365D as included herein, the accepted proposal, the specifications of this Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, as applicable. Any and all obligations of the District and Firm are fully set forth and described therein or are reasonably inferable there from. All of the above documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the others or vice versa, is to be executed the same as if mentioned in said documents; provided further, however, in the event of a conflict between the RFQ&P and Proposal, the RFQ&P shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control. The documents comprising of the complete contract are sometimes hereinafter referred to as the Contract Document and all covenants, provisions and articles shall be interpreted in the benefit of the District.

**Article 2. EMPLOYMENT OF FIRM TO PROVIDE LEGAL SERVICES:** The District, pursuant to section 53060 of the Government Code, hereby employs Firm to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the provision of legal services to the District.

**Article 3. SCOPE OF WORK:** The scope of work and the provisions for its performance shall be in accordance with the terms and conditions as specified in RFQ&P No. 365D, included herein as part of this Agreement.

**Article 4. CONTRACT PERIOD:** This Agreement shall be in effect for a period of three (3) fiscal years from January 1, 2019 to December 31, 2021 with the option of two (2) one (1) year extensions to the term. Term shall not exceed five (5) fiscal years.

**Article 5. QUALITY OF WORK:** Firm shall be responsible for the performance of all work as specified in this Contract, and shall guarantee that work meets or exceeds the specifications as set forth herein.

**Article 6. PROPOSER'S EMPLOYEES:** Firm shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best-qualified personnel to work under this Agreement. Should the District deem anyone employed on this account to be incompetent or unfit for his/her duties, and so inform Firm, Firm shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this Agreement.

**Article 7. EXTRA WORK AND SERVICES:** In the event that circumstances indicate that more detailed work is required in addition to that which would be sufficient under ordinary circumstances, the Firm shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify Firm in writing. NO claims of Firm for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

**Article 8. SCHEDULE:** The District shall schedule and coordinate the performance of the work and Firm agrees to comply strictly with such scheduling and coordination.

**Article 9. FEES:** The District agrees to pay and Firm agrees to accept for performance of all services rendered herein, exclusive of extra work and services, fees as specified in accordance with the rates as proposed in the Revised Fee & Rate Proposal dated November 16, 2018 (Attachment A).

**Article 10. PAYMENT:** Payment terms shall be "Net 45" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable. Progress invoices may be submitted for payment, subject to approval of the Vice Chancellor of Business Services.

**Article 11. TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, Firm shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and Firm hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this Contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

**Article 12. DEFAULT BY Best Best & Krieger:** The District shall hold Firm responsible for any damage which may be sustained because of the failure or neglect of Firm to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence in this Agreement. If Firm fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Agreement, the District may, upon written notice to Firm, cancel the Agreement in its entirety or cancel or rescind any or all items affected by such default.

**Article 13. WAIVER OF LIABILITY:** In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall hold harmless and indemnify the District and its trustees, officers, and employees from every claim or demand which may be made by reason of the work called for in this Agreement. Firm at its own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

**Article 14. INSURANCE REQUIREMENTS:** Firm shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Firm and District from claims which may arise out of or result from Firm's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The Firm shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
  - i. Owned, non-owned and hired vehicles;
  - ii. Blanket contractual;
  - iii. Broad form property damage;
  - iv. Products/completed operations; and
  - v. Personal injury.
- c. Professional liability insurance (errors and omissions), including contractual liability and malpractice liability with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Firm hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Firm shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Firm shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Firm fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Firm, and in such event Firm shall reimburse District upon demand for the cost thereof. Firm must name District and its officers, agents, volunteers and employees as additional insured under said policy under separate endorsement.

- d. In the event that Firm subcontracts any portion of Firm's duties, Firm shall require any such sub-contractors to purchase and maintain insurance coverage for the types of insurance referenced in Article 14, paragraphs a, b and c above in amounts which are appropriate with respect to that sub-Firm's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions thereof, insurance adequate to protect Firm from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), and damage to property which may arise as a consequence of this Agreement. The failure to furnish such evidence may be considered default by Firm. Firm and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this Contract. All operations and materials shall be in accordance with the law.

**Article 15. INDEPENDENT CONTRACTOR:** Firm is not an officer, employee, or agent of the District. While engaged in carrying out and complying with the terms and conditions of this contract, Firm is an independent contractor, and is not an officer, employee or agent of the District.

**Article 16. INSTRUCTIONS TO PROCEED:** Firm is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

**Article 17. ACKNOWLEDGEMENT AND ACCEPTANCE:** IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed, and Firm has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

**Best Best & Krieger**

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

Federal Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Are you a District employee? ☐ Yes ☐ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☐ No

If yes, please specify and attach a copy of current License.

Signature: \_\_\_\_\_

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

**South Orange County Community College District**

Ann-Marie Gabel  
Vice Chancellor, Business Services

28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Telephone: (949) 582-4840  
Fax: (949) 364-1731

Signature: \_\_\_\_\_

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
Legal Services

RFQ&P No. 365D

**PROPOSAL FORM D**  
**FEE AND RATE PROPOSAL (2 PAGE LIMIT)** **Revised**

Provide the following information regarding the various fees and hourly rates to be charged to the District. Hourly rates shall be charged in quarter-hour intervals or greater. Please indicate if these fees apply to the areas of specialization that the Proposal is being submitted for.

TYPE OF SERVICE: (General Counsel / Employment & Labor Relations/ Student Affairs/ Business and Financial Affairs/ Public Construction)					
	2019	2020	2021	2022	2023
Hourly Rate for Partner	\$ 300	\$ 300	\$ 300	\$ 315	\$ 315
Hourly Rate for Attorney of Counsel	\$ 300	\$ 300	\$ 300	\$ 315	\$ 315
Hourly Rate for Associate	\$ 250	\$ 250	\$ 250	\$ 260	\$ 260
Hourly Rate for Paralegal	\$ 150	\$ 150	\$ 150	\$ 160	\$ 160
Hourly Rate for Telephone Consultation	\$ *see note	\$ *see note	\$ *see note	\$ *see note	\$ *see note
Hourly Rate for Court Litigation	\$ *see note	\$ *see note	\$ *see note	\$ *see note	\$ *see note
Hourly Rate for Administrative Proceedings	\$ *see note	\$ *see note	\$ *see note	\$ *see note	\$ *see note
Hourly Rate for Travel (Portal-to-Portal)	\$ **see note	\$ *see note	\$ *see note	\$ *see note	\$ *see note
Hourly Rate for Attendance at Board Meetings & Closed Sessions	\$ *see note	\$ *see note	\$ *see note	\$ *see note	\$ *see note
Cost for Fax Transmission/Receiving	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Cost for Printing/Duplication	\$ 0.17	\$ 0.17	\$ 0.17	\$ 0.17	\$ 0.17

\*The hourly rates for the tasks will be at the rate of the level of attorney assigned

\*\*The hourly rate for travel will be at half the rate of the level of attorney assigned \*\*\*All travel time will only be billed based on closest BB&K office to the District (Irvine)

List any other types of services generating a cost to the District which are not included in the fees shown above, plus a formula or explanation as to how these additional costs will be determined and billed to the District.

Pricing should be submitted for years 1 through 5 of the proposed contract period. Fees for all 5 years shall be firm.



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### LEGAL SERVICES AGREEMENT

This contract made and entered into this 11<sup>th</sup> day of December, 2018 by and between South Orange County Community College District of Orange County, California, hereinafter called the "District" and Jackson Tidus, hereinafter called "Firm".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

**Article 1. CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The RFQ&P No. 365D as included herein, the accepted proposal, the specifications of this Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, as applicable. Any and all obligations of the District and Firm are fully set forth and described therein or are reasonably inferable there from. All of the above documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the others or vice versa, is to be executed the same as if mentioned in said documents; provided further, however, in the event of a conflict between the RFQ&P and Proposal, the RFQ&P shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control. The documents comprising of the complete contract are sometimes hereinafter referred to as the Contract Document and all covenants, provisions and articles shall be interpreted in the benefit of the District.

**Article 2. EMPLOYMENT OF FIRM TO PROVIDE LEGAL SERVICES:** The District, pursuant to section 53060 of the Government Code, hereby employs Firm to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the provision of legal services to the District.

**Article 3. SCOPE OF WORK:** The scope of work and the provisions for its performance shall be in accordance with the terms and conditions as specified in RFQ&P No. 365D, included herein as part of this Agreement.

**Article 4. CONTRACT PERIOD:** This Agreement shall be in effect for a period of three (3) fiscal years from January 1, 2019 to December 31, 2021 with the option of two (2) one (1) year extensions to the term. Term shall not exceed five (5) fiscal years.

**Article 5. QUALITY OF WORK:** Firm shall be responsible for the performance of all work as specified in this Contract, and shall guarantee that work meets or exceeds the specifications as set forth herein.

**Article 6. PROPOSER'S EMPLOYEES:** Firm shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best-qualified personnel to work under this Agreement. Should the District deem anyone employed on this account to be incompetent or unfit for his/her duties, and so inform Firm, Firm shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this Agreement.

**Article 7. EXTRA WORK AND SERVICES:** In the event that circumstances indicate that more detailed work is required in addition to that which would be sufficient under ordinary circumstances, the Firm shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify Firm in writing. NO claims of Firm for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

**Article 8. SCHEDULE:** The District shall schedule and coordinate the performance of the work and Firm agrees to comply strictly with such scheduling and coordination.

**Article 9. FEES:** The District agrees to pay and Firm agrees to accept for performance of all services rendered herein, exclusive of extra work and services, fees as specified in accordance with the rates as proposed in the Revised Fee & Rate Proposal dated November 14, 2018 (Attachment A).

**Article 10. PAYMENT:** Payment terms shall be "Net 45" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable. Progress invoices may be submitted for payment, subject to approval of the Vice Chancellor of Business Services.

**Article 11. TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, Firm shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and Firm hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this Contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

**Article 12. DEFAULT BY Jackson Tidus:** The District shall hold Firm responsible for any damage which may be sustained because of the failure or neglect of Firm to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence in this Agreement. If Firm fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Agreement, the District may, upon written notice to Firm, cancel the Agreement in its entirety or cancel or rescind any or all items affected by such default.

**Article 13. WAIVER OF LIABILITY:** In accordance with the terms and conditions as specified in RFQ&P No. 365D, except for active negligence or willful misconduct of the District or its trustees, officers, and employees, the Firm undertakes and agrees to defend, indemnify and hold harmless at its own expense and risk the District and its trustees, officers, and employees from and against every claim or demand which may be made by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by the Firm that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

**Article 14. INSURANCE REQUIREMENTS:** Firm shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Firm and District from claims which may arise out of or result from Firm's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The Firm shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
  - i. Owned, non-owned and hired vehicles;
  - ii. Blanket contractual;
  - iii. Broad form property damage;
  - iv. Products/completed operations; and
  - v. Personal injury.
- c. Professional liability insurance (errors and omissions), including contractual liability and malpractice liability with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Firm hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Firm shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Firm shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Firm fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Firm, and in such event Firm shall reimburse District upon demand for the cost thereof. Firm must name District and its officers, agents, volunteers and employees as additional insured under said policy under separate endorsement.

- d. In the event that Firm subcontracts any portion of Firm's duties, Firm shall require any such sub-contractors to purchase and maintain insurance coverage for the types of insurance referenced in Article 14, paragraphs a, b and c above in amounts which are appropriate with respect to that sub-Firm's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions thereof, insurance adequate to protect Firm from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), and damage to property which may arise as a consequence of this Agreement. The failure to furnish such evidence may be considered default by Firm. Firm and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this Contract. All operations and materials shall be in accordance with the law.

**Article 15. INDEPENDENT CONTRACTOR:** Firm is not an officer, employee, or agent of the District. While engaged in carrying out and complying with the terms and conditions of this contract, Firm is an independent contractor, and is not an officer, employee or agent of the District.

**Article 16. INSTRUCTIONS TO PROCEED:** Firm is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

**Article 17. ENTIRE AGREEMENT:** This Agreement and any exhibits attached hereto constitute the entire Agreement among the Parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the Agreement.

**Article 18. ACKNOWLEDGEMENT AND ACCEPTANCE:** IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed, and Firm has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

**Jackson Tidus**

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

Federal Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Are you a District employee? ☐ Yes ☐ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☐ No

If yes, please specify and attach a copy of current License.

Signature: \_\_\_\_\_

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

**South Orange County Community College District**

Ann-Marie Gabel  
Vice Chancellor, Business Services

28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Telephone: (949) 582-4840  
Fax: (949) 364-1731

Signature: \_\_\_\_\_

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

**REVISED PROPOSAL FORM D**

**FEE AND RATE PROPOSAL**

<b>TYPE OF SERVICE:</b> Hourly rates in the first four rows apply to Business and Financial Affairs; Public Construction; and Additional Responsibilities. Litigation rates are separately identified in row 6 and are also the rates for Mediation and Arbitration.					
	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Hourly Rate for Shareholder	\$450.00	\$450.00	\$450.00	\$475.00	\$475.00
Hourly Rate for Sr. Attorney	\$450.00	\$450.00	\$450.00	\$475.00	\$475.00
Hourly Rate for Associate Attorney	\$380.00	\$380.00	\$380.00	\$400.00	\$400.00
Hourly Rate for Paralegal	\$220.00	\$220.00	\$220.00	\$220.00	\$220.00
Hourly Rate for Telephone Consultation*	\$380.00 to \$450.00	\$380.00 to \$450.00	\$380.00 to \$450.00	\$400.00 to \$475.00	\$400.00 to \$475.00
Hourly Rate for Court Litigation					
• Shareholder	\$525.00	\$525.00	\$595.00	\$595.00	\$675.00
• Sr. Attorney	\$525.00	\$525.00	\$595.00	\$595.00	\$675.00
• Associate Attorney	\$450.00	\$450.00	\$495.00	\$495.00	\$525.00
• Paralegal	\$240.00	\$240.00	\$275.00	\$275.00	\$290.00
Hourly Rate for Administrative Proceedings*	\$380.00 to \$450.00	\$380.00 to \$450.00	\$380.00 to \$450.00	\$400.00 to \$475.00	\$400.00 to \$475.00
Hourly Rate for Travel (Portal-to-Portal)**	None	None	None	None	None
Hourly Rate for Attendance at Board Meetings & Closed Sessions*	\$380.00 to \$450.00	\$380.00 to \$450.00	\$380.00 to \$450.00	\$400.00 to \$475.00	\$400.00 to \$475.00
Cost for Fax Transmission/Receiving**	None	None	None	None	None
Cost for Printing/Duplication, Per Page	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10

\* Same hourly rate as the attorney performing the service.

\*\* No fee charged

JT is familiar with the District's billing procedure and practices. JT's invoices will identify the billing time increment in one tenth of an hour intervals or greater and billing cycle. JT will provide, if requested, a separate invoice for each case or service that it undertakes on



behalf of the District. Each invoice will be accompanied by a summary invoice that will enable the District to review and process the invoice.

The proposed hourly rates include administrative and overhead costs. JT will not charge for administrative staff time (e.g., for photocopying, document preparation or typing), postage, telephone, or facsimile costs. JT utilizes Westlaw for legal research, but will not charge the District for this service. JT also recognizes the importance of having attorneys present at meetings at the District and, as such, does not charge for travel time. JT has video-conferencing capability and an internal telephone conferencing system to facilitate alternatives to in-person meetings.

JT does, however, charge for other services the Firm provides or arranges, for example, messenger or overnight delivery services, air travel, service of process, filing costs, transcript costs, experts, and mediation/arbitration/litigation costs. The Firm may utilize an outside source to reduce costs for large projects, but will obtain the District's approval first. JT does not up-charge third party invoices for costs and expenses. JT will obtain advance authorization from the District for any costs in excess of Five Hundred Dollars (\$500.00), or any amount that the District requires.



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### LEGAL SERVICES AGREEMENT

This contract made and entered into this 11<sup>th</sup> day of December, 2018 by and between South Orange County Community College District of Orange County, California, hereinafter called the "District" and Liebert Cassidy & Whitmore, hereinafter called "Firm".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

**Article 1. CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The RFQ&P No. 365D as included herein, the accepted proposal, the specifications of this Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, as applicable. Any and all obligations of the District and Firm are fully set forth and described therein or are reasonably inferable there from. All of the above documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the others or vice versa, is to be executed the same as if mentioned in said documents; provided further, however, in the event of a conflict between the RFQ&P and Proposal, the RFQ&P shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control. The documents comprising of the complete contract are sometimes hereinafter referred to as the Contract Document and all covenants, provisions and articles shall be interpreted in the benefit of the District.

**Article 2. EMPLOYMENT OF FIRM TO PROVIDE LEGAL SERVICES:** The District, pursuant to section 53060 of the Government Code, hereby employs Firm to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the provision of legal services to the District.

**Article 3. SCOPE OF WORK:** The scope of work and the provisions for its performance shall be in accordance with the terms and conditions as specified in RFQ&P No. 365D, included herein as part of this Agreement.

**Article 4. CONTRACT PERIOD:** This Agreement shall be in effect for a period of three (3) fiscal years from January 1, 2019 to December 31, 2021 with the option of two (2) one (1) year extensions to the term. Term shall not exceed five (5) fiscal years.

**Article 5. QUALITY OF WORK:** Firm shall be responsible for the performance of all work as specified in this Contract, and shall guarantee that work meets or exceeds the specifications as set forth herein.

**Article 6. PROPOSER'S EMPLOYEES:** Firm shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best-qualified personnel to work under this Agreement. Should the District deem anyone employed on this account to be incompetent or unfit for his/her duties, and so inform Firm, Firm shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this Agreement.

**Article 7. EXTRA WORK AND SERVICES:** In the event that circumstances indicate that more detailed work is required in addition to that which would be sufficient under ordinary circumstances, the Firm shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify Firm in writing. NO claims of Firm for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

**Article 8. SCHEDULE:** The District shall schedule and coordinate the performance of the work and Firm agrees to comply strictly with such scheduling and coordination.

**Article 9. FEES:** The District agrees to pay and Firm agrees to accept for performance of all services rendered herein, exclusive of extra work and services, fees as specified in accordance with the rates as proposed in the Revised Fee & Rate Proposal dated November 16, 2018 (Attachment A).

**Article 10. PAYMENT:** Payment terms shall be "Net 45" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable. Progress invoices may be submitted for payment, subject to approval of the Vice Chancellor of Business Services.

**Article 11. TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, Firm shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and Firm hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this Contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

**Article 12. DEFAULT BY Liebert Cassidy & Whitmore:** The District shall hold Firm responsible for any damage which may be sustained because of the failure or neglect of Firm to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence in this Agreement. If Firm fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Agreement, the District may, upon written notice to Firm, cancel the Agreement in its entirety or cancel or rescind any or all items affected by such default.

**Article 13. WAIVER OF LIABILITY:** In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall hold harmless and indemnify the District and its trustees, officers, and employees from every claim or demand which may be made by reason of the work called for in this Agreement. Firm at its own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

**Article 14. INSURANCE REQUIREMENTS:** Firm shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Firm and District from claims which may arise out of or result from Firm's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The Firm shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
  - i. Owned, non-owned and hired vehicles;
  - ii. Blanket contractual;
  - iii. Broad form property damage;
  - iv. Products/completed operations; and
  - v. Personal injury.
- c. Professional liability insurance (errors and omissions), including contractual liability and malpractice liability with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Firm hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Firm shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Firm shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Firm fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Firm, and in such event Firm shall reimburse District upon demand for the cost thereof. Firm must name District and its officers, agents, volunteers and employees as additional insured under said policy under separate endorsement.

- d. In the event that Firm subcontracts any portion of Firm's duties, Firm shall require any such sub-contractors to purchase and maintain insurance coverage for the types of insurance referenced in Article 14, paragraphs a, b and c above in amounts which are appropriate with respect to that sub-Firm's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions thereof, insurance adequate to protect Firm from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), and damage to property which may arise as a consequence of this Agreement. The failure to furnish such evidence may be considered default by Firm. Firm and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this Contract. All operations and materials shall be in accordance with the law.

**Article 15. INDEPENDENT CONTRACTOR:** Firm is not an officer, employee, or agent of the District. While engaged in carrying out and complying with the terms and conditions of this contract, Firm is an independent contractor, and is not an officer, employee or agent of the District.

**Article 16. INSTRUCTIONS TO PROCEED:** Firm is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

**Article 17. ACKNOWLEDGEMENT AND ACCEPTANCE:** IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed, and Firm has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

**Liebert Cassidy & Whitmore**

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

Federal Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Are you a District employee? ☐ Yes ☐ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☐ No

If yes, please specify and attach a copy of current License.

Signature: \_\_\_\_\_

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

**South Orange County Community College District**

Ann-Marie Gabel  
Vice Chancellor, Business Services

28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Telephone: (949) 582-4840  
Fax: (949) 364-1731

Signature: \_\_\_\_\_

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



**REVISED PROPOSAL FORM D: FEE AND RATE PROPOSAL**

TYPE OF SERVICE: General Counsel; Employment & Labor Relations; Student Affairs; Business and Financial Affairs; and Public Construction					
	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>
Hourly Rate for Partner	<del>\$340</del> <b>\$325</b>	<del>\$340</del> <b>\$335</b>	<del>\$340</del> <b>\$345</b>	\$350	\$350
Hourly Rate for Attorney (Senior Counsel)	\$310	\$310	\$310	\$320	\$320
Hourly Rate for Associate	\$210-285	\$210-285	\$210-285	\$220-295	\$220-295
Hourly Rate for Paralegal	\$130	\$130	\$130	\$135	\$135
Hourly Rate for Telephone Consultation	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.
Hourly Rate for Court Litigation	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.
Hourly Rate for Administrative Proceedings	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.
Hourly Rate for Travel (portal to portal)	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.
Hourly Rate for Attendance at Board Meetings & Closed Sessions	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.	Hourly rate as defined above.
Cost for fax transmission/receiving	.50/page for outgoing	.50/page for outgoing	.50/page for	.50/page for	.50/page for

	faxes only. We make every effort to email documents rather than fax them.	faxes only. We make every effort to email documents rather than fax them.	outgoing faxes only. We make every effort to email documents rather than fax them.	outgoing faxes only. We make every effort to email documents rather than fax them.	outgoing faxes only. We make every effort to email documents rather than fax them.
Cost for printing/duplicating	.15/page.	.15/page.	.15/page.	.15/page.	.15/page.

Our firm bills for travel time at the attorney's hourly rate - for the time it takes to travel from the office to our client and back, or the time it takes from the attorney's residence to our client and back, whichever is less. **Importantly, we do not double bill for our travel time; our travel billing is prorated by the time we spend on billable work for the agency or other clients, like phone calls and dictation. We will bill travel from our nearest office (Los Angeles, which is approximately 57 miles from the District) or from the attorney's residence, whichever is less UNLESS the District specifically requests an attorney from one of our other offices. In that case, we will bill from the attorney's home office but will prorate the time we spend on billable work for the agency or other clients.** Unlike many firms, we do not bill for secretarial or word processing time or telephone charges. Additional prints, postage and special deliveries (i.e. Fed-Ex, UPS, DHL, messenger service), and other hired deliveries completed at the request of the client or necessary to comply with court or other deadlines will also be billed to the client.

We will hold our rates firm for (5) years for the proposed contract period.



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### LEGAL SERVICES AGREEMENT

This contract made and entered into this 11<sup>th</sup> day of December, 2018 by and between South Orange County Community College District of Orange County, California, hereinafter called the "District" and Lozano Smith, hereinafter called "Firm".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

**Article 1. CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The RFQ&P No. 365D as included herein, the accepted proposal, the specifications of this Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, as applicable. Any and all obligations of the District and Firm are fully set forth and described therein or are reasonably inferable there from. All of the above documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the others or vice versa, is to be executed the same as if mentioned in said documents; provided further, however, in the event of a conflict between the RFQ&P and Proposal, the RFQ&P shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control. The documents comprising of the complete contract are sometimes hereinafter referred to as the Contract Document and all covenants, provisions and articles shall be interpreted in the benefit of the District.

**Article 2. EMPLOYMENT OF FIRM TO PROVIDE LEGAL SERVICES:** The District, pursuant to section 53060 of the Government Code, hereby employs Firm to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the provision of legal services to the District.

**Article 3. SCOPE OF WORK:** The scope of work and the provisions for its performance shall be in accordance with the terms and conditions as specified in RFQ&P No. 365D, included herein as part of this Agreement.

**Article 4. CONTRACT PERIOD:** This Agreement shall be in effect for a period of three (3) fiscal years from January 1, 2019 to December 31, 2021 with the option of two (2) one (1) year extensions to the term. Term shall not exceed five (5) fiscal years.

**Article 5. QUALITY OF WORK:** Firm shall be responsible for the performance of all work as specified in this Contract, and shall guarantee that work meets or exceeds the specifications as set forth herein.

**Article 6. PROPOSER'S EMPLOYEES:** Firm shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best-qualified personnel to work under this Agreement. Should the District deem anyone employed on this account to be incompetent or unfit for his/her duties, and so inform Firm, Firm shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this Agreement.

**Article 7. EXTRA WORK AND SERVICES:** In the event that circumstances indicate that more detailed work is required in addition to that which would be sufficient under ordinary circumstances, the Firm shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify Firm in writing. NO claims of Firm for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

**Article 8. SCHEDULE:** The District shall schedule and coordinate the performance of the work and Firm agrees to comply strictly with such scheduling and coordination.

**Article 9. FEES:** The District agrees to pay and Firm agrees to accept for performance of all services rendered herein, exclusive of extra work and services, fees as specified in accordance with the rates as proposed in the Revised Fee & Rate Proposal dated November 15, 2018 (Attachment A).

**Article 10. PAYMENT:** Payment terms shall be "Net 45" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable. Progress invoices may be submitted for payment, subject to approval of the Vice Chancellor of Business Services.

**Article 11. TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, Firm shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and Firm hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this Contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

**Article 12. DEFAULT BY Lozano Smith:** The District shall hold Firm responsible for any damage which may be sustained because of the failure or neglect of Firm to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence in this Agreement. If Firm fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Agreement, the District may, upon written notice to Firm, cancel the Agreement in its entirety or cancel or rescind any or all items affected by such default.

**Article 13. WAIVER OF LIABILITY:** In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall hold harmless and indemnify the District and its trustees, officers, and employees from every claim or demand which may be made by reason of the work called for in this Agreement. Firm at its own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

**Article 14. INSURANCE REQUIREMENTS:** Firm shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Firm and District from claims which may arise out of or result from Firm's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The Firm shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
  - i. Owned, non-owned and hired vehicles;
  - ii. Blanket contractual;
  - iii. Broad form property damage;
  - iv. Products/completed operations; and
  - v. Personal injury.
- c. Professional liability insurance (errors and omissions), including contractual liability and malpractice liability with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Firm hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Firm shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Firm shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Firm fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Firm, and in such event Firm shall reimburse District upon demand for the cost thereof. Firm must name District and its officers, agents, volunteers and employees as additional insured under said policy under separate endorsement.



- d. In the event that Firm subcontracts any portion of Firm's duties, Firm shall require any such sub-contractors to purchase and maintain insurance coverage for the types of insurance referenced in Article 14, paragraphs a, b and c above in amounts which are appropriate with respect to that sub-Firm's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions thereof, insurance adequate to protect Firm from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), and damage to property which may arise as a consequence of this Agreement. The failure to furnish such evidence may be considered default by Firm. Firm and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this Contract. All operations and materials shall be in accordance with the law.

**Article 15. INDEPENDENT CONTRACTOR:** Firm is not an officer, employee, or agent of the District. While engaged in carrying out and complying with the terms and conditions of this contract, Firm is an independent contractor, and is not an officer, employee or agent of the District.

**Article 16. INSTRUCTIONS TO PROCEED:** Firm is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

**Article 17. ACKNOWLEDGEMENT AND ACCEPTANCE:** IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed, and Firm has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

**Lozano Smith**

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

Federal Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Are you a District employee? ☐ Yes ☐ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☐ No

If yes, please specify and attach a copy of current License.

Signature: \_\_\_\_\_

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

**South Orange County Community College District**

Ann-Marie Gabel  
Vice Chancellor, Business Services

28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Telephone: (949) 582-4840  
Fax: (949) 364-1731

Signature: \_\_\_\_\_

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

**PROPOSAL FORM D  
REVISED FEE AND RATE PROPOSAL**

Provide the following information regarding the various fees and hourly rates to be charged to the District. Hourly rates shall be charged in quarter-hour intervals or greater. Please indicate if these fees apply to the areas of specialization that the Proposal is being submitted for.

TYPE OF SERVICE: (General Counsel / Employment & Labor Relations/ Student Affairs/ Business and Financial Affairs/ Public Construction)					
	2019	2020	2021	2022	2023
Hourly Rate for Partner	\$ 280	\$ 280	\$ 280	\$ 285	\$ 285
Hourly Rate for Attorney	\$ 280	\$ 280	\$ 280	\$ 285	\$ 285
Hourly Rate for Associate	\$ 245	\$ 245	\$ 245	\$ 250	\$ 250
Hourly Rate for Paralegal	\$ 120	\$ 120	\$ 120	\$ 125	\$ 125
Hourly Rate for Telephone Consultation	\$280/245	\$ 280/245	\$ 280/245	\$285/250	\$285/250
Hourly Rate for Court Litigation	\$ 280/245	\$ 280/245	\$ 280/245	\$ 285/250	\$ 285/250
Hourly Rate for Administrative Proceedings	\$ 280/245	\$280/245	\$ 280/245	\$285/250	\$ 285/250
Hourly Rate for Travel*	\$ 280/245	\$280/245	\$ 280/245	\$285/250	\$ 285/250
Hourly Rate for Attendance at Board Meetings & Closed Sessions	\$ 280/245	\$ 280/245	\$280/245	\$285/250	\$ 285/250
Cost for Fax Transmission/Receiving	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25
Cost for Printing/Duplication	\$0.25	\$0.25	\$0.25	\$0.25	\$0.25

\*One way travel from the nearest office.

List any other types of services generating a cost to the District which are not included in the fees shown above, plus a formula or explanation as to how these additional costs will be determined and billed to the District.

Pricing should be submitted for years 1 through 5 of the proposed contract period. Fees for all 5 years shall be firm.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**LEGAL SERVICES AGREEMENT**

This contract made and entered into this 11<sup>th</sup> day of December, 2018 by and between South Orange County Community College District of Orange County, California, hereinafter called the "District" and Parker & Covert, hereinafter called "Firm".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

**Article 1. CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The RFQ&P No. 365D as included herein, the accepted proposal, the specifications of this Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, as applicable. Any and all obligations of the District and Firm are fully set forth and described therein or are reasonably inferable there from. All of the above documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the others or vice versa, is to be executed the same as if mentioned in said documents; provided further, however, in the event of a conflict between the RFQ&P and Proposal, the RFQ&P shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control. The documents comprising of the complete contract are sometimes hereinafter referred to as the Contract Document and all covenants, provisions and articles shall be interpreted in the benefit of the District.

**Article 2. EMPLOYMENT OF FIRM TO PROVIDE LEGAL SERVICES:** The District, pursuant to section 53060 of the Government Code, hereby employs Firm to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the provision of legal services to the District.

**Article 3. SCOPE OF WORK:** The scope of work and the provisions for its performance shall be in accordance with the terms and conditions as specified in RFQ&P No. 365D, included herein as part of this Agreement.

**Article 4. CONTRACT PERIOD:** This Agreement shall be in effect for a period of three (3) fiscal years from January 1, 2019 to December 31, 2021 with the option of two (2) one (1) year extensions to the term. Term shall not exceed five (5) fiscal years.

**Article 5. QUALITY OF WORK:** Firm shall be responsible for the performance of all work as specified in this Contract, and shall guarantee that work meets or exceeds the specifications as set forth herein.

**Article 6. PROPOSER'S EMPLOYEES:** Firm shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best-qualified personnel to work under this Agreement. Should the District deem anyone employed on this account to be incompetent or unfit for his/her duties, and so inform Firm, Firm shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this Agreement.

**Article 7. EXTRA WORK AND SERVICES:** In the event that circumstances indicate that more detailed work is required in addition to that which would be sufficient under ordinary circumstances, the Firm shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify Firm in writing. NO claims of Firm for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

**Article 8. SCHEDULE:** The District shall schedule and coordinate the performance of the work and Firm agrees to comply strictly with such scheduling and coordination.

**Article 9. FEES:** The District agrees to pay and Firm agrees to accept for performance of all services rendered herein, exclusive of extra work and services, fees as specified in accordance with the rates as proposed in the Revised Fee & Rate Proposal dated November 14, 2018 (Attachment A).

**Article 10. PAYMENT:** Payment terms shall be "Net 45" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable. Progress invoices may be submitted for payment, subject to approval of the Vice Chancellor of Business Services.

**Article 11. TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, Firm shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and Firm hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this Contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

**Article 12. DEFAULT BY Parker & Covert:** The District shall hold Firm responsible for any damage which may be sustained because of the failure or neglect of Firm to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence in this Agreement. If Firm fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Agreement, the District may, upon written notice to Firm, cancel the Agreement in its entirety or cancel or rescind any or all items affected by such default.

**Article 13. WAIVER OF LIABILITY:** In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall hold harmless and indemnify the District and its trustees, officers, and employees from every claim or demand which may be made by reason of the work called for in this Agreement. Firm at its own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

**Article 14. INSURANCE REQUIREMENTS:** Firm shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Firm and District from claims which may arise out of or result from Firm's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The Firm shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
  - i. Owned, non-owned and hired vehicles;
  - ii. Blanket contractual;
  - iii. Broad form property damage;
  - iv. Products/completed operations; and
  - v. Personal injury.
- c. Professional liability insurance (errors and omissions), including contractual liability and malpractice liability with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Firm hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Firm shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Firm shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Firm fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Firm, and in such event Firm shall reimburse District upon demand for the cost thereof. Firm must name District and its officers, agents, volunteers and employees as additional insured under said policy under separate endorsement.

- d. In the event that Firm subcontracts any portion of Firm's duties, Firm shall require any such sub-contractors to purchase and maintain insurance coverage for the types of insurance referenced in Article 14, paragraphs a, b and c above in amounts which are appropriate with respect to that sub-Firm's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions thereof, insurance adequate to protect Firm from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), and damage to property which may arise as a consequence of this Agreement. The failure to furnish such evidence may be considered default by Firm. Firm and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this Contract. All operations and materials shall be in accordance with the law.

**Article 15. INDEPENDENT CONTRACTOR:** Firm is not an officer, employee, or agent of the District. While engaged in carrying out and complying with the terms and conditions of this contract, Firm is an independent contractor, and is not an officer, employee or agent of the District.

**Article 16. INSTRUCTIONS TO PROCEED:** Firm is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

**Article 17. ENTIRE AGREEMENT:** This Agreement and any exhibits attached hereto constitute the entire Agreement among the Parties and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both Parties to the Agreement.

**Article 18. ACKNOWLEDGEMENT AND ACCEPTANCE:** IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed, and Firm has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

**Parker & Covert**

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

Federal Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Are you a District employee? ☐ Yes ☐ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☐ No

If yes, please specify and attach a copy of current License.

Signature: \_\_\_\_\_

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

**South Orange County Community College District**

Ann-Marie Gabel  
Vice Chancellor, Business Services

28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Telephone: (949) 582-4840  
Fax: (949) 364-1731

Signature: \_\_\_\_\_

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

**PROPOSAL FORM D  
FEE AND RATE PROPOSAL  
November 14, 2018**

TYPE OF SERVICE: (General Counsel/Employment & Labor Relations/Student Affairs/Business and Financial Affairs/Public Construction					
	2019*	2020*	2021*	2022*	2023*
Hourly Rate for Partner	\$265	\$265	\$265	\$270	270
Hourly Rate for Attorney	\$225	\$225	\$225	\$230	\$230
Hourly Rate for Associate	\$195	\$195	\$195	\$200	\$200
Hourly Rate for Paralegal	\$125	\$125	\$125	\$125	\$125
Hourly Rate for Telephone Consultation	See above	See above	See above	See above	See above
Hourly Rate for Court Litigation	See above	See above	See above	See above	See above
Hourly Rate for Administrative Proceedings	See above	See above	See above	See above	See above
Hourly Rate for Travel (Portal-to-Portal)	No charge	No charge	No charge	No charge	No charge
Hourly Rate for Attendance at Board Meetings & Closed Sessions	See above	See above	See above	See above	See above
Cost for Fax Transmission/Receiving	N/A	N/A	N/A	N/A	N/A
Cost for Printing/Duplication	\$.20	\$.20	\$.20	\$.25	\$.25

\*Note: No block billing. All time billed in tenths of an hour. When required, necessary computerized research through Lexis/Nexis will be charged at cost. Other necessary litigation costs such as court reporters/process servers will be charged at cost. Expert witnesses, if needed, will be client approved and charged at cost.



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### LEGAL SERVICES AGREEMENT

This contract made and entered into this 11<sup>th</sup> day of December, 2018 by and between South Orange County Community College District of Orange County, California, hereinafter called the "District" and Public Agency Law Group, hereinafter called "Firm".

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by those present do covenant and agree with each other, as follows:

**Article 1. CONTRACT DOCUMENTS:** The complete contract consists of the following documents: The RFQ&P No. 365D as included herein, the accepted proposal, the specifications of this Agreement, including all modifications thereof duly incorporated therein, and the Purchase Order, as applicable. Any and all obligations of the District and Firm are fully set forth and described therein or are reasonably inferable there from. All of the above documents are intended to cooperate and be complementary so that any work called for in one and not mentioned in the others or vice versa, is to be executed the same as if mentioned in said documents; provided further, however, in the event of a conflict between the RFQ&P and Proposal, the RFQ&P shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control. The documents comprising of the complete contract are sometimes hereinafter referred to as the Contract Document and all covenants, provisions and articles shall be interpreted in the benefit of the District.

**Article 2. EMPLOYMENT OF FIRM TO PROVIDE LEGAL SERVICES:** The District, pursuant to section 53060 of the Government Code, hereby employs Firm to perform the necessary professional services, including but not limited to those hereinafter set forth in connection with the provision of legal services to the District.

**Article 3. SCOPE OF WORK:** The scope of work and the provisions for its performance shall be in accordance with the terms and conditions as specified in RFQ&P No. 365D, included herein as part of this Agreement.

**Article 4. CONTRACT PERIOD:** This Agreement shall be in effect for a period of three (3) fiscal years from January 1, 2019 to December 31, 2021 with the option of two (2) one (1) year extensions to the term. Term shall not exceed five (5) fiscal years.

**Article 5. QUALITY OF WORK:** Firm shall be responsible for the performance of all work as specified in this Contract, and shall guarantee that work meets or exceeds the specifications as set forth herein.

**Article 6. PROPOSER'S EMPLOYEES:** Firm shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best-qualified personnel to work under this Agreement. Should the District deem anyone employed on this account to be incompetent or unfit for his/her duties, and so inform Firm, Firm shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this Agreement.

**Article 7. EXTRA WORK AND SERVICES:** In the event that circumstances indicate that more detailed work is required in addition to that which would be sufficient under ordinary circumstances, the Firm shall at once notify the District in writing of the fact, together with a written estimate of the additional work and services required and the estimated cost thereof. In the event the District authorizes and approves the performance of such extra work and services, it shall so notify Firm in writing. NO claims of Firm for extra work or services shall be allowed or paid without such written consent and approval of the District first having been so obtained before such extra work and services are entered upon or undertaken.

**Article 8. SCHEDULE:** The District shall schedule and coordinate the performance of the work and Firm agrees to comply strictly with such scheduling and coordination.

**Article 9. FEES:** The District agrees to pay and Firm agrees to accept for performance of all services rendered herein, exclusive of extra work and services, fees as specified in accordance with the rates as proposed in the Revised Fee & Rate Proposal dated November 15, 2018 (Attachment A).

**Article 10. PAYMENT:** Payment terms shall be "Net 45" from the date of acceptance of work or services, or the date of receipt of the invoice, whichever is later. All invoices shall be sent to District's address and marked Attention: Accounts Payable. Progress invoices may be submitted for payment, subject to approval of the Vice Chancellor of Business Services.

**Article 11. TERMINATION:** The District hereby reserves the right to terminate this contract, with or without cause, at any time. In the event of such termination, Firm shall be paid the reasonable value of all services rendered up to the date of such termination as may be determined by the District, and Firm hereby expressly waives any and all claims for damages or compensation arising under this Agreement, except as set forth herein, in the event of such termination. Notwithstanding any of the foregoing provisions, if, for any reason, the Board of Trustees fails to appropriate or allocate funds for further payment under this Contract, the District will not be obligated to pay remaining unpaid balances beyond those funds for items already received.

**Article 12. DEFAULT BY Public Agency Law Group:** The District shall hold Firm responsible for any damage which may be sustained because of the failure or neglect of Firm to comply with any term or condition listed herein, it being specifically provided and agreed that time shall be of the essence in this Agreement. If Firm fails or neglects to furnish or deliver any of the services listed herein at the prices named and at the time and place herein stated, or otherwise fails or neglects to comply with the terms of the Agreement, the District may, upon written notice to Firm, cancel the Agreement in its entirety or cancel or rescind any or all items affected by such default.

**Article 13. WAIVER OF LIABILITY:** In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall hold harmless and indemnify the District and its trustees, officers, and employees from every claim or demand which may be made by reason of the work called for in this Agreement. Firm at its own expense and risk, shall defend any legal proceedings that may be brought against the District, or its Governing Board, its officers or employees, on any such claim or demand, and satisfy any judgment that may be rendered against any of them.

**Article 14. INSURANCE REQUIREMENTS:** Firm shall purchase and maintain policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to District which will protect Firm and District from claims which may arise out of or result from Firm's actions or inactions relating to the Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. The Firm shall carry Workers' Compensation and Employers Liability Insurance in accordance with the laws of the State of California. However, such amount shall not be less than ONE MILLION DOLLARS (\$1,000,000).
- b. Commercial general liability insurance with limits of not less than TWO MILLION DOLLARS (\$2,000,000) and automobile liability insurance with limits of not less than ONE MILLION DOLLARS (\$1,000,000) for bodily injury and property damage liability, per occurrence, including coverage for the following:
  - i. Owned, non-owned and hired vehicles;
  - ii. Blanket contractual;
  - iii. Broad form property damage;
  - iv. Products/completed operations; and
  - v. Personal injury.
- c. Professional liability insurance (errors and omissions), including contractual liability and malpractice liability with limits of TWO MILLION DOLLARS (\$2,000,000), per claim. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Each policy of insurance required in Paragraph b above shall name District and its officers, agents and employees as additional insureds; shall state that, with respect to the operations of Firm hereunder, such policy is primary and any insurance carried by District is excess and non-contributory with such primary insurance; shall state that written notice shall be given to District prior to cancellation; and, shall waive all rights of subrogation. Firm shall notify District in the event of material change in, or failure to renew, each policy. Prior to commencing work, Firm shall deliver to District certificates of insurance as evidence of compliance with the requirements herein. In the event Firm fails to secure or maintain any policy of insurance required hereby, District may, at its sole discretion, secure such policy of insurance in the name of and for the account of Firm, and in such event Firm shall reimburse District upon demand for the cost thereof. Firm must name District and its officers, agents, volunteers and employees as additional insured under said policy under separate endorsement.



- d. In the event that Firm subcontracts any portion of Firm's duties, Firm shall require any such sub-contractors to purchase and maintain insurance coverage for the types of insurance referenced in Article 14, paragraphs a, b and c above in amounts which are appropriate with respect to that sub-Firm's part of work which shall in no event be less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) per occurrence.

In accordance with the terms and conditions as specified in RFQ&P No. 365D, Firm shall obtain, in such form and with such carriers acceptable to the District, and keep in force at its sole expense during the term of this Agreement and any extensions thereof, insurance adequate to protect Firm from claims under Workers' Compensation Acts, and from claims for damages for personal injury (including death), and damage to property which may arise as a consequence of this Agreement. The failure to furnish such evidence may be considered default by Firm. Firm and all of its employees or agents shall secure and maintain in force such licenses and permits as are required by law, in connection with the furnishing of goods or services covered under this Contract. All operations and materials shall be in accordance with the law.

**Article 15. INDEPENDENT CONTRACTOR:** Firm is not an officer, employee, or agent of the District. While engaged in carrying out and complying with the terms and conditions of this contract, Firm is an independent contractor, and is not an officer, employee or agent of the District.

**Article 16. INSTRUCTIONS TO PROCEED:** Firm is not to proceed with performance of any services under this contract without first securing written authorization from the District to do so.

**Article 17. ACKNOWLEDGEMENT AND ACCEPTANCE:** IN WITNESS WHEREOF the District, by order of its Governing Board, has caused this instrument to be duly subscribed, and Firm has caused this instrument to be duly subscribed and executed, all on the date first hereinbefore set forth.

**Public Agency Law Group**

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

Federal Tax ID: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Are you a District employee? ☐ Yes ☐ No

Is a Credential or Special License required for this consultancy? ☐ Yes ☐ No

If yes, please specify and attach a copy of current License.

Signature: \_\_\_\_\_

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

**South Orange County Community College District**

Ann-Marie Gabel  
Vice Chancellor, Business Services

28000 Marguerite Parkway  
Mission Viejo, CA 92692  
Telephone: (949) 582-4840  
Fax: (949) 364-1731

Signature: \_\_\_\_\_

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

**REVISED PROPOSAL FORM D-11/15/18  
FEE AND RATE PROPOSAL (2 PAGE LIMIT)**

Provide the following information regarding the various fees and hourly rates to be charged to the District. Hourly rates shall be charged in quarter-hour intervals or greater. Please indicate if these fees apply to the areas of specialization that the Proposal is being submitted for.

TYPE OF SERVICE: (General Counsel / Employment & Labor Relations/ Student Affairs/ Business and Financial Affairs/ Public Construction)					
	2019	2020	2021	2022	2023
Hourly Rate for Partner	\$ 295	\$ 295	\$ 295	\$ 300	\$ 300
Hourly Rate for Attorney	\$	\$	\$	\$	\$
Hourly Rate for Associate	\$ 240	\$ 240	\$ 240	\$ 245	\$ 245
Hourly Rate for Paralegal	\$ 100	\$ 100	\$ 100	\$ 105	\$ 105
Hourly Rate for Telephone Consultation *	\$	\$	\$	\$	\$
Hourly Rate for Court Litigation *	\$	\$	\$	\$	\$
Hourly Rate for Administrative Proceedings *	\$	\$	\$	\$	\$
Hourly Rate for Travel (Portal-to-Portal) *	\$	\$	\$	\$	\$
Hourly Rate for Attendance at Board Meetings & Closed Sessions *	\$	\$	\$	\$	\$
Cost for Fax Transmission/Receiving	\$ .20	\$ .20	\$ .20	\$ .20	\$ .20
Cost for Printing/Duplication	\$ .20	\$ .20	\$ .20	\$ .20	\$ .20

List any other types of services generating a cost to the District which are not included in the fees shown above, plus a formula or explanation as to how these additional costs will be determined and billed to the District.

Pricing should be submitted for years 1 through 5 of the proposed contract period. Fees for all 5 years shall be firm.

**\* Charges for telephone, court appearances, travel and Board Meetings at proposed hourly rates.**



**Request for Qualifications & Proposals No. 365D**  
**Legal Services**

**Submittals**

**December 10, 2018**

<b>COMPANY NAME</b>	<b>CITY</b>	<b>SUBMITTER'S NAME</b>	<b>RATING</b>	<b>FEES</b>
Artiano Shinoff	San Diego, CA	Daniel Shinoff	69	\$275
Atkinson, Andelson, Loya, Ruud & Romo <sup>3</sup>	Cerritos, CA	Warren Kinsler	78	\$320
Bergman Dacey & Goldsmith	Costa Mesa, CA	Kelly Cauvel	59	\$300
Best Best & Krieger <sup>3</sup>	Irvine, CA	Tyree Dorward	76	\$300
Dannis Woliver Kelley <sup>1</sup>	San Diego, CA	Candace Bandoian	--	--
Devaney Pate Morris & Cameron <sup>2</sup>	San Diego, CA	Sabrina Scialpi	--	--
<b>Erickson Law Firm*</b>	San Diego, CA	Randy Erickson	79	\$225
Fagen Friedman & Fulfroft <sup>1</sup>	San Marcos, CA	Dottie Porst	--	--
Hunt Ortmann Palffy Nieves Darling & Mah	Pasadena, CA	Sarah Costales	51	\$395
Jackson Tidus <sup>3</sup>	Irvine, CA	Andrew Bernstein	70	\$450
Law Offices of Sima Salek	Los Angeles, CA	Sima Salek	57	\$300
Law Office of Stephen J. Densmore	Los Angeles, CA	Stephen Densmore	54	\$350
Liebert Cassidy Whitmore <sup>3</sup>	Los Angeles, CA	Cynthia Weldon	77	\$325
Lozano Smith <sup>3</sup>	Los Angeles, CA	Trevin Sims	71	\$280
Olivarez Madruga Lemieux O'Neill <sup>2</sup>	Los Angeles, CA	Marti Hale	--	--
Parker & Covert <sup>3</sup>	Tustin, CA	Douglas Yeoman	77	\$265
Public Agency Law Group <sup>3</sup>	El Segundo, CA	Sherman Wong	74	\$295
Rutan & Tucker	Costa Mesa, CA	Norma Dehnadi	62	\$285



**Request for Qualifications & Proposals No. 365D**  
**Legal Services**

COMPANY NAME	CITY	SUBMITTER'S NAME	RATING	FEES
Winet Patrick Gayer Creighton & Hanes <sup>1</sup>	Vista, CA	Aaron Hanes	--	--
Wood, Smith, Henning & Berman <sup>1</sup>	Rancho Cucamonga, CA	Rajni Gollings	--	--

**\*Selected as General Counsel**

<sup>1</sup>Proposal rejected without review - Proposing firm did not attend the mandatory pre-proposal meeting on 10/8/2018.

<sup>2</sup>Disqualified – Failed to acknowledge receipt of Addendum No. Two (2) as required.

<sup>3</sup>Firm will be part of the pool for specialized services.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Award of Contract for Security Services at Advanced Technology and Education Park, Absolute International Security, Inc.

**ACTION:** Approval

---

### **BACKGROUND**

South Orange County Community College District requires security services at the Advanced Technology and Education Park (ATEP) site. Irvine Valley College Police Department (IVC PD) monitors the site Monday through Friday (day and swing shift only), but additional security services are needed to augment IVC PD during off hours (nights) and weekends. The District requested comprehensive proposals for security services to include monitoring the ATEP site including the parking lot and making contact with emergency personnel when necessary.

### **STATUS**

On October 17, 2018, RFQ&P 24 for Security Services at ATEP was issued by placing advertisements in the OC Register on October 17 and 24, 2018. The RFQ&P document was also made available on the District's website and the District further identified and reached out to thirty (30) firms and distributed the RFQ&P to them. On November 7, 2018, five (5) proposals deemed responsive (EXHIBIT B) in conformance to RFQ&P specifications were received to be reviewed by the committee. On November 8, 2018, the committee met and based on the set criteria as identified in the RFQ&P, shortlisted two (2) firms to be interviewed. Based on the combination of qualifications and expertise, demonstrated knowledge and experience, client references and fees, the committee recommends award of contract to Absolute International Security, Inc. (EXHIBIT A) as the lowest cost, best value and fit to the district. The District has negotiated discounts totaling \$28,783.04 over the five (5) year term of the contract. The term of this contract shall be from January 1, 2019 through December 31, 2023 at a cost not to exceed \$706,163.74 inclusive of a 10% allowance for any additional as needed services. ATEP Site Development funding is available for this contract.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the award of contract to Absolute International Security, Inc. to provide Security Services at Advanced Technology and Education Park, for a cost not to exceed \$706,163.74 for a contract period of January 1, 2019 through December 31, 2023.



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

### PROFESSIONAL SERVICES AGREEMENT

#### SECURITY SERVICES AT THE ADVANCED TECHNOLOGY & EDUCATION PARK

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

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

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

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

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

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

Contractor shall provide and deliver all aspects of services related to the Security Services at the Advanced Technology & Education Park specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 24 attached hereto and made a part hereof and the proposal ("Proposal") submitted by Contractor to District, dated November 7, 2018, attached hereto and made a part hereof, (Collectively, the "Services") to District. However, the Parties understand and agree that the service specified in the RFQ&P and/or Proposal is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the RFQ&P and Proposal, the RFQ&P shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control. The documents comprising of the complete contract are sometimes hereinafter referred to as the Contract Document and all covenants, provisions and articles shall be interpreted in the benefit of the District.

2. **Term.** This Agreement shall commence on January 1, 2019, and shall continue in full force and effect thereafter until and including December 31, 2023 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. **Payment.**

A. **Amount of Compensation:** District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, and elects to execute Pricing Proposal Alternate 1 (Contractor-Provided Security Vehicle) for a total amount not to exceed Seven Hundred Six Thousand One Hundred Sixty Three Dollars and Seventy Four Cents (\$706,163.74) ("Contract Amount") inclusive of a cumulative 10% allowance for any additional services needed over the five (5) year term of the Agreement. Additional details: See Attachment A.

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

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

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

4. **California State Tax Withholding for Nonresidents of California.** It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the

Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

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

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

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

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

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

10. Originality of Services.

A. Matters Produced Under this Agreement. Contractor understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor consents to use of Contractor's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

B. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary and for all costs arising from the use of any material covered by copyright, patent, trademark or franchise. Contractor agrees to indemnify, defend and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.

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

12. Hold Harmless and Indemnification. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor shall hold harmless and indemnify South Orange County Community College District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

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

13. Insurance. The Contractor shall, at their expense, maintain and comply with Insurance Requirements "a-f" below to protect Contractor and District from any and all claims for personal injury, bodily injury, and property damage arising from, pertaining to or relating to the scope of work under this agreement. Premiums on all insurance policies shall be paid by Contractor and shall be deemed included in this contract.

- A. Commercial General Liability. Minimum limits of \$2,000,000 per occurrence and \$2,000,000 general aggregate (Policy must not exclude coverage for Products and Completed Operations.)
- B. Automobile Liability. Minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for "Any Auto".
- C. Professional Liability (If Applicable). Minimum limits of \$1,000,000 per claim and \$2,000,000 general aggregate.
- D. Valuable Papers and Records Coverage (If Applicable). Contractor shall carry adequate insurance on all reports, drawings, specifications, record drawings and/or other documents as may be required to protect the District in the amount of its full equity in those reports, drawings, specifications, record drawings and/or other documents, and shall file with the District a certificate of that insurance. The cost of that insurance shall be paid by the Contractor, and the District
- E. Workers' Compensation and Employers Liability. In accordance with the laws of the State of California; however, such amount shall not be less than \$1,000,000 for Employer's Liability.
- F. Any insurance or self-insurance maintained by the District shall be excess and noncontributory of the Contractor's insurance.
- G. Waiver of Subrogation. Contractor agrees that in the event of loss due to any perils for which it has agreed to provide Commercial General, Automobile Liability insurance, and Workers' Compensation, Contractor shall look solely to its insurance carrier(s) for recovery and grants a waiver of any right to subrogation which any such insurer of Contractor may acquire against the District by virtue of payments of any loss under this insurance.
- H. Additional Insured. Contractor's Liability and Automobile Liability insurance shall name South Orange County Community College District, its Board of Trustees, officers, employees, agents, representatives, and volunteers as Additional Insured under said policies and shall furnish the District with the additional Insured endorsements.
- I. Certificate(s) of Insurance and Endorsements. Contractor shall furnish the District 15 days prior to the commencement of services with original certificates of insurance and amendatory endorsements effecting coverage required by this Agreement and indicating a thirty (30) day cancellation notice or notice of reduction in coverage.

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

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

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

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

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

19. Confidentiality. Subject to any state or federal laws requiring disclosure (e.g., the California Public Records Act), the Parties agree, during the term of this Agreement and for five (5) years after termination or expiration of Agreement, to hold each other's proprietary or confidential information in strict confidence, except for any information protected under confidentiality laws which



shall be held in such confidence in perpetuity. Parties agree not to provide each other's proprietary or confidential information in any form to any third party or to use each other's proprietary or confidential information for any purpose other than the implementation of, and as specified in, this Agreement. Each Party agrees to take all reasonable steps to ensure that proprietary or confidential information of either Party is not disclosed or distributed by its employees, agents or consultants in violation of the provisions of this Agreement.

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

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

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

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

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

District: South Orange County Community College District  
Priya Jerome, Executive Director, Procurement, Central Services & Risk Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
(949) 582-4850

Contractor: Absolute International Security, Incorporated  
Lucy Lin  
4255 Tyler Avenue  
El Monte, CA 91731  
(866) 969-7188 / llin@absolutesecurityintl.com

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

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

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

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

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

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

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

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

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

33. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

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

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

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

BY:

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: Lucy Lin

Print Name: Ann-Marie Gabel

Print Title: President

Print Title: Vice Chancellor, Business Services

Date:

Date:

Initiating Department:

**Procurement**

Contact Name:

**Lucy Lin**

Contact Phone & Email:

**(626) 858-7188 / llin@absolutesecurityintl.com**

**ATTACHMENT A**

**\*The District elects to award the contract for services executing Pricing Proposal Alternate 1 (Contractor-Provided Vehicle)**

<b>REVISED FEE AND RATE PROPOSAL 11/16/18</b>
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The proposed fee schedule shall include fully burdened hourly rates for the proposed work. It is the proposer's responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit a not-to-exceed fee accordingly using the form below.

**Each Proposer must propose pricing for both the Standard Pricing Proposal AND the Pricing Proposal Alternate 1.** Each fee Proposal shall include all costs to complete the Scope of Work.

Based on the District's discretion, the District reserves the right to select the Standard Pricing Proposal or Pricing Proposal Alternate 1 or may elect not to move forward with awarding a contract.

Please indicate billable hourly rate and calculate the cost per week and cost per year accordingly for each year of the Contract. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

**I) Standard Pricing Proposal (District-Provided Vehicle):**

YEAR	Hourly Billable Rate	Cost Per Week	Cost Per Year (Cost Per Week x 52 Weeks)
2019 (Year 1)	\$24.60	\$2,164.80	\$112,569.60
2020 (Year 2)	\$25.02	\$2,201.76	\$114,491.52
2021 (Year 3)	\$25.90	\$2,279.20	\$118,518.40
2022 (Year 4)	\$26.70	\$2,349.60	\$122,179.20
2023 (Year 5)	\$27.75	\$2,442.00	\$126,984.00

**II) Pricing Proposal Alternate 1 (Contractor-Provided Vehicle):**

YEAR	Hourly Billable Rate	Cost Per Week (88 Hours Per Week)	Cost Per Year (Cost Per Week x 52 Weeks)
2019 (Year 1)	\$26.18	\$2,303.84	\$119,799.68
2020 (Year 2)	\$26.90	\$2,367.20	\$123,094.40
2021 (Year 3)	\$27.95	\$2,459.60	\$127,899.20
2022 (Year 4)	\$28.95	\$2,547.60	\$132,475.20
2023 (Year 5)	\$30.31	\$2,667.28	\$138,698.56
<b>TOTAL FIXED CONTRACT VALUE FOR FIVE (5) YEARS</b>			<b>\$641,967.04</b>

**Other Costs:** Please indicate below any costs not specified above, and list any applicable reimbursable and their respective unit costs:

- District allocates a cumulative 10% allowance for the five (5) year term of the Agreement for additional as needed services based on the above pricing.
- The allowance shall be set at the not to exceed value of \$64,196.70.
- **The total not to exceed contract value including the allowance for the five (5) year term is set at \$706,163.74.**



**Request for Qualifications & Proposals No. 24  
Security Services at Advanced Technology & Education Park**

**Submittals**

**South Orange County Community College District**

**December 10, 2018**

COMPANY NAME	CITY	SUBMITTER'S NAME	RATING	FEES
Absolute International Security*	Covina, CA	Kevin Hsu	94	\$641,967.04
Allied Universal	Orange, CA	Mahsa Karimi	27	\$1,247,815.00
American Guard Services	Carson, CA	Joe Rodriguez	68	\$720,857.28
PacWest Security	Costa Mesa, CA	Ricardo Molina	87	\$727,193.28
Secure Guard Security Services	Irvine, CA	Jerry Ortiz	64	\$722,563.84

\*Contract Award

**TO:** Board of Trustees

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

**RE:** SOCCCD: Award of Contract for External Evaluation of the Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Cooperative Agreement, SRI International

**ACTION:** Approval

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### **BACKGROUND**

Saddleback College seeks to procure external evaluation services in support of its project, "Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion," a five-year cooperative agreement awarded by the National Science Foundation (NSF). The STEM Core Expansion project requires a research firm that is able to support evaluation efforts on a national platform interfacing with over 50 partners including 28 community colleges across the United States. Additionally, the STEM Core Expansion project is being funded by the National Science Foundation as a collaborative agreement and this initiative is of great significance to NSF with high visibility and focus.

### **STATUS**

On October 17, 2018, RFQ&P 2076 Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Cooperative Agreement External Evaluation was issued by placing advertisements in the OC Register on October 17 and 24, 2018. The RFQ&P document was also made available on the District's website and the District further identified and reached out to twelve (12) firms and distributed the RFQ&P to them. On November 9, 2018, one (1) proposal deemed responsive (EXHIBIT B) in conformance to RFQ&P specifications was received from SRI International. The District's selection committee considered the single response to the RFQ&P and recommends moving forward with awarding the contract to SRI International (SRI) (EXHIBIT A) in the amount not to exceed \$794,085 for the following reasons:

- SRI demonstrated a clear understanding of the highly technical nuances of the project in collaboration with the National Science Foundation and how the scope of the evaluation services will provide a key element to the overall success of the STEM Core Expansion project.
- SRI has committed key staff with exceptional expertise in the areas of STEM, education, and community college initiatives as well as National Science Foundation program experience.

- The proposal from SRI provided a competitive cost structure with a fee schedule and total cost of project that is below the College's budgeted projections.
- The highly technical scope of this project requires specific expertise in research and evaluation that very few full-service research firms possess nationally and SRI is one of few such firms.
- The RFQ&P Committee members unanimously agreed that SRI's proposal comprised of a combination of qualifications and expertise, demonstrated knowledge and experience with higher education, client references and fee that was within the available budget while being the best value and fit to the District.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the award of contract to SRI International to provide External Evaluation Services of the Collaborative Research: National Science Foundation INCLUDES Alliance: STEM Core Expansion Cooperative Agreement for a cost not to exceed \$794,085 for a contract period of December 11, 2018 through August 31, 2023.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**PROFESSIONAL SERVICES AGREEMENT**

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

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

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

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

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

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

Contractor shall provide and deliver all aspects of services related to the Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Cooperative Agreement External Evaluation specified in the District's Request for Qualification & Proposal ("RFQ&P") No. 2076 attached hereto and made a part hereof, as Attachment A and the proposal ("Proposal") submitted by Contractor to District, dated November 8, 2018, attached hereto and made a part hereof, as Attachment B (Collectively, the "Services") to District. However, the Parties understand and agree that the service specified in the RFQ&P and/or Proposal is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the RFQ&P and Proposal, the RFQ&P shall control, unless the Proposal provides the District with greater benefits or more expansive services in which case the Proposal shall control. The documents comprising of the complete contract are sometimes hereinafter referred to as the Contract Document and all covenants, provisions and articles shall be interpreted in the benefit of the District.

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

2. Term. This Agreement shall commence on December 11, 2018, and shall continue in full force and effect thereafter until and including August 31, 2023 ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Payment.

A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed Seven Hundred Ninety Four Thousand Eighty Five Dollars (\$794,085) ("Contract Amount"). Additional details: See Proposal Form D, Fee and Rate Proposal of SRI International's response to RFQ&P 2076.

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

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

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

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars

(\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

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

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

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

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

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

10. Originality of Services.

a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters newly produced under this Agreement shall become the sole property of District. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor retains and is granted a perpetual, unrestricted, nonexclusive license to use perform and distribute the matters, for any purpose and in any medium.

b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary for Contractor to include in its deliverables any material covered by copyright, patent, trademark or franchise. The District reserves the right to require verification.

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

12. Hold Harmless and Indemnification. To the fullest extent permitted by law and as a material part of this agreement, Contractor



shall hold harmless and indemnify South Orange County Community College District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts and errors or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor shall hold harmless and indemnify South Orange County Community College District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages. Under no circumstance shall contractor's liability to district exceed more than one (1) times the total amount actually paid by the district to contractor under this agreement.

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

13. Insurance. Contractor agrees to maintain, in full force and effect, at Contractor's expense, the following insurance coverage from an admitted carrier in the State of California with a Best Rating of A-VII or higher: (i) Commercial General Liability insurance, with limits of not less than One Million Dollars (\$1,000,000) per occurrence including bodily injury, broad form property damage and blanket contractual liability, written on an "occurrence" form; (ii) Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000); (iii) Employer's Liability with limits of not less than One Million Dollars (\$1,000,000) per occurrence; and (iv) Workers' Compensation insurance as required by statutory insurance requirement of the State of California; (v) Automobile Liability covering all owned, non-owned and hired vehicles with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000). Contractor agrees to name District, District's Board of Trustees, its officers, agents, and employees as Additional Insured under its policy(ies). Contractor shall deliver Certificate(s) of Insurance and Additional Insured Endorsement(s) evidencing the required coverages to the District, which shall be subject to the District's approval for adequacy of protection. The Certificate(s) of Insurance shall provide thirty (30) days prior written notice of cancellation. All certificates must be faxed or emailed, followed by a hard copy in the mail to District, Attn: Risk Management Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692-3635, before Work is to commence.

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

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

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

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

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

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

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

21. Entire Agreement/Amendment. The Agreement documents consist of this Agreement, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved by District's Board of Trustees, and executed by the Parties after the release of this Agreement. Conflicting provisions hereof, if any, shall prevail in the following descending

order of precedence: (a) provisions set forth in this Agreement, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference.

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

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

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

District: South Orange County Community College District  
Priya Jerome, Executive Director, Procurement, Central Services & Risk Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
(949) 582-4850

Contractor: SRI International  
Kim Cargill  
333 Ravenswood Avenue  
Menlo Park, CA 94025-3493  
650-859-2655 / kim.cargill@sri.com

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

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

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

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

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

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

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

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

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

33. Accessibility of Information Technology. Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and

its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

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

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

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BY:

BY:

Signature of Authorized Representative

Signature of Authorized Representative

Print Name: Kim Cargill

Print Name: Ann-Marie Gabel

Print Title: Contracts Officer

Print Title: Vice Chancellor, Business Services

Date:

Date:

Initiating Department:

**Saddleback College Online Education**

Contact Name:

**Gary Barnak**

Contact Phone & Email:

**949-348-6862; gbarnak@saddleback.edu**



**Request for Qualifications and Proposals**

**RFQ&P 2076**

**Collaborative Research: NSF INCLUDES  
Alliance: STEM Core Expansion Cooperative  
Agreement External Evaluation**

**Proposal Due Date**

**Friday, November 09, 2018**

**At 12:00 PM**

**Procurement, Central Services and Risk Management**

**28000 Marguerite Parkway**

**Health Sciences – 3<sup>rd</sup> Floor**

**Mission Viejo, CA 92692**

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**Notice to Firms**  
**Request for Qualifications/Proposals (RFQ&P) 2076**

<b>District:</b>	<b>SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT</b>
<b>Project:</b>	<b>RFQ&amp;P 2076</b> <b>Collaborative Research: NSF INCLUDES Alliance: STEM Core</b> <b>Expansion Cooperative Agreement External Evaluation</b> <b>South Orange County Community College District</b>
<b>RFQ&amp;P Deadline:</b>	<b>Friday, November 09, 2018</b> <b>12:00 PM</b>
<b>Mailing Address &amp; Place of RFQ&amp;P Receipt:</b>	<b>South Orange County Community College District</b> <b>Health Sciences Building, 3<sup>rd</sup> Floor, Room HS-357</b> <b>Procurement, Central Services &amp; Risk Management</b> <b>28000 Marguerite Parkway</b> <b>Mission Viejo, CA 92692</b> <b>Attn: Priya Jerome</b>

NOTICE IS HEREBY GIVEN that the South Orange County Community College District, of Orange County, California, acting by and through its Governing Board, hereinafter referred to as "DISTRICT," will receive up to, but not later than, the above-stated time, responses to the Request for Qualifications and Proposals for the above Project.

A complete Request for Qualifications and Proposals may be viewed at the Office of the Director of Procurement, Central Services & Risk Management at the above address, telephone (949) 348-6016 or by email at [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu) . The documents are also available online at [www.socccd.edu](http://www.socccd.edu) at the Bids link.

SOCCCD reserves the right to reject any or all submittals or to waive any irregularities or informalities in any proposals.

No proposer may withdraw any proposal for a period of one hundred eighty (180) calendar days after the submission deadline.

Priya Jerome

Executive Director, Procurement, Central Services & Risk Management

**PUBLISH**      OC REGISTER  
10/17/2018 &  
10/24/2018

**RFQ&P No. 2076 Collaborative Research: NSF INCLUDES Alliance: STEM Core  
Expansion Cooperative Agreement External Evaluation****SCHEDULE**

Date of Issue / Document Available	10/17/2018
Advertisement Dates	10/17/2018 10/24/2018
Publication	OC Register
Requests for Information (RFI)	10/30/2018 5:00 PM
Pre-Proposal Meeting (MANDATORY)	11/1/2018 11:00 AM Place TBD
District Responds to RFI's	11/2/2018 End of Day
<b>Due Date</b>	<b>Friday, November 09, 2018 12:00 PM</b>
Interview/Presentations (if needed)	11/19/2018 Time & Place TBD
Contract Negotiations (if needed)	11/20/2018
Anticipated Governing Board Approval	12/10/2018



## **1. DISTRICT OVERVIEW**

South Orange County Community District encompasses 382 square miles in South Orange County serving over 909,000 residents in 26 communities. We know that higher education is directly linked to quality of life and economic vitality. We have helped generations of families achieve their educational and career goals since 1967.

This multi-campus district is comprised of Saddleback College in the City of Mission Viejo (1967), Irvine Valley College in the city of Irvine (1985) and Advanced Technology Education Park (2007) in the city of Tustin.

The District is governed by a seven-member elected Board of Trustees and the district's chief executive officer is the Chancellor.

District Services provides centralized administrative services to our three campuses including: Chancellor and Trustee Services, Business Services, Technology and Learning Services, and Human Resources. These departments provide accounting, benefits, facilities planning, fiscal services, human resources, information technology, institutional research and planning, payroll, public affairs, purchasing, risk management, and warehouse/mailroom services to our district.

The district continually assesses the effectiveness of its services through district-wide surveys, shared governance committees and task forces that are established to accomplish specific projects. Strategic planning is an essential tool for guiding our direction and assuring compliance with accreditation standards.

## **PROGRAM OVERVIEW**

Saddleback College seeks to procure external evaluation services in support of its project, "Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion", a five-year cooperative agreement awarded by the National Science Foundation (NSF). The evaluator will fulfill a critical requirement to measure, analyze, and disseminate the data from this national network of education partners. It will also provide ongoing formative assessment on the degree to which the network supports successful scaling and continuous improvement of the STEM Core approach. Also the external evaluator will report on and disseminate their findings from this work to improve capacity across similar broadening participation efforts.

## 2. INSTRUCTIONS, INFORMATION AND GENERAL CONDITIONS

### PURPOSE OF RFQ&P

South Orange County Community College District (SOCCCD) is seeking to retain qualified firms to provide external evaluation. The District plans to select firms with specific experience with California Community Colleges. The entirety of this RFQ&P sets forth the District's requirements in detail. All responses should be submitted in accordance with the terms and conditions contained in the foregoing document.

