

Meeting of the Board of Trustees

December 14, 2020

CALL TO ORDER: 4:30 P.M.

In an effort to control the spread of COVID-19, this meeting will not be physically open to the public. All members of the public may participate in the meeting via Zoom Videoconference. Upon entry into the meeting; all computers and telephones except for the Board of Trustees shall be muted. The December 14, 2020 Board Meeting will be conducted telephonically.

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

In compliance with the Executive Order, Board Members, interested parties, and members of the public will be able to call or sign-in to the meeting at 4:30 p.m. on Monday, December 14, 2020.

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

Teleconferencing Location: via Zoom Videoconferencing at https://socccd.zoom.us/j/95031945578?pwd=ZTBGcjdLV3dlYVBjeE1CTWY5MWh6Zz09

Meeting ID: 950 3194 5578

Meeting Passcode: 865720

This agenda is available on the SOCCCD website at www.socccd.edu

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

- 1. Members of the Board of Trustees may participate remotely via Zoom Videoconferencing. If members choose to participate remotely, their locations will not be noticed nor will public access be available at their locations.
- 2. Members of the public may participate via Zoom Videoconferencing using the link above or by calling in to the meeting at (888) 788-0099 (Toll Free) or (877) 853-5247 (Toll Free) Meeting ID: 950 3194 5578, Passcode: 865720

3. Members of the public wishing to comment on an agenda item or another topic within the jurisdiction of the Board of Trustees will be given the opportunity to ask questions by submitting public comments via email to the Board of Trustees Liaison, Grace Garcia, at: ggarcia@soccd.edu. All public comments will be accepted via email. Submissions must be received by 3:30 p.m. on the day of the meeting. Please include in the subject line of the email: COMMENTS FOR THE MEETING OF DECEMBER 14, 2020. Please indicate if you are addressing a specific agenda item, or are making "Public Comment." Submissions will be read aloud at the meeting and must comply with the 2 minute time limit.

American with Disabilities Act (ADA)

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

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Roll Call – Establishment of Quorum

Trustee T.J. Prendergast, Board President

Trustee Tim Jemal, Vice President

Trustee James Wright, Clerk of the Board

Trustee Carolyn Inmon, Member

Trustee Barbara Jay, Member

Trustee Marcia Milchiker, Member

Trustee Terri Whitt Rydell, Member

Student Trustee Ethan Manafi

1.3 Public Comments

Members of the public may address the Board on items listed to be discussed in closed session. If you wish to address the board on a closed session item, please submit your request via email by 3:30 p.m. on the day of the board meeting. Speakers are limited to two minutes each.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.4 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b)(1))
- 1.5 Conference with Labor Negotiators (Government Code Section 54957.6)
 - A. Faculty Association (FA)
 Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor HR
 - B. Classified School Employees Association (CSEA)
 Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor HR
 - Police Officers Association (POA)
 Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor HR
- 1.6 Conference with Real Property Negotiators (Government Code Section 54956.8)
 - A. Exchange of Property

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

Lease of Property by District: Approximately 30.97 acres of real property located at 1610 Valencia Ave., 1693 Victory Road, and 1602 Victory Road Tustin, CA 92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Parties: The City of Tustin, Advantech, and 7Diamonds Clothing Co. Inc.

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

- 1.7 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Anticipated Litigation (Government Code Section 54956.9(d)(2))
 Significant exposure to litigation: 1 potential case
 1. Daelani Griffin, Claim #588705
 - B. Existing Litigation (Government Code Section 54956.9(d)(2)) 1 case

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Milchiker

2.3 Pledge of Allegiance

Led by Trustee Prendergast

2.4 Administration of Oath of Office to New and Re-Elected Trustees

To be administered by Trustee Prendergast

2.5 Presentation of Board of Trustees Service Pins

To be presented by Trustee Prendergast

2.6 Annual Organizational Meeting

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

2.7 Public Comments

Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please submit your request via email by 4 p.m. on the day of the board meeting. Speakers are limited to two minutes each.

3.0 REPORTS

- 3.1 Oral Reports: **Speakers are limited to two minutes each.**
 - A. Board Reports
 - B. Student Trustee
 - C. Associated Student Government Reports
 - D. Saddleback College Academic Senate
 - E. Irvine Valley College Academic Senate
 - F. Faculty Association
 - G. Irvine Valley College Classified Senate
 - H. Saddleback College Classified Senate
 - I. California School Employees Association
 - J. Police Officers Association
 - K. Board Request(s) for Reports

4.0 <u>DISCUSSION ITEMS</u>

4.1 Saddleback College Athletics and Irvine Valley College Athletics CCCAA Opt-In/Out Presentation

The Chancellor and College Presidents will discuss the data and factors

guiding recommendations for athletic competition in Spring 2021.

5.0 CONSENT CALENDAR ITEMS

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

- 5.1 **SOCCCD:** Board of Trustees Meeting Minutes
 Approve minutes of a Regular Meeting held on November 16, 2020.
- 5.2 Irvine Valley College: Curriculum Revisions for the 2021-2022 Academic Year

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2020-2021 academic year, pursuant to Title 5, Section 53200 et seq.

5.3 Saddleback College and Irvine Valley College: Revised 2021-2022 Instructional Material/Laboratory Fees

Approve revised instructional material and laboratory fees for 2021-2022.

5.4 Saddleback College, Irvine Valley College, and District Services: Speakers

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

- 5.5 Saddleback College: Online Addenda for Summer/Fall 2020 courses; New, Revised, and Deleted Curriculum for the 2021-22 Academic Year Approve the online addenda for the Summer and Fall 2020 terms and the proposed curriculum changes for the 2021-22 academic year at Saddleback College.
- 5.6 SOCCCD: ATEP and Irvine Valley College, Notices of Completion, Various Projects

Authorize filing the Notice of Completion for the Phase 1 Campus Site Signage project at ATEP to New Dynasty Construction Co., for a contract total of \$1,762,349.00 and for the Access Control & Security Systems and Hardware project #P197970 at Irvine Valley College to Blue Violet Networks, LLC, for a contract total of \$369,607.42. It is also recommended that the Board of Trustees authorize the release of retention 35 days after filing.

- 5.7 **SOCCCD:** Trustees' Requests for Attending Conferences Approve trustees' requests for attending conference(s).
- 5.8 SOCCCD: Authorize the Purchase of Amazon Web Services Virtual Private Cloud Services, DLT Solutions, LLC
 Approve California Multiple Award Schedule Contract No. 3-16-70-

1047B and all future approved supplements and/or amendments as awarded to DLT Solutions, LLC for the purchase of Amazon Web Services virtual private cloud services.

5.9 SOCCCD: Award of Professional Services Agreements for Work Orders for Marketing Consultant Services, Collier.Simon, Full Capacity Marketing, Inc., Interact Communications, Inc., Graduate Communications, Inc., and Glacier Communications, Inc.

Approve the Professional Services Agreements for Work Orders for marketing consultant services with Collier.Simon, Full Capacity Marketing, Inc., Interact Communications, Inc., Graduate Communications, Inc., and Glacier Communications, Inc., and authorize the Vice Chancellor of Business Services, or designee, to execute the Agreements.

5.10 SOCCCD: Authorization to Utilize Foundation for California Community Colleges (FCCC) Contract

Approve the use of the above identified FCCC contract to purchase video captioning services.

5.11 SOCCCD: Budget Amendment: Adopt Resolution No. 20-31 to Amend FY 2020-21 Adopted Budget

Adopt Resolution No. 20-31 to amend the FY 2020-21 Adopted Budget as listed.

5.12 SOCCCD: Transfer of Budget Appropriations: Adopt Resolution No. 20-32 to Approve FY 2020-21 Budget Transfers

Adopt Resolution No. 20-32 to approve the transfer of budget appropriations as listed.

- 5.13 **SOCCCD: October November 2020 Change Orders/Amendments** Ratify the change order and amendments as listed.
- 5.14 **SOCCCD: Purchase Orders and Checks**Ratify the purchase orders and checks as listed.
- 5.15 **SOCCCD: Contracts** Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: Saddleback College Advanced Technology and Applied Science (ATAS) Building Project, Geotechnical Investigation & Material Testing and Special Inspection Services Amendment No. 1, C.E.M. Lab Corporation

Approve Amendment No. 1 to the Saddleback College Advanced Technology and Applied Science Building, Geotechnical Investigation & Material Testing and Special Inspection Services agreement with C.E.M. Lab Corporation, to increase the contract amount by \$406,248, for a new agreement amount of

\$806,248, extend the contract duration from December 29, 2021 to June 30, 2022, and authorize the Vice Chancellor of Business Services, or designee, to execute the Amendment.

6.2 SOCCCD: District-wide Standards, Professional Services Agreement Amendment No. 1, Perkins Eastman Dougherty

Approve Amendment No. 1 to include scope related to the Saddleback College Beautification project with Perkins Eastman Dougherty, for the District-wide Standards project, in the amount of \$446,300, for a not to exceed amount of \$945,990, extend the contract duration from June 16, 2021 to December 16, 2022, approve the consultant's name change to Perkins Eastman Architects, DPC, and authorize the Vice Chancellor of Business Services, or designee, to execute the Amendment.

6.3 SOCCCD: Grant Agreement – Board of Governors, California Community Colleges Chancellor's Office - Building Stronger Mental Health Connections for Student Success

Approve the agreement from the Board of Governors, California Community Colleges Chancellor's Office, and accept the award for \$500,000 (\$250,000 for Irvine Valley College and \$250,000 for Saddleback College).

6.4 SOCCCD: Grant Agreement, US Department of Education – Developing Hispanic Serving Institutions (DHSI) Program – Title V

Approve the grant agreement from the US Department of Education for Developing Hispanic Serving Institutions Program – Title V, accept the award of \$3,000,000, and authorize the Vice Chancellor of Business Services, or designee, to execute the grant award agreement.

6.5 SOCCCD: BP-4101.1 Faculty Salary Classification Changes and Initial Classification Placement; BP-5030 Student Fees; BP-5608 Student Fee Refunds; BP-5613 Transcripts; BP-7140 Collective Bargaining; and BP-7165 Enrollment Fee Reimbursement for Eligible Employees

Approve the board policies as listed.

6.6 SOCCCD: District Initial Proposal to California School Employees Association (CSEA) Chapter 586

The Board will conduct a public hearing to provide an opportunity for the public to comment on the District's initial proposal to the SOCCCD California School Employees Association for the purpose of negotiations, pursuant to Government Code Section 3547 (c).

6.7 SOCCCD: Adoption of District Initial Proposal to California School Employees Association (CSEA) Chapter 586

Approve the District's initial proposal to the California School Employees Association for Articles 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15, 17, 18, 21, 22, and 23.

6.8 SOCCCD: Academic Employee and Classified Administrator Personnel

Actions – Regular Items

Ratify New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Additional Compensation: Restricted Funds, Workload Banking, Reorganization/Reclasification.

6.9 **SOCCCD: Classified Personnel Actions – Regular Items**

Ratify New Personnel Appoinments, Authorization to Establish and Announce Classified Positions, Authorization to Increase/Decrease Hours per Week and/or Months per Year for Classified Positions, Change of Status, Out of Class Assignments – For Positions that are Vacant During Recruitment for Permanent Appointments (Limited to 960 Hours per Fiscal Year), Out of Class Assignments- For Positions that are Temporarily Available Due to Leaves of Absence, etc., Resignation/Retirement/Conclusion of Employment.

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

7.0 REPORTS

7.1 **SOCCCD:** List of Board Requested Reports

Status of board requested reports from the South Orange County Community College District Board of Trustees.

7.2 SOCCCD: Staff Response to Public Comments from Previous Board Meeting

None

7.3 **SOCCCD: Facilities Plan Status Report**

Status report of current construction projects.

7.4 SOCCCD: CARES Act Funding Monthly Summary

Cumulative summary of the funds awarded and spent as of November 30, 2020 is provided

7.5 **SOCCCD: COVID-19 Response Block Grant Monthly Summary**

Cumulative summary of the funds awarded and spent as of November 30, 2020 is provided.

7.6 **SOCCCD: Monthly Financial Status Report**

The reports display the adopted budget, revised budget and transactions through November 30, 2020.

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

Report is for the period ending October 31, 2020.

8.0 WRITTEN REPORTS FROM ADMINISTRATION

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

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

9.0 ADDITIONAL ITEMS

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

ITEM: 2.6 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke

RE: SOCCCD: Annual Organizational Meeting

ACTION: Approval

BACKGROUND

The provisions of Education Code Sections 35143 and 72000 require the governing board of each school district and community college district to hold an annual organizational meeting within a prescribed 15-day period commencing with the first day of the term of office following the November election. Organizational meetings in years in which no such regular election for governing board members is conducted shall be held during the same 15-day period on the calendar. For 2020, this 15-day period is December 11, 2020 through December 25, 2020.

The Education Code further requires that, unless otherwise provided by rule of the governing board, the day and time of the annual organizational meeting shall be selected by the board at its regular meeting held immediately prior to the first day of the 15-day period, and to notify the county superintendent of schools of the time and day selected.

STATUS

The Annual Organizational Meeting of the South Orange County Community College District Board of Trustees will be held on December 14, 2020, 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.

Item Submitted By: Kathleen F. Burke, Chancellor



ANNUAL ORGANIZATIONAL MEETING OF THE BOARD OF TRUSTEES

DECEMBER 14, 2020

Primary Location:

RONALD REAGAN BOARD OF TRUSTEES ROOM, ROOM 145, HEALTH

SCIENCES/DISTRICT OFFICES BLDG.

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

Teleconferencing Location: via Zoom Videoconferencing 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

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.

APPOINTMENT OF SECRETARY AND ASSISTANT SECRETARY TO THE BOARD OF TRUSTEES

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

APPOINTMENT OF TRUSTEE REPRESENTATIVES FOR 2021

- 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

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

January 2021 through December 2021

TUESDAY, JANUARY 19

MONDAY, FEBRUARY 22

MONDAY, MARCH 29

MONDAY, APRIL 26

MONDAY, MAY 17

MONDAY, JUNE 28

MONDAY, JULY 26

MONDAY, AUGUST 23

MONDAY, SEPTEMBER 27

MONDAY, OCTOBER 25

MONDAY, NOVEMBER 15

MONDAY, DECEMBER 13 (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
Open Session reconvened
Adjournment

5:00 p.m.

6:30 p.m.

9:00 p.m.

2021 BOARD AGENDA PLANNING CALENDAR

PROPOSED BOARD MEETING DATES	ITEMS FOR CONSIDERATION						
Presented throughout the year as needed	Academic Senate Curriculum Review (shared item)						
Special Meeting in January	Board of Trustee's Self-Evaluation						
Tuesday, January 19	CCCT Nomination Probationary Faculty Evaluations (closed session) Sabbatical Leave Recommendations						
Monday, February 22	Budget calendar and priorities (approval) Community Education Programs, Summer Sessions (shared item) IVC and SC Foundation Financial Reports (Information/shared presentation) Good Standing List for Auxiliary Organizations (approval) Nonresident Tuition Fees (approval) Probationary Faculty Contract Review/Renewal						
Monday, March 29	Academic Calendar (review and study) CCCT Election						
Monday, April 26	Academic Calendar (approval) Basic Aid Allocation Recommendation (presentation) Adoption of Tentative IVC and SC Student Government Budgets (shared presentation) Resolution for Classified Employees Week Resolutions for Professors of the Year (from both colleges) 2020-21 Child Development Center Fees						
Monday, May 17	Adoption of EEO Plan Resolutions for Outstanding Classified Employee Service Awards Records Destruction						
Monday, June 28	Adoption of Tentative District Budget (presentation) Community Education Programs, Fall Semester (shared item) Five-Year Construction Plan (approval)						
Special Meeting in Spring or Summer	ATEP Update (presentation)						
Monday, July 26	Chancellor Evaluation (closed session)						
Monday, August 23	Adoption of Final District Budget (presentation) Adoption of Final IVC and SC Student Government Budgets (shared presentation)						
Monday, September 27	Adoption of CCFS-311 Report, including Gann Limit Annual Trustee Compensation and Travel						
Monday, October 25	2021-2022 Full-Time Faculty Position Request List Chancellor and Presidents Present Evaluations of Academic Administrators (closed session) Stae and Legislative Priorities for 2022 (presentation)						

Exhibit E

	Integrated Plan for SEP/SSSP/BSI (shared item)
Monday, November 15	Acceptance of District and Foundations Audit Report (presentation) Community Education Programs, Spring Semester (shared item) Consideration of Administrators' Contract Renewal District-wide Strategic Plan Annual Progress Report (Information/shared item)
Monday, December 13	Board of Trustees Organizational Meeting Instructional and Student Material/Lab Fees, Summer, Fall and Spring Semesters (shared item)



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. Student Trustee
 - C. Associated Student Government Reports
 - D. Irvine Valley College Academic Senate
 - E. Saddleback College Academic Senate
 - F. Faculty Association
 - G. Irvine Valley College Classified Senate
 - H. California School Employees Association
 - I. Saddleback College Classified Senate
 - J. Police Officers' Association
 - K. Board Request(s) 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 <u>Academic Personnel Actions</u>
- 6.2 Classified Personnel Actions
- 6.3 Other Action Items

7.0 <u>REPORTS</u>

- 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. Chancellor's Report
- B. Irvine Valley College President
- C. Saddleback College President

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.

DATE: 12/14/20

ITEM: 4.1

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Athletics and Irvine Valley College

Athletics CCCAA Opt-In/Out

ACTION: Discussion

BACKGROUND

In March 2020, the CCCAA Board established a CCCAA COVID-19 Work Group as a recommending body to manage the ongoing variables and impacts the pandemic has had on CCCAA Sports. In July of 2020, the CCCAA Board approved and implemented the work groups "Contingency Plan". The plan moved all fall sports to the spring semester and created two segments, Spring I and Spring II, with a 30% reduction in contests.

On November 6, 2020, the CCCAA Board held a public meeting in which they voted to keep the Contingency Plan as previously approved and requested that each college submit an Opt-in/Opt-out Form for Spring I and Spring II competition. The deadline to submit the Opt-in/Opt-out from for Spring I sports is December 18, 2020, and the deadline for Spring II sports is February 26, 2021. Under the CCCAA schedule, practice and competition for Spring I would begin on January 18, 2021.

The presentation reviews Saddleback College and Irvine Valley College's recommendation for athletic competition in Spring 2021 based on the current COVID-19 data and trajectory.

<u>STATUS</u>

SOCCCD Chancellor, Kathleen Burke; Saddleback College President, Elliot Stern; and President of Irvine Valley College, John Hernandez will provide an update on the District's and colleges' recommendation for athletic competition in Spring 2021.

Item Submitted By: Dr. Kathleen Burke, Chancellor

Dr. Elliot Stern, President, Saddleback College

Dr. John Hernandez, President, Irvine Valley College

SOCCCD Spring Semester Athletics Planning

Dr. Kathleen Burke, Chancellor of SOCCCD

Dr. John Hernandez, President of Irvine Valley College

Dr. Elliot Stern, President of Saddleback College



South Orange County Community College District

Saddleback College • Irvine Valley College • ATEP



Recap: Guiding Principles for Covid Planning

- Health & safety of students and employees
- Health and safety of students' and employees' contacts (and, thus, our community)
- Continuity of learning with integrity
- Equity (for all students and programs)
- Support of our regional economy and



- Practice/Competition vs.
 - Conditioning/Training
- Spring I vs. Spring II
- Start dates for practice/competition firm (Jan 18 for Spring I)





				Conference					
CEO				Dean/AD					
Please note your ins than Friday, Decem			on to opt-in o	or opt-out of CCCAA S	pring I A	thletics	no later		
				or opt-out of CCCAA S ady to make your dec					
	Spring I				Spring II				
Season - Ja			17	Season - N			23		
	Opt-	_	Do Not		Opt-	Opt-	Do Not		
	In	Out	Sponsor		In	Out	Sponsor		
M Basketball				Badminton					
W Basketball				Baseball					
M Cross Country				Beach Volleyball					
W Cross Country				M Golf					
Football				Softball					
W Golf				M Swim & Dive					
M Soccer				W Swim & Dive					
W Soccer				M Tennis					
W Volleyball				W Tennis					
M Water Polo				M Track & Field					
W Water Polo				W Track & Field					
Wrestling				M Volleyball					
Wrestling	_	e, we w	ill notify the		nd our C	onferen	ce		
CEO Signature				Date					



Covid Risk Update

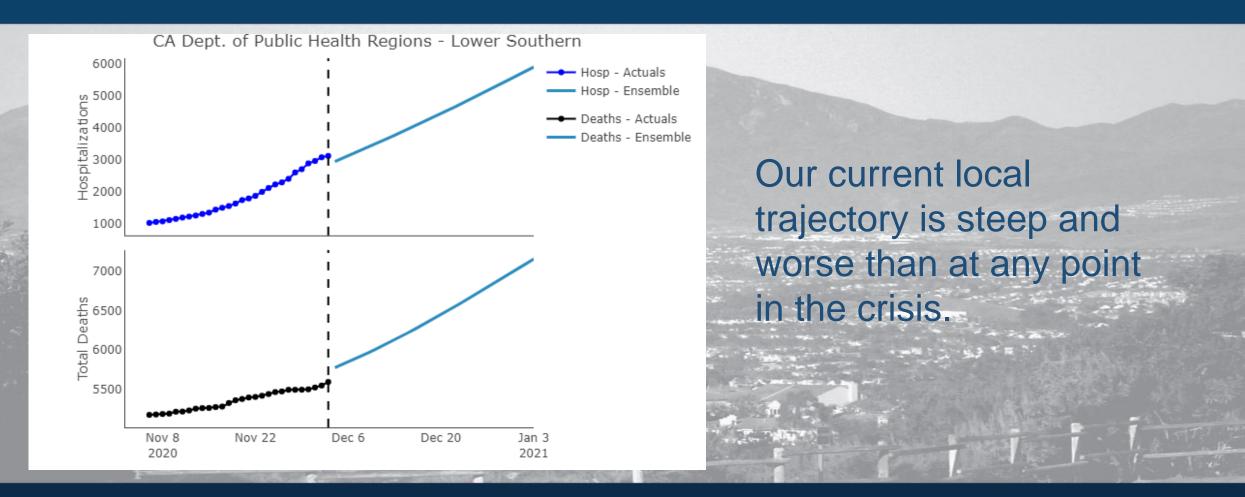


Wednesday, December 2, 2020

"...December and January and February are going to be rough times. I actually believe they're going to be the most difficult in the public health history of this nation..."

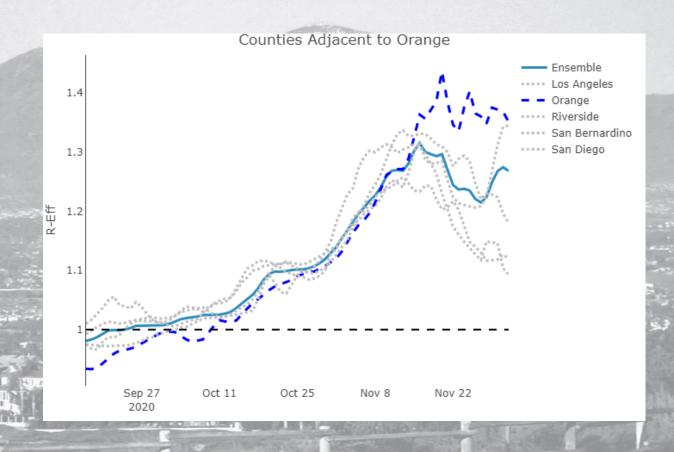
Dr. Robert Redfield, Director CDC

Covid Risk Update: Projections from Modeling

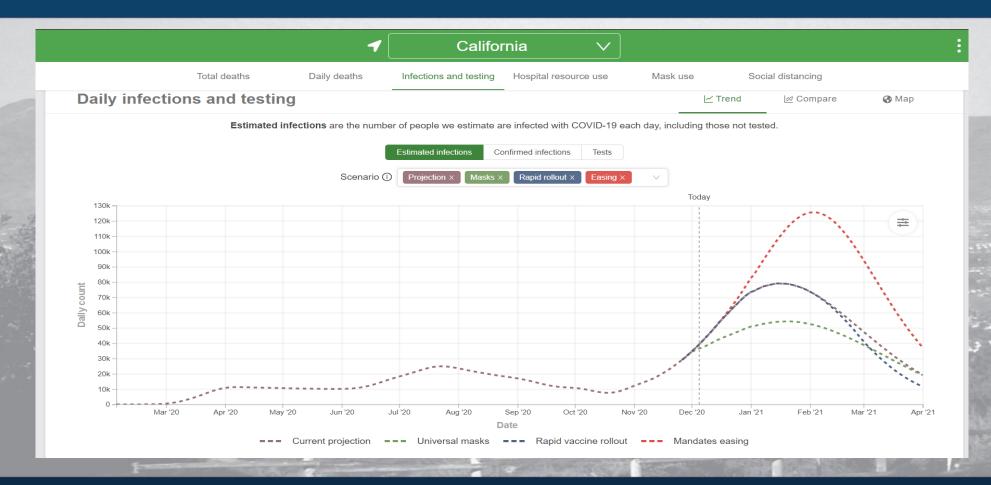


Covid Risk Update: Orange County as Hotspot

The rate of spread in Orange County is among the highest in the region, including LA County, despite LA County being called a "hotspot" nationally.



Covid Risk Update: Risk During Proposed Spring I Season Worst of Entire Pandemic



We will be in this latest, very dangerous wave throughout winter, even with aggressive interventions.

Projected Cost of Required Testing—Spring I & II

		All Spring Sports Minimum	All Spring Sports— Maximum
	IVC	\$127,833*	\$332,999*
E. S. C. S.	Saddleback	\$280,015*	\$488,025*

^{*} Excludes personnel costs associated with testing, tracking and reporting

Spring I: Opt-in only for Women's Golf

 Golf is outdoors and easily allows physical distancing and mask wearing Please note your institution's decision to opt-in or opt-out of CCCAA Spring I Athletics no later than Friday, December 18, 2020.

Please note your institution's decision to opt-in or opt-out of **CCCAA Spring II Athletics no later than Friday, February 26, 2021.** If you're not ready to make your decision, leave Spring II blank.

Spring I					Spring II				
Season - January 18 – April 17					Season - March 27 – June 23				
	Opt-	Opt-	Do Not			Opt-	Opt-	Do Not	
	In	Out	Sponsor			In	Out	Sponsor	
M Basketball	0	0	0		Badminton	0		0	
W Basketball	0	0	0		Baseball	0		0	
M Cross Country	0	0	0		Beach Volleyball	0	0	0	
W Cross Country	0	0	0		M Golf	0	0	0	
Football	0	0	0		Softball	0	0	0	
W Golf	0	0	0		M Swim & Dive	0	0	0	
M Soccer	0	0	0		W Swim & Dive	0	0	0	
W Soccer	0	0	0		M Tennis	0	0	0	
W Volleyball	0	0	0		W Tennis	0	0	0	
M Water Polo	0	0	0		M Track & Field	0	0	0	
W Water Polo	0	0	0		W Track & Field	0	0	0	
Wrestling	0	0	0		M Volleyball	0	0	0	

Spring I: Opt-in only for Women's Golf

- Conditions will be extremely unsafe during January and February
- Most Spring I sports are high risk

Please note your institution's decision to opt-in or opt-out of CCCAA Spring I Athletics no later than Friday, December 18, 2020.

Please note your institution's decision to opt-in or opt-out of **CCCAA Spring II Athletics no later than Friday, February 26, 2021.** If you're not ready to make your decision, leave Spring II blank.

Spring I					Spring II				
Season - January 18 – April 17					Season - March 27 – June 23				
	Opt-	Opt-	Opt- Do Not			Opt-	Opt-	Do Not	
	In	Out	Sponsor			In	Out	Sponsor	
M Basketball	0	0	0		Badminton	0	0	0	
W Basketball	0	0	0		Baseball	0		0	
M Cross Country	0	0	0		Beach Volleyball	0	0	0	
W Cross Country	0	0	0		M Golf	0	0	0	
Football	0	0	0		Softball	0	0	0	
W Golf		0	0		M Swim & Dive	0	0	0	
M Soccer	0	0	0		W Swim & Dive	0	0	0	
W Soccer	0	0	0		M Tennis	0	0	0	
W Volleyball	0	0	0		W Tennis	0	0	0	
M Water Polo	0	0	0		M Track & Field	0	0	0	
W Water Polo	0	0	0		W Track & Field	0	0	0	
Wrestling	0	0	0		M Volleyball	0	0	0	

Spring II: No decision on Spring II athletics at this time (decision due Feb 26 for March 27 start)

- Conditions may be safer by March 27
- Most Spring II sports are lower risk

Please note your institution's decision to opt-in or opt-out of CCCAA Spring I Athletics no later than Friday, December 18, 2020.

Please note your institution's decision to opt-in or opt-out of **CCCAA Spring II Athletics no later than Friday, February 26, 2021.** If you're not ready to make your decision, leave Spring II blank.

Spring I					Spring II				
Season - January 18 – April 17					Season - March 27 – June 23				
	Opt-	Opt-	Do Not			Opt-	Opt-	Do Not	
	In	Out	Sponsor			In	Out	Sponsor	
M Basketball	0	0	0		Badminton	0		0	
W Basketball	0	0	0		Baseball	0		0	
M Cross Country	0	0	0		Beach Volleyball	0	0	0	
W Cross Country	0	0	0		M Golf	0	0	0	
Football	0	0	0		Softball	0	0	0	
W Golf	0	0	0		M Swim & Dive	0	0	0	
M Soccer	0	0	0		W Swim & Dive	0	0	0	
W Soccer	0	0	0		M Tennis	0	0	0	
W Volleyball	0	0	0		W Tennis	0	0	0	
M Water Polo	0	0	0		M Track & Field	0	0	0	
W Water Polo	0	0	0		W Track & Field	0	0	0	
Wrestling	0	0	0		M Volleyball	0	0	0	











DATE: 12/20/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

November 16, 2020 Regular Meeting of the Board of Trustees (Exhibit A) are submitted to the Board for review and approval.

Item Submitted By: Kathleen F. Burke, Chancellor

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 16, 2020

PRESENT

Members of the Board of Trustees:

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

Administrative Officers:

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

CALL TO ORDER: 5:00 P.M.

In an effort to control the spread of COVID-19, this meeting will not be physically open to the public. All members of the public may participate in the meeting via Zoom Videoconference. Upon entry into the meeting; all computers and telephones except for the Board of Trustees shall be muted. The November 16, 2020 Board Meeting will be conducted telephonically.

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

In compliance with the Executive Order, Board Members, interested parties, and members of the public will be able to call or sign-in to the meeting at 5 p.m. on Monday, November 16, 2020.

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

Teleconferencing Location: via Zoom Videoconferencing at https://socccd.zoom.us/j/94214417457?pwd=UTRaSzduS0RoVTJubDRJK0toVS9Mdz0

Meeting ID: 942 1441 7457

Meeting Passcode: 742233

This agenda is available on the SOCCCD website at www.socccd.edu

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

- 1. Members of the Board of Trustees may participate remotely via Zoom Videoconferencing. If members choose to participate remotely, their locations will not be noticed nor will public access be available at their locations.
- 2. Members of the public may participate via Zoom Videoconferencing using the link above or by calling in to the meeting at (888) 788-0099 (Toll Free) or (877) 853-5247 (Toll Free) Meeting ID: 942 1441 7457, Passcode: 742233
- 3. Members of the public wishing to comment on an agenda item or another topic within the jurisdiction of the Board of Trustees will be given the opportunity to ask questions by submitting public comments via email to the Board of Trustees Liaison, Grace Garcia, at: ggarcia@socccd.edu. All public comments will be accepted via email. Submissions must be received prior to the posted start time of the meeting. Please include in the subject line of the email: COMMENTS FOR THE MEETING OF NOVEMBER 16, 2020. Please indicate if you are addressing a specific agenda item, or are making "Public Comment." Submissions will be read aloud at the meeting and must comply with the 2 minute time limit.

American with Disabilities Act (ADA)

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

1.0 PROCEDURAL MATTERS

- 1.1 Call to Order
- 1.2 Roll Call Establishment of Quorum

Trustee T.J. Prendergast, Board President

Trustee Tim Jemal, Vice President

Trustee James Wright, Clerk of the Board

Trustee Barbara Jay, Member

Trustee David Lang, Member

Trustee Marcia Milchiker, Member

Trustee Terri Whitt Rydell, Member

Student Trustee Ethan Manafi

1.3 Public Comments

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

There were no public comments.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.4 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957 and 594954.5)
 - A. Public Employee Performance Evaluation (Government Code Section 54957)

Title: Chancellor

- B. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b)(1))
- **1.5** Conference with Labor Negotiators (Government Code Section 54957.6)
 - A. Faculty Association (FA)

Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor - HR

B. Classified School Employees Association (CSEA)

Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor - HR

C. Police Officers Association (POA)

 $\label{eq:local_problem} \textbf{Agency Designated Negotiator: Dr. Cindy Vyskocil, Vice Chancellor-HR}$

- 1.6 Conference with Real Property Negotiators (Government Code Section 54956.8)
 - A. Exchange of Property

Agency Designated Negotiators: South Orange County Community College District - Ann-Marie Gabel, CPA, Vice Chancellor, Business

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

Lease of Property by District: Approximately 30.97 acres of real property located at 1610 Valencia Ave., 1693 Victory Road, and 1602 Victory Road Tustin, CA

92782 (Property) also known as the Advanced Technology & Education Park (ATEP site)

Negotiating Parties: The Goddard School, Advantech Corporation, City of Tustin, and 7Diamonds Clothing Co. Inc.

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

- 1.7 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Anticipated Litigation (Government Code Section 54956.9(d)(3)) Significant exposure to litigation: 1 potential case
 - B. Existing Litigation (Government Code Section 54956.9(d)(2)) 1 case

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

Due to time constraints, the board was unable to report actions taken in closed session. The board took action after adjourning from the regular meeting and reconvening from the continuation of closed session.

On a 7 to 0 vote, the board approved non-renewal of educational administrator employment contract and reclassification to classified administrator, effective July 1, 2021.

On a 7-0 vote, the board approved the non-renewal of a classified administrator employment contract and resignation of employment, effective July 1, 2021.

- 2.2 Invocation Led by Trustee Tim Jemal
- 2.3 Pledge of Allegiance Led by Trustee David Lang

2.4 Public Comments

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

There were 23 public comments regarding the Gaucho mascot.

3.0 REPORTS

- 3.1 Oral Reports: Speakers are limited to two minutes each.
 - A. Board Reports
 - B. Student Trustee
 - C. Associated Student Government Reports
 - D. Irvine Valley College Academic Senate
 - E. Saddleback College Academic Senate
 - F. Faculty Association
 - G. Irvine Valley College Classified Senate
 - H. Saddleback College Classified Senate
 - I. California School Employees Association
 - J. Police Officers Association
 - K. Board Request(s) for Reports

4.0 <u>DISCUSSION ITEMS</u>

4.1 None

Trustee Wright requested to remove item 5.2 from the agenda for separate discussion and action.

On a motion made by Trustee Jemal and seconded by Trustee Milchiker, the balance of the consent calendar was approved on a unanimous roll-call vote.

5.0 CONSENT CALENDAR ITEMS

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

5.1 SOCCCD: Board of Trustees Meeting Minutes
Approve minutes of a Regular Meeting held on October 19, 2020 and a
Special Board Meeting held on October 20, 2020.

Item 5.1

Exhibits A-B

5.2 SOCCCD: Resolution

A resolution recognizing and honoring Trustee David Lang's service to the District since 1996.

On a motion made by Trustee Jemal and seconded by Trustee Wright, this item was approved on a 6-0 roll-call vote, with Trustee Lang abstaining.

<u>Item 5.2</u> Exhibit A

5.3 Saddleback College: New and Revised Curriculum for the 2021-22 Academic Years

Approve the proposed curriculum changes for the 2021-22 academic year at Saddleback College .

Item 5.3 Exhibits A-D

At 8:46 p.m., Trustee Jemal motioned and Trustee Milchiker seconded to extend the meeting to 9:30 p.m. with a 10 minute break. The time extension was approved on a unanimous roll-call vote.

5.4 SOCCCD: (Saddleback College) Approval of Capistrano Unified School District (CUSD), College and Career Access Pathway (CCAP), Spring 2021 Addendum

Approve the Appendix to the Dual Enrollment, SOCCCD (Saddleback College) and CUSD College & Career Access Pathways Partnership to include Spring 2021 courses and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

Item 5.4 Exhibit A

5.5 SOCCCD (Saddleback College) Approval of Saddleback Valley Unified School District (SVUSD), College and Career Access Pathway (CCAP), Spring 2021 Addendum

Approve the Appendix to the Dual Enrollment, SOCCCD (Saddleback College) and SVUSD College & Career Access Pathways Partnership to include Spring 2021 courses and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

Item 5.5 Exhibit A

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

Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2020-2021 academic year, pursuant to Title 5, Section 53200 et seq.

Item 5.6 Exhibit A

5.7 SOCCCD, Saddleback College, and Irvine Valley College: Vision and Mission Statements

Approve District and College Vision and Mission Statements.

Item 5.7 Exhibits A-C

5.8 Saddleback College and Irvine Valley College: Spring 2021 Community Education Programs

Approve Community Education courses, presenters, and compensation for Spring 2021. Note: IVC does not have any Community Education offerings for Spring 2021.

Item 5.8 Exhibit A

5.9 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 5.9 Exhibit A

5.10 SOCCCD: Irvine Valley College, Notice of Completion, Thomco Construction, Inc.

Authorize filing the Notice of Completion for the B100 Exterior Improvements project at Irvine Valley College to Thomco Construction, Inc., for a contract total of \$749,058.79. It is also recommended that the Board of Trustees authorize the release of retention 35 days after filing.

Item 5.10 Exhibit A

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

Item 5.11 Exhibits A-B

5.12 SOCCCD: Adopt Resolution No. 20-26, Conflict of Interest – Updated Biennial Code Review and Amendment

Adopt Resolution No. 20-26 and approve the revised Conflict of Interest Code, subject to the review and approval by the Orange County Board of Supervisors.

Item 5.12

Exhibit A

5.13 SOCCCD: District Warehouse Canopy Project, Award of Bid No. 393D, Asia General Contractors, Inc.

Approve awarding of Bid No. 393D, District Warehouse Canopy project, and approve the agreement with Asia General Contractors, Inc. in the amount of \$261,200 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

Item 5.13 Exhibits A-B

5.14 SOCCCD: Amendment No. 1 to Agreement for District Hazardous Waste Removal Services for Saddleback College, Irvine Valley College and Advanced Technology & Education Park (ATEP), North State Environmental, Inc.