### DEFINITION OF TERMS

- The designation of District refers to the South Orange County Community College District, a political subdivision of the State of California.
- The term **"Proposers"** refers to Firms that elect to submit proposals for **Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Cooperative Agreement External Evaluation.**
- The terms **"Contract"** and **"Agreement"** shall be used interchangeably within this document.
- Throughout this document, the term **"District"** shall be used to designate the rights and responsibilities of the South Orange County Community College District
- The term **"Proposer"** shall be used to designate the rights and responsibilities of the successful firm responding to this RFQ&P.

### PROPOSAL QUESTIONS

All questions regarding this RFQ&P should be sent, via e-mail to Priya Jerome at [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu).

Questions will only be accepted until 10/30/2018 no later than 5:00 PM. The e-mail subject line should read: "Your company name/Questions regarding **RFQ&P No. 2076.**" No direct responses will be sent to the company/firm asking the question. Questions will be answered in the form of an **addendum** and sent to all potential respondents on/about 5:00PM on 11/2/2018. All addendums to this RFQ&P will be posted on the District's web site.

### PROPOSAL SUBMISSION

It shall be the responsibility of the Proposer to ensure that Proposals are received in the following two ways: (1) via email submission **and** (2) hard copy plus USB or CD.

(1) Email Submission: Proposals are to be submitted, via e-mail, to the Purchasing Department no later than **12:00 PM on Friday, November 09, 2018**. Submit Proposal to: [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu) The Proposal must be emailed to the address above as an attachment in Word or PDF format and not exceed file size of 10MB. Proposals with documents exceeding 10MB in size should be saved to a smaller file size or split up and sent as separate emails. Subject line of e-mail containing submitted proposal should include and read "name of your company/submittal for **RFQ&P No. 2076 ("Email 1 of XX" if more than one).**"

**(2) Hard Copy Submission:**

Proposer must submit one (1) original and four (4) copies of the proposal, in a 3-ring binder, with tabs and one (1) USB Flash Drive or CD with the proposal saved on it. Emphasis should be on brevity and clarity of contents. Proposals should be in 12-point type and not exceed twenty-five (25) pages in length, excluding numerical analyses, Proposal Forms: A, C, D, E, F & G and all Appendices A through E. Proposals submitted in response are to be labeled Form A, B etc. and be in the following order:

- A. **General Information** - Provide a **cover letter** per the requirements of PROPOSAL FORM A section 1 and 2 (4-page limit).
- B. **Personnel and Staffing Resources** - Provide answers to the questions in both Sections 1 and 2 of PROPOSAL FORM B (6-page limit).
- C. **Personnel Experience** – For each member of the team, provide the name(s), title(s), qualification(s), license information, availability and location of key staff members and supervisory personnel expected to work on this project, using the format outlined on PROPOSAL FORM C (6-page limit).
- D. **Fee and Rate Proposal** – PROPOSAL FORM D (3-page limit).
- E. **General Terms and Conditions** – PROPOSAL FORM E (2-pages).
- F. **References** – Provide three (3) in total: two (2) must be current engagement using the format outlined in PROPOSAL FORM F (4-page limit).
- G. **Addenda Acknowledgement** – PROPOSAL FORM G
- H. **Appendices**
  - A. Non-Collusion Declaration – Must be notarized
  - B. Equal Opportunity Affirmative Action Statement (requires Corporate Seal)
  - C. Contractor's Certificate Regarding Worker's Compensation (requires Corporate Seal)
  - D. Sample Agreement
  - E. Submission Check List

Oral, telephone, facsimile (fax machine) proposals **will not** be accepted.

Hard copies should be packaged in a sealed envelope bearing the name of the Proposer and **RFQ&P No. 2076** clearly marked. All proposals must be received on or before the above mentioned due date and time of **Friday, November 09, 2018 at 12:00 PM**. Any proposal received after the scheduled closing time for receipt of proposal will be returned to the proposer unopened or rejected. All sealed proposals must be delivered to:

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**

**Attention: Priya Jerome**

**Executive Director of Procurement, Central Services & Risk Management**

**28000 Marguerite Parkway, Third Floor**

**Mission Viejo, CA 92692**

*(The Health Sciences Building is located adjacent to Parking Lot 13)*

**RIGHT TO REJECT**

This Request for Qualifications & Proposals does not constitute a commitment by the District to award a contract. The District reserves the right to waive any informalities and to reject any or all proposals and/or to cancel the Request for Qualifications & Proposals. The District expressly reserves the right to postpone the proposal opening date for its own convenience. The award shall be made on the proposal(s) that serve(s) the best interest of the District and will not be evaluated solely on a monetary basis; however, proposers are encouraged to submit their best prices in their proposals. Award will be based on proposer's qualification and best fit as deemed by the District. No contract award shall exist until executed and approved by the District's Governing Board.

**MODIFICATIONS TO PROPOSALS**

The proposal may be modified after its submission by written notice to the District of withdrawal and resubmission before the date and time specified for receipt of proposals. Modification will not be considered if offered in any other manner. No modifications will be allowed after the RFQ&P due date and time has passed.

**PROPRIETARY INFORMATION**

In the event any Proposer shall include in the Proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The District discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The District, as a public entity, cannot and does not warrant that proprietary information will not be disclosed due to the Provisions of the California Public Records Act. The District shall have the right to use any or all information included in the proposals submitted unless the information is expressly restricted by the Proposer.

**ORDINANCES, LAWS AND REGULATIONS**

The Proposer shall comply with all ordinances, laws, and regulations pertaining to the operation contemplated hereby, including, but not limited to, the California Workers' Compensation Act, the Federal Equal Employment Opportunities Act, and the Americans with Disabilities Act. The Proposer shall apply for, obtain, and maintain in force all permits and licenses required by the various agencies of Federal, State, and local government having jurisdiction over the Proposer operations. All operations and materials shall be in accordance with all applicable Federal, State, County and City laws, statutes and requirements.

**WITHDRAWAL OF PROPOSALS**

Any Proposer may withdraw their proposal by written request via e-mail to [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu) at any time **prior** to the deadline set for receipt of proposals. The subject line of the e-mail should include and read: "**your company name/withdrawal of RFQ&P No. 2076**". No proposal may be withdrawn or modified after that deadline. Withdrawn proposals may be resubmitted up to the time designated for the receipt of proposals provided that they are then fully in conformance with the general terms and conditions of the RFQ&P.

**IRREVOCABLE OFFER**

Proposals shall be considered irrevocable offers for a period of one hundred eighty (180) days from the date of receipt and may not be withdrawn during this period without consent of the District.

**COST OF PREPARING PROPOSALS**

Any and all costs associated with the preparation of responses to this Request for Qualifications & Proposals, including site visits, oral presentations and any other costs shall be entirely the responsibility of the Proposer and shall not be reimbursable in any manner by the District.

**COMPLETION OF PROPOSALS**

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the District, the information contained therein was intended to erroneously and fallaciously mislead the District in the evaluation of the proposal.

**EXAMINATION OF CONTRACT DOCUMENTS**

Proposers shall thoroughly examine the contents of this RFQ&P. The failure or omission of any Proposer to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFQ&P or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this section.

If any ambiguity, conflict, discrepancy, omission or other errors in the RFQ&P is discovered, then the Proposer shall immediately notify the District of the error in writing and request modification or clarification of the document. All requests for clarifications shall be sent to the Executive Director of Procurement, Central Services and Risk Management by email.

#### **ERROR IN PROPOSAL**

Proposer shall be bound by the terms and conditions of the proposal. However, if material errors are found in a proposal, the District may notify the Proposer that the submitted proposal and requires correction of the errors. The District reserves the right to request additional information or clarification to allow corrections of errors or omissions.

#### **INTERVIEWS**

The District intends to interview firms and has scheduled interviews on 11/19/2018 at the District offices. Oral presentations will be evaluated and may be subjected to the selection criteria. The District requires that the designated representatives identified in the proposals as being the ones who will be assigned to the District, be present and prepared to respond to District inquiries. The decision to hold interviews and the scope or any limitations thereof shall be at the discretion of the District.

#### **AWARD WITHOUT DISCUSSION**

The District reserves the right to make an award without further discussion of the proposals received. Therefore, it is critical that, all proposals be submitted initially in the most favorable terms possible, both economically and technically.

#### **CONTRACT COMMENCEMENT/TERM**

It is the intent of the District to commence the resulting contract as soon as possible. Performance period for this contract is anticipated to be from 12/11/2018 – 08/31/2023. **Term shall not exceed five (5) years.** After award, contract is subject to cancellation with 30-days written notice by either party.

#### **INDEPENDENT CONTRACTOR STATUS**

It is expressly understood that the firm named in any contract entered into by the District is acting as an “independent contractor” and not as an agent or employee of the District.

#### **SOCCCD MODIFICATIONS TO PROPOSALS**

Any interpretation, correction, or change of this RFQ&P will be made by written Addendum. Interpretations, corrections, or changes of this RFQ&P made in any other manner will not be binding, and Proposers shall not rely upon such interpretations, corrections, and changes. Any changes or corrections will be issued by SOCCCD. All Addenda issued to this RFQ&P will be posted to the District web site at [www.socccd.edu](http://www.socccd.edu) on the bids link. Addenda will also be e-mailed to all that are known to have received a copy of the RFQ&P. **Since failure to acknowledge any addendum(s) may be cause for rejection, Proposers must return the addendum-completed acknowledgment(s) prior to or with the proposal. See Proposal Form G.**

**NEGOTIATION**

District reserves the right to negotiate the final pricing before award of business.

**AWARD OF CONTRACT**

It is anticipated that a contract will be awarded by the Board of Trustees at a regularly scheduled meeting on 12/10/2018. The award will be made to the responsible firm judged to offer the most advantages for the District. At the time of the formal award, the apparent successful firm must have agreed to contract terms representing the understandings between the parties as to terms and conditions which will govern the relationship of District and Proposer and the obligation of each party for performance of the Agreement.

**FINAL CONTRACT**

The following documents are considered part of the final Agreement, in order of precedence:

- A. The final Agreement between SOCCCD and the Proposer;
- B. The Proposer's proposal in total, including all addenda and attachments;
- C. This RFP as originally released, with Appendices and any addenda released prior to proposal opening.

All of the above documents are intended to cooperate and be complementary, so that any instructions or requirements called for in one and not mentioned in the other, or vice versa, are to be executed the same as if mentioned in all said documents. The intention of the documents is to include all labor, materials, equipment and transportation necessary for the proper delivery of all services called for in any contract which may arise as a result of this RFP.

**NON-COLLUSION DECLARATION**

Declarations are required to be completed by the Proposer declaring that the proposal is in all respects fair and without collusion or fraud. Please see Appendix A.

**EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT**

Proposer must accept and sign the Equal Opportunity and Affirmative Action Statement set forth in Appendix B.

**PROHIBITED INTEREST**

No official of the District who is authorized in such capacity and on behalf of the District to take part in negotiations or to make, accept or approve this contract, shall have direct or indirect financial interest in the award or any part thereof. Proposer shall receive no compensation hereunder should bidder aid, abet or knowingly participate in violation of this article or breach or violation of this article, the District shall have the right to terminate the contract either in part or in whole and any loss or damage sustained by the District in procuring the services on the open market which the Proposer agreed to perform, shall be borne and paid for by the Proposer.

**QUALITY OF WORK**

The Proposer shall be responsible for the performance of all work as specified herein and shall guarantee that work will meet or exceed the specifications as set forth herein. If it is determined by the District that such services and/or materials do not meet requirements of the District, the Proposer shall be required to correct the same at their own expense.

**QUALITY OF PERSONNEL ASSIGNED TO THE WORK**

The Proposer shall not employ on this account any unfit person or anyone not skilled in the work assigned to him/her and shall devote only its best qualified personnel to work under this contract. Should the District deem anyone employed under any contract which may arise as a result of this RFQ&P to be incompetent or unfit for his/her duties and so inform the Proposer, the Proposer shall immediately remove such person from this work and he/she shall not again, without prior written permission of the District, be assigned to work under this contract.

**PROPOSER CONDUCT**

During the RFQ&P window (from release of this RFQ&P to final award), proposer is not permitted to contact any SOCCCD employees or members of the Governing Board unless at the request of SOCCCD's designated contact person (Priya Jerome, Executive Director of Procurement, Central Services & Risk Management) or to fulfill pre-existing contractual obligations. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.



### 3. EVALUATION OF PROPOSALS

The proposals shall be primarily evaluated based upon qualifications of the firm and personnel, innovativeness, demonstrated knowledge and experience with California community colleges, and estimated fees.

#### SELECTION PROCESS

All proposals will be examined for merit and ranked by a screening committee according to quality and responsiveness. The top proposals will be placed on a short list of finalists and may be called for interviews.

Team members giving the presentation shall consist of those who will actually direct, execute, and complete the project. The firm or firms selected as first choice will be notified and asked to negotiate final terms of the contract. Contracts will be forwarded to the Board of Trustees for approval and authorization to proceed.

#### CONTENT AND ORDER OF RFQ&P RESPONSE

Firm's proposal should be concise and contain the following sections in order as shown. RFQ&P responses submitted in formats other than that prescribed below may, at the sole discretion of the District, be rejected. All sections identified below must be included for the RFQ&P response to be considered complete and must be divided into tabbed sections.

Proposal Form	Section Title	Page Limit (INSERT)	Points
A	Letter of Interest and Approach	4	20
B	Personnel and Staffing Resources	6	20
C	Related Experience and Methodology	6	20
D	Fee and Rate Proposal	3	15
E	General Terms & Conditions	2	5
F	References	4	10
	Interviews		10
	<b>Total</b>	<b>25</b>	<b>100</b>

#### **4. SPECIAL REQUIREMENTS**

- a. Joint proposals will not be accepted.
- b. All team members serving the District must have at least two (2) years with federal research awards or third party evaluation experience.
- c. Experience in providing external evaluation services for one or more federal awards that were at least \$1,000,000 each in total award amount(s).
- d. Experience and capabilities with research in education policy or education teaching and learning.
- e. Experience with evaluating collaborative change frameworks including collective impact and networked improvement communities.
- f. Possess the ability to quickly develop a research with human subjects' protocol and request Institutional Review Board approval as necessary for this project.

#### **PREFERRED**

- a. Experience with NSF's INCLUDES program and Design and Development Launch Pilots.

## 5. SCOPE OF SERVICES

### Project Description:

#### VISION:

Community colleges are the largest and most diverse post-secondary educator of the next generation workforce and a gateway to four year institutions. They represent an ideal foundation for expanding the size and diversity of the STEM pipeline in which degrees in fields such as computer science and engineering are in high demand but are experiencing a significant shortage (Xue & Larson 2015; Peterson 2014). Currently, colleges are not meeting the potential STEM opportunity for the 50-70% of students who enter at the remedial mathematics level. With higher level math the gateway to STEM education, only a small percentage of remedial students advance to the calculus threshold required for many STEM careers. Poorly articulated STEM pathways for remedial students, inadequate attention to effective math learning strategies, and institutionalized low expectations for students are factors challenging the inclusion of more of the nation's population in STEM education pathways and careers and in the expansion of the STEM economy (Ayeni 2018). Data show that community college students who are underprepared for college-level work in math and science are likely to hail from underserved and minority populations and that without intervention their chance of success in a STEM field is in the single digits (CCCCO Data Mart 2018, Mejia, Rodriguez, & Johnson 2016).

The STEM Core Alliance will advance diversity and expand STEM pipelines by focusing on the pool of potential STEM workers found in the nation's largest and most diverse post-secondary education systems and by implementing, improving, and expanding a promising strategy through the creation of a national network of colleges and employers.

The **STEM Core vision** is to broaden participation among underprepared community college students through evidence-based practices (acceleration, cohort-based learning communities, contextualized learning, intensive support, and integrated internships) that address barriers to accessing STEM pathways (Hern 2012, Huang 2018). This strategy, implemented as the STEM Core in 16 California, Colorado, and Maryland community colleges with support from a NSF Design and Development Launch Pilot (DDLIP) grant, shows strong promise in promoting remedial student advancement to calculus readiness and continuing STEM internship and education, with 62% of over 550 STEM Core remedial students advancing to calculus readiness in two semesters.

The STEM Core Alliance will expand the basic STEM Core model to 17 additional colleges in five states through a hub and spoke network, based in four regional hubs, designed to support continuous improvement, expansion, and replicability (Henderson et al 2016).

The pilot STEM Core model will be further enhanced through professional development (PD) for instructors in growth mindset-based learning and teaching, broad-based student outreach and recruitment, and training for counselors and faculty on overcoming low expectations for students from diverse backgrounds (Dweck 2008; Malcom & Feder 2016; Banerjee 2015).

The DDLP pilot in three states showed 16 diverse community colleges (CC) easily adopted and implemented the STEM Core model. The similarity of the nation's community colleges in mandate, vision, curriculum, and structure; their relative flexibility in implementing new models, and their receptivity to multi-college regional and statewide strategies makes them a promising agent for embracing systemic change. Implementing a STEM Core strategy that prepares academically underserved students for STEM academic and career pathways will broaden participation and success among minorities and others underrepresented in STEM.

The **common agenda** for the STEM Core Alliance is to employ a networked improvement community approach to preparing remedial community college students for STEM pathways. Participants will engage in professional development and dialogue facilitated by the regional hubs, national STEM Core leadership, and the NSF INCLUDES Coordination Hub. Disciplined inquiry bringing researchers and practitioners together may lead to successful adoption of best practices, refinement of the model, and scaled up implementation (Bryk 2015, Kerchner 2017). The STEM Core Alliance builds upon the success of Saddleback's DDLP and will incorporate the hub and spoke structure of University of Colorado's DDLP and the mentoring principles of Northern New Mexico College's DDLP.

**The STEM Core Alliance** seeks to advance STEM diversity at four levels of scale to broaden participation in STEM among the next generation workforce: 1) At the individual student level, the STEM Core will provide foundational skills required for advancement to STEM educational and career pathways for remedial students; 2) At the institutional level, colleges implementing the STEM Core model will address low expectations caused by implicit bias and thereby enhance representation in STEM among women and other minorities; 3) At the regional level, hubs will sustain and expand STEM Core regional and state networks to support professional development, facilitate dialogue to identify and promote best practices, engage employers, and promote sustainability; 4) at the national level, the STEM Core will continue to expand to new regions and will advocate for state and federal policies to support STEM Core practices (Biswas 2007; Riegler-Crumb & Humphries 2012).

### **Strategic Plan- Broadening Participation**

The strategic plan of the STEM Core Expansion is to mitigate culturally ingrained attitudes in community colleges where minorities and others underrepresented in STEM are too-often placed in remedial math courses (Mejia, Rodriguez, and Johnson 2016). This will be accomplished through a STEM Core model that employs evidence-based practices as well as professional development for academic counselors and mathematics faculty. The expansion of the model will be supported by a backbone organization that will serve as the communication spine for dissemination and implementation as well as a hub and spoke model within implementation regions that will facilitate collaboration and communication.

In essence, Alliance partners will be conducting activities to serve students underrepresented in STEM, provide an effective STEM pathway that supports student progress, and build a sustainable network in a “learning to improve” environment that responds to local needs and contexts.

**Intellectual Merit:**

The STEM Core Expansion Alliance is founded in collaborative change theory and documented best practice. The successful pilot will be replicated in at least 14 new colleges where it will represent a new learning approach for remedial students with national policy implications. The Alliance will advance knowledge and provide a fertile environment for additional research related to mathematics instruction and acceleration, bias and low expectations, growth mindset, workforce preparation, outreach to minority and underrepresented populations, networked improvement communities, and partnership development. As the STEM Core expands, the model will continue to be evaluated to assess its impact on broadening participation in STEM.

**Broader Impact:**

The STEM Core Expansion Alliance will effectively increase the diversity and size of the pool of community college students advancing to calculus while simultaneously promoting high-growth, high-wage STEM career opportunities. The STEM Core network has grown significantly in the past several years and is fully institutionalized at many colleges; as it continues to grow the Alliance has the potential to close the gap in equity and access for academically underserved students throughout the nation. Nationally, community college enrollment is about 7 million (CCRC) students across 1,108 community colleges, approximately 4.2 million of whom are remedial math students. While finding exact numbers is difficult, a conservative estimate would suggest that 1 million of these students would be underrepresented minorities and 2 million female students – a massive pool of untapped STEM talent that needs an effective path to calculus-readiness as a foundation. To begin to address this issue at scale, the Alliance will provide access to STEM pathways for remedial students, disproportionately from underrepresented groups, and will thereby increase the diversity and size of the pool of CC students advancing to calculus and promote high-growth, high-wage STEM career opportunities. The Alliance will seek to broaden participation through four levels of action: student, institutional, regional, and national.

**PARTNERSHIPS:**

Alliance partners include approximately 30 community colleges implementing the STEM Core, a non-profit intermediary serving as a backbone organization, several colleges and universities providing support and leadership on a regional scale or professional development on a national scale, major STEM employers, and an experienced research partner.

**Administrative Lead:** The STEM Core Expansion will be led by Saddleback College’s STEM Core Initiative team and Growth Sector, a nonprofit workforce intermediary. Saddleback College was an original implementer of the initial prototype model over six years ago (known as Department

of Labor funded Bridge2Engineering or B2E at the time) and will serve as the prime recipient and the operational lead for the Alliance. Saddleback's PI and administrative leadership have been involved with the STEM Core or its prototype for years and are fully committed to growing a national STEM Core in order to support access to STEM education and careers for thousands of women and minorities who would otherwise have almost no chance of success. Saddleback College will direct the fiscal and operational aspects of the Alliance partnership. Saddleback College will ensure stewardship of the grant funds across the Alliance, support partners in managing logistical challenges, and offer leadership for the Alliance based on experience in implementing the STEM Core model.

Backbone: Growth Sector has served as the backbone organization for implementation of the STEM Core model and will continue to serve as the backbone organization for further expansion. Growth Sector will be responsible for communication, dissemination, and implementation of the STEM Core model and will facilitate collaboration, communication, and data collection among the Alliance partners. Growth Sector, whose principals developed the prototype model over six years ago and have collaborated with employers, community colleges, workforce organizations as well as national, state, and local funders, will continue to support the STEM Core vision and model as it evolves.

Partner Colleges: Almost 30 community colleges in five states have committed to implementing the STEM Core as part of a networked improvement community with a goal to reach out to first-year students from populations that are underrepresented in STEM, encourage them to consider entering a STEM pathway as part of the STEM Core, and provide them with an academic and co-curricular experience that will support their success. The STEM Core model has already been implemented at half of these colleges and a majority of STEM Core implementers have committed to institutionalization. Regardless of the stage of implementation, participation in the Alliance will provide opportunities to share best practices, benefit from professional development, identify additional funding streams to support the model, and analyze data to evaluate the model's effectiveness.

Regional Hubs: The institutions that have offered to serve as regional hubs will provide infrastructure needed to monitor and assist STEM Core implementation at regional colleges on a continual basis, coordinate professional development for faculty, counselors, and student support specialists, conduct quarterly regional meetings, support participation in the national convenings that will be held annually, assist with internship and employer development in the region, and coordinate the collection of regional student outcome data. All regional hub institutions have demonstrated their commitment and capacity to support STEM Core Expansion:

- Saddleback College's PI, Dr. Jim Zoval, initially implemented the prototype model, B2E, over six years ago, and has championed the college's further development and institutionalization of the model. Saddleback's new Vice President for Instruction, Tram Vo-Kumamoto previously implemented B2E when she served as dean at another college in California. Saddleback College's team will be led and supported by Jim Zoval, co-PI Art Nitta, who serves as the college's Dean of Math and Science, as well as Grant Program

Manager Gary Barnak, who has significant previous experience in grant project management for the NSF and the Department of Labor.

- San Jose Evergreen Community College District (SJECCD) secured a \$13 million California Pathways Trust (CPT) grant to develop and implement the STEM Core model regionally in the San Francisco Bay Area, and a majority of the colleges that received funding through the CPT have committed to institutionalizing the STEM Core locally, which demonstrates both the efficacy of the model as well as the capacity of SJECCD leadership to coordinate and support STEM Core activities. SJECCD's Executive Director of the Community College Center for Economic Mobility, Dr. William Watson, was instrumental in the development of the STEM Core model in the Bay Area and remains committed to its ongoing success.
- The University of Colorado at Boulder has demonstrated its commitment to streamlining STEM pathways for students transferring from community colleges through its own DDLP grant as part of the NSF INCLUDES initiative, through which it developed infrastructure to support a hub and spoke model. PI Sarah Miller and the team at CU Boulder are well-positioned to serve as a regional hub to support expansion of the STEM Core model in Colorado and New Mexico.
- Community College of Baltimore County's Michael Venn has served as co-PI on Saddleback's DDLP for the past two years. CCBC has effectively implemented the model locally, has participated in several national convenings in California, has contributed to the outcomes and annual reports for Saddleback's DDLP, and reached out to additional community colleges in the Baltimore, MD region to identify community colleges that are interested in implementing the model.

Professional Development: The Alliance's professional development will be coordinated by the Center for Economic Mobility (CEM) at SJECCD in collaboration with Stanford's Graduate School of Education. CEM will provide training on equity and access to address biases that lead to low expectations for remedial students. SJECCD will collaborate with Stanford Professor and youcubed Director Jo Boaler to incorporate growth mindset principles into professional development for math faculty and community college counselors (Boaler 2015).

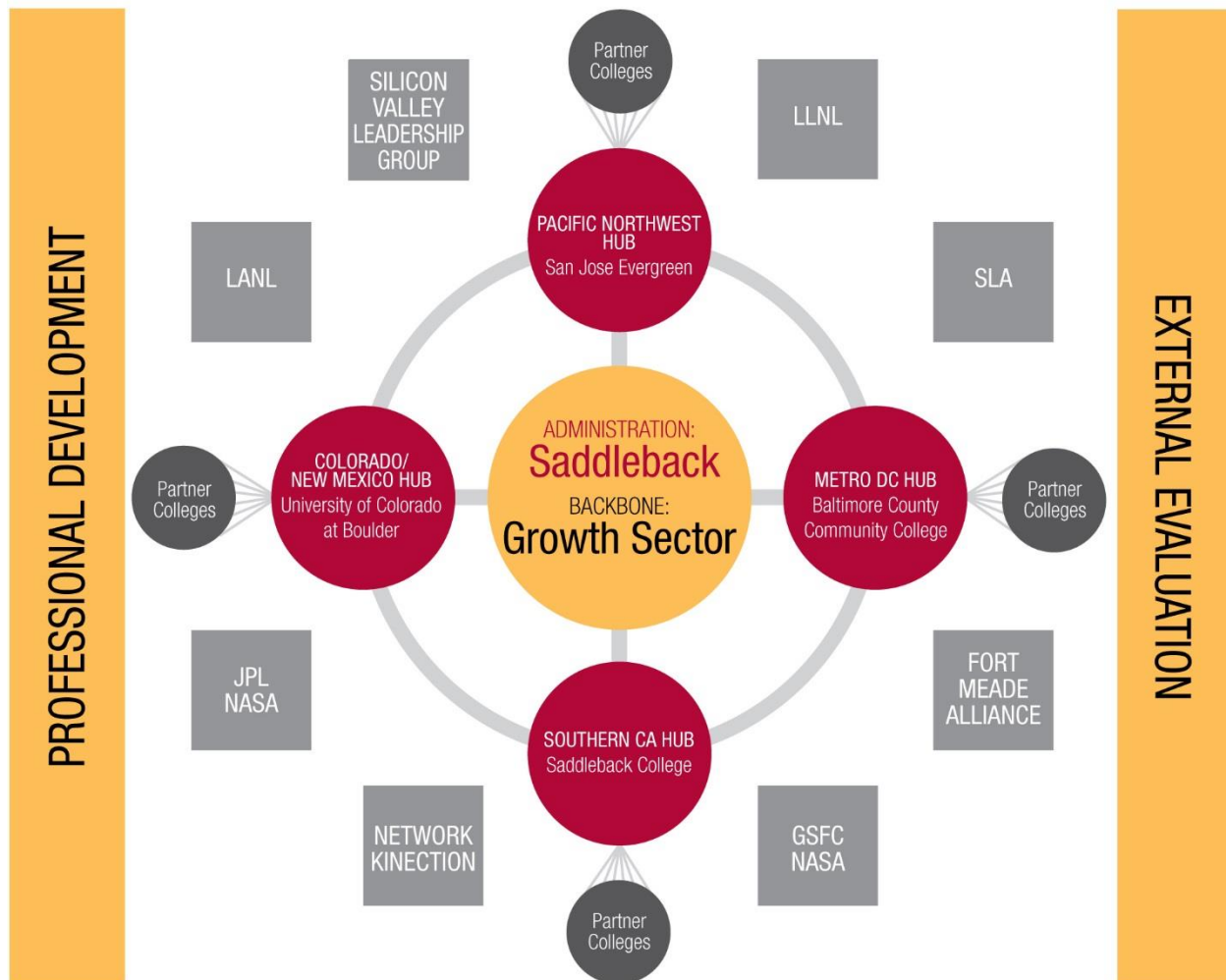
Employer Partners: The STEM Core colleges rely on strong relationships with large STEM employers in order to ensure relevancy of its programs, provide internships and other work-based learning opportunities, and ultimately employ the next-generation workforce. Growth Sector serves in an important intermediary role that has a proven ability to develop hundreds of STEM internships for community college students. Growth Sector will ensure ongoing regional and national employer development in collaboration with numerous professional organizations including the Silicon Valley Leadership Group (representing nearly 200 tech employers) and the Fort Meade Alliance (a consortium of 115 regional employers). Growth Sector will also enter into a Space Act agreement with NASA JPL to develop internship opportunities at space center locations throughout the United States. JPL's education director, Jenny Thieu, was a partner in the inception of the STEM Core Initiative and will outreach to other space centers and affiliated employers to demonstrate how community college internships can benefit their organizations and enhance diversity in their workforce. Lawrence Livermore National Lab has hired or provided

paid internships for more than 50% of the STEM Core participants at Las Positas College and will continue efforts to expand the model to additional national labs including Stanford Linear Accelerator, Los Alamos National Lab, and Sandia National Laboratories.

All partners will participate in the research and evaluation component of the Alliance as part of a networked improvement community learning to improve. Student-level data will be shared on a regular basis and will be conveyed through white papers, convening sessions, the STEM Core website, and published research papers. The external evaluator will study the effectiveness of the Alliance's networked improvement community to impact practices and policy at the student, institutional, regional, and national level.

The STEM Core Expansion Management Plan diagram shown below includes the administrative infrastructure for the NSF INCLUDES Alliance. Institutions and organizations as well as project personnel and their roles are detailed in the supplementary list documents.

## STEM Core Expansion Management Plan





The STEM Core Alliance will contribute to the success of the NSF INCLUDES National Network in a number of ways. First, the Alliance will strengthen existing infrastructure and capacity to scale and replicate the model within existing regions and in new regions. Second, the goals of the Alliance are synergistic with the goals of numerous other INCLUDES projects and alliances; the STEM Core Alliance includes numerous strategies that can benefit from or provide expertise to other INCLUDES projects such as those involving mathematics instruction at any level, STEM equity and access, professional development, community college transfer, and job attainment. Third, because of its broad network involving community college systems in five different states and its research emphasis on networked improvement, the Alliance will carefully analyze STEM Core variation and different implementation contexts to inform the field of collaborative change.

### **Results from Prior NSF Support**

The STEM Core Expansion builds upon the experiences and efforts of three NSF INCLUDES Design and Development Launch Pilot projects. Growth Sector, will continue its work to effectively connect the launch pilots at the University of Colorado, Boulder, and Northern New Mexico College to Saddleback's STEM Core network. The University of Colorado, Boulder is implementing a hub and spoke model that is conducive to the STEM Core network's approach to the expansion and sustainability of the model. Northern New Mexico College's mentor approach is synergistic with the STEM Core model's use of intensive student support role providing outreach, recruitment, and individualized student support to help students stay on their path. These NSF DDLP grants are described below:

**NSF INCLUDES Grant:** (OMA-1649381, \$299,981, 10/01/2016-09/30/2018; *STEM Core Initiative* (SCI): Saddleback College; PI Jim Zoval, Co-PI's Frank Gonzalez, Michael Venn, Courtney Brown and Senior Personnel David Gruber). **Summary:** This project aims to broaden participation among underprepared and underrepresented students in STEM pathways at community colleges. STEM Core is a cohort based learning community designed to address the disparities of underrepresented minorities and women in STEM education and the workforce. The STEM Core model consists of a three tiered approach: 1) Accelerated mathematics completion to calculus readiness: 2) Dedicated Student Support Specialist providing psychosocial support to the cohort and connecting participants with services which reduce academic and non-academic barriers: 3) Providing paid internships within STEM industries and employers, creating a path to employment for STEM Core participants. **Outcomes:** 16 partner colleges have implemented the model, over 550 students have participated, while four federal labs, two NASA centers, and five employers have agreed to provide internships to participating students. Additional activities include pilot summer bridge programs for out-of-school youth and high school students in three of the STEM Core regions, a dual credit STEM Core program for high school students in Baltimore and San Jose, NASA JPL fieldtrip, engineering workshops. A STEM Core Convening was held at California Institute of Technology in Pasadena, CA in 2017 and another will be held April of 2018 at Stanford University in Palo Alto, CA. **Intellectual Merit:** SCI is advancing knowledge about STEM Pathways for underprepared and underrepresented populations by amalgamating five best practices in student success and retention. **Broader Impact:** SCI is increasing the diversity and size of the pool of community college students advancing to calculus while simultaneously promoting high-

growth, high-wage STEM career opportunities. **Publications:** No publications have yet been produced from this award.

**NSF INCLUDES Grant:** (HRD #1649201, \$300K, 01/1/2017-6/30/2018; *Creating Academic Pathways in STEM (CAPS): A Model Ecosystem for Supporting Two-Year Transfer*; University of Colorado, Boulder; PI Sarah M. Miller and Janet Yowell). **Summary:** This project aims to broaden participation in STEM Bachelor's degree conferral through the creation of transparent pathways for Colorado 2-year college (YC) students to matriculate to 4-year universities. **Outcomes:** Statewide Transfer Summits were held in 2017 and 2018, bringing together faculty, administrators and advisors from UCB, other local 4-year colleges (4YCs), as well as 2YC advisors, faculty and administrators familiar with the many challenges of 2- to 4YC transfer to discuss steps for improving the transfer process. **Intellectual Merit:** This project will serve as a model for regional STEM education collaboration by creating a cooperative and transformational infrastructure promoting and supporting success of talented low-income 2YC STEM transfer students to 4YCs and beyond. **Broader Impact:** This "hub and spoke" model promotes the systemic support of all transfer students nationally. **Publications:** No publications have yet been produced under this award. CU Boulder has agreed to continue in a "hub" role for the STEM Core Expansion project and will serve several regional community colleges in this capacity.

**NSF INCLUDES Grant** (#1649296, \$300K, 9/30/2016-10/1/2018; *Northern New Mexico STEM Mentor Collective*; PI Steve Cox, Northern New Mexico College) **Summary:** This project aims to broaden participation in STEM among the K16 population in Northern New Mexico by establishing a collective with the capacity to continuously build, nurture, and embed an indigenous STEM mentor corps in sustained settings that make best use of their influence. **Outcomes:** Created a collective that focuses the work of 18 organizations onto 6 interleaved and ongoing programs that train college students to mentor, train K12 protégées to value and recruit mentors into their lives and bring mentor lead, small group, hands-on weekly STEM activities to K12 students and teachers in classroom, afterschool and community settings. The **Intellectual Merit** of the project lies not only in its assertion that authentic STEM mentors will exert an outsize influence in their communities while increasing their own sense of self-efficacy, but in the creation and careful application of instruments that assess the factors that determine teens' attitudes, career interests, and behaviors toward a STEM future; mentors' sense of self development and progress through STEM programs; and the increased sense of purpose and vision K12 teachers derive from their collaboration with young caring college students. The **Broader Impact** of the project lies in its potential to focus the talents and energies of a diverse collective of community stakeholders on the empowerment of its local college population to address and solve a STEM disparity that bears directly on the community's well-being - in a fashion that is generalizable to other marginalized communities. The STEM Mentor Collective is generalizable because with only a moderate initial investment the disseminated 6-program infrastructure supports the growth and maintenance of a realistic homegrown mentor corps. **Publications:** No publications have yet been produced under this award.

**GOALS AND METRICS:**

The goals of the alliance are to improve practice related to providing access to STEM education and employment for thousands of underprepared community college students through a networked improvement community approach. The STEM Core Expansion Work Plan, below, defines the operational objectives, activities, and deliverables for the work of the STEM Core Expansion.

STEM Core Expansion Work Plan		
Objectives	Alliance Partner Activities	Deliverables
<b>Research and Evaluation</b>		
1. Collecting data on implementation and student outcomes	Saddleback's Research Director will identify implementation data and student outcome data to be collected and shared for purposes of research on intervention effectiveness and use in the external evaluation of the Alliance. GS will work with the coordination hubs and individual colleges as necessary to collect college-level data. SC will conduct data cleaning and data preparation.	Data systems will be in place with clear guidelines regarding data definitions, file formatting and layout, etc.
2. Implementation Analysis and Learning to Improve	Using the data described in line 1 above, backbone GS and regional hubs will engage in Plan-Do-Study-Act work to ensure data regarding STEM Core outcomes (e.g. minority representation, math achievement, degree attainment, and participation in internships) is discussed to inform implementation improvements and model improvement.	Annual convening break-out sessions to share data and discuss how the data can be used to inform improvement.  White papers, STEM Core website, conference presentations, and published research papers
3. External Evaluation	Using the data from line 1 (above) and data from additional sources (see external evaluation), evaluator will evaluate:	Quarterly debriefs the backbone and hub leads

	1) Variation across regional implementations (EQ1)  2) The continuous improvement processes (EQ2)  3) Development of scale (EQ3)	will provide formative feedback.  Activities and findings are shared with National Coordination Hub, the NSF INCLUDES community, and a researcher conference.
Objectives	Alliance Partner Activities	Deliverables
<b>Alliance Coordination</b>		
1. Organizational Activities	SC develops formal MOUs based upon letters of commitment and support.  SC coordinates procurement and contracting with subrecipients and contractors.  SC develops operational protocols and management systems.	Partner contracts in place by the end of Year 1.  Subrecipient monitoring procedures are in place.  SC holds monthly operational meetings.
2. Backbone Activities	G.S. engages with hubs to plan professional development, coordinate regional meetings.  Assist with planning and implementation.  Outreach and presentation of STEM Core Model to additional community colleges  Employer partner development  Dissemination and coordination with the national hub	Annual national convenings are held with 100-150 participants per year.  One new region and three new community colleges per year consider implementation of the STEM Core model.
Objectives	Alliance Partner Activities	Deliverables
<b>Alliance Communication</b>		

1. Materials and Information	SC develops Alliance website, information and document repository, implements a project management system such as basecamp, and collaborates with all partners to ensure they have access to information and are able to contribute meaningfully to Alliance dialogue.	Monthly operational meetings  Quarterly regional PD or other meetings
Meetings	GS works with partners to schedule regional activities, annual convenings.	Quarterly regional PD or other meetings  Annual convenings are hosted by a different regional hub each year.
<b>Stem Core Implementation</b>		
Support for the Model	GS and Coordination Hubs provide individual college-level support for model implementation as necessary. GS trains and coordinates the work of all student support specialists.	Implementation is complete or ongoing as stated in community college implementation, above.  Trained student support specialists manage all STEM Core cohorts
Professional Development	SJECCD's Center for Economic Mobility and Stanford's youcubed program provide professional development for faculty and counselors	Sixty faculty and counselors participate in professional development in Year 1, 100 in Year 2, and 200 per year in each subsequent year.
Hub Coordination	Hubs support college implementation and participation in PD and other networking opportunities	PI meeting discussions

Growth Sector, Saddleback College, and the hub coordinators will be responsible for tracking and researching STEM Core Initiative goals and metrics while leading the continuous improvement process made possible by these data. The external evaluator will analyze qualitative and quantitative data to evaluate the effectiveness of the Alliance at the individual, institutional, regional, and national level.

Measures and data points that will track the effectiveness of the STEM Core Expansion are as follows:

STEM Core Expansion Measures and Data Points		
Evaluation Levels & Related Goals	Measures	Data Points
Student: Promote calculus readiness and advancement to STEM educational/career pathway for remedial students	<ul style="list-style-type: none"> <li>* Flow through to calculus</li> <li>* Retention</li> <li>* Transfer or A.S. degree</li> <li>* Successful internship</li> <li>* STEM Core students enroll in higher level sequential math courses (Calc 1 and 2);</li> <li>* STEM Core higher level (Calc 1 and 2) diversity (gender, ethnicity) v college wide Calc 1 and 2 diversity</li> </ul>	<ul style="list-style-type: none"> <li>* STEM Core student grades and intermediate course pass rates;</li> <li>* Continuing college enrollment status;</li> <li>* Number of student interactions with student support specialist;</li> <li>* Placement into internships; internship descriptions;</li> <li>*STEM Core participant post sequential course (Calculus 1 and 2) grades/pass rate;</li> <li>* STEM Core participant post sequential course (Calculus 1 and 2) demographics v overall STEM Core demographics and college wide demographics</li> <li>*A.S. degree/transfer status at Year 3 of program participation;</li> <li>* Employment status at Year 3 of program participation</li> </ul>

<p>Institution: Goal: Colleges expand STEM pipelines for remedial students</p> <p>Goal: PD addresses underlying institutional low expectations for remedial students</p>	<ul style="list-style-type: none"> <li>* Establishment of STEM Core pathways;</li> <li>* Broad outreach and referral of remedial students to STEM pathways (pre/post counselor tests);</li> <li>* Colleges sustain STEM Core cohorts;</li> <li>* Colleges expand enrollment in STEM Core cohorts/establish additional STEM pathways for remedial students</li> </ul>	<p>* Number of colleges that have implemented pathways characterized by five components:</p> <ul style="list-style-type: none"> <li>- Accelerated math;</li> <li>- Contextualized math;</li> <li>- Block scheduled, cohort based learning communities;</li> <li>- Full time student support specialists;</li> <li>- Linked internships</li> </ul> <p>* College wide demographics; STEM Core demographics;</p> <p>* Exposure of college math faculty to growth mindset (attendance at P.D.sessions; level of activity in on-line community);</p> <p>* Exposure of college counselors to equity/access P.D.(attendance at PD sessions)</p> <p>*Impact of growth mindset on math teaching (pre-post structured survey; interviews);</p> <p>* Impact of equity/access PD on counseling perspective/advice on educational pathways(pre-post structured survey; interviews)</p> <p>* Pct of remedial students exposed to STEM Core opportunity (number and breadth of formal presentations);</p> <p>* College institutionalization/support of five key STEM Core elements (see above) by Year 5;</p> <p>* Number of STEM Core or related cohorts and enrollment Year 1 v Year 5</p>
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Evaluation Levels & Related Goals	Measures	Data Points
Regional: Goal: Regional Hubs sustain and expand STEM Core regional and state networks	<ul style="list-style-type: none"> <li>* Hubs function as network promoters through regular convenings, professional development, and dissemination activities;</li> <li>* Additional regional community colleges adopt STEM Core and join network;</li> <li>* Hubs engage regional workforce and community partners;</li> <li>* Hubs engage additional employers;</li> <li>* State/region promotes policies/resources to sustain/expand STEM Core programs and network</li> </ul>	<ul style="list-style-type: none"> <li>* Number and regularity of Hub convenings, attendance (Hub reporting);</li> <li>* Number and regularity of Hub PD sessions; attendance (Hub reporting);</li> <li>* Number of regional networked colleges Year 1 v 5;</li> <li>* Number of additional workforce and community partners characterized by role and program/resource contribution Year 1 v 5;</li> <li>* Number and program contributions of regional employers Year 1 v 5;</li> <li>* Number of extended dual credit STEM Core programs at high school and community based organizations;</li> <li>* Additional regional public/private funding over grant term;</li> <li>* Number of Hub presentations at statewide convenings;</li> <li>* STEM Core key elements promoted/funded in related statewide programs/policy/resources</li> </ul>



National Goal: Expansion of STEM Core network and impact	<ul style="list-style-type: none"> <li>* Additional colleges adopt STEM Core;</li> <li>* Additional state/regional networks adopt STEM Core;</li> <li>* STEM Core draws additional public/private resources;</li> <li>* Presentation of STEM Core at national conferences</li> </ul>	<ul style="list-style-type: none"> <li>* Number of colleges outside hub regions exploring/planning/adopting STEM Core;</li> <li>* Number of state/regional networks exploring/planning/adopting STEM Core;</li> <li>* Additional national funding from private funders and foundations;</li> <li>* Additional federal grant funding;</li> <li>* Number of interactions with national STEM Hub;</li> <li>* STEM Core related policy/program/research disseminated by national STEM Hub;</li> <li>* Number of presentations at national forums;</li> <li>* Related publications</li> </ul>
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**Alliance Evaluation:**

External evaluators will provide ongoing formative assessment on the degree to which the network supports successful scaling and continuous improvement of the STEM Core approach. Further, the external evaluators will report on and disseminate findings from this work to improve capacity across similar broadening participation efforts. The theory of change from which the evaluation questions are drawn and the research design developed is shown below:

**EQ1. What supports, constraints, and variation exist in STEM Core community college partners?**

**EQ2. Does the network continually improve to adapt to the needs of the growing community of network members?**

**EQ3. To what extent does the network develop scale? What resources, supports, and conditions facilitate these shifts?**

Responding to these evaluation questions will both advance the network's capacity to improve and scale and inform the field as to how to develop networked improvement communities in community colleges and broaden participation in STEM careers.

**LEADERSHIP AND COMMUNICATION:**

**Collective Leadership:** This networked improvement community project will employ a distributed model of leadership and communication that will leverage the unique strengths of its partners and empower all participants to contribute. The STEM Core Alliance is an outgrowth of a *national* STEM Core network that Growth Sector envisioned and began building four years ago. The key partners involved in the STEM Core Alliance have already demonstrated the strength of the STEM Core model; in the Alliance phase, the model will be expanded and a network improvement community approach to collaborative change will be employed to bring expertise to bear in addressing implementation challenges across a variety of community college settings and contexts. Leaders at Saddleback College, Growth Sector, and other key institutions and organizations have already built a STEM Core Network that will hold its fourth annual convening at Stanford University on April 20, 2018. The regional STEM Core hubs will coordinate regional PD, professional learning communities, and facilitate dialogue to share best practices and drive STEM Core improvement. The evaluation team as well as professionals at the NSF INCLUDES Coordination Hub will assess the effectiveness of this existing network as it expands and will provide guidance to support collaborative change.

**Communication Strategy for Network Expansion:** The STEM Core Alliance will build and maintain a website open to all interested parties (outward facing) as well as Alliance partners. Saddleback will manage the logistical components of the website (hosting, etc.) however Growth Sector as vision leader will manage information presented on the website- drawing inspiration from the activities, events, communication, stories, scholarly research, STEM Core analysis from all the partners/Alliance participation. Additionally, Saddleback College as logistics lead will implement the use of a virtual host such as Basecamp to provide a repository for all Alliance documentation via secure access. As envisioned, this site will be managed by Saddleback to provide a shared space to house necessary business documentation, STEM Core marketing materials, curriculum sharing, student success workshop sharing, contractual obligations, federal guidelines, NSF guidelines, virtual and in-person convening documentation and other needs as determined by the Alliance. Additionally, Basecamp or another host will provide the Alliance an inward facing space to share ideas and create other workgroups within a virtual setting, allowing the broad Alliance to continue collaboration organically as interest and or need is determined. Social media platforms will also be utilized as a means of communicating across the Alliance. Currently, it is anticipated that a STEM Core Alliance Facebook group will be developed and hosted by Saddleback with all Alliance partners and other interested parties open to participate. Growth Sector will lead the promotion of the group and push content. However, as the Alliance forms, if partners emerge who have the desire and interest to take on leadership in dissemination of the STEM Core via social media platforms, then they may engage in that process. Additional communication will develop through yearly national convenings which will be utilized to share knowledge across the broad Alliance partnerships, as well as regionally supported in person and virtual convenings and trainings which will be managed by each hub. The hubs in collaboration with their regional colleges and employer partners will determine how to best implement their own communication model (with support and direction provided by Growth Sector and

Saddleback College). The Alliance as envisioned is a collaboration with structure provided by the backbone, the operations lead, the professional development lead and the hubs; yet with the freedom for the emergence of leadership from across the spectrum of the partnership.

**Alliance Partner Leadership Development:** Saddleback College initially implemented the B2E prototype, but the regional hub prototype was developed in the San Francisco Bay Area, led by San Jose/Evergreen Community College District. The hub prototype, implemented in 2015, includes nine regional community colleges, backbone organization Growth Sector, business intermediary the Silicon Valley Leadership group, partner community organizations, and employers including NASA Ames and Lawrence Livermore National Laboratory. The goal of the partnership has been to implement the STEM Core model and develop a broad based and expanding regional network. The key institutional objective has been to implement the STEM Core at each of nine colleges including broad based recruitment and outreach; accelerated and contextualized math; block scheduled learning communities; assigned student support specialists; and internship opportunities. The key regional objectives have been to build a network of community colleges, engage employer and workforce partners, create an effective backbone organization, and promote expansion to additional community institutional and regional network objectives. Over the last three years all nine targeted colleges have implemented the critical components of the STEM Core model with each establishing at least one full STEM Core cohort; a majority of these colleges are planning to fully institutionalize the STEM Core model. Regional goals have also been met (e.g. employer partnerships resulting in over 75 internships, adding new community colleges to the regional network). As the STEM Core Initiative builds into an Alliance, the Bay Area regional network will serve as a framework for a hub and spoke model in which elements such as a backbone support organization, professional development, and employer intermediaries can effectively contribute to the its success.

**Role of the Backbone Organization:** For the past four years Growth Sector has served as the backbone organization for SJECCD and the nine participating STEM Core colleges in the San Francisco Bay Area' and facilitated expansion to colleges in Colorado and Maryland. Prior to that, Growth Sector served as the backbone organization providing vision and support for several southern California community colleges as they implemented the prototype B2E model. More recently, Growth Sector has continued to demonstrate effectiveness in supporting organizations to meet STEM Core goals as evidenced by the progress of Saddleback's DDLP grant which has met or exceeded all stated deliverables thus far.

**Collaborative Change Management Strategy:** As the STEM Core model has evolved from the original B2E prototype, informed by collaborative input from partners, it has employed networked improvement community principles to affect collaborative change as demonstrated by the following examples of refinements to the model that were informed through a Plan, Do, Study, Act (PDSA) framework:

- Decision to expand the model from engineering to computer science and then to STEM fields more broadly
- Incorporation of professional development to address biases related to underprepared students

- Investment in annual convenings to promote dialogue and share best practices

As an Alliance leader, Growth Sector will continue to provide an overall vision as well as technical assistance in planning, implementation, and operation to promote STEM Core expansion. The external evaluator and the National Coordination Hub will assess the effectiveness of the Alliance to bring about systemic change.

As a networked improvement community intended to accelerate improvement through disciplined inquiry, the expertise brought by Alliance partners will mold the Alliance into a unique footprint as it evolves into a larger organism. With the expansion, additional leadership roles must be in place at initiation as well as incorporated during the implementation of the Alliance model. In order to facilitate smooth communication and operations within the Alliance partner structure, Saddleback College will act as the business operations leader and fiscal agent for the entire Alliance network. In turn, each Hub including: University of Colorado at Boulder, San Jose Evergreen Community College District, Community College of Baltimore County, and Saddleback College will be responsible for supporting the work of the Alliance and implementation of the STEM Core model at partner colleges. In the role of Hub, these institutions will in turn be the business operations leaders for their regions as well as assist the backbone organization in driving the strategic vision of the Alliance and facilitating communication amongst their regional partners and the greater national Alliance of partner colleges. The Hubs will also play a role in developing relationships with community college regional and statewide leaders, political leaders, workforce and economic development leaders and philanthropic organizations which will play a part in sustaining the STEM Core model.

As envisioned, the expansion of the STEM Core regional model into a STEM Core national network will provide flexibility within the Alliance to make space for the emergence of leaders and leadership opportunities beyond the foundational structure. Each region brings a unique perspective to the Alliance and these perspectives need a place for expression in order to promote better STEM educational policy and network improvement strategies. The STEM Core Alliance will be a network of networks, formed by vertical and horizontal relationships between varied spheres of influence with a shared goal of improving STEM educational opportunities and increasing diversity in the STEM workforce.

The STEM Core Expansion Alliance will contribute to broadening participation research by applying and assessing its effectiveness vis-à-vis the six core principles of the theory of change referenced in the Carnegie Foundation for the Advancement of Teaching's "Learning to Improve: How America's Schools Can Get Better at Getting Better". Specifically, the Alliance will:

- 1) Engage key stakeholders in the specific problems being addressed by the STEM Core Initiative.
- 2) Work towards addressing a variety of supports and constraints that impact the effectiveness and scalability of the STEM Core model.
- 3) Utilize a systems approach to understand and address STEM Core implementation challenges.

- 4) Use data to inform improvement to the model itself as well as address implementation challenges.
- 5) Engage in disciplined inquiry through a Plan, Do, Study, Act (PDSA) framework of dialogue.
- 6) Utilize a network approach to share challenges, best practices, and accelerate learning.

Communication will be a key component of growing the Alliance knowledge base and holding the Alliance together as a network. As mentioned previously, the Alliance will utilize an outward facing website as well as an in-network secure access site to be utilized only by the Alliance partners. A scorecard will be developed which will be viewable on both sites which will highlight the outcomes of data gathered from each STEM Core model institution as well as the data collected and analyzed regarding the Alliance network. Professional development virtual modules, talks and workshops generated within and for the Alliance will be available to all at [stemcore.org](http://stemcore.org) and through the NSF INCLUDES Coordination Hub as requested. The Alliance will work with the INCLUDES Hub to share the outcomes of its efforts as well as supporting collaboration with other INCLUDES Alliances or DDLPs outside of the foundational Alliance structure. The Alliance will provide the mechanism for accelerating expansion of the STEM Core model by testing it in varied regions with unique challenges and opportunities to implementation and sustainability. STEM Core convenings will be open to any professionals interested in learning more about the STEM Core, teaching mathematics and accelerated math, broadening participation among minorities and others underrepresented in STEM, STEM workforce preparation, etc.

#### **POTENTIAL FOR EXPANSION, SUSTAINABILITY AND SCALE:**

The STEM Core Initiative has been implemented in more than 10% of California's 114 community colleges, and the potential for replication throughout the state is high. Many California community colleges are able to access special funding for student support specialists, and since math acceleration does not require any curriculum modifications, it is feasible for these California community colleges to quickly implement the model, potentially increasing the impact from 300 or so students in a given year to over 3,000 students per year. The STEM Core model has been recently introduced in Colorado, Maryland, New Mexico, and Washington, and the results are unproven. Early results in Maryland and Colorado indicate that the STEM model can be implemented throughout the United States, and research conducted by the external evaluators as well as the National Coordination Hub provider will analyze the extent to which the model can be effectively implemented in different contexts.

The STEM Core model has been highly successful where it has been implemented, but the model has the potential to increase access to STEM education and careers for many more students. Organizations such as the Fort Meade Alliance and the Silicon Valley Leadership group represent hundreds of large tech employers with national reach and will continue to develop additional internships for STEM Core students. NASA JPL has expressed an interest in expanding the current paid internship program that it manages; in addition to a willingness to accept more STEM Core students as additional cohorts are formed, NASA JPL will coordinate STEM Core development and

expansion across all NASA sites including introducing the STEM Core strategy, sharing experience and best practices, and helping to structure education and work opportunities. Additionally, Lawrence Livermore National Lab (LLNL) has been involved with the STEM Core model for the last several years providing internships and employment for STEM Core students, and has facilitated dissemination to Stanford Linear Accelerator (SLAC) and Los Alamos National Lab. LLNL will encourage other National Labs across the country to expand internship opportunities for STEM Core students.

Growth Sector will serve as a backbone organization and workforce intermediary tasked with supporting existing hubs and colleges as well as expanding the network to additional colleges and regions. Growth Sector will lead employer development efforts, assist with identifying additional public and private funding streams to support the model, and advocate for policies that support STEM Core practices. Growth Sector has secured private funding for the development of a STEM Core Network from private foundations such as the JP Morgan Chase Foundation. The JP Morgan Chase Foundation has provided critical funding support for development of the pilot and prototype STEM Core programs in northern and southern California and has expressed interest in exploring broader support for the STEM Core expansion effort.

The STEM Core Expansion Alliance's network incorporates leadership from Saddleback College, Growth Sector in the role of backbone organization, and regional hubs to coordinate activities. This model enables the network to be expanded rapidly as hubs can support 6-12 colleges with a moderate investment and technical assistance from Growth Sector. This model enables regional leaders to implement the STEM Core reliably at scale. Expansion to additional developmental and remedial populations: While the STEM Core Initiative Expansion Alliance seeks to address a specific broadening participation challenge for underprepared students in the community colleges, the current network has demonstrated an ability to adjust to a variety of circumstances and deliver the program to varied populations. For example, in Baltimore the STEM Core is offered through dual enrollment for high school seniors, and in the San Francisco Bay Area an adult school and community college collaborated to build a STEM bridge.

These pilots of the model hint at the untapped opportunity for STEM Core implementation and expansion. Through the Alliance the STEM Core will operate the model in five states: CA, Washington, Colorado, New Mexico and Maryland. These states represent diverse populations and community college systems. This diversity of representation will provide the Alliance greater variability of its implementation which will further inform the Alliance strategy for continued expansion. The five states will be represented by four hubs tasked with overseeing, in collaboration with Growth Sector, the implementation of the model at each of their colleges, developing relationships with employer partners, workforce intermediaries, four year colleges and universities and philanthropic and other organizations which can develop creative means for sustainability for internships and additional supportive services at the colleges.

**Expansion through Collaboration with the NSF INCLUDES Coordination Hub:** STEM Core Expansion Alliance leaders are cognizant of the opportunity presented by the NSF INCLUDES

framework that will encourage networks of networks. As the NSF INCLUDES Coordination Hub engages in its work to support the goals of NSF INCLUDES more broadly, the STEM Core Expansion Alliance will collaborate in a number of ways:

- The STEM Core Expansion Alliance will contribute to the body of knowledge about networked improvement community effectiveness;
- The STEM Core Expansion Alliance will identify areas of affinity with other NSF INCLUDES alliances that may provide opportunities for collaboration. For example, growth mindset principles can be applied to a number of broadening participation challenges. Similarly, mathematics acceleration and work-based learning can be utilized in a number of different settings and educational segments to improve outcomes for underprepared minorities and other underrepresented populations.

**PROPOSAL FORM A**  
**LETTER OF INTEREST AND APPROACH (4 Pages)****Letter of Interest and Approach**

The RFQ&P response should be introduced with a Letter of Interest that presents a statement of interest, Proposer's approach, and philosophy for implementing these services, and a brief description of the consultant/firm including qualifications for providing the requested services.

1. Describe relevant qualifications and experience of your firm as it relates to this specific project.
2. The Proposer will work closely with the PIs and / or designated college staff to ensure that student and other program data are being collected, evaluated, and reported on according to the SCOPE OF SERVICES above. Accordingly, please respond to the following questions:
  - a. Describe specific techniques to be employed. Outline the anticipated work plan and schedule. Describe how your team will work with the PIs and / or designated college staff members to manage and keep the project on schedule in order to present the final product 45 days after the conclusion of the award's period of performance, August 31, 2023. The proposal should specifically address how the Proposer would manage the program data collection across the anticipated national network of at least 27 colleges and provide the PIs with progress updates as required by the NSF.
  - b. List the qualitative and quantitative data elements that will be used in developing the external evaluation; specifically, what will be needed in order to create data-driven, external evaluation?
  - c. How will you work with the PIs or designated college staff members to ensure you have the information necessary to be successful? Also, how will you ensure that the information provided to the PIs will be accurate, timely, and sufficient?
  - d. List any additional components of the external evaluation that you will not be providing and that you will be expecting from the PIs, designated college staff members, or members of the national network, if different than specified under the "Scope of Services" section of this RFQ&P.
  - e. What strategies will be used to assure appropriate participation from the project's hubs or national network of colleges?



**Cover letter to District in addition to the Proposers narrative must include all of the information noted below in a letter format.**

The individual who is authorized to bind the firm responding to Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Cooperative Agreement External Evaluation RFP&Q (hence, "Proposer") contractually must sign the cover letter, must indicate the signatory is so authorized, and must indicate the title or position of the signatory. **An unsigned cover letter shall cause the proposal to be rejected.** The cover letter must contain a statement from the Proposer that acknowledges that all documents submitted pursuant to this request for proposal process will become a matter of public record. The letter must contain the following:

- The Proposer's name, address, e-mail, telephone, and facsimile number.
- The Proposer's Federal Employer Identification Number and Corporate Identification Number, if applicable.
- The name, title or position, and telephone number of the individual signing the cover letter and statement signatory is authorized to bind the firm.
- The name, title or position, and telephone number of the primary contact and/or account administrator, if different from the individual signing the cover letter.
- Provide all the named people who will actually perform the work when the Program begins.
- A statement to the effect that the proposal is a firm and irrevocable offer, good for one hundred eighty (180) days. **Please complete Proposal Form A through G and Appendices A through E as part of your RFQ&P response.**
- A statement expressing the Proposer's willingness to perform the services as described in this RFQ&P.
- A statement indicating that all forms, certificates and compliance requirements included in this RFQ&P are completed and duly submitted in the proposal response.
- A statement that there is no conflict of interest. Use Form E.
- A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFQ&P.

**Proposer Firm Information**

- Type of Firm:  
Corporation: \_\_\_\_\_ Proprietorship: \_\_\_\_\_ Partnership: \_\_\_\_\_  
Joint Venture: \_\_\_\_\_ Other (please describe): \_\_\_\_\_
- Business License Number: \_\_\_\_\_
- Number of years in business under firm name: \_\_\_\_\_

- Has the firm changed its name within the past 3 years?

YES ☐ NO ☐

If yes, provide former name(s): \_\_\_\_\_  
\_\_\_\_\_

- Have there been any recent (within the last three years) changes in control/ownership of the firm?

YES ☐ NO ☐

If yes, explain. \_\_\_\_\_  
\_\_\_\_\_

- Have officers or principals of the firm ever had their business license suspended or revoked for any reason?

YES ☐ NO ☐

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_

- Is the Proposer's Project Executive or other key research personnel participating on this project debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities?

YES ☐ NO ☐

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_

- When was the firm's most recent fiscal year audit completed?

- Were there any findings?

YES ☐ NO ☐

If yes, please explain. \_\_\_\_\_  
\_\_\_\_\_

**PROPOSAL FORM B**  
**PERSONNEL AND STAFFING RESOURCES (6 PAGES)**

Submit resumes for each team member including sub-consultants proposed to provide service to SOCCCD including specific qualifications and recent related experience providing similar services. **List the proposed staff's current and anticipated availability during the contract period.** Include the following data and any other relevant information for the District to evaluate:

1. Provide total number of professional staff currently employed by the firm.
2. Resumes should be included for the Project Executive and/or all other key research personnel working as part of the project team, if applicable.
3. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person/s, and how many years of experience with a focus on third party external evaluation of large federal awards and the proposed role. If the Proposer is chosen as a finalist, at least one of the proposed individual/s must attend the interview and in-person presentation.
4. Indicate whether or not individual is currently a direct employee of the firm. If a direct employee, indicate how many years with the firm.
5. Provide brief biographies, education, training, professional certifications, and work experience history of individual/s that will be working directly with the District, highlighting the skills identified with their tasks.
6. Link each named person with the specific tasks, responsibilities, and deliverables.
7. If more than one person is named as a candidate for a specific role, include above information for all listed persons.

**PROPOSAL FORM C**  
**RELATED EXPERIENCE AND METHODOLOGY (6 PAGES)**

1. Provide a summary of the firm's experience in relation to the services contemplated in this RFQ&P.
2. Describe how the firm will provide services and fulfill the requirements and expectations of the District.
3. Provide a summary of your firm's experience providing third party evaluation for large federal awards and the experience of the staff assigned to this project.
4. Based on the RFQ&P scope, clearly specify any work that would be considered additional services.
5. Name and state the number of third party evaluations conducted for large federal awards within the past three (3) years.
6. Quarterly status reports are required. Please describe the type of information the status reports may contain.
7. Identify any special services typically provided by the firm and how those services are billed.
8. Indicate the firm's proximity to the District and availability to accomplish the work.
9. List projects in chronological order in which team members were involved. Indicate whether project was completed by the firm or by a team member when employed by another firm.
10. Submit a list of relevant, similar research projects previously conducted by the firm in the last three years, including the lead researcher names.

<b>PROPOSAL FORM D</b> <b>FEE AND RATE PROPOSAL (3 PAGES)</b>
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The proposed fee schedule shall include fully burdened hourly rates for each title/individual proposed for the work. It is the proposer's responsibility to understand the complexity of the District as well as the complexity of the proposed work and to submit a not-to-exceed fee accordingly using the form below.

1. The Fee Proposal shall include all costs to complete the scope of work.
2. Please indicate the title of each team member to be assigned to this project, along with the billable hourly rate and estimated total hours required to fulfill their duties. Such rates shall include all labor, materials, overhead and profit (OH&P), and other direct and indirect costs including incidental travel. Actual contract rates and project fees will be subject to negotiation prior to issuance of any agreement.

Team Member Title	Hourly Billable Rate	Total Est. Project Hours	Extended Cost
	\$		\$

3. Please provide firm's policy for travel procedures and allowable costs.
4. **Other Costs:** Please indicate below any costs not specified above, and list any applicable reimbursable and their respective unit costs:

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5. **TOTAL PROPOSAL FEE NOT TO EXCEED:** \$ \_\_\_\_\_

(Including all billable hours, costs and deliverables)

<p style="text-align: center;"><b>PROPOSAL FORM E</b> <b>GENERAL TERMS AND CONDITIONS (2 PAGES)</b></p>
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**Offer Held Firm:** The Proposer agrees that it will not withdraw its offer for a period of *one hundred eighty (180)* calendar days from the opening date.

**Right to Reject:** The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

**Bidder Certification:** The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

**Execution of a Contract:** If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements immediately upon receipt of written notice of acceptance of the Proposal by the District.

**Assumption of Contract:** The Proposer agrees to assume operations under the contract after the Board approval of contract and within ten (10) calendar days following the District's notification to proceed.

**Exceptions to Specifications:** In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFQ&P document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the RFQ&P submittal which is to be titled "Exceptions."

**Conflicts of Interest:** All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is an employee of the South Orange County Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

**Required Submittals:** The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

**District's Right to Award:** The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

**Legally Binding** it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

**Litigation History** list all related litigation in the last five (5) years filed by either an owner, owner's consultant, or contractor, against the firm.

SUBMITTED BY:

Company Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
By: Signature (Manual)

\_\_\_\_\_  
By: Signature (Typed or Printed)

**PROPOSAL FORM F**  
**REFERENCES (4 Pages)**

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. List at least three four-year education and /or community college districts that you or your firm has contracted with in the last three (3) years. Include the name of the institution or district, contact person, email address and phone number of individuals who can evaluate work that has been completed by the consultant(s)/firm/team member(s) in the past three (3) years.

**REFERENCES**

Name of Entity: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Dates of Services: From: \_\_\_\_\_ To: \_\_\_\_\_

Types of Services Provided: \_\_\_\_\_



**PROPOSAL FORM G**  
**Addenda Acknowledgement**

**Addenda**: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

Addendum # \_\_\_\_\_

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

**APPENDIX A**  
**Non-Collusion Declaration****NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**State of California )  
 ) ss.

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_ the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Print Name\_\_\_\_\_  
Signature

**APPENDIX B**  
**Equal Opportunity Affirmative Action Statement****SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**EQUAL OPPORTUNITY AFFIRMATIVE ACTION STATEMENT**

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Name of individual, company or corporation

By: \_\_\_\_\_

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

Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

(Corporate Seal)

**APPENDIX C**  
**Firm's Certificate Regarding Worker's Compensation**

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

\_\_\_\_\_  
Name of individual, company or corporation

By: \_\_\_\_\_

(Corporate Seal)

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

Address: \_\_\_\_\_

\_\_\_\_\_  
City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

## APPENDIX D

### Sample Agreement



#### SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT PROFESSIONAL SERVICES AGREEMENT

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

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

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

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

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

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

**[INSERT BRIEF SUMMARY OF SKILLED SERVICES TO BE PERFORMED. DETAILED SCOPE OF WORK AND SPECIFICATIONS SHOULD BE REFERENCED AS AN ATTACHMENT]**

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

2. Term. This Agreement shall commence on **[SELECT START DATE]**, and shall continue in full force and effect thereafter until and including **[SELECT END DATE]** ("Term"), unless this Agreement is terminated during the Term pursuant to this Agreement.

3. Payment.

- A. Amount of Compensation. District agrees to pay Contractor, as full consideration and compensation for Contractor's performance of the Work under this Agreement, a total amount not to exceed **[DOLLAR AMOUNT SPELLED OUT]** Dollars (\$**[NUMERICAL DOLLAR AMOUNT]**) ("Contract Amount"). Additional details:**[INSERT DETAILS OF COMPENSATION(Rate Schedule/Milestone/Etc.) OR REFERENCE AN ATTACHMENT]**.
- B. For Reimbursement of Expenses. Unless otherwise agreed upon by District in writing or specifically provided in this Agreement, Contractor shall assume and pay, at Contractor's sole expense, all costs and expenses incurred by Contractor in performing the Work under this Agreement ("Expenses").
- C. Method and Schedule of Payment. District shall pay to Contractor the Contract Amount pursuant to invoice from Contractor in accordance with this Agreement.
  - i. Invoice. Contractor shall submit to District detailed billing information regarding the Work provided for the billing period, not more than once per month, and, if applicable, District-authorized Expenses incurred during the billing period. All District-authorized Expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's Purchase Order number, and Contractor's Taxpayer Identification Number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. An invoice cannot be paid unless this Agreement has been signed by Contractor and has been properly executed by District, and Contractor has submitted a completed Vendor Form/Substitute Form W-9 to District's Contract and Procurement Services Department.

4. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Contractor is a Nonresident of California, which may include California Nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a Nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from the Franchise Tax Board. As of January 1, 2008, the standard withholding amount for all payments to Nonresident California Contractors is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Contractor's California State Income Tax Account, settlement of which must be made by

Contractor directly with the State of California through Withholding Coordinator, Franchise Tax Board, PO Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the Nonresident Contractor and Contractor shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Contractor's acts or omissions with respect to this nonresident requirement. Contractor shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

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

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

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

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

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

10. Originality of Services.

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

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

12. Indemnification/Limitation of Liability. To the fullest extent permitted by law and as a material part of this agreement, Contractor shall indemnify, hold harmless, and defend the District, its Board of Trustees, officers, employees, agents, volunteers, and representatives from and against all claims, liability, loss, cost, damages, expenses and obligations, including reasonable attorney fees, arising from the acts or omissions of Contractor or of persons acting on behalf of Contractor, however caused, in the performance of the services specified herein excluding, however, such liability claims, losses, damages, or expenses arising from the District's sole or active negligence, willful misconduct, or unlawful acts. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Contractor shall indemnify, hold harmless, and defend the District from any and all loss, cost or expense resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. In no event shall the District be liable for any loss of Contractor's business, revenues or

profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District has been advised in advance of the possibility of such damages.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

District: South Orange County Community College District  
Priya Jerome, Executive Director, Procurement, Central Services & Risk Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
(949) 582-4850

Contractor: [CONTRACTOR NAME]  
[AUTHORIZED REPRESENTATIVE'S NAME]  
[ADDRESS]  
[CITY, STATE, ZIP]  
[PHONE NUMBER] / [EMAIL ADDRESS]

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

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

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

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

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

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

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

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

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

32. **Accessibility of Information Technology.** Contractor hereby warrants that the Work to be provided under this Agreement complies with the accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C §794d), and its implementing regulations set forth at Title 36, Code of Federal Regulations, Part 1194. Contractor agrees to promptly respond to and resolve any complaint regarding accessibility of its products brought to its attention. Contractor further agrees to indemnify and hold harmless the South Orange County Community College District, the Chancellor's Office of the California Community Colleges and any California community college using the Contractor's products from any claim arising out of its failure to comply with the aforesaid requirements. Failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement.

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

- a. By executing this contractual instrument, Contractor agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- b. By executing this contractual instrument, Contractor certifies to the best of its knowledge and belief that it and its principals:



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

IN WITNESS WHEREOF, Parties hereby agree.

CONTRACTOR

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

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

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

Print Name: [     ]

Print Name: [Choose: Jerome(Ex Dir)<\$50,000>Gabel(VC)]

Print Title: [     ]

Print Title: [Select Title of Signer]

Date:

Date:

Initiating Department:

\_\_\_\_\_  
Contact Name:

\_\_\_\_\_  
Contact Phone & Email:

**APPENDIX E**  
**Submission Checklist**  
**South Orange County Community College District**

Item	Included in RFQ&P Response
Proposal Form A: General Information	
Proposal Form B: Mandatory Responses	
Proposal Form C: Personnel Experience	
Proposal Form D: Fee and Rate Proposal	
Proposal Form E: General Terms and Conditions	
Proposal Form F: References	
Proposal Form G: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Firm's Certificate Regarding Workers' Compensation	
Appendix E: Submission Checklist	



South Orange County Community College District  
RFQ&P No. 2076  
Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion  
Cooperative Agreement External Evaluation

Addendum No. One (1)  
10/24/2018

A handwritten signature in blue ink, appearing to read "Priya Jerome", is written over a horizontal line.

**Priya Jerome**

Executive Director of Procurement, Central Services & Risk Management

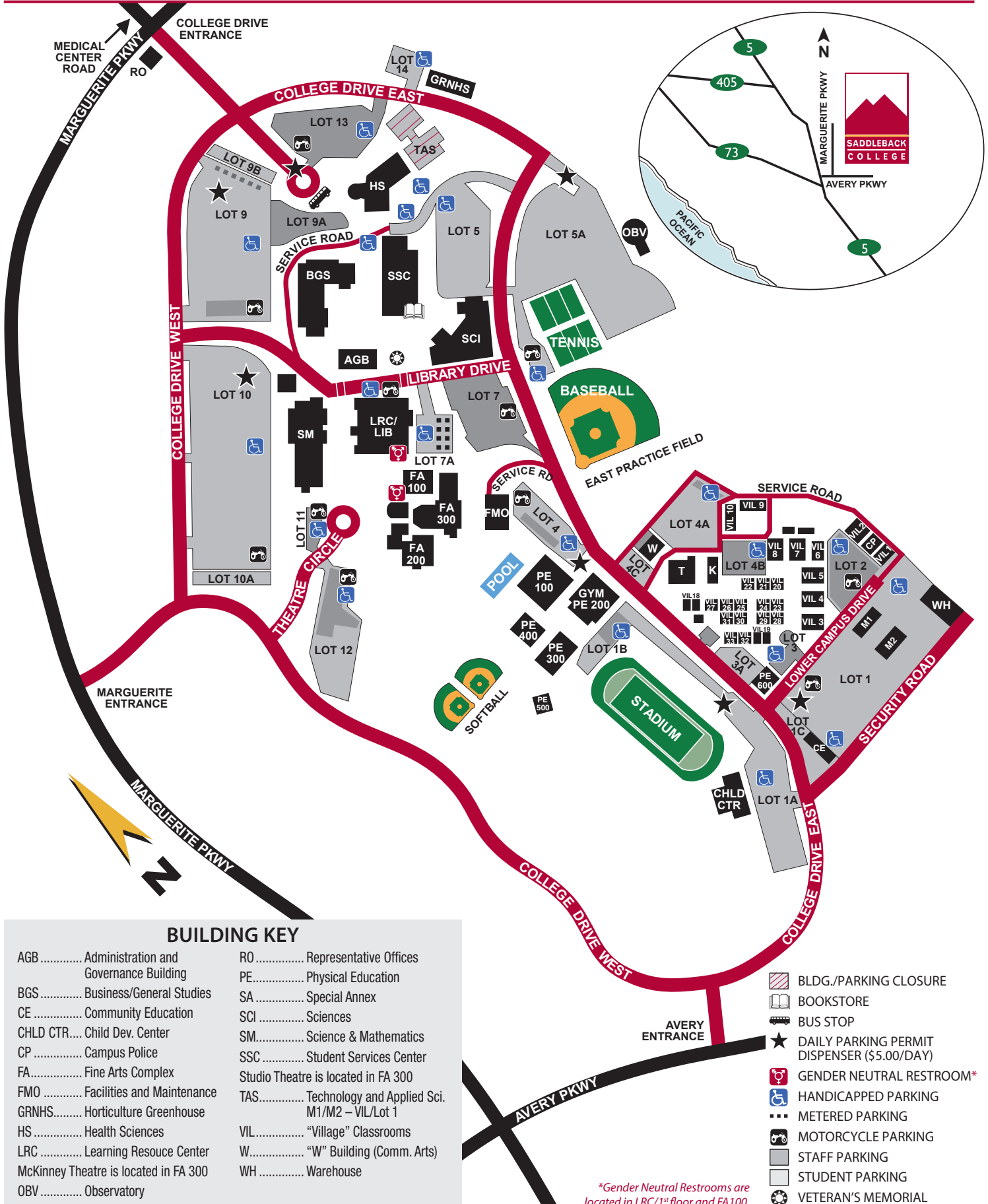
All documents remain unchanged except section or parts added to, revised, deleted and clarified by this Addendum. This Addendum consists of important information regarding the Pre-Proposal Meeting.

1. The pre-proposal meeting on November 1, 2018, 11:30 AM - 1:00 PM is **mandatory**.
2. All RFQ&P respondents shall confirm their attendance by email to [purchasing-dept@socccd.edu](mailto:purchasing-dept@socccd.edu) by 5:00 PM on Monday, October 29, 2018. The subject line should read: "RFQ&P 2076 Pre-Proposal Meeting Confirmation."
3. Physical presence is not required. A call in number will be provided prior to the meeting day to those who confirm attendance.
4. A District map is attached. The address and location of the meeting is:  
South Orange County Community College District  
Chancellor's Conference Room  
Health Sciences Building, 3rd Floor  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

END OF ADDENDUM NO. 1

# SADDLEBACK COLLEGE CAMPUS MAP

28000 Marguerite Parkway, Mission Viejo, CA 92692 • 949.582.4500





South Orange County Community College District  
RFQ&P No. 2076

**Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion  
Cooperative Agreement External Evaluation**

Addendum No. Two (2)  
11/2/2018

A handwritten signature in blue ink, appearing to read "Priya Jerome", is written over a horizontal line.

**Priya Jerome**

Executive Director of Procurement, Central Services & Risk Management

**Note:**

*All documents remain unchanged except section or parts added to, revised, deleted and/or clarified by this Addendum. This Addendum consists of the responses to the Request for Information/Clarification submitted by the deadline October 30, 2018 at 5:00 PM and changes to the interview schedule.*

**Q & A**

1. Is the required cover letter information part of the four-page limit for Proposal Form A?

*A1: No, the Cover letter information is not part of the four-page limit.*

2. Are the resumes for the Project Executive and/or all other key research personnel part of the six-page limit for Proposal Form B?

*A2: Resume of each individual shall not exceed a 2-page limit.*

3. Is it allowable to include resumes in an appendix?

*A3: Should the proposing firm prefer to submit a detailed resume for each individual, they may do so as an appendix.*

4. Is there any guidance on the expected budget for this evaluation? What amount was budgeted for external evaluation in the approved budget submitted to NSF? Is that amount a firm ceiling or an estimate?

*A4: The budget allocations are subject to change and contingent to this NSF grant. The current budgeted allocations for this evaluation project is estimated at a not to exceed \$800,000 limit for the entirety of this contract (5 years).*

5. Is staff travel beyond a 50-mile radius from the vendor site reimbursable as "other cost"?

A5: *Please indicate estimated travel costs as a line item under "Other Costs" on the Fee and Rate Proposal, Form D.*

6. Regarding Form F, what kind of former/current clients may we use as references (i.e., only higher education clients)?

A6: *It is our preference that you indicate your current or past (in the last five (5) years) work servicing an education client, but any public agency experience would also suffice. The District is interested in current projects, as well as those projects that have been successfully completed within the past five (5) years.*

7. On Form C, when listing the third party evaluation project – in some cases, we do not have the award amount. Were you looking at the contract amount for our firm, or the amount of the award from the Federal agency?

A7: *The District wants to assess the size of the award from the Federal agency to understand the scope of services you are contracted to provide. If it is a Federal award, it seems that you would be able to identify the Federal award number and the funding associated with that. Our interest is in knowing your firms' experience in providing evaluating services for a large Federal award.*

**IMPORTANT:**

**Interview/Presentations date for the shortlisted firms has been changed to November 16, 2018 (location and time will be sent to the shortlisted firm).**

END OF ADDENDUM NO. 2

November 8, 2018

# Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion Cooperative Agreement External Evaluation

In response to RFQ&P 2076  
SRI Education Proposal No. 18-031-654-EDD

*Prepared for*  
Priya Jerome  
Executive Director  
Procurement, Central Services & Risk Management  
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692-3635  
Phone: (949) 582-4850  
Email: purchasing-dept@socccd.edu

## Offeror Information

*Main Office*  
SRI International  
333 Ravenswood Avenue  
Menlo Park, CA 94025-3493  
Phone: 650-859-2000

*Washington, D.C. Office*  
SRI International  
1100 Wilson Blvd., Suite 2800  
Arlington, VA 22209-3915  
Phone: 703-524-2053

*Contractual*  
Kim Cargill  
Contracts Officer  
SRI International  
Phone: 650-859-2655  
Email: kim.cargill@sri.com

*Technical*  
Julie Remold  
Senior Education Researcher  
SRI International  
Phone: 650-859-4136  
Email: julie.remold@sri.com

## Approved by

Kim Cargill, Contracts Officer

This proposal includes proprietary information of SRI International that shall not be disclosed other than to those within South Orange County Community College District's business having a need to know and shall not be duplicated, used, or disclosed—in whole or in part—for purposes other than to evaluate this proposal. If, however, a contract is awarded as a result of—or in connection with—the submission of this proposal, South Orange County Community College District shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit South Orange County Community College District's right to use information contained in this proposal if it is obtained from another source without restriction. The information subject to this restriction is contained in Form D (D-1 and D-2) and Form F (F-1–F-3).

## **Table of Contents**

**Proposal Form A: General Information: Letter of Interest and Approach**

**Proposal Form B: Mandatory Responses: Personnel and  
Staffing Resources**

**Proposal Form C: Personnel Experience: Related Experience  
and Methodology**

**Proposal Form D: Fee and Rate Proposal**

**Proposal Form E: General Terms and Conditions**

**Proposal Form F: References**

**Proposal Form G: Addenda Acknowledgement**

**Appendices**



**PROPOSAL FORM A**  
**LETTER OF INTEREST AND APPROACH**

SRI International proposes to serve as external evaluator for the STEM Core Alliance, a national network of education partners funded by the National Science Foundation (NSF) under the project “Collaborative Research: NSF INCLUDES Alliance: STEM Core Expansion.” The project is a networked alliance of community colleges, each supported by one of four hubs that are in turn supported by a central backbone organization (Growth Sector) and administrative lead (Saddleback Community College). The Alliance aims to support the expansion of the STEM Core model and the STEM career pipeline in these community colleges. Also participating in the Alliance are partners from research and industry that are providing professional development for faculty, links to internships, and other resources. As evaluators, SRI will analyze network data to provide ongoing formative evaluation of the implementation and scaling of the STEM Core model and to evaluate continuous improvement of the support provided to participating colleges by the network. SRI also will report on and disseminate findings on the STEM Core Alliance to inform the field.

One of the world’s largest independent, not-for-profit research and technology organizations, SRI provides a critical bridge between basic research, applied research, and practice. SRI manages a \$540 million research and development portfolio, including 13 contracts that range from \$20 million to \$180 million. SRI has extensive experience with federal programs, having worked with a wide array of federal agencies such as the U.S. Departments of Education, Health and Human Services, Housing and Urban Development, and NSF. Researchers in SRI’s Education Division have worked with approximately 125 colleges and universities, including 67 community colleges, in 17 current and recent projects. In those projects, SRI has partnered with higher education policy organizations such as the League for Innovation in the Community College.

SRI conducts evaluations with clients to identify and understand the impacts of their programs and to support the use of data for continuous improvement of programs. The proposed SRI evaluation team members are experienced leaders in research on and evaluation of STEM learning interventions, including those supported by networked capacity-building and involving higher education institutions. This team offers strong experience, knowledge, and capacity in the key areas relevant to the evaluation:

- Research on teaching and learning in K-12, higher education, and out-of-school settings.
- Third-party evaluation of large awards (>\$1M) and NSF-funded evaluations. The proposed evaluation leader currently leads the evaluation one of the NSF INCLUDES Design and Development Launch Pilots.
- Evaluation of networked improvement efforts and other approaches using collaboration to scale up effective programs.
- Development of research protocols and prompt review of research designs as needed by an in-house Internal Review Board.
- Collaboration with numerous higher education institutions and community colleges.

The SRI team backs its methodological expertise with responsiveness to client needs. Members of the proposed evaluation team will work with STEM Core Alliance principal investigators (PIs) at key decision points in the evaluation and participate in meetings of the STEM Core Alliance leadership as appropriate.

SRI recognizes that the primary goal of the grant is to develop a networked improvement community to scale the STEM Core model. Successful scale-up would provide more opportunity for student success in mathematics and entry into STEM fields. Thus, our primary focus in this evaluation is on the Alliance and its three expected network-level outcomes: 1) implementation of the STEM Core model and variation in implementation that occurs only in response to local needs; 2) continuous improvement of the network through ongoing monitoring of program outcomes by the backbone and administrator organizations; and 3) scaling the network to meet the diverse needs of 16 community colleges across the country.

Throughout the project, STEM Core Alliance leaders and participants will work together to ensure quality implementation of the STEM Core model in participating community colleges through interventions for faculty, student internships, data infrastructure, and regular network and hub meetings. SRI will address three evaluation questions focusing on the strength and development of the network to measure progress on each expected outcome (Table 1).

Responding to these evaluation questions (EQs) will advance the network's capacity to improve and scale up while broadening participation in STEM careers and informing the field about how to develop networked improvement communities. The evaluation will draw on network participation data, such as attendance and observations of convenings (both face to face and virtual) and other events; site visits to participating colleges; and interviews with Alliance leadership, participants, and external partners. Data sources are listed below.

- **Quantitative data on implementation and student and faculty outcomes (all evaluation questions).** SRI will request access to data used by Growth Sector and regional hubs to monitor implementation and outcomes and inform continuous improvement such as student grades and internship participation, and faculty participation in programs. SRI will use these data to understand both college-level implementation (EQ 1) and outcomes and the hub and backbone analysis of and response to college-level data (EQs 2 and 3).
- **Observations of national and regional network convenings (EQ 2).** SRI will attend face-to-face and virtual national and regional network convenings, professional development, and other network activity to document event processes, progress and follow-up since previous meetings, and engagement of external partners.
- **Site visits to participating community colleges (all EQs)** will be carried out to surface new ideas from successful implementations and understand how colleges overcome common implementation barriers and begin to institutionalize the STEM Core model. Site visits will entail observation of calculus-based math courses and interviews of campus stakeholders (e.g., deans, representatives from local internship sites).
- **Interviews with Alliance leaders, network participants, and external partners (all EQs)** will be conducted by phone or at convenings and site visits with key Alliance leaders, community college deans, faculty, student support specialists, counselors, and external partners to understand the needs of participants at each level and the network's supports

for key stakeholders. These interviews will also indicate the extent to which stakeholders develop ownership over and buy-in for the model.

**Table 1. Evaluation questions and subquestions aligned with expected outcomes.**

Expected Outcomes	Evaluation Questions	Subquestions
Implementation variation occurs only in response to local needs.	<b>EQ1.</b> What supports, constraints, and variation exist in STEM Core community college partners?	1a. What supports and constraints (e.g., local ownership of the work, local resources or support, state and local policies) drive variation in implementation of the STEM Core model? 1b. What supports do hubs and community college partners need to implement with fidelity to the program implementation goals? How responsive is the Alliance to these needs? 1c. How do community college partners adapt the STEM Core model to local conditions?
Backbone and hubs monitor and respond to data for continuous improvement.	<b>EQ2.</b> Does the network continually improve to adapt to the needs of the growing community of network members?	2a. How does the network collect, analyze, and share out data on STEM Core implementation and outcomes? 2b. How do the backbone and hubs use data to inform continuous improvement on the model? 2c. What can network leaders and partners learn from local variation in the model?
Network develops depth, sustainability, spread, and shift in ownership <sup>1</sup> . Colleges institutionalize and expand the STEM Core model.	<b>EQ3.</b> To what extent does the network develop to intended scale (e.g., depth, sustainability, spread, and shift in ownership <sup>1</sup> )? What resources, supports, and conditions facilitate these shifts?	3a. To what extent do counselors, student support specialists, faculty, and deans develop ownership of and expand the STEM Core model (e.g., creating new strategies to recruit students or contextualize learning)? 3b. Do participating community colleges institutionalize the STEM Core model (e.g., adapt culture and develop sustainable funding and policies)? 3c. Do the backbone and hubs develop or influence relationships, funding streams, communication channels, and state and local policy to support the community college partners (e.g., relationships with employers, policy to support broad adoption and secure funding)? 3d. Do professional development providers institutionalize the work they do with the STEM Core Alliance (e.g., paying for internships, hiring graduates, expanding professional development to related fields)? 3e. To what extent does the network exhibit strong, sustainable relationships between the component institutions and stakeholders?

<sup>1</sup> Coburn, C. E. (2003). Rethinking scale: Moving beyond numbers to deep and lasting change. *Educational Researcher*, 32(6), 3–12.

All observation data will be collected with a combination of structured protocols and running field notes. The semi-structured interview protocols will be vetted with PIs and piloted and refined at the start of data collection. Shortly after each set of data collection activities, SRI will develop a set of analytic memos for thematic analysis, providing further organization to the analysis. The implementation and outcome data monitored by the network (e.g., student STEM Core enrollment and success) will provide a benchmark of the level of variation existing across colleges and hubs.

Using analytic memos developed from each data collection effort, SRI will conduct qualitative data coding using a combination of a grounded approach and a framework developed based on the evaluation questions and informed by the common measures for evaluation designed by the NSF INCLUDES Coordination Hub. We will begin with a coding framework based on the evaluation questions capturing dimensions of variation across participating colleges, examples of network adaptation in response to data, and examples of scaling outcomes. In the first years, analysts will also allow additional themes to emerge from the data. Each year, after finalizing all analytic memos and coding each set of data, evaluators will gather to compare findings in a cross-case analysis meeting to surface differences evident in the data collected across hubs and college sites and at different time periods. Additional analytic memos will be used to document patterns that emerge from the cross-case analysis meetings. The regular analysis cycles will allow SRI to develop responses to evaluation questions that draw from the full range of available data.

SRI will meet with Alliance PIs regularly to refine and coordinate data collection approaches to minimize burden on leaders and participants and ensure alignment with program activities. SRI will provide the hub and backbone organizations with quarterly reports to guide the ongoing refinement of network activities, provide information in brief memos that can be shared with the network, and support external reporting requirements. Debriefs held via phone or videoconference will include updates on work completed, information on recent trends or findings based on current data collection, and details of upcoming plans. These debriefs will enable SRI to provide timely formative feedback (e.g., after data collection, as the Alliance plans next steps). SRI will also support and contribute to NSF annual and final project reports, as required. Evaluation activities and findings pertinent to the broader NSF INCLUDES network will also be disseminated (e.g., as a one-pager or newsletter article). SRI will disseminate final findings through attendance at a research conference in year 5 and submitting at least one journal article for publication. SRI will also represent the project by attending the annual NSF PI meeting in the District of Columbia and will actively participate in evaluation technical assistance activities that may be provided through the INCLUDES Coordination Hub or INCLUDES technical assistance providers.

ATTACHMENT B



November 8, 2018

South Orange County Community College District  
Health Sciences Building, 3<sup>rd</sup> Floor, Room HS-357  
Procurement, Central Services & Risk Management  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Attention: Ms. Priya Jerome

Subject: SRI International Proposal 18-031-654-EDD

Reference: RFQ&P 2076, Collaborative Research: NSF INCLUDES Alliance: STEM  
Core Expansion Cooperative Agreement External Evaluation  
South Orange County Community College District (SOCCCD)

Dear Ms. Jerome,

On behalf of SRI International, I am pleased to provide our Proposal No. 18-031-654-EDD in response to the SOCCCD's RFQ&P 2076 titled NSF INCLUDES Alliance: STEM Core Expansion Cooperative Agreement External Evaluation.

SRI is providing the following statements and information in response to the requirements contained in Proposal Form A, Cover letter to the district:

1. SRI International acknowledges that all documents submitted in response to RFQ&P 2076 for proposal process will become a matter of public record.
2. Proposer Organization: SRI International  
333 Ravenswood Avenue  
Menlo Park, CA 94025  
Phone: 650-859-2000  
Facsimile: 650-859-6009
3. Federal Employer Identification Number: 94-1160950
4. California Corporate Identification Number: C0211269
5. Designated Authorized Signatory: Kim Cargill, Contracts Officer  
650-859-2655

The authority to bind the firm and to execute contracts and agreements is the responsibility of the Chief Operating Officer's organization or designees. Each designee has a letter of delegation, which can be provided upon request.



6. Provide all the named people who will actually perform the work when the Program begins.

The following individuals will actually carry out the evaluation work when the Program begins:

Julie Remold, Nicole Arshan, Carol Tate, Aliya Pilchen, and Tallie Wetzel. Additional staff are budgeted for this project but are not expected to engage in evaluation work. Elise Levin-Guarcar will support researchers with interview and observation scheduling and other research support tasks, Mimi Campbell will provide document editing services and Colin Joy project administration support.

7. A statement to the effect that the proposal is a firm and irrevocable offer, good for one hundred eighty (180) days.

SRI International Proposal No. 18-031-654-EDD is a firm and irrevocable offer and is valid for one hundred eighty (180) days from the date of this letter. However, should additional review time be required, we will be please to consider an extension if requested.

8. A statement expressing the Proposer's willingness to perform the services as described in this RFQ&P.

SRI is willing and prepared to perform the services outlined in the RFQ&P for this work (#2076) with available staff, other required resources and providing all deliverables within the specified time frames as described in the RFQ&P.

9. A statement indicating that all forms, certificates and compliance requirements included in this RFQ&P are completed and duly submitted in the proposal response.

All forms, certificates and compliance requirements included in this RFQ&P have been completed and are included in our proposal response.

10. A statement that there is no conflict of interest.

To the best of our knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under a contract that may result from SOCCCD RFQ&P 2076.

11. A statement expressing the Proposer's availability of staff and other required resources for performing all services and providing all deliverables within the specified time frames as described in the RFQ&P.

SRI staff named in the proposal are available and equipped with the recourses necessary to perform the services described and to provide all deliverables within the specified time frames

12. Proposer Firm Information

- Type of Firm: Non-profit Corporation
- Business License Number: 39120
- Number of years in business under firm name: 72 years

ATTACHMENT B



- Has the firm changed its name within the past 3 years? No
- Have there been any recent (within the last three years) changes in control/ownership of the firm? No
- Have officers or principals of the firm ever had their business license suspended or revoked for any reason? No
- Is the Proposer's Project Executive or other key research personnel participating on this project debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities? No
- When was the firm's most recent fiscal year audit completed? SRI's Fiscal Year 2017 Audit was completed in May 2018.
- Were there any findings? Yes
  - If yes, please explain: The audit report contains four administrative and process related findings. In each case, no material weaknesses or questioned costs were identified. SRI management has responded to the findings and have provided their views and correction action. A copy of our audit report can be accessed online at:  
<https://harvester.census.gov/facdissem/Main.aspx>  
Auditee Name: SRI International

We look forward to a favorable review of our proposal and the prospect of working with you on this important project. To discuss any of the technical aspects of our proposal, please contact Julie Remold at [julie.remold@sri.com](mailto:julie.remold@sri.com) or 650-859-4136. To discuss contractual matters please contact me at [kim.cargill@sri.com](mailto:kim.cargill@sri.com) or (650) 859-2655.

Sincerely,

SRI INTERNATIONAL

A handwritten signature in blue ink that reads "Kim Cargill". The signature is written in a cursive, flowing style.

Kim Cargill  
Contracts Officer

**PROPOSAL FORM B**  
**PERSONNEL AND STAFFING RESOURCES****1. Total number of professional staff currently employed by the firm.**

SRI International (SRI) is one of the world's largest independent, not-for-profit research and development organizations. Founded in 1946, SRI today has over 1900 employees and manages a \$540M research and development portfolio. SRI has extensive experience with federal programs through agencies ranging from the U.S. Department of Education to the National Science Foundation (NSF), Health and Human Services, and the Departments of Defense, Justice, and Labor. SRI is headquartered in Menlo Park, California, and has 21 offices around the world, including in Virginia (Arlington and Harrisonburg).

SRI Education is a division of SRI with **151 staff (124 researchers and 27 support staff)**, most of whom are based in SRI's Menlo Park and Arlington offices. Our work spans evaluation and research, technical assistance, and assessment from early learning into postsecondary transitions and college and careers, with a particular focus on underserved and high-needs students.

**2. Resumes for the Project Lead and other key research personnel**

Resumes for key project staff are included in appendix F.

**3. Identify person/s who will be principally responsible for working with the District. Indicate the role and responsibility of each person/s, and how many years of experience with a focus on third party external evaluation of large federal awards and the proposed role.**

Julie Remold will serve as a main point of contact with the district with Carol Tate serving as an additional point of contact. Individual evaluation project staff members will serve as main points of contact network participants and hub leaders in each of the regions.

- Julie Remold will serve as the main point of contact for network participants and hub leaders in the Southern California region.
- Aliya Pilchen will serve as the main point of contact for network participants and hub leaders in the Metro DC region.
- Carol Tate will serve as the main point of contact for network participants and hub leaders in both the Colorado/New Mexico and Pacific Northwest regions.

Below we provide a list of all key staff on the proposed evaluation with brief descriptions of each participant's roles. Resumes for all staff listed here are included in appendix F.



**Julie Remold Ph.D., Project Lead**

10 years with SRI Education; 4 years of experience with evaluation of large federal awards

*Role:* Dr. Remold will be the lead for SRI's evaluation of the STEM Core Alliance. She will direct all project activities, serve as the main point of contact for the backbone and administrator organizations, and will be responsible for all project deliverables. Remold will also serve as the main point of contact for Alliance members and hub leaders in the Southern California region.

*Background:* Dr. Remold is an Anthropologist and Senior Researcher with over nine years of equity-oriented research, design, and evaluation experience. Her current research foci include STEM learning, professional development for educators, and learning needs of early career technicians in STEM fields. Her work includes basic research and evaluations at both the project and program level and usually involves synthesis of analyses from multiple research methods.

Dr. Remold's current research includes research on learning at all levels with a focus on STEM and computer science education, learning and professional capacity of educators. She has led evaluations of local, regional, and national educator professional development initiatives aimed at increasing the quality and quantity of science and computer science instruction. She currently leads the evaluation of an NSF INCLUDES design and development launch pilot led by San Francisco State University in partnership with San Francisco State University. She has several current and recent projects evaluating networked professional development initiatives in STEM education. Remold led a 3-year evaluation of a regional Bay Area initiative to increase the quality and quantity of science instruction offered at the K-12 level through leadership development and networked professional capacity-building (BaySci). She recently completed the evaluation of an NSF-funded initiative to integrate computational thinking with core subjects in elementary grades through teacher professional development led by college-level computer science faculty. Dr. Remold has served as core staff on three program level evaluations studying the impacts of National Science Foundation (NSF) funding programs on the field. Remold is Co-PI on the ATE Employability Skills project examining employability skills of community college students and early career technicians entering STEM fields.

Remold earned her PhD in Anthropology from the Universidade Federal do Rio de Janeiro, Brazil. She holds a Master's in Education from the Stanford University School of Education and a bachelor's degree from the University of Massachusetts.

**Nicole Arshan, Ph.D., Senior Advisor**

7 years with SRI Education; 7 years of experience with evaluation of large federal awards

*Role:* Dr. Arshan will review data collection and analysis protocols with a lens towards working with networked improvement communities and cohorted, career-technical, and work-based learning models for students.

*Background:* Dr. Arshan is a Principal Education Researcher and Evaluation Methods Lead at SRI Education. Dr. Arshan is principal investigator of the evaluation of the National Writing Project's Investing in Innovation (i3) Scale-up grant implementing the College, Career, and Community Writers Program (C3WP). The National Writing Project is a networked improvement community of local Writing Project sites directed by faculty at over 200 colleges spanning all 50 US states.

The i3 Scale-up evaluation investigates the NWP's work to scale C3WP to 47 rural districts. This is Dr. Arshan's fourth evaluation of the National Writing Project's work.

Dr. Arshan also has experience evaluating the implementation of Linked Learning, a cohorted, career-technical, and work-based learning model for students. She served as Principal Investigator of the evaluation of ConnectEd's i3-funded implementation of Linked Learning in San Bernardino City Unified School District and quantitative lead of a nine-district implementation of the program across California.

Arshan earned her Ph.D. in policy analysis and M.A. in social sciences in education from the Stanford University School of Education. She holds a B.A. in history from The College of William and Mary.

**Carol Tate, M.Ed.,** Researcher

3 years with SRI International; 2 years of experience in evaluation

*Role:* Carol Tate will be involved in all stages of data collection design, instrument development, data collection, and quantitative data analysis, reporting, and dissemination. She will serve as the main point of contact for Alliance members and hub leaders in the Colorado/New Mexico and Pacific Northwest regions.

*Background:* Carol Tate is an education researcher with over nine years of experience in program evaluation. Her primary research interests relate to how curriculum design and contextual factors interact to affect teaching quality and student learning. Tate's work at SRI has focused on evaluation of teacher professional development initiative and efforts to broaden access to computer science education in K-12. She currently leads the implementation study portion of the multi-year evaluation of CoolThink@JC, a 32-school pilot of a new computational thinking curriculum for primary students in Hong Kong. She also co-leads the evaluation of Teach for America's CS10K project, Prioritizing and Expanding Access to Computer Science Instruction in High Needs Schools, a networked professional development and support effort aimed at expanding access to computer science courses. For the Computer Science in Secondary Schools (CS3) project, she led qualitative instrument design, developed coding schemes, and contributed to data analysis and reporting. In her evaluation work, Tate draws on her background as a middle school math teacher and a college instructor.

Tate is currently a doctoral candidate in learning sciences at the Rutgers University Graduate School of Education. She holds a Master's in Education from Rutgers University and an A.B. in history from Brown University.

**Aliya Pilchen, Ed.M.,** Research Associate

2 years with SRI International; 2 years of experience with evaluation of large federal awards

*Role:* Aliya Pilchen will be involved in all stages of data collection design, instrument development, data collection, and quantitative data analysis, reporting, and dissemination. She will serve as the main point of contact for Alliance members and hub leaders in the DC Metro Area. She will also be the project management lead for the evaluation.

*Background:* Ms. Pilchen is the deputy project manager for the New Teacher Center i3 Scale – Up Grant examining impacts of a teacher mentoring and support intervention on beginning teacher participants in the project. She also serves on the Evaluation of the ESEA Title I – Part C Migrant Education Program for which she conducts interviews with state and local migrant education program staff. Ms. Pilchen also serves as core staff for the Regional Education Laboratory (REL) serving the Appalachia region for which she interacts with stakeholders in four states to carry out applied research and training.

Ms. Pilchen has a master’s degree in Education (Ed.M.) from the Harvard University graduate school of education and a B.A. in public policy studies with minors in education and psychology from Duke University.

**Tallie Wetzel, M.S., M.P.P.,** Quantitative Research Analyst  
3 years with SRI International

*Role:* Tallie Wetzel will lead the analysis of the anonymized aggregate data shared by the backbone and hub organizations such as student participation data, student outcome data, and teacher surveys.

*Background:* Ms. Wetzel is a Quantitative Research Analyst and has been with SRI Education since 2015. She holds an M.S. in Environmental Engineering and Science from Stanford University, and a Master’s in Public Policy and a B.S. in Civil and Environmental Engineering from the University of Virginia. Relevant recent experience includes the Rapid Cycle Technology, ConnectED, and Almap projects. Across these projects, Ms. Wetzel combines data from across many sources collected from different partners; carries out quantitative analysis using models aligned with research questions or theories of change; creates visualizations that highlight key findings of the data; and leads debrief sessions with project partners and others to communicate highlights of data analysis findings.

Ms. Wetzel has an M.S. in Environmental Engineering & Science degree from Stanford University, a Masters of Public Policy from University of Virginia, Charlottesville, and a B.S. in Civil & Environmental Engineering from the University of Virginia, Charlottesville.

**4. Indicate whether or not individual is currently a direct employee of the firm. If a direct employee, indicate how many years with the firm.**

All staff listed in the response to question 3 (above) are current SRI employees. Their years of experience with SRI in each of the brief bios included in question 3.

**5. Provide brief biographies, education, training, professional certifications, and work experience history of individual/s that will be working directly with the District, highlighting the skills identified with their tasks.**

Biographies are included in the list of staff provided in response to question 3 (above).

**6. Link each named person with the specific tasks, responsibilities, and deliverables.**

See role descriptions in response to question 3 (above).

**PROPOSAL FORM C**  
**RELATED EXPERIENCE AND METHODOLOGY****1. Provide a summary of the firm's experience in relation to the services contemplated in this RFQ&P.**

SRI International's Education division has been conducting education research projects for over 50 years including leading and contributing to large federal grants and contracts. SRI researchers have experience conducting evaluations and studying networked improvement communities. SRI works with approximately 125 colleges across 17 current and recent projects. Please refer to Form A for more detail on SRI's work.

**2. Describe how the firm will provide services and fulfill the requirements and expectations of the District.**

SRI proposes to address the three evaluation questions outlined in Form A using a combination of data collected and used by Saddleback College and Growth Sector as well as new data on the strength and development of the network collected by the evaluation team. An overview of data collection, analysis, and reporting and dissemination, along with a timeline for the proposed work are provided in the sections that follow.

SRI will meet regularly with Alliance leaders and hold extended meetings at key decision points for the evaluation, for example to vet data collection instruments. SRI will also coordinate with the PIs to identify Alliance Leadership meetings suitable for participation of SRI to ensure that the evaluation team is kept up to date on activities in the network. SRI evaluators will be active participants in the support opportunities provided to projects through the NSF INCLUDES Coordination Hub.

**Data Sources and Data Collection**

SRI will collect data at a national level and within the regional hubs. Details on each of the data sources that will inform the evaluation and the plans for data collection are listed below.

***Quantitative data on student and faculty outcomes and program implementation.*** Though SRI will not be collecting quantitative data on student and faculty outcomes directly, SRI will request access to aggregate-level data on students and faculty collected by Growth Sector and Saddleback Community College.

- In years 1-4, after student participation, student outcome and faculty survey data are collected and analyzed for use in the network, SRI will request access to results used by Growth Sector and community colleges to monitor implementation and outcomes and inform continuous improvement. These data will be incorporated into SRI's evaluation effort. SRI will use these data to understand implementation and variation thereof at the college level and to characterize hub and backbone analysis of and response to college-level data.

***Observations of national and regional hub network convenings.*** SRI observe network programming by attending face-to-face network convenings at the national and regional level.

At each of these convenings, SRI will observe and document professional development sessions and other network activity with attention toward; 1) processes and topics within the meetings; 2) progress and follow up since last meeting; and 3) engagement with external partners. Observations will be documented using a combination of running field notes and a semi-structured protocols developed in alignment with the evaluation questions. Planned observations are as follows:

- National convenings: Two evaluators will attend the in-person convening each year (1.5 days each). One evaluator will attend the virtual convening each year (.5 days each).
- Hub convenings: One evaluator per hub will attend two convenings each year (.5 days each).

***Site visits to participating community colleges.*** SRI staff will conduct site visits to a sample of network colleges to understand how colleges address common implementation barriers and surface new ideas from successful implementations. During site visits, SRI will observe the calculus-based math class (if in session) and interview campus stakeholders. Observation data will be collected using both running field notes and the use of semi-structured protocols.

- Site sampling: Evaluators will visit two community colleges per hub each year that the hub holds a convening; typically, these visits will be held before or after the convening. SRI will vet the strategy for sampling site visit colleges with Alliance leadership.
- College staff interviews: During or following each site visit, SRI will conduct staff interviews in person with one dean and one support specialist, and at least one faculty member from the colleges selected. Interviews that cannot be scheduled during visits will be conducted by phone or during visits to national and regional hub convenings.

***Interviews with leaders, network participants, and external partners.*** As part of each of the observations listed above, SRI will conduct interviews with key alliance leadership, community college deans and student support specialists, and external partners.

- Leader interviews: SRI will interview key Alliance leaders such as staff from Growth Sector and Stanford and hub leadership either in person while attending national convenings or by phone following the convenings. (8 interviews per year).
- External partner interviews: SRI will interview key partners engaged with the project as external partners with each of the hubs during visits to national and regional hub convenings. (8 interviews per year)

## **Analysis**

Following each set of data collection activities scheduled around a national or regional hub network convening, SRI evaluators will develop a set of analytic memos for thematic analysis that will later be used to inform reporting and dissemination. SRI will conduct thematic coding based on a framework aligned to evaluation questions and informed by common measures developed by the NSF INCLUDES Coordination Hub. The coding framework will be refined over the course of the first year of data analysis informed by common themes identified in analytic memos and in early stages of coding.

After finalizing all analytic memos and coding for each set of data collection (following each convening and site visit cycle), evaluators will gather to compare findings in a cross-case analysis meeting aimed at surfacing differences evident in the data collected across different hubs and college sites and at different time periods. Additional analytic memos will be used to document patterns that emerge from the cross-case analysis meetings.

During each reporting period, analytic memos and coded interview data will allow SRI to develop responses to research questions (interim and final) that draw from the full range of available data.

### Reporting and Dissemination

SRI will provide Growth Sector with timely reporting to inform the ongoing refinement of network activities, provide information that can be shared out with hub leaders, and support external reporting requirements. Planned reporting is as follows:

- *Quarterly debriefs.* SRI will hold regular quarterly debriefs for network leadership. See response to question 6 (below) for details on the contents of these debriefing sessions. Specific dates of debriefs will be set in partnership with Alliance leadership with scheduling that allows SRI to provide timely formative feedback (e.g., following data collection, as the Alliance plans next steps).
- *Annual contributions to NSF's structured reporting template.* To support Growth Sector and Saddleback College in meeting NSF's annual reporting requirements, SRI will provide the following in advance of NSF reporting deadlines; a) information on any SRI products (e.g. publications and presentations) resulting from the evaluation; b) details of participants from the SRI evaluation team; c) a summary of findings to date concerning the network for inclusion in the *impacts* section of the report; and d) documentation of any changes or problems known to SRI.
- *Annual network update.* SRI will produce an annual update on evaluation activities and findings suitable for distribution throughout the network (e.g., a one-pager or article for a newsletter), aligned with timing of NSF reporting.
- *Final report.* SRI will produce a cumulative final report (approximately 80 pages) near the end of year 5.
- *Dissemination.* SRI will disseminate findings through attending one research conference in Year 5 and submitting one journal article for publication. SRI will also represent the project by attending the annual trip to NSF PI meeting in Washington DC.

### Timeline

The project will begin in December of 2018 and continue until August 31, 2023 (4 years 8 months). Table 1 below summarizes the evaluation timeline over this period.

**Table 1. Timeline for the proposed work.**

Activity	Year 1 2018/19	Year 2 2019/20	Year 3 2020/21	Year 4 2021/22	Year 5 2022/23
Project management	X	X	X	X	X
Design and refinement of data collection instruments	X	X			
Data collection and analysis	X	X	X	X	X
Quarterly debriefs and annual network updates	X	X	X	X	X
Annual reporting	X	X	X	X	
Final reporting					X
Dissemination through conference and papers					X
Attending annual NSF PI Meeting	X	X	X	X	X

**3. Provide a summary of your firm's experience providing third party evaluation for large federal awards and the experience of the staff assigned to this project.**

SRI has extensive experience providing third-party evaluations for large federal awards (see questions 1, 5, 9 and 10). Julie Remold, the lead evaluator for the proposed work has been engaged as a third-party evaluator for over nine years. Together the team has experience with a wide range of clients including eight evaluation projects for higher education clients. Staff named in this proposal have led and contributed to 15 projects with SRI budgets over \$500,000. See form B for further detail on staff experience.

**4. Based on the RFQ&P scope, clearly specify any work that would be considered additional services.**

All of the work outlined in the RFQ&P is included in this proposal. None is considered additional services.

**5. Name and state the number of third party evaluations conducted for large federal awards within the past three (3) years.**

Since November 2015, SRI Education has conducted 37 third-party evaluations for large federal awards with SRI contract values ranging from \$500,000 to \$5 million and prime awards up to \$77 Million. The total SRI contract value for these projects is \$81 million. A list of the 37 large federally-funded third-party evaluations described above can be found in appendix G.

**6. Quarterly status reports are required. Please describe the type of information the status reports may contain.**

Quarterly oral debriefs, held via video conference, will include updates on work completed, information about recent trends or findings based on current data collection, and details of upcoming plans.

**7. Identify any special services typically provided by the firm and how those services are billed.**

All services described in the proposal are included within the proposal budget.

**8. Indicate the firm's proximity to the District and availability to accomplish the work.**

SRI headquarters are located in Menlo Park, California, within a short flight to the South Orange County Community College District and driving distance to the Growth Sector's San Francisco office as well as the Pacific Northwest Hub at San Jose-Evergreen Community College. SRI has an office in Arlington, Virginia, near the Metro DC Hub at Baltimore Community College. In addition, SRI has staff based in Colorado near the Colorado/New Mexico Hub at the University of Colorado at Boulder campus.

Staff named in the proposal are available and equipped with the recourses necessary to perform the services described and to provide all deliverables within the specified time frames.

**9. List projects in chronological order in which team members were involved. Indicate whether project was completed by the firm or by a team member when employed by another firm.**

Below we present a list of relevant projects conducted by the proposed SRI researchers while employed at SRI. The information includes the name of the project, the client/funder, the termination date of the contract, and the roles played by the SRI staff proposed for the evaluation of the STEM Core Alliance. Projects are listed in order of term date with latest projects listed first.

*Evaluation of Oakland Unified School District and San Francisco Unified School District STEM Leadership Initiatives funded by Salesforce*; Term date: renewed annually; Task: Julie Remold, Core staff: Carol Tate

*Mathematics, 3D Printing, and Computational Thinking Through Work - Based Learning for Middle Schoolers* (MPACT), Department of Education; Term date: 9/30/2023; Co director: Julie Remold (PI: Jennifer Knudsen)

*Evaluation of the University of California, Irvine, Writing Project's Pathway to Academic Success Project*; University of California, Irvine/Department of Education; Term date: 9/30/2023; Core staff: Nicole Arshan, (PI: Katrina Woodworth)

*CRWP/SEED*; National Writing Project Corporation/Department of Education; Term date: 12/31/2021; PI: Nicole Arshan

*Assessing Impact & Disseminating Implications of the Oakland Linked Learning*

*Model*; Atlantic Philanthropies, Inc.; Term date: 12/31/2019; Core staff: Nicole Arshan (PI: Wei-Bing Chen)

*Promoting the Development of STEM Tech Employability Skills: A Review of Practices & Needs in the ATE Community*, NSF; Term Date: 7/31/2019; Core staff: Julie Remold (PI: Louise Yarnall)

*Evaluation of the Investing in Innovation (i3)-funded Scale-up of the National Writing Project's College, Career, and Community Writers Program*; National Writing Project Corporation/Department of Education; Term date: 12/31/2018; PI: Nicole Arshan

*NSF INCLUDES San Francisco: Computing for All Levels & Learners (SF CALL)*, San Francisco State University/NSF; Term date: 10/31/2018; Lead: Julie Remold

*Prioritizing and Expanding Access to Computer Science Instruction in High Needs Schools*; Teach for America/NSF

Term Date: 9/30/2018; Lead: Julie Remold, Core staff: Carol Tate



*Quality Understanding & Engagement for Students & Teachers on Computational Thinking (QuestCT)*; California State University, San Marcos/NSF

Term Date: 8/15/2018; Lead: Julie Remold

*Promoting Computational Thinking Through Games & Simulation Design*; University of Colorado Boulder/NSF; Term date: 7/31/2018; Evaluation lead: Julie Remold, Core Staff: Carol Tate

*Linked Learning San Bernardino*; ConnectEd: California Center for College and Career/Department of Education  
Term date: 6/29/2018; PI: Nicole Arshan

*Evaluation of the National Writing Project's Investing in Innovation (i3)-funded College Ready Writers Program*; National Writing Project/Dept. of Education; Term date: 12/31/2017; Core staff: Nicole Arshan; (PI: Alix Gallagher)

*Evaluation of the Linked Learning District Initiative*; James Irvine Foundation  
Term date: 4/31/2017; Core staff: Nicole Arshan (PI: Kyra Caspary)

*NSF external program evaluations for Advancing Informal STEM Learning (AISL) and Innovative Technology Experience for Students and Teachers (ITEST)*, NSF; Term Dates: 8/21/2015 (AISL evaluation) and 6/15/2015 (ITEST evaluation); Core staff: Nicole Arshan, Julie Remold (Leads: Vera Michalchik, AISL and Patrick Shields, ITEST)

**10. Submit a list of relevant, similar research projects previously conducted by the firm in the last three years, including the lead researcher names.**

The list below includes relevant projects not included in response to questions 5 or 9.

*External Evaluation of the Research+Practice Collaboratory*, Exploratorium and University of Washington, Department of Health and Human Services; Term date: 11/15/2015; PI: Tim Podkul

*Evaluation of the California Community College Linked Learning Initiative*; James Irvine Foundation; Term date: 4/15/2015; PI: Regie Stites

*Montana Partnership*; Department of Education; Term date: 9/30/2019, PI: Todd Grindal

*New Teacher Center's i3 Scale Up Grant*; New Teacher Center/Department of Education  
Term date: 12/31/2020; PI: Kate Laguarda

*New Teacher Center's SEED Project*; New Teacher Center/Department of Education; Term date: 9/30/2019; PI: Kate Laguarda

*Evaluation of the National Writing Project's Supporting Effective Educator Development (SEED) Grant*; National Writing Project/Dept. of Education; Term Date: 8/31/2018; PI: Kyra Caspary

*Evaluation of the California Subject Matter Project*; University of California Office of the President; Term date: 6/30/2017; PI: Miya Warner

*Evaluation of the California Academic Partnership Program's Demonstration Project*; Trustees of the California State University  
Term date: 10/31/2016; PI: Regie Stites

## PROPOSAL FORM D FEE AND RATE PROPOSAL

### Labor

Direct labor charges are based on actual salaries (current as of the date of this proposal) for the staff members who are expected to perform the tasks, plus a factor added to the current base salaries for merit increases at 3.0% during the proposed contract period.

Year 1 Rates (12/11/2018 - 08/31/2019)			
Team Member Title	Hourly Billable Rate	Estimated Project Hours	Billable Cost
Senior Evaluator	180	268	\$ 48,240
Researcher II	129	288	\$ 37,152
Researcher I	106	192	\$ 20,352
Jr. Researcher	87	240	\$ 20,880
Professional Staff	184	37	\$ 6,808
<b>Total Year 1</b>		<b>1025</b>	<b>\$ 133,432</b>
Year 2 Rates (09/01/2019 - 08/31/2020)			
Team Member Title	Hourly Billable Rate	Estimated Project Hours	Billable Cost
Senior Evaluator	185	268	\$ 49,580
Researcher II	133	288	\$ 38,304
Researcher I	109	216	\$ 23,544
Jr. Researcher	90	228	\$ 20,520
Professional Staff	190	37	\$ 7,030
<b>Total Year 2</b>		<b>1037</b>	<b>\$ 138,978</b>
Year 3 Rates (09/01/2020 - 08/31/2021)			
Team Member Title	Hourly Billable Rate	Estimated Project Hours	Billable Cost
Senior Evaluator	191	252	\$ 48,132
Researcher II	137	288	\$ 39,456
Researcher I	112	216	\$ 24,192
Jr. Researcher	92	220	\$ 20,240
Professional Staff	195	37	\$ 7,215
<b>Total Year 3</b>		<b>1013</b>	<b>\$ 139,235</b>
Year 4 Rates (09/01/2021 - 08/31/2022)			
Team Member Title	Hourly Billable Rate	Estimated Project Hours	Billable Cost
Senior Evaluator	197	248	\$ 48,856
Researcher II	141	288	\$ 40,608
Researcher I	116	184	\$ 21,344
Jr. Researcher	95	208	\$ 19,760
Professional Staff	201	37	\$ 7,437
<b>Total Year 4</b>		<b>965</b>	<b>\$ 138,005</b>
Year 5 Rates (09/01/2022 - 08/31/2023)			
Team Member Title	Hourly Billable Rate	Estimated Project Hours	Billable Cost
Senior Evaluator	203	252	\$ 51,156

Researcher II	145	288	\$	41,760
Researcher I	119	192	\$	22,848
Jr. Researcher	98	224	\$	21,952
Professional Staff	207	37	\$	7,659
<b>Total Year 5</b>		<b>993</b>	<b>\$</b>	<b>145,375</b>
		5033	\$	695,025

**Other Costs****Outside Services**

Transcription costs for an estimated 68 interviews per year of 45 minutes in length at a cost of \$7,232 per year for a total of **\$36,161**.

**Travel**

The airfares used in this proposal are full coach airfares provided by American Express. We have used the full airfares since we anticipate that final meeting and travel requirements will be defined too late to obtain discounted airfares.

The subsistence rates in this proposal are based on the ceilings established by FAR 31.205-46. Surface travel is based on an average of \$58 per day. Other costs may include airport transportation, car rental, parking fees, WI-FI, gas for rental car, and tolls. The mileage rate for personal auto expenses is currently established at 0.545 per mile.

SRI staff travel included trips as follows:

*Network Convenings:* Two staff members to attend the in-person network convening at hub colleges each year.

*Hub Convenings:* One staff member will attend at yearly Hub Convenings at the following origins and destinations.

- Metro Baltimore Hub – Years 1-5 Local travel from SRI's DC office to Baltimore area each year.
- Pacific Northwest Hub – Years 1-5 Local travel from SRI's Menlo Park office to San Jose area each year.
- Southern CA Hub –Years 1-5 (cost of the trip to Menlo Park to Southern California bundled with the site visit each year).
- Colorado Hub/New Mexico Hub – Years 1-5 (cost of the trip Washington DC to Colorado bundled with the site visit each year).

*Site Visits:* One staff member will do site visits to colleges in each of the four regions served by the network hubs.

- Metro Baltimore Hub – Years 1-5, Local travel from SRI's DC office to Baltimore, 1 staff to visit 2 colleges per year, 2 days per college each year.
- Pacific Northwest Hub – Years 1-5 Local travel from SRI's Menlo Park office, 1 staff to visit 2 colleges per year, 2 days per college. Plus 2, 2 day trips from Menlo Park to Seattle each year.
- Southern CA Hub –Years 1-5 - 2, 2day trips from Menlo Park to Southern California.

- Colorado Hub/New Mexico Hub – Years 1-5, 1, 2 day trip from DC to Colorado and 1, 2-day trip from DC to New Mexico each year.

*PI Meetings:* Years 1-5, 1 person, 2.5 day trip from Menlo Park to Washington DC each year for PI meetings.

*Dissemination:* Years 4 & 5, 1, person, 2 days from Menlo Park to Washington DC to attend a National Conference (the actual conference TBD) each year.

Year 1	Year 2	Year 3	Year 4	Year 5	Total
\$11,721	\$11,723	\$11,723	\$13,866	\$13,866	\$62,899

### Indirect Rates

The indirect rates included in this proposal are based on SRI's Forward Pricing Indirect Rate proposal dated 12 February 2018. SRI International's Indirect Rates are considered proprietary and are available only to authorized representative of the U.S. Government. We will disclose our rate to Government officials upon their request.

### Total Proposal Fee Not To Exceed: \$794,085

(Including all billable hours, costs and deliverables).

### Period of Performance

It is estimated that the proposed research or task could be completed in a period of 57 months beginning on 11 December 2018 and ending on 31 August 2023.

### Contract Type

The estimated budget for the proposed scope of work is included in this proposal and is priced on a time and material basis and assumes that mutual terms and conditions will be negotiated prior to work commencing.

### Payments

If SRI is selected for funding as a result of this proposal, SRI assumes an appropriate payment schedule for the program's duration will be negotiated.

Payments shall be received by SRI no later than thirty (30) days from date of invoice.

Payments shall be made in U.S. dollars only and should be sent by wire transfer to:

SRI International Account No. 4801-913435

Wells Fargo Bank, 400 Hamilton Avenue, Palo Alto, CA 94301 USA

ABA No. 121000248, Swift Code WFBIUS6S

Payments can also be made by check to: SRI International, P.O. Box 2767, Menlo Park, CA 94025-2767

### Other Matters

SRI's Federal Tax ID No.: TIN 94-1160950

SRI is a 501(c)(3) nonprofit organization. An IRS letter confirming SRI's tax status can be provided upon request. SRI DUNS Number: 00-923-2752

### Validity Date

This proposal will remain valid through May 9, 2019. However, should additional time for review be required, we will be pleased to consider an extension if requested.

**PROPOSAL FORM E**  
**GENERAL TERMS AND CONDITIONS**

**Offer Held Firm:** The Proposer agrees that it will not withdraw its offer for a period of *one hundred eighty (180)* calendar days from the opening date.

**Right to Reject:** The Proposer understands that the District reserves the right to reject any or all proposals and to waive any informality in the evaluation of proposals. The District intends to verbally negotiate with the Proposers to reach a final agreement.

**Bidder Certification:** The Proposer certifies that this bid is made without previous understanding, agreement or connection with any person, firm, or corporation making a bid on the same services, and is in all respects fair and "without collusion or fraud."

**Execution of a Contract:** If awarded a contract, the Proposer agrees to execute a contract in accordance with this Proposal and the District's Instructions for Submittal of Proposals, Information for Proposers, General Conditions, and Service Requirements immediately upon receipt of written notice of acceptance of the Proposal by the District.

**Assumption of Contract:** The Proposer agrees to assume operations under the contract after the Board approval of contract and within ten (10) calendar days following the District's notification to proceed.

**Exceptions to Specifications:** In submitting a proposal, the Proposer affirms acceptance of the complete Conditions Specifications and Requirements associated with the District's RFQ&P document, unless otherwise stipulated. Any variances or exceptions which the Proposer wishes to note with respect to any of the Conditions, Specifications, or any District Service Requirements are to be stated herein or in an attachment to the RFQ&P submittal which is to be titled "Exceptions."

**Conflicts of Interest:** All Proposers must disclose the name of any Board of Trustees member, officer, director, or agent who is an employee of the South Orange County Community College District, which includes any District employee. Further all Proposers must disclose the name of any District or District employee, or Board of Trustees member, who has, directly or indirectly, any financial interests in the Proposer's firm or any of its branches. Submit this information on an attachment to the proposal which is titled "Conflict of Interest" and include the person's name, interest or position, and percent of ownership, if applicable.

**Required Submittals:** The Proposer's detailed responses to the District's specifications and evaluation criteria must accompany this Proposal.

**District's Right to Award**: The signer hereby acknowledges that the District reserves the right to make the award to the Proposer which the District judges to have submitted the proposal most favorable to the District, with the District being the sole judge thereof.

**Legally Binding** it is further certified that the person whose signature appears below is legally empowered to bind the company in whose name the proposal is entered.

**Litigation History** list all related litigation in the last five (5) years filed by either an owner, owner's consultant, or contractor, against the firm.

SUBMITTED BY:

Company Name: SRI International

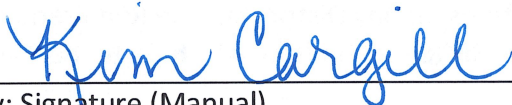
Contact Person: Kim Cargill

Address: 333 Ravenswood Avenue

City: Menlo Park State: CA Zip: 94025

Phone Number: 650-859-2655 Fax: 650-859-6009

Email: kim.cargill@sri.com



By: Signature (Manual)

Kim Cargill, Contracts Officer

By: Signature (Typed or Printed)

**PROPOSAL FORM F  
REFERENCES**

Each Proposer must be able to present both current and past evidence of satisfactory experience in providing services requested. List at least three four-year education and /or community college districts that you or your firm has contracted with in the last three (3) years. Include the name of the institution or district, contact person, email address and phone number of individuals who can evaluate work that has been completed by the consultant(s)/firm/team member(s) in the past three (3) years.

**REFERENCES**

**Name of Entity:** San Francisco State University (SFSU)

**Contact Person:** Eric Hsu, Director, Center for Science and Math Education

**Address:** San Francisco State University / Science 211, 1600 Holloway Avenue

**City:** San Francisco **State:** CA **Zip:** 94132

**Phone Number:** 510-224-4604 **Fax:** \_\_\_\_\_

**Email:** erichsu@sfsu.edu

**Dates of Services:** **From:** 11/1/2016 **To:** Present

Types of Services Provided: SRI is the external evaluator for the NSF INCLUDES launch pilot San Francisco: Computing for All Levels & Learners (SF CALL). The project, led by SFSU in partnership with San Francisco Unified School District and other local organizations, is an integrated approach to broadening participation in computing education by establishing an inclusive education approach in computing fields that keeps students at all levels engaged and successful in computing and graduates them STEM career-ready. The partnerships supported under the grant bring together the expertise of college faculty and other entities in the college with a district committed to expanding CS learning opportunities for all students and creating professional learning opportunities for teachers. As external evaluator, SRI has interviewed leadership and faculty, conducted network analysis on the community of grant participants, and interviewed and surveyed teachers and undergraduate student TAs participating in the project. We are currently in the no cost extension year of the project. The lead for the proposed STEM Core Alliance evaluation, Julie Remold, serves as lead on this evaluation.

**Name of Entity:** National Writing ProjectContact Person: Linda FriedrichAddress: University of California, 2120 University Ave.City: Berkeley State: CA Zip: 94704Phone Number: 510-679-2424 & 707-849-2336 Fax: \_\_\_\_\_Email: lfriedrich@nwp.orgDates of Services: From: 2004 To: Present

Types of Services Provided: For 14 years, SRI has served as an external research partner to the National Writing Project (NWP), a national networked improvement community of local Writing Project sites (191 university-based Writing Project sites serving all 50 states, Washington, D.C., Puerto Rico, and the U.S. Virgin Islands) that work with school and district leaders to design programs that provide teachers with training and support in research-based strategies for teaching writing. SRI's work with NWP includes formative, developmental, and summative evaluations of NWP's work across multiple grade spans, subject areas, and genres of writing. SRI's currently servers as the external evaluator of NWP's Investing in Innovation (i3) Scale-up grant implementing the College, Career, and Community Writers Program (C3WP) in 47 rural districts across 16 states. C3WP introduces teachers to new instructional practices through professional development, resources, and formative assessment tools for source-based argument writing. SRI's evaluation of C3WP will include a two-year RCT of the program in grades 7–10 and a one-year RCT in grades 4–5. The study will include measures of implementation fidelity and treatment-control contrast. Outcomes will include data on student source-based argument writing and daily instructional practice. The project will also investigate the National Writing Project's strategies to scale C3WP. Nicole Arshan, quantitative lead on the proposed STEM Core Alliance evaluation leads SRI's work with NWP.

**Name of Entity:** Oakland Public Education FundContact Person: Bridget DalyAddress: PO Box 71005City: Oakland State: CA Zip: 74612Phone Number: 510-221-6968 Fax: 510-221-6053



Email: bridget@oaklandfund.org

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Dates of Services: From: 2017 To: Present

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Types of Services Provided: SRI serves as external evaluator for the Oakland Unified School District's STEM Learning Initiative (OUSD SLI) funded by Salesforce through grants from the Oakland Public Education Fund. Through the OUSD SLI, Salesforce funds a variety of initiatives including a middle school pre-pathways computer science program for introducing all students in some middle schools to computer science; a set of math learning initiatives that include teacher coaching and participation in the math Blueprint fellows program; and a principals' innovation fund that includes small grants to support principal innovation toward advancing math achievement outcomes. As evaluators, SRI has studied the impact of computer science course offerings at the middle school level with course selections in high school, analyzed coded student work on math performance tasks, and developed a combined evaluation and technical assistance program for understanding the impact of the principals' innovation fund. Julie Remold, lead of the proposed STEM Core Alliance evaluation, leads the computer science and principals' innovation fund portions of this work.

**PROPOSAL FORM G**  
**Addenda Acknowledgement**

**Addenda**: Changes or corrections to the proposal document will be issued via a numbered addendum format at the time of the pre-proposal conference or at least five (5) calendar days prior to submittal date. Record below the number(s) and date(s) of addenda received, if applicable.

Addendum# <u>1</u>	Date Received: <u>10/24/18</u>
Addendum# <u>2</u>	Date Received: <u>11/2/18</u>
Addendum# _____	Date Received: _____
Addendum# _____	Date Received: _____
Addendum# _____	Date Received: _____
Addendum# _____	Date Received: _____
Addendum# _____	Date Received: _____
Addendum# _____	Date Received: _____
Addendum# _____	Date Received: _____

**NONCOLLUSION DECLARATION**  
**TO BE EXECUTED BY PROPOSER AND SUBMITTED WITH PROPOSAL**

State of California )  
 ) ss.

County of San Mateo )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is a Contracts Officer of SRI International the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, Proposer, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham proposal, or that anyone shall refrain from submitting a proposal; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the proposal price, or that of any other Proposer, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and, further, that the Proposer has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, Proposer, company association, organization, or to any member or agent thereof to effectuate a collusive or sham proposal.

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Kim Cargill

Print Name

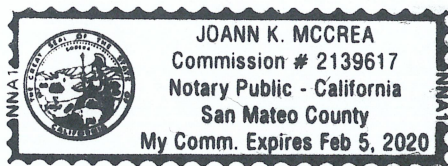
Signature Hum Cargil

PLEASE SEE  
ATTACHED NOTARIZATION  
CERTIFICATE

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

STATE OF CALIFORNIA ) ss.  
COUNTY OF SAN MATEO )

Subscribed and sworn to (or affirmed) before me on this 7<sup>th</sup> day of November 2018, by Kim Cargill, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Joann K. McCrea  
Joann K. McCrea

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### OPTIONAL

**Description of Attached Document:**

Title or Type of Document: APPENDIX A Non-Collusion Declaration (South Orange County Community College District) RFQ&P 2076

Date of Document: No Date Number of pages: One (1)

**Capacity(ies) Claimed by Signer**

Signer's Name: Kim Cargill, Contracts Officer SRI International



**APPENDIX B**  
**Equal Opportunity Affirmative Action Statement****SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT EQUAL OPPORTUNITY  
AFFIRMATIVE ACTION STATEMENT**

Proposer hereby certifies that in performing work or providing products for the District, there shall be no discrimination in its hiring or employment practices because of age, sex, race, color, ancestry, national origin, religious creed, physical handicap, medical condition, marital status, or sexual orientation, except as provided for in Section 12940 of the California Government Code. Proposer shall comply with applicable federal and California anti-discrimination laws, including but not limited to the California Fair Employment and Housing Act, beginning with Section 12900 of the California Government Code.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Non-Discrimination this 1st day of November, 2018.



(Corporate Seal)

Kim Cargill, SRI International

Name of individual, company or corporation

By: Kim Cargill

Title: Contracts Officer

Address: 333 Ravenswood Avenue

<u>Menlo Park</u>	<u>CA</u>	<u>94025</u>
City	State	Zip Code

### APPENDIX C

#### Firm's Certificate Regarding Worker's Compensation

Labor Code Section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.



Kim Cargill, SRI International

Name of individual, company or corporation

By: Kim Cargill

Title: Contracts Officer

Address: 333 Ravenswood Avenue

Menlo Park CA 94025

City State Zip Code

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

**APPENDIX E**  
**Submission Checklist**  
**South Orange County Community College District**

Item	Included in RFQ&P Response
Proposal Form A: General Information	
Proposal Form B: Mandatory Responses	
Proposal Form C: Personnel Experience	
Proposal Form D: Fee and Rate Proposal	
Proposal Form E: General Terms and Conditions	
Proposal Form F: References	
Proposal Form G: Addenda Acknowledgement	
Appendix A: Non-Collusion Declaration	
Appendix B: Equal Opportunity Affirmative Action Statement	
Appendix C: Firm's Certificate Regarding Workers' Compensation	
Appendix E: Submission Checklist	

APPENDIX F  
Resumes

Julie Remold ..... F-2

Nicole L. Arshan ..... F-4

Carol Tate ..... F-6

Aliya Pilchen ..... F-8

Tallie Caycen Wetzel ..... F-10



**JULIE REMOLD**  
**SRI International**

Senior Researcher

Center for Education Research &amp; Innovation, SRI Education

**Specialized Professional Competence**

Julie Remold, Ph.D., is an Anthropologist and Education Researcher with experience in design, research, and evaluation projects and expertise in both qualitative and quantitative methods. Her work includes basic research and evaluations at both the project and program level in which she aims to synthesize analyses from multiple research methods. Dr. Remold's current research includes research on learning at all levels with a focus on STEM +C education, learning and professional capacity. She has led evaluations of local, regional, and national educator professional development initiatives aimed at increasing the quality and quantity of science and computer science instruction. She is particularly interested in initiatives that create links between the experiences of learners in and out of school and has served as core staff on three program level evaluations studying the impacts of National Science Foundation (NSF) programs supporting research on out-of-school learning.

**Representative Research Assignments at SRI**

Evaluation of Teach for America's Computer Science Professional Development Initiative.

Dr. Remold leads the evaluation of a three-year nationwide project aimed at increasing the pipeline of high school teachers serving in high-need schools qualified to teach computer science courses. The project will bring together data from teacher professional development programs and course implementations to report on promising practices and key barriers to broadening access to high school level computer science courses.

Evaluation of San Francisco Computing for All Levels of Learners (SF CALL) NSF INCLUDES launch pilot. Dr. Remold is the lead evaluator for the SF CALL INCLUDES launch pilot run by San Francisco State University in partnership with San Francisco Unified School District and other local education partners. SF CALL supports the development of a K-20 curriculum and support system for expanding computer science education opportunities in the Bay Area. As external evaluators, SRI uses interview and survey data, including a social network survey of project participants, to understand the impact of the collaborations on the intended learner audiences and the capacities and social capital of the professionals involved in the work.

Co-PI of the Employability Skills project, recently by the National Science Foundation's (NSF's) Advanced Technological Education (ATE)

Dr. Remold is co-PI of this basic research project focused on developing a better understanding of employability skills of early-career technicians in community college settings. In this work, SRI conducts interviews with community college educators and employers who work with community college graduates, to understand how employability skills like communication, collaboration, and problem-solving impact early career technicians, how employability skills develop, and what strategies community college educators and employers use to support the development of employability skills. At the culmination of the project, SRI will host a webinar and co-author a report geared toward community college and industry technician educators.

**JULIE REMOLD (concluded)****Representative Research Assignments at SRI (concluded)**

Evaluation of the BaySci partnership for Bay Area Science Education. Dr. Remold led a two-year mixed methods evaluation of a K-8 science education initiative carried out in nine Bay Area school districts. The evaluation design included administration of teacher surveys, interviews and surveys with school and district leaders, structured observations carried out in participating school districts, and results of the California Standards Test. The final report included analysis of leadership capacity for supporting science, teacher capacity, the amount and quality of science taught in participating districts, and student learning and engagement.

Retrospective evaluation of NSF-funded Informal Science Education program. Dr. Remold serves as core staff on the retrospective evaluation of the National Science Foundation's Informal Science Education program (not called Advancing Informal STEM learning). In this capacity she has organized and analyzed a review of project goals and outcomes from across 200 sampled funded projects. The final report to NSF is intended to inform policymakers about NSF's investment in the field of informal science education and the impact of these investments on STEM learning opportunities for the public.

**Other Professional Experience**

Social Science Researcher, SRI International Menlo Park, California (2008–2017)

Lecturer, San Francisco State University, San Francisco, California (2012–2013)

District Technology Coordinator, Hillsborough School District, Hillsborough, CA (1999–2000)

**Academic Background**

Ph.D., Anthropology, 2005, Federal do Rio de Janeiro, Brazil

A.M., Education, 2000, Stanford University, Stanford, California

B.A. Anthropology and completion of the Secondary Teacher Education Program, 1994, University of Massachusetts at Amherst, Amherst, Massachusetts

**Selected Publications**

Yoon, I., Lyons, J., Horvath, L., Yue, H., Twarek, B., Remold, J., Hsu, E. (2018). SFSU INCLUDES on SF CALL (San Francisco Computing for All Levels and Learners). Proceedings of 2018 CoNECD - The Collaborative Network for Engineering and Computing Diversity Conference.

House, A., Remold, J., Peters-Burton, E., & Peters, V. (2018). Comparing Inclusive STEM High Schools to STEM-Focused Elementary Schools: Analysis of Critical Components, at the annual meeting of the American Education Research Association in New York, NY.

Remold, J.; Fusco, J.; Anderson, K.; and Leones, T. (2016), Communities for Maker Educators: A Study of the Communities and Resources that Connect Educators Engaged in Making; Menlo Park, CA: SRI International

Bienkowski, M. A., Shechtman, N., Remold, J., & Knudsen, J. (2014). Supporting STEM teachers to inspire through everyday innovation. Teacher Education & Practice: Special Issue on STEM Teacher Preparation and Practice: Prepare and Inspire Students. 28(2/3) pp. 356-375.

Remold, J. (2007). Educational technologies and social inequality in Brazilian public schools [also printed in Portuguese under the title Desigualdade social e as novas tecnologias no sistema escolar and as E-books in both English and Portuguese]. Rio de Janeiro, Brazil: The Edelstein Center Editions.

**NICOLE L. ARSHAN****SRI International**

Principal Education Researcher

Center for Education Research & Innovation, SRI Education

**Specialized Professional Competence**

Causal design and experimental and quasi-experimental evaluation of education interventions.

Lead teams to collect and analyze original data to provide formative and summative assessment of implementation and impact.

**Representative Research Assignments at SRI**

Principal Investigator, Evaluation of New Leaders' Growing the SEED: Cultivating Great Teacher and School Leadership, funded by Supporting Effective Educator Development (SEED). Designed and lead randomized control trial investigating the effect of New Leader's Emerging Leaders program on teacher leaders' knowledge of data-driven instruction, teaching team instructional practice, and student achievement. Study design includes measures of implementation fidelity and qualitative work to provide formative assessment.

Co-Principal Investigator, Scale-up Evaluation of the College-Ready Writers Program, funded by Investing in Innovation (i3). Lead the study of implementation, impact, and scale-up of this national experiment investigating the efficacy of National Writing Project professional development in source-based argument and persuasive writing in grades 4–10. Study the implementation of program designed to support rural districts in meeting Common Core State Standards in English language arts. Estimate the effects on teacher practices and student writing using teacher surveys, analyses of teacher assignments, and on-demand student writing prompts.

Co-Principal Investigator, Evaluation of the SEED College-Ready Writers Program, funded by SEED. Lead a within-teacher randomized controlled trial to estimate impacts on middle grades student writing proficiency of a 1-year version of the College-Ready Writers Program.