Approve Amendment No. 1 to the North State Environmental, Inc. agreement for District-wide Hazardous Waste Removal Services in the amount of \$300,000 and authorize the Vice Chancellor of Business Services, or designee, to execute the Amendment.

Item 5.14 Exhibit A

5.15 SOCCCD: Declare Miscellaneous Furniture and Equipment as Surplus Approve the sale, donation and/or disposal of surplus property and authorize the Executive Director of Procurement, Central Services and Risk Management to hire a private auction firm to conduct the auction for sale of surplus property and/or recycle, or dispose of items.

Item 5.15 Exhibit A

5.16 SOCCCD: Transfer of Budget Appropriations: Adopt Resolution No. 20-27 to Approve FY 2020-21 Budget Transfers
Adopt Resolution No. 20-27 to approve the transfer of budget appropriations as listed.

Item 5.16 Exhibit A

5.17 SOCCCD: Budget Amendment: Adopt Resolution No. 20-28 to Amend FY 2020-21 Adopted Budget Adopt Resolution No. 20-28 to amend the FY 2020-21 Adopted Budget as listed.

Item 5.17 Exhibit A

5.18 SOCCCD: September – October 2020 Change Orders/Amendments Ratify the change order and amendments as listed.

Item 5.18 Exhibits A-G

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

Item 5.19 Exhibits A-C

5.20 SOCCCD: Contracts
Ratify contracts as listed.

Item 5.20 Exhibits A-C

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: Saddleback College Parking Lots Resurfacing Project, Award of Bid No. 2101, J B Bostick Company, Inc.

Approve awarding Bid No. 2101, Saddleback College Parking Lots Resurfacing project and approve the agreement with J B Bostick Company, Inc., in the amount of \$974,860 and authorize the Vice Chancellor of Business Services, or designee, to execute the agreement.

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

Item 6.1 Exhibits A-B

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

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

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

Item 6.2 Exhibits A-B

6.3 SOCCCD: BP-4101.1 Faculty Salary Classification Changes and Initial Classification Placement; BP-5030 Student Fees; BP-5608 Student Fee Refunds; BP-5613 Transcripts; BP-7140 Collective Bargaining; and BP-7165 Enrollment Fee Reimbursement for Eligible Employees

Accept for review and study the board policies as listed. On a motion made by Trustee Lang and seconded by Trustee Wright, this item was accepted for review and study on a unanimous roll-call vote.

Item 6.3 Exhibits A-F

6.4 Board Policy Revision: BP-2350 Public Speakers at Board Meetings; BP-3200 Accreditation; BP-3250 Institutional Planning; BP-4235 Credit for Prior Learning; BP-5210 Communicable Diseases—Students; BP-5618 Credit by Examination—Specific Course Credit; BP-5619 Advanced Placement Examination Program; BP-5620 College Level Examination Program (CLEP); BP-7110 Authorization for Employment; and BP-7160 Professional Development and Growth Approve board policies as listed.

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

Item 6.4 Exhibits A-J

6.5 SOCCCD: Academic Employee and Classified Administrator Personnel Actions – Regular Items
Ratify New Personnel Appointments, Authorization to Establish and Announce Positions, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Additional Compensation: Restricted Funds, Administrator Contract Extensions, Resignation/Retirement/Conclusion of Employment.

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

Item 6.5 Exhibits A-B

6.6 SOCCCD: Classified Personnel Actions – Regular Items
Ratify New Personnel Appointments, Authorization To Establish And
Announce Classified Positions, Reorganization/Reclassification,
Authorization To Increase/Decrease Hours Per Week And/Or Months Per
Year For Classified Positions, Change Of Status, Out Of Class
Assignments – For Positions That Are Vacant During Recruitment For
Permanent Appointments (Limited To 960 Hours Per Fiscal Year),
Resignation/Retirement/Conclusion Of Employment.

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

Item 6.6 Exhibit A

6.7 SOCCCD: Non-Bargaining Unit Personnel Action – Regular Items Ratify New Personnel Appointments, Authorization To Revise The Classified Temporary Non-Bargaining Unit Salary Schedules.

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

Item 6.7 Exhibits A-B

6.8 SOCCCD: District Initial Proposal to California School Employees Association (CSEA) Chapter 586
Accept for review and study the SOCCCD District's initial proposal to CSEA for the purpose of negotiations.

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

Item 6.8 Exhibit A

7.0 REPORTS

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

Item 7.1

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

Item 7.2 Exhibit A

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

Item 7.3 Exhibit A

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

Item 7.4 Exhibit A

7.5 SOCCCD: Retiree (OPEB) Trust Fund. Report for period ending September 30, 2020.

Item 7.5 Exhibit A

7.6 SOCCCD: Monthly Financial Status Report
The reports display the adopted budget, revised budget and transactions through October 31, 2020.

Item 7.6 Exhibit A

7.7 SOCCCD: Quarterly Investment Report Report for period September 30, 2020.

Item 7.7

7.8 SOCCCD: Pension Stabilization Trust Fund Report for period ending September 30, 2020.

Item 7.8 Exhibit A

8.0 WRITTEN REPORTS FROM ADMINISTRATION

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

Item 8.0

A. Chancellor

Chancellor's Written Report

B. Irvine Valley College President

<u>Irvine Valley College Written Report</u>

C. Saddleback College President

Saddleback College Written Report

9.0 ADDITIONAL ITEMS

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

The regular meeting was adjourned at 9:29 p.m. in memory of retired IVC math professor, Masato Hayashi, former Saddleback College football and golf coach, Bill Cunerty and Saddleback College volunteer, Mikey Stuetz.

The board convened back to closed session for the continuation of the meeting.

At 10:06 p.m., the board reconvened in open session to report the actions taken in closed session.

Kathleen F. Burke Secretary, Board of Trustees

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 12/14/20

ITEM: 5.2

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

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

Year

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED COURSES ACADEMIC YEAR 2021-2022

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
Irng 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 2021-2022

School	Catalog Id	Course Id	Abbreviated Course Title	Action Taken
Arts	14847.00		Perspective Drawing	crs id from ART 183 to ART 83
	11013.00	ARTH 5	Introduction to Art Media	dc
	14151.00	ARTH 110	Introduction to Museums	dc
		ARTH 115	Collections Management	dc
		ARTH 120	Curatorial Practice	dc
		ARTH 125	Visitor Services and Museum Education	dc
	_	ARTH 127	Handling	dc
		ARTH 130	Museum Technologies	dc
		ARTH 135	Art Handling and Preparator studies	dc
		ARTH 140	Museum Publicity and Marketing	dc
		ARTH 140		dc
			Museum Fundraising and Development	
	10315.10	ARTH 50	History of Graphic Design	dc
			Cooperative Work Experience: Applied Museum	
		ARTH 168	Studies	dc
	14879.00	DNCE 8	Intermediate Ballet III	nc
	4745.00		The Basics of Music	cat desc, Irng obj, tps, assign, moe, SLOs, txt
	14311.00		Costume Sewing	prereq, assign, moe, SLOs
	14310.00	TA 72	Costume Sewing and Production	prereq, moe, SLOs
	14387.00	TA 73	Costume Sewing, Production, and Wardrobe	prereq, moe, SLOs
	6525.00	TA 74	Scene Shop Basics	prereq, moe, SLOs
	6525.20		Scenic Production Practicum	prereq, moe, SLOs
	6525.10		Scenic Production and Performance Practicum	prereq, moe, SLOs
	14385.00		Cooperative Work Experience: Live Entertainment	sch desc, units, hrs, rpt, Irng obj, tps, moe,
ним	6583.00		Introduction to Creative Writing	prereq, tps, assign, moe, SLOs
KAH	14750.00		Introduction to Sports Management	crs id from KNES 1 to KNES 101
LLR	14767.00		Beginning Adult ESL Level 1	SLOs
LLIN	14768.00		Beginning Adult ESL Level 2	SLOs
	14769.00		Intermediate Adult ESL Level 3	SLOs
		AESL 503	Intermediate Adult ESL Level 4	SLOs
	14770.00		Advanced Adult ESL Level 5	SLOs
	14771.00	AE3L 303	Advanced Addit ESL Level 5	SLOS
	400= 00			
	4095.00	JA 1	Beginning Japanese I	cat desc, sch desc, Irng obj, tps, moe, SLOs
				cat desc, sch desc, Irng obj, tps, assign, moe,
	4095.15	JA 1H	Beginning Japanese I Honors	SLOs
				cat desc, sch desc, prereq, Irng obj, tps,
	4110.00	JA 2	Beginning Japanese II	assign, moe, SLOs
				cat desc, sch desc, prereq, Irng obj, tps,
	4110.20	JA 2H	Beginning Japanese II Honors	assign, moe, SLOs
				cat desc, sch desc, prereq, Irng obj, assign,
	10547	JA 10	Intermediate Conversational Japanese	moe, SLOs, txt
				cat desc, sch desc, rec prep, Irng obj, tps,
	4115.00	JA 21	Introduction to Japanese Culture	assign, moe, SLOs
	6140.00		Beginning Spanish I	cat desc, sch desc, assign, moe, SLOs
		SPAN 1H	Beginning Spanish I Honors	cat desc, sch desc, assign, moe, SLOs
			5 0-p	cat desc, sch desc, prereq, val, Irng obj,
	6160.00	SPAN 3	Intermediate Spanish I	assign, moe, SLOs
	0100.00	2171113	The mediate Spanish	cat desc, sch desc, prereq, val, tps, assign,
	6165.00	SDAN A	Intermediate Spanish II	moe, SLOs
	6165.00	SPAN 4	Intermediate Spanish II	
	6170 65	CDAN 10		cat desc, sch desc, prereq, val, lrng obj,
		SPAN 10	Intermediate Conversational Spanish	assign, moe, SLOs
PST		GEOL 169	Geology Field Studies- Zion National Park, Utah	crs id from GEOL 169 to GEOL 69
SBS		ECON 105	Personal Financial Planning	crs id from ECON 105 to ECON 5
	5870.00		Introduction to Psychology	SLOs
	5870.05	PSYC 1H	Introduction to Psychology Honors	SLOs

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 12/14/20

ITEM: 5.3

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College and Irvine Valley College Revised 2021-

2022 Instructional Material/Laboratory Fees

ACTION: Approval

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 and Irvine Valley College to augment and revise instructional material and laboratory fees for 2021-2022. The proposed revised fees for Saddleback College for 2021-2022 are presented in Exhibit A, and the proposed revised fees for Irvine Valley College for 2021-2022 are presented in Exhibit B.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve revised instructional material and laboratory fees for Saddleback College and Irvine Valley College for 2021-2022, as presented in Exhibits A and B.

Saddleback College 2021-22 Revised Laboratory Fees

Course ID	Cat ID	Title		Fee	Fee	Purpose
Advanced Te	echnology an	nd Applied Sciences				
ID 134	429815.00	ADV CAD FOR INT DES	\$	15.00	\$ -	Remove Fee
Francisco de al Leo						
Extended Lea		DEC JEW DV MET EAD EL	_	40.00	¢0.00	D: 1 .: C:1 1
EART 532	970600.10	BEG JEWLRY MET FAB-EI	\$	10.00	\$8.00	Price reduction: Silver and copper wire sheets, solder
EART 533	970605.60	INT JEWLRY MET FAB-EI	\$	10.00	\$8.00	Price Reducation: Copper, read brass, wire
EPHO 500	971035.20	BEG SLIDE SHOW PRE-EI	\$	10.00	\$ -	Remove Fee
EPHO 501	433691.10	DIGITAL SHOW INTER-EI	\$	10.00	\$ -	Remove Fee
EPHO 502	971037.20	BEG DIGITAL PHOTO-EI	\$	10.00	\$ -	Remove Fee
EPHO 504	971043.10	BEG COLOR PRINTING-EI	\$	10.00	\$ -	Remove Fee
Fine Arts and	d Media Tech	nology				
ART 150		ARCH CERAMICS I	\$	-	\$30.00	Clay, Raw Glaze
Health Scien	nces and Hun	nan Services				
CWE 180	992512	CWE, NEW RN INTERN	\$	60.00	\$ -	Remove Fee
HSC 222NC	130004.00	CPR-HEALTHCARE PRVDRS	\$	5.00	\$2.00	Price reducution of AHA BLS Provider Card
HSC 223NC	130005.00	CPR-HLTHCARE RENEWAL	\$	5.00	\$2.00	Price reducution of AHA BLS Provider Card
HSC 226	386425.00	ADV CARD LIFE SUPPORT	\$	5.00	\$14.00	Resuable masks, price increase of ACLS Provider Card
HSC 227	430827.00	PALS	\$	5.00	\$14.00	Resuable masks, price increase of ACLS Provider Card
MA 213B	530035.00	ASEPSIS AND SURG PROC	\$	25.00	\$ -	Remove Fee
N 245	644053.00	IV THERAPY TECH NSG	\$	125.00	\$ -	Remove Fee
PHLB 240	386560.00	PHLEBOTOMY		10.00	\$ -	Remove Fee

Kinesiology and Athletics

NO CHANGE

Liberal Arts NO CHANGE

Math, Science and Engineering NO CHANGE

Social and Behavioral Sciences

NO CHANGE

South Orange County Community College District

IRVINE VALLEY COLLEGE 2021/2022 Revised Instructional Material Fees

			Current	Propos	ed
Course	Cat. I.D.	Title	Fee	Fee	Purpose
THE ARTS					
ART 50	905.05	Beginning Oil Painting	\$25.00	\$ 0.00	Eliminate fee
ART 85	765.05	Life Drawing I	\$30.00	\$ 0.00	Eliminate fee
ART 82	760.15	Advanced Drawing	\$15.00	\$ 0.00	Eliminate fee
ART 86	765.10	Advanced Life Drawing	\$30.00	\$ 0.00	Eliminate fee
DMA 51	9169.30	Beginning Digital Photography	\$30.00	\$ 0.00	Eliminate fee
DMA 52	9169.35	Intermediate Digital Photography	\$10.00	\$ 0.00	Eliminate fee
PHOT 51	9169.45	Beginning Digital Photography	\$30.00	\$ 0.00	Eliminate fee
PHOT 52	9169.40	Intermediate Digital Photography	\$10.00	\$ 0.00	Eliminate fee

BUSINESS SCIENCES

No Change

GUIDANCE AND COUNSELING

No Change

HUMANITIES

No Change

INTEGRATED DESIGN, ENGINEERING AND AUTOMATION

No Change

KINESIOLOGY, HEALTH AND ATHLETICS

HLTH 2 3265.00 First Aid - Emergency \$21.40 \$24.00 Increase of cost for materials

LANGUAGES AND LEARNING RESOURCES

No Change

LIFE SCIENCES AND TECHNOLOGIES

No Change

MATHEMATICS AND COMPUTER SCIENCE

No Change

PHYSICAL SCIENCES AND TECHNOLOGIES

No Change

SOCIAL AND BEHAVIORAL SCIENCES

No Change

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.4 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
11/10/2020 7:00-9:00pm Virtual`	Carmenmara Hernandez-Bravo ASG IDSC	Zita Cabello-Barrueto	A search for international justice and truth in the aftermath of Pinochet's death	\$1,000
01/22/2021 9:30-11:30am Virtual	Ms. Laura Hoffman, Associate Faculty Dorothy Marie Lowry Distinguished Guest Lecture Series Emeritus Institute	Andrew Noymer	Understanding the COVID Pandemic	\$200

IRVINE VALLEY COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
None				

DISTRICT SERVICES

Presentation Date	Faculty Member/Sponsor Course Title/Activity	Speaker Name	Topic	General Fund Honorarium/Travel
Part 1 of 2 Sessions 1/08/2021 10:00-11:15am 2:00-3:15pm Virtual Part 2 of 2 Sessions 1/15/2021 10:00-11:15am 2:00-3:15pm Virtual	Dr. Cindy Vyskocil, Vice Chancellor, Human Resources Training for CSEA - Classified Connections to Equity and Inclusion: Meeting the Moment for Student and Employee Success	Sasha Moore	Classified Connections to Equity and Inclusion: Meeting the Moment for Student and Employee Success	\$4,000

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

5.5 DATE: 12/14/20

ITEM:

TO: **Board of Trustees**

FROM: Kathleen F. Burke, Chancellor

RE: Saddleback College: Online Addenda for Summer/Fall 2020 courses;

New, Revised, and Deleted Curriculum for the 2021-22 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

The current COVID-19 pandemic has necessitated changes for instructional offerings for colleges statewide. The California Community Colleges Chancellor's Office provided a process to request an emergency temporary distance education blanket addendum for the Summer 2020 and Fall 2020 terms that requires local approval of online addenda to be completed by December 30, 2020. Exhibit A includes online addenda for courses taught during the Summer and Fall 2020 terms approved by Saddleback College's Curriculum Committee and Academic Senate between August and November of this year in accordance with Chancellor's Office requirements and stipulations in the emergency distance education blanket addendum.

Saddleback College proposes additions, revisions, and deletions to the curriculum of the College for the 2021-22 academic year. Exhibit B includes new courses, Exhibit C includes new programs, Exhibit D includes revised and deleted courses, and Exhibit E includes revised programs. The new, revised, and deleted curriculum is recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the online addenda for the Summer and Fall 2020 terms as listed in Exhibit A and the proposed curriculum changes for the 2021-22 academic year at Saddleback College as listed in Exhibits B, C. D. and E.

Item Submitted By: Dr. Elliot Stern, President

			Date	
		Dato		
			-	
Course	Title			Notes
Course		Committee	Sellate	Notes
ACCT 120		0/20/2020	9/26/2020	
		8/20/2020	8/20/2020	
		0/20/2020	9/26/2020	
		• •		
		8/20/2020	8/20/2020	
		8/20/2020	8/26/2020	
	` '	8/20/2020	8/20/2020	
		8/20/2020	8/26/2020	
2327	` '	8/20/2020	8/20/2020	
V E C I				
		9/20/2020	9/26/2020	
/UINC		8/20/2020	8/20/2020	
V E C I				
		0/20/2020	9/26/2020	
/UZINC		8/20/2020	8/20/2020	
Λ E C I				
		9/20/2020	9/26/2020	
703NC		8/20/2020	8/20/2020	
Λ E C I				
		0/20/2020	9/26/2020	
704INC		8/20/2020	8/20/2020	
ΛΕSI				
		8/20/2020	8/26/2020	
		8/20/2020	8/20/2020	
		8/20/2020	8/26/2020	
		8/20/2020	8/20/2020	
		8/20/2020	8/26/2020	
	J.1125	5, 25, 2525	3, 20, 2020	
	IOB SKILLS	8/20/2020	8/26/2020	
	JOD SINIELS	5, 20, 2020	3, 20, 2020	
	SELF ADVOCACY SKILLS	8/20/2020	8/26/2020	
		5, 25, 2525	5, 20, 2020	
	COMPUTER SKILLS LAB	8/20/2020	8/26/2020	
	CO O LENGTHELO ET LO	3, 23, 2323	3, 23, 2320	
	PERSONAL SAFETY	8/20/2020	8/26/2020	
		5, 20, 2020	5, 25, 2525	
		8/20/2020	8/26/2020	
	Course ACCT 120 ACCT 202A ACCT 215 ACCT 229X ACCT 232X AESL 701NC AESL 702NC AESL 703NC AESL 704NC AESL 704NC AESL 704NC AESL 705NC AEWD 775NC AEWD 775T AEWD 775T AEWD 782T	INTRODUCTION TO ACCT 120 FINANCIAL PLANNING ACCT INTERMEDIATE 202A ACCOUNTING I ACCT 215 GENERAL ACCOUNTING ACCT IMPROVING INVESTMENT 229X PERFORMANCE (EI) ACCT STOCKS AND BONDS 232X MANAGEMENT (EI) BASIC LITERACY-ADULT AESL EDUCATION ENGLISH AS A 701NC SECOND LANGUAGE BEGINNING LOW-ADULT AESL EDUCATION ENGLISH AS A 702NC SECOND LANGUAGE BEGINNING HIGH-ADULT AESL EDUCATION ENGLISH AS A 703NC SECOND LANGUAGE INTERMED. LOW-ADULT AESL EDUCATION ENGLISH AS A 703NC SECOND LANGUAGE CITIZENSHIP PREPARATION - ADULT EDUCATION AESL ENGLISH AS A SECOND ADULT EDUCATION AESL ENGLISH AS A SECOND TORNC LANGUAGE AESL ADULT EDUCATION ESL FOR 710NC THE WORKPLACE I AEWD INDEPENDENT LIVING 772NC SKILLS AEWD 773NC JOB SKILLS AEWD 775T COMPUTER SKILLS LAB AEWD 775T COMPUTER SKILLS LAB AEWD 7781T PERSONAL SAFETY AEWD PERSONAL BUDGETING	Course Title Curriculum Committee INTRODUCTION TO ACCT 120 FINANCIAL PLANNING 8/20/2020 ACCT INTERMEDIATE 202A ACCOUNTING I 8/20/2020 ACCT IMPROVING INVESTMENT 229X PERFORMANCE (EI) 8/20/2020 ACCT STOCKS AND BONDS 232X MANAGEMENT (EI) 8/20/2020 BASIC LITERACY-ADULT AESL EDUCATION ENGLISH AS A 701NC SECOND LANGUAGE 8/20/2020 BEGINNING LOW-ADULT AESL EDUCATION ENGLISH AS A 702NC SECOND LANGUAGE 8/20/2020 BEGINNING HIGH-ADULT AESL EDUCATION ENGLISH AS A 703NC SECOND LANGUAGE 8/20/2020 INTERMED. LOW-ADULT AESL EDUCATION ENGLISH AS A 703NC SECOND LANGUAGE 8/20/2020 CITIZENSHIP PREPARATION ADULT EDUCATION ENGLISH AS A 704NC SECOND LANGUAGE 8/20/2020 CITIZENSHIP PREPARATION ADULT EDUCATION ADULT EDUCATION AESL ENGLISH AS A SECOND 708NC LANGUAGE 8/20/2020 AESL ADULT EDUCATION ESL FOR 710NC THE WORKPLACE I 8/20/2020 AEWD INDEPENDENT LIVING 772NC SKILLS 8/20/2020 AEWD 773NC JOB SKILLS 8/20/2020 AEWD 773T COMPUTER SKILLS LAB 8/20/2020 AEWD 775T COMPUTER SKILLS LAB 8/20/2020 AEWD 775T COMPUTER SKILLS LAB 8/20/2020	Approved by Curriculum Committee

	AEWD	COMMUNICATIONS IN THE			
CE	783T	WORKPLACE	8/20/2020	8/26/2020	
CL	AEWD	WORK Exce	0/20/2020	0/20/2020	
CE	784T	CRITICAL THINKING SKILLS	8/20/2020	8/26/2020	
CL	7041	HONORS CULTURAL	0/20/2020	0/20/2020	
SBS	ANTH 2H	ANTHROPOLOGY	8/20/2020	8/26/2020	
303	ANTITZII	INTRODUCTION TO	0/20/2020	0/20/2020	
ATAS	ARCH 10	ARCHITECTURE	8/20/2020	8/26/2020	Emergency Only
711713	/ (ITCIT 10	ARCHITECTORE	0,20,2020	0,20,2020	Linergency only
ATAS	ARCH 12	HISTORY OF ARCHITECTURE	8/20/2020	8/26/2020	Emergency Only
7 17 10	7.11.011.22	INTRODUCTION TO	0, 20, 2020	0,20,2020	zmergeney emy
		COMPUTER-AIDED			
ATAS	ARCH 50	DRAFTING	8/20/2020	8/26/2020	Emergency Only
7 17 10	7.11.01.7.00	REVIT AND BUILDING	0, 20, 2020	0,20,2020	zmergeney emy
		INFORMATION			
ATAS	ARCH 120		8/20/2020	8/26/2020	Emergency Only
	ARCH	ARCHITECTURAL DRAWING	0, 20, 2020	3, 20, 2020	
ATAS	124A		8/20/2020	8/26/2020	Emergency Only
		INTERNATIONAL BUILDING	3, 23, 2020	0, 20, 2020	
ATAS	ARCH 163	CODE INSPECTION	8/20/2020	8/26/2020	Emergency Only
		LEED AND SUSTAINABLE			- 67 - 7
ATAS	ARCH 231	ARCHITECTURE	8/20/2020	8/26/2020	Emergency Only
		ORANGE AND SAN DIEGO	2, 22, 222	2, 22, 222	
ATAS	ARCH 261	ARCHITECTURE	8/20/2020	8/26/2020	Emergency Only
		CERAMICS HANDBUILDING			<u> </u>
XE	ART 10X	(EI)	8/20/2020	8/26/2020	Emergency Only
		BEGINNING CERAMICS-			<u> </u>
XE	ART 11X	WHEEL (EI)	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE CERAMICS			3 , ,
XE	ART 12X	(EI)	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE CERAMICS-			<i>J</i> , ,
XE	ART 14XB	SLIPCASTING (EI)	8/20/2020	8/26/2020	Emergency Only
		ADVANCED CERAMICS-	· ·		J , ,
XE	ART 14XC	SLIPCASTING (EI)	8/20/2020	8/26/2020	Emergency Only
XE	ART 20X	ART APPRECIATION (EI)	8/20/2020	8/26/2020	Emergency Only
XE	ART 25X	ART HISTORY (EI)	8/20/2020	8/26/2020	Emergency Only
		CONTEMPORARY ART AND			,
XE	ART 28X	CULTURE (EI)	8/20/2020	8/26/2020	Emergency Only
		BEGINNING STAINED GLASS			
XE	ART 35XA	(EI)	8/20/2020	8/26/2020	Emergency Only
		ADVANCED STAINED GLASS	<u> </u>		<u> </u>
XE	ART 35XB	(EI)	8/20/2020	8/26/2020	Emergency Only
		BEGINNING JEWERLY	-		
XE	ART 36XA	METAL FABRICATION (EI)	8/20/2020	8/26/2020	Emergency Only

					1
XE ,	ART 41X	ART MEDIA STUDIES (EI)	8/20/2020	8/26/2020	Emergency Only
		BEGINNING PAINTING IN			
-	ART 50X	OIL/ACRYLIC (EI)	8/20/2020		Emergency Only
-	ART 50	PAINTING - I	8/20/2020	8/26/2020	Emergency Only
	ART 51	PAINTING - II	8/20/2020	8/26/2020	Emergency Only
FAMT	ART 52	PAINTING - III	8/20/2020	8/26/2020	Emergency Only
		ADVANCED PAINTING IN			
XE .	ART 52X	OIL-ACRYLIC (EI)	8/20/2020	8/26/2020	Emergency Only
		PAINTING IN SUBJECT			
	ART 53X	AREAS (EI)	8/20/2020		Emergency Only
XE ,	ART 56X	PASTEL PAINTING (EI)	8/20/2020	8/26/2020	Emergency Only
		BEGINNING WATERCOLOR			
XE .	ART 58X	(EI)	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE-ADVANCED			
XE .	ART 59X	WATERCOLOR (EI)	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE LAPIDARY			
XE .	ART 61XB	(EI)	8/20/2020	8/26/2020	Emergency Only
XE .	ART 70X	BEGINNING SCULPTURE (EI)	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE SCULPTURE			
XE .	ART 71X	(EI)	8/20/2020	8/26/2020	Emergency Only
FAMT	ART 80	DRAWING I	8/20/2020	8/26/2020	Emergency Only
XE .	ART 80X	BEGINNING SKETCHING (EI)	8/20/2020	8/26/2020	Emergency Only
		BEGINNING LIFE DRAWING			
XE .	ART 85X	(EI)	8/20/2020	8/26/2020	Emergency Only
		DRAWING FROM THE LIVE			
FAMT	ART 85	MODEL I	8/20/2020	8/26/2020	Emergency Only
		DRAWING FROM THE LIVE			
FAMT	ART 86	MODEL II	8/20/2020	8/26/2020	Emergency Only
		DRAWING FROM THE LIVE			
FAMT	ART 87	MODEL III	8/20/2020	8/26/2020	Emergency Only
		BEGINNING GRAPHIC			
-	ART 140	DESIGN	8/20/2020	8/26/2020	
MSE	ASTR 21	THE SOLAR SYSTEM	8/20/2020	8/26/2020	Emergency Only
		OBSERVATIONAL		_	
MSE .	ASTR 25	ASTRONOMY	8/20/2020	8/26/2020	Emergency Only
		AUTOMOTIVE ELECTRICAL			
ATAS	AUTO 101		8/20/2020	8/26/2020	Emergency Only
		AUTOMOTIVE SERVICE			
ATAS .	AUTO 226	CONSULTANT	8/20/2020	8/26/2020	Emergency Only
		HUMAN ANATOMY			
MSE	BIO 110	DISCUSSION	8/20/2020	8/26/2020	

		LILIAAAN BUNGIOLOGY			1
N 4CE	DIO 120	HUMAN PHYSIOLOGY	0/20/2020	0/26/2020	
MSE	BIO 120	DISCUSSION	8/20/2020	8/26/2020	Farance and Oak
XE	BIO 226X	BIRDS OF THE WORLD (EI)	8/20/2020	8/26/2020	Emergency Only
DC	DUC 111	HONORS INTRODUCTION	9/20/2020	9/26/2020	
BS	BUS 1H	TO BUSINESS	8/20/2020	8/26/2020	
D.C.	DUC 16	PERSONAL LAW,STREET	0/20/2020	0/26/2020	
BS	BUS 16	LAW	8/20/2020	8/26/2020	
		FINANCING THE			
BS	BUS 237	ENTRPRENEURIAL BUSINESS	8/20/2020	8/26/2020	
23	503 237	ENTIN NEIVEONIAE BOOMVESS	0,20,2020	0,20,2020	
					Offered as CDE 119 in
	CDE				Fall 2020; offered as CDE
SBS	119/261	CHALLENGING BEHAVIORS	8/20/2020	8/26/2020	261 in Summer 2020
	,	CA PRESCHOOL	· ·	, ,	
		FOUNDATIONS &			
SBS	CDE 253	FRAMEWORKS - MATH	8/20/2020	8/26/2020	
		CA PRESCHOOL			
		FOUNDATIONS &			
		FRAMEWORKS-			
SBS	CDE 255	PERFORMING ARTS	8/20/2020	8/26/2020	
		CA PRESCHOOL			
		FOUNDATIONS &			
SBS	CDE 257	FRAMEWORKS- HEALTH	8/20/2020	8/26/2020	
		CA PRESCHOOL			
		FOUNDATIONS &			
SBS	CDE 259	FRAMEWORKS – SCIENCE	8/20/2020	8/26/2020	
MSE	CHEM 106	BASICS OF CHEMISTRY	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO			
		CHINESE CULTURE AND	- 1 1	- / /	
LA	CHI 21	INFLUENCE IN THE U.S.	8/20/2020	8/26/2020	
		LIFE AND TECHNOLOGY			
\ <u></u>		INTEGRATION FOR OLDER	0 /20 /2020	0/06/0000	5 0 1
XE	CIM 1X	ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
		KEYBOARDING FOR			
D.C.	CIN 4 121 D	COMPUTERS -	0/20/2020	0/26/2020	
BS	CIM 121B	INTERMEDIATE	8/20/2020	8/26/2020	
DC	CIM 121C	KEYBOARDING FOR COMPUTERS - ADVANCED	g/20/2020	g/26/2020	
BS	CIMA	OFFICE SKILLSOFFICE	8/20/2020	8/26/2020	
BS	283A	PROCEDURES	8/20/2020	8/26/2020	
دم	CIMA	OFFICE SKILLS	0/20/2020	0/20/2020	
BS	283B	KEYBOARDING	8/20/2020	8/26/2020	
دم	203D	NE I DOANDING	0/20/2020	0/20/2020	

	CIMA				
BS	283D	OFFICE SKILLSWINDOWS	8/20/2020	8/26/2020	
	CIMA	OFFICE SKILLSWORD			
BS	283E	PROCESSING (WORD)	8/20/2020	8/26/2020	
		OFFICE SKILLSDESKTOP			
	CIMA	PRESENTATION FOR BU			
BS	283G	(POWERPOINT)	8/20/2020	8/26/2020	
	CIMA	OFFICE SKILLSDATABASE			
BS	283H	(ACCESS)	8/20/2020	8/26/2020	
		OFFICE SKILLS—DESKTOP			
BS	CIMA 283J	PUBLISHING (PUBLISHER)	8/20/2020	8/26/2020	
	CIMA	OFFICE SKILLS—BUSINESS			
BS	283K	EMAIL (OUTLOOK)	8/20/2020	8/26/2020	
		COMPUTER OPERATING			
BS	CIMN 130	SYSTEMS - UNIX AND LINUX	8/20/2020	8/26/2020	
		FUNDAMENTAL			
		UNIX/LINUX SYSTEM			
BS	CIMN 140	ADMINISTRATION	8/20/2020	8/26/2020	
		INTRODUCTION TO			
		CYBERSECURITY: ETHICAL	0 /0 0 /0 0 0		
BS	CIMS 150	HACKING	8/20/2020	8/26/2020	
		INTRODUCTION TO			
 	CINAR 220	COMPUTER AND VIDEO	0 /20 /2020	0/26/2020	
BS	CIMP 230	GAME DESIGN	8/20/2020	8/26/2020	
		WED DEVELOPMENT DUD			
		WEB DEVELOPMENT - PHP, CMS AND WORDPRESS AND			
BS	CINA) N/ 1 / E	E-COMMERCE	9/20/2020	8/26/2020	
ВЗ	CIIVIVV 143	WEB DEVELOPMENT –	8/20/2020	0/20/2020	
		JAVASCRIPT,			
		FRAMEWORKS, JQUERY			
BS	CIMW 160	· ·	8/20/2020	8/26/2020	
55	CIIVIVV 100	ELECTRONICS FOR	0/20/2020	0/20/2020	
		COMPUTER			
ATAS	CMT 215	TECHNOLOGISTS	8/20/2020	8/26/2020	
			3, 20, 2020	3, 20, 2020	
		COMPUTER MAINTENANCE			
ATAS	CMT 220	AND REPAIR I	8/20/2020	8/26/2020	
		APPLIED NETWORK		, ,	
ATAS	CMT 230	TECHNOLOGY	8/20/2020	8/26/2020	
			-		
		HONORS COMMUNICATION			
FAMT	COMM 1H	FUNDAMENTALS	8/20/2020	8/26/2020	Emergency Only

		COSMETOLOGY FRESHMAN-			
ATAS	COS 211	LEVEL 1	8/20/2020	8/26/2020	
		COSMETOLOGY FRESHMAN-			
ATAS	COS 211A	LEVEL 1A	8/20/2020	8/26/2020	
		COSMETOLOGY FRESHMAN-			
ATAS	COS 211B	LEVEL 1B	8/20/2020	8/26/2020	
		COSMETOLOGY			
ATAS	COS 212	INTERMEDIATE-LEVEL 2	8/20/2020	8/26/2020	
		COSMETOLOGY			
ATAS	COS 212A	INTERMEDIATE-LEVEL 2A	8/20/2020	8/26/2020	
		COSMETOLOGY			
ATAS	COS 212B	INTERMEDIATE-LEVEL 2B	8/20/2020	8/26/2020	
		COSMETOLOGY ADVANCED-			
ATAS	COS 213	LEVEL 3	8/20/2020	8/26/2020	
		COSMETOLOGY ADVANCED-			
ATAS	COS 213A	LEVEL 3A	8/20/2020	8/26/2020	
		COSMETOLOGY ADVANCED-			
ATAS	COS 213B	LEVEL 3B	8/20/2020	8/26/2020	
		COSMETOLOGY SENIOR-			
ATAS	COS 214	LEVEL 4	8/20/2020	8/26/2020	
		COSMETOLOGY SENIOR-			
ATAS	COS 214A	LEVEL 4A	8/20/2020	8/26/2020	
		COSMETOLOGY SENIOR-			
ATAS	COS 214B	LEVEL 4B	8/20/2020	8/26/2020	
ATAS	COS 250A	ESTHETICIAN LEVEL A	8/20/2020	8/26/2020	
ATAS	COS 250B	ESTHETICIAN LEVEL B	8/20/2020	8/26/2020	
ATAS	COS 440	COSMETICIAN	8/20/2020	8/26/2020	
		HELPING SKILLS FOR			
		INTERPERSONAL			
CS	COUN 150	RELATIONSHIPS	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO			
MSE	CS 1A	COMPUTER SCIENCE I	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO			
MSE	CS 1B	COMPUTER SCIENCE II	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO			
MSE	CS 1C	COMPUTER SCIENCE III	8/20/2020	8/26/2020	Emergency Only
MSE	CS 1D	DATA STRUCTURES	8/20/2020	8/26/2020	Emergency Only
		COMPUTER ORGANIZATION			
MSE	CS 3A	AND MACHINE LANGUAGE	8/20/2020	8/26/2020	Emergency Only
		COMPUTER ORGANIZATION			
MSE	CS 3B	AND ASSEMBLY LANGUAGE	8/20/2020	8/26/2020	Emergency Only
	1	_			<u> </u>