Principal Investigator, Evaluation of the ConnectEd's Linked Learning: San Bernardino, funded by i3. Designed quasi-experimental evaluation of ConnectEd's work to develop a system of career technical education pathways in San Bernardino Unified School District secondary schools. Lead team to design and collect teacher and student survey data. Outcomes of interest include teacher practice and student cognitive and non-cognitive outcomes.

Co-Principal Investigator, Evaluation of The Regents of the University of California's Pathway to Academic Success: A Cognitive Strategies Approach to Text-Based Analytical Writing to Improve Academic Outcomes for Secondary English Learners, funded by i3. Design and execute quantitative analysis using randomized control trial methodology. Outcomes of interest include student writing, school success and standardized test scores.

Quantitative Lead, Evaluation of the Linked Learning Initiative. Uses a multi-level model to evaluate the James P. Irvine Foundation's Linked Learning Multiple Pathways Initiative to develop systems of career technical education pathways in nine districts in California. Outcomes of interest include measures of achievement and engagement.

**Other Professional Experience**

Assistant Director of Undergraduate Admissions, Georgetown University (2001–05)

Process Analyst, Accenture (2000–01)

**NICOLE L. ARSHAN (concluded)****Academic Background**

Ph.D., education policy, 2012, Stanford University  
M.A., social science in education, 2006, Stanford University  
B.A., history, 2000, The College of William and Mary

**Selected Publications and Presentations**

- Friedlander, F., Zhou, S., Arshan, N., & Goldenberg, G. (2017). Addressing the Learning Crisis in Least Developed Countries: School-only or life-wide learning approaches. *American Educational Research Journal*. (Under revise and resubmit)
- Gallagher, H. A., Arshan, N., & Woodworth, K. R. (2017). Impact of the National Writing Project's College-Ready Writers Program in High-Need Rural Districts. *Journal of Research on Effectiveness in Education*, 10(3), 570–595.
- Woodworth, K., Arshan, N., & Gallagher, H.A. (2017, March). *Effects of the Pathway Project on Teacher Practice and Student Achievement (a Multi-Site RCT)*. Paper presented at the Annual Conference of the Society for Research on Educational Effectiveness, Washington, D.C.
- Warner, M., Caspary, K., Arshan, N., Stites, R., Padilla, C., Patel, D., McCracken, M., Harless, E., Park, C., Fahimuddin, L., & Adelman, N. (2016). *Taking stock of the California Linked Learning District Initiative. Seventh-year evaluation report*. Menlo Park, CA: SRI International.
- Arshan, N. & Guha, R. (2014). *Research brief: New findings on the benefits of student participation in Linked Learning*. Menlo Park, CA: SRI International.
- Reardon, S., Arshan, N., Atteberry, A., & Kurlaender, M. (2010). Effects of failing a high school exit exam on course-taking, achievement, persistence, and graduation. *Education Evaluation and Policy Analysis*, 32(4), 498–520.
- Reardon, S., Atteberry, A., & Arshan, N. (under review). *Effects of the California High School Exit Exam requirement on student persistence, achievement and graduation*.
- Arshan, N. L. (2010, March). *College entrance exams: how do students select into taking them—and what do they do with the information?* Poster presented at the Annual Conference of the American Education Finance Association, Richmond, VA.
- Loeb, S., Fuller, B., Arshan, N., Chen, A., & Yi, S. (2007) *California principals' resources: Acquisition, deployment, and barriers, for the Getting Down to Facts project*. Institute for Research on Education Policy and Practice, Stanford, CA, and Policy Analysis for California Education, Sacramento, CA.

**Professional Service**

Ad Hoc Peer Reviewer: *American Educational Research Association, Educational Researcher, Economics of Education Review, Education Evaluation and Policy Analysis*  
Technical Working Group Member: *Regional Educational Laboratory Northwest*

**CAROL TATE**  
**SRI International**

Education Researcher  
Center for Education Research & Innovation, SRI Education

**Specialized Professional Competence**

Carol Tate is an Education Researcher with experience in design, research, and evaluation projects with a focus on improving teaching quality in STEM fields. Her areas of expertise include instrument development, qualitative data collection, analysis and reporting. In her work, Tate draws on her background as a teacher of math in elementary and middle schools and her five years of teaching psychology at the college-level. Ms. Tate's current research is focused on efforts to extend access to computer science education to all students. In this work, Tate researches how implementation factors are related to outcomes in a large-scale curriculum project in Hong Kong; how curriculum design can support synergistic learning of computational thinking and kinematics in high school, and what challenges new teachers of computer science face in high-needs schools.

**Representative Research Assignments at SRI (since 2015)**

Evaluation of Teach for America's Computer Science Professional Development Initiative. Ms.

Tate co-leads the evaluation of a three-year nationwide project aimed at increasing the pipeline of high school teachers serving in high-need schools qualified to teach computer science courses. The project will bring together data from teacher professional development programs and course implementations to report on promising practices and key barriers to broadening access to high school level computer science courses.

Evaluation of CoolThink@JC, a computational thinking initiative in Hong Kong primary schools. Tate leads the implementation study portion of this multi-year longitudinal evaluation of a project designed to position students to be problem-solvers and creators, not just consumers, of technology. In this work she leads instrument development, oversees local data collection by Ipsos, and leads analysis and reporting. Project partners include the Education University of Hong Kong, the Massachusetts Institute of Technology, and the City University of Hong Kong.

**Other Professional Experience**

Rutgers University, (New Brunswick, NJ). Instructor of record for Educational Psychology, Principles of Classroom Learning

Stuart Country Day School of the Sacred Heart, (Princeton, NJ) 2006-11 Teacher of pre-algebra and algebra grades 6-8, and grade 5 math and social studies.

- Coached teachers on integrating laptops, interactive whiteboards, and graphing calculators into math lessons.
- Served as Lower School Math Specialist; led the process to choose a new math curriculum and supported implementation with professional development, coaching, and evaluation

**CAROL TATE (concluded)****Other Professional Experience (concluded)**

Associate Research Scientist, New York University Institute for Education and Social Policy.

Associate Research Scientist on the School Change and Inquiry program, a school-change initiative involving 24 Chicago public schools and six school reform projects, funded by the John D. and Catherine T. MacArthur Foundation. Collected qualitative data on projects and reported to MacArthur Foundation program staff; wrote a user's guide for project software

The Carnegie Foundation for the Advancement of Teaching, Princeton, NJ. As Research

Associate, worked with Foundation President, Dr. Ernest Boyer, to develop a curriculum framework for his elementary school reform program, The Basic School; developed curricular units in support of program ideals.

**Academic Background**

Doctoral candidate, learning sciences, Rutgers University Graduate School of Education, New Brunswick, New Jersey.

M.Ed., elementary education, 1991, Rutgers University Graduate School of Education, New Brunswick, New Jersey

B.A., history, 1988, Brown University, Providence, Rhode Island

**Selected Publications**

Tate, C., Remold, J., & Bienkowski, M. (2018). Pursuing the vision of CS for all: views from the front lines. ACM Inroads, 9(3), 48-52.

**ALIYA PILCHEN**  
**SRI International**

Research Associate

Center for Education Research &amp; Innovation, SRI Education

**Specialized Professional Competence**

Background research; qualitative data collection; qualitative and quantitative data analysis; project management.

**Representative Research Assignments**

Deputy Project Manager, New Teacher Center i3 Scale-Up Grant. Examines the impact of the New Teacher Center's intensive new teacher mentoring and support on beginning teacher retention, beginning teacher practice, and student outcomes. Conducted classroom observations across five districts, managed teacher and mentor survey administration, and drafted annual reports of interim study findings.

Research Associate, Evaluation of the ESEA Title I – Part C Migrant Education Program Serving Children of Agricultural Workers and Fishers. Examines implementation of the Migrant Education Program, including changes to program implementation following passage of the Every Student Succeeds Act. Completed background research and drafted a literature review on needs of and supports for migratory students, and conducted interviews with state and local Migrant Education Program staff across one state.

Research Associate, Regional Educational Laboratory – Appalachia. Partners with stakeholders in Kentucky, Tennessee, West Virginia, and Virginia to carry out applied research and training with a mission of supporting a more evidence-based education system. Managed a team to develop and deliver a workshop for secondary and postsecondary educators in southwest Virginia on the benefits of postsecondary education, primary barriers to access, and college and career opportunities in the region. Developed and delivered a workshop series on logic model and research agenda development for the members of three state agencies who participate in the Virginia Improving Postsecondary Transitions partnership.

Research Associate, Barr Foundation Engage New England Evaluation. Examines the implementation of a regional strategy focused on supporting a new vision for alternative high schools across New England. Conducted interviews with staff and students at two of the Engage New England grantees and contributed to reporting of formative feedback to the foundation and grantees.

**Other Professional Experience**

Graduate Research Intern, Goodman Research Group, Inc., 2015–16. Analyzed quantitative and qualitative student and family survey data and interview transcripts to explore early factors that contribute to student interest in STEM careers.

Teaching Fellow and Regional Data Lead, Citizen Schools, 2013–15. Instructed a classroom of middle school students during the extended learning day; managed and audited collection and entry of accurate program data for six middle schools in Massachusetts; and provided access to and interpretation of program data for development and policy purposes.

**ALIYA PILCHEN (concluded)****Other Professional Experience (concluded)**

Research Assistant to Dr. Helen Ladd, Duke University, 2012–13. Conducted literature reviews and drafted policy memoranda on a variety of education policy topics.

Higher Education Programs Institutional Service Intern, U.S. Department of Education – Office of Postsecondary Education, 2012. Investigated best practices for Hispanic student success in higher education and conducted qualitative analysis of challenges to grant implementation.

Data Specialist Intern, Partnership for Children, Youth, & Families, 2011. Managed databases, analyzed results of student surveys, and drafted policy reports regarding substance abuse, domestic violence, and student outcomes at a local community school.

**Educational Background**

Ed.M., education policy and management, 2016, Harvard University Graduate School of Education.

B.A., public policy studies with minors in education and psychology, 2013, Duke University.



**TALLIE CAYCEN WETZEL****SRI International**

Education Research Associate

Center for Education Research & Innovation, SRI Education

**Specialized Professional Competence**

Ms. Wetzel is a quantitative research analyst with experience combining data from across multiple sources and research partners including postsecondary institutional data. She carries out quantitative analyses using models aligned with research questions or theories of change, creates visualizations that highlight key findings of the data, and leads debrief sessions with project partners and others to communicate highlights of data analysis findings.

**Representative Research Assignments at SRI (since 2015)**

Adaptive Learning Market Acceleration Program (ALMAP) Evaluation. ALMAP was initiated by the Bill & Melinda Gates Foundation to advance evidence-based understanding of how adaptive learning technologies could improve opportunities for low-income adults to learn and to complete postsecondary credentials. SRI was contracted by the Bill & Melinda Gates Foundation to aggregate and analyze the ALMAP data. Ms. Wetzel is a key contributor to the analysis of the data that includes learning impact, cost and satisfaction findings across the portfolio of ALMAP grantee product evaluations.

Evaluation of the Apple and ConnectED Initiative. SRI Education is conducting a rigorous, six-year, mixed-methods study of the implementation and outcomes of the Apple and ConnectED initiative to understand how technology integration can support teaching and learning at high-poverty schools. Ms. Wetzel conducts quantitative analyses from multiple data sources that contributes to our understanding of the findings.

Principled Assessment of Computational Thinking (PACT) suite of projects (DRL-1418149). SRI developed a suite of assessments for measuring computational thinking in the Exploring Computer Science (ECS) curriculum. Ms. Wetzel participated in the scoring of these assessments, the cleaning and quantitative analysis of the data, including examining relationships of student scores across multiple time points, and supporting the validation efforts for these assessments.

**Other Professional Experience**

Quantitative Research Analyst II, SRI International, Menlo Park, CA (2015–present)

Graduate Teaching Assistant, Stanford University, Stanford, CA (2013–2015)

Special Assistant, USAID, Washington, DC (2010–2012)

**Academic Background**

M.S., Environmental Engineering & Science, 2015, Stanford University, Stanford

M.P.P., Public Policy, 2010, University of Virginia, Charlottesville

B.S., Civil & Environmental Engineering, 2009, University of Virginia, Charlottesville

**Selected Publications**

Singleton, C., Shear, L., Iwatani, E., Nielsen, N., House, A., Vasquez, S., Wetzel, T., Gerard, S. (2018). *The Apple and ConnectED Initiative: Baseline and Year 2 Findings from Principal, Teacher, and Student Surveys*. Menlo Park, CA: SRI Education.

Yarnall, L., Means, B., Wetzel, T. (2016) *Lessons Learned From Early Implementations of Adaptive Courseware*. Menlo Park, CA: SRI International. (Note Peer Reviewed)

**APPENDIX G**  
**Related Experience and Methodology**

Below we present the list of third party evaluations conducted for large federal awards within the past 3 years. The list includes 37 projects conducted for 22 clients. SRI Education routinely works with clients on multiple projects. The NSF and Department of Education awards listed below were evaluations awarded directly to SRI from the federal agencies; the other clients contracted with SRI using their federal funds

We present the name of the project, the client/funder, the contract termination date, and the amount of the federal award. Projects are listed by size of federal award.

Ready to Learn Research Partner; Education Development Center, Inc./Dept. of Education

Term date: 9/30/2018; Federal Award: \$76,852,528

Evaluation of Minnesota's Race to the Top - Early Learning Challenge Grant Initiatives: Early Learning Challenge Scholarships & Title I PreK-Incentives; Minnesota Department of Education/Dept. of Justice

Term date: 12/30/2016; Federal Award: \$ 44,858,313

Evaluation of IDEA Public Schools' Race to the Top - District Grant; IDEA Public Schools/Dept. of Education

Term date: 12/31/2017; Federal Award: \$29,241,967

i3 Scale-up NWP CRWP 2.0; National Writing Project Corporation/Dept. of Education

Term date: 12/31/2021; Federal Award: \$19,981,544

New Teacher Center's i3 Scale Up Grant; New Teacher Center/Dept. of Education

Term date: 12/31/2020; Federal Award: \$19,941,822

Virginia's Preschool Expansion Grant (VPI+) Program Evaluation (Multi-Client); Commonwealth of Virginia, Department of Education/Dept. of Education

Term date: 6/30/2019; Federal Award: \$17,000,000

IDEA CSP Grants for Replication & Expansion of High-Quality Charter Schools; IDEA Public Schools/Dept. of Education

Term date: 9/30/2019; Federal Award: \$15,000,000

SEED Science NWP; National Writing Project Corporation/Dept. of Education

Term date: 12/31/2016; Federal Award: \$15,000,000

Evaluation of Midwest Expansion of the Child-Parent Center Education Program, Preschool to Third Grade; University of Minnesota/Dept. of Education

Term date: 12/31/2016; Federal Award: \$14,999,766

Data Collection for i3 Early Math Project; WestEd/Dept. of Education

Term date: 12/31/2017; Federal Award: \$14,993,930

Evaluation of the National Writing Project's Investing in Innovation (i3)-funded College-Ready Writers Program; National Writing Project Corporation/Dept. of Education  
Term date: 12/31/2017; Federal Award: \$14,948,849

Evaluation Plan for the New Teacher Center's Investing in Innovation Proposal; New Teacher Center/Dept. of Education  
Term date: 12/31/2017; Federal Award: \$14,726,162

Evaluation of New Leaders' Emerging Leaders Program; New Leaders/Dept. of Education  
Term date: 6/30/2019; Federal Award: \$14,679,415

Evaluation of the Pathway to College Success Project; University of California, Irvine/Dept. of Education  
Term date: 12/31/2017; Federal Award: \$11,199,417

New Teacher Center's SEED Project; New Teacher Center/Dept. of Education  
Term date: 9/30/2018; Federal Award: \$7,800,499

Rocketship Education CSP Grant; Rocketship Education/Dept. of Education  
Term date: 12/31/2022; Federal Award: \$5,090,134

Efficacy Study of Project-Based Science; National Science Foundation/National Science Foundation  
Term date: 7/31/2016; Federal Award: \$5,000,000

Project SECURE: Keeping Kids Safe in San Francisco Unified School District; National Institute of Justice/Dept. of Justice  
Term date: 12/31/2020; Federal Award: \$4,641,134

Research Partner for Developing Knowledge of What Works to Make Schools Safe, National Institute of Justice Grant; Pharr-San Juan-Alamo Independent School District/Dept. of Justice  
Term date: 3/31/2018; Federal Award: \$4,137,035

Effectiveness Study of Tools for Getting: Teaching Students to Problem Solve; Department of Education/Dept. of Education  
Term date: 8/31/2021; Federal Award: \$3,942,177

Teacher Incentive Fund Evaluation; Department of Education/Dept. of Education  
Term date: 4/30/2016; Federal Award: \$3,915,765

An Efficacy of Online Mathematics Homework Support: An Evaluation of The ASSISTments Formative Assessment & Tutoring Platform; Department of Education/Dept. of Education  
Term date: 8/31/2017; Federal Award: \$3,498,460

Efficacy Study of Check & Connect to Improve Student Outcomes; Department of Education/Dept. of Education  
Term date: 2/28/2017; Federal Award: \$3,475,570

Students Exposed to Trauma: An Efficacy Study of the Cognitive Behavioral Intervention for Trauma in Schools (CBITS) Program; Department of Education/Dept. of Education  
Term date: 11/30/2016; Federal Award: \$3,383,527

Efficacy Study of Foundations, School-wide Positive Discipline for Middle Schools; Department of Education/Dept. of Education

Term date: 8/31/2020; Federal Award: \$3,283,424

Evaluation of Linked Learning San Bernardino; ConnectEd/Dept. of Education

Term date: 6/29/2018; Federal Award: \$3,000,000

Evaluation of Promoting Educator Networks: Standards-Based Instruction for English Learners (PEN); Center for Applied Linguistics/Dept. of Education

Term date: 12/31/2018; Federal Award: \$3,000,000

Redesigning Secondary Courses to Improve Academic Outcomes Related to Higher Standards for Students with Disabilities and Other Underperforming Studies; Department of Education/Dept. of Education

Term date: 12/31/2018; Federal Award: \$3,000,000

Collaborative Math: Creating Sustainable Excellence in Mathematics for Head Start Programs; Erikson Institute/National Science Foundation

Term date: 8/31/2019; Federal Award: \$2,995,332

Splash! Ask-Me Adventures: Second Screen Support for Science Learning at Home & the Field; The Jim Henson Company/National Science Foundation

Term date: 8/31/2019; Federal Award: \$2,963,808

Efficacy Study of the Universally Designed Notebook: An Intervention to Support All Students Elementary School Science Learning; Center for Applied Special Technology, Inc./Dept. of Education

Term date: 6/30/2020; Federal Award: \$2,765,624

Advance Placement Science Courses Study of Sustainability & Effectiveness; University of Washington/National Science Foundation

Term date: 9/14/2016; Federal Award: \$2,616,777

Montana Continuous Improvement in Education Research to Improve Secondary School Literacy Outcomes; Department of Education/Dept. of Education

Term date: 9/30/2019; Federal Award: \$2,484,409

Research Design to Measure the Progress & Effects of a Centralized System on Rapidly Scaled-up Evidence-based Home Visiting in Washington State; State of Washington Department of Early Learning/Dept. of Health and Human Services

Term date: 9/30/2016; Federal Award: \$2,022,123

An Efficacy Study of Comprehensive, Middle School Science that Integrates Disciplinary Core Ideas, Science & Engineering Practices, & Crosscutting Concepts; National Science Foundation

Term date: 7/31/2021; Federal Award: \$2,014,606

Rapid Cycle Tech Evaluations (RCTE); Mathematica Policy Research, Inc./Dept. of Education

Term date: 9/29/2018; Federal Award: \$1,431,364

Evaluation of the Los Angeles City College STEM Pathways Program; Los Angeles City College/Dept. of Education

Term date: 9/30/2021; Federal Award: \$1,199,297

## APPENDIX H Exceptions

### I. Appendix D Sample Agreement – South Orange County Community College District Professional Services (SOCCCD) Agreement.

- SRI International takes exception to Paragraphs 10, 12 and 13 of the SOCCCD Professional Services Agreement and requests the following revisions:

Paragraph 10. Originality of Services. – Revise to delete subparagraphs a. and b. in their entirety and replace with the following revisions:

- a. Matters Produced Under this Agreement. Contractor understands and agrees that all matters newly produced under this Agreement shall become the sole property of District. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Contractor retains and is granted a perpetual, unrestricted, nonexclusive license to use perform and distribute the matters, for any purpose and in any medium.
- b. Contractor Use of Other Copyright/Trademark/Patent Materials. Contractor is responsible for arranging and paying for all rights and copyrights necessary for Contractor to include in its deliverables any material covered by copyright, patent, trademark or franchise. The District reserves the right to require verification.

Paragraph 12. Indemnification/Limitation of Liability. Revise to add the following sentence at the end of the first paragraph:

UNDER NO CIRCUMSTANCE SHALL CONTRACTOR'S LIABILITY TO DISTRICT EXCEED MORE THAN ONE (1) TIMES THE TOTAL AMOUNT ACTUALLY PAID BY THE DISTRICT TO CONTRACTOR UNDER THIS AGREEMENT.

Paragraph 13. Insurance Requirements. Delete the first paragraph in its entirety and replace with the following revision:

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

with combined single limit for bodily injury and/or property damage of not less than One Million Dollars (\$1,000,000).

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

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



**Request for Qualifications & Proposals No. 2076  
RFQ&P 2076 Collaborative Research: NSF INCLUDES Alliance: STEM Core  
Expansion Cooperative Agreement External Evaluation**

**Submittals**

**South Orange County Community College District**

**December 10, 2018**

<b>COMPANY NAME</b>	<b>CITY</b>	<b>SUBMITTER'S NAME</b>	<b>RATING</b>	<b>FEES</b>
SRI International	Menlo Park, CA	Kim Cargill	88	\$764,085

**TO:** Board of Trustees

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

**RE:** SOCCCD: Board Policy Revision: BP-110 Code of Ethics – Standards of Practice, BP-120 Regular Meetings of the Board, BP-160 Personal Use of Public Resources, BP-1500 Naming of College Facilities, BP-2100.1 Delegation of Authority to the Academic Senate, BP-2100.2 Role and Scope of Authority of the Academic Senates, BP-3530 Compliance with Payment Card Industry Data Security Standards (PCI-DSS), BP-4002 Job Specifications and Authorized Positions, BP-4021 Classified Managers, BP-4077 Excused Absence (Without Loss of Pay), BP-4201.4 Reclassification of Classified Personnel, BP-5300.5 Grade Changes, BP-5607 Nonresident Student Tuition, BP-158 Political Activity of Board Members

**ACTION:** Approval

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### **BACKGROUND**

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

### **STATUS**

Fourteen board policies (EXHIBITS A through N) are presented to the Board of Trustees for approval. The new language to the board policies was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on November 8, 2018 for review and recommendation to the Chancellor. EXHIBITS A-M were brought to the Board of Trustees on November 19, 2018 for review and study. EXHIBIT N, BP-158 Political Activity of Board Members, was brought to the Board of Trustees November 19, 2018 for approval. Additional changes recommended by the Board of Trustees from the November 19, 2018 meeting have been highlighted.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the board policies as listed.



# BOARD POLICY

# 110

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## CODE OF ETHICS - STANDARDS OF PRACTICE

The Board maintains high standards of ethical conduct for its members. Members of the Board are responsible to establish and uphold, implement and enforce all laws and codes applying to the District. Given this basic charge, the activities and deliberations of the Board of Trustees will be governed by the following Code of Ethics:

Each member of the Board will:

1. Avoid any situation that may constitute a conflict of interest and disqualify him/her from participating in decisions in which ~~he or she~~ she or he has a financial interest. Conflicts of interest may relate not only to the individual trustee but also to his or her family and business associates, or transactions between the District and trustees, including hiring relatives, friends, and business associates as college employees.
2. Recognize that the Board acts as a whole and that the authority rests only with the Board in a legally constituted meeting, not with individual members. Once the Board reaches a decision, act in support of the decision.
3. Maintain confidentiality of all Board discussions held in closed session in accordance with the Brown Act and recognize that deliberations of the Board in closed session are not to be released or discussed in public without the prior approval of the Board by majority vote, in compliance with Board Policy 122.
4. As an agent of the public, entrusted with public funds, protect, advance and promote the interest of all citizens maintaining independent judgment unbiased by private interests or special interest groups.
5. Ensure that the District, in compliance with all applicable Federal and State laws, does not discriminate on the basis of race, color, national origin, ancestry, marital status, age, religion, mental or physical disability, gender identity, gender expression, ethnic group identification, medical condition, genetic information, pregnancy, sex, or sexual orientation in any of its policies, ~~procedures~~ regulations or practices.
6. In all decisions hold the educational welfare and equality of opportunity of the students of the District as his or her primary concern; Board members should demonstrate interest in the respect for student accomplishments by attending student ceremonies and events.

Adopted: 09-26-77  
03-7-88  
04-26-99

09-29-03  
12-06-10  
09-26-11

Page 1 of 3

7. Attend and participate in all meetings insofar as possible, having prepared for discussion and decision by studying all agenda materials.
8. Conduct all District business in open public meetings unless in the judgment of the Board, and only for those purposes permitted by law, it is appropriate to hold a closed session.
9. Enhance ~~his or her~~ her or his ability to function effectively as a trustee through devotion of time to study contemporary educational issues, as well as attendance at professional workshops and conferences s on the duties and ~~responsibility~~ responsibilities of trustees.
10. Promote and maintain good relations with fellow Board members by:
  - A. Respectfully working with other Board members in a spirit of harmony and cooperation and affording each member courteous consideration of his or her opinion.
  - B. Respecting the opinion of others and abiding by the principle of majority rule.
  - C. Working with Board members in a spirit of respect and civility in spite of differences of opinion that may arise during vigorous debates of various points of view.
11. Promote an effective working relationship with the Chancellor and district staff by:
  - A. Providing the responsibility, necessary authority, and support to effectively perform their duties.
  - B. Referring questions, complaints, and/or criticisms through the appropriate channels as previously agreed upon by the Chancellor and the Board.
  - C. Being an advocate of the District in the community by encouraging support for and interest in the South Orange County Community College District.
  - D. Remembering at all times that an individual trustee has no legal authority outside the meetings of the Board and should conduct their relationships with District staff, students, the local citizenry, and the media on that basis.
  - ~~D.~~E. Use or permit others to use public resources, supplies, and/or equipment, except that which is incidental and minimal, for personal purposes or any other purpose not authorized by law.

## ENFORCEMENT

All Board members are expected to maintain the highest standards of conduct and ethical behavior and to adhere to the Board's Code of Ethics. The Board reserves the right to censure any Board member who does not adhere to this policy or engages in other unethical conduct.

Adopted: 09-26-77  
03-7-88  
04-26-99

09-29-03  
12-06-10  
09-26-11

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- A. Censure is an official expression of disapproval passed by the Board of Trustees. A Board member may be subject to a resolution of censure by the Board of Trustees should it be determined ~~the Trustee~~ that Board member misconduct has occurred.
- B. A complaint of ~~Trustee~~ Board member misconduct will be referred to the Board President and Chancellor.
  - 1. With the assistance of legal counsel, the Board President will appoint an ad hoc committee of three ~~Trustees~~ Board members not associated with the complaint to conduct an investigation and review of the matter. In the event the complaint involves the Board President, another officer of the Board shall form the ad hoc committee. A thorough fact finding process, formulated in a manner deemed appropriate by the committee, shall be initiated. The committee shall be guided in its inquiry by the standards set forth in this policy and shall complete their inquiries within a reasonable period of time.
- C. The ~~Trustee~~ Board member subject to the charge of misconduct shall not be precluded from presenting information to the committee.
- D. The committee shall, within a reasonable period of time, make a report of its findings to the Board of Trustees for action.
- E. Board members who are found by a majority of the Board to have acted unethically or to have violated this policy may be subject to reprimand, possible exclusion from closed sessions, public censure, referral to the District Attorney for criminal prosecution, or other action as determined by the Board.

*Reference:*

*Accreditation Standard IV-B.1. a, c, & h. C.11*

*Government Code Section 8314*

*Penal Code Section 424*

Adopted: 09-26-77  
03-7-88  
04-26-99

09-29-03  
12-06-10  
09-26-11

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# BOARD POLICY

120

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## REGULAR MEETINGS OF THE BOARD

Regular meetings of the Board shall normally be held the fourth Monday of the month at Saddleback College, 28000 Marguerite Parkway, Mission Viejo, California.

A notice identifying the location, date, and time of each regular meeting of the Board shall be posted at least ten (10) days prior to the meeting and shall remain posted until the day and time of the meeting. All regular meetings of the Board shall be held within the boundaries of the District except in cases where the Board is meeting with another local agency or is meeting with its attorney to discuss pending litigation if the attorney's office is outside the District.

All regular and special meetings of the Board shall be open to the public, be accessible to persons with disabilities, ~~not prohibit~~ **expressly allow** the admittance of any person, or persons, on the basis of ancestry or any characteristic listed or defined in Government Code Section 11135, and otherwise comply with Brown Act provisions, except as required or permitted by law.

### *Reference:*

*Education Code Section 72000(d);*

*Government Code 54952.2, 54953 et seq.; and 54961*

Adopted: 8-27-07

Reviewed by BPARAC & Chancellor on 5-20-13.No recommended change to policy.
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# BOARD POLICY

160

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## PERSONAL USE OF PUBLIC RESOURCES

DELETE - Incorporated language into BP 110 Code of Ethics- Standards of Practice

~~No trustee shall use or permit others to use public resources, except that which is incidental and minimal, for personal purposes or any other purpose not authorized by law.~~

### *Reference:*

- ~~—Government Code Section 8314;~~
- ~~—Penal Code Section 424~~
- ~~—Board Policy 4001 Personal Use of Public Resources~~

Adopted: 8-27-07

Revised: 6-17-13

# BOARD POLICY

# 1500

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICTCOMMUNITY  
RELATIONS

## NAMING OF COLLEGE FACILITIES

It is within the legal purview of the Board of Trustees to name campus buildings and other facilities based upon information provided by the chancellor, following an appropriate nomination and review process. The naming of facilities can have philosophical and practical value to the institution from the standpoint of identity and community and regional pride.

Procedures shall be established to assure that the name of campus buildings and other facilities will be consistent in style and application. General guidelines to be applied to the process of naming campus buildings include the following:

1. Consideration of geographic location of facilities, including prominent landmarks and geographical features or community names.
2. Consideration of names with historic or cultural significance in the region.
3. Extraordinary financial support of the college to further its programs, activities or capital construction. Extraordinary financial support and/or contributions are defined as follows:
  - a) For buildings:
    - i) A donation in the amount of \$10 million or more for existing buildings.
    - ii) A donation of fifty percent (50%) or more of the total project cost of a newly constructed or newly renovated building.
  - b) For parts of buildings or particular areas (classrooms, patios, gardens, theaters, or other identifiable features.
    - i) A donation of fifty percent (50%) or more of the total cost of the specific part of the building or particular area for newly constructed or newly renovated areas.
    - ii) A donation of \$1.5 million or more for an existing athletic field or area.
    - iii) A donation of \$500,000 or more for an existing building wing or floor.
    - iv) A donation of \$250,000 or more for an existing auditorium, theatre, cafeteria, scoreboard, or similar building area.
    - v) A donation of \$100,000 or more for an existing assembly area, testing center, study area, or other similar building area.

Adopted: 12-12-83

Revised: 09-29-03

Page 1 of 2

Revised: 03-07-88

Revised: 10-27-08

Revised: 04-26-99

Revised:

vi) A donation of \$50,000 or more for an existing major lecture hall, specialized classroom, or similar specialized room.

vii) A donation of \$25,000 or more for an existing standard classroom or laboratory space.

viii) A donation of \$10,000 or more for an existing conference room or office space.

4. Extraordinary contribution to the college and its students by an individual, group or organization other than college staff.
5. Extraordinary individual or organizational service to the community served by the college, not necessarily the college alone.
6. Extraordinary and/or long-standing service by a former member of the faculty, staff, student body, administration or Board of Trustees to the students and programs of Irvine Valley College, Saddleback College, and/or Advanced Technology and Education Park (ATEP).
7. ~~Other extraordinary reasons as determined by the Board of Trustees.~~

The District reserves the right to change the name of the college facilities at any time. This policy does not apply to the building identifiers or locations such as: BGS or BSTIC.

*Reference:*

*California Education Code, Section 72000*

Adopted:	12-12-83	Revised:	09-29-03
Revised:	03-07-88	Revised:	10-27-08
Revised:	04-26-99	Revised:	

# BOARD POLICY

# 2100.1

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

ADMINISTRATION

## DELEGATION OF AUTHORITY TO THE ACADEMIC SENATE

In response to Title 5, California Code of Regulations, it is the policy of the Board of Trustees that there shall be appropriate delegation to the college academic senates of responsibility for and authority over academic and professional matters. Regarding such matters, the Board of Trustees:

1. Recognizes the college academic senates as the representative of the faculties; and
2. Will rely primarily upon the advice and judgment of the academic senates in accordance with processes of collegial consultation as defined below; and
3. Designates the Chancellor of the District as its agent for purposes of implementation.

### I. SCOPE

Academic and professional matters upon which the Board of Trustees will rely primarily upon the advice and counsel of the academic senates.

1. Curriculum, including established prerequisites and placing courses within disciplines;
2. Degree and certificate requirements;
3. Grading policies;
4. Educational program development;
5. Standards or policies regarding student preparation and success;
6. District and college governance structures, as related to faculty roles;
7. Faculty roles and involvement in accreditation processes, including self-study and annual reports;
8. Policies for faculty professional development activities;
9. Processes for program review;
10. Processes for institutional planning and budget development; and
11. Other matters as mutually agreed upon between the Board of Trustees and the academic senate, or as otherwise provided by statute or regulation.

Adopted: 05-08-95      Revised: 07-26-04  
Revised: 04-26-99      Revised: 06-25-12  
Revised: 02-25-02



## II. PROCESS OF COLLEGIAL CONSULTATION

Primary reliance upon the advice and counsel of the academic senates means that the Board of Trustees and/or its designees will accept the recommendations of the academic senates regarding academic and professional matters as itemized above, and will act otherwise only in exceptional circumstances and for compelling reasons. If a recommendation of the senate is not accepted, the Board of Trustees or its designee will promptly communicate its reasons in writing. Such explanation will convey the “exceptional circumstances and compelling reasons” that necessitated the action in question.

In exercising their delegated authorities and responsibilities, the college academic senates will consult collegially with administrative staff and other governance groups and will do so through appropriate governance processes developed and implemented at each college. Each college president has the responsibility and the authority to determine whether the college senate has duly observed these obligations and may refuse to accept recommendations that have been formulated outside defined processes of college governance. Any such rejection is to be made in writing and is to specify the procedural concerns to be addressed before the recommendation is reconveyed.

## III. IMPLEMENTATION

All existing policy regulations, procedures, and guidelines addressing academic and professional matters will remain in place and be subject to modification only through the processes of collegial consultation as defined herein. The academic senates will honor requests from the Board of Trustees and/or its agents to review relevant policies, regulations, procedures, and/or guidelines should be Board of Trustees and/or its agents believe that modifications are necessary or appropriate.

## IV. STATUS

Board Policy 2100.1 is in mutual agreement between the governing board and the academic senates and may be modified upon mutual consent of the parties.

Nothing contained herein will limit other rights and responsibilities of the academic senate as otherwise provided in statute or regulation, nor will this policy constrain the Board of Trustees in ways other than are herein agreed. Nothing contained herein is to impinge upon the due process rights of faculty, nor to limit the collective bargaining rights of the faculty’s exclusive representative. The Board of Trustees will respect agreements between the academic senates and collective bargaining agents as to how they will consult, collaborate, share, or delegate among themselves the responsibilities that are delegated to the senates pursuant to this policy.

### *Reference:*

*Title 5 California Code of Regulations; Sections 53200-53205, 53203(a), (d), (d.1)*

Adopted:	05-08-95	Revised:	07-26-04
Revised:	04-26-99	Revised:	06-25-12
Revised:	02-25-02		

# BOARD POLICY

2100.2

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

ADMINISTRATION

## ROLE AND SCOPE OF AUTHORITY OF THE ACADEMIC SENATES

- I. This Policy and Board Policy 2100.1 (“Delegation of Authority to the Academic Senate”) are intended to define the role and scope of authority of the District’s academic senates in relation to the Board of Trustees. Nothing contained in this Policy is intended to limit or abridge any other authority granted to the academic senates by either the Education Code or Title 5 of the California Code of Regulations.
- II. It is the policy of this Board that:
  - A. Faculty have the right to participate in district and college governance;
  - B. Faculty have the opportunity to express their opinions at the college and district level, and to ensure that these opinions are given every reasonable consideration, and;
  - C. The academic senates assume primary responsibility ~~for making recommendations~~ in the areas of curriculum and academic standards.
- III. Pursuant to Education Code, hiring criteria, policies and ~~procedures~~ regulations for new faculty members shall be developed and shall be mutually agreed upon jointly by representatives of the Board of Trustees and the academic senates, and approved by the Board.<sup>1</sup>
- IV. Pursuant to Education Code, the process by which the Board of Trustees determines whether an administrator whose administrative assignment has expired or has been terminated possesses the minimum qualifications for assignment as a first year probationary faculty member shall be developed and agreed upon jointly by representatives of the Board of Trustees and the academic senate, and approved by the Board. The Board of Trustees will rely primarily on the advice and judgment of the academic senates in determining that the administrator possesses the minimum qualifications for employment as a faculty member. The Board of Trustees will provide the academic senates with an opportunity to present their views to the Board before the Board makes the determination whether an administrator possesses the minimum qualifications for assignment as a first year probationary faculty member, and that the written record of the Board’s decision,

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<sup>1</sup> See Board Policies 4011.1 and 4011.2

including the views of the academic senate, shall be available for review pursuant to Education Code.<sup>2</sup>

- V. Pursuant to Education Code, the process, as well as the criteria and standards by which the Board of Trustees determines whether a potential faculty member possesses qualifications at least equivalent to the minimum qualifications specified in the regulations of the Board of Governors shall be developed and agreed upon jointly by representatives of the Board of Trustees and the academic senates, and approved by the Board. The Board of Trustees shall rely primarily upon the advice and judgment of the academic senates in determining that each individual faculty member employed under the authority granted by the regulations of the Board of Governors possesses qualifications that are at least equivalent to the applicable minimum qualifications specified in the regulations adopted by the Board of Governors. The Board of Trustees shall provide the academic senates with an opportunity to present their views to the Board before the Board makes a determination on possession of equivalent qualifications, and that the written record of the Board's decision, including the views of the academic senates, shall be available for review pursuant to Education Code.

*Reference:*

*Education Code Sections 7090~~(1)~~(b)(1)(E), 87358-59, 70902(b)(7), 87360, 87458*  
*California Code of Regulations Section 51023, 53200-53206 ~~87360, 87458, 87359~~*

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<sup>2</sup>See Board Policy 4091.

# BOARD POLICY

3530

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BUSINESS

## COMPLIANCE WITH PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS (PCI-DSS)

The Payment Card Industry (PCI) Data Security Standards (DSS), a set of comprehensive requirements for enhancing payment account data security, was developed by the founding payment brands of the PCI Security Standards Council, including American Express, Discover Financial Services, JCB International, MasterCard Worldwide and Visa, Inc. International, to help facilitate the broad adoption of consistent data security measures on a global basis.

Compliance with the PCI-DSS standards is required in order to accept credit cards for student registration and other financial transactions.

It is the intent of the South Orange County Community College District to adhere to the requirements of the Payment Card Industry Data Security Standards (PCI-DSS).

~~The Chancellor or designee is hereby authorized to adopt and implement such administrative regulations to implement this policy.~~ Requirements for PCI third party compliance are addressed in Administrative Regulation 3733.

# BOARD POLICY

4002

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## JOB SPECIFICATIONS AND AUTHORIZED POSITIONS

The Chancellor, ~~or designee~~, will recommend the establishment of new academic, classified, and unclassified job classifications to the Board of Trustees. ~~In addition, the~~ The Office of Human Resources will provide a job specification and proposed salary range for each proposed position.

Adopted: 08-24-82      Revised: 01-20-04  
Revised: 04-10-89      Revised: 05-23-11  
Revised: 04-26-99

# BOARD POLICY

4021

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## CLASSIFIED MANAGERS

Classified managers are not employed as educational administrators.

Classified managers, regardless of job description, have authority to ~~recommend to hire~~ hiring, ~~transfer~~ transferring, ~~suspend~~ suspending, ~~laying off~~, ~~recall~~ recalling, ~~promote~~ promoting, ~~discharge~~ discharging, ~~assign~~ assigning, ~~reward~~ rewarding, or ~~discipline~~ disciplining other employees, ~~or~~ and have the responsibility ~~to assign~~ of assigning work to and ~~direct~~ directing them, ~~or to adjust~~ adjusting their grievances, ~~or effectively recommend such action.~~

Classified managers, regardless of job description, have significant responsibilities for formulating District policies or administering District programs other than the educational programs of the District.

Classified managers may be employed in the same manner as the other members of the classified service. If a classified manager is employed as a regular member of the classified service, employment shall be consistent with other provisions of these policies regarding employment of classified employees.

### *Reference:*

*Government Code Section 3540.1(g) and (m);  
Education Code Section 87002*

Adopted: 4-28-08

Reviewed by BPARAC & Chancellor on 9-24-12. No recommended change to policy.
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# BOARD POLICY

4077

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

~~PERSONNEL~~ HUMAN RESOURCES

## EXCUSED ABSENCE (Without Loss of Pay)

The appropriate administrators, managers and/or supervisors are authorized to excuse an employee for an occasional absence for up to two (2) hours for personal business when such an absence from the employee's regular duties is deemed an exceptional circumstance and in the best interest of the ~~district~~ District or of such a nature that the employee's absence is required during a regular work day.

The Chancellor or the appropriate college president is authorized to excuse an employee for up to one day.

Excused leave of absence ~~of~~ due to a change of assignment for more than one day requires approval of the Board of Trustees.

Adopted:	2-13-68	Revised:	2-28-94	Revised:	10-13-10	Page 1 of 1
Revised:	6-04-69	Technical				
Revised:	4-10-89	Update:	4-26-99			

# BOARD POLICY

# 4201.4

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## RECLASSIFICATION OF CLASSIFIED PERSONNEL

The ~~district's~~ **District's** plan for reclassification is to provide for periodic reviews of existing positions. The process for review of individual positions and new positions will occur periodically.

Adopted:	09-29-69	Technical	
Revised:	02-18-77	Update:	04-26-99
Revised:	04-10-89	Reviewed:	07-06-11

Page 1 of 1



# BOARD POLICY

5300.5

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## GRADE CHANGES

The Chancellor shall implement administrative regulations to assure the accuracy and integrity of all grades awarded by faculty. The administrative regulations shall include, but not necessarily be limited to, the following:

- ~~Assurance~~ Assuring that in the absence of mistake, bad faith, fraud, or incompetence, the grades awarded by faculty shall be final.
- ~~Establishing~~ Ggrade grievance procedures in the event a student believes mistake, bad faith, fraud, or incompetence has occurred in assigning the grade.
- ~~Installing~~ The installation of security measures to protect grade records and grade storage systems from unauthorized access.
- ~~Limitations~~ Limiting on access to grade records and grade storage systems.
- ~~Discipline~~ Disciplining for students or staff who are found to have gained access to grade records without proper authorization or to have changed grades without proper authorization.
- ~~Providing N~~ notice to students, faculty, and transfer institutions, ~~accreditation agencies and law enforcement agencies~~ if unauthorized access to grade records and grade storage systems is ~~discovered~~ determined to have occurred. Accreditation agencies, government and law enforcement agencies may be notified, when warranted.

### *Reference:*

*Education Code Sections 76224, 76232;  
Title 5, Section 55025*

# BOARD POLICY

5607

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## NONRESIDENT STUDENT TUITION

~~The Board of Trustees shall establish a tuition fee for all nonresident students no later than February 1 of each year. The fee will be calculated annually to cover the District's expense of education and brought forward for Board of Trustees' approval each January. The fee will be calculated by formula in accordance with California Education Code, and follow the guidelines of the California Community College Budget and Accounting Manual in determining the District's full expense of education. The nonresident tuition fee will be published in the College catalogs and on other print and electronic publications. The Chancellor or designee shall establish procedures regarding collection, waiver and refunds of nonresident tuition.~~

Nonresident students shall be charged nonresident tuition for all units enrolled, unless otherwise provided in law.

Not later than February 1 of each year, the Board of Trustees shall take action to establish nonresident tuition fees for the following fiscal year. The fees shall be calculated in accordance with guidelines contained in applicable state regulations and the *California Community Colleges Budget and Accounting Manual* to cover the District's expense of education.

The District may also implement a capital outlay fee equal to the amount expended by the District for capital outlay in the preceding fiscal year divided by the total full-time equivalent students in the preceding fiscal year.

The Chancellor shall establish procedures regarding collection, waiver, and refunds of nonresident tuition.

### *Reference:*

*California Education Code, Section ~~s~~ 76140-76141*

Adopted:	05-15-89	Technical	
Revised:	03-25-96	Update:	04-26-99
		Revised:	02-28-11

# BOARD POLICY

158

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

BOARD OF TRUSTEES

## POLITICAL ACTIVITY OF BOARD MEMBERS

Initiative or referendum measures may be drafted on an area of legitimate interest to the District. The Board may by resolution express the board's position on ballot measures. Public resources may be used only for informational efforts regarding the possible effects of District bond measures or other ballot measures.

~~Members of the Board of Trustees shall not use District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board.~~

~~Initiative or referendum measures may be drafted on an area of legitimate interest to the District. The Board may by resolution express the board's position on ballot measures. Public resources may be used only for informational efforts regarding the possible effects of District bond measures.~~

Members of the Board of Trustees or any District employee shall not use or reference the South Orange County Community College District, Saddleback College, Irvine Valley College, and/or Advanced Technology and Education Park (ATEP) names if they choose to endorse or urge defeat of any ballot measure, candidate, or legislation as a private citizen, unless they receive written approval from the Chancellor following consultation with the Board President.

Members of the Board of Trustees or any District employee shall not use District funds, services, supplies or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the governing board.

### *Reference:*

*Education Code Sections 7054.1; 7056;  
Government Code 8314*

**TO:** Board of Trustees

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

**RE:** SOCCCD: Board Policy Revision: BP-3700 Instructional and Course Materials Fees, BP-4010 Commitment to Diversity, BP-4018 Alcohol and Controlled Substances Testing, BP-4054 Political Activity of Employees, BP-4055 Academic and Business Hours for District and College Facilities, BP-4072 Domestic Partners, BP-4109 Transfer of Sick Leave for Academic and Classified Personnel, BP-4210 Employee Outstanding Service Awards, BP-4700 Whistleblower Protection, BP-5500 Student News Media, BP-6114 Contract Education

**ACTION:** Review and Study

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### **BACKGROUND**

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

### **STATUS**

Eleven board policies (EXHIBITS A through K) are presented to the Board of Trustees for review and study. The new language to the board policies was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq. EXHIBIT D, BP-4054 Political Activity of Employees, reflects changes requested by the Board from the November 19, 2018 meeting.

Legal counsel has been involved in the review process, as needed. The proposed policies were presented to the Chancellor's Council on November 29, 2018 for review and recommendation to the Chancellor.

### **RECOMMENDATION**

The Chancellor recommends that the Board of Trustees accept for review and study the board policies as listed.

# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

**3700**  
BUSINESS

## INSTRUCTIONAL AND COURSE MATERIALS FEES

Students may be required to provide instructional materials required for a credit or non-credit course. Such materials shall be of continuing value to a student outside of the classroom setting and shall not be solely or exclusively available from the District.

“Required instructional materials” means any materials which a student must procure or possess as a condition of registration, enrollment, or entry into a class; or any such material which the instructor determines is necessary to achieve the required objectives of a course.

~~The policy for requiring~~ R Requiring students to provide instructional and other materials and establishing the provisions for assessing the students a fee for a credit or non-credit course shall conform to the following guidelines:

1. The materials shall not include materials used or designed primarily for administrative purposes, class management, course management, or supervision.
- ~~1.2.~~ 2. The materials shall be ~~tangible~~ personal property which are owned or primarily controlled by an individual student.
- ~~2.3.~~ 3. The material is of a continuing value to the student outside of the classroom setting, which can be taken from the classroom setting, and which is not wholly consumed, used up or rendered valueless as it is applied in achieving the required objectives of a course which are to be accomplished under the supervision of an instructor during class hours.
4. Where the materials are available to a student through a license or access fee, the license or access fee shall be available to students for up to two years, satisfying the requirement that instructional materials must have continuing value outside the classroom setting. Students have the option of paying a lower price for a shorter access period. The terms of the license or access fee shall be provided to the student in a clear and understandable manner prior to purchase.
5. Faculty members shall take reasonable steps to minimize the cost and ensure the necessity of instructional materials.
- ~~3.6.~~ 6. The material shall not be solely or exclusively available from the ~~district~~ District except if it is provided to the student at the District's actual cost; and:

- a. The material is otherwise generally available, but is provided by the ~~district~~ District for health and safety reasons; or
- b. The material is provided in lieu of other generally available but more expensive material which would otherwise be required.

Any materials not meeting these guidelines will be provided by the District to students ~~as~~ at no cost to the student.

The college shall issue a full refund of material fees paid in the event a class is canceled by the college or if the student drops the class prior to the refund deadline. The students shall return all unused materials issued by the college to the faculty member.

~~This policy shall be published in all subsequent college catalogs~~ Each college will publish this policy in their college catalog.

*Reference:*

Education Code Section 76365

~~Title 5, California Code of Regulations, Part VI, Sections 59400~~ et.seq. ~~through 59408,~~

Adopted: 08-26-85  
Revised: 05-23-88  
Revised: 04-26-99

Revised: 11-17-10

# BOARD POLICY

4010

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## COMMITMENT TO DIVERSITY

The District is committed to employing qualified administrators, faculty, and staff members who are dedicated to student success. The Board recognizes that diversity in the academic environment fosters cultural awareness, promotes mutual understanding and respect, and provides suitable role models for all students. The Board is committed to hiring and ~~offering~~ professional development ~~processes~~—that support the goals of equal opportunity and diversity, and provide equal consideration for all qualified candidates.

### *Reference:*

*Education Code Section 87100 et seq.;*  
*Title 5, Section 53000, et seq.*

Adopted: 4-28-08

Reviewed by BPARAC & Chancellor on 9-24-12. No recommended change to policy.
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# BOARD POLICY

4018

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## ALCOHOL AND CONTROLLED SUBSTANCES TESTING

### AUTHORITY FOR POLICY AND TESTING

The District will comply with the Omnibus Transportation Employee Testing Act of 1991.

The Omnibus Act requires all operators of commercial motor vehicles (CMV's) to be tested for controlled substances and alcohol. It applies to all drivers required to obtain a commercial driver's license (CDL). Drivers to which federal drug testing requirements are newly applicable include, but are not limited to, drivers and their employers operating wholly in intrastate commerce, employed directly by federal, state and local governments, including school Districts ~~Districts~~ districts, and drivers with restricted-use CDL's or drivers in a state that does not recognize waiver CDL's.

Adopted: 12-04-95  
Revised: 4-26-99  
Revised: 1-20-04

Reviewed by BPARAC & Chancellor on 3-26-12.  
No recommended change to policy



# BOARD POLICY

4054

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## POLITICAL ACTIVITIES ACTIVITY OF EMPLOYEES

The Board of Trustees establishes the following ~~rules and regulations~~ policy relating to the political activities ~~activity~~ of officers and employees: ~~during working hours:~~

1. ~~This policy prohibits political activity only during an employee's working hours, and It shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time. "Non-working time" means time outside an employee's working hours, whether before or after school or during the employee's luncheon period or other scheduled work intermittency during the school day.~~
2. District employees shall not use or reference the South Orange County Community College District, Saddleback College, Irvine Valley College, and/or Advanced Technology and Education Park (ATEP) names if they choose to endorse any ballot measure, candidate, or legislation as a private citizen, unless they receive prior written approval from the Chancellor following consultation with the Board President.
- ~~1.3. Employees shall not use District funds, services, supplies, or equipment to urge the passage or defeat of any ballot measure or candidate, including, but not limited to, any candidate for election to the Board of Trustees.~~
- ~~1. This policy prohibits political activity only during an employee's working hours, and shall not be construed to prohibit an employee from urging the support or defeat of a ballot measure or candidate during nonworking time. "Non-working time" means time outside an employee's working hours, whether before or after school or during the employee's luncheon period or other scheduled work intermittency during the school day.~~
4. District resources may be used to provide information to the public about the possible effects of a bond issue or other ballot measure if both the following conditions are met:
  - a. The informational activities are otherwise authorized by the Constitution or laws of the State of California; and
  - b. The information provided constitutes a fair and impartial presentation of relevant facts to aid the electorate in reaching an informed judgment regarding the bond issue or ballot measure.

### References:

California Education Code, Sections 7050, ~~7054(b)~~, ~~7055~~, and 7056  
Government Code, Section 8314

Adopted: 6-04-69  
Revised: 4-24-89  
Revised: 4-26-99  
Revised: 1-31-05  
Reviewed: 5-19-14

# BOARD POLICY

4055

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## ACADEMIC AND BUSINESS HOURS FOR DISTRICT AND COLLEGE FACILITIES

The Chancellor shall establish academic and business operating hours for the District and college facilities.

~~The Chancellor will establish Administrative Regulations governing access to college facilities by employees during non-business hours.~~

Adopted: 2-11-80  
Revised: 4-10-89  
Revised: 6-21-93  
Revised: 4-26-99  
Revised: 5-24-04  
Revised: 1-31-05  
Revised: 11-14-05

Reviewed by BPARAC & Chancellor on 6-6-11 No Recommended Change to Policy
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# BOARD POLICY

4072

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## DOMESTIC PARTNERS

All references to “spouses” in the District’s policies or procedures shall be read to include registered domestic partners as defined under state law.

### *Reference:*

*Family Code Sections 297, 298, 298.5, 297.5, 299, 299.2, and 299.3.*

Adopted: 5-27-08

Reviewed by BPARAC & Chancellor on 9-24-12. No recommended change to policy
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# BOARD POLICY

4109

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## TRANSFER OF SICK LEAVE FOR ACADEMIC AND CLASSIFIED PERSONNEL

At the time of employment, any ~~academic~~ employee who is a former academic or classified employee of another California school or community college district, county superintendent's office, or the State Chancellor's office for more than one (1) year may initiate a request with the Office of Human Resources to have transferred from the previous school or community college district, the total number of leave of absence for illness or injury days to which the employee is entitled. As soon as the transfer process is completed the appropriate number of days will be credited to the employee.

### *Reference:*

*California Education Code, Sections 87781-87783, Title 5*  
*California Code of Regulations, Section 53125*

Adopted: 9-25-67

Revised: 11-26-79

Revised: 4-10-89

Revised: 2-28-94

Revised: 4-26-99

Revised: 10-24-05

Reviewed by BPARAC & Chancellor on 5-31-11 No Recommended Change to Policy
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# BOARD POLICY

4210

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## EMPLOYEE OUTSTANDING SERVICE AWARDS

The Board of Trustees recognizes the significant contributions which employees make to the South Orange County Community College District.

The colleges and district services will develop their own appropriate processes for selection of outstanding service awards that will be defined and made available.

Adopted: 06-01-92      Reviewed: 10-13-10  
Technical                      Revised 04-30-12  
Update: 04-26-99

# BOARD POLICY

4700

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

## WHISTLEBLOWER PROTECTION

The Chancellor shall establish Administrative Regulations regarding the reporting and investigation of suspected unlawful activities by district employees, and the protection from retaliation of those who make such reports in good faith and/or assist in the investigation of such reports. For the purposes of this policy and any implementing regulations, “unlawful activity” refers to any activity—intentional or negligent—that violates state or federal law, local ordinances, or District policy.

The regulations shall provide that individuals are encouraged to report suspected incidents of unlawful activities without fear of retaliation, that such reports are investigated thoroughly and promptly, remedies are applied for any unlawful practices and protections are provided to those employees who, in good faith, report these activities and/or assist the District in its investigation.

Furthermore, district employees shall not: (1) retaliate against an employee or applicant for employment who has made a protected disclosure, assisted in an investigation, or refused to obey an illegal order; or (2) directly or indirectly use or attempt to use the official authority or influence of his or her position for the purpose of interfering with the right of an applicant or an employee to make a protected disclosure to the District. The District will not tolerate retaliation, and will take whatever action may be needed to prevent and correct activities that violate this policy, including discipline of those who violate it up to and including termination.

### *References:*

*Education Code Sections 87160-87164;*

*Labor Code Section 1102.5*

*Government Code Section 53296*

*Private Attorney General Act of 2004 (Labor Code Section (2698)*

*Affordable Care Act (29 U.S.C. 218C)*

# BOARD POLICY

5500

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

STUDENTS

## STUDENT NEWS MEDIA

Student news media are any new/feature publications or broadcasts produced by students as a learning experience that is an integral part of an instructional program. These media include, but are not limited to, a student newspaper, broadcast news journalism, and Internet news journalism.

Student news media, as laboratory publications of the journalism and the communication arts curricula, shall provide vehicles to train students for careers in mass communications. Student news media should also serve the entire college community by reporting the news, including college events and activities, providing a forum for comment and criticism, and encouraging free expression as guaranteed in the First Amendment to the Constitution of the United States.

Student news media are valuable aids in establishing and maintaining an atmosphere of free and responsible discussion. Student news media exercise editorial freedom in order to maintain their integrity as vehicles for free inquiry and free expression in the college community. At the same time, the editorial freedom of the student news media shall entail corollary responsibilities.

The editorial and advertising materials published in each medium, including any opinions expressed, are the responsibility of the student staff. An editorial board, comprised of members of the student staff, shall be formed for each news medium involved. Under appropriate state and federal court decisions, these materials are free from prior restraint by virtue of the First Amendment to the ~~United States~~ Constitution of the United States.

Adopted: 10-13-69

Revised: 1-01-82

Revised: 5-15-89

Technical Update: 4-26-99

Revised: 8-27-12

11.16.18 BPARC

# BOARD POLICY

SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

6114

BUSINESS

## CONTRACT EDUCATION

The District may contract for training and/or instructional classes to be offered in service to public or private entities, agencies or groups.

### CONTRACT RATIFICATION BY GOVERNING BOARD OR DISTRICT ADMINISTRATION

The District's Governing Board shall ratify all performance agreements. For the purpose of this procedure, performance agreements are defined as a contract that requires an expenditure tied to specific deliverables.

The Chancellor or designee shall have authority to ratify agreements which do not involve District expenditure. Examples include income generating agreements, facility use agreements, and service agreements in which the parties agree to perform specific roles in exchange for service.

Contracted services shall be self-supporting and shall not use unrestricted general funds of the District for the direct cost of delivery.

#### *References:*

*Title 5 Section 55170*

*Education Code 78020 - 78022*



**TO:** Board of Trustees

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

**RE:** SOCCCD: Approval of Agreement for HR/Financial Software System, Workday, Inc.

**ACTION:** Approval

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**BACKGROUND**

On January 27, 2014, the Board of Trustees approved the Master Services Agreement (MSA) with Workday, Inc. for Human Resource and Financial Software Systems for a five-year term effective January 28, 2014 through January 27, 2019.

**STATUS**

The District continues to use Workday Inc. Human Resource and Financial Software Systems as its primary cloud-based enterprise resource planning (ERP) suite in support of the human resource and finance operations. With the expiration of the original MSA on January 27, 2019, the renewal of the entire Workday suite is required. The District has negotiated the annual subscription renewal for the five-year term under the provisions of a new MSA. The annual subscription has been negotiated at a fixed 3% increase though the five-year term starting January 28, 2019 to January 27, 2024. All other terms and conditions of the new MSA remain the same (EXHIBIT A).

Basic aid allocation of funds is available for the renewal term.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees approve the Master Services Agreement with Workday, Inc. for Human Resource and Financial Software Systems in the amount of \$585,901 per year for a total amount not to exceed \$2,929,505 for a five-year term effective January 28, 2019.



00167241.0 – Confidential

## **MASTER SUBSCRIPTION AGREEMENT**

This Master Subscription Agreement, ("**Agreement**") effective as of the later of the dates beneath the parties' signatures below ("**Effective Date**"), is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588 and **South Orange County Community College District ("Customer")**, a California community college district with offices at 28000 Marguerite Pkwy, Mission Viejo, CA 92692. Whereas, Workday provides a subscription Service, Customer desires to subscribe to the Service, and this business relationship and the allocation of responsibilities regarding such Service are set forth in this Agreement. Therefore, the parties agree as follows:

### **1. Customer's Use of the Service.**

**1.1 Provision of the Service.** Workday shall: (i) make the Service available in accordance with this Agreement, the Documentation, and the SLA to Customer during the Term pursuant to this Agreement; (ii) not use Customer Data except to provide the Service, or to prevent or address service or technical problems, in accordance with this Agreement and the Documentation or in accordance with Customer's instructions; and (iii) not disclose Customer Data to anyone other than Authorized Parties. The Service is provided in U.S. English. Workday has translated portions of the Service into other languages. Customer and its Authorized Parties may only use the translated portions of the Service for the number of languages listed in the applicable Order Form. Workday will provide service credits to Customer according to the *Workday SLA Service Credit Exhibit* attached hereto.

**1.2 Customer Obligations.** Customer may enable access of the Service for use only by Authorized Parties solely for the internal business purposes of Customer and its Affiliates in accordance with the Documentation and not for the benefit of any third parties. Customer is responsible for all Authorized Party use of the Service and compliance with this Agreement. Customer shall: (a) have sole responsibility for the accuracy, quality, and legality of all Customer Data; and (b) prevent unauthorized access to, or use of, the Service, and notify Workday within one (1) business day of discovering any such unauthorized access or use. Customer shall not: (i) use the Service in violation of applicable Laws; (ii) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) send or store Malicious Code in connection with the Service; (iv) interfere with or disrupt performance of the Service or the data contained therein; or (v) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. Customer shall designate a maximum number of named contacts as listed in the applicable Order Form to request and receive support services from Workday. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Customer shall be liable for the acts and omissions of all Authorized Parties and Customer Affiliates relating to this Agreement.

### **2. Fees.**

**2.1 Invoices & Payment.** Fees for the Service will be invoiced in accordance with the relevant Order Form. Except as otherwise set forth in an Order Form, all fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Except as otherwise stated in an Order Form, all fees are quoted and payable in United States dollars and are based on Service rights acquired and not actual usage. Customer shall provide Workday with complete and accurate billing and contact information including a valid email address for receipt of invoices. Upon Workday's request, Customer will make payments via wire transfer.

**2.2 Non-cancelable & non-refundable.** Except as specifically set forth to the contrary under Section 6.2 "Warranty Remedies", Section 7.1 "Indemnification by Workday", Section 9 "Term & Termination", and under the SLA, all payment obligations under any and all Order Forms are non-cancelable and all payments made are non-refundable. The license rights for the number of Employees set forth on any respective Order Form cannot be decreased during the Term of that Order Form.

**2.3 Overdue Payments.** Any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

**2.4 Non-Payment Suspension of Service.** (f Customer's account is more than thirty (30) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to suspend the Service upon thirty (30) days after receipt of written notice, without liability to Customer, until such amounts are paid in full. Such notice shall clearly and prominently state that the Service is at risk of suspension and shall not solely take the form of an invoice with an overdue notice.



00167241.0 – Confidential

## **MASTER SUBSCRIPTION AGREEMENT**

**2.5 Taxes.** Customer has represented to Workday that it is a tax exempt entity and shall provide Workday with its tax exemption certificate. Except as otherwise stated in an Order Form, Workday's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). To the extent that transactions with Customer are not considered tax-exempt, Customer is responsible for paying all sales or use Taxes associated with its acquisitions hereunder, this Agreement, and the Service. Workday shall pay all contributions, taxes and premiums payable under federal, state and local laws measured upon the payroll of employees engaged in the performance of work under this Agreement, and all applicable excise, transportation, privilege, occupational and other taxes applicable to furnish the work performance hereunder (other than sales and use taxes, which shall be the responsibility of Customer) and shall save Customer harmless from liability for any such contributions, premiums, and taxes for Workday's employees and subcontractors, if applicable. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.

**2.6 Employee Count Verification.** The Order Form(s) will identify the metric upon which the Service fees are based ("Employee Count") and the quantum of that metric which is authorized by the subscription fees. The Order Form may identify a schedule for Customer to report its usage metric. Workday may periodically confirm the number of records on its hosted servers and if the number of records or an external report made to a government agency or the media suggests that the reporting provided by Customer was not accurate, Workday will contact Customer to resolve the discrepancy. In addition, unless the Order Form states a different schedule, upon Workday's request but not more frequently than quarterly, Customer will report to Workday its actual Employee Count.

### **3. Proprietary Rights.**

**3.1 Ownership and Reservation of Rights to Workday Intellectual Property.** Workday and its licensors own all right, title and interest in and to the Service, Documentation, and other Workday Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Workday reserves all rights, title and interest in and to the Service, and Documentation, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

**3.2 License Grant.** Workday hereby grants Customer a non-exclusive, nontransferable, right to use the Service and Documentation, solely for the internal business purposes of Customer and Affiliates and solely during the Term, subject to the terms and conditions of this Agreement within scope of use defined in the relevant Order Form.

**3.3 License Restrictions.** Customer shall not (i) modify, copy or create any derivative works based on the Service or Documentation; (ii) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party, other than to Authorized Parties as permitted herein; (iii) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (iv) access the Service or Documentation in order to build any commercially available product or service; or (v) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation.

**3.4 Ownership of Customer Data.** Customer owns its Customer Data and shall retain ownership of all Customer Data.

**3.5 Customer Input.** Workday shall have a non-exclusive royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Service any Customer Input. Workday shall have no obligation to make Customer Input an Improvement. Customer shall have no obligation to provide Customer Input. Workday acknowledges and understands that Customer has no authority and cannot require that consultants or other third-parties assign any license rights to Workday.

**3.6 Aggregated Data Use.** Workday owns the aggregated and statistical data derived from the operation of the Service, including, without limitation, the number of records in the Service, the number and types of transactions, configurations, and reports processed in the Service and the performance results for the Service (the "Aggregated Data"). Nothing herein shall be construed as prohibiting Workday from utilizing the Aggregated Data for purposes of operating Workday's business, provided that the Aggregated Data will not include Customer Data or Confidential Information, including the identity, or any information that could be used to determine the identity, whether directly or indirectly, of any individual or specific data



00167241.0 – Confidential

## **MASTER SUBSCRIPTION AGREEMENT**

entered by any individual into the Service or the identity of Customer as the sole source of the Aggregated Data or any subset of Aggregated Data. In no event shall the Aggregated Data include any personally identifiable information.

### **4. Confidentiality.**

**4.1 Confidentiality.** A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement except with the other party's prior written permission.

**4.2 Protection.** Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

**4.3 Compelled Disclosure.** A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure. Customer is subject to the California Public Records Act, (Gov. Code § 6250 et seq.) If a request under the California Public Records Act is made to view Workday's Confidential Information. Customer shall notify Workday of the request and the date that such records will be released to the requester unless Workday obtains a court order enjoining that disclosure. If Workday fails to obtain a court order enjoining that disclosure, Customer will release the requested information on the date specified. Notwithstanding the foregoing, to the extent that Workday identifies any Confidential Information as qualifying as a Trade Secret under California law when the public records request is made, and supplies justification for such status, pursuant to Gov. Code §6254(k) and Evid. Code §1060 through written notice from Workday's Counsel, Customer shall determine whether the records so identified by Workday are a trade secret and, for portions of records it has determined are trade secrets, shall not disclose such portions unless it receives a court order compelling disclosure, so long as Workday indemnifies Customer against all third party claims arising from failure to disclose such information. In the event that the California Attorney General recommends a different process for the treatment of information that is claimed to be a trade secret, the parties agree that Customer may use such process.

**4.4 Remedies.** If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

**4.5 Exclusions.** Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; (iv) is received from a third party without breach of any obligation owed to the other party. Customer Data shall not be subject to the exclusions set forth in this Section.

### **5. Customer Data.**

**5.1 Protection and Security.** During the Term of this Agreement, Workday shall maintain a formal security program materially in accordance with industry standards that is designed to: (i) ensure the security and integrity of Customer Data; (ii) protect against threats or hazards to the security or integrity of Customer Data; and (iii) prevent unauthorized access to Customer Data. Such security program will conform to the Workday Security Exhibit attached hereto, and is further described in Workday's most recently completed Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports or industry-standard successor reports. The most recently completed, as of the Effective Date, SOC1 and SOC2 audit reports are referred to as the "Current Audit Reports". In no event during the Term shall Workday materially diminish the protections provided by the controls set forth in the Agreement, Workday's Security Exhibit and the Current Audit Reports. Customer does not need to participate in the Customer Audit Program described in the Data Processing Exhibit in order to receive Workday's most recent SOC1 and SOC2 reports. Workday is self-certified to the EU-U.S. Privacy Shield Framework maintained by the U.S. Department of Commerce ("Privacy Shield") and will remain certified for the Term of the Agreement provided that the Privacy Shield is recognized by the European Commission as a legitimate basis for the transfer of Personal Data to an entity located in the United States. The Data Processing Exhibit attached hereto will apply to the processing of Personal Data (as defined in the Data Processing Exhibit), Workday designs its Service to allow





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Customers to achieve differentiated configurations, enforce user access controls, and manage data categories that may be populated and/or made accessible on a country by-country basis. Customer understands that its use of the Service and compliance with any terms hereunder does not constitute compliance with any Law. Customer understands that it has an independent duty to comply with any and all Laws applicable to it. Workday recognizes that Customer is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and that Workday may have access to student information during the performance of the Service. Workday agrees that it is a "School Official" (as that term is used in FERPA) with a "legitimate educational interest" in any Customer Data that is protected by FERPA and, therefore, Workday agrees that with respect to all Customer Data that is protected by FERPA, to the extent that Workday accesses unencrypted Customer Data that is subject to FERPA, Workday will comply with all obligations of a School Official with respect to such access. Any and all rules and procedures that apply to Customer shall apply to Workday as a third party service provider. Workday certifies that it is familiar with the federal and state laws, as well as any other applicable requirements for the storage and transmission of Customer Data and Workday will comply with all such requirements.

**5.2 Unauthorized Disclosure.** If either party believes that there has been a disclosure of Customer Data to anyone other than an Authorized Party or Workday, such party must promptly notify the other party, including providing such notice within any time frame required by applicable Law. Additionally, each party will reasonably assist the other party in remediating or mitigating any potential damage, including any notification which should be sent to individuals impacted or potentially impacted, or the provision of credit reporting services to such individuals. Each party shall bear the costs of such remediation or mitigation to the extent the breach or security incident was caused by it.

### **6. Warranties & Disclaimers.**

**6.1 Warranties.** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that during the Term (i) the Service shall perform substantially in accordance with the Documentation; and (ii) the functionality of the Service will not be substantially decreased during the Term and (iii) it will use commercially reasonable efforts to prevent the introduction of Malicious Code into the Service (except for any Malicious Code submitted by Customer or its Authorized Parties to the Service).

**6.2 Warranty Remedies.** Workday shall correct the non-conforming Service at no additional charge to Customer, or in the event Workday is unable to correct such deficiencies after good-faith efforts, Workday shall refund Customer amounts paid that are attributable to the defective Service from the date Workday received such notice. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days of the first date the deficiency is identified by Customer. The remedies set forth in this subsection 6.2 shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless Workday fails to provide the remedy within a reasonable amount of time; in which case the failure to cure the breach of warranty can be treated as a material breach of the Agreement and Customer shall have all other remedies available under the law or equity.

**6.3 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICE.

### **7. Mutual Indemnification.**

**7.1 Intellectual Property Indemnification by Workday.** Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of the Service as contemplated hereunder infringes a copyright, a U.S. patent, trade name, trade secret, trademark or other proprietary or contractual right of a third party; provided, however, that Customer: (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Customer may participate



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in the defense of any Claim at its own expense if required to do so by the California Attorney General and Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Workday shall not be required to indemnify Customer to the extent that the Claim arises from: (w) modification of the Service by Customer, its Employees, or Authorized Parties in conflict with Customer's obligations or as a result of any prohibited activity as set forth herein; (x) use of the Service in a manner inconsistent with the Documentation; (y) use of the Service by Customer in combination with any other product or service not provided by Workday where use of the Service alone would not give rise to a Claim of infringement; or (z) use of the Service in a manner not otherwise contemplated by this Agreement. If Customer is enjoined from using the Service or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Service or to replace or modify the Service so that it is no longer infringing, so long as the replacement or modified Service provides the same level and quality of the Service set forth in this Agreement. If neither of the foregoing options is reasonably available to Workday, then use of the Service may be terminated at the option of Workday and Workday's sole liability shall be to provide the indemnity in this Section 7.1 and Workday shall refund any prepaid fees for the impacted portions of the Service that were to be provided after the effective date of termination.

**7.2 Indemnification by Customer.** Customer shall defend, indemnify and hold Workday harmless from any Claims made or brought by a third party alleging that the Customer Data infringes the rights of, or has caused harm to, a third party or violates any Law; provided, however, that Workday: (a) promptly gives written notice of the Claim to Customer; (b) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless it unconditionally releases Workday of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance.

### **8. Limitation of Liability.**

**8.1 Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) EITHER PARTY'S INDEMNIFICATION AND/OR INSURANCE OBLIGATIONS; (ii) CUSTOMER'S PAYMENT OBLIGATIONS; AND/OR (iii) CLAIMS FOR BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE PERSONAL PROPERTY TO THE EXTENT RESULTING FROM WORKDAY'S WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY'S (OR WORKDAY'S THIRD PARTY LICENSORS') AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE SUBSCRIPTION FEES ACTUALLY PAID BY CUSTOMER IN CONSIDERATION FOR WORKDAY'S SERVICE DELIVERY DURING THE IMMEDIATELY PRECEDING EIGHTEEN (18) MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE (OR, FOR A CLAIM ARISING BEFORE THE FIRST EIGHTEEN MONTHS AFTER THE EFFECTIVE DATE, THE AMOUNT PAID FOR THE FIRST EIGHTEEN MONTH PERIOD).

**8.2 Exclusion of Damages.** EXCEPT WITH RESPECT TO CUSTOMER'S PAYMENT OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, COST OF DATA RECONSTRUCTION, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS OR SUBCONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

### **9. Term & Termination.**

**9.1 Term of Agreement.** The term of this Agreement commences on the Effective Date and continues until the stated term in all Order Forms has expired or has otherwise been terminated, unless otherwise extended pursuant to the written agreement of the parties. Notwithstanding the foregoing, in no event shall the term of any Order Form, extend beyond that date which is five (5) years from the Effective Date of this Agreement. Subscriptions to the Service commence on the date, and are for a period, as set forth in the applicable Order Form.

**9.2 Termination.** Either party may terminate this Agreement: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to



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insolvency, receivership, liquidation or assignment for the benefit of creditors. Customer may terminate this Agreement pursuant to Section 9.3. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon any termination by Customer pursuant to this section, Workday shall refund Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

**9.3 Loss of Funding.** Performance by Customer under the Agreement may be dependent upon the appropriation and allotment of funds by Customer's Board of Trustees, (collectively, the "funding Sources") Customer shall in good faith seek funds from the Funding Sources for payment of amounts due under Order Forms. If the Funding Sources fail to appropriate or allocate the necessary funds, then Customer will issue written notice to Workday and Customer may terminate the Agreement or the impacted Order Form(s) without further duty or obligation as to all unfunded periods occurring after receipt of such notice. Upon request by Workday, Customer shall identify to Workday the extent to which funds have been allocated for individual Order Forms.

**9.4 Effect of Termination.** Upon any termination of this Agreement, Customer shall, as of the date of such termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Data") and Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Workday prior to the effective date of termination. Termination for any reason other than Workday's uncured material breach, in accordance with the SLA Service Credit Exhibit, or for Loss of Funding shall not relieve Customer of the obligation to pay all future amounts due under all terminated Order Forms.

**9.5 Retrieval of Customer Data.** Upon request by Customer made within thirty (30) days after any expiration or termination of this Agreement, Workday will make Customer Data available to Customer through the Service on a limited basis solely for purposes of Customer retrieving Customer Data for a period of up to thirty (30) days after such request is received by Workday. After such thirty (30) day period, Workday will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data. Additionally, during the Term of the Agreement, Customers can extract data using Workday's standard web services. If Customer requires Workday's assistance, Customer may acquire Workday professional services at Workday's then-current billing rates pursuant to a separately executed Statement of Work and Professional Services Agreement. Customer will determine the scope of the professional services engaged to extract data from the Workday system and as such may increase or decrease Workday's professional services involvement in order to control costs.

**9.6 Surviving Provisions.** The following provisions of this Agreement shall not survive and will have no further force or effect following any termination or expiration of this Agreement: (i) subsection (i) of Section 1.1 "Provision of the Service"; (ii) Section 3.2 "License Grant"; and (iii) any Order Form(s) except for any payment obligations due pursuant to Section 9.5. All other provisions of this Agreement, including all Exhibits to the extent that they contain ongoing confidentiality obligations, shall survive any termination or expiration of this Agreement.

### **10. General Provisions.**

**10.1 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

**10.2 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Workday shall be addressed to the attention of its Legal Department with a copy by email sent to legal@workday.com. Notices to Customer shall be addressed to South Orange County Community College District, Vice Chancellor of Business Services, 28000 Marguerite Parkway, Mission Viejo, CA 92692. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

**10.3 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. Any waiver by either Customer or Workday must be in writing signed by both parties. Any waiver of any provision of this Agreement shall not preclude a party from using any other right or remedy available under this Agreement as cure of any default or for any





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later default.

**10.4 Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, act of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused. If the force majeure in question prevails for a continuous period in excess of thirty (30) calendar days, the parties shall enter into good faith discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements, including termination of this Agreement.

**10.5 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement and all past due fees are paid in full except that Customer shall have no right to assign this Agreement to a direct Competitor of Workday. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**10.6 Governing Law; Waiver of Jury Trial.** This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. Venue shall be in Orange County, California. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto.

**10.7 Export.** Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo if such embargo prohibits use of the Service in or from such country; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction.

**10.8 Insurance.** Workday will maintain during the entire Term of this Agreement, at its own expense, the following insurance: (a) statutory workers' compensation insurance and employer's liability insurance as required by applicable law; (b) a commercial general liability policy with an aggregate limit of no less than \$2,000,000; (c) an automobile insurance policy with an aggregate limit of no less than \$1,000,000; (d) a professional liability errors & omissions policy including Cyber Liability Insurance to cover crisis management/breach response coverage, cyber extortion, and privacy regulatory proceedings coverage with an aggregate limit of no less than \$5,000,000; and (e) a crime policy with an aggregate limit of no less than \$5,000,000. Upon Customer's request, Workday shall provide certificates of insurance as evidence for these coverages and limits.

**10.9 Good Faith Negotiations and Independent Representation.** The parties hereto acknowledge and agree that they have negotiated the terms of this Agreement in good faith and had the opportunity to be represented by independent counsel throughout all negotiations, which preceded the execution of this Agreement

**10.10 Compliance with Applicable Laws.** Workday agrees to comply with all federal, State and local laws, rules, regulations and ordinances that are now or may in the future become applicable to Workday's business operations. Notwithstanding the foregoing, the Service does not include legal advice or compliance services and Customer is responsible for ensuring that it uses the Service in compliance with all applicable federal, State and local laws, rules, regulations, and ordinances.

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





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**10.12 Use of Customer Name.** Pursuant to Education Code section 71025, Workday shall not, without the express written permission of the Board of Governors of the California Community Colleges or authorized agent, use the name, or any abbreviation of it, or any name of which these words are a part in any of the following ways to imply, indicate or otherwise suggest that any organization, or any product or service of that organization, is connected or affiliated with, or is endorsed, favored or supported by, or is opposed by one or more California Community Colleges, the Board of Governors of the California Community Colleges, or the office of the Chancellor of the California Community Colleges. Notwithstanding the foregoing, Workday may use Customer's name in lists of customers and on its website, including, but not limited to, Workday's community portal as long as such use does not suggest endorsement by Customer or the Board of Governors of the California Community Colleges; however, such usage shall not be classified as an advertisement but only identification as an entity who receives Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format only to identify Customer as an entity that receives Service from Workday.

**10.13 Audit Financial Billing.** During the Term of this Agreement but not more frequently than once per year, Workday shall make available to Customer or its chosen independent third party auditor, for examination only those financial books, records, and files of Workday that are necessary for Customer to verify Workday's charges for the Service provided under any Order Form(s) issued hereunder. Workday shall maintain complete and accurate records as is reasonably necessary to substantiate such charges. Customer shall provide Workday with reasonable notice prior to conducting such financial audit and the parties shall mutually agree upon the timing of such financial audit which shall be conducted in a manner that is not disruptive to Workday's business operations. Customer will pay for all costs related to such audits. Such right shall not extend to or require on-site audits of Workday's operations or third party hosting facilities, disclosure of any confidential information of any other Workday customer, or Workday's payroll records or other financial records not related to Service fees invoiced to Customer.

**10.14 Use by other Entities.** The parties agree that other public sector entities, including state agencies, local governments, local school systems, courts, and public institutions of higher education may utilize the terms of this Agreement to purchase services from Workday. The parties understand that pricing is specific to utilization metrics and the choice of Workday Service components and that other entities will not pay the same price as Customer. Any such other entity shall be responsible for complying with its relevant procurement rules and regulations. Customer will in no way whatsoever incur any liability to Workday, such entities, or others in relation to specifications, delivery, payment, or any other aspect of actions or omissions by such entities. An entity wishing to utilize this Agreement will execute its own Order Form which references this Agreement and incorporates it by reference or may, at its option, choose to have a copy of this Agreement executed in its own name.

**10.15 Miscellaneous.** This Agreement, including all exhibits (including, but not limited to, the SLA, Data Processing Exhibit, Workday SLA Service Credit Exhibit, and Workday Security Exhibit) and addenda hereto and all Order Forms, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the provisions of an Order Form shall take precedence over provisions of the body of this Agreement and over any other Exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other customer order documentation (other than an Order form executed by both parties) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

### **11 Definitions.**

**"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

**"Agreement"** means this Master Subscription Agreement, including the Workday Production Support and Service Level



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## **MASTER SUBSCRIPTION AGREEMENT**

Availability Policy, Workday Security Exhibit, Workday Data Processing Exhibit, and any exhibits or attachments hereto, and any fully executed Order Form.

**"Authorized Parties"** means Customer's Employees and third party providers authorized to access Customer's Tenants and/or to receive Customer Data by Customer (i) in writing, (ii) through the Service's security designation, or (iii) by system integration or other data exchange process.

**"Competitor"** means any entity that may be reasonably construed as offering competitive functionality or services to those offered by Workday. If the parties cannot agree on whether an entity is a Competitor, then the opinion of three (3) financial analysts with adequate knowledge of the human resources and/or financials software and services industry (chosen by mutual agreement of the parties) commissioned at Workday's sole expense, shall determine such.

**"Confidential Information"** means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Data; and (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary.

**"Customer Data"** means the electronic data or information submitted by Customer or Authorized Parties to the Service.

**"Customer Input"** means suggestions, enhancement requests, recommendations or other feedback provided by Customer, and its Employees, but excluding any third party consultants relating to the operation or functionality of the Service.

**"Data Processing Exhibit"** means the *Data Processing Exhibit Workday, Inc. Data Center in U.S.*, which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations,

**"Documentation"** means Workday's electronic and hardcopy user guide for the Service which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations.

**"Employee" or "Worker"** means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose active business record(s) are or may be managed by the Service and for which a subscription to the Service has been purchased pursuant to an Order Form. The number of permitted Employees will be as set forth in the applicable Order Form. Information related to former employees, consultants, contingent workers, independent contractors and retirees in the form of static, historical records may be maintained in the system but shall be excluded from the calculation of Employees unless self-service access to the record through the Service is provided to the individual.

**"Improvements"** means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

**"Intellectual Property Rights"** means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

**"Law"** means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

**"Malicious Code"** means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

**"Order Form"** means the separate ordering documents under which Customer subscribes to the Workday Service pursuant to this Agreement that have been fully executed by the parties.



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## **MASTER SUBSCRIPTION AGREEMENT**

**"Production"** means the Customer's or all Employee's use of or Workday's written verification of the availability of the Service (i) to administer Employees; (ii) to generate data for Customer's books/records or (iii) in any decision support capacity.

**"Service"** means Workday's software-as-a-service applications as described in the Documentation and subscribed to under an Order Form, including without limitation, any Improvements.

**"SLA"** means the *Workday Production Support and Service Level Availability Policy*, which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations.

**"Tenant"** means a unique instance of the Service with a separate set of customer data held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

**"Workday Security Exhibit" or "Security Exhibit"** means the *Security Exhibit*, which may be updated by Workday from time to time, subject to the warranty found in Section 6.1 (ii) and so long as any update will not add additional Customer obligations.



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## **MASTER SUBSCRIPTION AGREEMENT**

IN WITNESS WHEREOF the parties' authorized signatories have duly executed this Agreement.

**South Orange County Community College District**

**Workday, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed



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## **MASTER SUBSCRIPTION AGREEMENT**

### **WORKDAY SLA SERVICE CREDIT EXHIBIT**

In the event of a failure by Workday to meet the Service Availability and Service Response minimums as set forth in the SLA, as Customer's sole and exclusive remedy, at Customer's request, Workday shall provide service credits in accordance with the following:

- a. First month of missed Service Availability or Service Response Minimum: the parties shall meet to discuss possible corrective actions;
- b. Second month in any rolling six (6) month period: 10% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- c. Third month in any rolling six (6) month period: 20% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- d. Fourth month in any rolling six (6) month period: 30% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- e. Fifth month in any rolling six (6) month period: 40% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- f. Sixth month in any rolling six (6) month period: 50% of Subscription Fee paid to Workday for the applicable month for the affected Service;
- g. More than three (3) months in any rolling six (6) month period: Within thirty (30) days of such failure either party shall have the option to terminate the entire Agreement and upon such termination Customer shall receive a refund of all prepaid subscription fees that are unearned as of the date written notice of such termination is effective.
- h. If more than one of the above (a through g) is triggered, Customer will be eligible for the greater amount for the applicable month only. Credits shall be deducted from subsequent invoices for subscription fees or other fees or, upon expiration or termination of the Agreement, paid to Customer directly.





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## **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement ("**Agreement**" or "**PSA**"), effective as of the later of the dates beneath the parties' signatures below ("**Effective Date**"), is by and between **Workday, Inc. ("Workday")** a Delaware corporation with offices at 6110 Stoneridge Mall Road, Pleasanton, CA 94588 and **South Orange County Community College District ("Customer")**, a California corporation with offices at 28000 Marguerite Pkwy, Mission Viejo, California 92692 United States. Whereas, Workday offers professional services in conjunction with its hosted application service; Customer desires to obtain such professional services; and this business relationship and the allocation of responsibilities are set forth in this Agreement. Therefore, the parties agree as follows:

**1. Professional Services to be provided by Workday.** Workday shall perform the services ("Professional Services") in the form, type and manner provided in one or more statements of work that refer to this Agreement and upon execution by the parties are made a part hereof (each a "Statement of Work" or "SOW").

**2. Fees and Expenses.**

**2.1 Invoices & Payment.** Customer shall pay Workday Professional Services Fees at the rates set forth in the applicable Statement of Work. Professional Services Fees and all other fees due hereunder will be invoiced to Customer in the United States and payment will be remitted by Customer from the United States. All fees due hereunder (except fees subject to good faith dispute) shall be due and payable within thirty (30) days of invoice date. Workday may send all Customer invoices electronically (by email or otherwise). All fees are quoted and payable in United States Dollars. Customer shall provide Workday with complete and accurate billing contact information including a valid email address. Upon Workday's request, Customer will make payments via electronic bank transfer. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@Workday.com](mailto:Accounts.Receivable@Workday.com).

**2.2 Expenses.** Customer shall reimburse Workday for all reasonable and necessary travel and living expenses incurred by Workday in the performance of the Professional Services under this Agreement. Upon Customer's written request, Workday will submit supporting expense documentation and copies of receipts to Customer for expenses over Twenty-Five United States Dollars (\$25).

**2.3 Non-cancelable & non-refundable.** Except as specifically set forth to the contrary under Section 6.2 "**Warranty Remedies**", Section 7.1 "**Infringement**", or under the applicable Statement of Work, all payment obligations for Professional Services actually provided to Customer under any and all Statements of Work are non-cancelable and amounts paid are non-refundable.

**2.4 Overdue Payments.** Any payment not received from Customer by the due date under each applicable SOW may accrue (except with respect to charges then under reasonable and good faith dispute), at Workday's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

**2.5 Possible Suspension of Professional Services.** If Customer's account is more than thirty (30) days overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Workday reserves the right to cease providing Professional Services to Customer, without liability to Customer, until such amounts are paid in full.

**2.6 Taxes.** All Professional Services Fees invoiced pursuant to this Agreement are payable in full and without reduction for Transaction Taxes and/or foreign withholding taxes (collectively defined as "Taxes"). Customer is responsible for paying all Taxes imposed on the Service provided under this Agreement. Workday's Professional Services Fees do not include in its price any Transaction Taxes, which can include local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including, but not limited to, value-added, excise, use, goods and services taxes, consumption taxes or similar taxes (collectively defined as "Transaction Taxes"). If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the first paragraph of this Agreement which will be used as the ship-to address on the SOW, and invoiced to and paid by Customer, unless Customer provides Workday with a valid tax exemption certificate authorized by the appropriate taxing authority.



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### **3. Ownership.**

**3.1 Workday Ownership.** All right, title and interest to all recommendations, ideas, techniques, know-how, designs, programs, development tools, processes, integrations, enhancements, and other technical information developed by Workday in the course of performing Professional Services, or co-developed by the parties hereunder, including all trade secrets, copyrights and other Intellectual Property Rights pertaining thereto (together the "Workday Intellectual Property") vests in Workday. Nothing contained in this Agreement shall be construed as transferring any such rights to Customer or any third party except as expressly set forth herein.

**3.2 License to the Workday Intellectual Property.** Subject to Section 3.1 above, Workday grants to Customer a royalty-free, nontransferable and nonassignable term license to access and to use the Workday Intellectual Property that Workday incorporates into a Deliverable provided to Customer hereunder. Customer may only use the Deliverables in connection with its authorized use of the Workday Service, as such is defined pursuant to the separate and independent Master Subscription Agreement between the parties and only during the Term set forth therein.

**3.3 Customer Ownership.** All Customer Confidential Information, and all PII supplied by or PII input by Customer or Customer authorized third parties, shall be, and remain, the property of Customer. Subject to Workday's underlying Intellectual Property Rights, all right, title and interest in any Custom Integration developed solely by Customer shall vest in Customer. Customer agrees that it will not assert a claim for, or file suit for, or take any other action in furtherance of any alleged or actual infringement or misappropriation of the rights in or associated with any Custom Integration should Workday create any similar integration independently.

**4. Insurance.** Workday will maintain during the entire Term of this Agreement, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where the Workday services are to be performed.

- (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee. This policy shall include a waiver of subrogation against Customer.
- (b) Business Automobile Liability covering all vehicles that Workday owns, hires or leases with a limit of no less than \$1,000,000 (combined single limit for bodily injury and property damage) for each accident.
- (c) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000. This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.
- (d) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.
- (e) Crime policy with a limit of no less than \$5,000,000 per occurrence and in the aggregate.
- (f) Excess Liability/Umbrella coverage with a limit of no less than \$9,000,000 per occurrence and in the aggregate (such limit may be achieved through increase of limits in underlying policies to reach the level of coverage shown here). This policy shall name Customer as an additional insured with respect to the provision of services provided under this Agreement. This policy shall include a waiver of subrogation against Customer.

Upon Customer's request, Workday agrees to deliver to Customer a certificate(s) of insurance evidencing the coverage specified in this Section. Such certificate(s) will contain a thirty (30) day prior notice of cancellation provision. Workday will be solely responsible for any deductible or self-insurance retentions. Such insurance coverage will be primary and any other valid insurance existing will be in excess of such primary insurance policies. The required insurance coverage and



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## **PROFESSIONAL SERVICES AGREEMENT**

limits of liability set forth above shall not be construed as a limitation or waiver of any potential liability of satisfaction of any indemnification/hold harmless obligation of Workday.

### **5. Confidential Information.**

**5.1 Confidentiality.** A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this Agreement, except with the other party's prior written permission.

**5.2 Protection.** Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind (but in no event using less than a reasonable standard of care).

**5.3 Compelled Disclosure.** A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this Agreement provided the disclosing party provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

**5.4 Remedies.** If a party discloses or uses (or threatens to disclose or use) any Confidential Information of the other party in breach of confidentiality protections hereunder, the other party shall have the right, in addition to any other remedies available to it, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

**5.5 Exclusions.** Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the other party; (ii) was known to a party prior to its disclosure by the other party without breach of any obligation owed to the other party; (iii) was independently developed by a party without breach of any obligation owed to the other party; or (iv) is received from a third party without breach of any obligation owed to the other party. PII shall not be subject to the exclusions set forth in this Section.

**5.6 Workday Remediation of Certain Unauthorized Disclosures.** In the event that any unauthorized access to or acquisition of PII is caused by Workday's breach of obligations under this Agreement, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose PII may have been accessed or acquired, (c) providing credit monitoring service to individuals whose PII may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose PII may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS

### **6. Warranties & Disclaimers.**

**6.1 Warranties.** Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws applicable to it related to data privacy, international communications and the transmission of technical or personal data. Workday warrants that (i) it shall perform the obligations described in each Statement of Work in a professional and workmanlike manner; (ii) to the best of Workday's knowledge, the Deliverable(s) does not contain any Malicious Code; and (iii) Workday will not knowingly introduce any Malicious Code into the Deliverable(s).

**6.2 Warranty Remedies.** In the event of a breach of the foregoing warranty, set forth in Section 6.1 (i), (ii) and (iii), Workday shall (a) correct the non-conforming Professional Service or Deliverable at no additional charge to the Customer





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or (b) in the event Workday is unable to correct such deficiencies after good-faith efforts, refund Customer prorated amounts paid for the defective Professional Service or Deliverable. To receive warranty remedies, Customer must promptly report deficiencies in writing to Workday, but no later than thirty (30) days after the first date the deficiency is identified by Customer. The remedies set forth in this subsection shall be Customer's sole remedy and Workday's sole liability for breach of these warranties unless the breach of warranty constitutes a material breach of the Agreement and Customer elects to terminate the Agreement in accordance with the Section entitled "Termination for Cause."

**6.3 DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROFESSIONAL SERVICES AND/OR RELATED DELIVERABLES. WORKDAY DOES NOT WARRANT THAT THE PROFESSIONAL SERVICES AND/OR DELIVERABLES WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE PROFESSIONAL SERVICES AND DELIVERABLES.

**7. Infringement Indemnification.** Workday shall defend, indemnify and hold Customer harmless against any loss, damage or costs (including reasonable attorneys' fees) in connection with claims, demands, suits, or proceedings ("Claims") made or brought against Customer by a third party alleging that the use of any Deliverable as provided to Customer under this Agreement or any SOW hereto and used in accordance with this Agreement and Documentation, infringes any third party's Intellectual Property Rights; provided, that Customer (a) promptly gives written notice of the Claim to Workday; (b) gives Workday sole control of the defense and settlement of the Claim (provided that Workday may not settle any Claim unless it unconditionally releases Customer of all liability); and (c) provides to Workday, at Workday's cost, all reasonable assistance. Notwithstanding the foregoing, Workday shall not be required to indemnify Customer to the extent the alleged infringement: (x) is based on information or requirements furnished by Customer, (y) is the result of a modification made by a party other than Workday, or (z) arises from use of a Deliverable in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Deliverable or Workday reasonably believes it will be enjoined, Workday shall have the right, at its sole option, to obtain for Customer the right to continue use of the Deliverable or to replace or modify the Deliverable so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then this Agreement may be terminated at either party's option and Workday's sole liability shall be to refund any fees paid by Customer for such Deliverable.

## **8. Limitation of Liability.**

**8.1 LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT WITH RESPECT TO (i) WORKDAY'S INDEMNIFICATION OBLIGATIONS IN SECTION 7, (ii) RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD, (iii) WORKDAY'S REMEDIATION OBLIGATIONS IN SECTION 5.6; OR (iv) CUSTOMER'S PAYMENT OBLIGATIONS, EITHER PARTY'S MAXIMUM LIABILITY FOR ANY ACTION, REGARDLESS OF THE FORM OF ACTION, WHETHER IN TORT OR CONTRACT, ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF FEES PAID BY CUSTOMER UNDER THE SPECIFIC STATEMENT OF WORK. THE PROFESSIONAL SERVICES PROVIDED BY WORKDAY ARE ADVISORY ONLY AND NO SPECIFIC RESULT IS ASSURED OR GUARANTEED.

**8.2 EXCLUSION OF DAMAGES.** EXCEPT WITH RESPECT TO AMOUNTS TO BE PAID BY WORKDAY PURSUANT TO A COURT AWARD OR SETTLEMENT AS WELL AS THE DEFENSE COSTS UNDER THE INDEMNIFICATION OBLIGATIONS NO MATTER HOW SUCH DAMAGES MAY BE CHARACTERIZED, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF DATA OR USE, COST OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE PROFESSIONAL SERVICES, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR



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SUCH PARTY'S LICENSORS OR CONTRACTORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES. CUSTOMER WILL NOT ASSERT THAT ITS PAYMENT OBLIGATIONS AS SET FORTH IN A SOW ARE EXCLUDED AS WORKDAY'S LOST PROFITS.

**8.3 DIRECT DAMAGES.** SUBJECT TO SECTION 8.1 AND NOTWITHSTANDING SECTION 8.2 ABOVE, THE PARTIES AGREE THAT WITH RESPECT TO WORKDAY'S BREACH OF ITS OBLIGATIONS SET FORTH IN THIS AGREEMENT, THE FOLLOWING SHALL BE CONSIDERED DIRECT DAMAGES AND WORKDAY SHALL REIMBURSE CUSTOMER FOR REASONABLE COSTS AND EXPENSES ACTUALLY PAID TO THIRD PARTIES FOR: (i) AMOUNTS PAID TO AFFECTED THIRD PARTIES AS DAMAGES OR SETTLEMENTS ARISING FROM SUCH BREACH; (ii) FINES AND PENALTIES IMPOSED BY GOVERNMENTAL AUTHORITY ARISING FROM SUCH BREACH; AND (iii) LEGAL FEES, INCLUDING REASONABLE ATTORNEYS' FEES, TO DEFEND AGAINST THIRD PARTY CLAIMS ARISING FROM SUCH BREACH.

### **9. Term & Termination.**

**9.1 Term.** The term of this Agreement shall commence on the Effective Date hereof and end upon termination in accordance herewith.

**9.2 Termination by Customer.** Except as set forth in a Statement of Work, Customer may terminate this Agreement or any Statement of Work at any time by giving Workday fifteen (15) days prior written notice of termination.

**9.3 Termination by Workday.** Except as set forth in a Statement of Work, Workday may terminate this Agreement or any Statement of Work by giving Customer fifteen (15) days prior written notice in the event: (i) Customer repeatedly fails to perform its obligations under this Agreement or a Statement of Work resulting in the inability of Workday to meet its obligations and time frame commitments, or (ii) it is determined that the information provided by Customer, or lack thereof, to Workday during the discovery stage is materially inaccurate.

**9.4 Termination for Cause.** Either party may terminate this Agreement or any Statement of Work for cause: (i) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

**9.5 Effect of Termination.** In the event that this Agreement is terminated, Workday shall immediately cease performance of all Professional Services and Customer shall pay Workday within thirty (30) days after the date of termination for all Professional Services performed by Workday and travel & living expenses incurred up to the cessation of such Professional Services.

**9.6 Surviving Provisions.** All provisions of this Agreement shall survive any termination or expiration of this Agreement, except for: section 1, and section 3.2, and the SOW's shall have no further force or effect.

**10. Workday Roles.** Each Workday team member's involvement will vary by task as defined in the project plan for each Statement of Work. Each Statement of Work will define the resource level and rates relevant to the work efforts defined in the Statement of Work. The Workday team listing does not preclude other Workday personnel from being involved in a project described in a Statement of Work, nor does it assure involvement of all those listed.

**11. Change Order Process.** During a project in a Statement of Work, new information may surface that may necessitate a change in business requirements resulting in a change in project scope and, therefore, changes in the estimated level of effort, project timeline, or Workday Service features. Upon Customer's request, such changes, and the associated fees for additional Professional Services to be provided, will be described in a document (a "Change Order"). Due to the complexity of some project Change Orders, Workday may bill the Customer for the time required to scope and estimate the requested change. Workday will advise Customer of the cost estimate if such a charge will apply. A completed Change Order includes the requested change, the impact on the current engagement under the applicable Statement of Work, and the estimated resources and time to complete the Professional Services for the work described in the Change Order.



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Workday will submit the Change Order to Customer for review and approval. Proposed Change Orders will remain valid for a period of ten (10) business days from the date of submission. If Customer does not approve the Change Order within the ten (10) business days, and Workday has not extended the period of validity in writing, the Change Order will automatically expire. Upon receipt of written approval, Workday will begin performing the Professional Services described in the Change Order according to the agreed-upon schedule under the applicable Statement of Work as may be modified by the Change Order.

### **12. General.**

**12.1 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

**12.2 Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery or (ii) the third business day after first class mailing. Notices to Workday shall be sent to the address shown in the introductory paragraph of this Agreement addressed to the attention of the Legal Department with a copy by email sent to [legal@workday.com](mailto:legal@workday.com). Notices to Customer shall be sent to the address shown in the introductory paragraph of this Agreement addressed to General Counsel. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

**12.3 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

**12.4 Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

**12.5 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all SOWs) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets so long as the assignee agrees to be bound by all of the terms of this Agreement and all past due fees are paid in full. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

**12.6 Governing Law; Waiver of Jury Trial.** This Agreement shall be governed exclusively by the internal laws of the State of New York, without regard to its conflicts of laws rules. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

**12.7 Use of Subcontractors.** In the course of providing the Professional Services and/or Deliverables hereunder, Workday may, in its discretion, draw on the resources of and subcontract to third parties ("Subcontractors"). In such instances, Customer agrees that Workday may provide information Workday receives in connection with this Agreement to the applicable Subcontractors for the purpose of the Professional Services and related administration. In addition, excluding claims for bodily injury or death of any person or damage to real and/or tangible personal property caused by recklessness and/or willful misconduct, Customer agrees not to bring or enforce a claim of any nature relating to this Agreement or any of the Professional Services or Deliverables against any Workday Subcontractor, nor any partner, principal or personnel of such Workday Subcontractor.

**12.8 Entire Agreement.** This Agreement, including all exhibits and addenda hereto and all SOWs and Change Orders, constitutes the entire agreement between the parties with respect to the subject matter hereof. In the event of a conflict, the



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## **PROFESSIONAL SERVICES AGREEMENT**

provisions of an SOW shall take precedence over provisions of the body of this Agreement and over any other exhibit or Attachment. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Statement of Work, the terms of such exhibit, addendum or Statement of Work shall prevail. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement may be executed in counterparts, which taken together shall form one binding legal instrument. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement shall be legally binding with the same force and effect as manually executed signatures.

### **13. Definitions.**

**“Confidential Information”** means (a) Personally Identifiable Information; (b) each party’s business or technical information, including but not limited to any information relating to software plans, designs, documentation, training materials, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (c) the terms, conditions and pricing of this Agreement (but not its existence or parties).

**“Configured Integration”** means any standard Workday-supported integration or interface between third party applications or service providers and the Workday Service, which are subscribed to by Customer as part of the Workday Service. Configured Integrations are part of the Workday Service and, as such, are provided with ongoing support by Workday in accordance with Workday’s then-current Production Support and Service Level Availability Policy.

**“Custom Integration”** means any integration or interface between third party applications or service providers and the Workday Service that are developed either (i) by Customer, (ii) by a partner or third party acting on Customer’s behalf pursuant to a separate and independently executed third party agreement, or (iii) by Workday pursuant to a Statement of Work. Custom Integrations are deployed, maintained and supported by Customer and are not part of the Workday Service.

**“Deliverables”** means the training, specifications, configurations, implementation, data conversions, workflow, custom developed programs, performance capabilities, and any other activity or document to be completed during the course of Professional Services for delivery to Customer.

**“Intellectual Property Rights”** means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

**“Laws”** means any local, state, national and/or foreign law, treaties, and/or regulations applicable to a respective party.

**“Personally Identifiable Information” or “PII”** means any and all individually identifying information related to former, current or prospective employees, consultants, contingent workers, independent contractors or retirees of Customer that is accessed, disclosed, provided, obtained, created, generated, scanned, entered, collected or processed in connection with the Professional Services.

**“Professional Services Fees”** means all amounts invoiced and payable by Customer for Professional Services.”

**“Workday Service”** means Workday’s software-as-a-service applications provided to Customer pursuant to the separate and independent Master Subscription Agreement between the parties.



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**PROFESSIONAL SERVICES AGREEMENT**

“**Workday Web Services**” are an industry-standard set of integration services that enable the exchange of data between the Workday Service and third-party systems used by Workday customers.

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date.

**South Orange County Community College District**

**Workday, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed





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## Workday Production Support and Service Level Availability Policy (SLA)

Workday's Software as a Service ("Service") is based on a multi-tenanted operating model that applies common, consistent management practices for all customers using the service. This common operating model allows Workday to provide the high level of service reflected in our business agreements. This document communicates Workday's Production Support and Service Level Availability Policy ("SLA") with its customers. Capitalized terms, unless otherwise defined herein, shall have the same meaning as in the Workday Master Subscription Agreement.

### 1. Technical Assistance Terms:

Workday will provide Customer with 24x7x365 technical assistance in accordance with this SLA.

### 2. Service Availability:

Workday's Service Availability commitment for a given calendar month is 99.5%. Service Availability is calculated per month as follows:

$$\left( \frac{\text{Total} - \text{Unplanned Outage} - \text{Planned Maintenance}}{\text{Total} - \text{Planned Maintenance}} \right) \times 100\% \geq 99.5\%$$

Definitions:

- **Total** is the total minutes in the month
- **Unplanned Outage** is total minutes unavailable in the month outside of the Planned Maintenance window
- **Planned Maintenance** is total minutes of planned maintenance in the month.

Currently, Planned Maintenance is four (4) hours for weekly maintenance, plus four (4) hours for monthly maintenance, plus four (4) hours for quarterly maintenance. Workday's current weekly maintenance begins at 2:00 am (Eastern) on Saturday; monthly maintenance begins at 6:00 am (Eastern) on Saturday; and quarterly maintenance begins at 10:00 am (Eastern) on Saturday. All times are subject to change upon thirty (30) days' notice provided in the Workday Community (<https://community.workday.com>) and any such change shall not lengthen the duration of the associated maintenance window.

If actual maintenance exceeds the time allotted for Planned Maintenance, it is considered an Unplanned Outage. If actual maintenance is less than time allotted for Planned Maintenance, that time is not applied as a credit to offset any Unplanned Outage time for the month.

The measurement point for Service Availability is the availability of the Production Tenants at the Workday production data center's Internet connection points. Customer may request an availability report not more than once per month via the Customer Center (the Workday case management system).

### 3. Workday Feature Release and Service Update Process:

Periodically, Workday introduces new features in the Workday Service with enhanced functionality across Workday applications. Features and functionality will be made available as part of a major feature release ("Feature Release") or as part of weekly service updates ("Service Updates"). Feature Releases will take place approximately twice per year. The frequency of Feature Release availability may be increased or decreased by Workday at Workday's discretion with at least thirty (30) days' prior notice to Customer on Workday Community (<https://community.workday.com>). Specific information and timelines for Feature Releases and Service Updates can be found on the Workday Community (<https://community.workday.com>). Feature Releases will be performed during a weekend within any Planned Maintenance.

### 4. Service Response:

Workday's Service Response commitment is: (i) not less than 50% of (online) transactions in one (1) second or less and (ii) not more than 10% in two and a half (2.5) seconds or more. Service Response is the processing time of the Workday





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## **Workday Production Support and Service Level Availability Policy (SLA)**

production tenants in the Workday production data center to complete transactions submitted from a web browser. This Service Response commitment excludes requests submitted via Workday Web Services.

The time required to complete the request will be measured from the point in time when the request has been fully received by the encryption endpoint in the Workday Production data center, until such time as the response begins to be returned for transmission to Customer. Customer may request a Service Response report not more than once per month via the Customer Center.

### **5. Disaster Recovery:**

Workday will maintain a disaster recovery plan for the Workday production tenants in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed on the Workday Community. Workday commits to a recovery time objective of twelve (12) hours - measured from the time that the Workday production tenant becomes unavailable until it is available again. Workday commits to a recovery point objective of one (1) hour - measured from the time that the first transaction is lost until the Workday production tenant becomes unavailable.

Workday will test the disaster recovery plan once every six months, and will make available a written summary of the results of the most recent test available to Customers in Workday Community.

### **6. Case Submittal and Reporting:**

Customer's Named Support Contacts may submit cases to Workday Support via the Customer Center. Named Support Contacts must be trained on the Workday product(s) for which they initiate support requests. Each case will be assigned a unique case number. Workday will respond to each case in accordance with this SLA and will work diligently toward resolution of the issue taking into consideration its severity and impact on the Customer's business operations. Actual resolution time will depend on the nature of the case and the resolution itself. A resolution may consist of a fix, workaround, delivery of information or other reasonable solution to the issue. Case reporting is available on demand via the Customer Center.

### **7. Severity Level Determination:**

Customer shall reasonably self-diagnose each support issue and recommend to Workday an appropriate Severity Level designation. Workday shall validate Customer's Severity Level designation, or notify Customer of a proposed change in the Severity Level designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level designation, each party shall promptly escalate such conflict to its management team for resolution through consultation between the parties' management. In the rare case a conflict requires a management discussion, both parties shall be available within one hour of the escalation.

### **8. Support Issue Production Severity Levels - Response and Escalation:**

Response time is the period from the time when Customer logs the Production case in the Customer Center until Workday responds to Customer and/or escalation within Workday, if appropriate. Because of the widely varying nature of issues, it is not possible to provide specific resolution commitments.

In the event of a Severity Level 1 or 2 issue, if Customer is not satisfied with the progress of the case, Customer may escalate the case to Workday support management using the escalation process defined for Named Support Contacts. Upon escalation, Workday support senior management is notified and a Workday escalation manager is assigned to work with Customer until the escalation is resolved.

#### **Severity Level 1:**

- **Definition:** The Workday Service is unavailable or a Workday issue prevents timely payroll processing, tax payments, entry into time tracking, financials closing (month-end, quarter-end or year-end), payment of supply chain invoices or creation of purchase orders, or processing of candidate applications. No workaround exists.



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## Workday Production Support and Service Level Availability Policy (SLA)

- Workday Response Commitment: Workday will respond within thirty (30) minutes of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.
- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- Escalation: If the problem has not been resolved within one (1) hour, Workday will escalate the problem to the appropriate Workday organization. The escalated problem will have higher priority than ongoing support, development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 1 issue is logged until such time as it is resolved.

### Severity Level 2:

- Definition: An issue with the Workday Service that prevents Customer from completing one or more critical business processes with a significant impact. No workaround exists.
- Workday Response Commitment: Workday will respond within one (1) hour of receipt of case and Workday shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.
- Resolution: Workday will work to resolve the problem until the Service is returned to normal operation. Customer will be notified of status changes.
- Escalation: If the problem has not been resolved within four (4) hours, Customer may request that Workday escalate the problem to the appropriate Workday organization where the escalated problem will have higher priority than ongoing development or operations initiatives.
- Customer Response Commitment: Customer shall remain accessible for troubleshooting from the time a Severity 2 issue is logged until such time as it is resolved.

### Severity Level 3:

- Definition: An issue with the Workday Service that prevents Customer from completing one or more important business processes that impact Customer's business operations. A workaround exists but is not optimal.
- Workday Response Commitment: Workday will respond within four (4) hours of receipt of case.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.

### Severity Level 4:

- Definition: An issue with the Workday Service that delays Customer from completing one or more non-critical business processes that are not imperative to Customer's business operations. A workaround exists.
- Workday Response Commitment: Workday will respond within twenty-four (24) hours of receipt of case.
- Resolution: If resolution requires a Workday issue fix, Workday will add the issue fix to its development queue for future Update and suggest potential workaround until the problem is resolved in a future Update. Customer will be notified of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Response Commitment: Customer will respond to Workday requests for additional information and implement recommended solutions in a timely manner.





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## **Workday Production Support and Service Level Availability Policy (SLA)**

Severity Level 5 (Including Customer Care and Operations Requests):

- Definition: Non-system issues and requests such as Named Support Contact (NSC) changes, SLA report and/or general Service inquiries. Questions about product configuration and functionality should be addressed to the Workday Community.
- Workday Response Commitment: Workday will respond within twenty-four (24) hours of receipt of case.
- Resolution Commitment: Workday will respond to request. Customer will be notified of status changes.
- Escalation: If progress is not being made to Customer's satisfaction, Customer may request that Workday escalate the problem to the appropriate Workday organization.
- Customer Commitment: Customer will respond to Workday requests for additional information in a timely manner.

### **9. Workday Support Scope:**

Workday will support functionality that is delivered by Workday as part of the Service. For all other functionality, and/or issues or errors in the Workday Service caused by issues, errors and/or changes in Customer's information systems and/or third party products or services, Workday may assist Customer and its third party providers in diagnosing and resolving issues or errors but Customer acknowledges that these matters are outside of Workday's support obligations. Service Level failures attributable to (i) Customer's acts or omissions; and (ii) Force Majeure events shall be excused.

### **10. Workday Web Services API Support:**

Workday recommends using the most recent version of the Workday Web Services (WWS) APIs in order to receive optimum performance and stability. Prior versions of WWS APIs are updated to support backward-compatibility for all prior versions of WWS APIs that have not reached an end-of-life status. End-of-life announcements will be made not less than eighteen (18) months before the end-of-life of each WWS API. Announcements surrounding the WWS APIs will be communicated through Workday Community or, for Workday Cloud Platform APIs, through the Workday Cloud Platform developer site.

Backward compatibility means that an integration created to work with a given WWS API version will continue to work with that same WWS API version even as Workday introduces new WWS API versions. With the exception of backward-compatibility updates, prior versions of WWS APIs are not enhanced.

### **11. Workday Cloud Platform Support:**

Workday will support the Workday Cloud Platform foundational features delivered by Workday in Production Tenants enabled for Workday Cloud Platform. All Workday Cloud Platform Applications, whether created by a customer, Workday or others, are expressly not covered by the Workday SLA. Workday will not be responsible for any Service downtime or delayed Service Response times caused by use of any Workday Cloud Platform Application(s). Workday Cloud Platform APIs, features and services may be modified and/or deprecated by Workday in accordance with the WCP Availability Statuses posted on the Workday Cloud Platform developer site at [cloud.workday.com](https://cloud.workday.com). Use of the developer site and all materials therein is governed by the Workday Cloud Platform Developer Program Agreement.



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## Security Exhibit

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Customer Data or Professional Services Data in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Customer Data or Professional Services Data;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Customer Data or Professional Services Data;
- Protect against accidental loss or destruction of, or damage to, Customer Data or Professional Services Data; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

1. **Security Awareness and Training.** A mandatory security awareness and training program for all members of Workday's workforce (including management), which includes:
  - a) Training on how to implement and comply with its Information Security Program;
  - b) Promoting a culture of security awareness through periodic communications from senior management with employees.
2. **Access Controls.** Policies, procedures, and logical controls:
  - a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;
  - b) To prevent those workforce members and others who should not have access from obtaining access; and
  - c) To remove access in a timely basis in the event of a change in job responsibilities or job status.
3. **Physical and Environmental Security.** Controls that provide reasonable assurance that access to physical servers at the production data center or the facility housing Workday's SFTP Server, if applicable, is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls include:
  - a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;
  - b) Camera surveillance systems at critical internal and external entry points to the data center;
  - c) Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and
  - d) Uninterruptible Power Supply (UPS) modules and backup generators that provide back-up power in the event of an electrical failure.
4. **Security Incident Procedures.** A security incident response plan that includes procedures to be followed in the event of any Security Breach. Such procedures include:
  - a) Roles and responsibilities: formation of an internal incident response team with a response leader;



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## Security Exhibit

- b) Investigation: assessing the risk the incident poses and determining who may be affected;
  - c) Communication: internal reporting as well as a notification process in the event of unauthorized disclosure of Customer Data or Professional Services Data;
  - d) Recordkeeping: keeping a record of what was done and by whom to help in later analysis and possible legal action; and
  - e) Audit: conducting and documenting root cause analysis and remediation plan.
5. **Contingency Planning.** Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data. Such procedures include:
- a) Data Backups: A policy for performing periodic backups of production file systems and databases or Professional Services Data on Workday's SFTP Server, as applicable, according to a defined schedule;
  - b) Disaster Recovery: A formal disaster recovery plan for the production data center, including:
    - i) Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and
    - ii) A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
  - c) Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.
6. **Audit Controls.** Hardware, software, and/or procedural mechanisms that record and examine activity in information systems that contain or use electronic information.
7. **Data Integrity.** Policies and procedures to ensure the confidentiality, integrity, and availability of Customer Data or Professional Services Data and protect it from disclosure, improper alteration, or destruction.
8. **Storage and Transmission Security.** Security measures to guard against unauthorized access to Customer Data or Professional Services Data that is being transmitted over a public electronic communications network or stored electronically. Such measures include requiring encryption of any Customer Data or Professional Services Data stored on desktops, laptops or other removable storage devices.
9. **Secure Disposal.** Policies and procedures regarding the secure disposal of tangible property containing Customer Data or Professional Services Data, taking into account available technology so that Customer Data or Professional Services Data cannot be practicably read or reconstructed.
10. **Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of its Information Security Program, including:
- a) Designating a security official with overall responsibility;
  - b) Defining security roles and responsibilities for individuals with security responsibilities; and
  - c) Designating a Security Council consisting of cross-functional management representatives to meet on a regular basis.
11. **Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified. Where applicable, such testing includes:



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## Security Exhibit

- a) Internal risk assessments;
  - b) ISO 27001 and ISO 27018 certifications; and
  - c) Service Organization Control 1 (SOC1) and Service Organization Control 2 (SOC2) audit reports (or industry-standard successor reports)
12. **Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
- a) Reviewing changes affecting systems handling authentication, authorization, and auditing;
  - b) Reviewing privileged access to Workday production systems; and
  - c) Engaging third parties to perform network vulnerability assessments and penetration testing on a regular basis.
13. **Change and Configuration Management.** Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases. Such policies and procedures include:
- a) A process for documenting, testing and approving the patching and maintenance of the Service;
  - b) A security patching process that requires patching systems in a timely manner based on a risk analysis; and
  - c) A process for Workday to utilize a third party to conduct web application level security assessments. These assessments generally include testing, where applicable, for:
    - i) Cross-site request forgery
    - ii) Services scanning
    - iii) Improper input handling (e.g. cross-site scripting, SQL injection, XML injection, cross-site flashing)
    - iv) XML and SOAP attacks
    - v) Weak session management
    - vi) Data validation flaws and data model constraint inconsistencies
    - vii) Insufficient authentication
    - viii) Insufficient authorization
14. **Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
- a) Any relevant changes in technology and any internal or external threats to Workday or the Customer Data or Professional Services Data;
  - b) Security and data privacy regulations applicable to Workday; and
  - c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.
15. **Devices.** All laptop and desktop computing devices utilized by Workday and any subcontractors when accessing Customer Data or Professional Services Data:
- a) will be equipped with a minimum of AES 128 bit full hard disk drive encryption;



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## Security Exhibit

- b) will have up to date virus and malware detection and prevention software installed with virus definitions updated on a regular basis; and
- c) shall maintain virus and malware detection and prevention software so as to remain on a supported release. This shall include, but not be limited to, promptly implementing any applicable security-related enhancement or fix made available by supplier of such software.

### **Definitions**

**“Professional Services”** means consulting or professional services provided to Customer under an agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Lifecycle Deployment Program Terms and Conditions, the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.

**“Professional Services Data”** means electronic data or information that is provided to Workday under a Professional Services engagement with Workday for the purpose of being input into the Workday Service, or Customer Data accessed within or extracted from the Customer’s tenant to perform the Professional Services.

**“SFTP Server”** means a Secure File Transfer Protocol server or its successor provided and controlled by Workday to transfer the Professional Services Data between Customer and Workday for implementation purposes.

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## **Workday DPE Frequently Asked Questions**

### **Introduction**

Protecting our customers' personal data is one of our highest priorities, and it is integral to the success of our business. These Data Protection FAQs provide information to assist customers when (1) selecting Workday as a software-as-a-service provider to process their workers' personal data and (2) reviewing Workday's Data Processing Exhibit.

These FAQs do not form part of the contract and are for information purposes only.

### **What is Workday's role?**

Workday acts as a processor for the personal data our customers submit electronically into our software-as-a-service applications ("Personal Data"). As such, Workday processes Personal Data on behalf of and according to our customers' instructions. Workday's customers solely determine what Personal Data is submitted into and processed within Workday's cloud service and remain the controllers at all times.

### **What processing activities does Workday perform?**

Our processing activities involve securely storing our customers' Personal Data and processing Personal Data as necessary to operate, support and maintain our software-as-a-service applications.

### **Workday's data processing exhibit**

Workday offers a comprehensive Data Processing Exhibit ("DPE") which provides robust contractual terms for processing Personal Data and reflects Workday's one-to-many service delivery model and our underlying technical and operational processes. The DPE is an integral part of Workday's Master Subscription Agreement.

### **Will Workday's DPE work for companies operating globally?**

Workday has customers around the globe and we offer our customers industry-leading data processing terms to address data protection requirements around the globe. Our DPE is built on the core privacy principles that underlie many international data protection laws.

Traditionally, European data protection laws have been among the world's strictest and the General Data Protection Regulation ("GDPR") pushes the global bar for data protection compliance even further. To provide our global customers with a robust framework, we have used the strict requirements of the GDPR as the baseline for our DPE.

### **Does Workday comply with data protection laws?**

Workday complies with all data protection laws applicable to Workday in its role as a data processor, including the applicable requirements of the GDPR.

Nevertheless, it is our customers' responsibility to determine whether it is appropriate for them to use our software-as-a-service applications to process their Personal Data in light of the specific laws and regulations to which they are subject, and to use our software-as-a-service applications in a manner consistent with their legal and regulatory obligations.



## Workday DPE Frequently Asked Questions

### Subprocessors

#### Does Workday use subprocessors?

Workday uses subprocessors in several time zones as part of our global follow-the-sun operations (e.g., to make updates to the cloud service and prevent or address service or technical issues). Any subprocessor that Workday engages to process our customers' Personal Data agrees to abide by data protection terms no less protective than the DPE.

Workday's DPE subprocessing terms are designed to meet the guidance issued by the European data protection supervisory authorities (see Article 29 Working Party - Opinion 05/2012 on Cloud Computing) and the requirements under Article 28 (2) GDPR.

#### Which subprocessors is Workday using?

A list of Workday subprocessors that are authorized to process Personal Data ("Subprocessor List") is accessible on the Workday Customer [Community](#). Please contact your Workday Account Executive if you need assistance to obtain a copy of the Subprocessor List.

#### How does Workday inform our customers about new subprocessors?

In the limited cases where Workday considers adding a new subprocessor, that subprocessor undergoes a thorough information security and data protection due diligence review. Workday will update the Subprocessor List at least thirty days prior to authorizing any new subprocessor to process Personal Data. Customers can subscribe to updates of the Subprocessor List by selecting *Manage Subscriptions for This Post* located on the right side of the Community page. Our customers are responsible for ensuring that the people in their organization who need to be notified about such updates subscribe to the Subprocessor List and monitor their email.

#### Can customers object to Workday's use of a new subprocessor?

Where required by law, Workday's customers have the possibility to object to Workday's use of a new subprocessor on reasonable grounds relating to data protection. If Workday decides to retain a subprocessor to which a customer has objected, then the customer has the option to terminate the affected cloud service.

### Data Centers and Cross-Border Data Transfers

#### Where are Workday's data centers located?

For European-headquartered customers, and non-U.S.-headquartered customers, Workday operates two data centers located within the European Economic Area. Currently, the primary data center is in Dublin, Ireland and the secondary data center is in Amsterdam, the Netherlands. For U.S. customers, Workday operates two data centers in the United States, currently in Ashburn, Virginia and Portland, Oregon.



## **Workday DPE Frequently Asked Questions**

### **Does Workday access Personal Data from outside a customer's designated data center region?**

As part of Workday's follow-the-sun operations, Workday and its subprocessors may logically access<sup>1</sup> Personal Data stored in our data centers via a secure environment.

Workday contractually commits to logically accessing Personal Data stored in a customer's data center only from the EEA, the United States, and countries formally recognised by the European Commission as providing an adequate level of data protection such as Canada, Switzerland and New Zealand. The full list of adequate countries is available on the [European Commission's website](#).

### **How does Workday help its customers legalize cross-border data transfers and meet the "adequacy" requirements for European Personal Data?**

Workday, Inc. is self-certified under the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce ("Privacy Shield") and contractually commits to maintain these self-certifications throughout the term of the Master Subscription Agreement. Workday, Inc.'s certifications can be inspected in the [Privacy Shield List](#) of the U.S. Department of Commerce by searching for 'Workday'.

### **Does Workday's DPE cover professional services delivered by Workday?**

Workday's DPE also covers the provision of consulting and professional services delivered by Workday. Where Workday is deploying the Workday cloud service, the processing of customer's personal data in connection with the performance of professional services is subject to Section 14 of the DPE. As professional services are fundamentally different from our one-to-many service delivery model underlying our cloud service, Section 14 clarifies how the terms of the DPE will apply to professional services.

## **General Data Protection Regulation**

### **What is the General Data Protection Regulation?**

The General Data Protection Regulation ("GDPR") is a new European data protection law that took effect on May 25, 2018. It supersedes the Data Protection Directive (95/46/EC) as well as national implementations of the Data Protection Directive in all European member states. The GDPR sets a new global standard for data protection compliance by implementing strict requirements on how organizations handle and protect personal data.

As a general rule, the GDPR applies to companies based in the EU as well as non-EU based companies that offer goods and services to individuals in the EU or that track the behavior of EU residents. We are committed to supporting our customers' journey to compliance with the GDPR in relation to their use of a Workday cloud service.

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<sup>1</sup> "Logical access" is a term used to describe remote access to an IT system, in contrast to "physical access," which refers to access to the physical environment (e.g. to a server in a data center).





## **Workday DPE Frequently Asked Questions**

### **How does Workday assist our customers in fulfilling their obligations to respond to data subject requests under Chapter III of the GDPR?**

Workday offers a suite of configurable features to help customers respond to their workers' requests to access, correct, delete or restrict their Personal Data and comply with data portability requests under the GDPR.

### **How does Workday assist our customers in fulfilling their obligation to implement appropriate technical and organizational security measures?**

Workday has implemented robust technical and organizational measures designed to protect our customers' Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data. Workday's technical and organizational measures regularly undergo rigorous third-party compliance audits for security, confidentiality, availability, processing integrity and privacy controls.

However, data security is a shared responsibility. Our customers are responsible for implementing and maintaining privacy protections and security measures for components of the Workday cloud service that they control.

For more information about Workday's comprehensive security program, third-party security audits and international certifications, please read our [Workday Security Data Sheet](#).

### **How does Workday assist our customers fulfilling their obligation to notify personal data breaches?**

Under the GDPR, our customers, as controllers must notify the competent data protection supervisory authority without undue delay and, where feasible, not later than 72 hours after becoming aware of a personal data breach, unless the breach is unlikely to result in a risk to the rights and freedoms of natural persons.

In the event Workday becomes aware of a personal data breach affecting our customers' Personal Data, Workday will notify our customers without undue delay and assist our customers to meet their personal data breach notification obligations by providing the relevant information regarding the personal data breach.

### **How does Workday assist our customers with the GDPR requirements to conduct data protection impact assessments and prior consultations in relation to their use of a Workday cloud service?**

To help identify risks to individuals' rights, Article 35 of the GDPR requires controllers to carry out a Data Protection Impact Assessment ("DPIA") if a specific processing activity is likely to result in a "high risk" to the rights and freedoms of an individual.

Where customers require additional information from Workday to carry out a DPIA in relation to their use of our software-as-a-service applications, they can rely on the information in Workday's multiple audit reports and certifications. In addition to that, our customers can request Workday's assistance under our optional, fee-based Customer Audit Program.

### **Does Workday's DPE meet the GDPR requirements for a data processing agreement?**

Workday's DPE addresses the specific data processing agreement requirements laid out in Article 28 of the GDPR. The quick reference checklist below identifies each of the specific data processing agreement requirements of Article 28 GDPR and matches them against the relevant sections of Workday's DPE.



## Workday DPE Frequently Asked Questions

GDPR Requirement		Relevant Section in DPE
Art. 28 (3)	<b>Subject-matter</b> and duration of the processing, the <b>nature and purpose</b> of the processing.	Sec. 13.1
Art. 28 (3)	<b>Type of personal data</b> and <b>categories of data subjects</b> .	Sec. 13.2
Art. 28 (3) (a)	Processor processes the personal data only on <b>documented instructions</b> from the controller.	Sec. 2.2
Art. 28 (3) (b)	Persons authorized to process the personal data have committed themselves to <b>confidentiality</b> or are under an appropriate statutory obligation of confidentiality.	Sec. 7
Art. 28 (3) (c)	Processor has taken all <b>measures required pursuant to Article 32</b> (Security of Processing).	Sec. 9
Art. 28 (3) (d)	Processor respects the conditions referred to in paragraph 2 and 4 for <b>engaging another processor</b> .	Sec. 3
Art. 28 (3) (e)	Processor assists the controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of the controller's obligation to respond to <b>requests for exercising the data subject's rights</b> .	Sec. 5
Art. 28 (3) (f)	Processor assists the controller in ensuring <b>compliance with the obligations pursuant to Articles 32 to 36</b> .	
	<b>Article 32</b> (Security of processing)	Sec. 9
	<b>Article 33</b> (Notification of a personal data breach to the supervisory authority) <b>Article 34</b> (Communication of a personal data breach to the data subject)	Sec. 8
	<b>Article 35</b> (Data protection impact assessment) <b>Article 36</b> (Prior consultation)	Sec. 13.3
Art. 28 (3) (g)	Processor will at the choice of the controller, <b>delete or return all the personal data</b> to the controller after the end of the provision of services.	Sec. 11
Art. 28 (3) (h)	Processor makes available to the controller all <b>information necessary to demonstrate compliance</b> with the obligations laid down in this Article and <b>allow for and contribute to audits</b> , including inspections, conducted by the controller or another	Sec. 10



## Workday DPE Frequently Asked Questions

GDPR Requirement		Relevant Section in DPE
	auditor mandated by the controller.	



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## **DATA PROCESSING EXHIBIT**

This Data Processing Exhibit (“**DPE**”) is an exhibit to the Master Subscription Agreement and any Professional Services Agreement between Workday and Customer (as the case may be, the “**Agreement**”), and sets forth the obligations of the parties with regard to the Processing of Personal Data pursuant to such Agreement.

**Designated Data Center Location: United States**

### **1. Definitions**

Unless otherwise defined below, all capitalized terms have the meaning given to them in the Master Subscription Agreement and/or exhibits thereto.

“**Additional Products**” means products, services and applications (whether made available by Workday or a third party) that are not part of the Service.

“**Customer Audit Program**” means Workday’s optional, fee-based customer audit program as described in the Order Form for Audit Program.

“**Data Controller**” means the entity which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data.

“**Data Processor**” means the entity which Processes Personal Data on behalf of the Data Controller.

“**Data Protection Laws**” means all data protection laws applicable to the Processing of Personal Data under this DPE, including local, state, national and/or foreign laws, treaties, and/or regulations, the GDPR, and implementations of the GDPR into national law.

“**Data Subject**” means the person to whom the Personal Data relates.

“**EEA**” means the European Economic Area.

“**GDPR**” means the General Data Protection Regulation (EU) 2016/679.

“**Personal Data**” means any Customer Data that relates to (i) an identified or identifiable natural person or, (ii) an identified or identifiable legal entity, where such information is protected similarly as personal data under applicable Data Protection Laws.

“**Personal Data Breach**” means (i) a ‘personal data breach’ as defined in the GDPR affecting Personal Data, and (ii) any Security Breach affecting Personal Data.

“**Processing or Process**” means any operation or set of operations performed on Personal Data or sets of Personal Data, such as collecting, recording, organizing, structuring, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, disseminating or otherwise making available, aligning or combining, restricting, erasing or destroying.

“**Subprocessor**” means a Workday Affiliate or third-party entity engaged by Workday or a Workday Affiliate as a Data Processor under this DPE.

“**Valid Transfer Mechanism**” means a data transfer mechanism permitted by the GDPR as a lawful basis for transferring Personal Data to a recipient outside the EEA.

### **2. Processing Personal Data**

**2.1 Scope and Role of the Parties.** This DPE applies to the Processing of Personal Data by Workday to provide the Service. For the purposes of this DPE, Customer and its Affiliates are the Data Controller(s) and Workday is the Data Processor.



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## **DATA PROCESSING EXHIBIT**

**2.2 Instructions for Processing.** Workday shall Process Personal Data in accordance with Customer's documented instructions. Customer instructs Workday to Process Personal Data to provide the Service in accordance with the Agreement (including this DPE). Customer may provide additional instructions to Workday to Process Personal Data, however Workday shall be obligated to perform such additional instructions only if they are consistent with the terms and scope of the Agreement and this DPE.

**2.3 Compliance with Laws.** Workday shall comply with all Data Protection Laws applicable to Workday in its role as a Data Processor Processing Personal Data. For the avoidance of doubt, Workday is not responsible for complying with Data Protection Laws applicable to Customer or Customer's industry such as those not generally applicable to online service providers. Customer shall comply with all Data Protection Laws applicable to Customer as a Data Controller.

### **3. Subprocessors**

**3.1 Use of Subprocessors.** Customer agrees that Workday and Workday Affiliates may engage Subprocessors. Workday or the relevant Workday Affiliate shall ensure that such Subprocessor has entered into a written agreement that is no less protective than this DPE. Workday shall be liable for the acts and omissions of any Subprocessors to the same extent as if the acts or omissions were performed by Workday.

**3.2 Notification of New Subprocessors.** Workday shall make available to Customer through Workday's customer website a list of Subprocessors (currently located at: <https://community.workday.com>) authorized to Process Personal Data ("**Subprocessor List**") and provide Customer with a mechanism to obtain notice of any updates to the Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Subprocessor List.

**3.3 Subprocessor Objection Right.** This Section 3.3 shall apply only where and to the extent that Customer is established within the EEA or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. In such event, if Customer objects on reasonable grounds relating to data protection to Workday's use of a new Subprocessor then Customer shall promptly, and within fourteen (14) days following Workday's notification pursuant to Section 3.2 above, provide written notice of such objection to Workday. Should Workday choose to retain the objected-to Subprocessor, Workday will notify the Customer at least fourteen (14) days before authorizing the Subprocessor to Process Personal Data and the Customer may immediately discontinue using the relevant portion(s) of the Service and may terminate the relevant portion(s) of the Service within thirty (30) days. Upon any termination by Customer pursuant to this Section, Workday shall refund Customer any prepaid fees for the terminated portion(s) of the Service that were to be provided after the effective date of termination.

### **4. Data Center Location and Data Transfers**

**4.1 Storage of Personal Data.** Personal Data will be housed in data centers located in the Designated Data Center Location set forth herein unless the parties otherwise expressly agree in writing.

**4.2 Access to Personal Data.** Notwithstanding Section 4.1, in order to provide the Service Workday and its Subprocessors will only access Personal Data from (i) countries in the EEA, (ii) countries or territories formally recognized by the European Commission as providing an adequate level of data protection ("**Adequate Countries**") and (iii) the United States provided, in this case, that Workday makes available to Customer a Valid Transfer Mechanism. When Workday or its Subprocessors access Personal Data from outside the Designated Data Center Location for the purposes set forth above, Customer agrees that Personal Data may be temporarily stored in that country.

**4.3 Privacy Shield.** Workday, Inc. is self-certified under the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce ("**Privacy Shield**") and complies with their requirements for handling, collecting and transferring Personal Data from the EEA and Switzerland to the United States in connection with the Service. Workday will remain certified for the term of the Agreement provided that the Privacy Shield is recognized as a Valid Transfer Mechanism.



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## **DATA PROCESSING EXHIBIT**

### **5. Rights of Data Subjects**

**5.1 Correction, Deletion or Restriction.** Workday will, at its election and as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer the ability within the Service to correct or delete Personal Data or restrict its Processing; or (ii) make such corrections, deletions, or restrictions on Customer's behalf if such functionality is not available within the Service.

**5.2 Access to Personal Data.** To the extent a Data Subject's Personal Data is not accessible to Customer through the Service, Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such Personal Data available to Customer.

**5.3 Handling of Data Subject Requests.** For the avoidance of doubt, Customer is responsible for responding to Data Subject requests for access, correction, deletion or restriction of that person's Personal Data ("**Data Subject Request**"). If Workday receives a Data Subject Request, Workday will promptly redirect the Data Subject to submit its request to Customer.

**5.4 Data Portability.** During the term of the Agreement, Customer may extract Personal Data from the Service in accordance with the Documentation and the relevant provisions of the Agreement, including so that Customer can provide the Personal Data to an individual who makes a data portability request under the GDPR.

### **6. Government Access Requests**

Unless prohibited by applicable law or a legally-binding request of law enforcement, Workday shall promptly notify Customer of any request by government agency or law enforcement authority for access to or seizure of Personal Data.

### **7. Workday Personnel**

Workday shall take reasonable steps to require screening of its personnel who may have access to Personal Data, and shall require such personnel (i) to Process Personal Data in accordance with Customer's instructions as set forth in this DPE, (ii) to receive appropriate training on their responsibilities regarding the handling and safeguarding of Personal Data; and (iii) to be subject to confidentiality obligations which shall survive the termination of employment.

### **8. Personal Data Breach.**

In the event Workday becomes aware of a Personal Data Breach it shall without undue delay notify Customer in accordance with the Security Breach provisions of the Master Subscription Agreement. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable Data Protection Laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of Processing and the information available to Workday.

### **9. Security Program.**

Workday shall implement appropriate technical and organizational measures designed to protect Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data as set forth in the Security Exhibit.

### **10. Audit**

Customer agrees that Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to satisfy any audit or inspection requests by or on behalf of Customer, and Workday shall make such reports available to Customer. In the event that Customer, a regulator, or supervisory authority requires additional information, including information necessary to demonstrate compliance with this DPE, or an audit related to the Service, such information and/or audit shall be made available in accordance with Workday's Customer Audit Program.



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## **DATA PROCESSING EXHIBIT**

### **11. Return and Deletion of Personal Data**

Upon termination of the Service, Workday shall return and delete Personal Data in accordance with the relevant provisions of the Agreement.

### **12. Additional Products**

Customer acknowledges that if it installs, uses, or enables Additional Products that interoperate with the Service but are not part of the Service itself, then by such actions Customer is instructing Workday to cause the Service to allow such Additional Products to access Personal Data as required for the interoperation of those Additional Products with the Service. Such separate Additional Products are not required to use the Service and may be restricted for use as determined by Customer's system administrator. This DPE does not apply to the Processing of Personal Data by Additional Products which are not part of the Service.

### **13. Additional European Terms**

**13.1 Subject-Matter, Nature, Purpose and Duration of Data Processing.** Workday will Process Personal Data to provide the Service (operation and maintenance of a software-as-a-service application). The duration of Processing Personal Data shall be for the term of the Agreement.

**13.2 Types of Personal Data and Categories of Data Subjects.** The types of Personal Data and categories of Data Subjects are set forth in Addendum 1 hereto.

**13.3 Data Protection Impact Assessments and Prior Consultations.** Customer agrees that Workday's then-current SOC 1 and SOC 2 audit reports (or comparable industry-standard successor reports) and/or Workday's ISO 27001 and ISO 27018 Certifications will be used to carry out Customer's data protection impact assessments and prior consultations, and Workday shall make such reports available to Customer. To the extent Customer requires additional assistance to meet its obligations under Article 35 and 36 of the GDPR to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use of the Service, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer through the Customer Audit Program.

### **14. Professional Services**

Notwithstanding any provision to the contrary in this DPE, this Section 14 shall control with respect to Professional Services. For purposes of interpreting the DPE terms for the Professional Services, "Agreement" means Professional Services Agreement, and "Service" means Professional Services.

#### **14.1 Definitions**

The following definitions apply to Professional Services.

**"Professional Services Agreement"** means any agreement between the parties for the provision of consulting or professional services, including but not limited to the following agreements or terms: the Foundation Tenant Service Terms, the Professional Services Agreement, the Delivery Assurance terms, the Professional Services Addendum, and/or the Consulting and Training Addendum and Amendment.

**"Professional Services"** means the professional or consulting services provided to Customer under a Professional Services Agreement.

**"Professional Services Data"** means electronic data or information that is provided to Workday under a Professional Services Agreement for the purpose of being input into the Workday Service, or Customer Data accessed within or extracted from the Customer's tenant to perform the Professional Services.

**"Personal Data"** means any Professional Services Data that is related to an identified or identifiable person.

**"SOW"** means any separate statement of work or other document under which Workday agrees to provide Professional Services, that has been fully executed by the parties and is subject to a Professional Services Agreement.





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## **DATA PROCESSING EXHIBIT**

“SFTP Server” means a secure file transfer protocol server or its successor provided and controlled by Workday that may be used to transfer the Professional Services Data between Customer and Workday for implementation purposes.

### **14.2 Notification of New Subprocessors**

*This Section supersedes Section 3.2 “Notification of New Subprocessors” regarding Professional Services, except that Section 3.2 continues to apply to Workday’s use of its Affiliates on the Subprocessor List as Subprocessors for Professional Services:*

**Notification of New Subprocessors.** Workday shall make available to Customer on Workday Community (<https://community.workday.com>) a list of additional Subprocessors authorized to Process Personal Data (“**Professional Services Subprocessor List**”) and provide Customer with a mechanism to obtain notice of any updates to the Professional Services Subprocessor List. At least thirty (30) days prior to authorizing any new Subprocessor to Process Personal Data, Workday shall provide notice to Customer by updating the Professional Services Subprocessor List.

### **14.3 Subprocessor Objection Right**

*This Section supersedes Section 3.3 “Subprocessor Objection Right” regarding Professional Services, except that Section 3.3 continues to apply to any objection by Customer of Workday’s use of its Affiliates on the Subprocessor List, as Subprocessors for Professional Services:*

**Subprocessor Objection Right.** This Section 14.3 shall apply only where and to the extent that Customer is established within the EEA or Switzerland or where otherwise required by Data Protection Laws applicable to Customer. Provided the Customer has reasonable grounds relating to data protection, Customer may object to Workday’s use of a third-party Subprocessor in two ways: (i) Prior to executing an SOW, Customer may review the then-published Professional Services Subprocessor List and note any objections in the applicable SOW; or (ii) For a new Subprocessor added to the Professional Services Subprocessor List, within fourteen (14) days following Workday’s notification pursuant to Section 14.2 above, Customer may object by providing written notice of such objection to Workday pursuant to the Agreement.