		INTRODUCTION TO JAVA			
MSE	CS 4A	FOR COMPUTER SCIENCE	8/20/2020	8/26/2020	Emergency Only
		ADVANCED TOPICS IN JAVA			
MSE	CS 4B	FOR COMPUTER SCIENCE	8/20/2020	8/26/2020	Emergency Only
		COMPUTER DISCRETE			
MSE	CS 30A	MATHEMATICS I	8/20/2020	8/26/2020	Emergency Only
FAMT	CTVR 1	MASS MEDIA AND SOCIETY	8/20/2020	8/26/2020	
FAMT	CTVR 31	FILM PRODUCTION I	8/20/2020	8/26/2020	Emergency Only
FAMT	CTVR 32	FILM PRODUCTION II	8/20/2020	8/26/2020	Emergency Only
		TELEVISION AND FILM			
FAMT	CTVR 42	DIRECTING	8/20/2020	8/26/2020	Emergency Only
	OT: 15 151	\#D50 DD CD CT CT CT CT CT CT	0/00/000	0/00/00	5
FAMT	CTVR 101	VIDEO PRODUCTION BASICS	8/20/2020	8/26/2020	Emergency Only
		COLD READING AND	0 /0 0 /0 0 0		
FAMT	CTVR 104	INTERVIEW TECHNIQUES	8/20/2020	8/26/2020	
FAMT	CTVR 110	AUDIO PRODUCTION	8/20/2020	8/26/2020	Emergency Only
FAMT	CTVR 113	RADIO BROADCSTING	8/20/2020	8/26/2020	Emergency Only
- A B 4-	CT) /D 444	DADIO STATIONI ASTIVITIES	0/20/2020	0/26/2020	F O I
FAMT	CTVR 114	RADIO STATION ACTIVITIES	8/20/2020	8/26/2020	Emergency Only
		ADVANCED RADIO			
	CT) /D 11 F	PERFORMANCE AND	0/20/2020	0/26/2020	Emanus and Only
FAMT	CTVR 115	STUDIO OPERATIONS	8/20/2020	8/20/2020	Emergency Only
FAMT	CTVR 124	TELEVISION PRODUCTION I	8/20/2020	8/26/2020	Emergency Only
AIVII	CIVIL 124	DOCUMENTARY	8/20/2020	8/20/2020	Lineigency Only
FAMT	CTVR 129	PRODUCTION	8/20/2020	8/26/2020	Emergency Only
FAMT	CTVR 123	ADVERTISING	8/20/2020	8/26/2020	Lineigency Only
FAMT	CTVR 151	NON-LINEAR EDITING I	8/20/2020	8/26/2020	
FAMT	CTVR 233	FILM PRODUCTION III	8/20/2020	8/26/2020	Emergency Only
FAMT	CTVR 251	NON-LINEAR EDITING II	8/20/2020	8/26/2020	
		PRODUCTION	3, = 5, = 520	3, 20, 2020	
FAMT	CTVR 262	MANAGEMENT	8/20/2020	8/26/2020	
FAMT	CTVR 290	ACTING FOR THE CAMERA I	8/20/2020	8/26/2020	Emergency Only
					<u> </u>
		ACTING FOR THE CAMERA II			
FAMT	CTVR 291	- CREATING A CHARACTER	8/20/2020	8/26/2020	Emergency Only
FAMT	DANC 9	CHOREOGRAPHY	8/20/2020	8/26/2020	Emergency Only
		SITE SPECIFIC			
FAMT	DANC 17	PERFORMANCE	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE MAT			
FAMT	DANC 38	PILATES	8/20/2020	8/26/2020	1 unit

		. ,			
					1.5 units; Emergency
FAMT	DANC 51	INTRODUCTION TO BALLET	8/20/2020	8/26/2020	Only
					1.5 units; Emergency
FAMT	DANC 52	BALLET DANCING LEVEL I	8/20/2020	8/26/2020	Only
					1.5 units; Emergency
FAMT	DANC 53	INTERMEDIATE BALLET	8/20/2020	8/26/2020	Only
		INTRODUCTION TO			
FAMT	DANC 54	MODERN DANCE	8/20/2020	8/26/2020	Emergency Only
FAMT	DANC 55	MODERN DANCE LEVEL I	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE MODERN			
FAMT	DANC 56	DANCE	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO JAZZ			
FAMT	DANC 57	DANCING	8/20/2020	8/26/2020	Emergency Only
FAMT	DANC 58	JAZZ DANCING LEVEL I	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE JAZZ			
FAMT	DANC 59	DANCING	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO TAP			
FAMT	DANC 60	DANCING	8/20/2020	8/26/2020	Emergency Only
FAMT	DANC 61	TAP DANCING LEVEL I	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE TAP			
FAMT	DANC 62	DANCING	8/20/2020	8/26/2020	Emergency Only
FAMT	DANC 63	EXERCISE FOR DANCERS	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO MAT			
FAMT	DANC 65	PILATES	8/20/2020	8/26/2020	1 unit
FAMT	DANC 67	POINTE BALLET	8/20/2020	8/26/2020	1 unit
					1.5 units; Emergency
FAMT	DANC 71	ADVANCED BALLET	8/20/2020	8/26/2020	Only
		ADVANCED MODERN			
FAMT	DANC 72	DANCE	8/20/2020	8/26/2020	Emergency Only
FAMT	DANC 73	ADVANCED JAZZ DANCE	8/20/2020		Emergency Only
FAMT	DANC 75	ADVANCED TAP DANCE	8/20/2020		Emergency Only
FAMT	DANC 78	HIP HOP	8/20/2020	8/26/2020	
FAMT	DANC 79	HIP HOP LEVEL I	8/20/2020	8/26/2020	
FAMT	DANC 80	INTERMEDIATE HIP HOP	8/20/2020	8/26/2020	
FAMT	DANC 81	ADVANCED HIP HOP	8/20/2020	8/26/2020	
		INTRODUCTION TO			
		COMPUTER-AIDED			
ATAS	DR 50	DRAFTING	8/20/2020	8/26/2020	Emergency Only
		3D PARAMETRIC			<u> </u>
ATAS	DR 200	MODELING – SOLIDWORKS	8/20/2020	8/26/2020	Emergency Only
		IMPROVING INVESTMENT	. ,	. , -	<u> </u>
XE	EACT 500	PERFORMANCE (EI)	8/20/2020	8/26/2020	
		MANAGING BONDS AND	. ,		
XE	EACT 503	STOCKS (EI)	8/20/2020	8/26/2020	
<u> </u>		\ /	-, -, ====		1

XE	EART 501	ART HISTORY (EI)	8/20/2020	8/26/2020	
		CONTEMPORARY ART AND	0, 20, 2020	0, 20, 2020	
XE	EART 502	CULTURE (EI)	8/20/2020	8/26/2020	
		FUNDAMENTALS OF ART	0, 20, 2020	0, 20, 2020	
		ANALYSIS AND			
XE	EART 503	APPRECIATION (EI)	8/20/2020	8/26/2020	
		CERAMICS HANDBUILDING	0, 20, 2020	0, 20, 2020	
XE	EART 510	(EI)	8/20/2020	8/26/2020	Emergency Only
XE	EART 513	ADVANCED CERAMICS (EI)	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE CERAMICS-	. ,		<u> </u>
XE	EART 515	SLIPCASTING (EI)	8/20/2020	8/26/2020	Emergency Only
		ADVANCED CERAMICS-	. ,		<u> </u>
XE	EART 516	SLIPCASTING (EI)	8/20/2020	8/26/2020	Emergency Only
XE	EART 520	BEGINNING INTARSIA (EI)	8/20/2020	8/26/2020	Emergency Only
XE	EART 522	BEGINNING LAPIDARY (EI)	8/20/2020	8/26/2020	Emergency Only
		BEGINNING STAINED GLASS			
XE	EART 524	(EI)	8/20/2020	8/26/2020	Emergency Only
		ADVANCED JEWERLY			
XE	EART 534	METAL FABRICATION (EI)	8/20/2020	8/26/2020	Emergency Only
		FUNDAMENTALS OF METAL			
		FABRICATION FOR JEWERLY			
XE	EART 535	(EI)	8/20/2020	8/26/2020	Emergency Only
		INTER TECHNIQUES OF			
		METAL FABRICATION FOR			
XE	EART 536	JEWERLY (EI)	8/20/2020	8/26/2020	Emergency Only
XE	EART 540	ART MEDIA STUDIES (EI)	8/20/2020	8/26/2020	
		FUNDAMENTALS OF			
XE	EART 549	SKETCHING (EI)	8/20/2020	8/26/2020	
		INTERMEDIATE SKETCHING			
XE	EART 551	(EI)	8/20/2020	8/26/2020	
		FUNDAMENTALS OF LIFE			
XE	EART 553	DRAWING (EI)	8/20/2020	8/26/2020	Emergency Only
	_	FUNDAMENTALS OF	_		
XE	EART 559	OIL/ACRYLIC PAINTING (EI)	8/20/2020	8/26/2020	
		INTERMEDIATE PAINTING	- / /		
XE	EART 561	IN OIL/ACRYLIC (EI)	8/20/2020	8/26/2020	
\ \	EART TOO	PAINTING IN SUBJECT	0/00/000	0/00/000	
XE	EART 563	AREAS (EI)	8/20/2020	8/26/2020	
		PORTRAIT PAINTING IN			
VE	FART FC 4	OILS, WATERCOLOR AND	0/20/2020	0/26/2022	
XE	EART 564	PASTELS (EI)	8/20/2020	8/26/2020	
		ADVANCED PAINTING			
VE		TECHNIQUES FOR	0/20/2020	0/20/2020	
XE	EART 566	OIL/ACRYLIC (EI)	8/20/2020	8/26/2020	

		FUNDAMENTALS OF			
\ \ \ 	FART FCO	WATERCOLOR PAINTING	0/20/2020	0/26/2020	
XE	EART 569	(EI)	8/20/2020	8/26/2020	
VE	EADT E72	BEGINNING CHINESE BRUSH	0 /20 /2020	0/26/2020	
XE	EART 572	PAINTING (EI)	8/20/2020	8/26/2020	
		INTERMEDIATE-ADVANCED			
		TECHNIQUES OF			
VE	EADT E74	WATERCOLOR PAINTING	0/20/2020	0/26/2020	
XE XE	EART 574	(EI)	8/20/2020	8/26/2020	
ΧE	EART 580	PASTEL PAINTING (EI)	8/20/2020	8/26/2020	
XE	EART 590	BEGINNING SCULPTURE (EI)	8/20/2020	8/26/2020	
		INTERMEDIATE			
		TECHNIQUES OF CERAMIC			
XE	EART 592	SCULPTURE (EI)	8/20/2020	8/26/2020	
XE	EBIO 500	BIRDS OF THE WORLD (EI)	8/20/2020	8/26/2020	
		LIFE AND TECHNOLOGY			
XE	ECIM 501	INTEGRATION (EI)	8/20/2020	8/26/2020	
		ECOLOGICAL RESTORATION			
ATAS	ECOL 201	TECHNIQUES	8/20/2020	8/26/2020	
		HONORS PRINCIPLES OF			
SBS	ECON 2H	MACROECONOMICS	8/20/2020	8/26/2020	Emergency Only
		INTERNATIONAL POLITICAL			
SBS	ECON 11	ECONOMY	8/20/2020	8/26/2020	Emergency Only
		QUILTING AND			
XE	EFSH 500	PATCHWORK (EI)	8/20/2020	8/26/2020	
		BEGINNING CLOTHING		- 4 4	
XE	EFSH 502	CONSTRUCTION (EI)	8/20/2020	8/26/2020	
		INTERMEDIATE CLOTHING	0./0.0./0.000	0/06/0000	
XE	EFSH 503	CONSTRUCTION (EI)	8/20/2020	8/26/2020	
V-F	FFC11 F 0.4	ADVANCED CLOTHING	0 /20 /2020	0/26/2020	
XE	EFSH 504	CONSTRUCTION (EI)	8/20/2020	8/26/2020	
XE	EFSH 506	INTERMEDIATE CROCHETING (EI)	8/20/2020	8/26/2020	
XE	EFSH 500	BEGINNING KNITTING (EI)	8/20/2020	8/26/2020	
\	LI 311 307	INTERMEDIATE KNITTING	0/ 20/ 2020	0/20/2020	
XE	EFSH 508	(EI)	8/20/2020	8/26/2020	
XE	EFSH 510	ART AS FASHION (EI)	8/20/2020	8/26/2020	
	2.0.1010	AGE-RELATED HEALTH RISK	3, 20, 2020	5, 20, 2020	
XE	EGRO 500		8/20/2020	8/26/2020	
- \-		GEROPSYCHOLOGY-	0, 20, 2020	5, 20, 2020	
		PERSPECTIVES ON AGING			
XE	EGRO 501	(EI)	8/20/2020	8/26/2020	
		v /	-, -, -, -	-, -, -,	

		CARDIOVASCULAR UTALTU			
XE	EHEA 500	CARDIOVASCULAR HEALTH FOR OLDER ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
/L	LITEA 300	CARDIOVASCULAR	0/20/2020	0/20/2020	Lineigency Offig
		WELLNESS FOR OLDER			
XE	EHEA 501	ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
\	2.12/(301	BALANCE AND MOBILITY	0, 20, 2020	0, 20, 2020	Zinergency only
XE	EHEA 508	FOR OLDER ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
/\L	LITERISOS	SURVEY OF	0,20,2020	0,20,2020	Linergency only
		BALANCE/MOBILITY			
		TECHNIQUES FOR OLDER			
XE	EHEA 509	ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
		BEGINNING INDEPENDENT	3, 23, 232	3, 23, 2323	- 6, - ,
		MOVEMENT FOR OLDER			
XE	EHEA 512	ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
		BEGINNING MOVEMENT			
		AND HEALTH FOR OLDER			
XE	EHEA 513	ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE			
		INDEPENDENT MOVEMENT			
XE	EHEA 516	FOR OLDER ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE			
		MOVEMENT AND HEALTH			
XE	EHEA 517	FOR OLDER ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
		MUSCLE			
		STRENGTHENING/BODY			
		ALIGNMENT FOR OLDER			
XE	EHEA 520	ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
		MUSCLE DEVELOPMENT			
XE	EHEA 521	FOR OLDER ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
VE.	ELIE 4 50 4	POSTURE AND BALANCE	0/20/2022	0/25/2225	F
XE	EHEA 524	FOR OLDER ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
VE		POSTURE AND MOBILITY	0/20/2020	0/26/2020	Emorgonou Only
XE	EHEA 525	FOR OLDER ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
VE	EHEA 529	BALANCED MOVEMENT FOR OLDER ADULTS (EI)	0/20/2020	8/26/2020	Emorgoney Only
XE	ЕПЕА 329	FOCUS AND FLEXIBILITY	8/20/2020	0/20/2020	Emergency Only
XE	EHEA 533	FOR OLDER ADULTS (EI)	8/20/2020	8/26/2020	Emergency Only
\L	LITEA 333	EMERGENCY MEDICAL	0/20/2020	0/20/2020	Lineigency Offig
HSHS	EMT 207	TECHNICIAN PROCEDURES	8/20/2020	8/26/2020	
1.15115		EMERGENCY MEDICAL	3, 20, 2020	3, 20, 2020	
		TECHINICIAN CLINICAL			
HSHS	EMT 207C		8/20/2020	8/26/2020	
			0, -0, -020	5, 25, 2525	1

		FOR THE LOVE OF MUSIC			
XE	EMUS 500		8/20/2020	8/26/2020	Emergency Only
, L	214103 300	INTRODUCTION TO OPERA	0/20/2020	0/20/2020	Emergency omy
XE	EMUS 501		8/20/2020	8/26/2020	Emergency Only
//L	211103 301	EMERITUS INSTITUTE	0/20/2020	0,20,2020	Emergency omy
XE	FMUS 502	CONCERT CHORALE (EI)	8/20/2020	8/26/2020	Emergency Only
, L	214103 302	VOCAL AND RHYTHMIC	0/20/2020	0/20/2020	Emergency omy
XE	FMHS 509	TECHNIQUES (EI)	8/20/2020	8/26/2020	Emergency Only
XL .	LIVIOS 303	BARBERSHOP CONCERT	0/20/2020	0,20,2020	Linergency Only
		CHORALE FOR MEN AND			
XE	FMUS 514	WOMEN (EI)	8/20/2020	8/26/2020	Emergency Only
, L	LIVIOS SIA	ENSEMBLE AND	0,20,2020	0,20,2020	Emergency omy
		ORCHESTRA REHEARSAL			
XE	FMUS 519	AND PERFORMANCE (EI)	8/20/2020	8/26/2020	Emergency Only
, L	LIVIOS 313	HONORS PRINCIPLES OF	0/20/2020	0,20,2020	Emergency omy
LA	ENG 1AH	COMPOSITION I	8/20/2020	8/26/2020	
	2110 27 111	HONORS PRINCIPLES OF	0,20,2020	0,20,2020	
LA	ENG 1BH	COMPOSITION II	8/20/2020	8/26/2020	Emergency Only
	2.10 25.1	INTRODUCTION TO	0,20,2020	0,20,2020	zmergency omy
XE	ENG 3X	CREATIVE WRITING (EI)	8/20/2020	8/26/2020	Emergency Only
LA	ENG 4	FICTION FUNDAMENTALS	8/20/2020	8/26/2020	zmergency omy
			0,20,2020	0,20,2020	
		SURVEY OF ENGLISH			
		LITERATURE – BEOWULF TO			
LA	ENG 17A	ROMANTIC MOVEMENT	8/20/2020	8/26/2020	
		THE BIBLE AS LITERATURE-	0, 20, 2020	3, 20, 2020	
		GOSPELS TO REVELATION			
XE	ENG 40XA		8/20/2020	8/26/2020	Emergency Only
LA	ENG 44	CLASSICAL MYTHOLOGY	8/20/2020		
XE	ENG 52X	FILM AS LITERATURE (EI)	8/20/2020	8/26/2020	Emergency Only
LA	ENG 104	WRITING SHORT STORIES	8/20/2020	8/26/2020	0 , ,
LA	ENG 142	CHILDREN'S LITERATURE	8/20/2020	8/26/2020	
		COLLEGE WRITING			
LA	ENG 201	SUPPORT AND SKILLS	8/20/2020	8/26/2020	Emergency Only
		READING AND		. ,	<u> </u>
		VOCABULARY SKILLS			
LA	ENG 332	LABORATORY-ESL	8/20/2020	8/26/2020	
		READING SKILLS		. ,	
LA	ENG 333A	LABORATORY BASIC	8/20/2020	8/26/2020	
		READING SKILLS	• •		
		LABORATORY			
LA	ENG 333B	INTERMEDIATE	8/20/2020	8/26/2020	
		READING SKILLS		, ,	
LA	ENG 333C	LABORATORY ADVANCED	8/20/2020	8/26/2020	
			5, 25, 2525	0, 20, 2020	1

LA	ENG 341	READING LABORATORY	8/20/2020	8/26/2020	
		ACADEMIC READING AND	· · ·		
	ENG	STUDY SKILL FOR CONTENT			
LA	343NC	AREA LAB	8/20/2020	8/26/2020	
MSE	ENGR 31	STATICS	8/20/2020	8/26/2020	Emergency Only
		ENVIRONMENTAL			
ATAS	ENV 16	DISASTERS	8/20/2020	8/26/2020	
		ENVIRONMENTAL			
ATAS	ENV 24	GEOLOGY	8/20/2020	8/26/2020	
		WATER QUALITY AND			
ATAS	ENV 38	MONITORING	8/20/2020	8/26/2020	
		ENVIRONMENTAL LAW			
ATAS	ENV 40	AND POLICY	8/20/2020	8/26/2020	
		INTERMEDIATE DIGITIAL			
XE	EPHO 501	SHOW PRESENTATIONS (EI)	8/20/2020	8/26/2020	
		INTERMEDIATE DIGITAL			
XE	EPHO 503	PHOTOGRAPHY (EI)	8/20/2020	8/26/2020	
		ADVANCED COLOR			
XE	EPHO 505	PRINTING (EI)	8/20/2020	8/26/2020	
		FUNDAMENTALS OF			
XE	EPHO 508	DIGITAL PHOTOGRAPHY (EI)	8/20/2020	8/26/2020	
		CURRENT POLITICAL			
XE	EPOL 501	EVENTS AND ISSUES (EI)	8/20/2020	8/26/2020	
		ADVANCED ACADEMIC			
LA	ESL 180	WRITING I	8/20/2020	8/26/2020	
LA	ESL 320	BEGINNING MULTISKILLS I	8/20/2020	8/26/2020	
LA	ESL 321	BEGINNING MULTISKILLS II	8/20/2020	8/26/2020	Emergency Only
		BEGINNING			
LA	ESL 322	CONVERSATION	8/20/2020	8/26/2020	Emergency Only
		BEGINNING			
LA	ESL 323	PRONUNCIATION	8/20/2020	8/26/2020	Emergency Only
		BEGINNING READING AND			
LA	ESL 325	WRITING	8/20/2020	8/26/2020	
		INTERMEDIATE			
LA	ESL 330	MULTISKILLS I	8/20/2020	8/26/2020	
		INTERMEDIATE			
LA	ESL 331	MULTISKILLS II	8/20/2020	8/26/2020	
		INTERMEDIATE			
LA	ESL 331NC	MULTISKILLS II	8/20/2020	8/26/2020	
		INTERMEDIATE			
LA	ESL 332	CONVERSATION	8/20/2020	8/26/2020	Emergency Only

ency Only ency Only ency Only
ency Only
ency Only
ency Only
ency Only
ency Only
,ricy Offig
-
ency Only
<u> </u>

_	ľ			T	
ATAS	ET 201	ROBOTICS FUNDAMENTALS	8/20/2020	8/26/2020	
ATAS	ET 202	INTERMEDIATE ROBOTICS	8/20/2020	8/26/2020	
XE	ETHE 500	SCENE STUDY-ACTING (EI)	8/20/2020		Emergency Only
FAMT	ETT 40	STAGECRAFT	8/20/2020		Emergency Only
1 AIVII	211 40	APPLIED TECHNICAL	0,20,2020	0/20/2020	Linergency Only
FAMT	ETT 100	THEATRE PRODUCTION FUNDAMENTALS OF DESIGN AND GRAPHICS FOR	8/20/2020	8/26/2020	Emergency Only
FAMT	ETT 101	THEATRE	8/20/2020	8/26/2020	Emergency Only
ATAS	FASH 31	TEXTILES	8/20/2020	8/26/2020	zmergency omy
ATAS	FASH 100	SEWING FOR FASHION DESIGN I	8/20/2020	8/26/2020	
ATAS	FASH 101	INTRODUCTION TO FASHION CAREERS	8/20/2020	8/26/2020	
ATAS	FASH 110	CONTEMPORARY CLOTHING CONSTRUCTION	8/20/2020	8/26/2020	
		SEWING FOR FASHION			
ATAS	FASH 111	DESIGN II	8/20/2020	8/26/2020	
	FASH	BEGINNING CLOTHING			
XE	110XA	CONSTRUCTION (EI)	8/20/2020		Emergency Only
ATAS	FASH 120	TAILORING	8/20/2020	8/26/2020	
XE	FASH 124X	WEARBLE ART (EI)	8/20/2020	8/26/2020	Emergency Only
ATAS	FASH 130	FLAT PATTERN FASHION	8/20/2020	8/26/2020	
		CAD PATTERNMAKING			
ATAS	FASH 131	WITH TUKATECH	8/20/2020	8/26/2020	
ATAS	FASH 136	APPAREL DESIGN	8/20/2020	8/26/2020	
ATAS	FASH 141	APPAREL SELECTION	8/20/2020	8/26/2020	
ATAS	FASH 148	VISUAL MERCHANDISING	8/20/2020	8/26/2020	
		THE DIGITAL FASHION			
ATAS	FASH 155	IMAGE	8/20/2020	8/26/2020	
		DESIGNING AND CONSTRUCTING KNITWEAR,			
ATAS	FASH 206	ACTIVEWEAR, SWIMWEAR	8/20/2020	8/26/2020	
ATAS	FASH 207	ECO-FRIENDLY FASHION TOUR	8/20/2020	8/26/2020	
		FASHION SEWING	, -, -==	, :, :===	
ATAS	FASH 112	ADVANCED	8/20/2020	8/26/2020	
ATAS	FASH 113	COUTURE SEWING	8/20/2020	8/26/2020	
		FASHION TRENDS AND	· · ·		
ATAS	FASH 144	CULTURAL COSTUMES	8/20/2020	8/26/2020	

		• • • • • • • • • • • • • • • • • • • •	•		
		ADVANCED DRESSMAKING			
ATAS	FASH 211	AND CUSTOM SEWING	8/20/2020	8/26/2020	
ATAS	FASH 212	CONSTRUCTION LAB	8/20/2020	8/26/2020	Emergency Only
ATAS	FASH 213	DESIGNER'S LAB	8/20/2020	8/26/2020	Emergency Only
ATAS	FASH 214	COUTURE LAB	8/20/2020	8/26/2020	
ATAS	FASH 216	COSTUMER'S LAB	8/20/2020	8/26/2020	
		FOOTWEAR DESIGN AND			
ATAS	FASH 217	CONSTRUCTION	8/20/2020	8/26/2020	
ATAS	FASH 220	TAILOR'S LAB	8/20/2020	8/26/2020	
		ADVANCED PATTERN AND			
ATAS	FASH 234	DESIGN TECHNIQUES	8/20/2020	8/26/2020	
		DESIGNING FOR A CAUSE			
		AND SUSTAINABLE			
ATAS	FASH 251	FASHION	8/20/2020	8/26/2020	
		FASHION IN SOUTHERN			
ATAS	FASH 254	CALIFORNIA	8/20/2020	8/26/2020	
ATAS	FN 101	CULINARY PRINCIPLES I	8/20/2020	8/26/2020	
ATAS	FN 164	SPORTS NUTRITION	8/20/2020	8/26/2020	Emergency Only
		CAREERS IN NUTRITION			
ATAS	FN 165	AND DIETETICS	8/20/2020	8/26/2020	
		NUTRITION FOR CULINARY			
ATAS	FN 205	PROFESSIONALS	8/20/2020	8/26/2020	
ATAS	FN 220	FRENCH BISTRO CUISINE	8/20/2020	8/26/2020	
ATAS	FN 227	MEDITERRANEAN CUISINE	8/20/2020	8/26/2020	
		TECHNIQUES OF HEALTHY			
ATAS	FN 232	COOKING	8/20/2020	8/26/2020	
ATAS	FN 244	BAKING FUNDAMENTALS I	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO			
ATAS	FN 246	CULINARY ARTS	8/20/2020	8/26/2020	
ATAS	FN 285	PERSONAL CHEF	8/20/2020	8/26/2020	
ATAS	FN 286	SUGAR CONFECTIONERY	8/20/2020	8/26/2020	
		CHOCOLATE			
ATAS	FN 287	CONFECTIONERY	8/20/2020	8/26/2020	
		ADVANCED BAKING AND			
ATAS	FN 288	PASTRY	8/20/2020	8/26/2020	
		INTRODUCTION TO SCREEN			
ATAS	GC 63	PRINTING	8/20/2020	8/26/2020	
		INTRODUCTION TO			
		GRAPHIC			
ATAS	GC 101	COMMUNICATION	8/20/2020	8/26/2020	
		ADVANCED SCREEN			
ATAS	GC 106	PRINTING	8/20/2020	8/26/2020	
ATAS	GC 195	GRAPHICS STUDIO	8/20/2020	8/26/2020	

		BEGINNING GRAPHIC			
A T A C	GD 140	DESIGN	0/20/2020	0/26/2020	
ATAS	GD 140	GRAPHIC RENDERING	8/20/2020	8/26/2020	
A T A C	CD 141		0/20/2020	0/26/2020	
ATAS	GD 141	TECHNIQUES	8/20/2020	8/26/2020	
ATAS	GD 142	PACKAGE DESIGN	8/20/2020	8/26/2020	
ATAS	GD 144	TYPOGRAPHY	8/20/2020	8/26/2020	
ATAS	GD 199	DIGITAL ILLUSTRATION II PHYSICAL GEOGRAPHY	8/20/2020	8/26/2020	
SBS	GEOG 1L	LABORATORY	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO GEOGRAPHIC INFORMATION SYSTEMS			
SBS	GEOG 110	(GIS)	8/20/2020	8/26/2020	
	010.4.40	INTRODUCTION TO GEOGRAPHIC INFORMATION SYSTEMS	0/00/0000	0/05/0000	
SBS	GIS 110	(GIS)	8/20/2020	8/26/2020	
		INTRODUCTION TO GLOBAL			
SBS	GLST 1	STUDIES	8/20/2020	8/26/2020	
LA	HEBR 2	ELEMENTARY HEBREW	8/20/2020	8/26/2020	
		PERSPECTIVES OF PEACE			
SBS	HIST 11	STUDIES	8/20/2020	8/26/2020	
SBS	HIST 15	THE VIETNAM WAR WESTERN CIVILIZATION	8/20/2020	8/26/2020	
XE	HIST 205X	SINCE 1648 (EI)	8/20/2020	8/26/2020	Emergency Only
XE	HIST 275X	CONTEMPORARY MIDDLE EAST (EI) HEALTH AND FITNESS FOR	8/20/2020	8/26/2020	Emergency Only
XE	HI TH 503	THE OLDER ADULT (EI)	8/20/2020	8/26/2020	Emergency Only
\	1.2111 303	HEALTHY AGING FOR THE	0, 20, 2020	0, 20, 2020	c.gency only
XE	HLTH 504	OLDER ADULT (EI)	8/20/2020	8/26/2020	Emergency Only
	712111 304	PLANT MATERIALS-	3, 20, 2020	3, 20, 2020	Lineigency Offig
ATAS	HORT 10	ORNAMENTAL	8/20/2020	8/26/2020	
7173	1101(110	OUAUMENTAL	5/ 20/ 2020	3/ 20/ 2020	
ATAS	HORT 11	PLANT MATERIALS-EDIBLES	8/20/2020	8/26/2020	
, , , , ,	1101(111	INTRODUCTION TO URBAN	0, 20, 2020	0, 20, 2020	
ATAS	HORT 110	FARMING	8/20/2020	8/26/2020	
7173	1101(1110	INTRODUCTION TO	0, 20, 2020	0, 20, 2020	
ATAS	HORT 111	PERMACULTURE	8/20/2020	8/26/2020	
ATAS	HORT 112	PLANT PROPAGATION	8/20/2020	8/26/2020	
7173	HONI 112	IRRIGATION DESIGN	0/20/2020	0/20/2020	
ATAS	HORT 116	FUNDAMENTALS	8/20/2020	8/26/2020	
AIAS	UOVI 110		0/20/2020	0/20/2020	
ATAS	HORT 120	INTEGRATED PEST MANAGEMENT	8/20/2020	8/26/2020	

		THE SUSTAINABLE			
ATAS	HORT 138	LANDSCAPE	9/20/2020	8/26/2020	
ATAS	HOK1 136	INTRODUCTION TO DESIGN	8/20/2020	8/20/2020	
ATAS	HORT 142	TECHNOLOGY	9/20/2020	9/26/2020	
ATAS	HUKI 142	TECHNOLOGY	8/20/2020	8/26/2020	
		LANDSCADE DESIGN			
A T A C	LIODT 1.4C	LANDSCAPE DESIGN	0/20/2020	0/26/2020	
ATAS	HORT 146	PORTFOLIO DEVELOPMENT	8/20/2020	8/26/2020	
A T A C	LIODT 220	INTRODUCTION TO	0/20/2020	0/26/2020	
ATAS	HORT 238	WELLNESS GARDENING	8/20/2020	8/26/2020	
		MULTICULTURAL AND			
LICLIC	110 121	DIVERSE POPULATIONS IN	0/20/2020	0/26/2020	
HSHS	HS 131	THE UNITED STATES	8/20/2020	8/26/2020	
		JUVENILE VIOLENCE,			
LICLIC	LIC 407	GANGS, AND	0/20/2020	0/26/2020	
HSHS	HS 187	VICTIMIZATION	8/20/2020	8/26/2020	
LICLIC	UCC 227	PEDIATRIC ADVANCED LIFE	0/20/2020	0/26/2020	
HSHS	HSC 227	SUPPORT	8/20/2020	8/26/2020	
		MANAGEMENT OF			
116116	1166 204	AGGRESSIVE BEHAVIOR IN	0/20/2020	0/26/2020	
HSHS	HSC 291	HEALTHCARE SETTINGS	8/20/2020	8/26/2020	Face are an end of the
KNES	IA 1	MEN'S FOOTBALL	8/20/2020	8/26/2020	Emergency Only
KNIEC	14.20	WOMEN'S SPORTS OFF	0/20/2020	0/26/2020	1.5 units; Emergency
KNES	IA 20	SEASON TRAINING	8/20/2020	8/26/2020	Only
KNIEC	14.20	MEN'S SPORTS OFF SEASON	0/20/2020	0/26/2020	1.5 units; Emergency
KNES	IA 30	TRAINING	8/20/2020	8/26/2020	Only
A T A C	ID 111	INTERIOR DESIGN STUDIO I	0/20/2020	0/26/2020	
ATAS	וחודו	BEGINNING DRAFTING FOR	8/20/2020	8/26/2020	
ATAS	ID 112	INTERIORS	8/20/2020	8/26/2020	
ATAS	ID 112	APPLIED COLOR AND	8/20/2020	8/20/2020	
		DESIGN THEORY FOR			
A T A C	ID 114	INTERIOR DESIGN	8/20/2020	9/26/2020	
ATAS	10 114	INTERIOR DESIGN	8/20/2020	8/26/2020	
ATAS	ID 115	CAD FOR INTERIOR DESIGN	8/20/2020	8/26/2020	
ATAS	10 113	INTERIOR MATERIALS AND	8/20/2020	8/20/2020	
ATAS	ID 116	PRODUCTS	8/20/2020	8/26/2020	
ATAS	ID 110	SPACE PLANNING	8/20/2020	8/26/2020	
אואט	וט דקד	INTERIOR DESIGN	0/ 20/ 2020	0/20/2020	
ATAS	ID 123	ILLUSTRATION	8/20/2020	8/26/2020	
7173	10 123	ILLOSTIATION	0/ 20/ 2020	0/20/2020	
ATAS	ID 126	INTERIOR DESIGN STUDIO II	8/20/2020	8/26/2020	
		CODES AND	· •		
		SPECIFICATIONS FOR			
ATAS	ID 132	INTERIOR DESIGN	8/20/2020	8/26/2020	
	-1	1			·

		ADVANCED CAD FOR			
ATAS	ID 134	INTERIOR DESIGN	8/20/2020	8/26/2020	
ATAS	ID 215	KITCHEN DESIGN	8/20/2020	8/26/2020	
LA	JA 1	ELEMENTARY JAPANESE	8/20/2020	8/26/2020	
LA	JA 901	JAPANESE LANGUAGE LAB	8/20/2020	8/26/2020	
LA	JRN 125	MAGAZINE JOURNALISM	8/20/2020	8/26/2020	
		ADAPTED STRENGTH			
KNES	KNEA 1	TRAINING	8/20/2020	8/26/2020	Emergency Only
		ADAPTED STRETCHING AND			
KNES	KNEA 4	CORE TRAINING	8/20/2020	8/26/2020	Emergency Only
KNES	KNES 3	CIRCUIT WEIGHT TRAINING	8/20/2020	8/26/2020	1 unit; Emergency Only
		STRETCHING, FLEXIBILITY,			
KNES	KNES 9	AND CONDITIONING	8/20/2020	8/26/2020	Emergency Only
KNES	KNES 10	CROSS TRAINING	8/20/2020	8/26/2020	1 unit
		INTERMEDIATE MAT			
KNES	KNES 38	PILATES	8/20/2020	8/26/2020	1 unit
		SWIMMING FOR			
KNES	KNES 41	NONSWIMMERS	8/20/2020	8/26/2020	1 unit
KNES	KNES 42	INTERMEDIATE SWIMMING	8/20/2020	8/26/2020	1 unit
		ADVANCED SWIMMING			
KNES	KNES 43	AND DIVING	8/20/2020	8/26/2020	1 unit
KNES	KNES 44	AQUATIC CONDITIONING	8/20/2020	8/26/2020	1 unit
KNES	KNES 62	PHILOSOPHY OF YOGA	8/20/2020	8/26/2020	
		INTRODUCTION TO MAT			
KNES	KNES 65	PILATES	8/20/2020	8/26/2020	1 unit
KNES	KNES 66	CORE TRAINING	8/20/2020	8/26/2020	1 unit
KNES	KNES 90	BEGINNING SELF-DEFENSE	8/20/2020	8/26/2020	
		INTERMEDIATE SELF-			
KNES	KNES 91	DEFENSE	8/20/2020	8/26/2020	
KNES	KNES 199	STREET MARTIAL ARTS	8/20/2020	8/26/2020	
KNES	KNES 402	MYTHOLOGY OF YOGA	8/20/2020	8/26/2020	
		HONORS ADVANCED			
		INFORMATION			
		COMPETENCY, ONLINE			
OELR	LIB 2H	SEARCHING	8/20/2020	8/26/2020	
		MEDICAL OFFICE			
		CERTIFICATION			
HSHS	MA 200	PREPARATION AND REVIEW	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO			
HSHS	MA 206	MEDICAL ASSISTING	8/20/2020	8/26/2020	Emergency Only

		PHYSICAL-EXAMINATION			
LICLIC	NAA 211D	PROCEDURES	9/20/2020	9/26/2020	Emorgonou Only
HSHS	MA 211B	PROCEDURES	8/20/2020	8/26/2020	Emergency Only
		MEDICAL OFFICE			
LICLIC	N4A 242D	MEDICAL OFFICE	0/20/2020	0/26/2020	Emanage and Only
HSHS	MA 212B	LABORATORY PROCEDURES	8/20/2020	8/26/2020	Emergency Only
		MEDICATION			
116116	N 4 A 2 4 4 D	ADMINISTRATION	0/20/2020	0/26/2020	F 0.1
HSHS	MA 214B	PROCEDURES	8/20/2020	8/26/2020	Emergency Only
		MEDICAL ASSISTING			
LICLIC	NAA 247A	CLINICAL EXPERIENCE	0/20/2020	0/26/2020	Emanus on Only
HSHS	MA 217A	ADMINISTRATIVE	8/20/2020	8/26/2020	Emergency Only
		MEDICAL ASSISTING			
		CLINICAL EXPEREINCE	0 /00 /000	0 /0 5 /0 00 0	
HSHS	MA 217B	CLINICAL	8/20/2020	8/26/2020	Emergency Only
		MEDICAL ASSISTING			
		CLINICAL EXPERIENCE	0 /00 /000	0/06/0000	
HSHS	MA 217C	COMPREHENSIVE	8/20/2020	8/26/2020	Emergency Only
		ELECTROCARDIOGRAPHY			
		FOR THE MEDICAL	0.400.40000	0 /0 0 /0 000	
HSHS	MA 218B	ASSISTANT	8/20/2020	8/26/2020	Emergency Only
		BASICS OF MEDICAL			
		INSURANCE, BILLING AND	- 1 1		
HSHS	MA 224A	REIMBURSEMENT	8/20/2020	8/26/2020	Emergency Only
		FUNDAMENTALS OF	- 1 1		
HSHS	MA 282	MEDICAL PRACTICE CODING	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO THE			
		CLINICAL LABORATORY	- 1 1		
HSHS	MLT 210	PROFESSION	8/20/2020	8/26/2020	
		BASIC LABORATORY			
HSHS	MLT 211	PROCEDURES	8/20/2020	8/26/2020	
		3D CMPUTER AIDED			
ATAS	MFG 204	DESIGN – SOLIDWORKS	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO			
MSE	MS 20	OCEANOGRAPHY	8/20/2020	8/26/2020	Emergency Only
			0 10 - 1	0 10 5 15 5 5	
ATAS	MST 201	MARLINSPIKE SEAMANSHIP	8/20/2020	8/26/2020	
ATAS	MST 212	CELESTIAL NAVIGATION	8/20/2020	8/26/2020	
		INTERMEDIATE OCEAN		- 4	
ATAS	MST 214A		8/20/2020	8/26/2020	
FAMT	MUS 11	HARMONY II	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 15	MUSIC COMPOSITION	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO WORLD	- 4		
FAMT	MUS 23	MUSIC	8/20/2020	8/26/2020	