### **14.4 SFTP Server Location**

*This Section supersedes Section 4.1 “Storage of Personal Data” regarding Professional Services:*

**SFTP Server Location.** The SFTP Server will be housed in data centers located in the Designated Data Center Location unless the parties otherwise expressly agree in writing.

### **14.5 Processing Professional Services Data**

*This Section supersedes Section 4.2 “Access to Personal Data” regarding Professional Services:*

**Processing Professional Services Data.** To provide the Professional Services, Workday and its Subprocessors will only Process Personal Data in (i) countries in the EEA and (ii) countries formally recognized by the European Commission as providing an adequate level of data protection (“**Adequate Countries**”); and provided Workday makes available to Customer a Valid Transfer Mechanism, (iii) the United States, and (iv) other countries where Customer and/or its Affiliates are located, and (v) other countries as agreed by the parties in writing.

### **14.6 Correction, Deletion or Restriction**

*This Section Supersedes Section 5.1 “Correction, Deletion or Restriction” regarding Professional Services:*

**Correction, Deletion or Restriction.** Workday will, at its election and as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, either (i) provide Customer the ability on the SFTP Server to correct or delete Personal Data or restrict its Processing; or (ii) make such corrections, deletions, or restrictions on Customer’s behalf if such functionality is not available on the SFTP Server.

### **14.7 Access to Personal Data**

*This Section supersedes Section 5.2 “Access to Personal Data” regarding Professional Services:*





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## **DATA PROCESSING EXHIBIT**

**Access to Personal Data.** To the extent a Data Subject's Personal Data is not accessible to Customer through the SFTP Server, Workday will, as necessary to enable Customer to meet its obligations under applicable Data Protection Laws, provide reasonable assistance to make such Personal Data available to Customer.

### **14.8 Data Portability**

*This Section supersedes Section 5.4 "Data Portability" regarding: Professional Services:*

**Data Portability.** Customer may extract Personal Data from the SFTP Server in accordance with the Documentation.

### **14.9 Audit**

*This Section supersedes Section 10 "Audit" regarding Professional Services:*

**Audit.** In the event that Customer, a regulator, or data protection authority requires an inspection or audit relating to the Professional Services that Customer cannot obtain through its own access to the SFTP Server or Professional Services Data, such inspection and/or audit shall be made available in accordance with Workday's Customer Audit Program.

### **14.10 Deletion of Professional Services Data**

*This Section supersedes Section 11 "Return and Deletion of Personal Data" regarding Professional Services:*

**Deletion of Professional Services Data.** Subject to the Customer's prior written request, Workday will delete the Professional Services Data by deletion of Customer's files on the SFTP Server; provided, however, that Workday will not be required to remove copies of the Professional Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday will continue to protect the Professional Services Data in accordance with this DPE.

### **14.11 Data Protection Impact Assessments and Prior Consultations**

*This Section supersedes Section 13.3 "Data Protection Impact Assessments and Prior Consultations" regarding Professional Services:*

**Data Protection Impact Assessments and Prior Consultations.** In the event that Customer requires additional assistance to meet its obligations under Article 35 and 36 of the GDPR to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use of the Professional Services that Customer cannot obtain through its own access to the SFTP Server or Professional Services Data, Workday will, taking into account the nature of Processing and the information available to Workday, provide reasonable assistance to Customer through the Customer Audit Program.

## **15. General Provisions**

**15.1 Customer Affiliates.** Customer is responsible for coordinating all communication with Workday on behalf of its Affiliates with regard to this DPE. Customer represents that it is authorized to issue instructions as well as make and receive any communications or notifications in relation to this DPE on behalf of its Affiliates.

**15.2 Disclosure of DPE Terms.** Customer or its Affiliates may only disclose the terms of this DPE to a regulator or supervisory authority to the extent required by law or such regulator or supervisory authority, such as for the purpose of notifications or approvals. Furthermore, Customer shall take reasonable endeavors to ensure that such regulator or supervisory authority do not make this DPE public, including: (i) marking copies of this DPE as "Confidential and Commercially Sensitive"; (ii) requesting return of this DPE once the regulatory notification has been completed or approval granted; and (iii) requesting prior notice and consultation before any disclosure of this DPE by the regulator or supervisory authority.

**15.3 Termination.** The term of this DPE will end simultaneously and automatically at the later of (i) the termination of the Agreement or, (ii) when all Personal Data is deleted from Workday's systems.



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## **DATA PROCESSING EXHIBIT**

**15.4 Conflict.** This DPE is subject to the non-conflicting terms of the Agreement. With regard to the subject matter of this DPE, in the event of inconsistencies between the provisions of this DPE and the Agreement, the provisions of this DPE shall prevail with regard to the parties' data protection obligations.

**15.5 Customer Affiliate Enforcement.** Customer's Affiliates may enforce the terms of this DPE directly against Workday, subject to the following provisions:

- i. the Customer will bring any legal action, suit, claim or proceeding which that Affiliate would otherwise have if it were a party to the Agreement (each an "**Affiliate Claim**") directly against Workday on behalf of such Affiliate, except where the Data Protection Laws to which the relevant Affiliate is subject require that the Affiliate itself bring or be party to such Affiliate Claim; and
- ii. for the purpose of any Affiliate Claim brought directly against Workday by Customer on behalf of such Affiliate in accordance with this Section, any losses suffered by the relevant Affiliate may be deemed to be losses suffered by Customer.

**15.6 Remedies.** Customer's remedies (including those of its Affiliates) with respect to any breach by Workday or its Affiliates of the terms of this DPE, and the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) will be subject to any aggregate limitation of liability that has been agreed between the parties under the Agreement (the "**Liability Cap**"). For the avoidance of doubt, the parties intend and agree that the overall aggregate liability of Workday and its Affiliates arising out of, or in connection with the Agreement (including this DPE) shall in no event exceed the Liability Cap.

**15.7 Miscellaneous.** The section headings contained in this DPE are for reference purposes only and shall not in any way affect the meaning or interpretation of this DPE.



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## **DATA PROCESSING EXHIBIT**

### **Addendum 1**

#### **Data subjects**

Prospective, current and former employees and other workers, as well as related persons.

#### **Categories of data**

- **Prospective, current and former employee data:** Such employee data as is necessary for human resources and benefits processing, including name; contact information (including home and work address; home and work telephone numbers; mobile telephone numbers; web address data; instant messenger data; home and work email address); marital status; ethnicity; citizenship information; visa information; national and governmental identification information; drivers' license information; passport information; banking details; military service information; religion information; birth date and birth place; gender; disability information; employee identification information; education, language(s) and special competencies; certification information; probation period and employment duration information; job or position title; business title; job type or code; business site; company, supervisory, cost center and region affiliation; work schedule and status (full-time or part-time, regular or temporary); compensation and related information (including pay type and information regarding raises and salary adjustments); payroll information; allowance, bonus, commission and stock plan information; leave of absence information; employment history; work experience information; information on internal project appointments; accomplishment information; training and development information; award information; membership information.
- **Related person's data:** Name and contact information of dependents or beneficiaries (including home address; home and work telephone numbers; mobile telephone numbers); date of birth; gender; emergency contacts; beneficiary information; dependent information).

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**ORDER FORM # 00168520.0  
TO MASTER SUBSCRIPTION AGREEMENT (“MSA”)**

<b>Customer Name</b>	South Orange County Community College District
<b>MSA Effective Date</b>	January 27, 2019
<b>Order Effective Date</b>	January 27, 2019
<b>Order Term</b>	January 27, 2019 through January 26, 2024
<b>Order Term in Months</b>	60
<b>Currency</b>	USD
<b>Total Subscription Fee</b>	2,929,505

<b>Payment #</b>	<b>Payment Due Date</b>	<b>Payment Amount</b>
1	Due on January 27, 2019, invoiced in accordance with the MSA	585,901
2	Due on the first anniversary of the Order Term Start Date	585,901
3	Due on the second anniversary of the Order Term Start Date	585,901
4	Due on the third anniversary of the Order Term Start Date	585,901
5	Due on the fourth anniversary of the Order Term Start Date	585,901
	<b>Total Subscription Fees</b>	<b>2,929,505</b>

<b>Baseline FSE Worker Count by SKU</b>		
<b>SKU</b>	<b>Service</b>	<b>Baseline FSE Worker Count for Order Form</b>
HCM	Human Capital Management**	1,369
CCB	Cloud Connect for Benefits	1,369
CCTPP	Cloud Connect for Third Party Payroll	1,369
TT	Time Tracking	1,369
LRN*	Learning	1,369
MNCF*	Media Cloud – No Fee	1,369
PRJT***	Projects	1,369
PB***	Project Billing	1,369
EXP	Expenses**	1,369
PRO*	Procurement**	1,369
FIN*	Core Financials**	1,369
GM*	Grants Management	1,369
REC*	Recruiting	1,369

*\*Customer agrees that the number of Additional FSE Workers for the service SKU will always be equal to the then-current number of Additional FSE Workers for HCM minus Former Workers with Access.*

*\*\*Cloud Connect for HCM is included with HCM. Cloud Connect for Expenses and Procurement is included with EXP/PRO. Cloud Connect for Financials is included with FIN.*

*\*\*\*Projects was previously included with HCM. Project Billing was previously included with FIN.*

<b>Annual Subscription Fee per Additional FSE Worker by SKU</b>	<b>Fees</b>
HCM, CCB, CCTPP, TT, EXP, PRO, FIN, GM	365.56
PRJT	Included with HCM
PB	Included with FIN
REC	33.55
LRN	28.86
MNCF	No Fee

<b>Translations</b>	<b>Number of Language Translations</b>
Number of Translations	All Available



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Customer Contact Information	Billing, In Care of
Contact Name	Kim McCord
Street Address	28000 Marguerite Parkway
City/Town, State/Region/County, Zip/Post Code	Mission Viejo, CA 92692
Country	United States
Phone/Fax #	(949) 582-4661
Email (required)	<a href="mailto:kmccord@socccd.edu">kmccord@socccd.edu</a>

This Order Form is only valid and binding on the parties when executed by both parties and is subject to the terms in the MSA and the additional terms in attached Addenda. This Order Form is subject to the terms in the MSA and the additional terms in the attached Addenda and Exhibit. Customer is purchasing the Service that is currently available. The parties acknowledge and agree that on January 26, 2019 Order Form #1, with an Order Effective date of January 28, 2014, Order Form #93802, as extended, with an Order Effective date of November 2, 2015, and Order Form #124832, with an Order Effective date of April 27, 2017, between Customer and Workday, will expire with no further force or effect. Upon such expiration, this Order Form will govern Customer's use of the Service, as defined above. All remittance advice and invoice inquiries can be directed to [Accounts.Receivable@workday.com](mailto:Accounts.Receivable@workday.com).

IN WITNESS WHEREOF, this Order Form is entered into and becomes a binding part of the above-referenced MSA as of the Order Effective Date, defined above.

**South Orange County Community College District      Workday, Inc.**

Signature

Signature

Name

Name

Title

Title

Date Signed

Date Signed



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## ADDENDUM A ADDITIONAL ORDER FORM TERMS

**1. General.** Unless otherwise defined herein, capitalized terms used in this Order Form have the same meaning as set forth in the MSA. References to “annual” or “year” in this Order Form mean the consecutive 12-month period during the Order Term. The Total Subscription Fee during the Order Term only includes use of the Service by up to the maximum stated number of full-service equivalent workers per SKU set forth in the “Baseline FSE Worker Count by SKU” table (“FSE Workers”). FSE Workers may not be decreased during the Order Term.

**2. FSE Workers and Growth.** FSE Workers are calculated by categorizing each Customer worker to one of the worker category below, multiplying the Worker number by the applicable percentage rate, and then adding totals for each category of worker.

***Sample Total FSE Worker Calculation:***

Worker Category	Applicable Number	Applicable Percentage	FSE Worker Calculation
Full-Time Employees	2,000	100.0%	2,000
Part-Time Employees	500	25.0%	125
Associates	100	12.5%	13
Former Workers with Access	0	2.5%	0
<b>Totals:</b>	<b>2,600</b>		<b>2,138</b>

The Service may be used by Customer only for the following categories of Employees/Workers:

**“Full-Time Employee”** means: (a) for Employees reported to the Integrated Postsecondary Education Data System (“IPEDS”), a full-time employee (faculty and other staff) as reported by Customer to IPEDS annually in the fall; and (b) for Employees not reported to IPEDS, an employee of Customer regularly scheduled for more than twenty hours per week regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Full-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

**“Part-Time Employee”** means: (a) for Employees reported to IPEDS, a part-time employee (faculty and other staff) as reported by Customer to the IPEDS annually in the fall; and (b) for Employees not reported to IPEDS, an employee of Customer regularly scheduled for twenty hours per week or less regardless of the method of payment or actual hours worked, whether or not such employee is eligible to receive employee benefits in accordance with Customer’s internal standard practices. A Part-Time Employee will be considered non-temporary if they are hired to work for a period of more than 3 months in a given year.

**“Associate”** means an individual not counted as a Full-Time Employee or Part-Time Employee but in one of the following categories: temporary employees, student workers, visiting academics, independent contractors and affiliated non-employees including, but not limited to, volunteers and vendors whose Active Records are in the Service.

**“Former Worker With Access”** is a former worker (Employee or Associate) that continues to have access to the Service through the Employee Self-Service features.

Static Records related to former Workers may be maintained in the Service but shall be excluded from the calculation of FSE Workers. A “Static Record” is a record in the Service for a Worker with whom Customer has no further relationship as of the Effective Date and to whom Customer has not provided self-service access, and includes former Worker records used solely for historical reference. All other worker records are “Active Records”.

**3. Growth.** Customer must run a report 60 days prior to each anniversary of the Order Term start date to establish the number of Active Records per SKU (“**Annual Reporting**”) and report the numbers no later than 30 days prior to the anniversary of the Order Term start date, as well as its IPEDS numbers for its most recent “as-of” October 15



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IPEDS count date (“Annual Reporting Date”). If Customer has any one-time addition of workers (e.g., M&A) that would increase FSE Workers by 5% or more (“**Growth Event**”), Customer must report the number of additional workers 30 days prior to the date the workers are added to the Service (“Growth Event Reporting Date”). In each case, Customer must report the numbers to [subscriptions@workday.com](mailto:subscriptions@workday.com) and Workday will determine the extent that the reported numbers exceed FSE Workers by applying the calculation described in Section 2 (such excess, “Additional FSE Workers”).

Customer agrees to pay fees for the Additional FSE Workers for each SKU to cover the period from (i) the anniversary of the Order Term start date immediately following the Annual Reporting Date or (ii) the date the workers are added to the Service after a Growth Event Reporting Date, through the subsequent anniversary date (each a “**Reporting Period**”) at the Annual Fee per Additional FSE Worker per SKU set forth above. If there are Additional FSE Workers for the HCM SKU, then such Additional FSE Workers shall also automatically be applicable to any SKU marked with \* in the Baseline FSE Worker Count by SKU table. Customer agrees to execute an Order Form documenting the additional fees due pursuant to this section.

**4. Renewal.** Upon Customer’s request at any time during the Order Term, Workday will provide its then-current prices for renewal of this Order Form and will engage in good faith negotiations regarding Subscription Fees for Customer’s use of the Service for a period of time following completion of the Order Term (“Renewal Term”). The Renewal Term and the Subscription Fees due during the Renewal Term (“Renewal Fees”) will be documented with a new Order Form. Renewal Fees are due by the first day of the Renewal Term to ensure continuous Service.

**5. Service Credits.** Workday will provide SLA Service Credits as set forth in the Agreement.



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## WORKDAY SERVICE SKU DESCRIPTIONS ADDENDUM

Customer may use only the Service SKUs subscribed to as listed on page 1 of the Order Form. Workday Service SKU descriptions for applications not subscribed to by Customer are provided for reference only and are subject to change.

### **Human Capital Management**

Workday HCM supports an organization in organizing, staffing, paying, and developing its global workforce. Workday HCM includes Global Human Resources Management (Workforce Lifecycle Management, Organization Management, Compensation, Business Asset Tracking, Absence, and Employee Benefits Administration) and Global Talent Management (Goal Management, Performance Management, Succession Planning, and Career and Development Planning). Workday HCM includes connectors that facilitate integration to select Workday partners that provide capabilities including: recruiting, learning, time and attendance, and user account provisioning (LDAP/Active Directory).

### **Cloud Connect for Benefits**

Cloud Connect for Benefits extends Workday HCM by providing integration to a growing catalog of benefits providers, including: health insurance, health and flexible spending accounts, retirement savings plans, life insurance, AD&D insurance, and COBRA administrators.

### **Workday Payroll for US**

Workday Payroll for US supports the creation and management of Payroll for U.S. employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, involuntary withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Configure and calculate payroll commitments. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

### **Workday Payroll for Canada**

Workday Payroll for Canada supports the creation and management of Payroll for Canadian employees. Configure earnings, deductions, accumulations, and balances. Identify tax authorities each company wishes to withhold for. Manage worker tax data, payment elections, income withholding orders, and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Create record of employment data. Workday Payroll includes connectors that facilitate integration to select Workday partners that provide capabilities, including: time and attendance, tax filing, check printing, and direct deposit.

### **Workday Payroll for the United Kingdom**

Workday Payroll for the United Kingdom supports the creation and management of Payroll for United Kingdom employees. Configure earnings, deductions, accumulations, and balances. Manage worker payment elections and payroll input. Calculate, review/audit, and complete payrolls and settlement runs. Identify company tax data. Manage worker tax, national insurance, student loan and court order deductions and statutory payments associated to birth and adoption. Manage standard employee tax reporting including RTI.

### **Workday Payroll for France**

Workday Payroll for France supports the creation and management of Payroll for French employees. Configure earnings, deductions, accumulations, and balances. Calculate, review/audit, and complete payrolls and settlement runs. Manage URSSAF, pôle emploi and ARRCO-AGIRC contributions, loans and advances, and withholding orders deductions. Create and manage Healthcare/Disability/Contingency "Prévoyance" contributions. Manage DSN reporting.

### **Cloud Connect for Third-Party Payroll**

Cloud Connect for Third-Party Payroll extends Workday HCM by providing integrations to third-party payroll providers and aggregators. Also includes the Payroll Connector (generic integration template that provides a starting point for integration to a third party payroll provider).

### **Time Tracking**

Workday Time Tracking supports an organization in collecting, processing, and distributing time data for its global workforce. Workday Time Tracking module includes the following capabilities: basic time scheduling, time entry (hourly, time in/time out), approvals, configurable time calculation rules, and reporting.





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### **Projects**

Projects enables organizations to create and manage projects, initiatives, and other types of work. This includes the ability to build project plans and utilize project breakdown structures that include phases, tasks, and milestones as well as plan, staff, and track projects, initiatives, and work efforts.

### **Project Billing**

Project Billing enables organizations to bill clients for specific projects. This includes the ability to configure billing rates and rules, to review and approve billable transactions, and to invoice the customer.

### **Learning**

Workday Learning supports an organization in training and developing its workforce. This includes the ability to manage, organize and deliver learning content using Media Cloud, and to leverage Workday HCM data to create targeted learning campaigns. A variety of learning content is supported - including but not limited to video, packaged third-party content, and user-generated content. Workday Learning also offers the ability to manage certifications and instructor-led course enrollments, and to gather feedback and analytics relating to the learning experience.

### **Media Cloud**

Workday Media Cloud is a media content management system that consists of Workday's storage, encoding, caching, playback, streaming, and related service components as provided by Workday for customers of the Workday Service. A variety of learning content is supported by Media Cloud, including but not limited to video, packaged third-party content, and user-generated content.

### **Expenses**

Workday Expenses supports employee expense processing. Workday Expenses includes self-service and administrative functions to support employee expense reporting and reimbursement, including expense reports, global expense rules, approvals, reimbursement, credit card integration, and spend analytics. Workday Expenses includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

### **Procurement**

Workday Procurement includes procure to pay functionality to address spend for goods, contingent workers, and deliverable services. Manage suppliers, supplier contracts, requisitions, purchase and change orders, receipts, and goods and services sourcing. Maintain purchase items, catalogs, and a supplier portal. Track and analyze time, activity, and spend. Create receipt accruals for approved, but not yet invoiced receipts. Workday Procurement includes connectors that facilitate integration to partners that provide capabilities, including: corporate card transactions, and support for 'punchout' to suppliers.

### **Inventory**

Workday Inventory provides basic functionality for goods procured, stored, consumed and replenished within an organization. Workday Inventory includes the ability to define and place inventory in storage locations, count physical inventory and make necessary adjustments, value items in inventory, assign and manage different units of measure and replenish inventory using automatic re-order points. Workday Inventory is designed for tracking of internally used goods only and does not support use cases for external distribution (e.g., to customers or distributors).

### **Core Financials**

Workday Core Financials provides traditional financial management and accounting functionality, including financial management, accounting and reporting, financial consolidation, supplier accounts, customer accounts, business assets, cash management, budgets, contracts, billing, and revenue recognition. Core Financials includes connectors that facilitate integration to select Workday partners that provide capabilities, including: customer relationship management, electronic payments, and customer payments via credit card.

### **Grants Management**

Workday Grants Management enables organizations to administer and report on awards from the federal government, foundations, or other funding institutions. Workday Grants Management includes functionality to track and manage sponsors, awards, grants, and grant hierarchies. It also includes capabilities to calculate facilities and administration costs, and to bill and report to sponsors.



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**Planning**

Workday Planning enables organizations to perform planning, budgeting, and forecasting for workforce and financial purposes. Workday Planning includes the ability to create baseline budgets, planning models, and forecast scenarios.

**Recruiting**

Workday Recruiting supports an organization in its talent acquisition process. It is designed to help hiring managers and recruiters identify, hire and onboard the right talent for their business. Workday Recruiting supports the hiring process, including pipeline management, requisition management, job posting distribution, interview management, offer management, as well as supports local data compliance and pre-employment activities. Workday Recruiting also offers hiring teams tools to proactively source, nurture and track internal and external prospective candidates throughout the recruiting process.

**Prism Analytics**

Workday Prism Analytics is an analytics application that provides Workday customers the ability to blend and analyze Workday data and non-Workday data from multiple sources. Workday Prism Analytics includes a data repository for storage and management of data, data preparation tools for transformation and blending of data from various sources, and tools to explore and analyze the data.

**Prism Analytics Capacity Unit**

A Workday Prism Analytics Capacity Unit increases the licensed Workday Prism Analytics limits for both Published Data Rows and Data Storage for a particular Tenant for the remainder of the applicable Order Term.



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## WORKDAY LEARNING ADDITIONAL TERMS AND CONDITIONS ADDENDUM

### 1. Permitted Scope of Use

Customer may use Workday Learning only for the internal business purposes of Customer and its Affiliates for training and developing its internal workforce limited to its Employees or Workers having an active record in the HCM Service and that are included in the number of Permitted FSE Workers in a current Order Form. If and when Learning is available for use by Customer's external users, Customer may elect to purchase such functionality subject to additional fees and applicable terms. Learning includes unlimited storage for Media Cloud Content (defined in the Media Cloud Terms Addendum) for Customer's learning programs and unlimited bandwidth. All use of Media Cloud, both with Learning and with any other Service applications, is subject to the terms and conditions set forth in the Media Cloud Terms Addendum.

### 2. Course Content

Workday Learning provides Customer with the opportunity to build and promote to its workforce customized learning programs, lessons, and campaigns created through use of the Workday Learning Service ("**Courses**"). Courses may include links to or otherwise incorporate Media Cloud Content. Customer is solely responsible for all content of Courses it creates in Workday Learning, including any related Media Cloud Content ("**Course Content**"). Customer must obtain and maintain all necessary rights, consents, permissions and licenses to transfer, convert, input or upload Course Content into Workday Learning and to publish, broadcast, and otherwise make any such Course Content available to its users. Customer is responsible for obtaining all applicable licenses and authorizations for streaming or displaying Course Content to its users in any and all locations from which Customer's users access the Workday Service. To the extent Customer is not the sole owner of any Course Content, Customer is solely responsible for complying with the content owner's applicable terms of use and all Laws applicable to use of such Course Content, both from where Course Content is accessed and where Course Content is displayed. Customer agrees to indemnify and hold harmless Workday, its service providers and subcontractors, and its and their Affiliates, from any losses arising out of or relating to any third-party claim concerning Course Content or Customers' violation of the applicable Media Cloud AUPs (defined in the Media Cloud Terms Addendum). Customer grants Workday, its service providers and subcontractors, and its and their Affiliates, all right and licenses to access, publish and use Course Content for the purposes of providing the Learning Service and/or to comply with the Laws or requests of a governmental or regulatory body.

### 3. Additional Support Location for Workday Learning

Customer understands and agrees that Workday may provide support for Learning from Canada, including access to Customer's Tenants in connection with such support.



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## WORKDAY MEDIA CLOUD ADDITIONAL TERMS AND CONDITIONS ADDENDUM

These Workday Media Cloud Additional Terms and Conditions (“**Media Cloud Terms**”) apply only to Workday’s Media Cloud. Unless otherwise defined, capitalized terms used in these Media Cloud Terms have the same meaning as set forth in the MSA. These Media Cloud Terms, which are subject to and governed by the MSA except as otherwise set forth herein, apply to Media Cloud and Media Cloud Content (as defined below). The parties expressly agree that these Media Cloud Terms apply uniquely to Media Cloud and Media Cloud Content and do not in any way amend the terms of the MSA

**1. Provision of Media Cloud.** “**Media Cloud**” consists of Workday’s storage, encoding, caching, playback, streaming, and related service components for Media Cloud Content as provided by Workday for customers of the Workday Service. Media Cloud components are hosted or delivered by third party service providers using cloud infrastructure. Customer authorizes and grants Workday the rights to use Amazon Web Services, Inc. (“**AWS**”), International Business Machines Corporation (“**IBM**”) and Akamai Technologies, Inc (“**Akamai**”) as the initial third-party service providers of Media Cloud. Customer understands that Workday may change its Media Cloud service providers or move all or additional portions of Media Cloud into a Workday hosted co-location data center. Prior notice of a change to any new third-party service providers will be provided through Workday’s standard customer communication method (i.e. Community posts, customer care notification, etc.). Workday is not required to escrow third party source code that is used in providing the Media Cloud services.

**2. Media Cloud Content.** Media Cloud Content is Confidential Information subject to the MSA. “**Media Cloud Content**” means:

- (a) all video, audio, live stream and packaged e-learning content (such as SCORM, AICC, xAPI, CMI-5 or other formats) (referred to herein as “**Packaged Media Content**”) either (i) uploaded by or for Customer to Media Cloud through any Workday Service application including Workday Drive (if and when available), (ii) recorded or created by or for Customer within a Workday Service application using any Media Cloud features, or (iii) auto-generated by Media Cloud in connection with (i) or (ii) in this subsection;
- (b) any images, thumbnails, closed-captions, text transcripts, presentation slides, tracking data, annotations, questions, responses, and other metadata related to any Media Cloud Content listed in Section 2(a); and
- (c) all content retrieved by Media Cloud from a third-party API that is either publicly available or for which Customer has obtained and provided valid credentials to the Workday Service to import such content into Media Cloud.

**3. Player for Packaged Media Content.** Workday Media Cloud offers an optional “**Player for Packaged Media Content**”. The Player for Packaged Media Content is not part of the Workday Service and is not covered under Workday’s existing audit reports, the Workday Security Exhibit, or the Workday Customer Audit Program. Workday will provide support for the Player for Packaged Media Content consistent with Workday’s standard support policy. Customer is licensed to use the Player for Packaged Media Content solely in support of Customer’s use of the Learning Service. “**Packaged Media Content User Interaction Data**” means data relating to user interactions with Packaged Media Content, including but not limited to, start/stop course activity, quiz responses, and interactions with page elements.

**4. Customer Rights and Obligations.** Customer may use Media Cloud only in connection with authorized use of Workday Service applications for the benefit of Customer and its Affiliates covered under a current subscription with Workday. Customer agrees to use Media Cloud in accordance with these Media Cloud Terms. Customer is solely responsible for: (a) obtaining and/or verifying it has all licenses, consents, rights, permits, and authorizations necessary for transferring, uploading, publishing, broadcasting, streaming and displaying Media Cloud Content in all locations from which Customer’s or its Affiliate’s users access the Workday Service and for the public use of external sites as referenced above; (b) to the extent Customer is not the sole owner of any Media Cloud Content, complying with the content owner’s applicable terms of use; (c) complying with and ensuring its Affiliates and all of their users comply with the Media Cloud AUPs (as defined below); (d) complying with and ensuring its Affiliates and all of their users comply with all Laws applicable to use of Media Cloud Content, both from where Media Cloud Content is accessed and where Media Cloud Content is displayed; and (e) the transfer of personal data or other sensitive data to Media Cloud. Customer further agrees: (i) Media Cloud is not intended for storage or transmission of sensitive personal data, credit card data, or HIPAA protected data; and (ii) to indemnify and hold Workday, its service providers and subcontractors, and its and their Affiliates, harmless from any losses arising out of or relating to any third-party claim concerning Media Cloud Content or violation of the Media Cloud AUPs by Customer, its Affiliates or its users. Content provided by Workday and third parties, as well as content catalog listing information, is not part of the Workday Service, and such content may only be used subject to the content provider’s terms of use and privacy policies.



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5. **Media Cloud AUPs.** “Media Cloud AUPs” means, collectively: (a) the AWS Acceptable Use Policy applicable to the use of Amazon Web Services’ platform, the current version found at <http://aws.amazon.com/aup> and which is subject to change at the discretion of the service provider; (b) the Akamai Acceptable Use Policy applicable to the use of Akamai’s content delivery network, the current version found at <https://www.akamai.com/us/en/privacy-policies/acceptable-use-policy.jsp> and which is subject to change at the discretion of the service provider; and (c) Workday’s Learning and Media Cloud AUP, the current version found at <https://community.workday.com/aup-learning> and which is subject to change at the discretion of Workday. Workday may suspend Customer’s access to Media Cloud at any time if Workday reasonably believes that Customer has or intends to violate these Media Cloud Terms, which may include instances where Workday or its suppliers reasonably believes that Customer has or intends to violate the Media Cloud AUPs. To the extent practicable, Workday will only suspend Customer’s right to access or use the instances, data (including Media Cloud Content), or portions of Media Cloud that caused the suspension. Customer agrees that any such suspension or termination will not be deemed a breach of the MSA by Workday. Customer agrees to cooperate with Workday and its service providers in the investigation of any actual or alleged violation of any Media Cloud AUP.

6. **Ownership and Reservation of Rights.** As between Workday and Customer, Customer retains all ownership in the Media Cloud Content uploaded to Media Cloud by any Authorized Party of Customer. Notwithstanding the foregoing, Workday or its suppliers retain all ownership in Media Cloud Content that it makes available for Customer use. Workday is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Customer. Workday and its suppliers retain all ownership in all components of Media Cloud. Customer is granted the rights specified in these Media Cloud Terms and all other rights remain vested in Workday.

7. **Security.** Workday shall implement appropriate technical and organizational measures designed to protect Media Cloud Content against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to, as set forth in the Workday Media Cloud – Security Exhibit attached hereto. Media Cloud, including the AWS and Akamai operations and facilities, are not covered under any of Workday’s existing audit reports. Primary storage of Media Cloud Content is on AWS, which employs encryption at rest for Media Cloud Content, taking into account available technology. Currently, Media Cloud Content and Packaged Media Content User Interaction Data that traverses through Akamai uses Transport Layer Security (TLS). Media Cloud Content and Packaged Media Content User Interaction Data is not encrypted at rest when temporarily cached in Akamai in connection with content delivery. Workday employs a security incident response plan that includes procedures to be followed in the event of any security breach. For the avoidance of doubt, Media Cloud Content (including, but not limited to, Packaged Media Content) will not be considered Customer Data (as that term is defined in the MSA). For purposes of clarification, the Workday Security Exhibit shall not apply to Media Cloud Content (including, but not limited to, Packaged Media Content, Player for Packaged Media Content, or other Media Cloud services).

8. **Data Processing Terms.** These data processing terms apply to Workday’s processing of Media Cloud Content that is related to an identified or identifiable person (“Media Cloud Content Personal Data”):

- (a) Workday will process Media Cloud Content Personal Data solely to provide Media Cloud in accordance with Customer’s documented instructions, which are provided in the MSA and this Order Form, these Media Cloud Terms and any relevant Workday Service application terms, and the applicable Documentation;
- (b) All authorized personnel who process Media Cloud Content Personal Data will be bound by confidentiality obligations that survive employment termination;
- (c) Customer agrees that Workday may use Subprocessors to process Media Cloud Content Personal Data. For the purpose of this Section, the term “Subprocessor” means a Workday Affiliate or third-party entity engaged by Workday as a data processor. Workday will contractually bind such Subprocessor to security and privacy terms no less protective than those provided in these Media Cloud Terms. Workday shall be liable for the acts and omissions of such Subprocessors to the same extent as if the acts or omissions were performed by Workday. Workday will make available to Customer through Workday’s customer website a list of Subprocessors (currently located at: <https://community.workday.com>) authorized to process Media Cloud Personal Data (“Media Cloud Subprocessor List”) and provide Customer with a mechanism to obtain notice of any updates to the Media Cloud Subprocessor List. Prior to authorizing any new Subprocessor to Process Media Cloud Personal Data, Workday will provide notice to Customer by updating the Media Cloud Subprocessor List. To the extent Customer objects on reasonable grounds relating to data protection to Workday’s use of a new Subprocessor, then no more than 30 days after Workday provides Customer with Notice of the new Subprocessor, Customer may terminate Media Cloud use in accordance with these Media Cloud Terms or, if a Subprocessor is used for a specific optional feature, cease using the applicable feature;



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- (d) Customer is responsible for responding to any person's request to access, correct, delete or restrict that person's Media Cloud Content Personal Data. If Workday receives such a request, Workday shall promptly redirect such requester to Customer;
- (e) Workday will, as necessary to enable Customer to meet its obligations under applicable data protection laws, either: (i) provide Customer with the ability to access, correct, delete, or restrict Media Cloud Content Personal Data within Media Cloud; or (ii) make such corrections, deletions, or restrictions on Customer's behalf if such functionality is not available within Media Cloud (with the choice between (i) and (ii) being at Workday's sole discretion);
- (f) Workday, Inc. is self-certified under the EU-U.S. and the Swiss-U.S. Privacy Shield Frameworks maintained by the U.S. Department of Commerce ("Privacy Shield") and complies with their requirements for handling, collecting and transferring any Media Content Personal Data from the European Economic Area and Switzerland to the United States in connection with Media Cloud. Workday will remain certified for the Term (as defined below); provided that the Privacy Shield is recognized under Law as a lawful basis for transferring any Media Cloud Content Personal Data to a recipient outside the European Economic Area;
- (g) Workday shall promptly notify Customer of any Personal Data Breach of Media Cloud Content Personal Data (as defined below) in accordance with the Security Breach notification provisions of the MSA. To the extent Customer requires additional information from Workday to meet its Personal Data Breach notification obligations under applicable data protection laws, Workday shall provide reasonable assistance to provide such information to Customer taking into account the nature of processing and the information available to Workday;
- (h) To the extent Customer requires Workday's assistance to meet its obligations under Article 35 and 36 of the GDPR to carry out a data protection impact assessment and prior consultation with the competent supervisory authority related to Customer's use of Media Cloud, Workday will, taking into account the nature of processing and the information available to Workday, provide reasonable assistance to Customer through the Customer Audit Program;
- (i) Media Cloud is not covered under any of Workday's existing audit reports or the Workday Customer Audit Program. Customer may request copies of AWS's third party audit reports, subject to AWS's own requirements, which include a requirement to have a confidentiality agreement in place directly with AWS;
- (j) Workday's EU Access Policy does not apply to Media Cloud;
- (k) Upon termination of Media Cloud, Workday will delete Customer's Media Cloud Content in a timely manner;
- (l) Workday will process Media Cloud Personal Data to provide Media Cloud. The duration of processing Media Cloud Personal Data shall be for the Term;
- (m) The categories of data subjects and types of personal data are as follows: Current and former employees and workers; Customer-created training videos that may contain images of data subjects; and
- (n) As relates to Media Cloud Content Personal Data, these Media Cloud Terms control over any additional or conflicting terms in the MSA or any executed data processing or transfer agreement or EU model clauses between the parties or between Workday and Customer's Affiliates.

For purposes of this Section, "**Personal Data Breach of Media Cloud Content Personal Data**" means a 'personal data breach' as defined in the General Data Protection Regulation (EU) 2016/679 ("**GDPR**") affecting Media Cloud Content Personal Data.

**9. Support.** Customer understands and agrees that (a) Workday may provide support for Media Cloud from Canada, in addition to other Workday support locations, including access to Customer's Media Cloud Content in connection with such support and (b) to the extent Customer elects to use any third party tool or website to diagnose and troubleshoot any issues with Customer's Media Cloud Content or use of Media Cloud, even if recommended by Workday, Customer shall be solely responsible and shall indemnify and hold Workday its service providers and subcontractors, and its and their Affiliates, harmless from any and all losses arising out of or relating to Customer's use of any such third party tool or website.

**10. Workday Remediation of Certain Unauthorized Disclosures.** In the event of a Security Breach of Media Cloud Content Personal Data (as defined herein) caused by Workday's breach of its security and/or privacy obligations under these Media Cloud Terms, Workday shall pay the reasonable and documented costs incurred by Customer in connection with the following items: (a) costs of any required forensic investigation to determine the cause of the breach; (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Media Cloud Content Personal Data may have been accessed or acquired; (c) providing credit monitoring service to individuals whose Media Cloud Content Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service; and (d) operating a call center to respond to questions from individuals whose Media Cloud Content Personal Data may have been





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accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE MSA TO THE CONTRARY, WORKDAY SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO RECKLESS MISCONDUCT, GROSS NEGLIGENCE, WILLFUL MISCONDUCT AND/OR FRAUD BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

**11. Government Access Requests.** Unless prohibited by Law or a legally-binding request of law enforcement, Workday shall promptly notify Customer of any request by a government agency or law enforcement authority for access to or seizure of Media Cloud Content.

**12. Media Cloud Term and Termination.** Notwithstanding anything to the contrary in the MSA or the Order Form to which this Addendum is attached (the “**Order Form**”), unless earlier terminated as provided herein, these Media Cloud Terms shall commence on the Order Effective Date and continue through the end of the term of the MSA (the “**Term**”). If Customer’s right to use the Learning Service has expired or terminated, then either Party may terminate these Media Cloud Terms by providing formal written notice in accordance with the notice requirements in the MSA. As of the effective date of termination of these Media Cloud Terms: (a) Customer shall immediately cease accessing and otherwise utilizing Media Cloud; (b) Customer will no longer provide any Media Cloud Content; and (c) Workday will delete all of Customer’s Media Cloud Content in a timely manner. Except for Customer’s right to use Media Cloud, the provisions herein shall survive any termination or expiration of these Media Cloud Terms. Customer understands that Media Cloud Terms must be in place for Customer to use certain features of other Workday Service applications, such as Learning.



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## WORKDAY MEDIA CLOUD SECURITY EXHIBIT

Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that are appropriate to (a) the size, scope and type of Workday's business; (b) the amount of resources available to Workday; (c) the type of information that Workday will store; and (d) the need for security and confidentiality of such information.

Workday's security program is designed to:

- Protect the confidentiality, integrity, and availability of Media Cloud Content in Workday's possession or control or to which Workday has access;
- Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Media Cloud Content;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Media Cloud Content;
- Protect against accidental loss or destruction of, or damage to, Media Cloud Content; and
- Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated.

Without limiting the generality of the foregoing, Workday's security program includes:

- 1. Security Awareness and Training.** Mandatory security awareness and training programs for all members of Workday's workforce, which includes:
  - (a) Training on how to implement and comply with its information security program; and
  - (b) Promoting a culture of security awareness.
- 2. Access Controls.** Policies, procedures, and logical controls:
  - (a) To limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons; and
  - (b) To prevent those workforce members and others who should not have access from obtaining access.
- 3. Physical and Environmental Security.** Controls that provide reasonable assurance that access to physical servers at the data centers housing Media Cloud Content is limited to properly authorized individuals and that environmental controls are established to detect, prevent and control destruction due to environmental extremes. These controls include:
  - (a) Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel; and
  - (b) Camera surveillance systems at critical internal and external entry points to the data center.
- 4. Security Incident Procedures.** A security incident response plan that includes procedures to be followed in the event of any security breach of any application or system directly associated with the accessing, processing, storage, communication, or transmission of Media Cloud Content.
- 5. Contingency Planning.** Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Media Cloud Content or production systems that contain Media Cloud Content.
- 6. Data Integrity.** Policies and procedures to ensure the confidentiality, integrity, and availability of Media Cloud Content and to protect it from disclosure, improper alteration, or destruction.
- 7. Storage and Transmission Security.** Security measures to guard against unauthorized access to Media Cloud Content that is being transmitted over a public electronic communications network or stored electronically.
- 8. Assigned Security Responsibility.** Assigning responsibility for the development, implementation, and maintenance of its information security program.
- 9. Testing.** Regularly testing the key controls, systems and procedures of its information security program to validate that they are properly implemented and effective in addressing the threats and risks identified.





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- 10. Monitoring.** Network and systems monitoring, including error logs on servers, disks and security events for any potential problems. Such monitoring includes:
- (a) Reviewing changes affecting systems handling authentication, authorization, and auditing; and
  - (b) Reviewing privileged access to Workday production systems related to Media Cloud Content.
- 11. Change and Configuration Management.** Maintaining policies and procedures for managing changes Workday makes to production systems, applications, and databases related to Media Cloud Content. Such policies and procedures include:
- (a) A process for documenting, testing and approving the patching and maintenance of the Service; and
  - (b) A security patching process that requires patching systems in a timely manner based on a risk analysis.
- 12. Program Adjustments.** Workday monitors, evaluates, and adjusts, as appropriate, the security program in light of:
- (a) Any relevant changes in technology and any internal or external threats to Workday or the Media Cloud Content;
  - (b) Security and data privacy regulations applicable to Workday; and
  - (c) Workday's own changing business arrangements, such as mergers and acquisitions, alliances and joint ventures, outsourcing arrangements, and changes to information systems.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Academic Employees and Classified Administrators  
Personnel Actions – Regular Items

**ACTION:** Ratification

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**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the academic employees and classified administrators' personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL  
ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Brody, Jaime	MA/English	English/IVC	2	01/14/19
Chocco, Joy	MS/Nursing Education	Nursing/SC	2	01/14/19
De Santiago, Stacy	MS/Nursing	Nursing/SC	2	01/14/19
Ditta, Annie	MS/Psychology	Psychology/IVC	2	01/14/19
Johnson, Sandra	BS/Home Economics	Emeritus/SC	1	11/01/18
Klockenkemper, Daniel	MA/Film Production	Communication Arts/SC	2	01/14/19
Natale, Alex	PhD/Physics	Physics/IVC	5	01/14/19
Tirona, Taylor	MA/Social Work	Counseling/SC	2	11/01/18
Zaitoun, Basel	PhD/Chemistry	Chemistry/IVC	5	01/14/19

**B. ADDITIONAL COMPENSATION: GENERAL FUND**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Formanek, Donald	Theatre Arts Production Coordinator	\$3,073.50	01/14/19-05/22/19
Long, Lewis	Co-Chair, English 2	\$683.00	01/14/19-05/22/19
Manuel-Ellison, Ron	Chair, Theatre Arts/Theatre Prod.	\$4,098.00	01/14/19-05/22/19
McLaughlin, June	Paralegal Program Coordinator	\$2,732.00	01/16/18-05/23/18
McLaughlin, June	Paralegal Program Coordinator	\$2,732.00	08/20/18-12/19/18
McLaughlin, June	Paralegal Program Coordinator	\$2,732.00	01/14/19-05/22/19
Melendez, Robert	Chair, Counseling	\$2,732.00	01/14/19-05/22/19
Neesen, Bill	Facilitator, Forensics	\$3,415.00	01/14/19-05/22/19
<b>Total for Month: General Fund/IVC</b>		<b>\$22,197.50</b>	
<b>2018-2019 IVC FISCAL YEAR TOTAL TO DATE</b>		<b>\$324,275.58</b>	

**B. ADDITIONAL COMPENSATION: GENERAL FUND – Continued**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Barrows, Morgan	Chair, Env Studies/Ecology/Marine	\$2,390.50	01/08/19-05/24/19
Barrows, Morgan	Chair, Env Studies Supp Duties	\$2,390.50	01/08/19-05/24/19
Beckham, Jack	English Comp Coordinator	\$4,098.00	01/08/19-05/24/19
Beckham, Jack	Writing Center Coordinator	\$2,049.00	01/08/19-05/24/19
Bennett, Michael	Chair, Adapted Kinesiology	\$2,390.50	01/08/19-05/24/19
Bowman, Don	Chair, Accounting	\$3415.00	01/08/19-05/24/19
Branch Stewart, Kim	Chair, Human Services	\$2390.50	01/08/19-05/24/19
Branch Stewart, Kim	Chair, Human Services Supp. Duties	\$1,366.00	01/08/19-05/24/19
Caggiano, Jodi	Co-Chair, Nursing/Health Science	\$2,732.00	01/08/19-05/24/19
	Chair, Nursing/Health Science Supp. Duties	\$4,098.00	01/08/19-05/24/19
Camelot, Allison	Chair, Sociology	\$2,390.50	01/08/19-05/24/19
Cesareo, Claire	Chair, Anthropology/Ethnic Studies	\$3,073.50	01/08/19-05/24/19
Chang, Sarah	Chair, Counseling	\$1,707.50	01/08/19-05/24/19
Chu, Hencelyn	Chair, Medical Lab Technician	\$1,707.50	01/08/19-05/24/19
Cox, Barbara	Co-Chair, Business	\$409.80	01/08/19-05/24/19
Crabb, Kerry	Chair, Intercollegiate Athletics	\$4,098.00	01/08/19-05/24/19
Damm, Kathryn	Chair, Psychology	\$4,781.00	01/08/19-05/24/19
Damm, Kathryn	Student Learning Outcomes Coord.	\$8,196.00	01/08/19-05/23/19
DeDonno, Tom	Chair, CIM/Admin Asst	\$5,464.00	01/08/19-05/24/19
Evancoe, Eugene	Chair, Electronics/Comp Maintenance	\$1,707.50	01/08/19-05/24/19
Even, Ryan	Chair, Photography	\$1,707.50	01/08/19-05/24/19
Farnsworth, Robert	Co-Chair, Horticulture/ Landscape	\$1,195.25	01/08/19-05/24/19
Farthing, Scott	Co-Chair, Music	\$3,415.00	01/08/19-05/24/19
Fier, Scott	Chair, Chemistry	\$3,073.50	01/08/19-05/24/19
Fox, Lindsay	Chair, Fashion	\$3,756.50	01/08/19-05/24/19
Fox, Lindsay	Chair, Fashion, Supp. Duties	\$1,024.50	01/08/19-05/24/19
Fredrickson, Scott	Co-Chair, Business	\$3,688.20	01/08/19-05/24/19
Gabdrakhmanova, Farida	Co-Chair, Interior Design	\$1,195.25	01/08/19-05/24/19
Gabdrakhmanova, Farida	Chair, Interior Design, Supp. Duties	\$2,390.50	01/08/19-05/24/19
Garcia, Renee	Anthropology Lab Coordinator	\$1,366.00	01/08/19-05/24/19
Ghanbarpour, Christina	Chair, Gender and Sexuality Studies	\$1,366.00	01/08/19-05/24/19
Gilbert, Annie	Co-Chair, Adult Education	\$1,366.00	01/08/19-05/24/19
Haeri, Mitch	Chair, Astronomy/Physics/Engineering	\$2,732.00	01/08/19-05/24/19
Haight, Laura	Co-Chair, Art	\$2,390.50	01/08/19-05/24/19
Hardick, Randy	Chair, EMS/Paramedics	\$1,366.00	01/08/19-05/24/19
Hernandez-Bravo, Carmenmara	Co-Chair, International Languages	\$6,010.40	01/08/19-05/24/19

**B. ADDITIONAL COMPENSATION: GENERAL FUND – Continued**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Hernandez-Bravo, Carmenmara	Language Lab Coordinator	\$2,049.00	01/08/19-05/24/19
Hoggatt, Michael	Chair, Special Services	\$1,707.50	01/08/19-05/24/19
Hoolihan, Lori	Co-Chair, Interior Design	\$1,195.25	01/08/19-05/24/19
Hoolihan, Lori	Chair, Family, Consumer Science & Nutrition	\$2,390.50	01/08/19-05/24/19
Hoolihan, Lori	Chair, Family, Consumer Science & Nutrition, Supp. Duties	\$1,707.50	01/08/19-05/24/19
Huntley, Tony	Chemical Hygiene Officer	\$4,098.00	01/08/19-05/24/19
Ibbotson, Jill	Co-Chair, Adult Education	\$2,049.00	01/08/19-05/24/19
Inlow, Lisa	Chair, Culinary, Hospitality & Tourism	\$2,390.50	01/08/19-05/24/19
Inlow, Lisa	Chair, Culinary, Hospitality & Tourism, Supp. Duties	\$2,390.50	01/08/19-05/24/19
Kiernan, Maria	Co-Chair, Emeritus	\$7,376.40	01/08/19-05/24/19
Konishi, Hiro	Chair, Cinema, TV, Radio	\$4,098.00	01/08/19-05/24/19
Langrell, Jenny	Library Coordinator	\$4,098.00	01/08/19-05/24/19
Lawson, Anne	Co-Chair, Nursing/Health Science	\$2,732.00	01/08/19-05/24/19
Lawson, Anne	Co-Chair, Nursing/Health Science, Supp. Duties	\$4,098.00	01/08/19-05/24/19
Lee, Ken	Chair, Horticulture/Landscape Design	\$1,195.25	01/08/19-05/24/19
Lee, Ken	Chair, Horticulture/Landscape Design, Supp. Duties	\$2,390.50	01/08/19-05/24/19
Licavoli, Lisa	Co-Chair, Emeritus	\$2,458.80	01/08/19-05/24/19
Lowe, Lesley	Co-Chair, Emeritus	\$2,458.80	01/08/19-05/24/19
MacMillan, Sharon	Chair, Political Science	\$2,390.50	01/08/19-05/24/19
Major, Nicole	Gerontology Coordinator	\$2,049.00	01/08/19-05/24/19
McElroy, Mark	Chair, Health	\$1,366.00	01/08/19-05/24/19
McGirr, Julie	ESL Lab Services Coordinator	\$2,049.00	01/08/19-05/24/19
McGirr, Julie	Chair, ESL, Supp. Duties	\$1,366.00	01/08/19-05/24/19
McGirr, Julie	Chair, ESL	\$683.00	01/08/19-05/24/19
McGuire, Bill	Chair, Theatre	\$3,415.00	01/08/19-05/24/19
Mularski, Jed	Chair, History	\$683.00	01/08/19-05/24/19
Murray, Pete	Chair, Humanities/Philosophy	\$3,073.50	01/08/19-05/24/19
Nadeau, Bouchra	Co-Chair, International Languages	\$1,502.60	01/08/19-05/24/19
O'Leary, Thomas	Chair, Art History/Fine Arts	\$1,707.50	01/08/19-05/24/19
O'Shea, Erin	Co-Chair, Art	\$2,390.50	01/08/19-05/24/19
Pakula, Jennifer	Chair, Economics	\$1,366.00	01/08/19-05/24/19
Perez, Larry	Chair, Computer Science	\$2,049.00	01/08/19-05/24/19
Plascencia			
Carrizosa, Brenda	Co-Chair, Child Development	\$2,049.00	01/08/19-05/24/19
Posada, Tim	Chair, Journalism	\$1,707.50	01/08/19-05/24/19
Posada, Tim	Chair, Journalism, Supp. Duties	\$1,707.50	01/08/19-05/24/19

**B. ADDITIONAL COMPENSATION: GENERAL FUND – Continued**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Renault, Irene	Co-Chair, Reading	\$1,366.00	01/08/19-05/24/19
Renault, Irene	Academic Reading Co-Coordinator	\$1,024.50	01/08/19-05/24/19
Renault, Irene	Co-Chair, Reading, Supp. Duties	\$1,366.00	01/08/19-05/24/19
Repka, Jim	Chair, Geology	\$1,707.50	01/08/19-05/24/19
Schermerhorn, Brock	Co-Chair, Real Estate	\$1,024.50	01/08/19-05/24/19
Sellers, Joey	Co-Chair, Music	\$3,415.00	01/08/19-05/24/19
Silveira, Lisa	Co-Chair, Mathematics	\$3,415.00	01/08/19-05/24/19
Smith, Christina	Chair, Educational Studies	\$2,390.50	01/08/19-05/24/19
Smith, Maureen	Geography/GIS Lab Coordinator	\$1,366.00	01/08/19-05/24/19
Smith, Maureen	Chair, Geography/GIS	\$2,390.50	01/08/19-05/24/19
Smith, Jeanne	Co-Chair, Mathematics	\$3,415.00	01/08/19-05/24/19
Stankovich, Kimberly	Chair, Speech	\$4,098.00	01/08/19-05/24/19
Steinriede, Lindsay	Chair, Kinesiology & Recreation	\$6,147.00	01/08/19-05/24/19
Stephens, Blake	Chair, Architecture/Drafting	\$3,415.00	01/08/19-05/24/19
	Chair, Architecture/Drafting Supp. Duties	\$1,707.50	01/08/19-05/24/19
Stephens, Blake			
Stevenson, Glen	Chair, Advanced Manufacturing	\$1,366.00	01/08/19-05/24/19
	Chair, Advanced Manufacturing Supp. Duties	\$1,707.50	01/08/19-05/24/19
Stevenson, Glen			
Street, Karah	Co-Chair, Biology/Oceanography	\$2,732.00	01/08/19-05/24/19
Tamer, Rita,	Chair, American Sign Language	\$1,366.00	01/08/19-05/24/19
Tamialis, Barbara	Co-Chair, Child Development	\$2,049.00	01/08/19-05/24/19
	Chair, Child Development, Supp. Duties	\$2,732.00	01/08/19-05/24/19
Tamialis, Barbara			
Taylor, Karen	Chair, Graphic Comm/Design	\$3,073.50	01/08/19-05/24/19
	Chair, Graphic Comm/Design, Supp. Duties	\$2,390.50	01/08/19-05/24/19
Taylor, Karen			
Teh, Steve	Co-Chair, Biology/Oceanography	\$2,732.00	01/08/19-05/24/19
Vogel, Jeff	Academic Reading Co-Coordinator	\$1,024.50	01/08/19-05/24/19
Vogel, Jeff	Co-Chair, Reading	\$1,366.00	01/08/19-05/24/19
Vogel, Jeff	Co-Chair, Reading, Supp. Duties	\$1,366.00	01/08/19-05/24/19
Welc, Martin	Co-Chair, Real Estate	\$1,024.50	01/08/19-05/24/19
White Alcover, Susan	Chair, Medical Assistant/Medical Ins.	\$1,707.50	01/08/19-05/24/19
<b>Total for Month: General Fund/Saddleback College</b>		<b>\$246,221.50</b>	
<b>2018-2019 SC FISCAL YEAR TOTAL TO DATE</b>		<b>\$403,468.77</b>	

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Andreacchi,			
Bartholomew	AB705 Workshop (3)	\$61.74	09/07/18-09/07/18
Burt, Joe	AB705 Workshop (26)	\$61.74	10/16/18-10/16/18
Burt, Joe	AB705 Workshop (15)	\$61.74	09/11/18-09/11/18
Clarke, Kristy	SWP Biotechnology 273 Dev.	\$823.20	08/20/18-12/09/18
Connors, Frances	AB705 Workshop (4)	\$61.74	09/07/18-09/07/18
Connors, Frances	AB705 Workshop (25)	\$61.74	10/12/18-10/12/18
Doherty, Michelle	AB705 Workshop (11)	\$61.74	09/07/18-09/07/18
Doherty, Michelle	AB705 Workshop (22)	\$61.74	10/12/18-10/12/18
Evans, Julie	WR302 Training (BST)	\$61.74	09/20/18-09/20/18
Herold, Julie	AB705 Workshop (12)	\$61.74	09/11/18-09/11/18
Huber, Kenn	Math Challenge Test in Canvas	\$905.52	08/20/18-12/19/18
Johnson, Jeffrey	WR302 Training (BST)	\$61.74	09/20/18-09/20/18
Kaminsky, Rebecca	English Multiple Measures W/Group	\$2,049.00	08/20/18-12/19/18
Kaminsky, Rebecca	Faculty Workshops Project (BST)	\$1,975.68	08/20/18-12/19/18
Kaminsky, Rebecca	WR302 Training (BST)	\$61.74	09/20/18-09/20/18
Knoll, Melissa	AB705 Workshop (19)	\$61.74	09/07/18-09/07/18
Liu, Emily	Faculty Workshops Project (BST)	\$1,975.68	08/20/18-12/19/18
Lutz, Sunita	AB705 Workshop (5)	\$61.74	09/07/18-09/07/18
Mattoon, Mark	AB705 Workshop (9)	\$61.74	09/07/18-09/07/18
Mattoon, Mark	AB705 Workshop (23)	\$61.74	10/12/18-10/12/18
Melendez, Robert	Student Success & Dept. Coordinator	\$2,732.00	01/14/19-05/22/19
Meyer, Kurt	AB705 Workshop (17)	\$61.74	09/11/18-09/11/18
Meyer, Kurt	AB705 Workshop (29)	\$61.74	10/16/18-10/16/18
Nguyen, Tuan	Teacher Education Pathway Program	\$1,975.68	01/14/19-05/22/19
Noone, Kristin	AB705 Workshop (16)	\$61.74	09/07/18-09/07/18
O'Connor, Vanessa	AB705 Workshop (10)	\$61.74	09/11/18-09/11/18
O'Connor, Vanessa	AB705 Workshop (29)	\$61.74	10/16/18-10/16/18
Powell, Laura	AB705 Workshop (18)	\$61.74	10/16/18-10/16/18
Roberts, Katie	AB705 Workshop (20)	\$61.74	10/16/18-10/16/18
Ryals, Kay	AB705 Workshop (8)	\$61.74	09/11/18-09/11/18
Ryals, Kay	AB705 Workshop (24)	\$61.74	10/16/18-10/16/18
Schelden, Peter	WR302 Training (BST)	\$288.12	05/29/18-08/11/18
Serpas, Summer	Faculty Workshops Project (BST)	\$1,975.68	08/20/18-12/19/18
Shank, Virginia	AB705 Workshop (13)	\$61.74	09/07/18-09/07/18
Shank, Virginia	AB705 Workshop (27)	\$61.74	10/16/18-10/16/18
Tanriverdi, Fawn	EOPS-CARE Faculty Coordinator	\$3,442.00	01/14/19-05/24/19
Terranova, John	AB705 Workshop (14)	\$61.74	09/07/18-09/07/18
Tran, Tiffany	English Multiple Measures W/Group	\$2,049.00	08/20/18-12/19/18

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND -**  
**Continued**

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

Name	Activity	Not to Exceed	
		Amount (\$)	Effective Date
Vernazza, Daniel	AB705 Workshop (6)	\$61.74	09/07/18-09/07/18
Vernazza, Daniel	AB705 Workshop (21)	\$61.74	10/16/18-10/16/18
Vernazza, Daniel	WR302 Training (BST)	\$61.74	09/20/18-09/20/18
Weil, Alex	AB705 Workshop (7)	\$61.74	09/11/18-09/11/18

**Total for Month: Non-General Fund/Irvine Valley College \$22,105.50**  
**2018-2019 IVC FISCAL YEAR TOTAL TO DATE \$264,942.90**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

Name	Activity	Not to Exceed	
		Amount (\$)	Effective Date
Allah, Nancy	LVLUP-Eng. PD Effect. Comm. 1 <sup>st</sup> W/S	\$102.90	09/14/18-09/14/18
Allah, Nancy	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup> W/S	\$102.90	10/12/18-10/12/18
Allah, Nancy	LVLUP-AHE Peer Academy	\$82.32	09/07/18-09/07/18
Allah, Nancy	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Bagwell, Janet	LVLUP- SASP Inst. Orientation Mtg	\$82.32	10/05/18-10/05/18
Beckham, Jack	LVLUP- SASP Inst. Orientation Mtg	\$82.32	10/05/18-10/05/18
Black, Patricia	HIT Coordinator Data Management	\$1,234.80	11/01/18-11/30/18
Boustani, Ladi	LVLUP-AHE Peer Academy	\$82.32	09/07/18-09/07/18
Boustani, Ladi	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Branch-Stewart, Kim	V-CAT Project Exhibit Review	\$2,058.00	08/20/18-12/19/18
Brooks, Taylor	High School visits San Juan/Capo	\$246.96	10/25/18-10/26/18
Budica, Jessica	BSI English PLC Lead Addl.Support	\$411.60	09/04/18-12/07/18
Casil, Amy	LVLUP-PD High Impact 2 <sup>nd</sup> W/S	\$82.32	10/26/18-10/26/18
Casil, Amy	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Cesareo, Claire	LVLUP-SB Mentorship Program	\$823.20	10/12/18-12/14/18
Chatham, Lynne	LVLUP-PD High Impact 2 <sup>nd</sup> W/S	\$82.32	10/26/18-10/26/18
Chatham, Lynne	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup> W/S	\$102.90	10/12/18-10/12/18
Ciavarella, Catherine	LVLUP-PD High Impact 2 <sup>nd</sup> W/S	\$102.90	10/26/18-10/26/18
Ciavarella, Catherine	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup> W/S	\$102.90	10/12/18-10/12/18
Cox, Barbara	LVLUP-Saddleback Peer Academy	\$205.80	10/05/18-10/05/18
Donaldson, Lindsay	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Douvillier, Aaron	The Pressure is On W/S	\$329.28	11/10/18-11/10/18
Dubon, Valeska	BSI AHE Practicum W/S	\$370.44	09/21/18-11/16/18



**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND –**  
**Continued**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Elston, Lisa	BSI AHE Practicum W/S	\$370.44	09/21/18-11/16/18
Engels, Michael	LVLUP- SASP Inst. Orientation Mtg	\$82.32	10/05/18-10/05/18
Engels, Michael	BSI CPR Retreat Lead	\$123.48	10/25/18-12/07/18
Engels, Michael	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Engels, Michael	LVLUP-Academic Supp. Program	\$411.60	10/19/18-12/07/18
Evancoe, Eugene	V-CAT Project Exhibit Review	\$2,058.00	08/20/18-12/19/18
Fredrickson, Scott	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Fredrickson, Scott	V-CAT Project Exhibit Review	\$2,058.00	08/20/18-12/19/18
Gonzalez, Sara	LVLUP- SASP Inst. Orientation Mtg	\$82.32	10/05/18-10/05/18
Gonzalez, Sara	LVLUP-PD High Impact/Engage	\$617.40	09/28/18-11/30/18
Gonzalez, Sara	LVLUP-Eng-PD Online W/S	\$1,234.80	09/03/18-11/30/18
Gonzalez, Sara	BSI AHE Practicum Lead	\$1,234.80	08/20/18-12/07/18
	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup>		
Gonzalez, Sara	W/S	\$102.90	10/12/18-10/12/18
Goulding, Carrie	BSI CPR Retreat Lead	\$123.48	10/25/18-12/07/18
Gronnerud, Kathleen	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Gronnerud, Kathleen	LVLUP High School Outreach	\$370.44	10/18/18-10/25/18
Hardick, Randy	Customized Training–CPR/First Aid	\$823.20	10/08/18-10/13/18
Harter-Johnson, Danashanti	Choreographer	\$800.00	08/20/18-11/30/18
	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup>		
Hedgecock, Jennifer	W/S	\$102.90	10/12/18-10/12/18
Heffner, Jessica	LVLUP- SASP Inst. Orientation Mtg	\$82.32	10/05/18-10/05/18
Himes, Marjorie	Choreographer	\$1,250.00	08/20/18-11/30/18
Hitch, Ryan	BSI English PLC	\$864.36	10/10/18-11/16/18
Hollis, Casey	TPP Team Professional Dev.	\$515.00	08/20/18-12/19/18
Homma, Mary	Customized Training- Child Dev.	\$308.70	10/08/18-10/13/18
Ibrahim, Sakina	Choreographer	\$800.00	08/20/18-11/30/18
Jenkins, Tina	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Jenkins, Tina	LVLUP-SB Mentorship Program	\$823.20	10/12/18-12/14/18
Jennison, Elizabeth	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Jennison, Elizabeth	Accounting Tutor Training Dev.	\$205.80	11/01/18-11/30/18
Jones, Monik	Choreographer	\$800.00	08/20/18-11/30/18
Kelsey, Dave	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Kihyet, Connie	LVLUP High School Outreach	\$123.48	10/24/18-10/24/18
	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup>		
Kihyet, Connie	W/S	\$102.90	10/12/18-10/12/18
Kihyet, Connie	V-CAT Project Exhibit Review	\$2,058.00	08/20/18-12/19/18
Long, Clifton	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Luke, Gary	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Magrann, Tracey	HIT Curriculum Coordinator	\$1,234.80	11/01/18-11/30/18
Mamoon, Safia	HIT Standards Coordinator	\$4,500.00	07/01/18-08/10/18

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND –**  
**Continued**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Mamoon, Safia	HIT Standards Coordinator	\$1,995.00	11/01/18-11/30/18
Mamoon, Safia	HIT Standards Coordinator	\$1,995.00	01/14/19-02/28/19
McCleave, Sumaya	BSI CPR Retreat Lead	\$123.48	10/25/18-12/07/18
McConkey, Jennifer	ACEN Accreditation Editor	\$2,000.00	10/01/18-12/14/18
	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup>		
McMahon, Arnold	W/S	\$102.90	10/12/18-10/12/18
McMurtrey, Megan	BSI English PLC	\$370.44	10/10/18-11/16/18
Medling, Jane	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Medling, Jane	Accounting Tutor Training Dev.	\$205.80	11/01/18-11/30/18
Morrison, Anna	LVLUP-PD High Impact 2 <sup>nd</sup> W/S	\$82.32	10/26/18-10/26/18
Morrison, Anna	BSI English PLC	\$123.48	10/10/18-11/16/18
Moussatche, Sierra	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Moussatche, Sierra	LVLUP High School Outreach	\$246.96	10/11/18-10/30/18
Murray, Pete	LVLUP-AHE Facilitation	\$205.80	09/07/18-09/07/18
Murray, Pete	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Myhren, Brett	LVLUP-PD High Impact 2 <sup>nd</sup> W/S	\$82.32	10/26/18-10/26/18
	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup>		
Myhren, Brett	W/S	\$102.90	10/12/18-10/12/18
Myhren, Brett	BSI English PLC	\$740.88	10/10/18-11/16/18
Navarro, Jonathan	High School Visits Capo/Vitalink	\$288.12	10/22/18-11/05/18
Navarro, Jonathan	The Pressure is on W/S	\$329.28	11/10/18-11/10/18
Navarro, Jonathan	CAT Association Conference	\$329.28	10/20/18-10/20/18
Nelson, Terence	V-CAT Innovation Support	\$3,087.00	05/29/18-08/10/18
Pedrals, Maricel	HIT Coordinator Resource Management	\$1,234.80	11/01/18-11/30/18
Perry, Matt	CAT Association Conference	\$329.28	10/20/18-10/20/18
Pieri, Glenna	BSI AHE Practicum	\$246.96	09/21/18-11/16/18
Rangel, Efren	CalWorks Coordination	\$4,445.28	01/14/19-05/23/19
Rasch, Kaylan	TPP Team Professional Dev.	\$515.00	08/20/18-12/19/18
	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup>		
Raynesford, Kim	W/S	\$102.90	10/12/18-10/12/18
Raynesford, Kim	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup>		
Romesburg, Rod	W/S	\$102.90	10/12/18-10/12/18
Selff, Sean	CAT Association Conference	\$329.28	10/20/18-10/20/18
	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup>		
Shaffer, Gina	W/S	\$102.90	10/12/18-10/12/18
Shaw, Charles	High School visits San Clem/El Toro	\$411.60	10/17/18-10/30/18
Shaw, Charles	High School visit Capo Valley	\$246.96	10/22/18-10/22/18
Shaw, Charles	CAT Association Conference	\$329.28	10/20/18-10/20/18
Shaw, Charles	The Pressure is on W/S	\$329.28	11/10/18-11/10/18
Smith, Basil	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18

**C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND – Continued**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2018/2019 fiscal years.

Name	Activity	Amount (\$)	Effective Date
Smith, Christina	Center for Teaching Pathways Coord.	\$1,000.00	08/20/18-12/19/18
Stachenfeld, Marilyn	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Taylor, Karen	Curriculum Development	\$5,500.00	09/01/18-12/31/18
Toscano, Laura	LVLUP-Academic Supp. Program	\$411.60	10/19/18-12/07/18
Wajid-Ali, Darlisa	Choreographer	\$350.00	08/20/18-11/30/18
Walsh, Dan	V-CAT Project Exhibit Review	\$2,058.00	08/20/18-12/19/18
	LVLUP-Eng. PD Effect. Comm. 2 <sup>nd</sup>		
Weaver, Chris	W/S	\$102.90	10/12/18-10/12/18
Whynaught, Jeffrey	LVLUP-PD High Impact 2 <sup>nd</sup> W/S	\$82.32	10/26/18-10/26/18
Wilson, Steve	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Wolff, Michele	Customized Training-Child Seizure	\$411.60	10/08/18-10/13/18
Wolff, Michele	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Wolff, Michele	LVLUP High School Outreach	\$246.96	10/22/18-10/23/18
Woods, David	BSI English PLC	\$617.40	10/10/18-11/16/18
Yassine, Amina	V-CAT Project Exhibit Review	\$2,058.00	08/20/18-12/19/18
Yeganehshakib, Reza	LVLUP-Saddleback Peer Academy	\$82.32	10/05/18-10/05/18
Yell, Lacey	Choreographer	\$500.00	08/20/18-11/30/18
Zemanek, Erika	LVLUP- SASP Inst. Orientation Mtg	\$82.32	10/05/18-10/05/18
Zoval, Jim	NSF Includes	\$5,000.00	10/01/18-12/19/18
Zoval, Jim	NSF Includes	\$5,000.00	01/14/19-05/22/19

**Total for Month: Non-General Fund/Saddleback College      \$77,240.34**  
**2018-2019 SADDLEBACK FISCAL YEAR TOTAL TO DATE      \$251,413.20**

**D. ADMINISTRATOR CONTRACT EXTENSIONS**

1. The following South Orange County Community College District Administrators are to receive the specified contract extension, effective July 1, 2019.

<u>Administrator</u>	<u>Assignment</u>	<u>Salary Placement</u>	<u>Contract Term/Yr.</u>
Keith Shackelford	Dean of Health Sciences, Kinesiology and Athletics/IVC	22/8	06/30/2021
Dan Clauss	Dean of Kinesiology and Athletics/SC	22/4	06/30/2021
Christian Alvarado	Dean of Enrollment Services/SC	22/8	06/30/2021
Kari Irwin	Assistant Dean of Career and Technical Education/SC	20/4	06/30/2021
Karima Feldhus	Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships/SC	23/8	06/30/2020



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF  
DEAN OF ENROLLMENT SERVICES AT SADDLEBACK COLLEGE  
BETWEEN  
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
CHRISTIAN ALVARADO**

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 Christian Alvarado (hereinafter "Mr. Alvarado").

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Dean of Enrollment Services. Mr. Alvarado is hereby employed for a period of time commencing on July 1, 2019, and ending on June 30, 2021, as the Dean of Enrollment Services. The Dean is an academic employee as defined in Education Code Section 87001(a), an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1 (g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies, or procedures.

3. Powers and Duties. Mr. Alvarado shall perform all of the powers and duties of the position of Dean of Enrollment Services, as set forth in the position description, and such other duties as may be assigned. During the term of this contract Mr. Alvarado 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 Dean of Enrollment Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 8, \$213,480 per annum. The salary shall be paid in equal monthly installments for the duration of the Agreement. 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 or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. The Dean of Enrollment Services shall be required to render 12 months of full and regular service (approximately 243 days) 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 of Student Services, Saddleback College.

6. Performance Evaluations:

6.1 The Vice President of Student Services, Saddleback College will provide Mr. Alvarado with periodic opportunities to discuss the Dean/ Vice President of Student Services relationship.

6.2 The Vice President of Student Services, Saddleback College will set Mr. Alvarado's goals for the each 12-month period by June 20 of the preceding academic year. Mr. Alvarado's performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President of Student Services, Saddleback College by October 20 of that academic year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Alvarado, 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. Alvarado 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. Alvarado for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Mr. Alvarado 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. Alvarado, his spouse, and eligible dependents all health and welfare benefits, which presently include health, medical, dental, and vision, 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. Alvarado, 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. If the Board determines to exercise its right to not renew this Agreement the Board shall send the Dean of Enrollment Services written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If the Board provides such written notice to the Dean of Enrollment Services, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of nonrenewal by the December

31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. The procedures for dismissal set forth in Education Code Sections 87660 *et seq.* and Sections 87732 *et seq.* shall not apply to non-renewal of this Agreement.

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. Alvarado 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 Range V, Step 1 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. Alvarado'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 is convicted of a crime constituting an "abuse of office," the Dean 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 Burke  
Chancellor  
South Orange County Community College District

Dated \_\_\_\_\_

by \_\_\_\_\_  
Mr. Christian Alvarado  
Dean of Enrollment Services  
Saddleback College

Dated \_\_\_\_\_



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF  
VICE CHANCELLOR OF TECHNOLOGY AND LEARNING SERVICES  
BETWEEN  
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
DR. ROBERT BRAMUCCI**

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 Dr. Robert Bramucci (hereinafter "Vice Chancellor" or "Dr. Bramucci").

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Vice Chancellor of Technology and Learning Services. Dr. Bramucci is hereby employed for a period of time commencing on July 1, 2019, and ending on June 30, 2022, as the Vice Chancellor of Technology and Learning Services. The Vice Chancellor of Technology and Learning Services is an academic employee as defined in Education Code Section 87001(a), an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1 (g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies, or procedures.

3. Powers and Duties. Dr. Bramucci shall perform all of the powers and duties of the position of Vice Chancellor of Technology and Learning Services, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Bramucci 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 Chancellor of Technology and Learning Services shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 27, Step 8, \$272,472 per annum. The salary shall be paid in equal monthly installments for the duration of the Agreement. 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 Chancellor of Technology and Learning Services' salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. The Vice Chancellor of Technology and Learning Services shall be required to render 12 months of full and regular service (approximately 243 days) to the District during each annual period covered by this Agreement, or any successor. The Vice Chancellor of Technology and Learning Services shall accrue one day of sick leave for each full month of employment during the term of this Agreement. The Vice Chancellor of Technology and Learning 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 Vice Chancellor of Technology and Learning Services may accrue vacation days up to a maximum of forty-eight (48) days. Once the Vice Chancellor 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 Vice Chancellor of Technology and Learning 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 Chancellor.

6. Performance Evaluations:

6.1 The Chancellor will provide Dr. Bramucci with periodic opportunities to discuss the Vice Chancellor / Chancellor relationship.

6.2 The Chancellor will set Dr. Bramucci's goals for the each 12-month period by June 20 of the preceding academic year. Dr. Bramucci's performance in achieving those goals and carrying out his 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. Bramucci, 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. Bramucci in the performance of the duties of Vice Chancellor of Technology and Learning Services.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Bramucci for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Bramucci with a monthly stipend of \$625 to cover use of a personal automobile within Orange County.

7.3 The District shall furnish the Vice Chancellor of Technology and Learning Services with a computer and printer for the Vice Chancellors use at home during the term of this Agreement. The Vice Chancellor shall maintain internet service and a dedicated telephone line (landline) at his residence, and shall additionally obtain a cellular telephone and service from a carrier of his choice. A monthly allowance of \$100 will be provided to cover telephone/internet expenses. A monthly allowance of \$165 will be provided to cover cellular telephone expenses.

8. Fringe Benefits. The District shall provide to Dr. Bramucci, his spouse, and eligible dependents all health and welfare benefits, which presently include health, medical, dental, and vision, 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. Bramucci, 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. If the Board determines to exercise its right to not renew this Agreement the Board shall send the Vice Chancellor of Technology and Learning Services written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If the Board provides such written notice to the Vice Chancellor of Technology and Learning Services, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of nonrenewal by the December 31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. The procedures for dismissal set forth in Education Code Sections 87660 *et seq.* and Sections 87732 *et seq.* shall not apply to non-renewal of this Agreement.

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 Chancellor of Technology and Learning 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 Chancellor of Technology and Learning Services shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Vice Chancellor of Technology and Learning 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 Vice Chancellor of Technology and Learning Services, provide the Vice Chancellor of Technology and Learning Services with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Vice Chancellor of Technology and Learning Services shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Vice Chancellor of Technology and Learning Services shall immediately cease to receive the compensation, benefits, and allowances set forth in this Agreement.

Since Dr. Bramucci 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 Range V, Step 1 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 Chancellor of Technology and Learning Services with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Vice Chancellor of Technology and Learning 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. Bramucci'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 Chancellor is convicted of a crime constituting an "abuse of office," the Vice Chancellor 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 Burke  
Chancellor  
South Orange County Community College District

Dated \_\_\_\_\_

by \_\_\_\_\_  
Dr. Robert Bramucci  
Vice Chancellor of Technology and Learning Services  
South Orange County Community College District

Dated \_\_\_\_\_



Office of Human  
Resources

**AGREEMENT FOR EMPLOYMENT OF  
DEAN OF KINESIOLOGY AND ATHLETICS  
SADDLEBACK COLLEGE**

**BETWEEN  
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
DAN CLAUSS**

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 Dan Clauss (hereinafter "Mr. Clauss").

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Dean of Kinesiology and Athletics. Mr. Clauss is hereby employed for a period of time commencing on July 1, 2019, and ending on June 30, 2021, as the Dean of Kinesiology and Athletics at the District's Saddleback College campus. Dean of Kinesiology and Athletics 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. Clauss shall perform all of the powers and duties of the position of Dean of Kinesiology and Athletics 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. Clauss 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 Kinesiology and Athletics shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 4, \$175,632 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 Kinesiology and Athletics' 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. Clauss shall be required to render 12 months of full and regular service (243 days) to the District during each annual period covered by this Agreement, or any successor. Mr. Clauss shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Mr. Clauss 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. Clauss 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. Clauss 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.

6. Performance Evaluations.

6.1 The Vice President for Instruction will provide Mr. Clauss with periodic opportunities to discuss the Vice President/Dean's relationship.

6.2 The Vice President for Instruction will set Mr. Clauss' goals for each 12-month period by June 20 of each college year. Mr. Clauss' performance in achieving those goals and carrying out his 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 Mr. Clauss, 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. Clauss in the performance of the duties of Dean of Kinesiology and Athletics/Athletics Director.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Clauss for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Mr. Clauss 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. Clauss and his spouse and eligible dependents, all health and welfare benefits which presently include health, medical, dental, and vision insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Mr. Clauss, 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. If the Board determines to exercise its right to not renew this Agreement the Board shall send the Dean of Kinesiology and Athletics written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If the Board provides such written notice to the Dean of Kinesiology and Athletics, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of nonrenewal by the December 31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. The procedures for

dismissal set forth in Education Code Sections 87660 *et seq.* and Sections 87732 *et seq.* shall not apply to non-renewal of this Agreement.

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 Kinesiology and Athletics 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 Kinesiology and Athletics shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Kinesiology and Athletics 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 Kinesiology and Athletics, provide the Dean of Kinesiology and Athletics with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Kinesiology and Athletics shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Kinesiology and Athletics shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Mr. Clauss 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 Range V, Step 1 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 Kinesiology and Athletics with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Kinesiology and Athletics 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. Clauss' 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.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

by \_\_\_\_\_  
Dr. Kathleen Burke  
Chancellor  
South Orange County Community College District

Dated \_\_\_\_\_

by \_\_\_\_\_  
Dan Clauss  
Dean of Kinesiology and Athletics  
Saddleback College

Dated \_\_\_\_\_



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF  
ASSISTANT VICE PRESIDENT 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, 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 Karima Feldhus (hereinafter "Dr. Feldhus").

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships. Dr. Feldhus is hereby employed for a period of time commencing on July 1, 2019, and ending on June 30, 2020, as the Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships at the District's Saddleback College campus. Assistant Vice President, 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). This contract supersedes all previous agreements.

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 Assistant Vice President, 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 Assistant Vice President, 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, \$224,184 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 Vice President, 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 or 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 of Instruction at Saddleback College.

6. Performance Evaluations.

6.1 The Vice President of Instruction will provide Dr. Feldhus with periodic opportunities to discuss the Vice President/Assistant Vice President relationship.

6.2 The Vice President of Instruction will set Dr. Feldhus's goals for each 12-month period by June 20 of each college 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 June 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 Assistant Vice President, 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 District 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 and 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. If the Board determines to exercise its right to not renew this Agreement the Board shall send the Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If the Board provides such written notice to the Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of nonrenewal by the December 31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. The procedures for dismissal set forth in Education Code Sections 87660 *et seq.* and Sections 87732 *et seq.* shall not apply to non-renewal of this Agreement.

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 Vice President, 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 Assistant Vice President, 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 Assistant Vice President, 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 Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships, provide the Assistant Vice President, 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 Assistant Vice President, 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 Assistant Vice President, 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 V, Step 1 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 Vice President, 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 Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships shall receive an amount equivalent to not more than twelve (12) 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. Feldhus 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. Feldhus'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.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

by \_\_\_\_\_  
Dr. Kathleen Burke  
Chancellor  
South Orange County Community College District

Dated \_\_\_\_\_

by \_\_\_\_\_  
Dr. Karima Feldhus  
Assistant Vice President, Community Education, Emeritus Institute, and K-12 Partnerships  
Saddleback College

Dated \_\_\_\_\_



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF  
ASSISTANT DEAN OF CAREER AND TECHNICAL EDUCATION  
SADDLEBACK COLLEGE  
BETWEEN  
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
KARI IRWIN**

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 Kari Irwin (hereinafter "Ms. Irwin").

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Assistant Dean of Career and Technical Education. Ms. Irwin is hereby employed for a period of time commencing on July 1, 2019, and ending on June 30, 2021, as the Assistant Dean of Career and Technical Education at the District's Saddleback College campus. Assistant Dean of Career and Technical 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. Ms. Irwin shall perform all of the powers and duties of the position of Assistant Dean of Career and Technical Education 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. Irwin 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 Career and Technical Education shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 20, Step 4, \$159,312 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 Career and Technical 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 or operate as an extension or renewal of this Agreement.

5. Professional Schedule and Vacation. Ms. Irwin 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. Irwin shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Ms. Irwin 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. Irwin may accrue vacation days up to a maximum of forty-eight (48) days. Once Ms. Irwin 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. Irwin 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 Dean of Economic and Workforce Development and Business Science.

6. Performance Evaluations.

6.1 The Dean of Economic and Workforce Development and Business Science will provide Ms. Irwin with periodic opportunities to discuss the Dean/Assistant Dean relationship.

6.2 The Dean of Economic and Workforce Development and Business Science will set Ms. Irwin's goals for each 12-month period by June 20 of each college year. Ms. Irwin's performance in achieving those goals and carrying out her other duties will be evaluated by the Dean of Economic and Workforce Development and Business Science by June 20 of that college year.

7. Expenses and Required Memberships.

7.1 The District shall reimburse Ms. Irwin, 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. Irwin in the performance of the duties of Assistant Dean of Career and Technical Education.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Ms. Irwin for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Ms. Irwin 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. Irwin and 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. Irwin, 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. If the Board determines to exercise its right to not renew this Agreement the Board shall send the Assistant Dean of Career and Technical Education written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If

the Board provides such written notice to the Assistant Dean of Career and Technical Education, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of nonrenewal by the December 31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. The procedures for dismissal set forth in Education Code Sections 87660 *et seq.* and Sections 87732 *et seq.* shall not apply to non-renewal of this Agreement.

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 Career and Technical 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 Assistant Dean of Career and Technical Education 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 Career and Technical Education 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 Career and Technical Education, provide the Assistant Dean of Career and Technical Education with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Assistant Dean of Career and Technical Education 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 Career and Technical Education shall immediately cease to receive the compensation, benefits and allowances set forth in this Agreement.

Since Ms. Irwin 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 III, Step 1 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 Career and Technical Education with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Assistant Dean of Career and Technical Education shall receive an amount equivalent to not more than twelve (12) 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 Ms. Irwin 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 Ms. Irwin'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.

10. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to the subject matter hereof. It supersedes all prior agreements and understandings of the parties in connection herewith. It is the product of arms-length negotiations between

the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

11. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

12. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of the State of California. This Agreement incorporates by reference and is subject to the provisions of California Government Code Sections 53243, 53243.1, 53243.2, 53243.3, and 53243.4.

13. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE SOUTH ORANGE COUNTY  
COMMUNITY COLLEGE DISTRICT

by \_\_\_\_\_  
Dr. Kathleen Burke  
Chancellor  
South Orange County Community College District

Dated \_\_\_\_\_

by \_\_\_\_\_  
Kari Irwin  
Assistant Dean of Career and Technical Education  
Saddleback College

Dated \_\_\_\_\_



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF  
DEAN OF HEALTH SCIENCES, KINESIOLOGY AND ATHLETICS  
BETWEEN  
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
KEITH SHACKLEFORD**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this first day of January, 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 Keith Shackleford (hereinafter "Mr. Shackleford").

**IT IS HEREBY AGREED AS FOLLOWS:**

1. Dean of Health Sciences, Kinesiology and Athletics. Mr. Shackleford is hereby employed for a period of time commencing on July 1, 2019, and ending on June 30, 2021, as the Dean of Health Sciences, Kinesiology and Athletics. The Dean is an academic employee as defined in Education Code Section 87001(a), an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1 (g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies, or procedures.

3. Powers and Duties. Mr. Shackleford shall perform all of the powers and duties of the position of Dean of Health Sciences, Kinesiology and Athletics, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Mr. Shackleford 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 Dean of Health Sciences, Kinesiology and Athletics shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 8, \$213,480 per annum. The salary shall be paid in equal monthly installments for the duration of the Agreement. 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, Kinesiology and Athletics' 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. The Dean of Health Sciences, Kinesiology and Athletics shall be required to render 12 months of full and regular service (approximately 243 days) to the District during each annual period covered by this Agreement, or any successor. The Dean of Health Sciences, Kinesiology and Athletics shall accrue one day of sick leave for each full month of employment during the term of this Agreement. The Dean of Health Sciences, Kinesiology and Athletics 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 Health Sciences, Kinesiology and Athletics 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 Health Sciences, Kinesiology and Athletics 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 of Instruction, Irvine Valley College.

6. Performance Evaluations:

6.1 The Vice President of Instruction, Irvine Valley College will provide Mr. Shackleford with periodic opportunities to discuss the Dean/ Vice President of Instruction relationship.

6.2 The Vice President of Instruction, Irvine Valley College will set Mr. Shackleford's goals for the each 12-month period by June 20 of the preceding academic year. Mr. Shackleford's performance in achieving those goals and carrying out his other duties will be evaluated by the Vice President of Instruction, Irvine Valley College by October 20 of that academic year.

7. Expenses and Required Memberships:

7.1 The District shall reimburse Mr. Shackleford, 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. Shackleford in the performance of the duties of Dean of Health Sciences, Kinesiology and Athletics.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Mr. Shackleford for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Mr. Shackleford 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. Shackleford, his spouse, and eligible dependents all health and welfare benefits, which presently include health, medical, dental, and vision, 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. Shackleford, 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. If the Board determines to exercise its right to not renew this Agreement the Board shall send the Dean of Health Sciences, Kinesiology and Athletics written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If

the Board provides such written notice to the Dean of Health Sciences, Kinesiology and Athletics, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of nonrenewal by the December 31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. The procedures for dismissal set forth in Education Code Sections 87660 *et seq.* and Sections 87732 *et seq.* shall not apply to non-renewal of this Agreement.

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, Kinesiology and Athletics 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, Kinesiology and Athletics 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, Kinesiology and Athletics 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 Health Sciences, Kinesiology and Athletics, provide the Dean of Health Sciences, Kinesiology and Athletics with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Health Sciences, Kinesiology and Athletics 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, Kinesiology and Athletics shall immediately cease to receive the compensation, benefits, and allowances set forth in this Agreement.

Since Mr. Shackleford 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 Range V, Step 1 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, Kinesiology and Athletics with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Health Sciences, Kinesiology and Athletics 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. Shackleford'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 is convicted of a crime constituting an "abuse of office," the Dean 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 Burke  
Chancellor  
South Orange County Community College District

Dated \_\_\_\_\_

by \_\_\_\_\_  
Mr. Keith Shackelford  
Dean of Health Sciences, Kinesiology and Athletics  
Irvine Valley College

Dated \_\_\_\_\_

**TO:** Board of Trustees

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

**RE:** SOCCCD: Faculty Conversion to Canvas One-Time Stipends

**ACTION:** Ratification

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**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Those academic employees' personnel actions (Canvas Conversion one-time stipend) shown in Exhibit A are presented to the Board of Trustees for ratification to be effective on the dates as shown on the Exhibit.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the academic employee personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
ACADEMIC EMPLOYEE AND CLASSIFIED ADMINISTRATOR PERSONNEL  
ACTIONS/RATIFICATIONS**

**A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND**

1. No **Canvas Conversion** stipends were submitted for **Irvine Valley College**. Totals paid to date are shown below for informational purposes only.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u> <u>Amount (\$)</u>	<u>Effective Date</u>
December 10, 2018	IVC Canvas Conversion	-	
November 19, 2018	IVC Canvas Conversion	-	
October 29, 2018	IVC Canvas Conversion	\$ 37,000.00	
September 24, 2018	IVC Canvas Conversion	17,000.00	
August 27, 2018	IVC Canvas Conversion	45,500.00	
July 30, 2018	IVC Canvas Conversion	35,500.00	
June 25, 2018	IVC Canvas Conversion	163,000.00	
May 21, 2018	IVC Canvas Conversion	145,000.00	
April 30, 2018	IVC Canvas Conversion	50,500.00	
March 26, 2018	IVC Canvas Conversion	-	
	<b>TOTAL TO DATE:</b>	<b>\$ 493,500.00</b>	

**A. ADDITIONAL COMPENSATION: CANVAS CONVERSION-GENERAL FUND – Continued**

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the **Canvas Conversion**.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Bliss, Susan	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Davis, Bernadette	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Fuentes, Wilma	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Gates, Alana	Canvas Conversion, Online	\$5,000.00	08/20/18-12/19/18
Goodman, Richard	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Heneghan, Amy	Canvas Conversion, Web-Enhanced	\$1,000.00	05/29/18-08/12/18
Huang, Margaret	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Huggins, Barbara	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
O'Buchon, Janine	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
Steinriede, Lindsay	Canvas Conversion, Web-Enhanced	\$1,000.00	08/20/18-12/19/18
<b>December 10, 2018</b>	<b>SC Canvas Conversion</b>	<b>\$ 14,000.00</b>	
<b>November 19, 2018</b>	<b>SC Canvas Conversion</b>	<b>20,000.00</b>	
<b>October 29, 2018</b>	<b>SC Canvas Conversion</b>	<b>190,500.00</b>	
<b>September 24, 2018</b>	<b>SC Canvas Conversion</b>	<b>56,500.00</b>	
<b>August 27, 2018</b>	<b>SC Canvas Conversion</b>	<b>184,000.00</b>	
<b>July 30, 2018</b>	<b>SC Canvas Conversion</b>	<b>63,500.00</b>	
<b>June 25, 2018</b>	<b>SC Canvas Conversion</b>	<b>116,000.00</b>	
<b>May 21, 2018</b>	<b>SC Canvas Conversion</b>	<b>58,000.00</b>	
<b>April 30, 2018</b>	<b>SC Canvas Conversion</b>	<b>73,000.00</b>	
<b>March 26, 2018</b>	<b>SC Canvas Conversion</b>	<b>177,000.00</b>	
<b>TOTAL TO DATE:</b>		<b>\$ 952,500.00</b>	

**TO:** Board of Trustees

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

**RE:** SOCCCD: Classified Personnel Actions – Regular Items

**ACTION:** Ratification

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**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the classified personnel actions as shown in Exhibit A.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- a. BLITCH, MATTHEW is to be employed as Construction Manager, Categorical, Pos. #P0013307, Facilities Planning, District Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 16, Step 3, 40 hours per week, 12 months per year, effective November 19, 2018. Employment in this position is contingent upon funding by Major Capital Improvement Projects – project specific. This position was approved by the Board of Trustees on March 26, 2018.
- b. <sup>1</sup>CENZER, JORDAN DOUGLAS is to be employed as Custodian, Pos. #P0013453, Facilities, Maintenance and Operations, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 2, 40 hours per week, 12 months per year, effective September 24, 2018. This position was approved by the Interim Chancellor on May 8, 2018.
- c. <sup>2</sup>DEHNKE, LEAH RANAE is to be employed as Accounting Specialist, Pos. #P0004076, Accounting, Fiscal Services, District Services, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 2, 40 hours per week, 12 months per year, effective November 13, 2018.
- d. <sup>3</sup>FOES, JURATE is to be employed as Custodian, Pos. #P0007019, Facilities, Maintenance and Operations, Advanced Technology and Education Park, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 3, 40 hours per week, 12 months per year, effective September 24, 2018.
- e. <sup>4</sup>LUNA, GREGORIO is to be employed as Custodian, Pos. #P0001268, Facilities, Maintenance and Operations, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Step 2, 40 hours per week, 12 months per year, effective September 24, 2018.

**B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE (A) CLASSIFIED POSITION(S)**

1. CUSTODIAN, Pos. #P0014539, #P0014540, #P0014541, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, Facilities, Maintenance and Operations, Saddleback College, seeks authorization to establish and announce these full-time, 40 hours per week, 12 months per year positions to its staff complement, effective October 10, 2018. These positions were approved by the Chancellor on October 10, 2018.

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<sup>1</sup> This appointment was not placed on the October 29, 2018 Board Agenda.

<sup>2</sup> Related to Allen Dehnke, Applications Specialist III, District Services.

<sup>3</sup> This appointment was not placed on the October 29, 2018 Board Agenda.

<sup>4</sup> This appointment was not placed on the October 29, 2018 Board Agenda.



**C. REORGANIZATION/RECLASSIFICATION**

1. IRVINE VALLEY COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021.
  - a. <sup>5</sup>**CLARIFICATION** EXTENDED OPPORTUNITY PROGRAM SPECIALIST, CATEGORICAL, Pos. #P0011988, Extended Opportunity Programs and Services, School of Guidance and Counseling, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, full-time, 40 hours per week, 12 months per year position, effective June 27, 2017. Classification clarified to include the following: Employment in this position is contingent upon funding by Extended Opportunity Programs and Services (EOPS).
2. SADDLEBACK COLLEGE seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021.
  - a. <sup>6</sup>**FREEZE** COSTUME MAKER, Pos. #P0013365, Division of Fine Arts, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, full-time, 40 hours per week, 12 months per year;  
**KEEP** COSTUME/MAKEUP DESIGNER, Pos. #P0003318, Division of Fine Arts, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 132, full-time, 40 hours per week, 12 months per year position, effective December 11, 2018.
  - b. <sup>7</sup>**REPLACE** LIBRARY ASSISTANT II, Pos. #P0003401, Library Services, Student Success, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 119, full-time, 40 hours per week, 12 months per year;  
**WITH** OFFICE ASSISTANT, Pos. #P0013697, Faculty Center for Student Success, Student Success, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 113, full-time, 40 hours per week, 12 months per year position, effective June 7, 2018. This position was approved by the Interim Chancellor on June 7, 2018.

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<sup>5</sup> The funding source was not indicated on the June 26, 2017 Board Agenda.

<sup>6</sup> The Costume/Makeup Designer was not replaced with the Costume Maker, as indicated on the January 22, 2018 Board Agenda.

<sup>7</sup> It was not indicated on the June 25, 2018 Board Agenda that, as part of a reorganization, the Library Assistant II was replaced with the Office Assistant.

**C. REORGANIZATION/RECLASSIFICATION – Continued**

3. DISTRICT SERVICES seeks authorization to reclassify, eliminate and replace with the following Classified positions, within their organization as defined by Title 5 Education Code, Section (a), (b), and (c) Recruitment 53021.
- a. <sup>8</sup>**RECLASSIFY** HUMAN RESOURCES ASSISTANT, Pos. #P0003669, District Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, full-time, 40 hours per week, 12 months per year;  
**TO** HUMAN RESOURCES SPECIALIST, Pos. #P0003669, District Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hours per week, 12 months per year position, effective November 26, 2018. This position was approved by the Chancellor or designee on November 20, 2018.
- i. **PROMOTE** KAMRON NAHAVANDI, ID #021838, from HUMAN RESOURCES ASSISTANT, Pos. #P0003669, District Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Step 3, full-time, 40 hours per week, 12 months per year; to HUMAN RESOURCES SPECIALIST, Pos. #P0003669, District Human Resources, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 1, full-time, 40 hours per week, 12 months per year, effective November 26, 2018.

**D. CHANGE OF STATUS**

1. IRVINE VALLEY COLLEGE (IVC): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

<u>Name</u>	<u>Assignment From</u>	<u>Assignment To</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Kennedy, Scott	P0004403, Police Sergeant	P0004595, Police Operations Lieutenant	12/5	40	11/01/2018

2. SADDLEBACK COLLEGE (SC): CLASSIFIED CHANGE IN EMPLOYMENT STATUS (Information Items – Pursuant to Board Policy 4002.1)

<u>Name</u>	<u>Assignment From</u>	<u>Assignment To</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
<sup>9</sup> Lao, Albert	P0004070, Network Systems Technician I	P0004137, Applications Specialist II	138/3	40	07/23/2018

<sup>8</sup> This position is funded by Irvine Valley College (10%) and District Services (90%).

<sup>9</sup> This change of status was not placed on the August 27, 2018 Board Agenda.

**E. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)**

1. SADDLEBACK COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or interim assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
<sup>10</sup> Lao, Albert	P0004070, Network Systems Technician I	P0013853, Applications Specialist II	138/3	40	07/01/2018

**F. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.**

1. IRVINE VALLEY COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Vyrak, Vikyra	P0005003, Public Safety Assistant	P0014558, Police Services Specialist	132/1	40	10/22/18

2. SADDLEBACK COLLEGE **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Kostina, Ksenia	P0010420, Program Assistant, Categorical	P0014559, Senior Administrative Assistant	127/1	40	10/11/18
Miller, Janet	P0004975, Senior Administrative Assistant	P0014522, Director of Audience Development	11/1	40	10/11/2018

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<sup>10</sup> This out of class assignment was not placed on the August 27, 2018 Board Agenda.

**F. OUT OF CLASS ASSIGNMENTS – FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC. – Continued**

3. DISTRICT SERVICES **placed** the following permanent Classified employee(s) in (a) temporary, out of class and/or acting assignment(s).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Eslami, Zahra	P0004073, Accounting Specialist	P0013183, Senior Accounting Specialist	131/1	40	11/05/2018

**G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT**

<u>Name</u>	<u>Position Title</u>	<u>Resignation Date</u>	<u>Retirement Date</u>
Peterson, Lilia	Senior Administrative Assistant/SC	12/30/2018	12/31/2018

**TO:** Board of Trustees  
**FROM:** Kathleen F. Burke, Chancellor  
**RE:** SOCCCD: Non-Bargaining Unit Personnel Actions – Regular Items  
**ACTION:** Ratification

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**BACKGROUND**

In accordance with Board Policy 2100, all SOCCCD employee actions must be ratified by the Board of Trustees.

**STATUS**

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

**RECOMMENDATION**

The Chancellor recommends that the Board of Trustees ratify the non-bargaining unit personnel actions as shown in Exhibits A and B.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
**NON-BARGAINING UNIT PERSONNEL ACTIONS/RATIFICATIONS**

**A. NEW PERSONNEL APPOINTMENTS**

1. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Hourly Rate (\$)</u>	<u>Start Date</u>
Favreau, John	Sr. Lab. Tech. Performing Arts/IVC	29.75	11/19/18-06/30/19
Florentino, Efren	Oper. Planning Spec./SC	26.95	10/29/18-06/30/19
Medina-Aviles, Liborio	Custodian (Sub)/SC	19.55	11/15/18-06/30/19
Mulroy, Joseph	Accompanist (Sub)/IVC	26.95	10/24/18-06/30/19
Reyes, Mayra	Student Dev. Off. Asst/SC	23.82	10/15/18-06/30/19

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2018/2019** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Bankson, Victoria	Project Specialist/SC	12.50	11/09/18-06/30/19
<sup>1</sup> Chavez, Ashley	Project Specialist/IVC	15.00	10/17/18-06/30/19
Chen, Melyssa	Project Specialist/SC	15.00	11/07/18-06/30/19
Clemons, Gregory	Project Specialist/SC	14.00	10/15/18-06/30/19
Conway, Brian	Project Specialist/SC	14.00	11/07/18-06/30/19
Dominick, Halsie	Project Specialist/SC	15.00	11/26/18-06/30/19
Frederiksen, Lindsay	Project Specialist/SC	16.00	11/06/18-06/30/19
Gordon, Jessica	Project Specialist/SC	16.00	11/06/18-06/30/19
Guzman, Alex	TMD Aide/IVC	14.00	10/29/18-06/30/19
Himes, Keeley	Project Specialist/SC	15.00	10/30/18-06/30/19
Jimenez, Celeste	Project Specialist/IVC	15.00	11/16/18-06/30/19
Jones, David	TMD Aide/IVC	20.00	10/23/18-06/30/19
Kondrath, Jessica	TMD Aide/IVC	20.00	10/29/18-06/30/19
Kraus, Kristian	Project Specialist/SC	15.00	10/15/18-06/30/19
Lopez, Marvin	Project Specialist/SC	20.00	11/15/18-06/30/19
Lopez, Marvin	TMD Aide/SC	11.50	11/06/18-11/14/18
McCarthy, Nanette	Project Specialist/SC	23.00	11/16/18-06/30/19
Mitchell, Michael	Campus Sec. Ofcr - Short Term/SC	18.00	09/05/18-06/30/19
Persson, Kelly	Project Specialist/SC	14.00	11/09/18-06/30/19
Rosa, Zoey	Project Specialist/SC	14.00	11/20/18-06/30/19
Spann, Greyson	Project Specialist/SC	20.00	11/07/18-06/30/19
Tolles, Chase	Project Specialist/SC	14.00	10/15/18-06/30/19
Torres, Calen	Outreach Aide/SC	14.00	11/01/18-06/30/19
Viray, Vanessa	Project Specialist/SC	14.00	11/07/18-06/30/19
Wilson, Valerie	Project Specialist/SC	14.00	11/07/18-06/30/19

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<sup>1</sup> Related to Jacqueline Chavez and Vanessa Chavez

**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 **2018/2019** academic year.

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Alkatib, Abraham	Student Help/IVC	13.50	11/15/18-06/30/19
Allie, Yasmeen	Student Help/IVC	13.50	11/15/18-06/30/19
Bakhoda, Helia	Student Help/IVC	13.50	11/19/18-06/30/19
Chavarria, Kathy	Student Help/IVC	13.50	11/15/18-06/30/19
Davison, Lynnsey	Student Help/IVC	13.50	11/19/18-06/30/19
Dizon, Paula Maxine	Student Help/IVC	13.50	11/15/18-06/30/19
Fukase, Christina	Student Help/IVC	12.00	11/05/18-06/30/19
Herrera, Stacy	Student Help/IVC	13.50	11/15/18-06/30/19
Hosseini, Golnoosh	Student Help/IVC	13.50	11/15/18-06/30/19
Khan, Sarah	Student Help/IVC	13.50	11/15/18-06/30/19
Kim, Hongsheen	Student Help/IVC	11.50	10/15/18-06/30/19
Morales, Stacey	Student Help/IVC	13.50	11/15/18-06/30/19
Muhammad, Aisha	Student Help/IVC	13.50	11/07/18-06/30/19
Obando, Jennifer	Student Help/IVC	12.50	10/15/18-06/30/19
Park, Sejin	Student Help/IVC	13.50	10/17/18-06/30/19
Rana, Wasiq	Student Help/IVC	12.00	11/05/18-06/30/19
Riazi Esfahani, Parsa	Student Help/IVC	13.50	11/15/18-06/30/19
Safa, Sara	Student Help/IVC	13.50	11/15/18-06/30/19
Salameh, Laila	Student Help/IVC	12.50	11/05/18-06/30/19
Samman, Omima	Student Help/IVC	13.50	11/19/18-06/30/19
Shin, Hanah	Student Help/IVC	13.50	11/15/18-06/30/19
Tajdini, Taraneh	Student Help/IVC	13.50	11/15/18-06/30/19
Torres, Andrea	Student Help/IVC	12.00	08/15/18-06/30/19
Wang, Sarah	Student Help/IVC	13.50	11/15/18-06/30/19

4. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2018/2019** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Cambria, Amber	Community Education Trainer/SC	11.50	11/19/18-06/30/19
Carman, Danielle	Clinical Skills Specialist/SC	30.00	11/15/18-06/30/19
Chen, Wan Jie	Tutor/IVC	12.50	11/07/18-06/30/19
Farahbod, Nahid	Tutor/SC	14.00	10/15/18-06/30/19
Farina, Madelyn	Clinical Skills Specialist/SC	15.00	11/19/18-06/30/19
Gavino, Michael	Tutor/IVC	12.50	10/30/18-06/30/19
Guerrero, Judith	Tutor/IVC	12.50	11/07/18-06/30/19
Halbert, Jill	Community Education Trainer/SC	11.50	11/21/18-06/30/19

**A. NEW PERSONNEL APPOINTMENTS – Continued**

4. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2018/2019** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Hamilton, Coco	Tutor/SC	12.50	11/19/18-06/30/19
<sup>2</sup> Ho, Pin-Shiuan	Tutor/IVC	12.00	10/15/18-06/30/19
Juma, Feras	Tutor/IVC	12.00	10/15/18-06/30/19
Kibildis, Victoria	Community Education Trainer/SC	11.50	11/21/18-06/30/19
Kusto, Stephanie	Tutor/SC	12.50	10/15/18-06/30/19
Lee, Edward	Clinical Skills Specialist/SC	20.00	11/15/18-06/30/19
Lim, Hyoyoung	Tutor/IVC	12.00	10/15/18-06/30/19
Martinez, Nicholas	Clinical Skills Specialist/SC	30.00	11/15/18-06/30/19
Ong, Jonathan	Tutor/IVC	12.50	11/07/18-06/30/19
Orozco, Belinda	Tutor/SC	15.00	10/15/18-06/30/19
Oye, Bradley	Clinical Skills Specialist/SC	20.00	08/15/18-06/30/19
Pham, Cody	Tutor/IVC	12.50	11/16/18-06/30/19
Slocum, Jacob	Tutor/SC	12.50	11/15/18-06/30/19
<sup>3</sup> Strong, Margarete	Tutor/SC	13.50	10/15/18-06/30/19

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<sup>2</sup> Related to Pin Ho

<sup>3</sup> Related to Michael Strong and Mark Strong



**B. VOLUNTEERS**

1. The following individuals are to be approved as **Volunteers** for the **2018/2019** academic year.

<u>Name</u>	<u>Start/End Date</u>
Division of Advanced Technology and Applied Sciences, Saddleback College	
Martin, Dana	11/12/18-5/31/19
Yazici, F. Necmiye	11/15/18-12/15/18
School of the Arts, Irvine Valley College	
Erdahl, Charles P.	11/07/18-5/20/19
Community Education, Saddleback College	
Johnson-Bolger, Winifred	01/01/19-12-31-19
School of Guidance and Counseling, Irvine Valley College	
Lee, Caitlin	11/13/18-05/22/19
Poniente, Alyanna	11/13/18-05/22/19
School of Languages and Learning Resources, Irvine Valley College	
Jeong, Hyesung	12/15/18-06-30-19
School of Life Sciences and Technologies, Irvine Valley College	
Corrigan, Kevin	11/05/18-12/14/18
Yehuda, Lauren	01/14/19-05/24/19
Division of Student Equity and Special Programs, Saddleback College	
Sanchez, Claudia	11/06/18-12/19/18
Schiller, Lorna	08/20/18-12/31/18

**C. AUTHORIZATION TO REVISE THE CLASSIFIED TEMPORARY NON-BARGAINING UNIT SALARY SCHEDULES**

1. <sup>4</sup>Approval is requested to increase the District's minimum wage from \$11.50 to \$12.50 per hour on the Non-Bargaining Unit Salary Schedules for 2018-2019, effective December 15, 2018. (Exhibit B)

<sup>4</sup> This salary scheduled has been updated since submitted on the November 19, 2018 Board agenda

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
NON-BARGAINING UNIT SALARY SCHEDULES  
2018 - 2019 (eff. 12/15/18)**

**NON-BARGAINING UNIT, TEMPORARY, SHORT TERM HOURLY SALARY  
SCHEDULE\***

\*Non-Bargaining Unit, Temporary, Short Term, Hourly employees may not exceed (in any combination of assignments) a maximum of **160 days** in any fiscal year. Education Code 88003 states that "Short-term employee," as used in this section, means any person who is employed to perform a service for the district, upon the completion of which, the service required or similar services will not be extended or needed on a continuing basis. Any number of hours per day constitutes a day worked. The Department/Division is responsible for tracking the amount of days. All ranges are based on skill level/departamental budget, not longevity.

<b><u>Range</u></b>	<b><u>Level of Service</u></b>	<b><u>Hourly Rate</u></b>
Range 007	Entry.....	12.50
Range 008	.....	13.00
Range 009	.....	13.50
Range 010	Intermediate .....	14.00
Range 011	.....	14.50
Range 012	.....	15.00
Range 013	.....	15.50
Range 014	.....	16.00
Range 015	.....	16.50
Range 016	.....	17.00
Range 017	.....	17.50
Range 018	.....	18.00
Range 019	.....	18.50
Range 020	.....	19.00
Range 021	.....	19.50
Range 022	Skilled .....	20.00
Range 023	.....	21.00
Range 024	.....	22.00
Range 025	.....	23.00
Range 026	.....	24.00

South Orange County Community College District  
Page 2 – NBU Salary Schedules, 2018-2019

**Ranges 027+ require HR approval prior to use, unless otherwise noted.**

Range 027	Advanced .....	25.00
Range 028	.....	27.50
Range 029	.....	30.00
Range 030	.....	32.50
Range 031	.....	35.00
Range 032	.....	37.50
Range 033	.....	40.00
Range 034	.....	42.50
Range 035	.....	45.00
Range 036	.....	47.50
Range 037	.....	50.00
Range 038	.....	52.50
Range 039	.....	55.00
Range 040	.....	57.50
Range 041	.....	60.00
Range 042	.....	62.50
Range 043	.....	65.00
Range 044	.....	67.50
Range 045	.....	70.00
Range 046	.....	72.50
Range 047	.....	75.00
Range 048	.....	77.50
Range 049	.....	80.00
Range 050	.....	82.50
Range 051	.....	85.00
Range 052	.....	87.50
Range 053	.....	90.00
Range 054	.....	92.50
Range 055	.....	95.00
Range 056	.....	97.50
Range 057	.....	100.00

South Orange County Community College District  
Page 3 – NBU Salary Schedules, 2018-2019

**SHORT-TERM NBUS: (Live Scans required if non-student)**

Adapted Kinesiology Aide	Ranges 007-022
Campus Security Officer (Short-Term)	Ranges 007-037
Certified Test Proctor	Ranges 007-022
Child Development Center Aide	Ranges 007-022 (Depending on ECE units, Permit)
Clerk -- Short Term	Ranges 007-022 (A&R /Comm. Ed./Fiscal Office use only)
Coaching Aide	Ranges 007-029
DSPS Proctor	Ranges 007-022
AOJ Trainer	Ranges 037-049
Lab. Aide	Ranges 007-022
Matriculation Proctor	Ranges 007-022
Outreach Aide	Ranges 007-022
Project Specialist	Ranges 007-057 (023+ require HR approval)
Theatre, Music, Dance Aide	Ranges 007-057 (023+ require HR approval)

**STUDENT POSITIONS: (BP 4215 & EC88003)**

Student Help	Ranges 007-022 (Limited to 20 hours per week) (Fall, Spring – 12 units; Summer - 6 units)
Work-Study	Ranges 007-022 (Federal, CalWorks, EOPS)

EC88003 and BP/AR 4215: Full-time students employed part time, and part-time students employed part time in any college work-study program, or in a work experience education program conducted by a community college district and which is financed by state or federal funds, shall not be a part of the classified service. Student help employees with 12 or more units are exempt from paying Social Security, Medicare and unemployment taxes. Student help employees may only work 20 hours or less per week (excludes summer). Human resources must be notified immediately, and the employee's assignment ended if the employee falls below the minimum required units. Employment of either full-time or part-time students in any college work-study program, or in a work experience education program shall not result in the displacement of classified personnel or impair existing contracts for services.

South Orange County Community College District  
Page 4 – NBU Salary Schedules, 2018-2019

**PROFESSIONAL EXPERTS: (Live Scan required)**

Administrative Professional Expert	Ranges 022-057 (HR approval required).
Captionist	Ranges 022-047
Clinical Skills Specialist	(Health Sci.) Ranges 012-037
Interpreter (Sign Language)	Ranges 022-047 (Experience/Certification based)
Lead Interpreter (Sign Language)	Ranges 037-057 (Experience/Certification based)
Medical Professional	Ranges 029-057
Model (Art)	Ranges 024-047
Tutor	Ranges 007-037
	(AA degree/ equiv. knowledge/experience required)
Workforce Trainer	Ranges 037-057

**COMMUNITY EDUCATION EXPERTS: (Live Scan Required)**

<u>Job Title</u>	<u>Ranges available</u>
Aquatics Aide	Ranges 007-022
Recreation Aide	Ranges 007-022
Recreation Leader	Ranges 007-029
Sr. Lifeguard	Ranges 007-022
Adult Education Trainer	Ranges 007-057
Community Ed. Presenter	Ranges 007-057
HSE Trainer (HS Equiv.)	Ranges 007-057

EC 88003: Part-time playground positions, apprentices and professional experts employed on a temporary basis for a specific project, regardless of length of employment, shall not be a part of the classified service.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Employment Agreement – Dr. Elliot Stern,  
Saddleback College President

**ACTION:** Ratification

---

### **BACKGROUND**

On July 13, 2018, the District commenced a nationwide search for the position of President, Saddleback College. The District was very pleased to have a qualified candidate pool from which to select. Interviews were conducted, extensive reference checks were completed, and public forums were held for four (4) finalists. After final interviews, reference checks, and a review by the Chancellor and Board of Trustees, the District made an offer of employment to Dr. Elliot Stern.

### **STATUS**

On November 14, 2018, the District announced the appointment of Dr. Elliot Stern. The Chancellor is authorized to negotiate and sign a contract on behalf of the Board, subject to Board ratification. The employment contract shown in Exhibit A is for the period commencing January 14, 2019 through June 30, 2021 with a base salary of \$229,632.00 per year.

### **RECOMMENDATION**

It is recommended that the Board of Trustees ratify the contract of Dr. Elliot Stern as President, Saddleback College, effective January 14, 2019 through June 30, 2021, at a base salary of \$229,632.00 as shown in Exhibit A.



Office of Human Resources

**AGREEMENT FOR EMPLOYMENT OF  
PRESIDENT FOR SADDLEBACK COLLEGE  
BETWEEN  
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
AND  
ELLIOT STERN**

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this 14th day of January, 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. Elliot Stern (hereinafter "President" or "Dr. Stern").

**IT IS HEREBY AGREED AS FOLLOWS:**

1. President for Saddleback College. Dr. Stern is hereby employed for a period of time commencing on January 14, 2019, and ending on June 30, 2021, as the President of Saddleback College. The President is an academic employee as defined in Education Code Section 87001(a), an educational administrator as defined in Education Code Section 87002(b), and a management employee as defined by Government Code Section 3540.1 (g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This agreement shall prevail over any conflicting District rules, regulations, policies, or procedures.

3. Powers and Duties. Dr. Stern shall perform all of the powers and duties of the position of President for Saddleback College, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Stern 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 President for Saddleback College shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 27, Step 5, \$229,632 per annum. The salary shall be paid in equal monthly installments for the duration of the Agreement. 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 President for Saddleback Colleges' 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. The President for Saddleback College shall be required to render 12 months of full and regular service (approximately 243 days) to the District during each annual period covered by this Agreement, or any successor. The President for Saddleback College shall accrue one day of sick leave for each full month of employment during the term of this Agreement. The President for Saddleback College 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 President for

Saddleback College may accrue vacation days up to a maximum of forty-eight (48) days. Once the President 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 President for Saddleback College 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 Chancellor.

6. Performance Evaluations:

6.1 The Chancellor will provide Dr. Stern with periodic opportunities to discuss the President/Chancellor relationship.

6.2 The Chancellor will set Dr. Stern's goals for the each 12-month period by June 20 of the preceding academic year. Dr. Stern's performance in achieving those goals and carrying out his 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. Stern, 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. Stern in the performance of the duties of President for Saddleback College.

7.2 In addition to any reimbursement provided under section 7.1, above, the District will reimburse Dr. Stern for travel expenses outside the County of Orange in accordance with District policies and procedures. The District shall provide Dr. Stern with a monthly stipend of \$625 to cover use of a personal automobile within Orange County.

7.3 The District shall furnish the President with a computer and printer for the President's use at home during the term of this Agreement. The President shall maintain internet service and a dedicated telephone line (landline) at his residence, and shall additionally obtain a cellular telephone and service from a carrier of his choice. A monthly allowance of \$100 will be provided to cover telephone/internet expenses. A monthly allowance of \$165 will be provided to cover cellular telephone expenses. The President shall also receive a one-time \$10,000 relocation stipend, payable in January 2019.

8. Fringe Benefits. The District shall provide to Dr. Stern, his spouse, and eligible dependents all health and welfare benefits, which presently include health, medical, dental, and vision, 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. Stern, 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. If the Board determines to exercise its right to not renew this Agreement the Board shall send the President for Saddleback College written notice of non-renewal by the December 31st immediately preceding the termination date of this Agreement, or any amendment thereto. If the Board provides such written notice to the President for Saddleback College, this Agreement will terminate effective at the close of business on the next succeeding June 30. Such renewal or non-renewal shall be at the sole discretion of the Board acting with or without cause. If the Board fails to provide notice of nonrenewal by the December 31st immediately preceding any termination date of this Agreement, this Agreement shall remain in effect for one additional year from the date this Agreement would have otherwise terminated. The procedures for dismissal set forth in Education Code Sections 87660 *et seq.* and Sections 87732 *et seq.* shall not apply to non-renewal of this Agreement.

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 President for Saddleback College 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 President for Saddleback College shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The President for Saddleback College 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 President for Saddleback College, provide the President for Saddleback College with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the President for Saddleback College shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the President for Saddleback College 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 President for Saddleback College with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the President for Saddleback College 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. Stern'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 President is convicted of a crime constituting an "abuse of office," the 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 Burke  
Chancellor  
South Orange County Community College District

Dated \_\_\_\_\_

by \_\_\_\_\_  
Dr. Elliot Stern  
President  
Saddleback College

Dated \_\_\_\_\_

**TO:** Board of Trustees

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

**RE:** SOCCCD: Final Action in Public Session – Irvine Valley College Student Discipline

**ACTION:** Final Action on Recommendation for Student Expulsion

---

### **BACKGROUND**

On November 7, 2018, an Irvine Valley College student signed the Acknowledgement of Student Sanction form for violations of regulations governing student conduct (AR-5401). By signing the form, the student accepts the penalty of expulsion beginning spring 2019 and any subsequent terms going forward, without further hearing and without in any way admitting participation in the conduct charged.

### **STATUS**

Education Code 72122 provides for closed session consideration of “the suspension of, or disciplinary action or any other action in connection with any student,” unless the student, after being notified in writing of the closed session, requests within 48 hours of receipt of the written notice that the hearing be held as a public meeting. The notice informing the student of his right to be heard in public was sent on December 3, 2018, and no request to be heard in public has been received. Education Code 72122 further provides that whether the matter is considered in closed session or at a public meeting, the final action of the governing board shall be taken at a public meeting and the result of that action shall be a public record. The student in question was notified that the Board would consider the recommendation for expulsion in closed session at the December 10, 2018, meeting. Accordingly, there will be an opportunity for the Board to consider and discuss the recommendation for expulsion in closed session, following which the Board will take final action on the recommendation in open session. In accordance with the Family Educational Privacy Rights Act (FERPA) and Education Code 76200, the student will not be identified publicly.

**TO:** Board of Trustees

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

**RE:** SOCCCD: Final Action in Public Session – Irvine Valley College Student Discipline

**ACTION:** Final Action on Recommendation for Student Expulsion

---

### **BACKGROUND**

On November 14, 2018, an Irvine Valley College student signed the Acknowledgement of Student Sanction form for violations of regulations governing student conduct (AR-5401). By signing the form, the student accepts the penalty of expulsion beginning spring 2019 and any subsequent terms going forward, without further hearing and without in any way admitting participation in the conduct charged.

### **STATUS**

Education Code 72122 provides for closed session consideration of “the suspension of, or disciplinary action or any other action in connection with any student,” unless the student, after being notified in writing of the closed session, requests within 48 hours of receipt of the written notice that the hearing be held as a public meeting. The notice informing the student of his right to be heard in public was sent on December 3, 2018, and no request to be heard in public has been received. Education Code 72122 further provides that whether the matter is considered in closed session or at a public meeting, the final action of the governing board shall be taken at a public meeting and the result of that action shall be a public record. The student in question was notified that the Board would consider the recommendation for expulsion in closed session at the December 10, 2018, meeting. Accordingly, there will be an opportunity for the Board to consider and discuss the recommendation for expulsion in closed session, following which the Board will take final action on the recommendation in open session. In accordance with the Family Educational Privacy Rights Act (FERPA) and Education Code 76200, the student will not be identified publicly.

**TO:** Board of Trustees

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

**RE:** SOCCCD: California Community College Chancellor's Office (CCCCO)  
Vision for Success Local District Goal Setting

**ACTION:** Information

---

## **BACKGROUND**

On November 6, 2018 California Community Colleges' Chancellor Eloy Oakley sent an email with this message. (Exhibit A)

*In July, the Governor and the Legislature established a new funding formula for the California Community Colleges AB1809, Chapter 33, Statutes of 2018. In that Statute, colleges/districts are required to establish the following:*

- 1. Local goals that are aligned with the system-wide goals in the Vision for Success*
- 2. Local goals that are numerically measurable*
- 3. Local goals that specify the timeline for improvement*

*The Chancellor's Office is requiring that the CEOs certify that plans for an inclusive process to establish these goals are in place **by December 15, 2018**. This certification will be completed through a survey instrument that will automatically submit to the Chancellor's Office. By **May 31, 2019**, the Chancellor's Office is requiring the completion of the submission of these goals that also includes the signatures of the Board President, CEO, and Academic Senate President.*

The CCCCCO outlined four majors steps in the process for local goal setting in 2018-2019. (Exhibit C)

1. Plan to involve Board of Trustees
2. Review Baseline Data and Report Goals Development Process in November – December 2018
3. Review Existing Plans and Priorities in January 2019
4. Set Local Goals in February – April 2019

## **STATUS**

SOCCCD began local goal setting at the annual Board of Trustee's workshop on September 29, 2018 where the trustees reviewed the Vision for Success and aligned their annual Board goals to the system-wide goals. The District's baseline data used to guide these goals was shared at the District Administrators and Managers (DAM) meeting and District-wide Planning Council (DWPC) meeting in September and October respectively.

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

The District and colleges have begun work on developing their new educational and strategic master plans with MIG consultancy. There will be four meetings in November and December with MIG to orient, plan, and gather initial information from DWPC, Chancellor's Executive Team, DAM, and the District Integrated Planning Committee (DWIPC).

Between January and April of 2019, MIG will be reviewing the district and colleges existing strategic plans, other key plans, the CCCCCO Vision for Success goals, and additional data sets to develop the new District and college plans and priorities. At the same time, MIG will gather input on these priorities from all college constituency groups, including students, and the local community to formulate our local District and college goals.

The work described above aligns with the process guidelines provided by the CCCCCO. (Exhibit B) The District plans to set and adopt our new strategic goals by the end of May to meet the state deadline.

**From:** [Research and Planning Directors](#) on behalf of [Oakley, Eloy](#)  
**To:** [RESPL-ALL@LISTSERV.CCCCO.EDU](mailto:RESPL-ALL@LISTSERV.CCCCO.EDU)  
**Subject:** Local Goals Alignment -- Guidance and Resources  
**Date:** Tuesday, November 6, 2018 12:41:11 PM  
**Attachments:** [LocalGoals.PPT.11.5Final \(002\).pdf](#)  
[CO-goal-infographic11.5.pdf](#)  
[Local Goal Setting FAQs.pdf](#)  
[Local Goal-Setting Guidance Memo 11.5.18.pdf](#)

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## California Community Colleges

Dear Colleagues:

In July, the Governor and the Legislature established a new funding formula for the California Community Colleges [AB 1809](#), Chapter 33, Statutes of 2018]. In that Statute, colleges/districts are required to establish the following:

1. Local goals that are aligned with the system-wide goals in the Vision for Success
2. Local goals that are numerically measurable
3. Local goals that specify the timeline for improvement

The Chancellor's Office is requiring that the CEOs certify that plans for an inclusive process to establish these goals are in place by December 15, 2018. This certification will be completed through a survey instrument that will automatically submit to the Chancellor's Office. By May 31, 2019, the Chancellor's Office is requiring the completion of the submission of these goals that also includes the signatures of the Board President, CEO, and Academic Senate President.

I am attaching here a series of resources that are designed to help colleges and districts develop and align their local goals. These materials include a formal guidance memo from Executive Vice Chancellor for Educational Services Laura Hope, a frequently asked questions document, an infographic and Power Point presentation. Many thanks to the Consultation Council for their review and input as these were developed. Additionally, you can join a moderated discussion about this process on the [Vision Resource Center](#).

Sincerely,

**Eloy Ortiz Oakley**

Chancellor, California Community Colleges  
Regent, University of California  
1102 Q Street, Suite 4400  
Sacramento, CA 95811-6549  
Phone: 916.322.4005  
Email: [eoakley@cccco.edu](mailto:eoakley@cccco.edu)  
Twitter: @eloyoakley



# California Community Colleges

November 5, 2018

AA 18-59 | Via Email

TO: Chief Executive Officers  
Chief Instructional Officers  
Chief Student Services Officers  
Chief Business Officers  
Academic Senate Presidents  
Research and Planning Directors

FROM: Laura L. Hope  
Executive Vice Chancellor, Educational Services and Support

RE: Local Goal-Setting Guidance

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## **BACKGROUND**

In July 2017, the California Community Colleges (CCC) Chancellor's Office released *Vision for Success: Strengthening the California Community Colleges to Meet California's Needs*. Citing the economic and educational needs of California, this document established a vision for improvement, including clear goals and a set of commitments needed to reach those goals.

The *Vision for Success* deliberately included just a handful of concrete student outcome goals in order to establish a clear message about what matters most, and a clear and simple focus for the system as a whole. The ultimate aim of the CCCs is to help students complete their educational goals—whether a degree, certificate, transfer, or good job. The *Vision for Success* goals reflect this ultimate mission, as well as the need to serve the State of California efficiently and equitably.

## **Chancellor's Office, Academic Affairs**

1102 Q Street, Sacramento, California 95811 | Sixth Floor | 916.445.8752  
[www.CaliforniaCommunityColleges.cccco.edu](http://www.CaliforniaCommunityColleges.cccco.edu)



## Local Goal-Setting Guidance

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The goals of the Vision for Success are summarized as follows:

### **GOAL 1: Completion**

Systemwide, increase by at least 20 percent the number of CCC students annually who acquire associate degrees, credentials, certificates, or specific job skill sets that prepare them for in-demand jobs by 2021-22.

### **GOAL 2: Transfer**

Systemwide, increase by 35 percent the number of CCC students transferring annually to a UC or CSU by 2021-22.

### **GOAL 3: Unit Accumulation**

Systemwide, decrease the number of units accumulated by CCC students earning associate degrees, from an average of approximately 87 total units to an average of 79 total units by 2021-22.

### **GOAL 4: Workforce**

Systemwide, increase the percent of exiting CTE students who report being employed in their field of study, from the most recent statewide average of 69% to 76% by 2021-22.

### **GOAL 5: Equity**

Systemwide, reduce equity gaps across all of the above measures through faster improvements among traditionally underrepresented student groups, with the goal of cutting achievement gaps by 40 percent by 2021-22 and fully closing those achievement gaps for good by 2026-27.

In July 2018, the Governor and the Legislature established a new funding formula for the CCCs [[AB 1809](#), Chapter 33, Statutes of 2018]. That legislation also sought to more strongly link financial planning with broader educational planning. Specifically, it established that districts must take certain actions, including the adoption of college-level performance goals that:

- 1) Are aligned with the systemwide goals in the Vision for Success,
- 2) Are measurable numerically, and
- 3) Specify the timeline for improvement.

## Local Goal-Setting Guidance

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Additionally, the law specified that local community college boards of trustees must:

- 1) Adopt the goals at a board meeting,
- 2) Include in that meeting's agenda an explanation of how the goals are consistent and aligned with the systemwide goals, and
- 3) Provide the written agenda item and summary of action to the Chancellor's Office.

Finally, the law requires that each local board:

- 1) Align its comprehensive plan to its local goals and
- 2) Align its budget with the comprehensive plan.

The remainder of this document explains what districts should do to meet the requirements of the new law and provides guidance on how to take advantage of this unique opportunity to review data, establish or reaffirm college priorities, and set ambitious goals for the future. Consistent with the Vision goals, local goals must be aggressive and aspirational if we are to meet the State's needs.

### PROCESS AND TIMELINE

There are two firm deadlines associated with the local goal-setting process:

- By December 15, 2018: Colleges must certify to the Chancellor's Office that a process is underway to set measurable, aligned goals. This will be a simple certification process that can be done online.
- By May 31, 2019: District boards must adopt goals and submit them to the Chancellor's Office. This will be done using the online Local Goals Reporting Form that will be available by the end of 2018 and must be signed by the Board President, Chief Executive Officer, and Academic Senate President.

In order to meet the May 31 deadline, the Chancellor's Office suggests the following approach and timeline:

## Local Goal-Setting Guidance

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### Review of Baseline Data

*Recommended Timing: November-December, 2018*

Every year, districts should review the most recent data on their colleges' performance. From this year forward, districts should specifically use the new Student Success Metrics (formerly known as the Simplified Metrics) available on the Launchboard for this activity. The first version of this dashboard will be available by late October 2018 and will only include high-level data. By February 15, 2019, the dashboard will have the complete set of metrics and all the drill-downs for equity purposes. Compared to the Student Success Scorecard, the Student Success Metrics provide a narrower set of indicators specifically designed to be aligned with the systemwide goals in the Vision for Success. In preparation for setting local goals, districts should especially focus on the following indicators:

#### Completion Indicators:

- Completed associate degrees
- Completed CCCC-approved certificates

#### Transfer Indicators:

- Completed Associate Degrees for Transfer (ADT)
- Transfers to UC/CSU

#### Unit Accumulation indicator:

- Average units earned per completed associate degree

#### Workforce Indicators:

- Median annual earnings of exiting students
- Number of exiting students earning a living wage
- Percent of exiting CTE students who report being employed in their field of study

#### Equity Indicators:

- All of the above indicators disaggregated for those student groups identified as disproportionately impacted in your annual Equity Plan and available in the Student Success Metrics on the Launchboard

**Certify to Chancellor's Office that a Goal-Setting Process is Underway**

*Required by December 15, 2018*

College Chief Executive Officers (CEOs) will certify that a goal-setting process is underway or completed at their college using a simple template that the Chancellor's Office will provide in November 2018 through a survey instrument. College CEOs will communicate to the Board President that this certification has occurred.

**Review of Existing Plans and Priorities**

*Recommended timing: January, 2019*

Districts do not need to start this process with a blank slate. Virtually all colleges will have an existing strategic plan or educational master plan. These plans may also exist at the district level. Working together, district and college leaders should look to these plans to identify current improvement priorities as a starting point for developing local goals that comply with the requirements of the new law.

If existing plans already include numeric goals to improve degree/certificate attainment, transfer attainment, job placement, or wage gains, then district and college leaders should use those as a starting point, but they should review them in light of the most current data and the systemwide Vision for Success goals to evaluate if more ambitious goals are appropriate and necessary.

If existing plans have improvement goals but they are not stated in numeric terms and/or do not specify a timeline for achieving the goals, district and college leaders should use the local goal-setting process to develop those features and incorporate them into their strategic plans or educational master plans moving forward.

**Setting Goals**

*Recommended Timing: February-April, 2019*

The Chancellor's Office strongly encourages colleges to use the process of setting local goals as an opportunity for community dialogue about the priorities and performance of the college. Community forums, student focus groups, and the college's standard consultative practices are all sources of input for determining what the college aims to accomplish over the coming three years. Many colleges already have established processes and forums for identifying goals for the Institutional Effectiveness Partnership

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Initiative or other initiatives. These can be re-purposed for the work of local goal setting as well.

As districts and colleges begin work on setting goals, the following discussion questions can be used to elicit feedback from a variety of stakeholders:

- 1) All CCCs are different. How is this one unique?
- 2) Strengths: Is this college strongest at helping students complete AA degrees and certificates? Transferring to a 4-year college? Reaching a workforce goal? In which of these areas can we build on our previous successes over the next three years? What is an ambitious target for excelling beyond our current performance by the year 2021-22?
- 3) Areas for improvement: Where could we be doing a better job in helping students reach their end goals? What is an ambitious but achievable target for improvement in these areas by the year 2021-22?
- 4) Our students on average take \_\_\_\_ units to complete a degree or transfer. Why is this? What is the impact on students and our college? How much can we improve in this area by the year 2021-22?
- 5) \_\_\_\_ percent of our CTE graduates find a job in their field of study. Is this a success story that we can build on or an area that needs improvement? How much could we improve by the year 2021-22?
- 6) Which of our student groups are most in need of support and assistance to reach their degree, transfer, or workforce goals? Where should we particularly focus our efforts to help them? What is an ambitious but achievable target for doing so by the year 2021-22?

Following their activities to gather input, college officials will need to work together with their district leadership to set a handful of specific, measurable goals for the following set of indicators:

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### Completion Indicators:

- Completed associate degrees AND
- Completed CCCC-approved certificates

### Transfer Indicators:

- Completed ADT degrees OR
- Transfers to UC/CSU

### Unit Accumulation Indicator:

- Average units earned per completed associate degree

### Workforce Indicators:

- Median annual earnings of exiting students OR
- Number of exiting students earning a living wage OR
- Percent of exiting CTE students who report being employed in their field of study

### Equity Indicators:

- Each selected indicator from the above list, disaggregated for those student groups identified as disproportionately impacted in your annual Equity Plan and available in the Student Success Metrics on the Launchboard

Choosing from the above set of indicators, as specified, will ensure that districts and colleges are in compliance with the law. Of course, districts and colleges may choose to set more goals than the minimum required (e.g. choosing more than one workforce indicator listed above, or adding additional indicators from the Student Success Metrics, or adding other metrics that are important in the local context of the college). Districts may choose to report these additional metrics to the Chancellor's Office or to simply incorporate their additional goals into local plans and communications. However, since they are not required, additional goals and metrics will not be included in the system's reports on local goals. Ideally, a district's final set of goals will be narrow and targeted enough to help focus the entire college community on a plan of action.

### **Adopting Goals and Role of Local Boards**

Although colleges will lead the process of setting local goals, local boards of trustees will formally adopt each college's goals. To ensure that the goals being set are appropriate and in line with district needs and priorities, trustees should be seriously engaged in the

## Local Goal-Setting Guidance

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entire goal-setting process. Local board members may attend community forums and student groups as well as participate in standard consultative practices with stakeholder groups on campuses. It is the role of the board to balance the interests of many groups and approve goals that are best for students and the community at large. For this reason, boards should ensure that student voice is included in a meaningful way in the goal-setting process. Boards should also strive to approve goals that are equal in ambition to those established for the entire system in the Vision for Success. If there is a change in board leadership during this process, it is the CEO's responsibility to engage the new leadership in the goal-setting process.

Once goals are finalized in collaboration with district and college leadership, boards must include them in a written board meeting agenda and formally adopt them at a public meeting (as required by law). The written agenda item should include an explanation of how the goals are consistent and aligned with the systemwide goals articulated in the Vision for Success. By using the Local Goals Reporting Form that the Chancellor's Office will provide in December and the timeline outlined here, boards can be assured that the colleges are in compliance with this requirement.

### **Reporting Local Goals**

*Required by May 31, 2019*

The Chancellor's Office will provide a Local Goals Reporting Form—a fillable, online template to assist districts in reporting their goals in compliance with state requirements. This template will ask districts to express their goals using specified indicators from the Student Success Metrics on the Launchboard. For the purpose of uniformity, all goals should be reported with an endpoint of 2021-22.

When reporting their goals to the Chancellor's Office, boards should also submit the written agenda item regarding local goal setting and a summary of the board's action on the item (as required by law).

## Local Goal-Setting Guidance

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### **ASSISTANCE FOR DISTRICTS AND COLLEGES**

In addition to the process certification form and this accompanying guidance, the Chancellor's Office will develop the following resources by November, 2018 in order to assist districts in setting local goals:

- A one-stop shop on the Vision Resource Center that compiles all resources related to local goal setting,
- The Student Success Metrics data on the Launchboard for reviewing baseline data for the specific indicators that will be used in the goal-setting process,
- A Frequently Asked Questions document,
- An infographic and PowerPoint for explaining the goal-setting process to various audiences,
- An example of the Local Goals Reporting Form so colleges can start their work (a fillable, online version of this Form will be available in December).

### **PLAN AND BUDGET ALIGNMENT**

The law establishing the funding formula and local goal-setting process also requires that each district ultimately align its "comprehensive plan" with its adopted local goals and align its budget with the "comprehensive plan."

By May 31, 2019, all CCCs will have established local goals in alignment with the systemwide goals established in the Vision for Success. Districts should consider incorporating their newly adopted local goals into their educational master plans, strategic plans, and other districtwide planning documents. The process of aligning the local goals to plans should be visible to the public and should also align with the district's budget allocation process.

Throughout 2019, the Chancellor's Office will be working to revise and combine reporting requirements for Guided Pathways, Student Equity, and other major reports to assist districts in fully complying with the requirement to align their comprehensive plans with local goals. The Chancellor's Office will also provide guidance around aligning budgets with comprehensive plans. Colleges will not be expected to submit their comprehensive plans and aligned budgets until May 31, 2020.



## Local Goal-Setting Guidance

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### TIMELINE

#### 2018

November: Release of guidance

Goal Process Certification sent to CEOs via survey instrument

Aggregate Student Success Metrics data available on the Launchboard for reviewing baseline data for the specific indicators that will be used in the goal-setting process

Following materials available on the Vision Resource Center:

- Guidance
- Link to the Student Success Metrics (formerly known as the Simplified Metrics) data on the Launchboard
- A Frequently Asked Questions document
- An infographic and PowerPoint for explaining the goal-setting process to various audiences
- An example of the Local Goals Reporting Form so colleges can start their work

December: Online, fillable Local Goals Reporting Form available on Vision Resource Center

December 15: Deadline for CEOs to submit Goal Process Certification to Chancellor's Office

#### 2019

February 15: The Launchboard will have the complete set of Student Success Metrics and all the drill-downs for equity purposes

May 31: Deadline for districts and colleges to submit the completed Local Goals Reporting Form to the Chancellor's Office

Summer: Chancellor's Office releases streamlined reporting requirements

**CONCLUSION**

The Chancellor's Office encourages all colleges to treat the new local goal-setting requirement as much more than a compliance exercise. It is an opportunity to bring together college personnel, district leaders, students, and communities to ensure that every college has a clear, shared vision for student success. Once established, this shared vision can provide a foundation for planning, prioritizing, and making decisions, improvements, and adjustments along the way. Beyond these internal benefits, the local goal-setting process is an opportunity for the CCC system to show California that it is committed to their mission of helping all students reach their educational goals. Working together as a system, we can meet our ambitious systemwide goals for improvement.

cc: Sandy Fried, Foundation for California Community Colleges  
Stacy Fisher, Foundation for California Community Colleges  
Kevin Wutke, Foundation for California Community Colleges

# Process for Local District Goal Setting 2018-19

These are the recommended steps for each California Community College district to take in developing college-level goals that align with the systemwide goals in the Vision for Success, are measurable numerically, and specify a timeline for improvement.



**TO:** Board of Trustees

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

**RE:** SOCCCD: List of Board Requested Reports

**ACTION:** Information

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### **BACKGROUND**

At a prior board meeting, members of the Board of Trustees asked for a listing of reports requested by the board every six months. To ensure that follow up and tracking takes place regarding the board requested reports, this item includes a table providing status and includes date report is requested by the board, report topic, name of trustee requesting report, requested due date, person responsible for preparing the report and the date the report is scheduled to be submitted to the board for their review. This report is intended to be a standing item on every board agenda, when appropriate, with old information dropped off and new requests added.

### **STATUS**

The Board report listing (EXHIBIT A) is coordinated and prepared by the Office of the Chancellor and Trustee Services.

This report is intended to provide status of board requested reports of the South Orange County Community College District Board of Trustees. In the event additional information would be useful or desired by the board, supplemental information will be provided.

Requests for Board Reports were submitted between the six month period of July 1, 2018 through December 30, 2018.