		CINCINIO CO CIETTA	0./00./0000	0/06/0000	- 0.1
FAMT	MUS 32	SINGING SOCIETY	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 33	MASTERWORKS CHORALE	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 34	EARLY MUSIC ENSEMBLE	8/20/2020	8/26/2020	Emergency Only
		MEN'S AND WOMEN'S			
XE	MUS 34X	CHORAL – BARBERSHOP (EI)	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 35	CONTEMPORARY CHOIR	8/20/2020	8/26/2020	Emergency Only
		COMMERCIAL MUSIC			
FAMT	MUS 39	ENSEMBLE I	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 42	SYMPHONIC ORCHESTRA	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 43	STRING ORCHESTRA	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 46	JAZZ IMPROVISATION I	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 54A	BEGINNING PIANO I	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 54B	BEGINNING PIANO II	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 55A	INTERMEDIATE PIANO I	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 55B	INTERMEDIATE PIANO II	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 56	ADVANCED PIANO	8/20/2020	8/26/2020	Emergency Only
		PIANO REPERTOIRE AND			
		PERFORMANCE			
FAMT	MUS 58	PROCEDURES	8/20/2020	8/26/2020	Emergency Only
		BEGINNING CLASSICAL			
FAMT	MUS 60	GUITAR	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE CLASSICAL			
FAMT	MUS 61	GUITAR	8/20/2020	8/26/2020	Emergency Only
		ADVANCED CLASSICAL			
FAMT	MUS 62	GUITAR	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 64	PIANO ENSEMBLE	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 65	PIANO ACCOMPANYING	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 75	STRING LITERATURE	8/20/2020		Emergency Only
FAMT	MUS 80	BEGINNING VOICE	8/20/2020	8/26/2020	Emergency Only
XE	MUS 80X	VOICE AND RHYTHMS (EI)	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 81	INTERMEDIATE VOICE	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO			
		HARPSICHORD TECHNIQUE			
FAMT	MUS 86	AND LITERATURE	8/20/2020	8/26/2020	Emergency Only
				. ,	<u> </u>
		HARPSICHORD LITERATURE			
		AND TECHNIQUE III -EARLY			
FAMT	MUS 88	INTERMEDIATE	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 92	MUSICIANSHIP I	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 93	MUSICIANSHIP II	8/20/2020	8/26/2020	Emergency Only
. ,	.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		3, 20, 2020	3, 23, 2020	ergerie, omy

		ORGAN TECHNIQUE AND			
		LITERATURE CLASS LATE			
FAMT	MUS 97	BEGINNING	8/20/2020	8/26/2020	Emergency Only
		IMPROVISED MUSIC IN A			
FAMT	MUS 140	JAZZ COMBO	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 150	BASIC ENSEMBLE I	8/20/2020	8/26/2020	Emergency Only
		EMSEMBLE TECHNIQUES			
		FOR PROFESSIONAL			
FAMT	MUS 153	MUSICIANS II	8/20/2020	8/26/2020	Emergency Only
		ENSEMBLE TECHNIQUES			
		FOR PROFESSIONAL			
FAMT	MUS 154	MUSICIANS III	8/20/2020	8/26/2020	Emergency Only
		ADVANCED PIANO			
FAMT	MUS 156	PEDAGOGY	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 171	BASIC GUITAR	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 173	INTERMEDIATE GUITAR	8/20/2020	8/26/2020	Emergency Only
		BEGINNING PIANO			
FAMT	MUS 178	PEDAGOGY	8/20/2020	8/26/2020	Emergency Only
		INTERMEDIATE PIANO			
FAMT	MUS 179	PEDAGOGY	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 182	SOUL MUSIC ENSEMBLE	8/20/2020	8/26/2020	Emergency Only
FAMT	MUS 190	JAZZ IMPROVISATION II	8/20/2020	8/26/2020	Emergency Only
		REHEARSAL AND			
		PERFORMANCE			
FAMT	MUS 195	(INSTRUMENTAL)	8/20/2020	8/26/2020	Emergency Only
		REHEARSAL AND			
		PERFORMANCE (JAZZ			
FAMT	MUS 197	STUDIES)	8/20/2020	8/26/2020	Emergency Only
XE	MUS 290X	CHORAL ENSEMBLE (EI)	8/20/2020	8/26/2020	Emergency Only
HSHS	N 170	NURSING PROCESS	8/20/2020	8/26/2020	Emergency Only
HSHS	N 171	MENTAL HEALTH NURSING	8/20/2020	8/26/2020	Emergency Only
		MEDICAL-SURGICAL			
HSHS	N 172	NURSING	8/20/2020	8/26/2020	
		NURSING CARE OF			
HSHS	N 173	CHILDREN AND FAMILIES	8/20/2020	8/26/2020	Emergency Only
		WOMEN'S HEALTH			
HSHS	N 174	NURSING	8/20/2020	8/26/2020	
HSHS	N 176	ADVANCED NURSING	8/20/2020	8/26/2020	
		SUCCESS STRATEGIES IN			
HSHS	N 202	NURSING	8/20/2020	8/26/2020	Emergency Only
LA	PHIL 10	WORLD RELIGIONS	8/20/2020	8/26/2020	
LA	PHIL 15	INTRODUCTION TO ETHICS	8/20/2020	8/26/2020	

		INTRODUCTION TO			
XE		PHILOSOPHY (EI)	8/20/2020		Emergency Only
FAMT	PHOT 50	DIGITAL PHOTOGRAPHY I	8/20/2020	8/26/2020	
	PHOT	BEGINNING DIGITAL			
XE	50XA	PHOTOGRAPHY (EI)	8/20/2020	8/26/2020	Emergency Only
	PHOT	INTERMEDIATE DIGITAL			
XE	50XB	PHOTOGRAPHY (EI)	8/20/2020	8/26/2020	Emergency Only
MSE	PHYS 2A	INTRODUCTION TO PHYSICS	8/20/2020	8/26/2020	Emergency Only
MSE	PHYS 4A	GENERAL PHYSICS	8/20/2020	8/26/2020	Emergency Only
MSE	PHYS 4B	GENERAL PHYSICS	8/20/2020	8/26/2020	Emergency Only
MSE	PHYS 4BC	GENERAL PHYSICS	8/20/2020	8/26/2020	Emergency Only
		THE IDEAS AND EVENTS OF		, ,	0 , ,
MSE	PHYS 20	PHYSICS	8/20/2020	8/26/2020	Emergency Only
HSHS	PM 220	PARAMEDIC THEORY	8/20/2020	8/26/2020	Emergency Only
		PARAMEDIC CLINICAL			- 6 7 - 7
HSHS	PM 230	EXPERIENCE	8/20/2020	8/26/2020	Emergency Only
		PARAMEDIC FIELD			0 , ,
HSHS	PM 240	INTERNSHIP	8/20/2020	8/26/2020	
		INTRODUCTION TO			
LA	PRSN 21	PERSIAN CULTURE	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO			- 6 7 - 7
SBS	PS 4	POLITICAL SCIENCE	8/20/2020	8/26/2020	Emergency Only
			· ·		<u> </u>
SBS	PS 10H	HONORS POLITICAL THEORY	8/20/2020	8/26/2020	Emergency Only
		INTERNATIONAL POLITICAL			<u> </u>
SBS	PS 11	ECONOMY	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO			
SBS	PS 80	CONTEMPORARY AFRICA	8/20/2020	8/26/2020	Emergency Only
		CURRENT ISSUES IN			
XE	PS 214X	GOVERNMENT (EI)	8/20/2020	8/26/2020	Emergency Only
		INTRODUCTION TO			
SBS	PSYC 1	PSYCHOLOGY	8/20/2020	8/26/2020	
		HONORS INTRODUCTION			
SBS	PSYC 1H	TO PSYCHOLOGY	8/20/2020	8/26/2020	
		RESEARCH METHODS IN			
SBS	PSYC 2	PSYCHOLOGY	8/20/2020	8/26/2020	Emergency Only
		HONORS RESEARCH			
SBS	PSYC 2H	METHODS IN PSYCHOLOGY	8/20/2020	8/26/2020	Emergency Only
SBS	PSYC 3	BIOLOGICAL PSYCHOLOGY	8/20/2020	8/26/2020	
		PSYCHOLOGICAL ASPECTS			
SBS	PSYC 5	OF HUMAN SEXUALITY	8/20/2020	8/26/2020	

		1			
		DEVELOPMENTAL			
		PSYCHOLOGY – CHILDHOOD			
SBS	PSYC 7	THROUGH ADOLESCENCE	8/20/2020	8/26/2020	
SBS	PSYC 37	ABNORMAL BEHAVIOR	8/20/2020	8/26/2020	
BS		REAL ESTATE ECONOMICS	8/20/2020		
B3	RE 178		8/20/2020	8/26/2020	
DC	חב אבר	REAL ESTATE LICENSE	0/20/2020	0/26/2020	
BS	RE 255	PREPARATION	8/20/2020	8/26/2020	
CDC	606411	HONORS INTRODUCTION	0/20/2020	0/26/2020	F O I
SBS	SOC 1H	TO SOCIOLOGY	8/20/2020	8/26/2020	
LA	SPAN 4	INTERMEDIATE SPANISH	8/20/2020	8/26/2020	Emergency Only
		INITEDA AEDIA TE			
		INTERMEDIATE	- 1 1		
LA	SPAN 10	CONVERSATIONAL SPANISH	8/20/2020	8/26/2020	Emergency Only
		CIVILIZATION OF LATIN	- 1 1		
LA	SPAN 21A	AMERICA THROUGH 1900	8/20/2020	8/26/2020	Emergency Only
		HISPANIC CULTURE AND			
		LITERATURE IN THE UNITED			
LA	SPAN 21C	STATES	8/20/2020	8/26/2020	Emergency Only
	SPAN	BEGINNING PRACTICAL			
XE	230X	SPANISH (EI)	8/20/2020	8/26/2020	Emergency Only
	SPAN	INTERMEDIATE PRACTICAL			
XE	231X	SPANISH (EI)	8/20/2020	8/26/2020	Emergency Only
	SPAN	ADVANCED PRACTICAL			
XE	232X	SPANISH (EI)	8/20/2020	8/26/2020	Emergency Only
		ALTERNATIVE LEARNING			
SESP	SPS 115	STRATEGIES	8/20/2020	8/26/2020	
		SUCCESS STRATEGIES FOR			
SESP	SPS 316	BASIC SKILLS	8/20/2020	8/26/2020	
		BASIC COMPUTATIONAL			
SESP	SPS 325	SKILLS	8/20/2020	8/26/2020	Emergency Only
		ADAPTED COMPUTER			
SESP	SPS 360	ACCESS LAB	8/20/2020	8/26/2020	Emergency Only
		FUNDAMENTALS OF			
FAMT	TA 1	ACTING	8/20/2020	8/26/2020	Emergency Only
FAMT	TA 2	SCENE STUDY I	8/20/2020	8/26/2020	Emergency Only
		BEGINNING SCENE STUDY			
XE	TA 2X	(EI)	8/20/2020	8/26/2020	Emergency Only
FAMT	TA 3	SCENE STUDY II	8/20/2020	8/26/2020	Emergency Only
		REHEARSAL AND			
FAMT	TA 15	PERFORMANCE - DRAMA	8/20/2020	8/26/2020	Emergency Only
		REHEARSAL AND			
FAMT	TA 16	PERFORMANCE - COMEDY	8/20/2020	8/26/2020	Emergency Only
FAMT	TA 35	VOICE AND DICTION	8/20/2020	8/26/2020	Emergency Only

		A CTINIC FOR TELEVICION			
	TA 100	ACTING FOR TELEVISION AND FILM	0/20/2020	0/26/2020	Emorgonou Only
FAMT	TA 190		8/20/2020	8/26/2020	Emergency Only
		WORLD DESTINATIONS AND			
A T A C	TOUR 252	RESORTS—WESTERN	0/20/2020	0 /0 6 /0000	
ATAS	TOUR 252	HEMISPHERE	8/20/2020	8/26/2020	
		AIRLINE COMPUTER	0 /0 0 /0 0 0	0 /0 0 /0 00 0	
ATAS	TOUR 259	TRAINING	8/20/2020	8/26/2020	
_		ADVANCED AIRLINE			
ATAS	TOUR 260	COMPUTER TRAINING	8/20/2020	8/26/2020	
_		AUTOMOTIVE			
ATAS	AUTO 100	FUNDAMENTALS	9/3/2020	9/9/2020	Emergency Only
		PERFORMANCE-FUEL AND			
ATAS	AUTO 103	EMISSIONS SYSTEMS	9/3/2020	9/9/2020	Emergency Only
	AUTO				
ATAS	104A	AUTOMOTIVE ENGINES	9/3/2020	9/9/2020	Emergency Only
MSE	CHEM 12A	ORGANIC CHEMISTRY	9/3/2020	9/9/2020	Emergency Only
MSE	CHEM 12B	ORGANIC CHEMISTRY	9/3/2020	9/9/2020	Emergency Only
		GRAPHIC RENDERING			
FAMT	ART 141	TECHNIQUES	9/17/2020	9/23/2020	
FAMT	ART 142	PACKAGE DESIGN	9/17/2020	9/23/2020	
FAMT	ARTH 27	HISTORY OF AMERICAN ART	9/17/2020	9/23/2020	
		AUTOMOTIVE POWER			
ATAS	AUTO 105	TRAIN	9/17/2020	9/23/2020	Emergency Only
	AUTO	AUTOMOTIVE SUSPENSION			
ATAS	106A	AND ALIGNMENT	9/17/2020	9/23/2020	Emergency Only
		ADVANCED AUTOMOTIVE			
ATAS	AUTO 201	ELECTRICAL	9/17/2020	9/23/2020	Emergency Only
		AUTOMOTIVE			
		ENGINEERING			
ATAS	AUTO 207	FUNDAMENTALS	9/17/2020	9/23/2020	Emergency Only
		ALTERNATIVE PROPULSION			
ATAS	AUTO 220	SYSTEMS	9/17/2020	9/23/2020	Emergency Only
		AUTOMOTIVE SERVICE			
ATAS	AUTO 227	MANAGEMENT	9/17/2020	9/23/2020	Emergency Only
ATAS	AUTO 229	DIESEL TECHNOLOGY	9/17/2020	9/23/2020	Emergency Only
		ADVANCED SPREADSHEETS -			
BS	CIMA 204	EXCEL	9/17/2020	9/23/2020	
		WEB DIGITAL MEDIA-			
		PHOTOSHOP AND INTRO			
BS	CIMW 134	VIDEO EDITING	9/17/2020	9/23/2020	
	1	·	<u> </u>		1

		SURVEY OF WESTERN			
XE	EHST 503	HISTORY SINCE 1648 (EI)	9/17/2020	9/23/2020	
		FUNDAMENTALS OF			
XE	EPHL 503	WESTERN PHILOSOPHY (EI)	9/17/2020	9/23/2020	
		FREETHOUGHT			
		PHILOSOPHY PAST AND			
XE	EPHL 504	PRESENT (EI)	9/17/2020	9/23/2020	
		FUNDAMENTALS OF			
		DESIGN FOR DIGITAL			
XE	EPHO 506	SLIDESHOWS (EI)	9/17/2020	9/23/2020	
		ADVANCED			
LA	ESL 343	PRONUNCIATION	9/17/2020	9/23/2020	
		ADVANCED		- / /	
LA	ESL 343NC	PRONUNCIATION	9/17/2020	9/23/2020	
l	=0.044	IDIOMS AND EXPRESSIONS	0/47/0000	0 /00 /000	
LA	ESL 344	IN AMERICAN ENGLISH	9/17/2020	9/23/2020	
l	ESI 244NG	IDIOMS AND EXPRESSIONS	0/47/0000	0 /00 /000	
LA	ESL 344NC	IN AMERICAN ENGLISH	9/17/2020	9/23/2020	
	ECL 247NG	ADVANCED GRAMMAR	0/47/2020	0 /22 /2020	
LA	ESL 347NC		9/17/2020	9/23/2020	
	ECL 257	GRAMMAR REVIEW FOR	0/47/2020	0 /22 /2020	
LA	ESL 357	COLLEGE	9/17/2020	9/23/2020	
_	ECL SEZNIC	GRAMMAR REVIEW FOR	0/17/2020	0/22/2020	
LA	ESL 357NC	COLLEGE	9/17/2020	9/23/2020	
LA	FSL 802NC	ADVANCED WRITING I LAB	9/17/2020	9/23/2020	Emergency Only
ATAS	FASH 140	FASHION IMAGE	9/17/2020	9/23/2020	Linergency only
	171011 210	FASHION BUYING AND	3, 1, 7, 2020	3,23,232	
ATAS	FASH 143	MERCHANDISING	9/17/2020	9/23/2020	
ATAS	FASH 219	DRESSMAKING LAB	9/17/2020	9/23/2020	
			3, 2, 7, 2020	3/23/2323	
		THE CULTURE OF MEDIEVAL			
LA	HUM 3	AND RENAISSANCE EUROPE	9/17/2020	9/23/2020	
LA	JRN 2	NEWS WRITING	9/17/2020	9/23/2020	
LA	JRN 106	VIDEO JOURNALISM	9/17/2020	9/23/2020	
		BEGINNING WEIGHT	· ·		
KNES	KNES 4	LIFTING	9/17/2020	9/23/2020	1.5 units
		INTERMEDIATE WEIGHT	-		
KNES	KNES 5	LIFTING	9/17/2020	9/23/2020	1 unit
		INTERMEDIATE WEIGHT			
KNES	KNES 5	LIFTING	9/17/2020	9/23/2020	1.5 units
		ADVANCED WEIGHT			
KNES	KNES 6	LIFTING	9/17/2020	9/23/2020	1 unit
MINES	KIVLJ U	LII TIIVO	3, 11, 2020	3,23,2020	± MIIIC

					_
		ADVANCED WEIGHT			
KNES	KNES 6	LIFTING	9/17/2020	9/23/2020	1.5 units
		STRETCHING, FLEXIBILITY,			
KNES	KNES 9	AND CONDITIONING	9/17/2020	9/23/2020	1.5 units
		MUSCLE TONING FOR			
KNES	KNES 31	WOMEN	9/17/2020	9/23/2020	1 unit
KNES	KNES 33	BEGINNING SURFING I	9/17/2020	9/23/2020	
		BEGINNING SURFING II -			
KNES	KNES 34	SHORTBOARDING	9/17/2020	9/23/2020	
KNES	KNES 36	ADVANCED SURFING	9/17/2020	9/23/2020	
KNES	KNES 50	AEROBIC DANCE	9/17/2020	9/23/2020	1.5 units
KNES	KNES 57	PEP SQUAD I	9/17/2020	9/23/2020	
KNES	KNES 58	PEP SQUAD II	9/17/2020	9/23/2020	
KNES	KNES 66	CORE TRAINING	9/17/2020	9/23/2020	1.5 units
KNES	KNES 68	WALKING FOR FITNESS	9/17/2020	9/23/2020	
KNES	KNES 70	BASKETBALL	9/17/2020	9/23/2020	1.5 units
KNES	KNES 71	ADVANCED BASKETBALL	9/17/2020	9/23/2020	1.5 units
LA	ARAB 1	ELEMENTARY ARABIC	10/1/2020	10/7/2020	Emergency Only
LA	ARAB 2	ELEMENTARY ARABIC	10/1/2020	10/7/2020	Emergency Only
LA	ARAB 3	INTERMEDIATE ARABIC	10/1/2020	10/7/2020	Emergency Only
		INTERMEDIATE			
LA	ARAB 10	CONVERSATIONAL ARABIC	10/1/2020	10/7/2020	Emergency Only
LA	CHI 3	INTERMEDIATE CHINESE	10/1/2020	10/7/2020	Emergency Only
LA	CHI 4	INTERMEDIATE CHINESE	10/1/2020	10/7/2020	Emergency Only
		FUNDAMENTALS OF			
XE	EENG 503	CREATIVE WRITING (EI)	10/1/2020	10/7/2020	
		INTRODUCTION TO			
LA	GER 21	GERMAN CULTURE	10/1/2020	10/7/2020	
		HONORS INTRO TO			
SBS	GSS 10H	WOMEN'S STUDIES	10/1/2020	10/7/2020	
		GENDER AND POPULAR			
SBS	GSS 31	CULTURE	10/1/2020	10/7/2020	
		HONORS CULTURE,			
		SCIENCE, SOCIETY –			
OELR	HON 11H	RENAISSANCE	10/1/2020	10/7/2020	
		HONORS CULTURE,			
		SCIENCE, SOCIETY – THE			
OELR	HON 12H	POSTMODERN WORLD	10/1/2020	10/7/2020	
		HONORS CULTURE,			
		SCIENCE, SOCIETY –			
		POWER, RESISTANCE,			
OELR	HON 13H	EMPIRE	10/1/2020	10/7/2020	

		LICALORS CLUTURE		I	T
		HONORS CULTURE,			
		SCIENCE, SOCIETY –			
		TRANSFORMATION OF			
OELR	HON 14H	EMPIRE	10/1/2020	10/7/2020	
		INTRO TO THERAPY AND			
		CAREER EXPLORATION OF			
HSHS	HSC 151	REHABILITATION	10/1/2020	10/7/2020	Emergency Only
		BASIC LIFE SUPPORT-CPR			
	HSC	FOR HEALTHCARE			
HSHS	223NC	PROVIDERS RENEWAL	10/1/2020	10/7/2020	
LA	JA 2	ELEMENTARY JAPANESE	10/1/2020	10/7/2020	Emergency Only
LA	JA 3	INTERMEDIATE JAPANESE	10/1/2020	10/7/2020	Emergency Only
LA	JA 4	INTERMEDIATE JAPANESE	10/1/2020	10/7/2020	Emergency Only
		CARDIOVASCULAR			
KNES	KNES 1	CONDITIONING	10/1/2020	10/7/2020	1.5 units
KNES	KNES 3	CIRCUIT WEIGHT TRAINING	10/1/2020	10/7/2020	1.5 units
KNES	KNES 10	CROSS TRAINING	10/1/2020	10/7/2020	1.5 units
KNES	KNES 35	INTERMEDIATE SURFING	10/1/2020	10/7/2020	
KNES	KNES 50	AEROBIC DANCE	10/1/2020	10/7/2020	1.5 units
		ANATOMY AND			
KNES	KNES 60	FUNDAMENTALS OF YOGA	10/1/2020	10/7/2020	
KNES	KNES 61	TEACHING OF YOGA	10/1/2020	10/7/2020	
		CERTIFIED NURSE			
HSHS	N 422NC	ASSISTANT THEORY	10/1/2020	10/7/2020	
FAMT	ART 9	CERAMICS FUNDAMENTALS	10/15/2020	10/21/2020	Emergency Only
		CERAMICS –			3
FAMT	ART 10	HANDBUILDING I	10/15/2020	10/21/2020	Emergency Only
FAMT	ART 11	CERAMICS – WHEEL I	10/15/2020		Emergency Only
FAMT	ART 12	CERAMICS – WHEEL II	10/15/2020		Emergency Only
FAMT	ART 13	CERAMICS – WHEEL III	10/15/2020		Emergency Only
FAMT	ART 40	2-D FOUNDATIONS	10/15/2020		Emergency Only
		THREE-DIMENSIONAL	-, -, -	. , ,	- 67 - 7
FAMT	ART 41	DESIGN	10/15/2020	10/21/2020	
FAMT	ART 57	WATERCOLOR I	10/15/2020	10/21/2020	
FAMT	ART 58	WATERCOLOR II	10/15/2020	10/21/2020	
FAMT	ART 59	WATERCOLOR III	10/15/2020	10/21/2020	
		INTAGLIO (ETCHING) AND	-, -, -	. , ,	
FAMT	ART 60	RELIEF I	10/15/2020	10/21/2020	Emergency Only
		INTAGLIO (ETCHING) AND		,,	
FAMT	ART 61	RELIEF II	10/15/2020	10/21/2020	Emergency Only
	• •	INTAGLIO (ETCHING) AND			61
FAMT	ART 62	RELIEF III	10/15/2020	10/21/2020	Emergency Only
L	52	· ···	,,,	,,	

		INITEO DI ICTIONI TO CODEEN			
EANAT	ART 63	INTRODUCTION TO SCREEN PRINTING	10/15/2020	10/21/2020	
FAMT FAMT	ART 71	ADDITIVE SCULPTURE	10/15/2020	10/21/2020	
FAMT	ART 72	SUBTRACTIVE SCULPTURE	10/15/2020	· · ·	
					Emergency Only
FAMT	ART 81	DRAWING II DRAWING III	10/15/2020		
FAMT	ART 82	INTAGLIO (ETCHING) AND	10/15/2020	10/21/2020	Emergency Only
FAMT	ART 164	RELIEF IV CERAMICS –	10/15/2020	10/21/2020	Emergency Only
FAMT	ART 216	HANDBUILDING II	10/15/2020	10/21/2020	Emergency Only
.,	7 220	CERAMICS –	10, 10, 2020	20, 22, 2020	zmergency omy
FAMT	ART 217	HANDBUILDING III ART GALLERY DISPLAY AND	10/15/2020	10/21/2020	Emergency Only
FAMT	ARTH 100	EXHIBITION	10/15/2020	10/21/2020	
		INTERCULTURAL			
FAMT	COMM 20	COMMUNICATION	10/15/2020	10/21/2020	Emergency Only
		INTRODUCTION TO ORAL	-, -, -		0 , ,
FAMT	COMM 30	INTERPRETATION	10/15/2020	10/21/2020	Emergency Only
	СОММ		, ,		0 , ,
FAMT	106	FORENSICS ACTIVITY	10/15/2020	10/21/2020	1 unit; Emergency Only
	СОММ		, ,		, , , ,
FAMT	106	FORENSICS ACTIVITY	10/15/2020	10/21/2020	2 units; Emergency Only
	СОММ				, , ,
FAMT	106	FORENSICS ACTIVITY	10/15/2020	10/21/2020	3 units; Emergency Only
FAMT	CTVR 106	VIDEO JOURNALISM	10/15/2020	10/21/2020	
		ENVIRONMENTAL			
ATAS	ENV 23	GEOLOGY	10/15/2020	10/21/2020	
LA	ESL 320NC	BEGINNING MULTISKILLS I	10/15/2020	10/21/2020	
LA	ESL 321NC	BEGINNING MULTISKILLS II	10/15/2020	10/21/2020	Emergency Only
LA	ESL 322NC	BEGINNING CONVERSATION BEGINNING READING AND	10/15/2020		Emergency Only
LA	ESL 325NC	WRITING	10/15/2020	10/21/2020	Emergency Only
		INTERMEDIATE			
LA	ESL 330NC	MULTISKILLS I	10/15/2020	10/21/2020	
		INTERMEDIATE			
LA	ESL 333	PRONUNCIATION	10/15/2020	10/21/2020	
		INTERMEDIATE			
LA	ESL 333NC	PRONUNCIATION	10/15/2020	10/21/2020	
		ACADEMIC SUCCESS			
		STRATEGIES FOR ESL			
LA	ESL 356	STUDENTS	10/15/2020	10/21/2020	

	1	T		1	
		ACADEMIC SUCCESS			
		STRATEGIES FOR ESL			
LA	ESL 356NC	STUDENTS	10/15/2020	10/21/2020	
		LISTENING AND			
		NOTE-TAKING SKILLS FOR			
LA	ESL 358	COLLEGE	10/15/2020	10/21/2020	
		LISTENING AND			
		NOTE-TAKING SKILLS FOR			
LA	ESL 358NC	COLLEGE	10/15/2020	10/21/2020	
		INTRODUCTION TO			
MSE	GEOL 1	PHYSICAL GEOLOGY	10/15/2020	10/21/2020	
		INTRODUCTION TO EARTH			
MSE	GEOL 20	SCIENCE	10/15/2020	10/21/2020	
MSE	GEOL 21	THE SOLAR SYSTEM	10/15/2020	10/21/2020	Emergency Only
		ENVIRONMENTAL			
MSE	GEOL 23	GEOLOGY	10/15/2020	10/21/2020	
KNES	IA 5	MEN'S CROSS COUNTRY	10/15/2020	10/21/2020	Emergency Only
KNES	IA 17	WOMEN'S CROSS COUNTRY	10/15/2020	10/21/2020	Emergency Only
		INTRO TO THERAPY AND			
		CAREER EXPLORATION OF			
KNES	KNEA 151	REHABILITATION	10/15/2020	10/21/2020	Emergency Only
		NURSING CAREPLANS AND			
HSHS	N 280	MAPS	10/15/2020	10/21/2020	Emergency Only
		NURSING			
		COMMUNICATION SKILLS,			
HSHS	N 478NC	PART I	10/15/2020	10/21/2020	Emergency Only
		NURSING			
		COMMUNICATION SKILLS,			
HSHS	N 479NC	PART II	10/15/2020	10/21/2020	Emergency Only
FAMT	PHOT 55	DIGITAL PHOTOGRAPHY II	10/15/2020	10/21/2020	
		INTERMEDIATE			
		PHOTOSHOP AND DIGITAL			
FAMT	PHOT 152	IMAGING	10/15/2020	10/21/2020	
		ALTERNATIVE DIGITAL			
FAMT	PHOT 154	PROCESSES	10/15/2020	10/21/2020	
FAMT	PHOT 157	STUDIO LIGHTING	10/15/2020	10/21/2020	
		HONORS ELEMENTARY			
LA	SPAN 1H	SPANISH	10/15/2020	10/21/2020	Emergency Only
LA	ARAB 901	ARABIC LANGUAGE LAB	10/29/2020	11/4/2020	
LA	ARAB 902	ARABIC LANGUAGE LAB	10/29/2020	11/4/2020	
LA	ARAB 903	ARABIC LANGUAGE LAB	10/29/2020	11/4/2020	
LA		ARABIC LANGUAGE LAB	10/29/2020	11/4/2020	
	1	l.		1	l .

		DAGLO ADOLUTECTUDAL			
	4.0.011.0.4	BASIC ARCHITECTURAL	10/00/0000	44/4/2020	
ATAS	ARCH 34	DESIGN I	10/29/2020	11/4/2020	
		DESCRIPTIVE DRAWING			
ATAS	ARCH 42	AND PERSPECTIVE	10/29/2020	11/4/2020	
		COMPUTER-AIDED			
ATAS	ARCH 51	DRAFTING	10/29/2020	11/4/2020	
	ARCH	ARCHITECTURAL DRAWING			
ATAS	124B	II	10/29/2020	11/4/2020	
	ARCH	ARCHITECTURAL DRAWING			
ATAS	124C	III	10/29/2020	11/4/2020	
		MATERIALS AND METHODS			
ATAS	ARCH 126	OF CONSTRUCTION	10/29/2020	11/4/2020	
		ADVANCED COMPUTER-			
ATAS	ARCH 152	AIDED DESIGN	10/29/2020	11/4/2020	
		BLUEPRINTS PLANS AND			
ATAS	ARCH 161	SPECIFICATION READING	10/29/2020	11/4/2020	
		COMBINATION			
		RESIDENTIAL DWELLING			
ATAS	ARCH 164	INSPECTION	10/29/2020	11/4/2020	
		ELECTRICAL CODE			
ATAS	ARCH 165	INSPECTION	10/29/2020	11/4/2020	
		FOUNDATION STUDIO IN			
ATAS	ARCH 218	ARCHITECTURE	10/29/2020	11/4/2020	
		LOS ANGELES			
ATAS	ARCH 262	ARCHITECTURE	10/29/2020	11/4/2020	Emergency Only
		FUNDAMENTALS OF			
FAMT	ART 70	SCULPTURE	10/29/2020	11/4/2020	
ATAS	DR 23	ENGINEERING GRAPHICS	10/29/2020	11/4/2020	
		COMPUTER-AIDED			
ATAS	DR 51	DRAFTING	10/29/2020	11/4/2020	
		FUNDAMENTALS OF			
		INDUSTRIAL AND			
ATAS	DR 100	MECHANICAL DESIGN	10/29/2020	11/4/2020	
		ENGINEERING			
ATAS	DR 120	TECHNOLOGY	10/29/2020	11/4/2020	
		ADVANCED COMPUTER-			
ATAS	DR 152	AIDED DESIGN	10/29/2020	11/4/2020	
LA	JA 902	JAPANESE LANGUAGE LAB	10/29/2020	11/4/2020	
LA	JA 903	JAPANESE LANGUAGE LAB	10/29/2020	11/4/2020	
LA	JA 904	JAPANESE LANGUAGE LAB	10/29/2020	11/4/2020	
	AESL	ADULT EDUCATION ESL FOR			
CE	720NC	THE WORKPLACE II	11/12/2020	11/18/2020	

		BIOCHEMISTRY AND			
NACE.	DIO 20		44/42/2020	11/10/2020	
MSE	BIO 3C	MOLECULAR BIOLOGY	11/12/2020	11/18/2020	
D.C.	CIMA	OFFICE SKILLS	44/42/2020	44 /40 /2020	
BS	283F	SPREADSHEETS (EXCEL)	11/12/2020	11/18/2020	
		CONTRACTOR AND TENTANCE			
		COMPUTER MAINTENANCE		/ /	
ATAS	CMT 225	AND REPAIR II	11/12/2020	11/18/2020	
		A+ EXAM PREPARATION			
		FOR COMPUTER SERVICE			
ATAS	CMT 235	TECHNICIANS	11/12/2020	11/18/2020	
		COOPERATIVE WORK			
		EXPERIENCE-CINEMA, TV,			
FAMT	CWE 180	RADIO	11/12/2020	11/18/2020	1 unit
		COOPERATIVE WORK			
		EXPERIENCE-CINEMA, TV,			
FAMT	CWE 180	RADIO	11/12/2020	11/18/2020	2 units
		ART OF CERAMIC			
XE	EART 517	DECORATING (EI)	11/12/2020	11/18/2020	Emergency Only
		INTERMEDIATE CERAMICS-			
XE	EART 518	WHEEL (EI)	11/12/2020	11/18/2020	Emergency Only
		INTERMEDIATE LAPIDARY			
XE	EART 523	(EI)	11/12/2020	11/18/2020	Emergency Only
		ADVANCED STAINED GLASS			
XE	EART 525	(EI)	11/12/2020	11/18/2020	Emergency Only
					<u> </u>
XE	EENG 502	NON-FICTION WRITING (EI)	11/19/2020	12/2/2020	
		FOCUS AND MUSCLE			
		STRENGTH FOR OLDER			
XE	EHEA 532	ADULTS (EI)	11/19/2020	12/2/2020	Emergency Only
		BRAIN HEALTH AND	, , , , ,	, , ,	<u> </u>
		WELLNESS FOR OLDER			
XE	EHEA 536	ADULTS (EI)	11/19/2020	12/2/2020	Emergency Only
		CURRENT AND HISTORICAL	,,	, -,	2.61 21
		ANALYSIS OF THE MIDDLE			
XE	EHST 502	EAST (EI)	11/19/2020	12/2/2020	Emergency Only
		SEMICONDUCTOR DEVICES	,,		
ATAS	ET 135	AND CIRCUITS	11/19/2020	12/2/2020	
,		SOUTHERN CALIFORNIA	11, 13, 2020	12, 2, 2020	
MSE	MS 4	COASTAL ECOLOGY	11/19/2020	12/2/2020	Emergency Only
IVIJL	1412 4	CONSTAL LCOLOGI	11/13/2020	12/2/2020	Emergency Only

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for enhanced funding, Y=credit course)
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				DE=distance education
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				Irng 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
				nc, 0 units, 2 hrs lec/3 hrs lab/0 lrng cntr,
			OFFICE SKILLS—MICROSOFT	repeatable 4 times, gr opt SP Noncredit
BS	CIMA 401NC	2230.00	WINDOWS	Graded Pass/SP/No Pass
				nc, 0 units, 2 hrs lec/3 hrs lab/0 lrng cntr,
			WORD PROCESSING –	repeatable 4 times, gr opt SP Noncredit
BS	CIMA 402NC	2225.00	MICROSOFT WORD	Graded Pass/SP/No Pass

				nc, 0 units, 2 hrs lec/3 hrs lab/0 lrng cntr,
				rec prep CIMA 422NC , repeatable 4 times,
			OFFICE SKILLS OUTLOOK	gr opt SP Noncredit Graded Pass/SP/No
BS	CIMA 403NC	2224.00	AND TEAMS	Pass
				nc, 0 units, 2 hrs lec/3 hrs lab/0 lrng cntr,
				rec prep CIMA 401NC and CIMA 422NC,
			SPREADSHEETS – MICROSOFT	repeatable 4 times, gr opt SP Noncredit
BS	CIMA 404NC	2227.00	EXCEL	Graded Pass/SP/No Pass
				nc, 0 units, 2 hrs lec/3 hrs lab/0 lrng cntr,
			MICROSOFT OFFICE 365	rec prep CIMA 401NC and CIMA 422NC,
			APPLICATIONS - ACCESS AND	repeatable 4 times, gr opt SP Noncredit
BS	CIMA 405NC	2229.00	SHAREPOINT	Graded Pass/SP/No Pass
				nc, 0 units, 2 hrs lec/3 hrs lab/0 lrng cntr,
				rec prep CIMA 401NC and CIMA 422NC,
			BUSINESS PRESENTATIONS –	repeatable 4 times, gr opt SP Noncredit
BS	CIMA 408NC	2226.00	MICROSOFT POWERPOINT	Graded Pass/SP/No Pass
				nc, 0 units, .50 hr lec/3 hrs lab/0 lrng cntr,
			KEYBOARDING FOR	repeatable 4 times, gr opt SP Noncredit
BS	CIMA 421NC	2231.00	COMPUTERS - BEGINNING	Graded Pass/SP/No Pass
				nc, 0 units, .50 hr lec/3 hrs lab/0 lrng cntr,
			KEYBOARDING FOR	prereq CIMA 421NC, repeatable 4 times, gr
BS	CIMA 422NC	2232.00	COMPUTERS - INTERMEDIATE	opt SP Noncredit Graded Pass/SP/No Pass
	DANC 684			nc, 1 unit/0.5 hr lec/1.5 hrs lab/0 hr lrng
KNES	(184)	2228.00	MIDDLE EASTERN DANCE	cntr, non-repeatable
				nc, 1 unit/1 hr lec/0 hr lab/0 hr lrng cntr,
KNES	KNES 405	2233.00	EXPLORING THE YOGA SUTRAS	non-repeatable

New <u>Film, Television, and Electronic Media</u> Associate in Science for Transfer

The Associate in Science in Film, Television, and Electronic Media for Transfer Degree offered by the Cinema-Television-Radio Department provides students with the knowledge, skills, and hands-on experience needed for transfer preparation. The program introduces students to various types of media production including film, television, audio, and video editing as well as media studies. The coursework lays the foundation for students who intend to transfer into CSU majors, such as Cinema and Television Arts, Film and Electronic Arts, or Film and Media Studies. The potential careers students may enter upon completion of the program include film/TV producing, directing, cinematography, video editing, sound design, visual effects, production design, and radio announcing.

Students who complete the AS-T Degree program will receive priority admission to the California State University system, though admission to a specific campus is not guaranteed.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Apply skills and knowledge required to be successful in media production.
- Produce a demo reel which can showcase their skills and knowledge.
- Describe the technical, cultural and economic history and trends of radio, television or film.
- <u>Demonstrate readiness to further their education and transfer to a four-year institution.</u>

Graduation Requirements

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

- 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).
 - 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: Select two (6 units)

Course ID	Title	Units
CTVR 1	Mass Media and Society	3
<u>or</u>		
JRN 1	Mass Media and Society	3
CTVR 4	Cinematic Storytelling	3
CTVR 40	Television and Film Scriptwriting I	3

<u>Li:</u>	st A: Select o	ne from each area (6 units)	
<u>A</u>	<u>rea 1: Audio</u>		
	CTVR 110	Audio Production	3
	CTVR 111*	Audio and Sound Design for Television	
		and Film	3
	CTVR 113*	Radio Broadcasting	3
4	Area 2: Video	or Film Production	
	CTVR 31*	Film Production I	<u>3</u>
	CTVR 124*	Television Production I	3
	CTVR 101	Video Production Basics	<u>3</u>
	st B: Select o units)	ne or any course not already used abo	<u>ove</u>
	CTVR 2	History and Appreciation of Television	
		<u>Broadcasting</u>	3
	CTVR 3	The History and Appreciation of	
		American Cinema	3
	CTVR 100	Introduction to Cinema, Television, and	
		Radio	<u>3</u>
	st C: Select o units)	ne or any course not already used abo	<u>ove</u>
	CTVR 32*	Film Production II	3
	CTVR 42*	Television and Film Directing	<u>3</u>
	CTVR 104	Cold Reading and Interview Techniques	<u>3</u>
	CTVR 125*	Television Production II	<u>3</u>
	CTVR 129*	Documentary Production	3
	CTVR 140*	Television and Film Scriptwriting II	3
	CTVR 151	Non-Linear Editing I	<u>3</u>
	CTVR 191	Voice-Over and Announcing	3

Total Units for the Major 18

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

New

<u>General Studies - Interdisciplinary Studies</u> <u>Associate of Arts</u>

The General Studies Associate of Arts with an area of emphasis in Interdisciplinary Studies provides an opportunity for students to design a program of study meaningful and appropriate to their own needs and academic interests. This degree, which is multidisciplinary in nature, covers a broad range of practical and relevant subjects necessary for developing a breadth of understanding of learning and society. Students will become equipped to succeed in their personal and professional lives.

Program Student Learning Outcomes

Students who complete this program will be able to:

- <u>Demonstrate effective expository and persuasive writing skills.</u>
- Develop a reasoned solution to a problem.
- Make connections and demonstrate skills in the areas of lifelong learning, self-development, and personal growth.
- Increase their exposure to a broad range of skills, experiences, and knowledge

Required Core -Course ID Title Hours ENG 1A* **Principles of Composition I** Or ENG 1AH* **Honors Principles of Composition I** ENG 1B* Principles of Composition II Or ENG 1BH* Honors Principles of Composition II Or ENG 70* Critical Thinking, Reading, and Writing 3 Or PHIL 12* Introduction to Logic Or COMM 2* <u>Persuasion</u> Or COMM 3 Argumentation and Debate 3 Restricted Electives: 11 **Total Units for the Major:** 18 Restricted Electives -Please select 11 units from the following **Introduction to Financial Planning** ACCT 120 Personal Law, Street Law **BUS 16** 3 COUN 1 Academic Planning 1.5 **COUN 100** College Success 1.5 **COUN 40 College and Career Success** 3 **COUN 150 Helping Skills for Interpersonal** Relationships 3 **COUN 51 Human Relationships** 3 COUN 60 Career Exploration 3 **COUN 61 Learning and Study Techniques** 1.5

Apparel Selection

FASH 141

FCS 115	Consumer Issues	3
FCS 142	Life Management	3
FN 50	Fundamentals of Nutrition	3
FN 64	Nutrition Issues and Controversies	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States Since 1876	3
HIST 22	Survey of United States History	3
HLTH 1	Contemporary Health Issues	3
HLTH 2	First Aid, CPR, and Automated	
-	External Defibrillator	1.5
HSC 151	Intro to Therapy and Career	
	Exploration of Rehabilitation	3
<u>Or</u>		
KNEA 151	Intro to Therapy and Career	
-	Exploration of Rehabilitation	3
MATH 2*	Pre-Calculus Mathematics	5
MATH 3A*	Anallytic Geometry and Calculus	5
<u>Or</u>		
MATH 3AH*	Honors Analytic Geometry and Calculus	5
MATH 3B*	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5
MATH 30A*	Computer Discrete Mathematics I	3
<u>Or</u>		
CS 30A*	Computer Discrete Mathematics I	3
MATH 30B*	Computer Discrete Mathematics II	3
<u>Or</u>		
CS 30B*	Computer Discrete Mathematics II	3
MATH 7*	College Algebra	5
MATH 8*	College Algebra for Brief Calculus	5
MATH 10*	Introduction to Statistics	3
<u>Or</u>		
PSYC 44*	Statistics for the Behavioral Sciences	3
MATH 11*	A Brief Course in Calculus	5
MATH 14*	Mathematics for Elementary School	
	Teachers	5
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
MATH 103*	Mathematical Ideas	3
MATH 124*	Trigonometry	3
N 161	Lifecycle 2, Growth and Development	1.5
N 165	Lifecycle 1, Fundamentals of Aging	1.5

PS 1	American Government	3
<u>Or</u>		
PS 1H	Honors American Government	3
COMM 1*	Communication Fundamentals	3
<u>Or</u>		
COMM 1H*	Honors Communication Fundamentals	3
СОММ 5	Interpersonal Communication	3
SPS 115	Alternative Learning Strategies	3
GSS 120	Women and Careers	3
CWF 180	General Work Experience	1-3

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

New <u>Hospitality Management</u> Associate in Science for Transfer

The Associate in Science in Hospitality Management for Transfer prepares individuals for transfer to CSU Hospitality Management Bachelor of Science programs. This program is dedicated to preparing students with the skills necessary to successfully transfer. The program offers comprehensive coursework that encompasses the diverse hospitality industry. Students will obtain skills in the operational and legal aspects of hospitality management and supervision, food and beverage operations, cost control, event and catering management, human resources, marketing, and support operations. Emphasis is on guest service strategies, ethical considerations, effective communication, critical thinking, leadership standards, and teamwork. The program combines classroom and laboratory instruction providing students with well-rounded preparation in the hospitality industry. Students completing the program will be prepared for a career in the hospitality industry as entry-level hotel, motel and restaurant managers, food and beverage managers, event, banquet and catering professionals, resort managers and human resource administrators.

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

Program Student Learning Outcomes

Students who complete this program will be able to:

- <u>Demonstrate preparation for transfer to a four-year</u>
 <u>Hospitality Management program.</u>
- Demonstrate preparation for entry level employment in the hospitality industry.
- <u>Identify legal and ethical considerations affecting the</u> hospitality industry.
- <u>Demonstrate knowledge of and experience of operations relative to the provisions of goods and services in the hospitality business.</u>
- Observe foundations of leadership, management and human resources.
- Apply knowledge of financial management related to operations in hospitality.
- Demonstrate effective written and interpersonal communication skills.
- <u>Identify event and catering management requirements.</u>

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	(3 units)		
Course ID	Title	<u>Units</u>	
FN 150	Introduction to Hospitality		
	Management	3	
List A: Select t	hree courses (9 units)		
<u>FN 154</u>	Hospitality – Production and Cost		
	Control	3	
FN 176	Food and Beverage Operations	3	
FN 157	Hospitality Law	3	
FN 101*	Culinary Principles I	3	
·	ete two courses from the following the two courses from the following the two courses the two	ng or	any
ACCT 1A	Financial Accounting	4	
FN 110*	Food Preparation Essentials	3	

Total Units for the Major 18-19

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

110....

SADDLEBACK COLLEGE NEW PROGRAMS ACADEMIC YEAR 2021-2022

New IT Help Desk Specialist Certificate of Completion

The IT Help Desk Specialist certificate of completion is a tuition-free noncredit certificate which allows individuals to begin training in the high employment potential field of Help Desk IT Information Technology (IT). This certificate is also of value to all 21st-century workers especially individuals wishing to complement current skills with modern-day cloud and computer-orientated applications. The certificate includes required courses on developing keyboarding skills. Other required courses cover office procedures, an introduction to Windows, and cloud solutions. A cloud solution provides universal access to data anywhere and applications that can act on data using any intelligent device, PC/Mac, tablet, or smartphone. Students then have the option of restrictive electives focusing on various Microsoft Applications.

Program Student Learning Outcomes

Students who complete this program will be able to:

T:41~

- Identify basic IT terminology.
- <u>Describe and identify the basic components of a client-server network.</u>
- Prepare business documents and create them at speeds of up to 30 words per minute.

Required Core

Course ID	litie	<u>Hours</u>
CIMA 421NC	Keyboarding for Computers - Beginning	ng 58.1
CIMA 422NC*	Keyboarding for Computers -	_
	Intermediate	<u>58.1</u>
CIMA 400NC	Office Skills – Office Procedures	83.0
CIMA 401NC	Office Skills – Microsoft Windows	83.0
	Restricted Electives	166.00
	Total Hours for the Major	448.20
Restricted Ele	ctives – Select two Courses	
CIMA 402NC*	Word Processing – Microsoft Word	83.0
CIMA 403NC*	Office Skills – Outlook Teams	83.0
CIMA 404NC*	Spreadsheets – Microsoft Excel	83.0
CIMA 405NC*	Microsoft Office 365 (Database Access	L
·	and SharePoint)	83.0
CIMA 408NC*	Business Presentations – Microsoft	
	PowerPoint	83.0

*Course has a prerequisite, corequisite, limitation; or

recommended preparation; see course description.

Division	Course Id	Catalog Id	Course Title	Action Taken
				assign=assignments
				CA Classification code (J=workforce prep, K=other noncredit enhanced funding, L=not eligible for enhanced funding, Y=credit course)
				cat desc= catalog description
				c/I w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				DE=distance education
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				Irng 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 152	48180.00	ADV CAD DESIGN	sch desc, moe, txt
ATAS	ARCH 213	198260.00	MECHANICAL CODES	Irng obj, moe, assign
ATAS	DR 152	48180.10	ADV CAD DESIGN	sch desc, txt
ATAS	FN 64	338100.00	NUTRITION ISSUES	tps, Irng obj, SLOs, moe, assign
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
ATAS	FN 120	338020.00	SUSTAINABLE MEALS	assign, val
ATAS	FN 140	338030.00	WORLD CUISINES	val
ATAS	FN 245	430235.00	BAKING FUND II	Irng obj, SLOs, txt, val

ATAS	FN 281	431657.00	FLAVOR DYNAMICS	txt
	AEWD			pcs fr program applicable to <u>not program</u>
CE	771NC	692151.00	MOBILITY SKILLS	<u>applicable</u>
	AEWD			pcs fr program applicable to <u>not program</u>
CE	772NC	692152.00	INDEPENDENT LIVING SKILLS	<u>applicable</u>
	AEWD			pcs fr program applicable to <u>not program</u>
CE	773NC	692153.00	JOB SKILLS	<u>applicable</u>
	AEWD			pcs fr program applicable to not program
CE	774NC	692154.00	SELF ADVOCACY SKILLS	<u>applicable</u>
	AEWD			pcs fr program applicable to not program
CE	775NC	692155.00	COMPUTER SKILLS LAB	<u>applicable</u>
	AEWD			pcs fr program applicable to not program
CE	781NC	692156.00	PERSONAL SAFETY	<u>applicable</u>
	AEWD		PERSONAL BUDGETING AND	pcs fr program applicable to <u>not program</u>
CE	782NC	692157.00	BANKING	<u>applicable</u>
	AEWD		COMMUNICATION IN THE	pcs fr program applicable to <u>not program</u>
CE	783NC	692158.00	WORKPLACE	<u>applicable</u>
	AEWD			pcs fr program applicable to <u>not program</u>
CE	784NC	692159.00	CRITICAL THINKING SKILLS	<u>applicable</u>
				cat desc, sch desc, tps, SLOs, moe, assign,
FAMT	ART 9	431629.00	CERAMICS FUNDAMENTALS	txt, val
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
FAMT	ART 10	992359.00	CERAMICS - HANDBLDG I	assign, txt, val
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
FAMT	ART 11	992360.00	CERAMICS - WHEEL I	assign, txt, val
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
FAMT	ART 12	992307.00	CERAMICS - WHEEL II	assign, txt, val
	4 DT 40	202222	055 44 4105 44 41551 411	cat desc, sch desc, tps, Irng obj, SLOs, moe,
FAMT	ART 13	992308.00	CERAMICS - WHEEL III	assign, txt, val
-	4 D.T. E.O.	002200 00	BAINTING	cat desc, sch desc, tps, Irng obj, SLOs, moe,
FAMT	ART 50	992309.00	PAINTING - I	assign, txt, val
FANAT	ADT E1	003310 00	DAINTING	cat desc, sch desc, tps, SLOs, moe, assign,
FAMT	ART 51	992310.00	PAINTING - II	txt, val
	ADT F2	002211 00	PAINTING - III	sat dasa tas Irag ahi SLOs maa assiga tut
FAMT	ART 52	992311.00	PAINTING - III	cat desc, tps, Irng obj, SLOs, moe, assign, txt cat desc, sch desc, tps, Irng obj, SLOs, moe,
	ADT F2	002212.00	DAINTING LIVE MODEL I	
FAMT	ART 53	992312.00	PAINTING-LIVE MODEL I	assign, txt, val cat desc, tps, Irng obj, SLOs, moe, assign,
	ADT EA	002212.00	DAINT LIVE MODEL II	
FAMT FAMT	ART 54 ART 57	992313.00 992314.00	PAINT-LIVE MODEL II WATERCOLOR I	txt, val tps, SLOs, moe, assign, txt, val
FAMT	ART 58	992314.00	WATERCOLOR II	tps, Irng obj, SLOs, moe, assign, txt
FAMT	ART 59	992316.00	WATERCOLOR III	SLOs, moe, assign, txt, val
FAMT	ART 60	992317.00	INTAGLIO & RELIEF I	tps, Irng obj, SLOs, moe, assign, txt, val
FAMT	ART 60	992317.00	INTAGLIO & RELIEF II	tps, Irng obj, SLOs, moe, assign, txt, val
FAMT	ART 62	992319.00	INTAGLIO & RELIEF III	tps, Iring obj, SLOs, moe, assign, txt, val
FAIVII	ANT 02	334313.00	INTAGLIO & RELIEF III	thay milk only aros, mor, assign, txt, Agi

				cat desc, sch desc, tps, lrng obj, SLOs, moe,
FAMT	ART 70	992320.00	FUND. OF SCULPTURE	assign, txt
				cat desc, sch desc, tps, lrng obj, SLOs,
FAMT	ART 71	992321.00	ADDITIVE SCULPTURE	assign, moe, txt, val
				cat desc, sch desc, tps, lrng obj, SLOs,
FAMT	ART 72	992322.00	SUBTRACTIVE SCULPTURE	assign, moe, txt, val
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
FAMT	ART 78	992323.00	BEGIN LIFE SCULPTURE	assign, txt
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
FAMT	ART 79	992324.00	ADV. LIFE SCULPTURE	assign, txt, val
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
FAMT	ART 80	992325.00	DRAWING I	assign, txt
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
FAMT	ART 81	992326.00	DRAWING II	assign, txt, val
				cat desc, tps, Irng obj, SLOs, moe, assign,
FAMT	ART 82	992327.00	DRAWING III	txt, val
FAMT	ART 85	992328.00	DRAWING-LIVE MODEL I	tps, Irng obj, SLOs, moe, assign, txt, val
				cat desc, sch desc, Irng obj, moe, assign, txt,
FAMT	ART 86	992329.00	DRAWING-LIVE MODEL II	val
FAMT	ART 87	992330.00	DRAWNG LIVE MODEL III	Irng obj, moe, assign, txt, val
				ti fr ART SURVIVAL - FROM STUDENT TO
				ARTIST to PROFESSIONAL PRACTICES :
				LAUNCHING A CREATIVE CAREER , SAM
				code fr E to C , lim fr None to Successful
				completion of at least 2 studio art/design
				courses. Students must have a portfolio of
				at least 15 completed works before
				starting the class., hrs fr 1.5 lec/4.5 lab/0
				Irng cntr to 2 hrs lec/3 hrs lab/0 hr Irng
		405007.00	_	cntr, cat desc, sch desc, tps, Irng obj, SLOs,
FAMT	ART 143	992811.00	ART SURVIVAL	assign, moe, txt, val
FAMT	ART 164	431873.00	INTAGLIO & RELIEF IV	tps, Irng obj, SLOs, moe, assign, txt, val
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
FAMT	ART 175	108070.00	METAL CASTING	assign, txt, val
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
FAMT	ART 216	992361.00	CERAMIC - HANDBLDG II	assign, txt, val
				cat desc, sch desc, tps, lrng obj, SLOs, moe,
FAMT	ART 217	992306.00	CERAMICS-HANDBLG III	assign, txt, val

				crs id fr ART 228 to ART 171, CSU GE code
				from Not Applicable to Transferable as an
				elective-does not fit GE pattern, ti fr BENCH
				JEWELER 1 to METALSMITHING & JEWELRY
				I, TOP code fr 1009.10 to 1009.00 , SAM
				code fr E to D , rec prep fr ART 40 to ART 40
		405003.00	_	or ART 41, cat desc, sch desc, tps, lrng obj,
FAMT	ART 228	992807.00	JEWELRY I	SLOs, assign, moe, txt, val
				crs id fr ART 229 to ART 172, CSU GE code
				from Not Applicable to Transferable as an
				elective-does not fit GE pattern, ti fr BENCH
				JEWELER II to METALSMITHING & JEWELRY
				II, TOP code fr 1009.10 to 1009.00 , SAM
				code fr E to D , prereq fr ART 228 to ART
				171 , rec prep fr ART 40 to None , cat desc,
		405004.00	_	sch desc, tps, Irng obj, SLOs, assign, moe,
FAMT	ART 229	992808.00	JEWELRY II	txt, val
				crs id fr ART 230 to ART 173, CSU GE code
				from Not Applicable to Transferable as an
				elective-does not fit GE pattern, ti fr BENCH
				JEWELER III to METALSMITHING &
				JEWELRY III, TOP code fr 1009.10 to
				1009.00, SAM code fr E to C , prereq fr ART
				229 to ART 172, rec prep fr ART 40 to None,
		405005.00	_	cat desc, sch desc, tps, Irng obj, SLOs,
FAMT	ART 230	992809.00	JEWELRY III	assign, moe, txt, val
				crs id fr ART 231 to ART 174, CSU GE code
				from Not Applicable to Transferable as an
				elective-does not fit GE pattern, ti fr BENCH
				JEWELER IV to METALSMITHING &
				JEWELRY IV, TOP code fr 1009.10 to
				1009.00 , SAM code fr € to C , prereq fr ART
				230 to ART 173, rec prep fr ART 40 to None,
		405006.00	-	cat desc, sch desc, tps, Irng obj, SLOs,
FAMT	ART 231	992810.00	JEWELRY IV	assign, moe, txt, val
				prereq fr Completion of or concurrent
				enrollment in CTVR 110 to None, rec prep
				fr None to CTVR 110, cat desc, sch desc, tps,
FAMT	CTVR 113	180040.00	RADIO BROADCASTING	txt, val
FAMT	CTVR 115	180090.00	ADV RADIO PERFORMANCE	tps, txt, val
FAMT	CWE 180	405008.00	CO-OP-ED CTVR	tps, txt
FAMT	CWE 180	429361.00	CO-OP-ED CTVR	txt
FAMT	DANC 38	992757.00	INTERMED. MAT PILATES	dc
FAMT	DANC 38	992757.15	INTERMED. MAT PILATES	dc

FAMT	DANC 65	432277.00	INTRO. TO MAT PILATES	dc
FAMT	DANC 65	432277.15	INTRO. TO MAT PILATES	dc
FAMT	MUS 54A	992333.00	BEGINNING PIANO I	txt
FAMT	MUS 54B	992460.00	BEGINNING PIANO II	txt
FAMT	MUS 58	584080.00	REPERTOIRE & PERFORM	cat desc, sch desc, txt, val
				hrs fr 3 lec/0 lab/0 lrng cntr to 2.5 lec/2
				lab/0 lrng cntr, cat desc, sch desc, tps, moe,
FAMT	MUS 78	992772.00	KEYB LIT BAROQUE CLSC	assign, txt
				rec prep fr MUS 55A or 78 or demonstrated
				proficiency to MUS 55A or 78 or
				demonstrated equivalent piano
				proficiency, hrs fr 3-lec/0 lab/0 lrng cntr to
				2.5 lec/2 lab/0 lrng cntr, cat desc, sch desc,
FAMT	MUS 181	992776.00	KEYB.LIT.ROMANTIC-MOD	tps, moe, txt, val
FAMT	PHOT 156	992345.00	DIGITAL PHOTO III	cat desc, assign, moe, txt
FAMT	PHOT 190	174140.00	SPEC. PROBLEMS PHOTO	cat desc, sch desc, assign, txt
FAMT	TA 111	431129.00	MUS THEATRE AUD TECH	dc
KNES	KNES 22	674430.30	INTERMEDIATE GOLF	sch desc, txt
				fr c/I/w DANC 38 to not c/I/w DANC 38, rec
				prep fr KNES 65/DANC 65 to KNES 65, cat
KNES	KNES 38	992757.05	INTERMED. MAT PILATES	desc, sch desc, txt
				fr c/I/w DANC 38 to not c/I/w DANC 38, rec
				prep fr KNES/DANC 65 to KNES 65, cat
KNES	KNES 38	992757.10	INTERMED. MAT PILATES	desc, sch desc, txt
				fr c/I/w DANC 65 to not c/I/w DANC 65, cat
KNES	KNES 65	432277.05	INTRO. TO MAT PILATES	desc, sch desc, txt
				fr c/I/w DANC 65 to not c/I/w DANC 65, cat
KNES	KNES 65	432277.10	INTRO. TO MAT PILATES	desc, sch desc, txt
LA	SPAN 2	788060.00	ELEMENTARY SPANISH	cat desc, sch desc
				prereq fr SPAN 1 or SPAN 1H to <u>SPAN 1 or</u>
				1H or two years of High School Spanish, cat
LA	SPAN 2H	992812.00	HONORS ELEM SPANISH	desc, sch desc, val
MSE	BIO 3BH	405120.00	HONORS GEN BIO II	DE, tps, Irng obj
				prereq fr Must be taken concurrently with
				ANTH 1 or within one year after
				completing ANTH 1-to Must be taken
				concurrently with ANTH 1/ANTH 1H or
				within one year after completing ANTH
SS	ANTH 1L	430508.00	BIO ANTH LAB	<u>1/ANTH 1H.</u>
SS	ANTH 22	431661.00	MEDICAL ANTHROPOLOGY	tps, Irng obj, SLOs, assign
SS	ES 1	429609.00	ETHN STUD: MAKING CUL	cat desc, sch desc, Irng obj, SLOs, assign, DE
SS	HIST 678	386603.00	HISTORY OF JAPAN	crs id fr HIST 678 to HIST 78

Current Advanced Manufacturing Certificate of Achievement

Advanced Manufacturing addresses the competencies required by technical, engineering, and management professionals working in industry where products are designed and developed, with specific emphasis on manufacturing and model making using Additive and Subtractive Manufacturing.

The program is designed to develop a solid educational foundation for graduates to work closely with engineers, designers, and professionals in multiple industries, using additive processes for product development, 3D visualization, art, entertainment, architecture, and medical modeling. Automotive, aerospace, defense, medical devices, and green technology are the primary industries within the advanced manufacturing sector. Classroom work in project design is combined with learning laboratory experience utilizing project-based learning. Students will gain valuable hands-on experience using some of the most advanced equipment available.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Communicate designs in at least one of the languages of mechanical drafting used in manufacturing design: AutoCAD, Solidworks, or Mastercam.
- Demonstrate use of machines commonly found in manufacturing and in rapid prototyping.
- Demonstrate a working knowledge by hands on problem solving of model making, mold making, and casting processes used in manufacturing.

Required Core

Course ID	Title	Units
DR 50*/ARCH 50*	Introduction to Computer Aided Drafting	3
DR 152*/ARCH 152	* Advanced Computer-Aided Design	3
MFG 204*	3D Computer Aided Design - Solidworks	3
or		
DR 200*	3D Parametric Modeling – Solidworks	3
MFG 200*	Introduction to Rapid Prototyping	
	Technology	3
MFG 207	CNC Computer Numerical Control	
	Programming I	3
MFG 201*	Advanced CAD Model Making and Toolin	g 2
MFG 202	Industrial Materials	2
MFG 203	Introduction to Manufacturing Processes	2
DR 202*	Geometric Dimensioning and Tolerancing	3
MFG 208*	CNC Computer Numerical Control	
	Programming II	3
MFG 205 Sil	icone and Urethane Mold Making	3
MFG 206* Re	sin and Foam Casting	3
Se	elect one course from Restricted Electives	2-3

Total Units for the Certificate 35-36

Restricted Electives: Select one of the following courses

DR 201*	Advanced 3D Parametric Modeling	
	— Solidworks	3
DR 51*/ARCH 51*	Computer-Aided Drafting	3
ET 201	Robotics Fundamentals	2

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

Revised Advanced Manufacturing Certificate of Achievement

Advanced Manufacturing addresses the competencies required by technical, engineering, and management professionals working in industry where products are designed and developed, with specific emphasis on manufacturing and model making using Additive and Subtractive Manufacturing.

The program is designed to develop a solid educational foundation for graduates to work closely with engineers, designers, and professionals in multiple industries, using additive processes for product development, 3D visualization, art, entertainment, architecture, and medical modeling. Automotive, aerospace, defense, medical devices, and green technology are the primary industries within the advanced manufacturing sector. Classroom work in project design is combined with learning laboratory experience utilizing project-based learning. Students will gain valuable hands-on experience using some of the most advanced equipment available.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Communicate designs in at least one of the languages of mechanical drafting used in manufacturing design: AutoCAD, Solidworks, or Mastercam.
- Demonstrate use of machines commonly found in manufacturing and in rapid prototyping.
- Demonstrate a working knowledge by hands on problem solving of model making, mold making, and casting processes used in manufacturing.

Required Core

Course ID	Title	Units
DR 50*/ARCH 503	* Introduction to Computer Aided Drafting	3
DR 152*/ARCH 15	52* Advanced Computer-Aided Design	3
MFG 204*	3D Computer Aided Design - Solidworks	3
or		
DR 200*	3D Parametric Modeling – Solidworks	3
MFG 200*	Introduction to Rapid Prototyping	
	Technology	3
MFG 207	CNC Computer Numerical Control	
	Programming I	3
MFG 201*	Advanced CAD Model Making and Tooling	g <u>3</u>
MFG 202	Industrial Materials	2
MFG 203	Introduction to Manufacturing Processes	2
DR 202*	Geometric Dimensioning and Tolerancing	3
MFG 208*	CNC Computer Numerical Control	
	Programming II	3
MFG 205	Silicone and Urethane Mold Making	3
MFG 206*	Resin and Foam Casting	3
:	Select one course from Restricted Electives	2-3

Total Units for the Certificate 36-37

Restricted Electives

nestricted Liectives		
DR 201*	Advanced 3D Parametric Modeling	
	— Solidworks	3
DR 51*/ARCH 51*	Computer-Aided Drafting	3
ET 201	Robotics Fundamentals	2

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

Current Advanced Manufacturing Associate in Science

Advanced Manufacturing addresses the competencies required by technical, engineering, and management professionals working in industry where products are designed and developed, with specific emphasis on manufacturing and model making using Additive and Subtractive Manufacturing.

The program is designed to develop a solid educational foundation for graduates to work closely with engineers, designers, and professionals in multiple industries, using additive processes for product development, 3D visualization, art, entertainment, architecture, and medical modeling. Automotive, aerospace, defense, medical devices, and green technology are the primary industries within the advanced manufacturing sector. Classroom work in project design is combined with learning laboratory experience utilizing project-based learning. Students will gain valuable hands-on experience using some of the most advanced equipment available. This is a high unit major and students may not be able to complete the associate degree within two years.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Communicate designs in at least one of the languages of mechanical drafting used in manufacturing design: AutoCAD, Solidworks, or Mastercam.
- Demonstrate use of machines commonly found in manufacturing and in rapid prototyping.
- Demonstrate a working knowledge by hands on problem solving of model making, mold making, and casting processes used in manufacturing.

Required Core

Title	Units
Introduction to Computer Aided Drafting	3
* Advanced Computer-Aided Design	3
3D Computer Aided Design - Solidworks	3
3D Parametric Modeling – Solidworks	3
Introduction to Rapid Prototyping	
Technology	3
CNC Computer Numerical Control	
Programming I	3
Advanced CAD Model Making and Toolin	g 2
Industrial Materials	2
Introduction to Manufacturing Processes	2
Geometric Dimensioning and Tolerancing	3
CNC Computer Numerical Control	
Programming II	3
Silicone and Urethane Mold Making	3
Resin and Foam Casting	3
Select one course from Restricted	
Electives	2-3
	Introduction to Computer Aided Drafting * Advanced Computer-Aided Design 3D Computer Aided Design - Solidworks 3D Parametric Modeling - Solidworks Introduction to Rapid Prototyping Technology CNC Computer Numerical Control Programming I Advanced CAD Model Making and Toolin Industrial Materials Introduction to Manufacturing Processes Geometric Dimensioning and Tolerancing CNC Computer Numerical Control Programming II Silicone and Urethane Mold Making Resin and Foam Casting Select one course from Restricted

Total Units for the Major 35-36

Restricted Electives: Select one of the following courses

DR 201*	Advanced 3D Parametric Modeling	
	— Solidworks	3
DR 51*/ARCH 51*	Computer-Aided Drafting	3
ET 201	Robotics Fundamentals	2

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

Revised Advanced Manufacturing Associate of Science

Advanced Manufacturing addresses the competencies required by technical, engineering, and management professionals working in industry where products are designed and developed, with specific emphasis on manufacturing and model making using Additive and Subtractive Manufacturing.

The program is designed to develop a solid educational foundation for graduates to work closely with engineers, designers, and professionals in multiple industries, using additive processes for product development, 3D visualization, art, entertainment, architecture, and medical modeling. Automotive, aerospace, defense, medical devices, and green technology are the primary industries within the advanced manufacturing sector. Classroom work in project design is combined with learning laboratory experience utilizing project-based learning. Students will gain valuable hands-on experience using some of the most advanced equipment available. This is a high unit major and students may not be able to complete the associate degree within two years.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Communicate designs in at least one of the languages of mechanical drafting used in manufacturing design: AutoCAD, Solidworks, or Mastercam.
- Demonstrate use of machines commonly found in manufacturing and in rapid prototyping.
- Demonstrate a working knowledge by hands on problem solving of model making, mold making, and casting processes used in manufacturing.

Required Core

Course ID	Title	Units
DR 50*/ARCH 50*	Introduction to Computer Aided Drafting	3
DR 152*/ARCH 152	* Advanced Computer-Aided Design	3
MFG 204*	3D Computer Aided Design - Solidworks	3
or		
DR 200*	3D Parametric Modeling – Solidworks	3
MFG 200*	Introduction to Rapid Prototyping	
	Technology	3
MFG 207	CNC Computer Numerical Control	
	Programming I	3
MFG 201*	Advanced CAD Model Making and Toolin	g <u>3</u>
MFG 202	Industrial Materials	2
MFG 203	Introduction to Manufacturing Processes	2
DR 202*	Geometric Dimensioning and Tolerancing	3
MFG 208*	CNC Computer Numerical Control	
	Programming II	3
MFG 205	Silicone and Urethane Mold Making	3
MFG 206*	Resin and Foam Casting	3
	Select one course from Restricted	
	Electives	2-3

Total Units for the Major 36-37

Restricted Electives

MCSHICKCA EICCHVCS		
DR 201*	Advanced 3D Parametric Modeling	
	— Solidworks	3
DR 51*/ARCH 51*	Computer-Aided Drafting	3
ET 201	Robotics Fundamentals	2

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

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Associate of Science Degree

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

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.

Current Alcohol and Drug Studies Certificate of Achievement

The Alcohol and Drug Studies program is accredited by the California Association for Alcohol and Drug Educators (CAADE) and it integrates theory, knowledge, and practical experience in the development of skills necessary to work with individuals and families affected by Substance Use Disorders (SUD), as well as employers of individuals affected by SUD. The Alcohol and Drug Studies program prepares students to take the exam for Certified Addiction Counselors with a state-approved certifying organization. This program option combines the Human Services behavioral core skills training and clinical supervised experiential learning in beginning and advanced practicums in SUD fieldwork settings. The Alcohol and Drug Studies program prepares students for career development in field of behavioral health and the helping professions.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course and is required for the completion of the Alcohol and Drug Studies Associate of Science degree. Visit the Human Services website at https://www.saddleback.edu/hs/human-services to review the **Alcohol and Drug Studies Roadmap**. Fieldwork and Seminar Information Sessions are scheduled at the end of the Fall and Spring semesters to inform students of the application process for HS 110. Check the Human Services website for the dates and times.

The application process is competitive, and completion of an application does not guarantee acceptance into the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course may self-enroll in the Fieldwork & Seminar II [HS 150] (Advanced Practicum) course.

Potential Careers: Certified Addiction Treatment Counselor, Case Manager, Community Outreach Worker, Halfway House Worker, Intake Specialist, Rehabilitation Case Worker, Residential/House Manager.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate best-practice counseling approaches for individuals and families affected by Substance Use Disorders (SUD).
- Utilize effective communication and active listening skills and group counseling facilitation skills.
- Demonstrate the effective use of addiction counseling competencies.
- Apply Human Services behavioral core skills and experiential training in an addiction treatment setting.

Revised Alcohol and Drug Studies Certificate of Achievement

The Alcohol and Drug Studies program is accredited by the California Association for Alcohol and Drug Educators (CAADE) and it integrates theory, knowledge, and practical experience in the development of skills necessary to work with individuals and families affected by Substance Use Disorders (SUD), as well as employers of individuals affected by SUD. The Alcohol and Drug Studies program prepares students to take the exam for Certified Addiction Counselors with a state-approved certifying organization. This program option combines the Human Services behavioral core skills training and clinical supervised experiential learning in beginning and advanced practicums in SUD fieldwork settings. The Alcohol and Drug Studies program prepares students for career development in field of behavioral health and the helping professions.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course and is required for the completion of the Alcohol and Drug Studies Associate of Science degree. Visit the Human Services website at https://www.saddleback.edu/hs/human-services to review the HS Program At-A-Glance. Fieldwork and Seminar Information Sessions are scheduled at the end of the Fall and Spring semesters to inform students of the required application process for HS 110. Check the Human Services website for the dates and times.

The application process is competitive, and completion of an application does not guarantee acceptance into the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course may self-enroll in the Fieldwork & Seminar II [HS 150] (Advanced Practicum) course.

Potential Careers: Certified Addiction Treatment Counselor, Case Manager, Community Outreach Worker, Halfway House Worker, Intake Specialist, Rehabilitation Case Worker, Residential/House Manager.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate best-practice counseling approaches for individuals and families affected by Substance Use Disorders (SUD).
- Utilize effective communication and active listening skills and group counseling facilitation skills.
- Demonstrate the effective use of addiction counseling competencies.
- Apply Human Services behavioral core skills and experiential training in an addiction treatment setting.
- <u>Demonstrate</u> the knowledge, skills, and professional attitudes required for effective delivery of addiction treatment services.

Required Courses:

nequired courses	•	_
Course ID	<u>Title</u> l	<u> Jnits</u>
HS 100*	Introduction to Human Services	3
HS 101	Addiction Studies Counseling Skills	3
HS 105	Ethical Issues and Clients' Rights	3
HS 110*	Field Instruction and Seminar I	3.5
HS 120*	Human Development in the Social	
	Environment	- 3
HS 150*	Field Instruction and Seminar II	3.5
HS 170	Alcohol and Other Drugs in our Society	3
HS 171	Substance Abuse - Intervention,	
	Treatment and Recovery	-3
HS 140	Group Leadership and Group Process	3
HS 172*	Physiological Effects and	
	Pharmacology of Alcohol and Drugs	3
HS 174	Case Administration, Crisis	
	Intervention and Referral	3
HS 176*	Co-Occurring Disorders	3
	Restricted Electives:	3
	Total Units for the Certificate:	40
Restricted Elective	s: Students are required to choose on	е
restricted elective.		
HS 112*	Conflict Resolution and Mediation	3
HS 128	Community-Based Corrections	3
HS 131	Multicultural and Diverse Population	n s
	in the United States	-3
HS 175	Substance Abuse Education, Prevention	,
	and Intervention	3
HS 177	Family Dynamics of Addiction and	
	Abuse	-3
HS 182*	Substance Abuse Treatment in Children	ı
	and Adolescents	3
HS 220	Benefits and Entitlement	3

 $^{^{\}star}\text{Course}$ has a prerequisite, corequisite, limitation, or recommended preparation; see course description.