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT  
LISTING OF BOARD REPORTS REQUESTED**

<b>Date Report Requested</b>	<b>Report Topic</b>	<b>Board Member Requesting Report</b>	<b>Report Due Date</b>	<b>Report to be Submitted By:</b>	<b>Date Submitted to the Board of Trustees</b>
5/21/18	AB 705 Compliance	Trustee Wright	7/30/18	Dr. Jim Buysse and Dr. Glenn Roquemore	7/30/18
5/21/18	Early College, Dual Enrollment and State Initiatives	Trustee Prendergast	7/30/18	Dr. Glenn Roquemore	7/30/18

**TO:** Board of Trustees

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

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

**ACTION:** Information

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**BACKGROUND**

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

**STATUS**

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

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

**SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**

**SADDLEBACK COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
11/10/2018 9:00am	BGS 200	Jeff Greenberg	Financing the Entrepreneurial Business	Kristy Bain US SBA	Introduction to Programs Offered by the Small Business Administration
11/14/2018 11:45am	BGS 132	Farida Gabdrakhmanova	Interior Design Club	Brooke Schneider	Source Recruiting
11/14/2018 11:45am	BGS 132	Farida Gabdrakhmanova	Interior Design Club	Demi Reminger	Source Recruiting
11/14/2018 5:00pm	VIL 31-1	Matt Yurko	ECOL 201	Anisha Malik	Trabuco Creek Restoration Project
11/14/2018 5:00pm	VIL 31-1	Matt Yurko	ECOL 201	Ryan Phaneuf	Trabuco Creek Restoration Project
11/14/2018 6:00pm – 7:00pm	BGS 254	Jane Medling	Accounting Society Club	Nahal Shafagh Account Manager	The Recruitment Process; Summer Internships at Big and Small CPA Firms
11/14/2018 6:00pm – 7:00pm	BGS 254	Jane Medling	Accounting Society Club	Patrick Niemann Ernest & Young Managing Partner	Hiring on at one of The Big Four- What You Should Be Doing Now!
11/17/2018 9:00am	BGS 200	Jeff Greenberg	Financing the Entrepreneurial Business	Rich Toubman Investment Banker	Introduction to Methods to Value a Small Business for Investment Purposes
11/26/2018 6:00pm – 7:15pm	BGS 356	Amira Wegenek	Health Science	Karen Blanco / Janet Stuart	Reducing the Stigma Surrounding Mental Illness
11/27/2018 7:00pm – 8:00pm	BGS 356	Amira Wegenek	Health Science	Kimberly Brassett	Applying Psychology to Calm Anxieties and Avoid Test Anxiety
11/30/2018 10:30am – 12:30pm	BGS 119	Shane Geil	FASH 254	Shelby Myers	History of Shurgarhigh and Influencer Outreach
12/1/2018 9:00am	BGS 200	Jeff Greenberg	Financing the Entrepreneurial Business	Dylan Balsz	Success Story of a Previous Student of This Class
12/3/2018 6:00pm	BGS 104	Lisa Elston	FASH 31 Textiles	Aaron Hoffman, Linda Nitzen	Hoffman Fabrics – Batiks, Digital Fabrics and the

					Wholesale Fabric Industry
12/8/2018 9:00am	BGS 200	Jeff Greenberg	Financing the Entrepreneurial Business	Kent Clayton Corporate Lawyer	Introduction to Investor Term Sheets
1/29/2019 12:00pm – 2:00pm	McKinney Theatre	Phi Theta Kappa / Alannah Rosenberg	Honors Program	Karen Kanan	Aging Population
1/29/2019 12:00pm – 2:00pm	McKinney Theatre	Phi Theta Kappa / Alannah Rosenberg	Honors Program	Jamie Beck	Career Education

### **IRVINE VALLEY COLLEGE**

<b><i>Presentation Date/Time</i></b>	<b><i>Location</i></b>	<b><i>Faculty Member</i></b>	<b><i>Course Title/Activity</i></b>	<b><i>Speaker</i></b>	<b><i>Topic</i></b>
11/14/18 5:00pm	BSTIC 101	Carolina Kussoy	Computer Information Management (CIM) Program	Charlotte Augenstein, John Gutierrez, Carol Robles	Landing Your Dream Job or Creating Your Own Business
11/14/18 2:00pm	SSC 230	Cindy Voss, Amanda Romero	Career Chat	Joanna Hipolito	Discuss The Industry and Personal Career Path as a Licensed Clinical Laboratory Scientist (CLS)
11/19/18 4:00pm	SSC 230	Cindy Voss	Career Chat	Darryl Curtis	Discuss Personal Career Path in the Engineering Field
11/19/18 11:00am	A 311	Matthew Tresler	Music Appreciation	Philip Paul Bixby	Early 20 <sup>th</sup> Century Music Development
11/20/18 3:00pm	BSTIC 117	John Russo	Business Leader Society Club	Ben Anderson	Real Estate
11/20/18 9:00am	BSTIC 118	Elizabeth Burkhalter	SOC 30 Social Psychology	Debra Hutchinson	Mental Health
11/30/18 10:00am	BSTIC 116	Bob Urell	GAP4+1 Program	Brian Clawson	Grit



**TO:** Board of Trustees

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

**RE:** Staff May Respond to Public Comments from the Previous Board Meeting

**ACTION:** None

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**BACKGROUND**

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

**STATUS**

A public comment response from staff was not requested during last month's board meeting.

**TO:** Board of Trustees  
**FROM:** Kathleen F. Burke, Chancellor  
**RE:** SOCCCD: Facilities Plan Status Report  
**ACTION:** Information

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### **BACKGROUND**

At the request of the Board of Trustees, this report is prepared and submitted monthly to provide the Board with information on major capital projects underway and/or planned. Each project includes the project description, budget narrative, status, whether the project is in progress or recently completed and the current focus. Words appearing in *italics* indicate a change from the previous report. The dates appearing in **bold font** indicate that the associated phase is completed.

### **STATUS**

EXHIBIT A provides an up-to-date report on the status of major capital projects.

## FACILITIES PLAN STATUS REPORT December 10, 2018

### CAPITAL IMPROVEMENT PLANNING

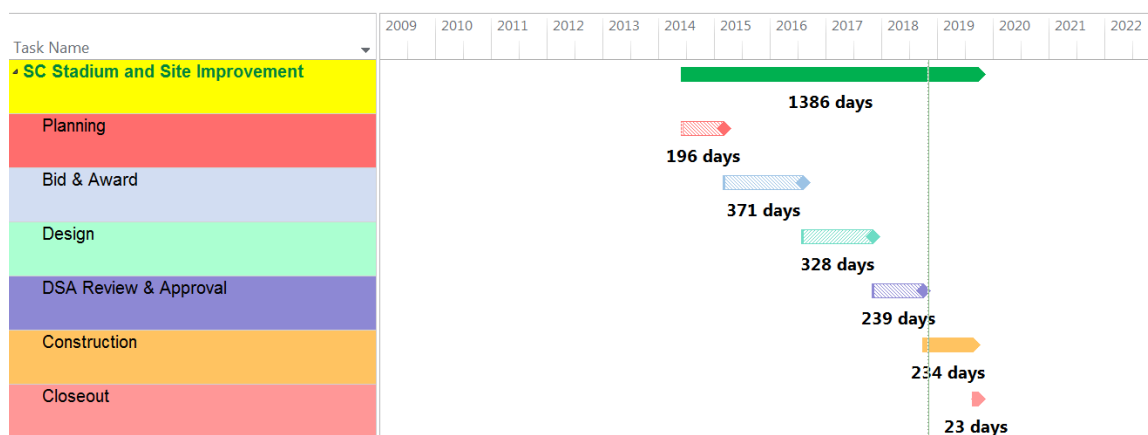
The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was completed December 2011. The 2011 EFMP report is available at the District website: [http://www.socccd.edu/about/about\\_planning.html](http://www.socccd.edu/about/about_planning.html). The next EFMP process is scheduled for FY 2018-2019. This report contains information on projects over \$1 million that are listed in the Facilities Master Plans for both colleges and projects that include associated planning efforts.

### SADDLEBACK COLLEGE

#### 1. STADIUM AND SITE IMPROVEMENT

**Project Description:** The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sep 2016	Complete Construction	Aug 2019
Complete Working Drawings	Nov 2017	Advertise for FF&E	N/A
DSA Final Approval	Nov 2018	DSA Close Out	Pending



**Budget Narrative:** Budget reflects Board agenda action on 3/24/2008, 6/23/2014, and 6/22/2015. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 -

\$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015 the Board approved additional funds of \$7,945,000 and \$17,050,000. The Board approved Saddleback College's use of RDA and Promenade income of \$22,705,000.

	Original	Revision	Total
Project Budget:	\$14,530,000	\$47,700,000	\$62,230,000
District Funding Commitment	\$14,530,000	\$47,700,000	\$62,230,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$24,995,000	\$39,525,000
College Contribution:	\$ 0	\$22,705,000	\$22,705,000

Status: Construction Phase: Stadium utilities

In Progress: Site utilities installation *continues and excavation of building footings has begun.*

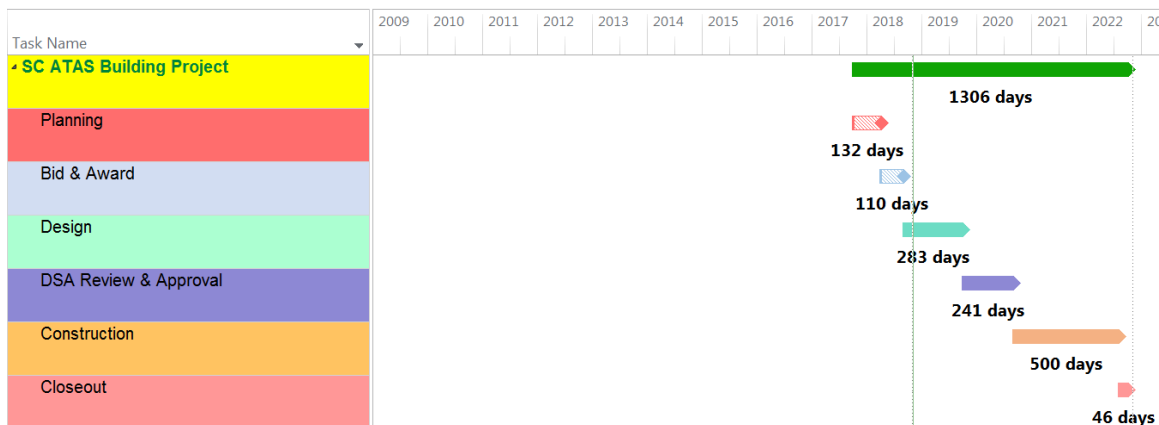
Recently Completed: *Sewer connections are complete along College Drive East and storm drain connections are underway at the Avery entrance.*

Focus: Perform overall project schedule impact analysis due to the DSA review duration. Complete Design-build Entity remaining sub-trades buyout. Monitor steel tariffs impact. Coordinate final storm drain outfall design with County of Orange.

## 2. ATAS BUILDING PROJECT

Project Description: The Project includes a new 50,000 gross square feet (GSF) two-story building serving career technical education students. This building will be located at the existing tennis courts facility. Eight new tennis courts will replace the existing six and will be located north of the Village. The college has requested that the existing TAS Building demolition, utility relocation and new parking lot be de-scoped from this project. See SC TAS Building Assessment in this report.

Start Preliminary Plans	Oct 2017	Award Construction 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 agenda action on 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016 and 5/21/2018. On August 27, 2012, the Board approved \$12,777,313. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 to the Saddleback College Sciences Building. On June 23, 2014, the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. On May 21, 2018, the Board approved \$44,863,622 to fund a new building. The ATAS Building project budget of \$64,100,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.

	Original	Revision	Total
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,120)	\$ 1,308,935
ATAS Building	\$ 0	\$64,100,000	\$64,100,000
Total	\$8,755,055	\$56,653,880	\$65,408,935
District Funding Commitment:	\$8,755,055	\$56,653,880	\$65,408,935
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$1,956,000	\$63,452,935	\$65,408,935

**Status:** Schematic Design for ATAS Building & 50% Design Development for the Tennis Courts Center.

**In Progress:** Design review meetings with Saddleback College Executive Cabinet, ATAS & Athletic Division user groups, and weekly design coordination meetings.

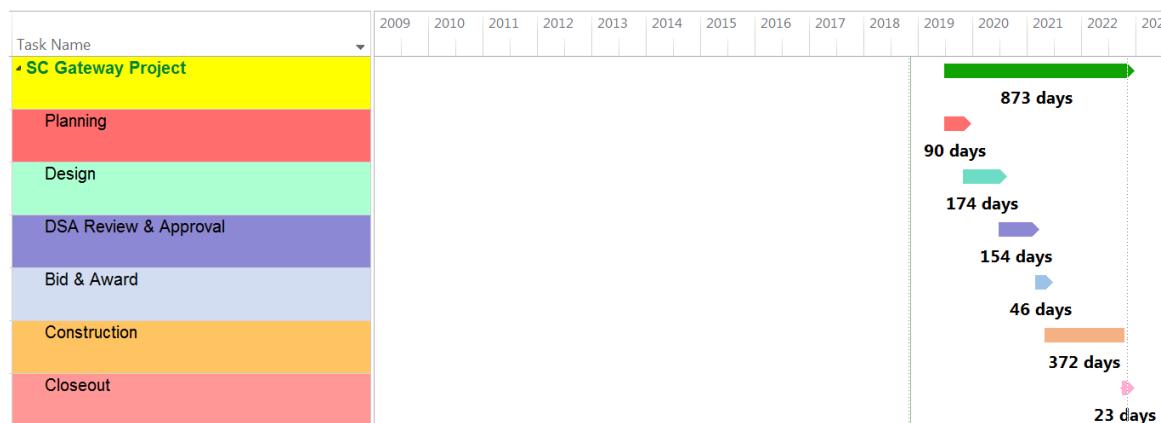
**Recently Completed:** Saddleback College Executive Cabinet and Athletic Division signed off on the Tennis Courts Center 100% schematic design phase. The first Target Value Design session with the Design-build Entity and project's stakeholders is completed.

**Focus Issue:** Receive 100% schematic design phase deliverables for the new ATAS Building and 50% design development deliverables for the Tennis Courts Center. Schedule design review meetings and obtain Stakeholders' sign-off. Schedule pre-application meeting with the Division of the State Architect (DSA).

### 3. GATEWAY PROJECT

**Project Description:** This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This project will reduce the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	2019-2020	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending



**Budget Narrative:** Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017, the Board approved \$16,832,003 with basic aid match of \$10,145,180 outstanding. The state match adjusts annually due to the change in cost index by the State Chancellor's office and is identified below. The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase state funding competitiveness. The project budget includes additional funds identified to address costs not accounted for in state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$42,867,000	\$7,271,591	\$50,138,591
District Funding Commitment:	\$12,814,000	\$11,906,698	\$24,720,698
Anticipated State Match:	\$30,053,000	\$(4,635,107)	\$25,417,893
Basic Aid Allocation:	\$ 1,545,115	\$18,113,705	\$19,658,820
Unallocated District Contribution:			\$ 5,061,878

Status: Pursuing state funding match. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

In Progress: The State Chancellor's office has requested that the primary building(s), currently housing curriculum that plan to move to the Gateway Building project, be seismically evaluated. This work is underway.

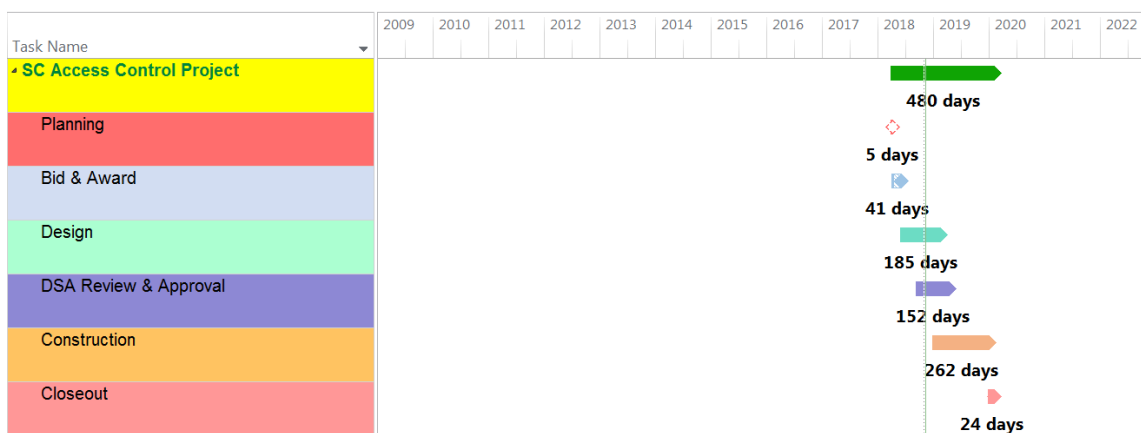
Recently Completed: The State Chancellor's office developed a project list for the 2019-2020 fiscal year Department of Finance submittal. On September 17, 2018, the Board of Governors approved the 2019-2020 Capital Outlay Spending Plan. The State Chancellor's office is requesting funding for both the preliminary plans and the working drawings for this project.

Focus: Staff continues to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the Governor's budget release in January 2019 to verify the project is moving forward in the state process.

#### 4. ACCESS CONTROL PROJECT

Project Description: This project will retrofit 1,535 existing doors campus-wide with electronic door locks to provide access control and enhanced safety. This project is similar to the standard established at the Science Building, with hardware synchronized to software monitored by the Saddleback College Police.

Criteria Development	Apr 2018	Award D/B Contract	May 2018
Start Working Drawings	Jun 2018	Complete Construction	Jan 2020
Complete Working Drawings	Feb 2019	FF&E	N/A
DSA Final Approval	Apr 2019	DSA Closeout	Pending



Budget Narrative: Budget reflects the Board agenda action on 6/26/17 and 5/21/18. On June 26, 2017, the Board approved \$3,000,000 for District-wide ADA Transition Plan.

Saddleback College assigned its \$1,600,000 share of the ADA transition funds to this project. On May 21, 2018, the Board approved \$4,000,000. Saddleback College also assigned \$1,364,296 from college general funds. Additionally, State Scheduled Maintenance allocations across FY 2015-16, 2016-2017, 2017-2018 total \$4,845,914.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$11,810,210	\$0	\$11,810,210
District Funding Commitment:	\$ 6,964,296	\$0	\$ 6,964,296
Basic Aid Allocation:	\$ 4,000,000	\$0	\$ 4,000,000
Basic Aid ADA Allocation:	\$ 1,600,000	\$0	\$ 1,600,000
College General Fund:	\$ 1,364,296	\$0	\$ 1,364,296
State Scheduled Maintenance Allocation:	\$ 4,845,914	\$0	\$ 4,845,914

Status: Design phase.

In Progress: DSA review of Increment 1 (BGS and SSC) is underway. *Staff has submitted Increment 2 to DSA.*

Recently Completed: DSA review of Beta phase.

Focus: Continue survey and document development for future increments. Apply lessons learned from Beta phase.

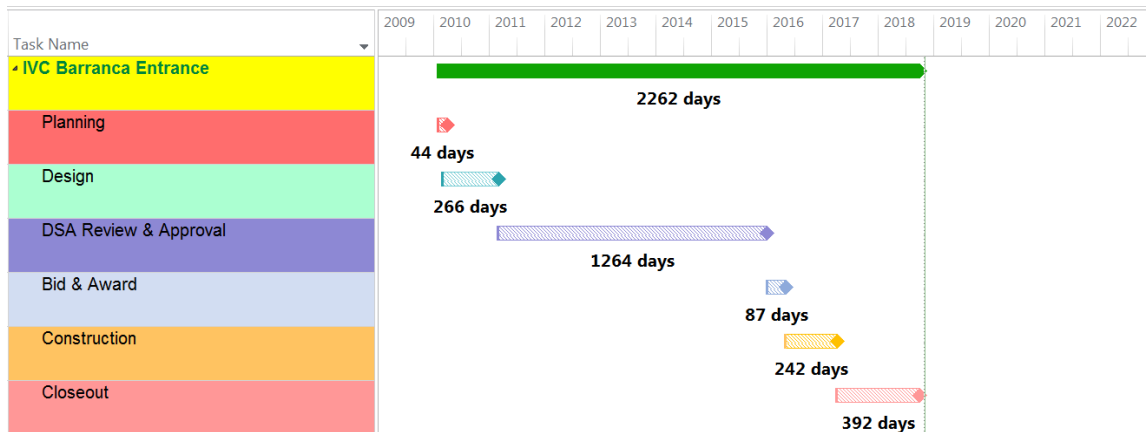
## IRVINE VALLEY COLLEGE

### 1. BARRANCA ENTRANCE (LASER WAY)

Project Description: This project created a new, signalized entrance with vehicular, bicycle and pedestrian access, including landscaping, leading to the college perimeter road from Barranca Parkway.

Start Preliminary Plans	<b>Feb 2010</b>	Award Construction Contract	<b>May 2016</b>
Start Working Drawings	<b>Mar 2011</b>	Complete Construction	<b>Apr 2017</b>
Complete Working Drawings	<b>Mar 2011</b>	Advertise for FF&E	N/A
DSA Final Approval	<b>Dec 2012</b>	DSA Close Out	N/A





**Budget Narrative:** Budget reflects Board agenda action on 4/27/2009. The basic aid assignment of \$2,850,000 was sufficient to meet project costs. During the 2017-2018 CIC/BAARC cycle \$513,116 was returned to basic aid.

	Original	Revision	Total
Project Budget:	\$2,850,000	\$513,116	\$2,336,884
District Funding Commitment:	\$2,850,000	\$513,116	\$2,336,884
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$2,850,000	\$513,116	\$2,336,884

**Status:** Close out Phase: Southern California Edison (SCE) and the City of Irvine.

**In Progress:** Project close-out. Finalize SCE landscaping easement.

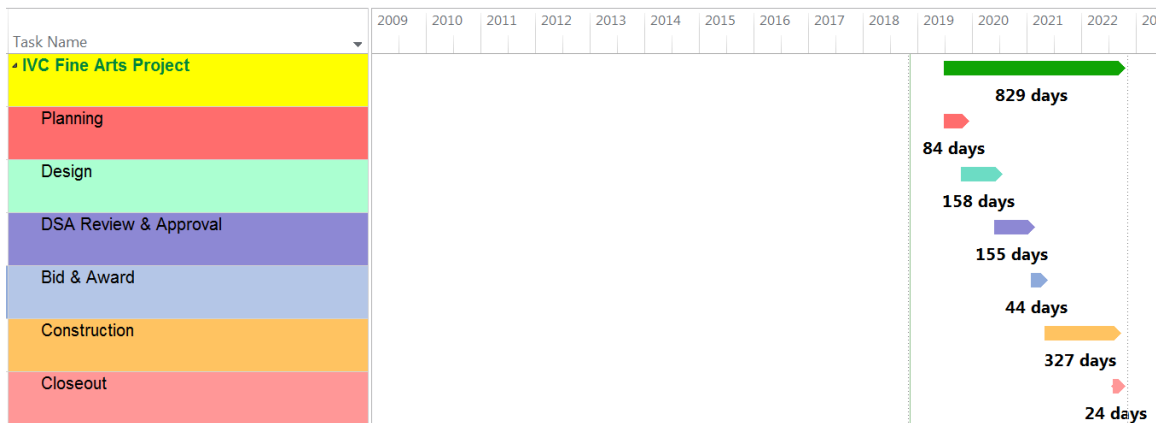
**Recently Completed:** Board approved SCE Landscape Easement.

**Focus:** Execute SCE Landscape Easement. Close out project.

## 2. FINE ARTS PROJECT

**Project Description:** The proposed project will construct three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located southwest of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	2019-2020	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending



**Budget Narrative:** Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016 and 6/26/2017. On June 17, 2013, the Board approved \$61,278. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581 with basic aid match of \$8,913,402 outstanding. The state match adjusts annually due to the change in cost index by the State Chancellor's office and is identified below. The District revised the funding commitment from 30 to 50 percent of State supportable costs to increase state funding competitiveness. The project budget includes additional funds identified to address costs not accounted for in state funding.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$35,703,000	\$ 8,159,588	\$43,862,588
District Funding Commitment:	\$10,562,000	\$10,938,500	\$21,500,500
Anticipated State Match:	\$25,141,000	\$(2,778,912 )	\$22,362,088
Basic Aid Allocation:	\$795,000	\$14,592,320	\$15,448,598
Unallocated District Contribution:			\$ 6,051,902

**Status:** Pursuing state funding match. SOCCCD projects, the Saddleback College Gateway project and the Irvine Valley College Fine Arts Complex project, are currently being recommended for the 2019-2020 fiscal year funding cycle.

**In Progress:** The State Chancellor's office has requested that the primary building(s), currently housing curriculum that plan to move to the Fine Arts Building project, be seismically evaluated. This work is underway.

**Recently Completed:** State Chancellor's office has developed a project list for the 2019-2020 fiscal year Department of Finance submittal. On September 17, 2018, the Board of Governors approved the 2019-2020 Capital Outlay Spending Plan. The State Chancellor's Office is requesting funding for both the preliminary plans and the working drawings for this project.

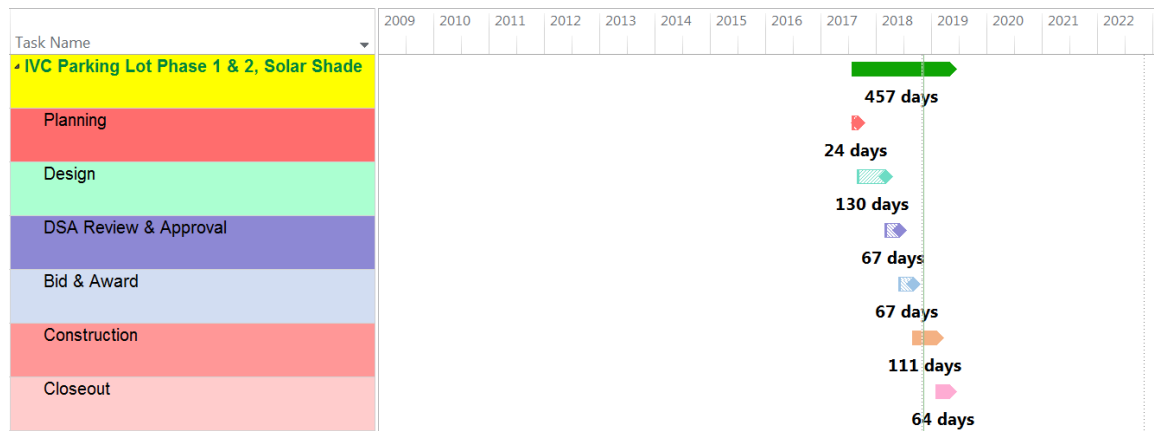
**Focus:** Staff continues to follow Sacramento activities to ensure maximum funding potential. Staff is monitoring the Governor's budget release in January 2019 to verify the

project is moving forward in the state process. Staff is working to complete seismic evaluation of the A300, PE 100 and the Student Services Center buildings.

#### 4. 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	Sep 2017	Award Construction Contract	Aug 2018
Start Working Drawings	Dec 2017	Complete Construction	Feb 2019
Complete Working Drawings	Mar 2018	Advertise for FF&E	Oct 2018
DSA Final Approval	Jun 2018	DSA Close Out	May 2019



**Budget Narrative:** Budget reflects Board action on 6/23/2014, 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. On August 22, 2016, the Board approved \$3,655,000 to allow inclusion of the solar shade project and add a connection to the new perimeter road. On June 26, 2017, the Board approved \$733,000. On May 21, 2018, the Board approved \$1,300,000 to include the phase II parking scope.

	Original	Revision	Total
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

**Status:** Construction Phase for Parking Lot project. *DSA Review & Approval* Phase for Battery Energy Storage project. Contract award phase for consolidated electrical system.

In Progress: Underground utility installation at parking lot. Contract award for consolidated electrical system. DSA review of Battery Energy Storage.

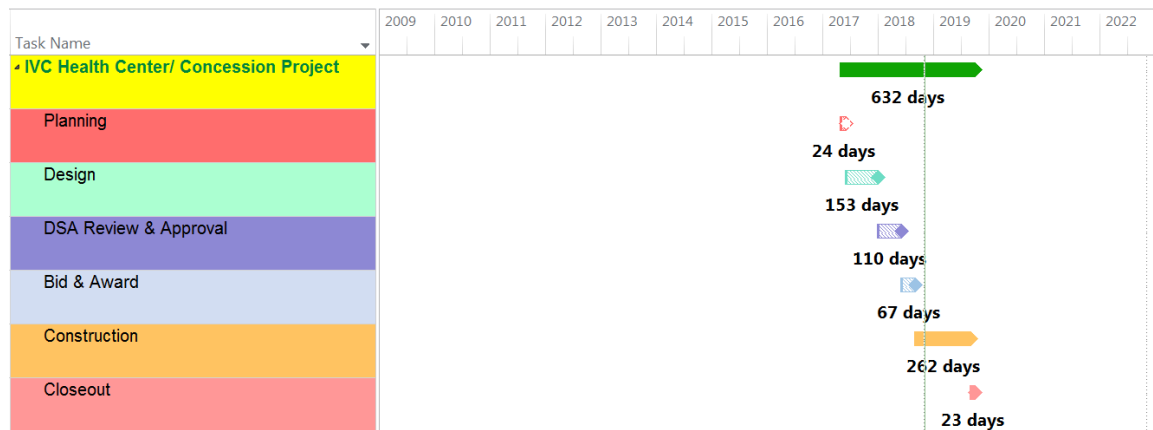
Recently Completed: Rough grading and main irrigation piping installation. Battery Energy Storage design submittal to DSA.

Focus: *Complete* underground utility installation at parking lot. *Begin* consolidated energy system conduit installation. *Respond to DSA plan review comments for Battery Energy Storage design.* Begin solar shade system procurement.

## 5. 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	Sep 2019
Complete Working Drawings	Jan 2018	Advertise for Equipment	Dec 2018
DSA Final Approval	Jun 2018	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017 and 5/21/2018. On June 22, 2015, the Board approved \$400,000. On August 22, 2016, the Board approved \$5,338,000. On June 26, 2017, the Board approved \$402,000. On May 21, 2018, the Board approved \$1,360,000.

	Original	Revision	Total
Project Budget:	\$5,200,000	\$2,300,000	\$7,500,000
District Funding Commitment:	\$5,200,000	\$2,300,000	\$7,500,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 400,000	\$7,100,000	\$7,500,000

Status: Construction Phase.

In Progress: Concrete slab construction, base and reinforcing installation.

Recently Completed: Installation of electrical utilities under building slab and placement of perimeter building footings.

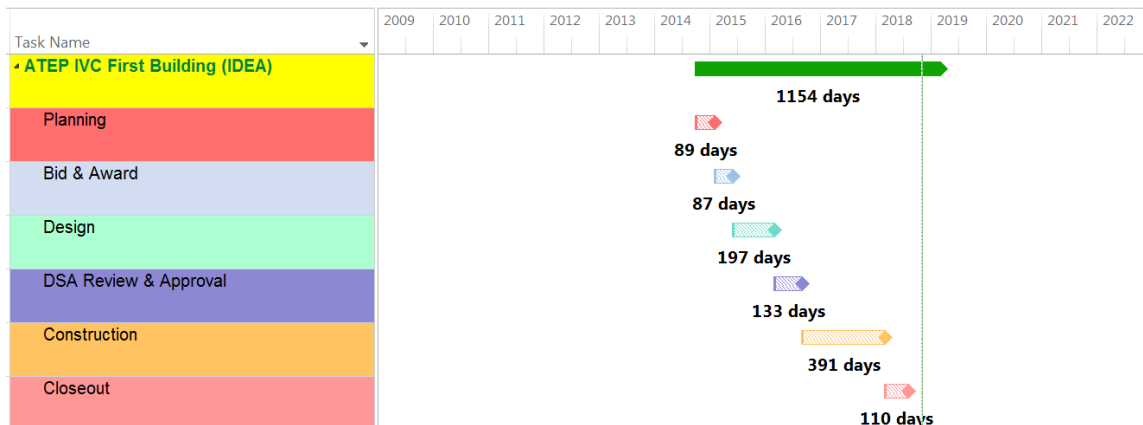
Focus: Preparation for, and placement of, building concrete slab.

## 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.

	Original	Revision	Total
Project Budget:	\$23,000,000	\$ 6,350,000	\$29,350,000
District Funding Commitment:	\$23,000,000	\$ 6,350,000	\$29,350,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$21,450,000	\$ 5,950,000	\$27,400,000
College Contribution:	\$ 0	\$ 1,950,000	\$ 1,950,000

**Status:** Project Closeout

**In Progress:** Coordinate with contractor and SCE for battery storage Permission to Operate (PTO).

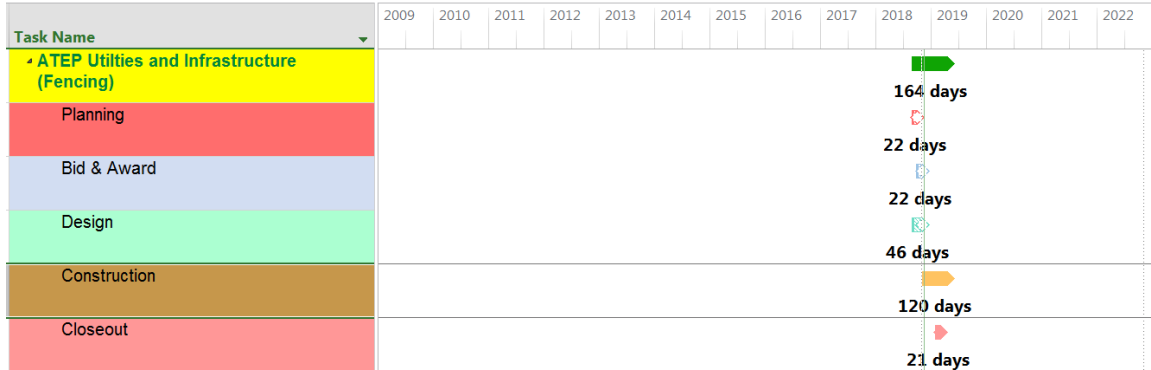
**Recently Completed:** Installed battery storage system.

**Focus:** Obtain photovoltaic and battery storage interconnect agreements with utility agency allowing both systems to “go live”.

## 2. ATEP – UTILITIES AND INFRASTRUCTURE (Fencing)

**Project Description:** The fencing project is an extension to the Utilities and Infrastructure project, which supports the ATEP IVC First Building and future development. The fencing will enclose the undeveloped portions of the ATEP site resulting in increased security and improved site monitoring.

Start Preliminary Plans	Sep 2018	Award Construction Contract	Nov 2018
Start Working Drawings	Sep 2018	Complete Construction	Feb 2019
Complete Working Drawings	Sep 2018	Advertise for FF&E	N/A
DSA Final Approval	N/A	DSA Close Out	N/A



**Budget Narrative:** Budget reflects Board action on 6/22/2015 and 8/22/2016. On June 22, 2015 the Board approved \$7,000,000. On August 22, 2016, the Board of Trustees approved \$2,475,000.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$2,475,000	\$9,475,000
District Funding Commitment:	\$7,000,000	\$2,475,000	\$9,475,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$7,000,000	\$2,475,000	\$9,475,000

**Status:** Construction Phase.

**In Progress:** Contractor mobilization.

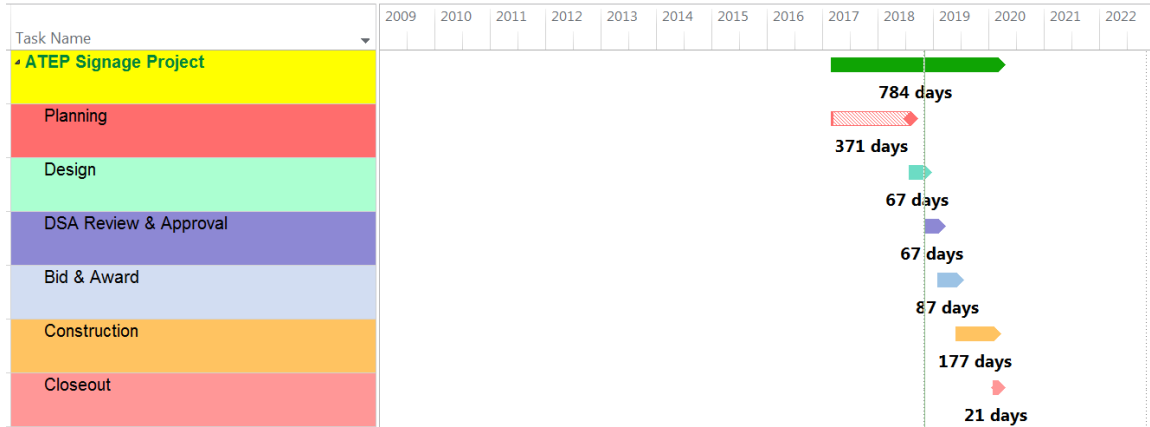
**Recently Completed:** Bid and Award.

**Focus:** Material procurement.

### 3. 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	Jun 2019
Start Working Drawings	Aug 2018	Complete Construction	Feb 2020
Complete Working Drawings	Nov 2018	Advertise for FF&E	N/A
DSA Final Approval	Feb 2019	DSA Close Out	Apr 2020



Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$500,000.

	Original	Revision	Total
Project Budget:	\$3,000,000	\$0	\$3,000,000
District Funding Commitment:	\$ 500,000	\$0	\$ 500,000
Anticipated State Match:	\$ 0	\$0	\$ 0
Basic Aid Allocation:	\$ 500,000	\$0	\$ 500,000

Status: Design Phase.

In Progress: Review of design submittal.

Recently Completed: Staff accepted a draft project schedule based on design timeline and projected DSA review.

Focus: Submit plans to DSA by December 2018 and concurrently obtain approval from the City of Tustin.

## DISTRICT WIDE

### 1. SUSTAINABILITY/ ENERGY PLAN

Project Description: The Sustainability/Energy Plan supports the colleges' plans for future sustainability/energy projects, will provide best practices, aid with energy savings programs, and recommend various sustainability projects. The project has two phases, the first develops building design and construction guidelines and the second develops campus organizational policies and procedures. The Plan will inform the upcoming Facilities Master Plan process. Staff will update the schedule below when Phase II begins.

Kick Off, Phase I	Jan 2017	Start Plan Development	Feb 2017
Start Research/Analysis	Jan 2017	Complete Plan	May 2017
Complete Research/Analysis	Feb 2017	Final Plan, Phase I	Nov 2017





**Budget Narrative:** Budget reflects Board action on 6/22/2015, 8/22/2016, 6/26/2017, and 5/21/2018. On June 22, 2015, the Board approved \$200,000. On August 22, 2016, the Board approved \$40,000. On June 26, 2017, the Board approved \$200,000. On May 21, 2018, the Board approved \$200,000.

	Original	Revision	Total
Project Budget:	\$200,000	\$440,000	\$640,000
District Funding Commitment:	\$200,000	\$440,000	\$640,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$440,000	\$640,000

**Status:** Between Phase I and II efforts.

**In Progress:** Determining committee facilitator and composition for Phase II.

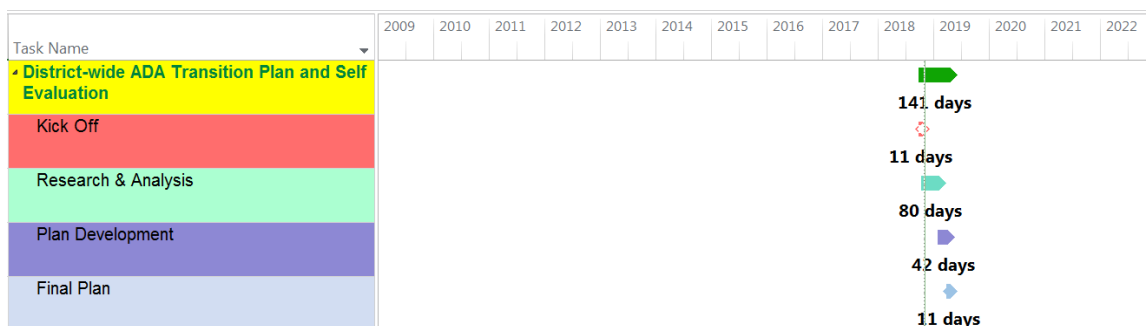
**Recently Completed:** Phase I final plan.

**Focus:** Develop Phase II scope of work and committee composition.

## 2. ADA TRANSITION PLAN AND SELF EVALUATION

**Project Description:** The ADA Transition 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	Complete Plan	Apr 2019
Complete Research/Analysis	Jan 2019	Final Plan	May 2019



**Budget Narrative:** Budget reflects Board action on 6/22/2015, 6/27/2016 and 6/26/2017. On June 22, 2015, the Board approved \$400,000. On June 27, 2016, the Board approved \$440,000. On June 26, 2017, the Board approved \$400,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$840,000	\$1,240,000
District Funding Commitment:	\$400,000	\$840,000	\$1,240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$840,000	\$1,240,000

**Status:** Phase I work complete. Meetings with District and college steering committee and work groups began in November.

**In Progress:** Meetings with steering committee and working groups.

**Recently Completed:** Met with steering committee and college DSPS coordinators.

**Focus:** Continue consultant meetings with working groups and develop surveys and questionnaires. Review recently revised district policies.

### 3. TECHNOLOGY CONSULTANT FOR CAPITAL CONSTRUCTION

**Project Description:** This project develops District-wide technology and building access control standards for capital construction projects and provides technology oversight during construction. The standards will inform construction documents establishing design guidelines for telecommunications/network infrastructure and associated equipment.

Kick Off	Jul 2017	Start Plan Development	Oct 2017
Start Research/Analysis	Jul 2017	Complete Draft Plan	Apr 2018
Complete Research/Analysis	Sep 2017	Final Plan	Aug 2018



**Budget Narrative:** Budget reflects Board action on 8/22/2016, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$460,000. On June 26, 2017, the Board approved \$100,000. On May 21, 2018, the Board approved \$25,000.

	Original	Revision	Total
Project Budget:	\$460,000	\$125,000	\$585,000
District Funding Commitment:	\$460,000	\$125,000	\$585,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$460,000	\$125,000	\$585,000

**Status:** *Complete and Closed.*

**In Progress:** *Completed Project*

**Recently Completed:** *End users have finished reviewing final security standards.*

**Focus:** *This project is complete and will be removed from future reports.*

#### 4. MAPPING AND CONDITION ASSESSMENT

**Project Description:** This project comprehensively documents the horizontal and vertical positions of underground utilities and assesses existing conditions. Accurate utility information prevents construction delays, claims, and utilities conflicts.

Kick Off	Aug 2018	Start Plan Development	Aug 2018
Start Research/Analysis	Aug 2018	Draft Plan	Mar 2019
Complete Research/Analysis	Mar 2019	Final Plan	Jun 2019



**Budget Narrative:** Budget reflects Board action on 8/22/2016, 6/26/2017, and 5/21/2018. On August 22, 2016, the Board approved \$400,000. On June 26, 2017, the Board approved \$500,000. On May 21, 2018, the Board approved \$3,000,000.

	Original	Revision	Total
Project Budget:	\$400,000	\$3,500,000	\$3,900,000
District Funding Commitment:	\$400,000	\$3,500,000	\$3,900,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$400,000	\$3,500,000	\$3,900,000

**Status:** Phase One (Underground Utility Systems Designating & Mapping Phase) & Phase Two (Underground Utilities Test Borehole) at Saddleback College.

**In Progress:** Locating and mapping underground utilities at Saddleback College's Horticulture, parking lots, College Drive East, Medical Center Drive entrance and main quad area. Data collection, surveying underground utility elevations, telecommunication system vaults investigation and CCTV camera of sanitary sewer system. *Initiate underground utilities condition assessment & capacity analysis phase at Saddleback College. Schedule kick-off meeting with IVC Facilities, Maintenance, & Operation (FMO), Technology Information (IT) and College Police Department.*

**Recently Completed:** *Performed supplemental topographic survey of Irvine Valley College, investigate underground utilities at the Saddleback College Science & Math (SM) Building.*

**Focus:** The mapping process continues at Saddleback College using electromagnetic tools, ground penetrating radar (GPR), ram rods, and robotic cameras. *Coordinate testing locations to support ATAS Building project underground utilities investigation.*

## 5. SC SCIENCE & MATHEMATICS (SM) BUILDING ASSESSMENT & IVC STRUCTURAL ANALYSIS

**Project Description:** The Saddleback College Science & Mathematics (SM) Building project assesses structural and life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code requirements and create like-new conditions. The IVC Structural Analysis project will assess

foundations and perform a seismic analysis on four buildings: A300, Performing Arts Center (PAC), PE 100, and Student Services Center (SSC) to investigate slab-on-grade and interior wall cracks. A final report will recommend corrections and estimate costs.

Kick Off	Jul 2018	Start Plan Development	Sep 2018
Start Research/Analysis	Jul 2018	Draft Plan	Dec 2018
Complete Research/Analysis	Sep 2018	Final Plan	Jan 2019



**Budget Narrative:** Budget reflects Board action on 6/22/2015 and 6/26/2017. On June 22, 2015, the Board approved \$750,000. On June 26, 2017, the Board approved \$355,000 to fund Project Pre-planning and Investigation dollars, \$200,000 of which was applied to this project.

	Original	Revision	Total
Project Budget:	\$750,000	\$200,000	\$950,000
District Funding Commitment:	\$750,000	\$200,000	\$950,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$750,000	\$200,000	\$950,000

**Status:** Deliverable Phase.

**In Progress:** Finalize condition assessment draft reports for Saddleback College SM Building and the Irvine Valley College Buildings. Prepare Expected Seismic Performance Levels (ESPL) reports for Saddleback College SSC, TAS & SM buildings and IVC A300 & PE100 buildings.

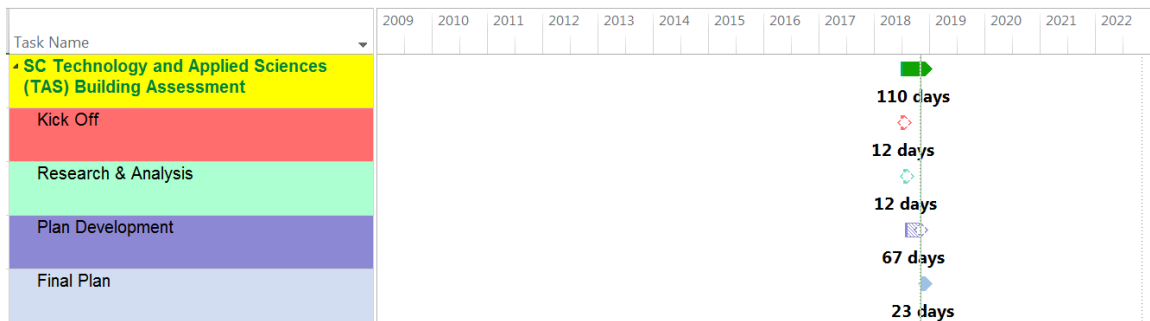
**Recently Completed:** Staff negotiated a proposal for added scope considering the Saddleback College TAS building renovation and replacement option.

**Focus:** Perform field investigation for the Saddleback College SSC Building. Coordinate stakeholder's condition assessment draft report review for Saddleback College SM Building & the IVC Buildings.

## 6. SC TECHNOLOGY AND APPLIED SCIENCES (TAS) BUILDING ASSESSMENT

Project Description: The Saddleback College Technology and Applied Sciences (TAS) Building project assesses structural and life/safety concerns and evaluates building systems. A final report will calculate the feasibility of resolving issues to meet current code requirements and create like-new conditions. The assessment will build upon information obtained during the previous TAS building renovation design process with a focus on evaluating the potential for repurposing rather than demolishing the building.

Kick Off	Jul 2018	Start Plan Development	Aug 2018
Start Research/Analysis	Jul 2018	Draft Plan	Sep 2018
Complete Research/Analysis	Aug 2018	Final Plan	Jan 2019



Budget Narrative: Budget reflects Board action on 5/21/2018. On May 21, 2018, the Board approved \$175,000.

	Original	Revision	Total
Project Budget:	\$175,000	\$0	\$175,000
District Funding Commitment:	\$175,000	\$0	\$175,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$175,000	\$0	\$175,000

Status: Deliverable Phase.

In Progress: Consultants are addressing Stakeholders' review comments on the draft conditions assessment report.

Recently Completed: Page turner review meeting with Saddleback College Executive Cabinet, staff and consultants.

Focus: Prepare and estimate a revised repair option (Option No. 04) pursuant to Saddleback College Executive Cabinet request.

## GENERAL NOTES

- Project updates for active projects may be viewed at:  
  
<http://www.socccd.edu/businessservices/ProjectUpdates.html>
- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
  - When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
  - The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 50% match) as the economy has changed from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.
  - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

**TO:** Board of Trustees

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

**RE:** |SOCCCD: Monthly Financial Status Report |

**ACTION:** Information

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**BACKGROUND**

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

**STATUS**

The reports display the adopted budget, revised budget and transactions through November 30, 2018 (EXHIBIT A). A review of current revenues and expenditures for FY 2018-2019 show they are in line with the budget.



**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**  
General Fund Income and Expenditure Summary  
As of November 30, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
BEGINNING FUND BALANCE:		\$ 70,700,080	70,700,080	70,700,080	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 2,632,479	4,499,613	435,940	9.69%
State Sources	8600-8699	70,069,588	70,201,676	32,039,602	45.64%
Local Sources	8800-8899	255,319,299	256,871,799	50,299,133	19.58%
Other Financing Sources	8900-8912	-	-	-	
Total Revenue		328,021,366	331,573,088	82,774,675	24.96%
FISCAL AGENT PASS THROUGH	8970-8979	4,528,571	4,528,571	1,512,603	33.40%
INCOMING TRANSFERS	8980-8989	6,446,040	6,526,040	1,535,047	23.52%
<b>TOTAL SOURCES OF FUNDS</b>		<b>\$ 409,696,057</b>	<b>413,327,779</b>	<b>156,522,405</b>	<b>37.87%</b>
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 95,430,837	96,168,349	26,750,798	27.82%
Classified Salaries	2000-2999	59,257,036	59,864,683	17,376,587	29.03%
Employee Benefits	3000-3999	61,420,772	61,969,076	21,124,460	34.09%
Supplies & Materials	4000-4999	9,360,109	9,594,752	1,222,735	12.74%
Services & Other Operating	5000-5999	43,630,360	43,392,558	9,185,083	21.17%
Capital Outlay	6000-6999	15,603,835	16,507,789	1,885,147	11.42%
Payments to Students	7500-7699	3,467,749	4,305,213	2,181,210	50.66%
Total Expenditures		\$ 288,170,698	291,802,420	79,726,020	27.32%
OTHER FINANCING USES:					
Inter Fund Transfers Out	7300-7399	\$ 1,235,000	1,235,000	943,917	76.43%
Basic Aid Transfers Out	7300-7399	74,755,841	74,755,841	4,894,000	6.55%
Intra Fund Transfers Out	7400-7499	4,528,571	4,528,571	120,000	0.00%
Total Other Uses		80,519,412	80,519,412	5,957,917	7.40%
<b>TOTAL USES OF FUNDS</b>		<b>368,690,110</b>	<b>372,321,832</b>	<b>85,683,937</b>	<b>23.01%</b>
<b>ENDING FUND BALANCE</b>		<b>\$ 41,005,947</b>	<b>41,005,947</b>	<b>70,838,468</b>	
<b>RESERVES</b>					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 23,847,231	23,847,231		
Reserve for Economic Uncertainties		13,858,716	13,858,716		
College Reserves for Economic Uncertainties		3,300,000	3,300,000		
<b>TOTAL RESERVES</b>		<b>\$ 41,005,947</b>	<b>41,005,947</b>		

NOTE: As of November 30, 2017 actual revenues to date were **39.03%** and actual expenditures to date were **22.34%** of the revised budget to date.

**SADDLEBACK COLLEGE**

General Fund Income and Expenditure Summary  
As of November 30, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		\$ 16,885,602	16,885,602	16,885,602	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 101,307,382	101,307,382	19,709,776	19.46%
Restricted Budget Allocation		45,338,840	47,558,435	24,360,642	51.22%
Total Revenue		146,646,222	148,865,817	44,070,418	29.60%
INCOMING TRANSFERS	8980-8989	3,796,040	3,796,040	936,769	24.68%
<b>TOTAL SOURCES OF FUNDS</b>		<u>\$ 167,327,864</u>	<u>169,547,459</u>	<u>61,892,789</u>	36.50%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 58,033,926	57,957,670	15,959,529	27.54%
Classified Salaries	2000-2999	30,774,599	31,012,232	8,704,064	28.07%
Employee Benefits	3000-3999	33,816,018	33,948,707	10,373,055	30.56%
Supplies & Materials	4000-4999	7,377,701	7,554,465	736,538	9.75%
Services & Other Operating	5000-5999	21,729,991	22,804,626	3,955,609	17.35%
Capital Outlay	6000-6999	9,822,234	10,696,989	1,390,889	13.00%
Payments to Students	7500-7699	2,588,395	2,387,770	936,585	39.22%
Total Expenditures		\$ 164,142,864	166,362,459	42,056,269	25.28%
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	\$ 885,000	885,000	943,917	106.66%
Other Transfers	7400-7499	-	-	-	
Total Other Uses		885,000	885,000	943,917	106.66%
<b>TOTAL USES OF FUNDS</b>		<u>165,027,864</u>	<u>167,247,459</u>	<u>43,000,186</u>	25.71%
<b>LOCATION OPERATING BALANCE</b>		<u>\$ 2,300,000</u>	<u>2,300,000</u>	<u>18,892,603</u>	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		<u>\$ 2,300,000</u>	<u>2,300,000</u>		

NOTE: As of November 30, 2017 actual revenues to date were **37.71%** and actual expenditures to date were **26.22%** of the revised budget to date.

**IRVINE VALLEY COLLEGE**

General Fund Income and Expenditure Summary  
As of November 30, 2018

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
<b>SOURCES OF FUNDS</b>					
LOCATION BEGINNING BALANCE		\$ 5,257,350	5,257,350	5,257,350	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 65,828,516	65,828,516	14,996,445	22.78%
Restricted Budget Allocation		21,595,323	22,927,450	9,283,474	40.49%
Total Revenue		87,423,839	88,755,966	24,279,919	27.36%
INCOMING TRANSFERS	8980-8989	2,100,000	2,100,000	417,398	19.88%
<b>TOTAL SOURCES OF FUNDS</b>		<u>\$ 94,781,189</u>	<u>96,113,316</u>	<u>29,954,667</u>	31.17%
<b>USES OF FUNDS</b>					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 33,258,855	34,072,623	9,789,053	28.73%
Classified Salaries	2000-2999	18,807,573	19,177,587	5,566,477	29.03%
Employee Benefits	3000-3999	21,234,208	21,649,823	6,543,466	30.22%
Supplies & Materials	4000-4999	1,875,908	1,928,787	461,984	23.95%
Services & Other Operating	5000-5999	12,055,190	10,677,753	2,090,766	19.58%
Capital Outlay	6000-6999	5,670,101	5,689,300	449,857	7.91%
Payments to Students	7500-7699	879,354	1,917,443	1,244,625	64.91%
Total Expenditures		\$ 93,781,189	95,113,316	26,146,228	27.49%
OTHER FINANCING SOURCES/(USES):					
Transfers Out	7300-7399	\$ -	-	-	
Other Transfers	7400-7499	-	-	-	
Total Other Uses		-	-	-	
<b>TOTAL USES OF FUNDS</b>		<u>93,781,189</u>	<u>95,113,316</u>	<u>26,146,228</u>	27.49%
<b>LOCATION OPERATING BALANCE</b>		<u>\$ 1,000,000</u>	<u>1,000,000</u>	<u>3,808,439</u>	
<b>RESERVES</b>					
Reserve for Economic Uncertainties		<u>\$ 1,000,000</u>	<u>1,000,000</u>		

NOTE: As of November 30, 2017 actual revenues to date were **31.80%** and actual expenditures to date were **30.00%** of the revised budget to date.

**TO:** Board of Trustees  
**FROM:** Kathleen F. Burke, Chancellor  
**RE:** SOCCCD: Retiree (OPEB) Trust Fund  
**ACTION:** Information

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### **BACKGROUND**

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

### **STATUS**

This report is for the period ending October 31, 2018 (EXHIBIT A).

For October, the portfolio was composed of 51.5% Common Stocks (Domestic and International) and 48.5% Fixed Funds (Bonds). The portfolio's performance decreased 4.90%, ending with a fair market value of \$113,870,918 and an annualized return since inception of 5.22%.

November 14, 2018

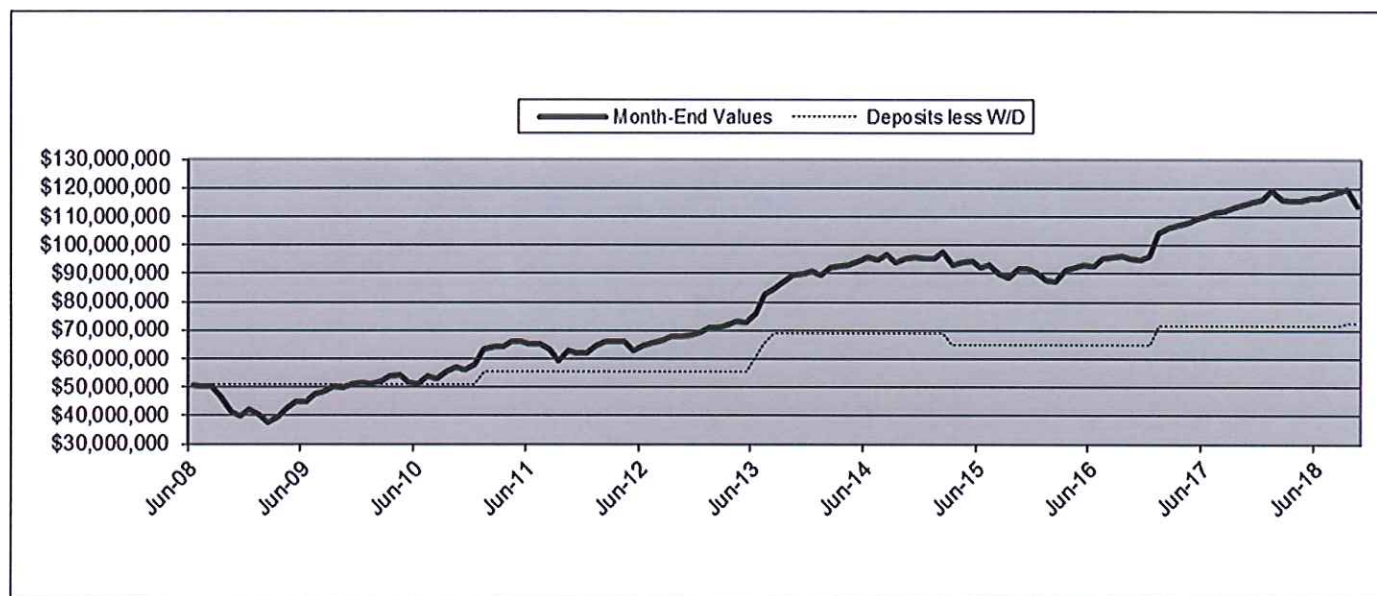
South Orange County Community College District  
28000 Marguerite Parkway  
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

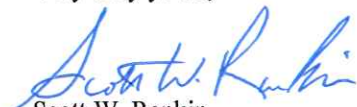
With a fair market value on October 31st of \$113,870,917.70 your portfolio's performance was down -4.90% for the month and up 5.22% on an annualized basis since the June 24<sup>th</sup>, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (51.5%) and fixed income funds (48.5%). It was designed to be invested over a long time frame. Total deposits in the amount of \$76,729,695.11 have been received since inception. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>October 2018</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	-4.90%	-2.93%	5.22% annualized return
S&P 500	-6.84%	3.01%	9.86% (Domestic Stocks)
MSCI EAFE	-7.96%	-9.28%	2.06% (International stocks)
Barclays Aggregate	-0.79%	-2.38%	3.53% (Domestic Bonds)
Barclays Global	-1.12%	-3.47%	2.29% (Global Bonds)



Very truly yours,

  
Scott W. Rankin  
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
June-15	\$ (4,000,000)	\$ 64,799,724	\$ 92,222,506
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
June-17	\$ 6,876,878	\$ 71,676,602	\$ 110,063,884
July-17	\$ -	\$ 71,676,602	\$ 111,728,835
August-17	\$ -	\$ 71,676,602	\$ 112,145,520
September-17	\$ -	\$ 71,676,602	\$ 113,277,751
October-17	\$ -	\$ 71,676,602	\$ 114,061,414
November-17	\$ -	\$ 71,676,602	\$ 115,163,531
December-17	\$ -	\$ 71,676,602	\$ 116,227,289
January-18	\$ -	\$ 71,676,602	\$ 119,034,135
February-18	\$ -	\$ 71,676,602	\$ 115,906,436
March-18	\$ -	\$ 71,676,602	\$ 115,625,568
April-18	\$ -	\$ 71,676,602	\$ 115,818,885
May-18	\$ -	\$ 71,676,602	\$ 116,640,143
June-18	\$ -	\$ 71,676,602	\$ 116,478,409
July-18	\$ -	\$ 71,676,602	\$ 117,809,747
August-18	\$ -	\$ 71,676,602	\$ 118,920,059
September-18	\$ 1,053,093	\$ 72,729,695	\$ 119,738,877
October-18	\$ -	\$ 72,729,695	\$ 113,870,918
	<b>\$ 72,729,695</b>		

**TO:** Board of Trustees

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

**RE:** Reports from Administration and Governance Groups

**ACTION:** None

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

Chancellor, College Presidents and Student Government written reports are included with this item for information.

*Speakers are limited up to two minutes each.*

Saddleback College Academic Senate  
Faculty Association  
Irvine Valley College Academic Senate  
Vice Chancellor, Technology & Learning Services  
Vice Chancellor, Human Resources  
Vice Chancellor, Business Services  
Irvine Valley College Classified Senate  
California School Employees Association  
Saddleback College Classified Senate  
Police Officers' Association



## SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

**DATE:** December 10, 2018  
**TO:** Members of the Board of Trustees  
**FROM:** Chancellor Kathleen Burke, Ed.D.  
**SUBJECT:** District Services Report for December 10, Board of Trustees Meeting

### **GivingTuesday**

On Tuesday, November 27, following the Thanksgiving Holiday, the District participated in GivingTuesday, a global initiative to promote the spirit of giving. We asked all employees, district-wide, to kick-off the charitable season and end-of-year-giving with a donation to either college foundation. We also encouraged district-site employees to share their plans to give back over the holidays with an #UNSelfie post to social media. [#UNSelfie District Photo](#)

### **Orange County Business Council Award Nomination**

On Wednesday, November 28, I joined Board President Tim Jemal, IVC President Glenn Roquemore, Vice President of Instruction, Christopher McDonald, and other IVC leadership to attend the Orange County Business Council's *Turning Red Tape Into Red Carpet Awards* ceremony at the Center Club in Costa Mesa, CA. This ceremony acknowledges the good work of local governments who have implemented innovative policies and strategies to cut through the red tape, eliminate barriers to economic growth, and open the door to private sector job creation. Irvine Valley College was one of nine nominees in the *Business Retention and Expansion* category. Although, the City of Anaheim was recognized as the winner for their Economic Development Team—it was an honor to celebrate the great work of IVC amongst influential local leaders and institutions.

### **Development of Preferred Name Guidelines**

South Orange County Community College District recognizes that students and employees may wish to use a name other than their given names as recorded on official college or district documents. The District Human Resources Department is in the beginning stages of dialogue and research to establish a preferred name guideline. This guideline will empower students and employees to use a preferred first/given name in all official documents except where use of the official name is required by District business or legal need. It is understood that the use of a preferred name is not permissible for any purpose of misrepresentation and can be denied at the discretion of District administration. Updates about implementation will be communicated to the Board as this guideline develops.

### **Advocacy for IVC Fine Arts Building and SC Gateway Building**

Advocacy efforts are underway to help fund the development of the Irvine Valley College Fine Arts Building Project and the Saddleback College Gateway Building Project. Fact sheets about both projects were developed to present to legislative staff during an advocacy visit to Sacramento in conjunction with the State Chancellor's Office on December 5. Both projects will serve a critical need for students and the overall mission of each institution.

### **Cybersecurity**

With the increase in our digital activities, hackers and cyber-criminals have changed the techniques they use to target people, with email being the number one weapon of choice—followed by infected websites, social media scams, and stealing digital identities and passwords. District IT continues to be at the forefront of identifying threats and informing staff district-wide about precautionary methods to avoid malicious attacks to our system. It is important for us to remain alert and aware of cybersecurity threats as we engage in routine online activity, both for professionals and personal use.





## College Events

### ***Saddleback College Nurses Pinning Ceremony***

I was honored to attend the Saddleback College Nurses Pinning Ceremony on Monday, December 3 in the McKinney Theatre. Fifty-two graduates received a time-honored pin, which serves as a symbol of a nurse's service to others and their induction into the nursing profession.

### ***Saddleback College "A Feast of Lights"***

The Saddleback College Choirs and Symphony presented, A Feast of Lights, on Friday, November 30, Saturday, December 1, and Sunday, December 2, 2018 in the McKinney Theatre. A Feast of Lights has been a holiday tradition for over 25 years! Perhaps one of the oldest traditions at Saddleback College, this year's program highlighted both old and new holiday favorites for chorus and orchestra.

### ***Irvine Valley College Laser Polar Express***

On December 6, IVC hosted their End-of-the-Year Celebration in the IVC Performing Arts Center. It was a great way to kick-off the holiday festivities with colleagues that entailed festive food and lots of fun.

### ***Irvine Valley College Adopt-a-Family Holiday Program***

IVC hosted their Adopt-a-Family program on December 7 for employees in the IVC Cafeteria and Santa was even in attendance. This was a wonderful opportunity to support local families through giving. Many thanks to all that helped to organize the program.



## **SADDLEBACK COLLEGE**

28000 Marguerite Parkway • Mission Viejo, CA 92692  
949.582.4500 • [www.saddleback.edu](http://www.saddleback.edu)

TO: Members of the Board of Trustees  
Chancellor Kathleen F. Burke, Ed.D.

FROM: Jim Buysse, Interim President

SUBJECT: Report for December 10, 2018 Board of Trustees Meeting

### **Athletics Success This Fall**

The Saddleback women's cross country team captured the Orange Empire Conference title this season, marking the first conference title for the program in school history. Coach Matt Sherman was named as the conference coach of the year for guiding his team to the title. His teams have finished as conference runners-up in three of the previous four seasons. This year's harriers also finished fourth at the regional championship and fifth at the state championship, mirroring the school-best finishes at those events which were set two seasons ago in 2016.

The Saddleback women's golf team captured its third consecutive Orange Empire Conference championship this year with head coach Bob Bosanko earning his third straight OEC Coach of the Year title. Five of the six members of this year's golf team earned all-conference honors. The linksters went on to place fourth at the regional championship and sixth at the state championship. It was the second time in the past three years that Saddleback qualified for the state championship event.

The Saddleback football team finished as SCFA Southern League runner-up and was ranked No. 6 in Southern California. That ranking earned the Gauchos an invitation to a post-season bowl game for the 17<sup>th</sup> time in the past 18 seasons. Saddleback hosted No. 9 Bakersfield College in the Patriotic Bowl and ended up kicking the game-winning field goal with under 10 seconds on the clock to break a tie and defeat Bakersfield, 34-31.

### **Psychology Wellness Week**

Saddleback College's psychology faculty, in conjunction with the Psychology and Psi Beta student clubs, hosted Psychology Wellness Week from Monday, November 26 through Thursday, November 29. Events were held to shed light on mental health issues and solutions and included the following presentations:

Monday, November 26: "Reducing the Stigma Surrounding Mental Illness"

Tuesday, November 27: "Dealing with Anxiety and Test Anxiety"

Wednesday, November 28: "Psychology Research on Benefits of Journaling"

Thursday, November 29: Psychology wellness tips displayed at a booth in the quad

### **Interior Design Students Excel in Regional Competition**

On November 3, three students in the college's interior design program (Micayla Brewer, Sean Diaz, and Priscilla Brierley) participated in the 2018 Student Design Charette conducted by the International Interior Design Association, Southern California Chapter at Tangram Interiors in Newport Beach. Six

teams of four to five students from various design programs in Southern California collaborated to design a concept for a creative co-working space. 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 we are thrilled that two Saddleback students (Micayla Brewer and Sean Diaz) were on the winning teams.

#### **Orange County Strong Workforce Initiative Update**

The Orange County Community Colleges Strong Workforce Initiative's "Future Built" campaign garnered impressive results in the initial months of the campaign. Between June and September 2018, the campaign brought in more than 12.63 million digital impressions and 40,710 unique website visits, and between July and December 2018, 24.4 million radio impressions and 13.4 million outdoor impressions. The campaign focuses on career education programs offered at all nine community colleges in Orange County. For more information visit the Future Built website at [futurebuilt.org](http://futurebuilt.org).

#### **A Feast of Lights**

The Saddleback College Choirs and Symphony presented A Feast of Lights on Friday, November 30, Saturday, December 1, and Sunday, December 2 in the McKinney Theatre. A Feast of Lights has been a holiday tradition for over 25 years! Perhaps one of the oldest traditions at Saddleback College, this year's program highlighted both old and new holiday favorites for chorus and orchestra.

Respectfully Submitted,



Jim Buysse  
Interim President



# IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | [www.ivc.edu](http://www.ivc.edu)

**TO:** Kathleen F. Burke, Chancellor, and Members of the Board of Trustees

**FROM:** Glenn R. Roquemore, PhD, President *DR*

**DATE:** November 29, 2018

**SUBJECT:** **President's Report for the December 10, 2018 Board of Trustees Meeting**

**Professor Kari Tucker-McCorkhill Honored as Orange County Teacher of the Year**  
Irvine Valley College (IVC) Psychology Professor Kari Tucker-McCorkhill was recognized at the 2019 Orange County Teachers of the Year ceremony held on November 2 at the Disneyland Hotel. The Orange County Department of Education (OCDE) named Tucker-McCorkhill the Community College Teacher of the Year in May. Joining Tucker-McCorkhill at the dinner were Trustees Barbara Jay and Marcia Milchiker along with President Roquemore. The ceremony included student musical performances along with remarks by County Superintendent Al Mijares.



## **IVC Ranks Third on List of Best Online Colleges in California**

IVC was ranked third on the 2018-2019 list of Best Online Colleges in California created by the Community for Accredited Online Schools. The ranking for 2-year colleges was created using data from the National Center for Education Statistics' Integrated Postsecondary Education Data System (IPEDS), and considered factors such as quality, affordability, flexibility, and program. IVC was one of only three Orange County community colleges that made the list. Nearly 200 online courses were offered in fall 2018, serving nearly 7,000 students. Enrollment in online courses increased 14% over fall 2017.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES:  
Barbara J. Jay, Timothy Jermal, David B. Lang, Marcia Milchiker, T.J. Prendergast III, Terri Whitt, James R. Wright  
Kathleen F. Burke, Ed.D., Chancellor • Glenn R. Roquemore, Ph.D., President, Irvine Valley College

*An Equal Opportunity Institution*



### **IVC Joins City and Community of Irvine to Stand Against Intolerance**

On November 2, Board President Timothy Jemal and President Roquemore attended a press conference hosted by the City of Irvine to announce a reward for information leading to the arrest and conviction of the individual(s) responsible for the anti-Semitic act of hate at the Beth Jacob Congregation. Speaking at the event, which was led by City of Irvine Mayor Don Wagner, were community leaders including Rabbi Yisroel Ciner of the Beth Jacob Congregation, Regional Director of the Anti-Defamation League (ADL) Peter Levi, Pastor Mark Whitlock from Christ Our Redeemer Church, Sheikh Atef Mahgoub of the Islamic Center of Irvine, and OC Human Relations CEO Alison Edwards. All spoke, including Board President Timothy Jemal, in support of the City's efforts to send a strong message that hate and intolerance will not be condoned and that the community stands in support of the freedoms of all regardless of race, religion, or ethnic background.



### **IVC Recognizes International Day**

IVC's International Student Program hosted an International Day celebration on November 15. Students were invited to partake of food and entertainment. International Day is part of International Education Week events sponsored by the U.S. Department of State and the U.S. Department of Education. The events are geared towards celebrating the benefits of international education and exchange worldwide. International Day is co-sponsored by the International Student Program and the International Club.



**Counselor Amanda Romero Recognized by Orange County Counselor Symposium**

Counselor Amanda Romero was recognized by the Orange County Counselor Symposium on November 1 for her many contributions to her field, in particular to Career Education. Orange County Director of the Los Angeles / Orange County Regional Consortium (LAORC) Gustavo Chamorro presented Amanda with the award speaking of her tireless dedication to her work and students at IVC.

**IVC Women's Golfer Katie Stribling Places Fourth at State Championship**

IVC women's golfer Katie Stribling earned fourth place at the California Community College Athletic Association Women's Golf State Championship on November 12. Stribling finished with scores of 74 on both days of the tournament, which was held in Morro Bay. It is the best finish for an IVC women's golfer since 2014.



**Building Security Enhancement Project Presentations**

The IVC Building Security Enhancement Project team began giving presentations on the topic in November. The presentation is available to departments on campus to discuss measures being taken to ensure safety and security in IVC's buildings. Any groups on campus who would like to learn more about the projects currently underway as well as those planned for the future are able to request the presentation through IVC's Assistant Director of Facilities for Capital Projects Anna Petrossian.