Required Courses:

Courses.	Tial a	1 ! 4
Course ID		<u>Jnits</u>
HS 100*	Introduction to Human Services	3
HS 101	Addiction Studies Counseling Skills	3
HS 105	Ethical Issues and Clients' Rights	3
HS 131	Multicultural and Diverse Populatio	<u>ns</u>
	in the United States	3
HS 140	Group Leadership and Group Process	3
HS 170	Alcohol and Other Drugs in our Society	3
HS 172*	Physiological Effects and	
	Pharmacology of Alcohol and Drugs	3
HS 174	Case Administration, Crisis	
	Intervention and Referral	3
HS 176*	Co-Occurring Disorders	3
HS 177	Family Dynamics of Addiction and	
	Abuse	3
HS 110*	Field Instruction and Seminar I	3.5
HS 150*	Field Instruction and Seminar II	3.5
	Restricted Electives:	3
	Total Units for the Certificate:	40
Restricted Electives	: Students are required to choose on	e
restricted elective.		
HS 112*	Conflict Resolution and Mediation	3
HS 120*	Human Development in the Social	
	Environment	3
HS 128	Community-Based Corrections	3
HS 171	Substance Abuse - Intervention,	
	Treatment and Recovery	3
HS 175	Substance Abuse Education, Prevention	١,
	and Intervention	3
HS 182*	Substance Abuse Treatment in Children	1
	and Adolescents	3
HS 220	Benefits and Entitlement	3
		-

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

Current Alcohol and Drug Studies Associate of Science

The Alcohol and Drug Studies program is accredited by the California Association for Alcohol and Drug Educators (CAADE) and it integrates theory, knowledge, and practical experience in the development of skills necessary to work with individuals and families affected by Substance Use Disorders (SUD), as well as employers of individuals affected by SUD. The Alcohol and Drug Studies program prepares students to take the exam for Certified Addiction Counselors with a state-approved certifying organization. This program option combines the Human Services behavioral core skills training and clinical supervised experiential learning in beginning and advanced practicums in SUD fieldwork settings. The Alcohol and Drug Studies program prepares students for career development in field of behavioral health and the helping professions.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to Fieldwork and Seminar I [HS 110] (Beginning Practicum) course and is required for the completion of the Alcohol and Drug Studies Associate of Science degree. Visit the Human Services website at https://www.saddleback.edu/hs/human-services to review the **Alcohol and Drug Studies Roadmap**. Fieldwork and Seminar Information Sessions are scheduled at the end of the Fall and **sSring** semesters to inform students of the application process for HS 110. Check the Human Services website for the dates and times.

The application process is competitive, and completion of an application does not guarantee acceptance into the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course may self-enroll in the Fieldwork & Seminar II [HS 150] (Advanced Practicum) course.

Potential Careers: Certified Addiction Treatment Counselor, Case Manager, Community Outreach Worker, Halfway House Worker, Intake Specialist, Rehabilitation Case Worker, Residential/House Manager.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate best-practice counseling approaches for individuals and families affected by Substance Use Disorders (SUD).
- Utilize effective communication and active listening skills and group counseling facilitation skills.
- Demonstrate the effective use of addiction counseling competencies.
- Apply Human Services behavioral core skills and experiential training in an addiction treatment setting.

Revised Alcohol and Drug Studies Associate of Science

The Alcohol and Drug Studies program is accredited by the California Association for Alcohol and Drug Educators (CAADE) and it integrates theory, knowledge, and practical experience in the development of skills necessary to work with individuals and families affected by Substance Use Disorders (SUD), as well as employers of individuals affected by SUD. The Alcohol and Drug Studies program prepares students to take the exam for Certified Addiction Counselors with a state-approved certifying organization. This program option combines the Human Services behavioral core skills training and clinical supervised experiential learning in beginning and advanced practicums in SUD fieldwork settings. The Alcohol and Drug Studies program prepares students for career development in field of behavioral health and the helping professions.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to Fieldwork and Seminar I [HS 110] (Beginning Practicum) course and is required for the completion of the Alcohol and Drug Studies Associate of Science degree. Visit the Human Services website at https://www.saddleback.edu/hs/human-services to review the HS Program At-A-Glance. Fieldwork and Seminar Information Sessions are scheduled at the end of the Fall and Spring semesters to inform students of the required application process for HS 110. Check the Human Services website for the dates and times.

The application process is competitive, and completion of an application does not guarantee acceptance into the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course may self-enroll in the Fieldwork & Seminar II [HS 150] (Advanced Practicum) course.

Potential Careers: Certified Addiction Treatment Counselor, Case Manager, Community Outreach Worker, Halfway House Worker, Intake Specialist, Rehabilitation Case Worker, Residential/House Manager.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Demonstrate best-practice counseling approaches for individuals and families affected by Substance Use Disorders (SUD).
- Utilize effective communication and active listening skills and group counseling facilitation skills.
- Demonstrate the effective use of addiction counseling competencies.

Required Courses:

ourse ID	Title	Units
HS 100*	Introduction to Human Services	3
HS 101	Addiction Studies Counseling Skills	3
HS 105	Ethical Issues and Clients' Rights	3
HS 110*	Field Instruction and Seminar I	3.5
HS 120*	Human Development in the Social	
	Environment	3
HS 140	Group Leadership and Group Process	3
HS 150*	Field Instruction and Seminar II	3.5
HS 170	Alcohol and Other Drugs in our Society	3
HS 171	Substance Abuse - Intervention,	
	Treatment and Recovery	3
HS 172*	Physiological Effects and	
	Pharmacology of Alcohol and Drug	s 3
HS 174	Case Administration, Crisis	
	Intervention and Referral	3
HS 176*	Co-Occurring Disorders	3
	Restricted Electives:	3
	Total Units for the Certificate:	40
Restricted Electives	s: Students are required to choose or	ie
restricted elective.		
HS 112*	Conflict Resolution and Mediation	3
HS 128	Community-Based Corrections	3
HS 131	Multicultural and Diverse Population	ns
	in the United States	- 3
HS 175	Substance Abuse Education, Prever	ition,
	and Intervention	- 3
HS 177	Family Dynamics of Addiction and	
	Abuse	- 3
HS 182*	Substance Abuse Treatment in Chil	dren
-	and Adolescents	3
HS 220	Benefits and Entitlement	3

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

Associate of Science Degree

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

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

- Demonstrate the knowledge, skills, and professional attitudes for effective delivery of addiction treatment services
- Apply Human Services behavioral core skills and experiential training in an addiction treatment set

Required Courses:

equired Courses.		
ourse ID	Title l	<u>Jnits</u>
HS 100*	Introduction to Human Services	3
HS 120*	Human Development in the Social	
	Environment	3
HS 140	Group Leadership and Group Process	3
HS 170	Alcohol and Other Drugs in our Society	3
HS 105	Ethical Issues and Clients' Rights	3
HS 174	Case Administration, Crisis	
	Intervention and Referral	3
HS 131	Multicultural and Diverse Populatio	ns
-	in the United States	3
HS 177	Family Dynamics of Addiction and	
-	Abuse	3
HS 176*	Co-Occurring Disorders	3
HS 110*	Field Instruction and Seminar I	3.5
HS 150*	Field Instruction and Seminar II	3.5
	Restricted Electives:	3
	Total Units for the Certificate:	40
Restricted Electives	: Students are required to choose on	е
restricted elective.		
HS 112*	Conflict Resolution and Mediation	3
HS 101	Addiction Studies Counseling Skills	3
HS 172*	Physiological Effects and	
	Pharmacology of Alcohol and Drugs	s 3
HS 171	Substance Abuse – Intervention,	
	Treatment and Recovery	3
HS 187	Juvenile Violence, Gangs, and	
	Victimization	3
HS 220	Benefits and Entitlement	3
SOC 1	Introduction to Sociology	3
Or		
SOC 1H	Honors Introduction to Sociology	3
SOC 10	Introduction to Marriage and the Fa	
COUN 150	Helping Skills for Interpersonal	• =
	Relationships	3
PSYC 25*	Psychology of Aging	3
	.,	

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

Associate of Science Degree

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

General Education Requirements for Associate Degrees
Refer to the Graduation Requirements and to the
Associate Degree – General Education Requirements in
this catalog for specific courses which meet general
education requirements.

2

Current Dance

Associate of Arts Degree

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.

Revised Dance Associate of Arts Degree

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.

Required Courses

Title Units Course ID Choreography DANC 9 3 DANC 10 **Dance Production** 1-2 \cap r DANC 11 Dance Rehearsal and Performance 1-2 Intermediate Dance Production **DANC 12*** 1 or Intermediate Dance Rehearsal and **DANC 14*** 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 1-1.5 Introduction to Jazz Dancing DANC 58 Jazz Dancing Level I 1-1.5 3 DANC 64 History of Dance

Required Core

nequired <u>core</u>		
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

MUS 20	Music Appreciation	3	DANC 78	Нір Нор	<u> </u>
	Select from Restricted Electives	5-6	DANC 79*	Hip Hop Level I	<u> </u>
	Total Units for the Majo	or 22-27		Select from Restricted Electives	5-6
Restricted E	•	,,,		Total Units for the Major	r <u>21-26</u>
DANC 8	Dance Pedagogy	3	Restricted E	lectives:	
DANC 15*	Repertory I	1-2	DANC 8	Dance Pedagogy	3
DANC 16*	Repertory II	1	DANC 15*	Repertory I	1-2
DANC 17	Site Specific Performance	1	DANC 16*	Repertory II	1
DANC 18*	Dance Ensemble Performance	2	DANC 17	Site Specific Performance	1
DANC 19*	Choreography II	3	DANC 18*	Dance Ensemble Performance	2
DANC 28	Yoga for Dancers	1.5	DANC 19*	Choreography II	3
DANC 59*	Intermediate Jazz Dancing	1-1.5	DANC 28	Yoga for Dancers	1.5
DANC 60	Introduction to Tap Dancing	1	DANC 51	Introduction to Ballet	1-1.5
DANC 61	Tap Dancing Level I	1	DANC 59*	Intermediate Jazz Dancing	1-1.5
DANC 62*	Intermediate Tap Dancing	1	DANC 60	Introduction to Tap Dancing	1
DANC 63	Exercise for Dancers	1	DANC 61	Tap Dancing Level I	1
DANC/KNES	65 Introduction to Mat Pilates	1-1.5	DANC 62*	Intermediate Tap Dancing	1
DANC 66	Introduction to Latin Dance	1	DANC 63	Exercise for Dancers	1
DANC 67*	Pointe Ballet	1-1.5	KNES 65	Introduction to Mat Pilates	1-1.5
DANC 68	Introduction to Social Dance	1	DANC 66	Introduction to Latin Dance	1
DANC 69*	Intermediate Social Dance	1	DANC 67*	Pointe Ballet	1-1.5
DANC 70*	Intermediate Latin Dance	1	DANC 68	Introduction to Social Dance	1
DANC 71*	Advanced Ballet	1-1.5	DANC 69*	Intermediate Social Dance	1
DANC 72*	Advanced Modern Dance	1-1.5	DANC 70*	Intermediate Latin Dance	1
DANC 73*	Advanced Jazz Dance	1	DANC 71*	Advanced Ballet	1-1.5
DANC 74	Multicultural Dance History in the		DANC 72*	Advanced Modern Dance	1-1.5
	United States	3	DANC 73*	Advanced Jazz Dance	1
DANC 75*	Advanced Tap Dance	1	DANC 74	Multicultural Dance History in the	
DANC 78	Hip Hop	1		United States	3
DANC 79*	Hip Hop Level I	1	DANC 75*	Advanced Tap Dance	1
DANC 80*	Intermediate Hip Hop	1	DANC 80*	Intermediate Hip Hop	1
DANC 81*	Advanced Hip Hop	1	DANC 81*	Advanced Hip Hop	1
DANC 82	African Dance I	1	DANC 82	African Dance I	1
DANC 83	African Dance II	1	DANC 83	African Dance II	1
ETT 41*	Lighting Design Fundamentals	3	<u>DANC 184</u>	Middle Eastern Dance	<u>1</u>
ETT 42	Costume Design	3	ETT 41*	Lighting Design Fundamentals	3
*Course has	a prerequisite, corequisite, limitation,	or	ETT 42	Costume Design	3

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

recommended preparation; see course description.

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.

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.

Current Human Services Generalist Certificate of Achievement

The Human Services (HS) Generalist Certificate of Achievement is a Career Technical Education program designed to provide historical and current perspectives of the basic issues within the human services field. It is an introduction to the growing career options within the helping professions ield including, but not limited to, social work, psychology, sociology, anthropology, community-based corrections, and more. This program provides an opportunity to explore and work with diverse populations including children, adolescents, adults, and older adults. The HS Generalist program will enable students to make informed decisions about career directions and will prepare students for an array of careers in the behavioral health and the helping professions. This program option combines the Human Services behavioral core skills training and supervised experiential learning in beginning and advanced practicums in diverse Human Services Generalist fieldwork settings. The HS Generalist program serves as a natural gateway to the Social Work profession and other behavioral health career options. It provides students with the knowledge and skills to help individuals, groups, communities, and organizations function at optimal levels.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the Fieldwork and Seminar I IHS 110] (Beginning Practicum) course and is required for the completion of the Human Services Generalist Program. Visit the Human Services website at, https://www.saddleback.edu/hs/human-services to review the HS Generalist Roadmap chart. Fieldwork and Seminar Information Sessions are scheduled at the end of the Fall and Spring semesters to inform students of the application process for HS 110. Check the Human Services website for the dates and times.

The application process is competitive, and completion of an application does not guarantee acceptance into the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course may self-enroll in the Fieldwork & Seminar II [HS 150] (Advanced Practicum) course.

Revised Human Services Generalist Certificate of Achievement

The Human Services (HS) Generalist Certificate of Achievement is a Career Technical Education program designed to provide historical and current perspectives of the basic issues within the human services field. It is an introduction to the growing career options within the helping professions field including, but not limited to, social work, psychology, sociology, anthropology, community-based corrections, and more. This program provides an opportunity to explore and work with diverse populations including children, adolescents, adults, and older adults. The HS Generalist program will enable students to make informed decisions about career directions and will prepare students for an array of careers in the behavioral health and the helping professions. This program option combines the Human Services behavioral core skills training and supervised experiential learning in beginning and advanced practicums in diverse Human Services Generalist fieldwork settings. The HS Generalist program serves as a natural gateway to the Social Work profession and other behavioral health career options. It provides students with the knowledge and skills to help individuals, groups, communities, and organizations function at optimal levels.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course and is required for the completion of the Human Services Generalist Program. Visit the Human Services website at, https://www.saddleback.edu/hs/human-services to review the HS Program At-A-Glance. Fieldwork and Seminar Information Semesters to inform students of the required application process for HS 110. Check the Human Services website for the dates and times.

The application process is competitive, and completion of an application does not guarantee acceptance into the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course may self-enroll in the Fieldwork & Seminar II [HS 150] (Advanced Practicum) course.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Exemplify knowledge of the breadth of the Human Services profession.
- Engage human services intervention skills on a micro and macro level.
- Use Human Services behavioral core skills training and experiential learning in a human services setting.
- Impart effective rapport, and communication and attending skills.

Core Courses:

core courses.		
Course ID	Title	<u>Units</u>
HS 100*	Introduction to Human Services	3
HS 105	Ethical Issues and Client's Rights	3
HS 110*	Field Instruction and Seminar I	3.5
HS 120*	Human Development in the Social	
	Environment	3
HS 131	Multicultural and Diverse Populations	
	In the United States	3
HS 140	Group Leadership and Group Process	3
HS 150*	Field Instruction and Seminar II	3.5
HS 170	Alcohol and Other Drugs in our Societ	y 3
HS 174	Case Administration, Crisis Intervention	n
	and Referral	3
HS 176*	Co-Occurring Disorders	3
HS 177	Family Dynamics of Addiction and	
	Abuse	3
	Restricted Electives:	3
	Total Units for the Certificate:	37

Restricted Electives: Select 3 Units from the following

HS 112*	Conflict Resolution and Mediation	3
HS 172*	Physiological Effects and Pharmacology	
	Of Alcohol and Drugs	3
HS 171	Substance Abuse – Intervention,	
	Treatment and Recovery	3
HS 187	Juvenile Violence, Gangs, and	
	Victimization	3
HS 220	Benefits and Entitlement	3
SOC 1	Introduction to Sociology	3
Or		
SOC 1H	Honors Introduction to Sociology	3
SOC 10	Introduction to Marriage and the	
	Family	3
COUN 150	Helping Skills for Interpersonal	
	Relationships	3
PSYC 25*	Psychology of Aging	3
*Course has a	prerequisite, corequisite, limitation, or recomme	ended
preparation; se	e course description.	

Program Student Learning Outcomes

Students who complete this program will be able to:

- Exemplify knowledge of the breadth of the Human Services profession.
- Engage human services intervention skills on a micro and macro level.
- Use Human Services behavioral core skills training and experiential learning in a human services setting.
- Impart effective rapport, and communication and attending skills.

Core Courses:

Course ID	Title	Units
HS 100*	Introduction to Human Services	3
HS 120*	Human Development in the Social	
	Environment	3
HS 140	Group Leadership and Group Process	3
HS 170	Alcohol and Other Drugs in our Socie	ty 3
HS 105	Ethical Issues and Client's Rights	3
HS 174	Case Administration, Crisis Intervention	n
	and Referral	3
HS 131	Multicultural and Diverse Populations	
	In the United States	3
HS 177	Family Dynamics of Addiction and	
	Abuse	3
HS 176*	Co-Occurring Disorders	3
HS 110*	Field Instruction and Seminar I	3.5
HS 150*	Field Instruction and Seminar II	3.5
	Restricted Electives:	3
	Total Units for the Certificate:	37

Restricted Electives: Select 3 Units from the following

HS 112*	Conflict Resolution and Mediation	3
HS 101	Addiction Studies Counseling Skills	3
HS 172*	Physiological Effects and Pharmacology	
	Of Alcohol and Drugs	3
HS 171	Substance Abuse – Intervention,	
	Treatment and Recovery	3
HS 187	Juvenile Violence, Gangs, and	
	Victimization	3
HS 220	Benefits and Entitlement	3
SOC 1	Introduction to Sociology	3
Or		
SOC 1H	Honors Introduction to Sociology	3
SOC 10	Introduction to Marriage and the	
	Family	3
COUN 150	Helping Skills for Interpersonal	
	Relationships	3
PSYC 25*	Psychology of Aging	3

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

Current Human Services Generalist Associate of Science

The Human Services (HS) Generalist Associate of Science is a Career Technical Education program designed to provide historical and current perspectives of the basic issues within the human services field. It is an introduction to the growing career options within the helping professions field including, but not limited to, social work, psychology, sociology, anthropology, community-based corrections, and more. This program provides an opportunity to explore and work with diverse populations including children, adolescents, adults, and older adults. The HS Generalist program will enable students to make informed decisions about career directions and will prepare students for four-year college degrees in field of behavioral health and the helping professions. This program option combines the Human Services behavioral core skills training and supervised experiential learning in beginning and advanced practicums in diverse Human Services Generalist fieldwork settings. The HS Generalist program serves as a natural gateway to the Social Work profession and other behavioral health career options. It provides students with the knowledge and skills to help individuals, groups, communities, and organizations function at optimal levels.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course and is required for the completion of the Human Services Generalist Program. Visit the Human Services website at, https://www.saddleback.edu/hs/human-services to review the HS Generalist Roadmap chart. Fieldwork and Seminar Information Sessions are scheduled at the end of the Fall and Spring semesters to inform students of the application process for HS 110. Check the Human Services website for the dates and times.

The application process is competitive, and completion of an application does not guarantee acceptance into the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course may self-enroll in the Fieldwork & Seminar II [HS 150] (Advanced Practicum) course.

Revised Human Services Generalist Associate of Science

The Human Services (HS) Generalist Associate of Science is a Career Technical Education program designed to provide historical and current perspectives of the basic issues within the human services field. It is an introduction to the growing career options within the helping professions field including, but not limited to, social work, psychology, sociology, anthropology, community-based corrections, and more. This program provides an opportunity to explore and work with diverse populations including children, adolescents, adults, and older adults. The HS Generalist program will enable students to make informed decisions about career directions and will prepare students for four-year college degrees in field of behavioral health and the helping professions. This program option combines the Human Services behavioral core skills training and supervised experiential learning in beginning and advanced practicums in diverse Human Services Generalist fieldwork settings. The HS Generalist program serves as a natural gateway to the Social Work profession and other behavioral health career options. It provides students with the knowledge and skills to help individuals, groups, communities, and organizations function at optimal levels.

Completion of the five (5) Human Services Core Courses are prerequisites for the application to the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course and is required for the completion of the Human Services Generalist Program. Visit the Human Services website at, https://www.saddleback.edu/hs/human-services to review the HS **Program At-A-Glance**. Fieldwork and Seminar Information Sessions are scheduled at the end of the Fall and Spring semesters to inform students of the **required** application process for HS 110. Check the Human Services website for the dates and times.

The application process is competitive, and completion of an application does not guarantee acceptance into the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course. A minimum grade of "C" in all courses is required to receive the certificate. Students who successfully complete the Fieldwork and Seminar I [HS 110] (Beginning Practicum) course may self-enroll in the Fieldwork & Seminar II [HS 150] (Advanced Practicum) course.

Program Student Learning Outcomes

Students who complete this program will be able to:

- Exemplify knowledge of the breadth of the Human Services profession.
- Engage human services intervention skills on a micro and macro level.
- Use Human Services behavioral core skills training and experiential learning in a human services setting.
- Impart effective rapport, and communication and attending skills.

Core Courses:

Core Courses:		
Course ID	Title	<u>Units</u>
HS 100*	Introduction to Human Services	3
HS 105	Ethical Issues and Client's Rights	3
HS 110*	Field Instruction and Seminar I	3.5
HS 120*	Human Development in the Social	
	Environment	3
HS 131	Multicultural and Diverse Populations	
	In the United States	3
HS 140	Group Leadership and Group Process	3
HS 150*	Field Instruction and Seminar II	3.5
HS 170	Alcohol and Other Drugs in our Societ	у 3
HS 174	Case Administration, Crisis Interventio	n
	and Referral	3
HS 176*	Co-Occurring Disorders	3
HS 177	Family Dynamics of Addiction and	
	Abuse	3
	Restricted Electives:	3
	Total Units for the Major:	37
Restricted Elective	es: Select 3 Units from the following	
HS 112*	Conflict Resolution and Mediation	3
HS 171	Substance Abuse – Intervention,	
	Treatment and Recovery	3
HS 172*	Physiological Effects and Pharmacolog	у
	Of Alcohol and Drugs	3
HS 187	Juvenile Violence, Gangs, and	
	Victimization	3
HS 220	Benefits and Entitlement	3
SOC 1	Introduction to Sociology	3
Or		
SOC 1H	Honors Introduction to Sociology	3
SOC 10	Introduction to Marriage and the	
	Family	3
COUN 150	Helping Skills for Interpersonal	
	Relationships	3
PSYC 25*	Psychology of Aging	3
*Course has a prere	equisite, corequisite, limitation, or recomr	nended
preparation; see co	urse description.	

Associate of Science Degree

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

General Education Requirements for Associate Degrees

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

Program Student Learning Outcomes

Students who complete this program will be able to:

- Exemplify knowledge of the breadth of the Human Services profession.
- Engage human services intervention skills on a micro and macro level.
- Use Human Services behavioral core skills training and experiential learning in a human services setting.
- Impart effective rapport, and communication and attending skills.

Core Courses:

Core Courses.		
Course ID	Title L	<u> Jnits</u>
HS 100*	Introduction to Human Services	3
HS 120*	Human Development in the Social	
	Environment	3
HS 140	Group Leadership and Group Process	3
HS 170	Alcohol and Other Drugs in our Society	3
HS 105	Ethical Issues and Client's Rights	3
HS 174	Case Administration, Crisis Intervention	
	and Referral	3
HS 131	Multicultural and Diverse Populations	
	In the United States	3
HS 177	Family Dynamics of Addiction and	
	Abuse	3
HS 176*	Co-Occurring Disorders	3
HS 110*	Field Instruction and Seminar I	3.5
HS 150*	Field Instruction and Seminar II	3.5
	Restricted Electives:	3
	Total Units for the Major:	37
Restricted Elective	s: Select 3 Units from the following	
HS 112*	Conflict Resolution and Mediation	3
HS 101	Addiction Studies Counseling Skills	3
HS 172*	Physiological Effects and Pharmacology	
	Of Alcohol and Drugs	3
HS 171	Substance Abuse – Intervention,	
	Treatment and Recovery	3
HS 187	Juvenile Violence, Gangs, and	
	Victimization	3
HS 220	Benefits and Entitlement	3
SOC 1 Or	Introduction to Sociology	3
SOC 1H	Honors Introduction to Sociology	3
SOC 10	Introduction to Marriage and the	
	Family	3
COUN 150	Helping Skills for Interpersonal	
	Relationships	3
PSYC 25*	Psychology of Aging	3
*Course has a prere	quisite, corequisite, limitation, or recomm	ended
SOC 1H SOC 10 COUN 150 PSYC 25*	Introduction to Marriage and the Family Helping Skills for Interpersonal Relationships Psychology of Aging	3 3 3

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

Associate of Science Degree

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

General Education Requirements for Associate Degrees

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

Current Theatre Arts Associate in Arts for Transfer

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

Program Student Learning Outcomes

Students who complete this program will be able to:

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

Graduation Requirements

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

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

Required Core Courses: (9 units)

Required Core Co	urses: (9 units)	
Course ID	Title	Units
TA 20	Theatre Appreciation	3
or		
TA 25	Theatre History – Primitive to Renaissance	3
TA 1	Fundamentals of Acting	3
Complete 3 units	in Rehearsal and Performance Production	
TA 15*	Rehearsal and Performance – Drama	3
TA 16*	Rehearsal and Performance – Comedy	3
TA 17*	Rehearsal and Performance – Mixed Genres	3
List A: Select thre	e courses (9 units)	
TA 2*	Scene Study I	3
ETT 101*	Fundamentals of Design and Graphics for Theatre	3
ETT 41*	Lighting Design Fundamentals	3
ETT 42	Costume Design	3
TA 43	Stage Make-Up	3
ETT 40	Stagecraft	3
TA 15*●	Rehearsal and Performance – Drama	3
TA 16*●	Rehearsal and Performance – Comedy	3
TA 17*●	Rehearsal and Performance – Mixed Genres	3
	·	

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

Total Units for the Major

18

Revised Theatre Arts Associate in Arts for Transfer

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

Program Student Learning Outcomes

Students who complete this program will be able to:

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

Graduation Requirements

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

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

Required Core Courses: (9 units)

Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Children's Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management List A: Select three courses (9 units) TA 2* Scene Study I ETT 101* Fundamentals of Design and Graphics for Theatre ETT 41* Lighting Design Fundamentals ETT 42 Costume Design TA 43 Stage Make-Up ETT 40 Stagecraft TA 15*• Rehearsal and Performance – Drama TA 16*• Rehearsal and Performance – Comedy TA 17*• Rehearsal and Performance – Mixed Genres TA 19*• Rehearsal and Performance – Mixed Genres TA 113*• Rehearsal and Performance – Children's Theatre ETT 24* Stage Management	3 3 3 3 3 3 3 3 3 3 3 3
Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Musical Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management List A: Select three courses (9 units) TA 2* Scene Study ETT 101* Fundamentals of Design and Graphics for Theatre ETT 41* Lighting Design Fundamentals ETT 42 Costume Design TA 43 Stage Make-Up ETT 40 Stagecraft TA 15*• Rehearsal and Performance – Drama TA 16*• Rehearsal and Performance – Comedy TA 17*• Rehearsal and Performance – Mixed Genres TA 19*• Rehearsal and Performance – Musical Theatre	3 3 3 3 3 3 3
Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Musical Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management List A: Select three courses (9 units) TA 2* Scene Study! ETT 101* Fundamentals of Design and Graphics for Theatre ETT 41* Lighting Design Fundamentals ETT 42 Costume Design TA 43 Stage Make-Up ETT 40 Stagecraft TA 15*• Rehearsal and Performance – Drama TA 16*• Rehearsal and Performance – Comedy TA 17*• Rehearsal and Performance – Mixed Genres	3 3 3 3 3 3
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Musical Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management List A: Select three courses (9 units) TA 2* Scene Study ETT 101* Fundamentals of Design and Graphics for Theatre ETT 41* Lighting Design Fundamentals ETT 42 Costume Design TA 43 Stage Make-Up ETT 40 Stagecraft TA 15*• Rehearsal and Performance – Drama TA 16*• Rehearsal and Performance – Comedy	3 3 3 3 3 3
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Children's Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management List A: Select three courses (9 units) TA 2* Scene Study ETT 101* Fundamentals of Design and Graphics for Theatre ETT 41* Lighting Design Fundamentals ETT 42 Costume Design TA 43 Stage Make-Up ETT 40 Stagecraft TA 15*• Rehearsal and Performance – Drama	3 3 3 3 3
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Children's Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management List A: Select three courses (9 units) TA 2* Scene Study I ETT 101* Fundamentals of Design and Graphics for Theatre ETT 41* Lighting Design Fundamentals ETT 42 Costume Design TA 43 Stage Make-Up ETT 40 Stagecraft	3 3 3 3
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Children's Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management List A: Select three courses (9 units) TA 2* Scene Study I ETT 101* Fundamentals of Design and Graphics for Theatre ETT 41* Lighting Design Fundamentals ETT 42 Costume Design TA 43 Stage Make-Up	3 3 3 3
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Children's Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management List A: Select three courses (9 units) TA 2* Scene Study I ETT 101* Fundamentals of Design and Graphics for Theatre ETT 41* Lighting Design Fundamentals	3 3
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Children's Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management List A: Select three courses (9 units) TA 2* Scene Study I ETT 101* Fundamentals of Design and Graphics for Theatre	3
Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Children's Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management List A: Select three courses (9 units) TA 2* Scene Study I	-
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Children's Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management List A: Select three courses (9 units)	3
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Children's Theatre OR Complete 3 units in Technical Theatre in Production ETT 24 Stage Management	
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre TA 113* Rehearsal and Performance – Children's Theatre OR	3
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres TA 19* Rehearsal and Performance – Musical Theatre	
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy TA 17* Rehearsal and Performance – Mixed Genres	3
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama TA 16* Rehearsal and Performance – Comedy	3
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production TA 15* Rehearsal and Performance – Drama	3
TA 1 Fundamentals of Acting Complete 3 units in Rehearsal and Performance Production	3
,	3
,	3
or TA 25 Theatre History – Primitive to Renaissance	3
TA 20 Theatre Appreciation	3
	Jnits

Total Units for the Major

[•]A maximum of three units may be taken in Rehearsal and Performance Production (TA 15, TA 16, TA 17) to be counted toward List A requirements. Course taken to fulfill core requirement may not be taken again to meet List A requirements.

¹⁸

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

[•]A maximum of three units may be taken from TA 15, 16, 17, 19, 113, and ETT 24 to be counted toward List A requirements. Course taken to fulfill core requirement for Rehearsal and Performance Production or Technical Theatre in Production may not be taken again to meet List A requirements.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.6 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: ATEP and Irvine Valley College, Notices of Completion,

Various Projects

ACTION: Approval

BACKGROUND

The Board of Trustees approved or ratified agreements for the ATEP and Irvine Valley College projects as follows:

- New Dynasty Construction Co. for a current contract total of \$1,870,121.00, with a deductive change order of \$107,772.00 listed for ratification at this December's board meeting, for a revised contract total of \$1,762,349.00, for the ATEP Phase 1 Campus Site Signage project. The Board of Trustees approved the associated agreement on November 18, 2019.
- The Board of Trustees approved the associated CMAS Agreements No. 3-17-84-0052B and 4-16-84-0053A, Supplement No. 1 with Blue Violet Networks, LLC on February 24, 2020, for the Irvine Valley College Access Control & Security Systems and Hardware project. Pursuant to this approval, on August 31, 2020, the Board of Trustees ratified the purchase order #P197970, which was issued on July 14, 2020, for a contract total of \$369,607.42.

STATUS

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

- ATEP Phase 1 Campus Site Signage project (EXHIBIT A)
- Irvine Valley College Access Control & Security Systems and Hardware project (EXHIBIT B)

RECOMMENDATION

The Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion for the Phase 1 Campus Site Signage project at ATEP to New Dynasty Construction Co., for a contract total of \$1,762,349.00 and for the Access Control & Security Systems and Hardware project #P197970 at Irvine Valley College to Blue Violet Networks, LLC, for a contract total of \$369,607.42. It is also recommended that the Board of Trustees authorize the release of retention 35 days after filing.

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

Recording Requested By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: Phase 1 Campus Site Signage project at ADVANCED TECHNOLOGY AND EDUCATION PARK, the contract for the doing of which was heretofore entered into the 19th day of November 2019, which contract was made with NEW DYNASTY CONSTRUCTION CO., as Contractor; that said improvements were completed on the 3rd day of October 2020, and accepted by formal action of the governing board of said District on the 14th day of December 2020, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is NATIONAL MUTUAL INSURANCE COMPANY; HACKETT BONDS & INSURANCE SERVICES that the property hereinafter referred to and on which said improvements were made is described as follows:

ADVANCED TECHNOLOGY AND EDUCATION PARK 1624 VALENCIA AVENUE TUSTIN, CA 92782

	1001111, 011 7270	_	
SOUTH ORANGE COUNTY COM	MMUNITY COLLEGE I	DISTRICT OF ORANGE COUNTY, CA	
Ву			
	Ann-Marie Gabel	Dated	
	Vice Chancellor, Busine		
A notary public or other office completing document to which this certificate is attac			
State of California County of Orange			
Subscribed and sworn to (or affirmed) before	e me		
on this day of	_, 20		
by Ann-Marie Gabel (Name of Signer)			
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.			
Signature_			
Signature of Notary Public		(Seal)	

Recording Requested By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: Access Control & Security Systems And Hardware Project # P197970 project at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 14th day of July 2020, which contract was made with BLUE VIOLET NETWORKS, LLC, as Contractor; that said improvements were completed on the 27th day of October 2020, and accepted by formal action of the governing board of said District on the 14th day of December 2020, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is GENERAL REINSURANCE CORPORATION that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE 5500 IRVINE CENTER DRIVE IRVINE CA 92618

IRV	VINE, CA 92618
SOUTH ORANGE COUNTY COMMUNI	TY COLLEGE DISTRICT OF ORANGE COUNTY, CA
By	
Ann-Ma	arie Gabel Dated nancellor, Business Services
	tificate verifies only the identity of the individual who signed the d 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, 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)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 12/14/20

ITEM: 5.7

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 Community College League of California (CCLC) conferences.

Item Submitted By: Kathleen F. Burke, Chancellor

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
CCLC National Legislative Summit (NLS) California Delegation Breakfast and Briefing Washington Marriott Marquis Washington, D.C.	February 9, 2021	\$1,178*	none	
CCLC 2021 Annual Trustees Conference Monterey Plaza Hotel & Spa Monterey, CA	April 30- May 2, 2021	\$3,116*	none	

- * The figure in parentheses is the estimated number of nights lodging
- ** The amount listed includes estimated airfare, lodging, meals, and other expenditures

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 12/14/20

ITEM: 5.8

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Authorize the Purchase of Amazon Web Services Virtual

Private Cloud Services, DLT Solutions, LLC

ACTION: Approval

BACKGROUND

The Information Technology (IT) departments district-wide have an ongoing need to procure virtual private cloud services. Pursuant to Public Contract Code Section 10298, the District can utilize contracts awarded by the California Department of General Services through its California Multiple Award Schedules (CMAS).

STATUS

DLT Solutions, LLC was awarded CMAS Contract No. 3-16-70-1047B for Amazon Web Services (AWS) virtual private cloud services. District staff has reviewed the terms and conditions of the contract and finds it is in the best interest of the District to use the CMAS Contract for the purchase of AWS virtual private cloud services. The CMAS Contract is available for review in the Procurement, Central Services and Risk Management department. This approval applies to purchases made within the terms of the Agreement and all future approved Supplements and/or Amendments through the entirety to the CMAS Contract term, and is contingent upon the availability of funds for each purchase. All purchases will be procured using District issued purchase orders and will be brought forward for Board ratification. Funding is available in the District's and colleges' general fund and approved Basic Aid accounts.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve California Multiple Award Schedule Contract No. 3-16-70-1047B and all future approved supplements and/or amendments as awarded to DLT Solutions, LLC for the purchase of Amazon Web Services virtual private cloud services.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.9 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Award of Professional Services Agreements for Work Orders

for Marketing Consultant Services, Collier.Simon, Full Capacity Marketing, Inc., Interact Communications, Inc., Graduate

Communications, Inc., and Glacier Communications, Inc.

ACTION: Approval

BACKGROUND

Irvine Valley College and Saddleback College have a recurring and ongoing need for specialized marketing services in support of marketing, communications, creative services, and their Career Technical Education (CTE) programs. The goal for marketing services is to increase enrollment and to promote events, CTE, outreach, research, and grant-funded programs through various marketing campaigns, social/multimedia, advertising, media buying, and creative services. The need for a pool of qualified marketing firms to support the colleges with various short and long-term marketing strategies and implementation plans is required.

STATUS

On September 28, 2020, Request for Qualifications and Proposals 395D for Marketing Consultant Services (RFQ&P) was issued by placing advertisements in the OC Register on September 28 and October 5, 2020. The RFQ&P document was made available on the District's website and sent out to ninety-two firms through the PlanetBids system. The District further identified and reached out to 116 firms and distributed the RFQ&P. On October 29, 2020, fourteen proposals were received and were deemed responsive in conformance to RFQ&P specifications (EXHIBIT A).

District and college staff evaluated the submittals. Criteria for evaluation included a combination of qualifications and expertise, demonstrated knowledge and experience with higher education, client references, and fees. After the initial evaluation, seven firms were invited for interviews and oral presentations on November 12, 2020.

The committee recommends award of agreements for the entirety of the scope for all services identified in the RFQ&P and agreement to a pool of four firms: Collier.Simon (EXHIBIT B), Full Capacity Marketing, Inc. (EXHIBIT C), Interact Communications, Inc. (EXHIBIT D), and Graduate Communications, Inc. (EXHIBIT E). Furthermore, the committee recommends that Glacier Communications, Inc. (EXHIBIT F) be awarded the agreement for a limited scope of services related to high school marketing campaigns.

The term of the Agreements shall be for five years from January 1, 2021 through December 31, 2025. The rates identified on Exhibit A and each of the Agreements (EXHIBITS B-F) shall be held firm through the entirety of the five year term.

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

The award of Professional Services Agreements as a result of this RFQ&P and all work performed pursuant to the agreements will be by issuance of a Work Order only. The award of Agreements is not a guaranteed award of work. As marketing services become required, the competitive process will continue with a project specific Work Order Request for Proposal issued to the four firms in the pool. There is no obligation to draw services from the pool and no prohibition to selecting services outside the pool for a specific project if it is considered in the best interest of the District.

Funding for these marketing services for Irvine Valley College and Saddleback College are available in various college funds. Funds for the CTE program are available in the Regional Strong Workforce Program budget.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Professional Services Agreements for Work Orders for marketing consultant services with Collier.Simon, Full Capacity Marketing, Inc., Interact Communications, Inc., Graduate Communications, Inc., and Glacier Communications, Inc., and authorize the Vice Chancellor of Business Services, or designee, to execute the Agreements.



Request for Qualifications and Proposals (RFQ&P) No. 395D Marketing Consultant Services

Submittals South Orange County Community College District December 14, 2020

COMPANY NAME *Collier.Simon	CITY Hollywood, CA	PROPOSAL EVALUATION SCORE 88.00	INTERVIEW EVALUATION SCORE 94.38	RANGE OF HOURLY RATES FOR SERVICES IDENTIFIED IN RFQ&P ***\$105 per Hour
*Full Capacity Marketing, Inc.	Encinitas, CA	90.25	88.50	***\$105 per Hour
*Interact Communications, Inc.	Oceanside, CA	86.25	86.88	***\$100 per Hour
*Graduate Communications, Inc.	Oceanside, CA	83.38	85.88	***\$105 per Hour
Glacier Communications, Inc.	Calgary, AB, Canada	85.38	74.13	*\$60-80 per Hour
3Fold Communications	Sacramento, CA	82.63	70.38	\$100-\$125 per Hour
Twenty Fifth Hour Communications	Paso Robles, CA	80.13	69.88	\$85-\$400 per Hour
Civilian	San Diego, CA	74.88	N/A	\$100-\$125 per Hour
MIG	San Diego, CA	74.63	N/A	\$160-\$265 per Hour
Insight Marketing Design	Mission Viejo, CA	70.25	N/A	Did not propose hourly rates
Mob Media, Inc.	Foothill Ranch, CA	67.13	N/A	\$95-\$115

TRAFFIK Edu	Irvine, CA	67.00	N/A	\$150-\$175 per Hour
Ruffalo Noel Levitz, LLC (RNL)	Cedar Rapids, IA	65.88	N/A	\$92-\$140 per Hour
James Thomas Media (JTM)	Vacaville, CA	65.00	N/A	\$250 per Hour

^{*} Firm recommended for pool.

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

- Proven company track record with relevant community college experience.
- Demonstrated best fit in understanding the scope of services and end user expectations.
- Proven ability to develop communication plans that appeal to diverse audiences.
- Demonstrated ability to implement creative, fresh and persuasive marketing campaigns.
- Demonstrated expertise in areas of need defined by the colleges such as Enrollment Management, Guided Pathways and Career Education.

^{**}Firm recommended only for high school marketing campaigns.

^{***}Final negotiated not to exceed blended fee.



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 Collier.Simon ("Consultant"). District and Consultant are also referred to collectively as the "Parties" and individually as "Party."

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

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

WHEREAS, on September 28, 2020, the District issued RFQ&P No. 395D Marketing Consultant Services ("RFQ&P"); and

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

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

1. Statement of Service. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession. Services to be provided by Consultant ("Work"):

The Consultant's services shall consist of those services performed by the Consultant and Consultant's employees as enumerated in this Agreement, along with all aspects of services as identified 395D Marketing Consultant Services, referenced herein and made a part hereof as Attachment A and Consultant's Proposal, referenced herein and made a part hereof as Attachment B. The Agreement, Attachment A and Attachment B shall collectively be defined as the "Services." The Parties understand and agree that the Agreement along with the Revised Fee and Rate Proposal (Attachment C) shall be the prevailing and governing documents and that Attachments A and B are intended to cooperate and be complementary.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Work Orders to Consultant authorizing certain work, and the provisions of this Agreement shall apply to all such Work Orders. Consultant shall not perform and District shall not be liable for any work performed by Consultant unless written authorization from District is given to Consultant in the form of such Work Order(s) prior to the performance of such work.

The Consultant shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Work Order, all the services articulated in the Consultant's scope of work ("Services"), which may be more particularly described in a Work Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the Consultant's proposal or similar document.

- 2. Term. The term of this Agreement shall begin January 1, 2021 and shall end December 31, 2025 in accordance with the schedule. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Work Order shall be established in each individual Work Order issued to the Consultant.
- Project Schedule. The Consultant acknowledges that all time limits stated in this Agreement and associated Work Orders are of the utmost importance to District. The Consultant shall submit for the District's approval a schedule for the performance of the Consultant's services. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for the District's review and for approval by authorities having jurisdiction over the Project. The time limits established by this schedule shall not, except for reasonable cause (such cause shall be approved by District in writing), be exceeded by the Consultant.

SOCCCD # 401 Page 1 of 13 4. <u>Criteria for Award of Work Order</u>. The award of each Work Order will be made to the responsive and responsible firm judged to offer the most advantages and deemed the best fit for the District. The evaluation scoring criteria for award of each Work Order shall be as follows:

Criteria	Points
Approach and Methodology	25
Experience and Qualifications of the Proposed Project Team	25
Proposed Project Schedule	25
Pricing	25

5. Payment.

A. Consultant Hourly Rate Schedule. The hourly billable rates include fully burdened hourly rates for each individual consultant identified to perform work for any assigned project. The rates identified below is set at a not to exceed amount payable for the highest qualified, experienced and skilled consultant/s assigned to any of the services identified below.

Service Description	Role/Team Member Title	Not-to-Exceed Hourly Billable Rate
Geofencing and Geotargeting Efforts	Sr. Planning Director	\$105
Geolargeling Enoits	Sr. Account Manager	\$105
Mobile Advertising	Sr. Planning Director	\$105
	Sr. Account Manager	\$105 \$105
	Sr. Account Executive	\$105
	Creative Director	\$105
	Sr. Art Director	\$105
	Sr. Copywriter	\$105
	Designer	\$105
	Video Editor	\$105
Over-the-Top	Sr. Planning Director	440-
Advertising	Sr. Account Manager	\$105
	Sr. Account Executive	\$105 \$105
	Creative Director	\$105 \$105
	Sr. Art Director	\$105
	Sr. Copywriter	\$105 \$105
	Designer	\$105
	Video Editor	\$105
SocialMedia		
	Sr. Planning Director	\$105
	Sr. Account Manager	\$105
	Sr. Account Executive	\$105
	Creative Director	\$105
	Sr. Art Director	\$105
	Sr. Copywriter	\$105
	Designer	\$105
	Video Editor	\$105 \$105
	Community Manager	\$105

		1 age 6 61 17
Google AdWords	Sr. Planning Director	\$105
	Sr. Account Manager	\$105
Search Retargeting	Sr. Planning Director	\$105
	Sr. Account Manager	\$105
Display Advertising	Sr. Planning Director	\$10E
	Sr. Account Manager	\$105 \$105
	Sr. Account Executive	\$105 \$105
	Creative Director	\$105 \$105
	Sr. Art Director	\$105 \$105
	Sr. Copywriter	\$105 \$105
		\$105 \$105
	Designer Video Editor	\$105 \$105
	Video Editor	Ψ103
Email Advertising	Director, CRM Strategy	\$105
	Sr. Account Manager	\$105
	Sr. Account Executive	\$105
	Creative Director	\$105
	Sr. Art Director	\$105
	Sr. Copywriter	\$105
	Designer	\$105
RadioandTV	Sr. Dlanning Director	0.10 -
Advertising	Sr. Planning Director	\$105
	Sr. Account Manager	\$105
	Sr. Account Executive	\$105
	Creative Director	\$105
	Sr. Art Director	\$105
	Sr. Copywriter	\$105
	Designer	\$105
	Video Editor	\$105
Copy Writing	Sr. Copywriter	\$105
Graphic Design	Sr. Art Director	\$105
	Designer	\$105
Multimedia Production	Producer	\$105
	Creative Director	\$105 \$105
	Sr. Art Director	\$105 \$105
	Sr. Copywriter	\$105 \$105
	Designer	\$105 \$105
	Video Editor	\$105 \$105
Analytics and Reporting	On Discosing Discosing	\$105
	Sr. Planning Director	\$105
	Sr. Account Manager	\$105
E' Lord D. (M. l'	Sr. Account Executive	
Fixed 3 rd Party Media Buying Markup	Media Fee	12%
Percentage		.2,0
		<u> </u>

Page 4 of 13

B. Compensation Only Upon Work Order Execution. Consultant shall not be entitled to any compensation for any services unless and until a written Work Order has been issued by the District. Upon issuance of such a Work Order, Consultant agrees to perform basic Services provided by this Agreement and the Work Order, and District agrees to pay Consultant for such Services in accordance with the fee schedule set forth above and confirmed as a not to exceed price in the Work Order.

The District will not pay any reimbursable expenses of the Consultant and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of:

- 1) Defective or deficient work product not remedied;
- 2) Failure of the Consultant to make payments properly to its employees or sub-consultants; or
- 3) Failure of Consultant to perform its services in a timely manner so as to conform to Project schedule.
- C. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for the District, unless otherwise specifically stated in this Agreement.
- D. Reimbursement of Expenses. The District recognizes that certain costs and expenses associated with the Work performed are reimbursable to the Consultant. Provided that the Consultant obtains the District's prior written approval, costs and expenses will be reimbursed to the Consultant in accordance with this Article. The District's prior written authorization is an express condition precedent to any reimbursement to the Consultant of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by the District and calculated in accordance with the rates set forth. The Consultant's mileage and travel time shall not be considered as an allowable reimbursable expense. The descriptive categories of expenses that may be considered for reimbursement are as follows, and any other reimbursable expenses must be approved in writing by the District:
 - 1) Approved reproduction of reports and/or other documents in excess of the copies required by this Agreement:
 - 2) Fees advanced for securing approval of authorities in connection with the Work rendered pursuant to this Agreement;
 - 3) Cost of UPS, Federal Express, and other deliverables; and
 - 4) Cost of subconsultants hired by Consultant with prior written approval of District.
- E. Payment in Full. This compensation shall be compensation in full for all services performed by the Consultant under the terms of this Agreement and assigned Work Order, except where additional compensation is agreed upon between the Consultant and District in writing as provided for as additional services.
- F. Method and Schedule of Payment. District shall pay to Consultant the Contract Amount pursuant to invoice from Consultant in accordance with this Agreement.

Invoices. Upon satisfactory completion and acceptance of Work, Consultant shall submit to the District detailed billing information regarding the Work provided for the billing period, not more than once per month, applicable, District-authorized expenses incurred during the billing AccountsPayable@socccd.edu or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. To ensure prompt and accurate payment, all invoices related to this Agreement shall reference the following Agreement Number: DSPCRM-PSA-2570-2020.

All District-authorized expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include

SOCCCD # 401

the invoice date, date(s) of service(s), District's purchase order number, and Consultant's taxpayer identification number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. If payment term differs, it must be noted in Article 3A. An invoice cannot be paid unless this Agreement has been signed by Consultant and has been properly executed by District.

- 6. <u>Materials and Expenses</u>. Consultant shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for District. Consultant's Work will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of their profession.
- 7. <u>Transportation</u>. Consultant hereby acknowledges and understands that it is their 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 Consultant's transportation for which the Consultant shall indemnify the District in accordance with the Hold Harmless and Indemnification provision herein.
- 8. <u>Taxes.</u> Consultant acknowledges and agrees that it is their sole responsibility to report as income their compensation received from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local taxation authorities. No part of Consultant's compensation shall be subject to withholding by the District for the payment of social security, unemployment, disability insurance, or any other similar state or federal tax obligation.
- 9. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Consultant is a nonresident of California, which may include California nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from FTB. As of January 1, 2008, the standard withholding amount for all payments to nonresident California Consultants is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Consultant's California State Income Tax Account, settlement of which must be made by Consultant directly with the State of California through Withholding Coordinator, Franchise Tax Board, P.O. Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the nonresident Consultant and Consultant shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Consultant's acts or omissions with respect to this nonresident requirement. Consultant shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.
- 10. <u>Standard of Care and Professional Conduct</u>. The Consultant shall perform all Work hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, the Work that is set forth in this Agreement and represents that the Work is within the technical and professional areas of expertise of the Consultant or any subconsultant the Consultant has engaged or will engage to perform the Work. If the District desires, the District shall request in writing, the Consultant to provide Work in addition to, or different from, the Work described herein. The Consultant shall advise the District in writing of any Work that, in the Consultant's opinion, lie outside of the technical and professional expertise of the Consultant. 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.

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

9. <u>Audit and Inspection of Records</u>. At any time during the normal business hours and as often as District may deem necessary, Consultant shall make available to District for examination at District's place of business as

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2570-2020 specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Consultant will permit the District to audit, and to make audits of all invoices, materials, payroll, records of personnel and other data related to all matters covered by this Agreement.

- 10. <u>Time is of the Essence</u>. Time is of the essence with respect to all provisions of this Agreement.
- 11. <u>Termination</u>. 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 Consultant only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Consultant for all costs associated with addressing and rectifying Consultant's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Consultant. In such case, notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.
- 12. Hold Harmless & Indemnification. To the fullest extent permitted by law, the Consultant and its subconsultants shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees. officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or injuries/illnesses (including COVID-19) of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of Consultant, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the Consultant's Work of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Consultant and its subconsultants shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. Consultant shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of Consultant's and/or its subconsultants' business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.
 - A. Consultant and its subconsultants' obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
 - B. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
 - C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant and its subconsultants from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
- 13. <u>Insurance</u>. The Consultant and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, Consultant's required minimum coverage limits set forth herein at the commencement of a renewal term by providing Consultant and subconsultant (if applicable) written notice.
 - A. <u>A.M. Best Financial Rating</u>. Policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.
 - B. <u>Admitted Carrier(s)</u>. Policies of insurance shall be afforded by insurers who are admitted licensed to transact business in the State of California.

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2570-2020

- C. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, Consultant shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease Each Employee, and One Million Dollars (\$1,000,000) for Disease Policy Limit.
- D. <u>Commercial General Liability</u>. Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.
- E. <u>Automobile Liability</u>. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses involving "Any Auto".
- F. <u>Professional Liability aka Errors and Omissions</u>. Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) general aggregate to cover against liability claims/lawsuits related to the professional Work as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.
- G. <u>Additional Insured Endorsement</u>. Consultant and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Consultant's and Consultant's subconsultants Commercial General Liability and Automobile Liability insurance policies.
- H. <u>Primary and non-contributory endorsement</u>. Consultant and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.
- I. <u>Waiver of Subrogation Endorsements</u>. Consultant and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to Consultant and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.
- J. <u>No Cancellation or Material Modification</u>. Policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District.
- K. <u>Certificate(s) of Insurance and Endorsement(s)</u>. Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon Consultant's execution of this Agreement. No work shall commence by Consultant or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.
- 14. Public Retirement System Retirees. Consultant must disclose to the District if Consultant has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Consultant has retired from CalSTRS and hours worked limitations if Consultant has retired from CalPERS. If Consultant has retired from either CalSTRS or CalPERS, Consultant should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 June 30).
- 15. Independent Consultant. Consultant and not an employee of the District. Consultant and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Work to be provided under this Agreement. Consultant shall assume full responsibility for withholding and payment of all federal, state, local and applicable income taxes; workers'

SOCCCD # 401 Page 7 of 13

compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Consultant and Consultant's employees. Consultant should be aware that the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Consultant or Consultant's employees or subconsultants. Consultant agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of Consultant to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Consultant's employees or subconsultants.

- 16. <u>Use of Subconsultants</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District. Consultant must obtain District's prior written approval to use any subconsultants while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Consultant and subconsultant. Such approval must include approval of the proposed subconsultant and the terms of compensation. If written approval for Consultant's use of a subconsultant is provided by the District, Consultant warrants that said subconsultant shall have sufficient skill and experience to perform the Work assigned to them. Consultant further represents that its subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subconsultant's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual relationship between District and any approved subconsultant. Notwithstanding District's approval of any subconsultant's contract, Consultant shall remain solely responsible for any harm, damage, or claim arising from any subconsultant's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.
- 17. <u>Assignment</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District.
- 18. <u>Employment with Public Agency</u>. If Consultant is an employee of another public agency, Consultant agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which Work is actually being performed pursuant to this Agreement.
- 19. Representations and Warranties. Consultant on its own behalf and on behalf of all its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, Consultant acknowledges and agrees that the District, in deciding to engage Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant's engagement hereunder:

Consultant and its employees are qualified in all respects to provide to the District all of the Work contemplated by this Agreement and, to the extent required by any applicable laws, Consultant and its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Work as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of this Agreement.

Consultant, in providing the Work and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. Consultant shall be liable for all violations of such laws and regulations in connection with the Work as described herein.

20. Equal Opportunity/Non-Discrimination. Consultant shall not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as a consultant because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.
Consultant shall ensure that all Work and benefits rendered to the District, its Board of Trustees, officers, agents.

Consultant shall ensure that all Work and benefits rendered to the District, its Board of Trustees, officers, agents, employees, representatives, students, consultants/contractors, and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Consultant shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

Agreement Number: DSPCRM-PSA-2570-2020

21. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

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

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

Consultant and its subconsultants shall ensure that its employees will at all times comply with COVID-19 Addendum - Consultant Protocols While on District Property During COVID-19 Pandemic.

- 22. Certification Regarding the California Penal Code Section 290. By executing this Agreement, Consultant agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Consultant certifies and understands that every person required to register under Section 290 shall disclose their status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent Consultant, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.
- 23. <u>Profanity Prohibited.</u> Profanity of any kind, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property or any property while Consultant and/or subconsultant are performing Work described herein is prohibited.
- 24. <u>Mandatory Dress Code</u>. Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above Article.
- 25. <u>Trademark/Logo Use</u>. Consultant must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event permission is granted, PIO will furnish Consultant with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Consultant's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Consultant shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

26. Originality of Work.

A. Matters Produced Under this Agreement. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, titles and interests in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

SOCCCD # 401 Page 9 of 13

- B. Consultant Use of Other Copyright/Trademark/Patent Materials. Consultant 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. Consultant agrees to defend, indemnify, and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.
- 27. <u>Rights to Data</u>. Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of Work under this Agreement.
- 28. **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. Confidential information may include, but is not limited to, information related to the District's research, development, trade secrets, and business affairs. 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/contractors in violation of the provisions of this Agreement.

Consultant shall advise the District of any and all materials subject to any copyright restrictions or requirements, which are used or recommended for use by Consultant to achieve the project goals. In the event Consultant shall fail to advise the District of such use under this Agreement, and as a result, the District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the Consultant's Work and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

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

DISTRICT: South Orange County Community College District

Priya Jerome, Executive Director of Procurement,

Central Services, and Risk Management

28000 Marguerite Parkway Mission Viejo, CA 92692

(949) 582-4850 / purchasing-dept@socccd.edu

CONSULTANT: Collier.Simon

Matt Seigel, President 1642 Wilcox Avenue Hollywood, CA 90028

(310) 927-1192 / mseigel@colliersimon.com

A Party may change their designated representative and/or address for the purposes 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 Article.

- 31. <u>Supersedes.</u> This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.
- 32. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with jurisdiction/venue in Orange, California.
- 33. Force Majeure. The Consultant and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Consultant's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 34. <u>Severability</u>. 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.
- 35. <u>Interpretation</u>. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.
- 36. Conflict of Interest. Consultant hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Consultant has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Consultant has no business or financial interests which are in conflict with Consultant's obligations to District under this Agreement; and (iii) Consultant shall not employ in the performance of Work under this Agreement any person or entity having any such interests.
- 37. <u>Certification Regarding Debarment, Suspension or Other Ineligibility (Applicable to all agreements funded in part or whole with federal funds).</u>
 - A. By executing this contractual instrument, Consultant agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
 - B. By executing this contractual instrument, Consultant certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax

SOCCCD # 401 Page 11 of 13

- evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Consultant's present responsibility;
- 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
- 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
- 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
- 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.
- 38. Accessibility of Information and Communication Technology. Consultant 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. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Consultant agrees to respond promptly and resolve any complaints regarding accessibility of its products or Work that are brought to its attention. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Consultant is responsible for all claims and expenses borne by the District, which arise out of the Work under this Agreement, found to be non-compliant with Federal and California laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of Work produced. Consultant further agrees to indemnify and hold harmless the District from and against any claim arising out of Consultant's failure to comply with these requirements. Consultant acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement or cancellation of the Work.
- 39. Entire Agreement and Amendment. The Agreement documents consist of this Agreement, any Exhibits thereto, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by the District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, including all properly executed Work Orders, and any exhibits thereto, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive Work in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall complement the terms of this Agreement.
- 40. <u>Authority to Execute</u>. The individual(s) executing this Agreement on behalf of the Consultant is/are duly and fully authorized to execute this Agreement on behalf of Consultant and to bind the Consultant to each and every term, condition, and covenant of this Agreement.
- 41. <u>Approval by District's Board of Trustees</u>. 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.

SOCCCD # 401

Agreement Number: DSDCRM BSA 3570 3030

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

CONSULTANT

DISTRICT

COLLIER.SIMON

South Orange County Community College District

Signature:

Signature:

Print Name:

Print Name:

Title:

Date:

Date:



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CONSULTANT PROTOCOLS WHILE ON DISTRICT PROPERTY DURING COVID-19 PANDEMIC

The Consultant along with their subconsultants, hereafter referred to as "Consultant" shall follow these Protocols as a condition of being permitted on District property. The dually executed Agreement for the Consultant's Services shall be the governing document and this Protocol document is intended to be supplementary. The Consultant acknowledges that when it relates to COVID-19, the Consultant shall adjust business operations to comply with COVID-19 specific safety guidelines prescribed by federal, state, and local governmental agencies, including the Orange County Health Care Agency (OCHCA), Centers for Disease Control and Prevention (CDC), and Cal/OSHA. The Consultant further acknowledges that all safety guidelines prescribed and updated by federal, state, and local governmental agencies, including the OCHCA, CDC, and Cal/OSHA shall be followed at all times and that this Protocols document should be treated as additional, providing the District with the greatest levels of protection. Failure to comply with any of the Protocols

As a requirement to perform Services on campus, the Consultant agrees that its employees shall adhere to the following.

identified herein, may subject the Consultant's employee(s) to immediate removal from the District's premises.

- 1. Consultant shall train employees on how to limit the spread of COVID-19 pursuant to the symptoms as identified by the CDC and Cal/OSHA, including but not limited to the following:
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea

2. Implement control measures

- Consultant shall provide an adequate supply of personal protective equipment (PPE) such as face masks/coverings to all of its employees to wear at all times while on District property
- Direct all employees to:
 - Wash hands often with soap and water for at least 20 seconds
 - Use hand sanitizer/wipes when soap and water are not available (Consultant shall supply and make available hand sanitizer/wipes)
 - o Cover cough or sneeze

3. Implement cleaning and disinfecting protocols

- Consultant shall ensure that adequate cleaning and disinfecting supplies are available at every job site on District premises
- Consultant shall ensure that any and all equipment, objects, and surfaces are cleaned and disinfected after each use

4. Implement physical distancing guidelines

A minimum of 6 feet of physical distance between all individuals shall be maintained while on District property.

Created: 10/20/20 Page 1 of 1

REVISED FEE AND RATE PROPOSAL-ATTACHMENT C 11/17/2020

Service Description	Role	SOCCCD Blended Rate (based on 5 yr commitment)
Geofencing and Geotargeting	Sr. Planning Director	\$105 Me
Efforts	Sr. Account Manager	\$105
Bwich vit	Sr. Planning Director	\$105
Alls fach	Sr. Account Manager	\$105 Coed
Mobile Advertising	Sr. Account Executive	\$105
This team is reflective of creating and managing the associated creative	Creative Director	\$105
advertising assets.	Sr. Art Director	\$105
If we're only referencing the placing of media, that would be based on media fee	Guilsfie Sr. Copywriter	\$105
passa of filedia rec	Designer	Frochas \$105
Cloddiau	Video Editor	\$105
(Y-Trallwing)	Sr. Planning Director	\$105
Velshpool & Llanian	Sr. Account Manager	\$105
Over-the-top-Advertising	Sr. Account Executive	\$105 Brocks
This team is reflective of creating and managing the associated creative advertising assets. If we're only referencing the placing of media, that would be	Creative Director	Binv\$105 00 C
	Sr. Art Director	\$105 Bett
	Sr. Copywriter	\$105
based on media fee	Designer	\$105
J. (Force)	Video Editor	\$105 BOT
Hoto Berriew	Sr. Planning Director	\$105
Social Media	Sr. Account Manager	\$105
Social Media	Sr. Account Executive	\$105
This team is reflective of creating and managing the associated creative advertising assets.	Creative Director	\$105
	Sr. Art Director	\$105
If we're only referencing the placing of	Sr. Copywriter	\$105
media, that would be based on media fee	Designer	\$105
based on media ree	Video Editor	\$105
	Community Manager	\$105

Service Description	Role	Agency Rate	Ca Community College Rates
nfyllin (fig.)	Sr. Planning Director	\$185	\$105
Google AdWords	Sr. Account Manager	\$135	\$105
Bwich y	Sr. Planning Director	\$185	\$105
Search Retargeting	Sr. Account Manager	\$135 Cologion	\$105
356 Pantre 7	Sr. Planning Director	\$185	\$105
beirde	Sr. Account Manager	\$135	\$105
Display Advertising	Sr. Account Executive	\$115	\$105
This team is reflective of creating and managing the associated	Creative Director	\$250	\$105
creative advertising assets.	Sr. Art Director	\$150 Frod	\$105
If we're only referencing the placing of media, that would be based on media fee	Sr. Copywriter	\$150	\$105
dd (Y-Tra	Designer	\$115	\$105
Welshpool & Llanfair	Video Editor	\$150	\$105
Powis Ci	Director, CRM Strategy	\$185	\$105
& Garden	Sr. Account Manager	\$135 vsta	\$105
	Sr. Account Executive	\$115	\$105
Email Advertising	Creative Director	\$250	\$105
	Sr. Art Director	\$150	\$105
	Sr. Copywriter	\$150	\$105
Berriew	Designer	\$115	\$105
Park	Sr. Planning Director	\$185	\$105
Radio & TV Advertising	Sr. Account Manager	\$135	\$105
This team is reflective of creating and managing the associated creative advertising assets.	Sr. Account Executive	\$115	\$105
	Creative Director	\$250	\$105
	Sr. Art Director	\$150	\$105
If we're only referencing the placing of media, that would be	Sr. Copywriter	\$150	\$105
based on media fee	Designer	\$115	\$105
	Video Editor	\$150	\$105

Service Description	Role	SOCCCD Blended Rate (based on 5 yr commitment)
Copywriting	Sr. Copywriter	\$105
Graphic Design	Sarnau Sr. Art Director	\$105 statistown
Pentre T beirdd Geuffordd	Designer	\$105
Groes-lwyd	Producer Guilsfield	\$105
Cloddiau	Creative Director	\$105
Welshpool & Llanfair Lt_Rly	Sr. Art Director	\$105
Multimedia Production	Sr. Copywriter	\$105
	Designer	\$105
Wynderw 7 A LE Ford	Video Editor	\$105
Berriew	Sr. Planning Director	\$105 TON BIS
Analytics and Reporting	Sr. Account Manager	\$105
TOTAL STATE OF THE PARTY OF THE	Sr. Account Executive	\$105
Fixed 3rd Party Media Buying Markup Percentage	Media Fee	12%



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 Full Capacity Marketing, Inc. ("Consultant"). District and Consultant are also referred to collectively as the "Parties" and individually as "Party."

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

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

WHEREAS, on September 28, 2020, the District issued RFQ&P No. 395D Marketing Consultant Services ("RFQ&P"); and

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

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

1. Statement of Service. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession. Services to be provided by Consultant ("Work"):

The Consultant's services shall consist of those services performed by the Consultant and Consultant's employees as enumerated in this Agreement, along with all aspects of services as identified 395D Marketing Consultant Services, referenced herein and made a part hereof as Attachment A and Consultant's Proposal, referenced herein and made a part hereof as Attachment B. The Agreement, Attachment A and Attachment B shall collectively be defined as the "Services." The Parties understand and agree that the Agreement along with the Revised Fee and Rate Proposal (Attachment C) shall be the prevailing and governing documents and that Attachments A and B are intended to cooperate and be complementary.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Work Orders to Consultant authorizing certain work, and the provisions of this Agreement shall apply to all such Work Orders. Consultant shall not perform and District shall not be liable for any work performed by Consultant unless written authorization from District is given to Consultant in the form of such Work Order(s) prior to the performance of such work.

The Consultant shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Work Order, all the services articulated in the Consultant's scope of work ("Services"), which may be more particularly described in a Work Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the Consultant's proposal or similar document.

- 2. Term. The term of this Agreement shall begin January 1, 2021 and shall end December 31, 2025 in accordance with the schedule. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Work Order shall be established in each individual Work Order issued to the Consultant.
- Project Schedule. The Consultant acknowledges that all time limits stated in this Agreement and associated Work Orders are of the utmost importance to District. The Consultant shall submit for the District's approval a schedule for the performance of the Consultant's services. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for the District's review and for approval by authorities having jurisdiction over the Project. The time limits established by this schedule shall not, except for reasonable cause (such cause shall be approved by District in writing), be exceeded by the Consultant.

SOCCCD # 401 Page 1 of 12 4. <u>Criteria for Award of Work Order</u>. The award of each Work Order will be made to the responsive and responsible firm judged to offer the most advantages and deemed the best fit for the District. The evaluation scoring criteria for award of each Work Order shall be as follows:

Criteria		Points
Approach and Methodology		25
Experience and Qualifications Proposed Project Team	of	25
Proposed Project Schedule		25
Pricing		25

5. Payment.

A. <u>Consultant Hourly Rate Schedule</u>. The hourly billable rates include fully burdened hourly rates for each individual consultant identified to perform work for any assigned project. The rates identified below is set at a not to exceed amount payable for the highest qualified, experienced and skilled consultant/s assigned to any of the services identified below.

Service Description	Role/Team Member Title	Not-to-Exceed Hourly Billable Rate
Geofencing and Geotargeting Efforts	MarComm Director, Strategy & ROI Tracking Social & Digital Media Director, Strategy Social & Digital Media Manager, Execution	\$105 \$105 \$105
Mobile Advertising	MarComm Director, Strategy & ROI Tracking PR Director, Content Development Creative Director, Creative Social & Digital Media Director, Strategy Social & Digital Media Manager, Execution	\$105 \$105 \$105 \$105 \$105
Over-the-Top Advertising	MarComm Director, Strategy & ROI Tracking PR Manager, Content Development Creative Director, Creative Social & Digital Media Director, Strategy Social & Digital Media Manager, Execution	\$105 \$105 \$105 \$105 \$105
SocialMedia	MarComm Director, Strategy & ROI Tracking Social & Digital Media Director, Strategy Social Media Manager, Execution	\$105 \$105 \$105
Google AdWords	MarComm Director, Strategy & ROI Tracking Social & Digital Media Director, Strategy Social & Digital Media Manager, Execution	\$105 \$105 \$105
Search Retargeting	MarComm Director, Strategy & ROI Tracking Social & Digital Media Director, Strategy Social & Digital Media Manager, Execution	\$105 \$105 \$105
Display Advertising	MarComm Director, Strategy & ROI Tracking PR Director, Content Development & Execution Creative Director, Creative	\$105 \$105 \$105
Email Advertising	MarComm Director, Strategy & ROI Tracking PR Director, Content Development & Execution Creative Director, Creative	\$105 \$105 \$105

RadioandTV Advertising	MarComm Director, Strategy & ROI Tracking PR Director, Content Development & Execution Creative Director, Creative	\$105 \$105 \$105
Copy Writing	PR Director, Content Development	\$105
Graphic Design	Creative Director, Creative	\$105
Photography	Creative Director, Creative	\$105
Multimedia Production	Creative Director, Creative	\$105
Analytics and Reporting Services	CEO, Analysis MarComm Director, ROI Tracking Social & DigitalMedia Director, ROI Tracking	\$105 \$105 \$105
Fixed 3rd Party Media B	uying Markup Percentage %	12%

B. <u>Compensation Only Upon Work Order Execution.</u> Consultant shall not be entitled to any compensation for any services unless and until a written Work Order has been issued by the District. Upon issuance of such a Work Order, Consultant agrees to perform basic Services provided by this Agreement and the Work Order, and District agrees to pay Consultant for such Services in accordance with the fee schedule set forth above and confirmed as a not to exceed price in the Work Order.

The District will not pay any reimbursable expenses of the Consultant and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of:

- 1) Defective or deficient work product not remedied;
- 2) Failure of the Consultant to make payments properly to its employees or sub-consultants; or
- 3) Failure of Consultant to perform its services in a timely manner so as to conform to Project schedule.
- C. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for the District, unless otherwise specifically stated in this Agreement.
- D. Reimbursement of Expenses. The District recognizes that certain costs and expenses associated with the Work performed are reimbursable to the Consultant. Provided that the Consultant obtains the District's prior written approval, costs and expenses will be reimbursed to the Consultant in accordance with this Article. The District's prior written authorization is an express condition precedent to any reimbursement to the Consultant of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by the District and calculated in accordance with the rates set forth. The Consultant's mileage and travel time shall not be considered as an allowable reimbursable expense. The descriptive categories of expenses that may be considered for reimbursement are as follows, and any other reimbursable expenses must be approved in writing by the District:
 - 1) Approved reproduction of reports and/or other documents in excess of the copies required by this Agreement;
 - 2) Fees advanced for securing approval of authorities in connection with the Work rendered pursuant to this Agreement;

- 3) Cost of UPS, Federal Express, and other deliverables; and
- 4) Cost of subconsultants hired by Consultant with prior written approval of District.
- E. <u>Payment in Full</u>. This compensation shall be compensation in full for all services performed by the Consultant under the terms of this Agreement and assigned Work Order, except where additional compensation is agreed upon between the Consultant and District in writing as provided for as additional services.
- F. <u>Method and Schedule of Payment</u>. District shall pay to Consultant the Contract Amount pursuant to invoice from Consultant in accordance with this Agreement.

<u>Invoices</u>. Upon satisfactory completion and acceptance of Work, Consultant shall submit to the 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 to <u>AccountsPayable@socccd.edu</u> or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. **To ensure prompt and accurate payment, all invoices related to this Agreement shall reference the following Agreement Number: DSPCRM-PSA-2571-2020.**

All District-authorized expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's purchase order number, and Consultant's taxpayer identification number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. If payment term differs, it must be noted in Article 3A. An invoice cannot be paid unless this Agreement has been signed by Consultant and has been properly executed by District.

- 6. <u>Materials and Expenses</u>. Consultant shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for District. Consultant's Work will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of their profession.
- 7. <u>Transportation</u>. Consultant hereby acknowledges and understands that it is their 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 Consultant's transportation for which the Consultant shall indemnify the District in accordance with the Hold Harmless and Indemnification provision herein.
- 8. <u>Taxes</u>. Consultant acknowledges and agrees that it is their sole responsibility to report as income their compensation received from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local taxation authorities. No part of Consultant's compensation shall be subject to withholding by the District for the payment of social security, unemployment, disability insurance, or any other similar state or federal tax obligation.
- 9. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Consultant is a nonresident of California, which may include California nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from FTB. As of January 1, 2008, the standard withholding amount for all payments to nonresident California Consultants is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Consultant's California State Income Tax Account, settlement of which must be made by Consultant directly with the State of California through Withholding Coordinator, Franchise Tax Board, P.O. Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the nonresident Consultant and Consultant shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Consultant's acts or omissions

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2571-2020 with respect to this nonresident requirement. Consultant shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

10. <u>Standard of Care and Professional Conduct</u>. The Consultant shall perform all Work hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, the Work that is set forth in this Agreement and represents that the Work is within the technical and professional areas of expertise of the Consultant or any subconsultant the Consultant has engaged or will engage to perform the Work. If the District desires, the District shall request in writing, the Consultant to provide Work in addition to, or different from, the Work described herein. The Consultant shall advise the District in writing of any Work that, in the Consultant's opinion, lie outside of the technical and professional expertise of the Consultant. 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.

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

- 9. <u>Audit and Inspection of Records</u>. At any time during the normal business hours and as often as District may deem necessary, Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Consultant will permit the District to audit, and to make audits of all invoices, materials, payroll, records of personnel and other data related to all matters covered by this Agreement.
- 10. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.
- 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 Consultant only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Consultant for all costs associated with addressing and rectifying Consultant's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Consultant. In such case, notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.
- 12. Hold Harmless & Indemnification. To the fullest extent permitted by law, the Consultant and its subconsultants shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or injuries/illnesses (including COVID-19) of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of Consultant, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the Consultant's Work of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Consultant and its subconsultants shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. Consultant shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of Consultant's and/or its subconsultants' business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2571-2020

Page 6 of 12

- A. Consultant and its subconsultants' obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
- B. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant and its subconsultants from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
- 13. Insurance. The Consultant and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, Consultant's required minimum coverage limits set forth herein at the commencement of a renewal term by providing Consultant and subconsultant (if applicable) written notice.
 - A. A.M. Best Financial Rating. Policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.
 - B. Admitted Carrier(s). Policies of insurance shall be afforded by insurers who are admitted licensed to transact business in the State of California.
 - C. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, Consultant shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease - Each Employee, and One Million Dollars (\$1,000,000) for Disease - Policy Limit.
 - D. Commercial General Liability. Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.
 - E. Automobile Liability. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses involving "Any Auto".
 - F. Professional Liability aka Errors and Omissions. Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) general aggregate to cover against liability claims/lawsuits related to the professional Work as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.
 - G. Additional Insured Endorsement. Consultant and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Consultant's and Consultant's subconsultants Commercial General Liability and Automobile Liability insurance policies.
 - H. Primary and non-contributory endorsement. Consultant and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.
 - Waiver of Subrogation Endorsements. Consultant and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to Consultant and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.
 - No Cancellation or Material Modification. Policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing

SOCCCD # 401

the policy(ies) of insurance to the District.

- K. <u>Certificate(s) of Insurance and Endorsement(s)</u>. Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon Consultant's execution of this Agreement. No work shall commence by Consultant or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.
- 14. <u>Public Retirement System Retirees</u>. Consultant must disclose to the District if Consultant has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Consultant has retired from CalSTRS and hours worked limitations if Consultant has retired from CalPERS. If Consultant has retired from either CalSTRS or CalPERS, Consultant should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 June 30).
- 15. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent Consultant and not an employee of the District. Consultant and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Work to be provided under this Agreement. Consultant shall assume full responsibility for withholding and payment of all federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Consultant and Consultant's employees. Consultant should be aware that the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Consultant or Consultant's employees or subconsultants. Consultant agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of Consultant to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Consultant's employees or subconsultants.
- 16. <u>Use of Subconsultants</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District. Consultant must obtain District's prior written approval to use any subconsultants while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Consultant and subconsultant. Such approval must include approval of the proposed subconsultant and the terms of compensation. If written approval for Consultant's use of a subconsultant is provided by the District, Consultant warrants that said subconsultant shall have sufficient skill and experience to perform the Work assigned to them. Consultant further represents that its subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subconsultant's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual relationship between District and any approved subconsultant. Notwithstanding District's approval of any subconsultant's contract, Consultant shall remain solely responsible for any harm, damage, or claim arising from any subconsultant's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.
- 17. <u>Assignment</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District.
- 18. <u>Employment with Public Agency</u>. If Consultant is an employee of another public agency, Consultant agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which Work is actually being performed pursuant to this Agreement.
- 19. Representations and Warranties. Consultant on its own behalf and on behalf of all its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, Consultant acknowledges and agrees that the District, in deciding to engage Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant's engagement hereunder:

SOCCCD # 401 Page **7** of **12**

Agreement Number: DSPCRM-PSA-2571-2020

Consultant and its employees are qualified in all respects to provide to the District all of the Work contemplated by this Agreement and, to the extent required by any applicable laws, Consultant and its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Work as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of this Agreement.

Consultant, in providing the Work and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. Consultant shall be liable for all violations of such laws and regulations in connection with the Work as described herein.

- 20. Equal Opportunity/Non-Discrimination. Consultant shall not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as a consultant because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.
 Consultant shall ensure that all Work and benefits rendered to the District, its Board of Trustees, officers, agents, employees, representatives, students, consultants/contractors, and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Consultant shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- 21. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

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

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

Consultant and its subconsultants shall ensure that its employees will at all times comply with COVID-19 Addendum - Consultant Protocols While on District Property During COVID-19 Pandemic.

- 22. Certification Regarding the California Penal Code Section 290. By executing this Agreement, Consultant agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Consultant certifies and understands that every person required to register under Section 290 shall disclose their status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent Consultant, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.
- 23. **Profanity Prohibited.** Profanity of any kind, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property or any property while Consultant and/or

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2571-2020 subconsultant are performing Work described herein is prohibited.

- 24. <u>Mandatory Dress Code</u>. Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above Article.
- 25. <u>Trademark/Logo Use</u>. Consultant must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event permission is granted, PIO will furnish Consultant with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Consultant's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Consultant shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

26. Originality of Work.

- A. Matters Produced Under this Agreement. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, titles and interests in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
- B. Consultant Use of Other Copyright/Trademark/Patent Materials. Consultant 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. Consultant agrees to defend, indemnify, and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.
- 27. <u>Rights to Data</u>. Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of Work under this Agreement.
- 28. 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. Confidential information may include, but is not limited to, information related to the District's research, development, trade secrets, and business affairs. 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/contractors in violation of the provisions of this Agreement.

Consultant shall advise the District of any and all materials subject to any copyright restrictions or requirements, which are used or recommended for use by Consultant to achieve the project goals. In the event Consultant shall fail to advise the District of such use under this Agreement, and as a result, the District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the Consultant's Work and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

- 29. <u>Non-Waiver</u>. 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.
- 30. Notices. All notices or demands to be given under this Agreement by either Party to the other Party shall be in

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2571-2020 writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by certified or registered mail, return receipt requested, with postage prepaid. Service shall be considered given when received, if personally served, or, if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this Article. At the date of this Agreement:

DISTRICT: South Orange County Community College District

Priya Jerome, Executive Director of Procurement,

Central Services, and Risk Management

28000 Marguerite Parkway Mission Viejo, CA 92692

(949) 582-4850 / purchasing-dept@socccd.edu

CONSULTANT: Full Capacity Marketing, Inc.

Celina Shands, M.S.- CEO/Founder

270 N. El Camino Real #285

Encinitas, CA 92024

(760) 274-6370 / celina@fullcapacitymarketing.com

A Party may change their designated representative and/or address for the purposes 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 Article.

- 31. <u>Supersedes.</u> This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.
- 32. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with jurisdiction/venue in Orange, California.
- 33. Force Majeure. The Consultant and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Consultant's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 34. **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.
- 35. <u>Interpretation</u>. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.
- 36. <u>Conflict of Interest</u>. Consultant hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Consultant has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii)

SOCCCD # 401 Page **10** of **12**

Consultant has no business or financial interests which are in conflict with Consultant's obligations to District under this Agreement; and (iii) Consultant shall not employ in the performance of Work under this Agreement any person or entity having any such interests.

- 37. Certification Regarding Debarment, Suspension or Other Ineligibility (Applicable to all agreements funded in part or whole with federal funds).
 - A. By executing this contractual instrument, Consultant agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
 - B. By executing this contractual instrument, Consultant certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Consultant's present responsibility;
 - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
 - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction: and
 - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.
- 38. Accessibility of Information and Communication Technology. Consultant 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. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Consultant agrees to respond promptly and resolve any complaints regarding accessibility of its products or Work that are brought to its attention. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Consultant is responsible for all claims and expenses borne by the District, which arise out of the Work under this Agreement, found to be non-compliant with Federal and California laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of Work produced. Consultant further agrees to indemnify and hold harmless the District from and against any claim arising out of Consultant's failure to comply with these requirements. Consultant acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement or cancellation of the Work.
- 39. Entire Agreement and Amendment. The Agreement documents consist of this Agreement, any Exhibits thereto, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing,

SOCCCD # 401 Page 11 of 12 Agreement Number: DSPCRM-PSA-2571-2020

duly approved or ratified by the District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, including all properly executed Work Orders, and any exhibits thereto, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive Work in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall complement the terms of this Agreement.

- 40. <u>Authority to Execute</u>. The individual(s) executing this Agreement on behalf of the Consultant is/are duly and fully authorized to execute this Agreement on behalf of Consultant and to bind the Consultant to each and every term, condition, and covenant of this Agreement.
- 41. Approval by District's Board of Trustees. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

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

CONSULTANT	DISTRICT
FULL CAPACITY MARKETING, INC.	South Orange County Community College District
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

SOCCCD # 401 Page **12** of **12**



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CONSULTANT PROTOCOLS WHILE ON DISTRICT PROPERTY

NSULTANT PROTOCOLS WHILE ON DISTRICT PROPERTY DURING COVID-19 PANDEMIC

The Consultant along with their subconsultants, hereafter referred to as "Consultant" shall follow these Protocols as a condition of being permitted on District property. The dually executed Agreement for the Consultant's Services shall be the governing document and this Protocol document is intended to be supplementary. The Consultant acknowledges that when it relates to COVID-19, the Consultant shall adjust business operations to comply with COVID-19 specific safety guidelines prescribed by federal, state, and local governmental agencies, including the Orange County Health Care Agency (OCHCA), Centers for Disease Control and Prevention (CDC), and Cal/OSHA. The Consultant further acknowledges that all safety guidelines prescribed and updated by federal, state, and local governmental agencies, including the OCHCA, CDC, and Cal/OSHA shall be followed at all times and that this Protocols document should be treated as additional, providing the District with the greatest levels of protection. Failure to comply with any of the Protocols identified herein, may subject the Consultant's employee(s) to immediate removal from the District's premises.

As a requirement to perform Services on campus, the Consultant agrees that its employees shall adhere to the following.

1. Consultant shall train employees on how to limit the spread of COVID-19 pursuant to the symptoms as identified by the CDC and Cal/OSHA, including but not limited to the following:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

2. Implement control measures

- Consultant shall provide an adequate supply of personal protective equipment (PPE) such as face masks/coverings to all of its employees to wear at all times while on District property
- Direct all employees to:
 - Wash hands often with soap and water for at least 20 seconds
 - Use hand sanitizer/wipes when soap and water are not available (Consultant shall supply and make available hand sanitizer/wipes)
 - o Cover cough or sneeze

3. Implement cleaning and disinfecting protocols

- Consultant shall ensure that adequate cleaning and disinfecting supplies are available at every job site on District premises
- Consultant shall ensure that any and all equipment, objects, and surfaces are cleaned and disinfected after each use

4. Implement physical distancing guidelines

A minimum of 6 feet of physical distance between all individuals shall be maintained while on District property.

Created: 10/20/20 Page 1 of 1

REVISED FEE AND RATE PROPOSAL - ATTACHMENT C Page 14 of 15



FullCapacityMarketing.com

Noted below is the proposed not-to-exceed fee schedule including fully burdened hourly rates for each of FCM's staff member.

Service Description	Role/Team Member Title *	Not-to-Exceed Hourly Billable Rate
Geofencing and	MarComm Director, Strategy & ROI Tracking	\$105
Geotargeting Efforts	Social & Digital Media Director, Strategy	\$105
	Social & Digital Media Manager, Execution	\$105
Mobile Advertising	MarComm Director, Strategy & ROI Tracking	\$105
	PR Director, Content Development	\$105
	Creative Director, Creative	\$105
	Social & Digital Media Director, Strategy	\$105
	Social & Digital Media Manager, Execution	\$105
Over-the-Top	MarComm Director, Strategy & ROI Tracking	\$105
Advertising	PR Manager, Content Development	\$105
	Creative Director, Creative	\$105
	Social & Digital Media Director, Strategy	\$105
	Social & Digital Media Manager, Execution	\$105
Social Media	MarComm Director, Strategy & ROI Tracking	\$105
	Social & Digital Media Director, Strategy	\$105
	Social Media Manager, Execution	\$105
Google AdWords	MarComm Director, Strategy & ROI Tracking	\$105
	Social & Digital Media Director, Strategy	\$105
	Social & Digital Media Manager, Execution	\$105
Search Retargeting	MarComm Director, Strategy & ROI Tracking	\$105
	Social & Digital Media Director, Strategy	\$105
	Social & Digital Media Manager, Execution	\$105
Display Advertising	MarComm Director, Strategy & ROI Tracking	\$105
	PR Director, Content Development & Execution	\$105
	Creative Director, Creative	\$105
Email Advertising	MarComm Director, Strategy & ROI Tracking	\$105
	PR Director, Content Development & Execution	\$105
	Creative Director, Creative	\$105
Radio and TV	MarComm Director, Strategy & ROI Tracking	\$105
Advertising	PR Director, Content Development & Execution	\$105
-	Creative Director, Creative	\$105
Copy Writing	PR Director, Content Development	\$105
Graphic Design	Creative Director, Creative	\$105



FullCapacityMarketing.com

Photography	Creative Director, Creative	\$105
Multimedia Production	Creative Director, Creative	\$105
Analytics and	CEO, Analysis	\$105
Reporting Services	MarComm Director, ROI Tracking	\$105
	Social & Digital Media Director, ROI Tracking	\$105
Additional	Employment Bounceback Blueprints	\$5,000 - \$10,000
Services Not		
Identified	Business U, Strategy Sessions/Training	\$225
Above –		
Describe		
Services and		
Duplicate as		
Necessary		
Fixed 3rd Party	MarComm Director	12% generally for print/
Media Buying		broadcast. When given
Markup		agency rates by the
Percentage		media, we negotiate the
		dollar amount in added
		value.



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 **Interact Communications, Inc.** ("Consultant"). District and Consultant are also referred to collectively as the "Parties" and individually as "Party."

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

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

WHEREAS, on September 28, 2020, the District issued RFQ&P No. 395D Marketing Consultant Services ("RFQ&P"); and

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

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

1. <u>Statement of Service</u>. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession. Services to be provided by Consultant ("Work"):

The Consultant's services shall consist of those services performed by the Consultant and Consultant's employees as enumerated in this Agreement, along with all aspects of services as identified 395D Marketing Consultant Services, referenced herein and made a part hereof as Attachment A and Consultant's Proposal, referenced herein and made a part hereof as Attachment B. The Agreement, Attachment A and Attachment B shall collectively be defined as the "Services." The Parties understand and agree that the Agreement along with the Revised Fee and Rate Proposal (Attachment C) shall be the prevailing and governing documents and that Attachments A and B are intended to cooperate and be complementary.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Work Orders to Consultant authorizing certain work, and the provisions of this Agreement shall apply to all such Work Orders. Consultant shall not perform and District shall not be liable for any work performed by Consultant unless written authorization from District is given to Consultant in the form of such Work Order(s) prior to the performance of such work.

The Consultant shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Work Order, all the services articulated in the Consultant's scope of work ("Services"), which may be more particularly described in a Work Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the Consultant's proposal or similar document.

- 2. <u>Term.</u> The term of this Agreement shall begin January 1, 2021 and shall end December 31, 2025 in accordance with the schedule. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Work Order shall be established in each individual Work Order issued to the Consultant.
- 3. Project Schedule. The Consultant acknowledges that all time limits stated in this Agreement and associated Work Orders are of the utmost importance to District. The Consultant shall submit for the District's approval a schedule for the performance of the Consultant's services. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for the District's review and for approval by authorities having jurisdiction over the Project. The time limits established by this schedule shall not, except for reasonable cause (such cause shall be approved by District in writing), be exceeded by the Consultant.

SOCCCD # 401 Page 1 of 12

4. <u>Criteria for Award of Work Order</u>. The award of each Work Order will be made to the responsive and responsible firm judged to offer the most advantages and deemed the best fit for the District. The evaluation scoring criteria for award of each Work Order shall be as follows:

Criteria		Points
Approach and Methodology		25
Experience and Qualifications of Proposed Project Team		25
Proposed Project Schedule		25
Pricing		25

5. Payment.

A. <u>Consultant Hourly Rate Schedule</u>. The hourly billable rates include fully burdened hourly rates for each individual consultant identified to perform work for any assigned project. The rates identified below is set at a not to exceed amount payable for the highest qualified, experienced and skilled consultant/s assigned to any of the services identified below.

Role/Team Member Title	Not-to-Exceed Hourly Billable Rate
Reach Local / Digital Media Buyer	\$100
Director of Communications	\$100
Reach Local / Digital Media Buyer	\$100
Director of Communications	\$100
Reach Local / Digital Media Buyer	\$100
Director of Communications	\$100
Reach Local / Digital Media Buyer	\$100
Director of Communications	\$100
Reach Local / Digital Media Buyer	\$100
Director of Communications	\$100
Reach Local / Digital Media Buyer	\$100
Director of Communications	\$100
Reach Local / Digital Media Buyer	\$100
Director of Communications	\$100
Reach Local / Digital Media Buyer Director of Communications Account Coordinator	\$100 \$100 \$100
Traditional Media Buyer Director of Communications	\$100 \$100
	Reach Local / Digital Media Buyer Director of Communications Reach Local / Digital Media Buyer Director of Communications Reach Local / Digital Media Buyer Director of Communications Reach Local / Digital Media Buyer Director of Communications Reach Local / Digital Media Buyer Director of Communications Reach Local / Digital Media Buyer Director of Communications Reach Local / Digital Media Buyer Director of Communications Reach Local / Digital Media Buyer Director of Communications Reach Local / Digital Media Buyer Director of Communications Reach Local / Digital Media Buyer Director of Communications Account Coordinator Traditional Media Buyer

Copy Writing	Senior Copywriter Director of Strategy	\$100 \$100
Graphic Design	Creative Director Graphic Designer	\$100 \$100
Photography	Creative Director Videography Director Videographer/Editor	\$100 \$100 \$100
Multimedia Production	Creative Director Videography Director Videographer/Editor Animator/Editor	\$100 \$100 \$100 \$100
Analytics and Reporting Services	Digital Media Buyer Director of Communications Account Coordinator	\$100 \$100 \$100
Fixed 3rd Party Media B	uying Markup Percentage %	12%

B. <u>Compensation Only Upon Work Order Execution.</u> Consultant shall not be entitled to any compensation for any services unless and until a written Work Order has been issued by the District. Upon issuance of such a Work Order, Consultant agrees to perform basic Services provided by this Agreement and the Work Order, and District agrees to pay Consultant for such Services in accordance with the fee schedule set forth above and confirmed as a not to exceed price in the Work Order.

The District will not pay any reimbursable expenses of the Consultant and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of:

- 1) Defective or deficient work product not remedied;
- 2) Failure of the Consultant to make payments properly to its employees or sub-consultants; or
- 3) Failure of Consultant to perform its services in a timely manner so as to conform to Project schedule.
- C. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for the District, unless otherwise specifically stated in this Agreement.
- D. Reimbursement of Expenses. The District recognizes that certain costs and expenses associated with the Work performed are reimbursable to the Consultant. Provided that the Consultant obtains the District's prior written approval, costs and expenses will be reimbursed to the Consultant in accordance with this Article. The District's prior written authorization is an express condition precedent to any reimbursement to the Consultant of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by the District and calculated in accordance with the rates set forth. The Consultant's mileage and travel time shall not be considered as an allowable reimbursable expense. The descriptive categories of expenses that may be considered for reimbursement are as follows, and any other reimbursable expenses must be approved in writing by the District:
 - Approved reproduction of reports and/or other documents in excess of the copies required by this Agreement;

- 2) Fees advanced for securing approval of authorities in connection with the Work rendered pursuant to this Agreement;
- 3) Cost of UPS, Federal Express, and other deliverables; and
- 4) Cost of subconsultants hired by Consultant with prior written approval of District.
- E. <u>Payment in Full</u>. This compensation shall be compensation in full for all services performed by the Consultant under the terms of this Agreement and assigned Work Order, except where additional compensation is agreed upon between the Consultant and District in writing as provided for as additional services.
- F. <u>Method and Schedule of Payment</u>. District shall pay to Consultant the Contract Amount pursuant to invoice from Consultant in accordance with this Agreement.

<u>Invoices</u>. Upon satisfactory completion and acceptance of Work, Consultant shall submit to the 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 to <u>AccountsPayable@socccd.edu</u> or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. **To ensure prompt and accurate payment, all invoices related to this Agreement shall reference the following Agreement Number: DSPCRM-PSA-2573-2020.**

All District-authorized expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's purchase order number, and Consultant's taxpayer identification number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. If payment term differs, it must be noted in Article 3A. An invoice cannot be paid unless this Agreement has been signed by Consultant and has been properly executed by District.

- 6. <u>Materials and Expenses</u>. Consultant shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for District. Consultant's Work will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of their profession.
- 7. <u>Transportation</u>. Consultant hereby acknowledges and understands that it is their 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 Consultant's transportation for which the Consultant shall indemnify the District in accordance with the Hold Harmless and Indemnification provision herein.
- 8. <u>Taxes.</u> Consultant acknowledges and agrees that it is their sole responsibility to report as income their compensation received from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local taxation authorities. No part of Consultant's compensation shall be subject to withholding by the District for the payment of social security, unemployment, disability insurance, or any other similar state or federal tax obligation.
- 9. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Consultant is a nonresident of California, which may include California nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from FTB. As of January 1, 2008, the standard withholding amount for all payments to nonresident California Consultants is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Consultant's California State Income Tax Account, settlement of which must be made by

Agreement Number: DSPCRM-PSA-2573-2020

Consultant directly with the State of California through Withholding Coordinator, Franchise Tax Board, P.O. Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the nonresident Consultant and Consultant shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Consultant's acts or omissions with respect to this nonresident requirement. Consultant shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.

10. <u>Standard of Care and Professional Conduct</u>. The Consultant shall perform all Work hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, the Work that is set forth in this Agreement and represents that the Work is within the technical and professional areas of expertise of the Consultant or any subconsultant the Consultant has engaged or will engage to perform the Work. If the District desires, the District shall request in writing, the Consultant to provide Work in addition to, or different from, the Work described herein. The Consultant shall advise the District in writing of any Work that, in the Consultant's opinion, lie outside of the technical and professional expertise of the Consultant. 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.

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

- 9. <u>Audit and Inspection of Records</u>. At any time during the normal business hours and as often as District may deem necessary, Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Consultant will permit the District to audit, and to make audits of all invoices, materials, payroll, records of personnel and other data related to all matters covered by this Agreement.
- 10. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.
- 11. <u>Termination</u>. 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 Consultant only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Consultant for all costs associated with addressing and rectifying Consultant's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Consultant. In such case, notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.
- 12. Hold Harmless & Indemnification. To the fullest extent permitted by law, the Consultant and its subconsultants shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or injuries/illnesses (including COVID-19) of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of Consultant, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the Consultant's Work of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Consultant and its subconsultants shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. Consultant shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of Consultant's and/or its subconsultants' business, revenues or profits, or special, consequential, incidental, indirect or punitive damages

SOCCCD # 401 Page 5 of 12

of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.

- A. Consultant and its subconsultants' obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
- B. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant and its subconsultants from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
- 13. Insurance. The Consultant and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, Consultant's required minimum coverage limits set forth herein at the commencement of a renewal term by providing Consultant and subconsultant (if applicable) written notice.
 - A. <u>A.M. Best Financial Rating</u>. Policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.
 - B. <u>Admitted Carrier(s)</u>. Policies of insurance shall be afforded by insurers who are admitted licensed to transact business in the State of California.
 - C. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, Consultant shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease Each Employee, and One Million Dollars (\$1,000,000) for Disease Policy Limit.
 - D. <u>Commercial General Liability</u>. Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.
 - E. <u>Automobile Liability</u>. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses involving "Any Auto".
 - F. <u>Professional Liability aka Errors and Omissions</u>. Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) general aggregate to cover against liability claims/lawsuits related to the professional Work as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.
 - G. <u>Additional Insured Endorsement</u>. Consultant and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Consultant's and Consultant's subconsultants Commercial General Liability and Automobile Liability insurance policies.
 - H. <u>Primary and non-contributory endorsement</u>. Consultant and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.
 - I. <u>Waiver of Subrogation Endorsements</u>. Consultant and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to Consultant and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2573-2020

- J. <u>No Cancellation or Material Modification</u>. Policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District.
- K. <u>Certificate(s) of Insurance and Endorsement(s)</u>. Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon Consultant's execution of this Agreement. No work shall commence by Consultant or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.
- 14. Public Retirement System Retirees. Consultant must disclose to the District if Consultant has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Consultant has retired from CalSTRS and hours worked limitations if Consultant has retired from CalPERS. If Consultant has retired from either CalSTRS or CalPERS, Consultant should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 June 30).
- 15. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent Consultant and not an employee of the District. Consultant and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Work to be provided under this Agreement. Consultant shall assume full responsibility for withholding and payment of all federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Consultant and Consultant's employees. Consultant should be aware that the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Consultant or Consultant's employees or subconsultants. Consultant agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of Consultant to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Consultant's employees or subconsultants.
- 16. <u>Use of Subconsultants</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District. Consultant must obtain District's prior written approval to use any subconsultants while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Consultant and subconsultant. Such approval must include approval of the proposed subconsultant and the terms of compensation. If written approval for Consultant's use of a subconsultant is provided by the District, Consultant warrants that said subconsultant shall have sufficient skill and experience to perform the Work assigned to them. Consultant further represents that its subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subconsultant's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual relationship between District and any approved subconsultant. Notwithstanding District's approval of any subconsultant's contract, Consultant shall remain solely responsible for any harm, damage, or claim arising from any subconsultant's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.
- 17. <u>Assignment</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District.
- 18. <u>Employment with Public Agency</u>. If Consultant is an employee of another public agency, Consultant agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which Work is actually being performed pursuant to this Agreement.
- 19. <u>Representations and Warranties</u>. Consultant on its own behalf and on behalf of all its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, Consultant

SOCCCD # 401

Agreement Number DSDCBM BSA 3573 3030

acknowledges and agrees that the District, in deciding to engage Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant's engagement hereunder:

Consultant and its employees are qualified in all respects to provide to the District all of the Work contemplated by this Agreement and, to the extent required by any applicable laws, Consultant and its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Work as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of this Agreement.

Consultant, in providing the Work and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. Consultant shall be liable for all violations of such laws and regulations in connection with the Work as described herein.

- 20. Equal Opportunity/Non-Discrimination. Consultant shall not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as a consultant because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.
 Consultant shall ensure that all Work and benefits rendered to the District, its Board of Trustees, officers, agents, employees, representatives, students, consultants/contractors, and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Consultant shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- 21. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

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

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

Consultant and its subconsultants shall ensure that its employees will at all times comply with COVID-19 Addendum - Consultant Protocols While on District Property During COVID-19 Pandemic.

22. Certification Regarding the California Penal Code Section 290. By executing this Agreement, Consultant agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Consultant certifies and understands that every person required to register under Section 290 shall disclose their status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent Consultant, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2573-2020

Page 9 of 12

- 23. <u>Profanity Prohibited</u>. Profanity of any kind, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property or any property while Consultant and/or subconsultant are performing Work described herein is prohibited.
- 24. <u>Mandatory Dress Code.</u> Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above Article.
- 25. <u>Trademark/Logo Use</u>. Consultant must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event permission is granted, PIO will furnish Consultant with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Consultant's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Consultant shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

26. Originality of Work.

- A. Matters Produced Under this Agreement. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, titles and interests in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
- B. Consultant Use of Other Copyright/Trademark/Patent Materials. Consultant 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. Consultant agrees to defend, indemnify, and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.
- 27. <u>Rights to Data</u>. Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of Work under this Agreement.
- 28. 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. Confidential information may include, but is not limited to, information related to the District's research, development, trade secrets, and business affairs. 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/contractors in violation of the provisions of this Agreement.

Consultant shall advise the District of any and all materials subject to any copyright restrictions or requirements, which are used or recommended for use by Consultant to achieve the project goals. In the event Consultant shall fail to advise the District of such use under this Agreement, and as a result, the District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the Consultant's Work and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

29. <u>Non-Waiver</u>. 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

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2573-2020 or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

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

DISTRICT: South Orange County Community College District

Priya Jerome, Executive Director of Procurement,

Central Services, and Risk Management

28000 Marguerite Parkway Mission Viejo, CA 92692

(949) 582-4850 / purchasing-dept@socccd.edu

CONSULTANT: Interact Communications, Inc.

Pamela Cox-Otto, Ph.D., Chief Executive Officer & Senior Communications Strategist

550 Seagaze Drive, Loft 9 Oceanside, CA 92054

(760) 698-3149 / pam.coxotto@interactcom.com

A Party may change their designated representative and/or address for the purposes 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 Article.

- 31. <u>Supersedes</u>. This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.
- 32. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with jurisdiction/venue in Orange, California.
- 33. Force Majeure. The Consultant and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Consultant's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 34. **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.
- 35. <u>Interpretation</u>. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.

SOCCCD # 401 Page 10 of 12

Agreement Number: DSPCRM-PSA-2573-2020

- 36. **Conflict of Interest.** Consultant hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Consultant has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Consultant has no business or financial interests which are in conflict with Consultant's obligations to District under this Agreement; and (iii) Consultant shall not employ in the performance of Work under this Agreement any person or entity having any such interests.
- 37. <u>Certification Regarding Debarment, Suspension or Other Ineligibility</u> (Applicable to all agreements funded in part or whole with federal funds).
 - A. By executing this contractual instrument, Consultant agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
 - B. By executing this contractual instrument, Consultant certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Consultant's present responsibility;
 - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
 - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
 - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.
- 38. Accessibility of Information and Communication Technology. Consultant 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. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Consultant agrees to respond promptly and resolve any complaints regarding accessibility of its products or Work that are brought to its attention. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Consultant is responsible for all claims and expenses borne by the District, which arise out of the Work under this Agreement, found to be non-compliant with Federal and California laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of Work produced. Consultant further agrees to indemnify and hold harmless the District from and against any claim arising out of Consultant's failure to comply with these requirements. Consultant acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement or cancellation of the Work.

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2573-2020

- 39. Entire Agreement and Amendment. The Agreement documents consist of this Agreement, any Exhibits thereto, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by the District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, including all properly executed Work Orders, and any exhibits thereto, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive Work in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall complement the terms of this Agreement.
- 40. <u>Authority to Execute</u>. The individual(s) executing this Agreement on behalf of the Consultant is/are duly and fully authorized to execute this Agreement on behalf of Consultant and to bind the Consultant to each and every term, condition, and covenant of this Agreement.
- 41. <u>Approval by District's Board of Trustees</u>. Pursuant to Education Code Section 81655, this Agreement is not valid and does not constitute an enforceable obligation against District unless and until District's Board of Trustees has approved or ratified this Agreement as evidenced by a motion duly passed and adopted by the Board of Trustees.

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

CONSULTANT	DISTRICT
INTERACT COMMUNICATIONS, INC.	South Orange County Community College District
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

SOCCCD # 401 Page 12 of 12



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CONSULTANT PROTOCOLS WHILE ON DISTRICT PROPERTY

DURING COVID-19 PANDEMIC

The Consultant along with their subconsultants, hereafter referred to as "Consultant" shall follow these Protocols as a condition of being permitted on District property. The dually executed Agreement for the Consultant's Services shall be the governing document and this Protocol document is intended to be supplementary. The Consultant acknowledges that when it relates to COVID-19, the Consultant shall adjust business operations to comply with COVID-19 specific safety guidelines prescribed by federal, state, and local governmental agencies, including the Orange County Health Care Agency (OCHCA), Centers for Disease Control and Prevention (CDC), and Cal/OSHA. The Consultant further acknowledges that all safety guidelines prescribed and updated by federal, state, and local governmental agencies, including the OCHCA, CDC, and Cal/OSHA shall be followed at all times and that this Protocols document should be treated as additional, providing the District with the greatest levels of protection. Failure to comply with any of the Protocols identified herein, may subject the Consultant's employee(s) to immediate removal from the District's premises.

As a requirement to perform Services on campus, the Consultant agrees that its employees shall adhere to the following.

- Consultant shall train employees on how to limit the spread of COVID-19 pursuant to the symptoms as identified by the CDC and Cal/OSHA, including but not limited to the following:
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing

 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea

Implement control measures

- Consultant shall provide an adequate supply of personal protective equipment (PPE) such as face masks/coverings to all of its employees to wear at all times while on District property
- Direct all employees to:
 - Wash hands often with soap and water for at least 20 seconds
 - Use hand sanitizer/wipes when soap and water are not available (Consultant shall supply and make available hand sanitizer/wipes)
 - o Cover cough or sneeze

Implement cleaning and disinfecting protocols

- Consultant shall ensure that adequate cleaning and disinfecting supplies are available at every job site on District premises
- Consultant shall ensure that any and all equipment, objects, and surfaces are cleaned and disinfected after each use

Implement physical distancing guidelines

A minimum of 6 feet of physical distance between all individuals shall be maintained while on District property.

Created: 10/20/20 Page 1 of 1

REVISED FEE AND RATE PROPOSAL - ATTACHMENT C 11/19/2020

Service Description	Role/Team Member Title	Not to Exceed Hourly Billable Rate
Geofencing and Geotargeting Efforts (Project Management Fee not inclusive of media management fee of 12% listed below)	Reach Local/ Digital Media Buyer Alana Villemez/ Director of Communications Michael Mahin/ Director of Communications Leesha Bush/ Digital Media Buyer	\$100
Mobile Advertising (Project Management Fee not inclusive of media management fee of 12% listed below)	Reach Local/ Digital Media Buyer Alana Villemez/ Director of Communications Michael Mahin/ Director of Communications Leesha Bush/ Digital Media Buyer	\$100
Over-the-Top Advertising (Project Management Fee not inclusive of media management fee of 12% listed below)	Reach Local/ Digital Media Buyer Alana Villemez/ Director of Communications Michael Mahin/ Director of Communications Leesha Bush/ Digital Media Buyer	\$100
Social Media (Project Management Fee not inclusive of media management fee of 12% listed below)	Reach Local/ Digital Media Buyer Alana Villemez/ Director of Communications Michael Mahin/ Director of Communications Leesha Bush/ Digital Media Buyer	\$100
Google AdWords (Project Management Fee not inclusive of media management fee of 12% listed below)	Reach Local/ Digital Media Buyer Alana Villemez/ Director of Communications Michael Mahin/ Director of Communications Leesha Bush/ Digital Media Buyer	\$100
Search Retargeting (Project Management Fee not inclusive of media management fee of 12% listed below)	Reach Local/ Digital Media Buyer Alana Villemez/ Director of Communications Michael Mahin/ Director of Communications Leesha Bush/ Digital Media Buyer	\$100
Display Advertising (Project Management Fee not inclusive of media management fee of 12% listed below)	Reach Local/ Digital Media Buyer Alana Villemez/ Director of Communications Michael Mahin/ Director of Communications Leesha Bush/ Digital Media Buyer	\$100

		D 45 646
Email Advertising	Alana Villemez/ Director of Communication Michael Mahin/ Director of Communication Alice Kim/ Account Coordinator Wendy Ferestad/ Account Coordinator	- '
Radio and TV Advertising (Project Management Fee not inclusive of media management fee of 12% listed below)	Mosaic/ Traditional Media Buyer Alana Villemez/ Director of Communication Michael Mahin/ Director of Communication Leesha Bush/ Digital Media Buyer	_
Copy Writing	Michael Mahin/ Senior Copywriter James Wiseman/ Director of Strategy	\$100
Graphic Design	Mai Yingunek/ Creative Director Will Adamany/ Graphic Designer Jasmine Tully/ Graphic Designer	\$100
Photography	Mai Yingunek/ Creative Director Will Adamany/ Graphic Designer Jasmine Tully/ Graphic Designer Sara Sampey/ Videography Director	\$100
Multimedia Production	Sara Sampey/ Videography Director Simon Cassar/ Videographer Jake Arman/ Videographer	\$100
Analytics and Reporting Services	Reach Local/ Digital Media Buyer Alana Villemez/ Director of Communication Michael Mahin/ Director of Communication Alice Kim/ Account Coordinator	
Media Buy and Managemo	ent Fee	
Fixed Third Party M	edia Buying Markup Percentage	12% of Media Buy Cost

Additional Services

Service Description	Role/Team Member Title	Not to Exceed Hourly Billable Rate
Organic Social Media	Alana Villemez/ Director of Communications Michael Mahin/ Director of Communications Alice Kim/ Account Coordinator	\$100
Administrative Services	Alana Villemez/ Director of Communications Michael Mahin/ Director of Communications Pamela Cox-Otto, Ph.D./ CEO	\$100
Web Design and Development	Anthony Jones/ Vice President of Operations and Technology Jared Law/ Web Developer Alana Villemez/ Director of Communications	\$100
Marketing Plan	Pamela Cox-Otto, Ph.D./ CEO Alana Villemez/ Director of Communications Michel Mahin/ Director of Communications	\$100
Research	Pamela Cox-Otto, Ph.D./ CEO Terry Kinney, Ph.D./ Senior Researcher Mark Mastej/ Researcher	\$100
Media Relations	Michael Mahin/ Director of Communications Alana Villemez/ Director of Communications	\$100

Specialty Campaigns		
Advertising/Messagin g Concepts	James Wiseman/ Director of Strategy Alana Villemez/ Director of Communications Mai Yingneuk/ Creative Director	\$200
Full Audio Crew for Podcast and Broadcast	Mai Yingneuk/ Creative Director Jake Arman/ Videographer	\$200
Full Video Crew for Broadcast	Mai Yingneuk/ Creative Director Jake Arman/ Videographer Sara Sampey/ Videographer	\$200
Influencer Marketing	Alana Villemez/ Director of Communications Leesha Bush/ Digital Media Buyer	\$200
Customer Relations Management Campaigns	Scott Knauer/ Web Project Liaison Alana Villemez/ Director of Communications	\$200

Community College Page 17 of 18 Strategy		
Senior Marketing Counsel	Pam Cox-Otto, Ph.D./ CEO	\$250
On-Site Consultation	Pamela Cox-Otto, Ph.D./ CEO	\$250
College Brand Messaging and Style Recommendations	Pamela Cox-Otto, Ph.D./ CEO Terry Kinney, Ph.D./ Senior Researcher Mark Mastej/ Researcher Alana Villemez/ Director of Communications	\$250
Intake Review	Pamela Cox-Otto, Ph.D./ CEO Terry Kinney, Ph.D./ Senior Researcher Mark Mastej/ Researcher	\$250
Competitor Review	Terry Kinney, Ph.D./ Senior Researcher Mark Mastej/ Researcher	\$250
Failure to Appear Review	Pamela Cox-Otto, Ph.D./ CEO Terry Kinney, Ph.D./ Senior Researcher Mark Mastej/ Researcher	\$250

Failure to Return Review	Pamela Cox-Otto, Ph.D./ CEO	\$250
	Terry Kinney, Ph.D./ Senior Researcher	
	Mark Mastej/ Researcher	
Failure to Graduate	Pamela Cox-Otto, Ph.D./ CEO	\$250
Review	Terry Kinney, Ph.D./ Senior Researcher	1
	Mark Mastej/ Researcher	
Enrollment Management	Pamela Cox-Otto, Ph.D./ CEO	\$250
Assessment and	Terry Kinney, Ph.D./ Senior Researcher	
Planning	Mark Mastej/ Researcher	
	Alana Villemez/ Director of Communications	
0. 1. (0.0)	D	4050
Student Satisfaction	Pamela Cox-Otto, Ph.D./ CEO	\$250
Survey	Terry Kinney, Ph.D./ Senior Researcher	
	Mark Mastej/ Researcher	
Program-Level Review	Pamela Cox-Otto, Ph.D./ CEO	\$250
	Terry Kinney, Ph.D./ Senior Researcher	
	Mark Mastej/ Researcher	
Program Feasibility	Pamela Cox-Otto, Ph.D./ CEO	\$250
Review	Terry Kinney, Ph.D./ Senior Researcher	
	Mark Mastej/ Researcher	
Marketing	Pamela Cox-Otto, Ph.D./ CEO	\$250
Communication Audit	Terry Kinney, Ph.D./ Senior Researcher	
	Mark Mastej/Researcher	
ງ2 Main St., 3rd Floor, La Crosse, \	VI 54601 • 608.781.8495 • fax 608.781.8496	2yearexperts.co

EXHIBIT D

Onboarding Communication Audit	Pamela Cox-Otto, Ph.D./ CEO Terry Kinney, Ph.D./ Senior Researcher Mark Mastej/Researcher	\$250 Page 18 of 18
Onboarding Communication Arc Creation	Pamela Cox-Otto, Ph.D./CEO Terry Kinney, Ph.D./ Senior Researcher Mark Mastej/Researcher	\$250
Retention Marketing Arc Creation	Pamela Cox-Otto, Ph.D./ CEO James Wiseman/ Strategic Director	\$250



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 **Graduate Communications, Inc.** ("Consultant"). District and Consultant are also referred to collectively as the "Parties" and individually as "Party."

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

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

WHEREAS, on September 28, 2020, the District issued RFQ&P No. 395D Marketing Consultant Services ("RFQ&P"); and

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

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

1. <u>Statement of Service</u>. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession. Services to be provided by Consultant ("Work"):

The Consultant's services shall consist of those services performed by the Consultant and Consultant's employees as enumerated in this Agreement, along with all aspects of services as identified 395D Marketing Consultant Services, referenced herein and made a part hereof as Attachment A and Consultant's Proposal, referenced herein and made a part hereof as Attachment B. The Agreement, Attachment A and Attachment B shall collectively be defined as the "Services." The Parties understand and agree that the Agreement along with the Revised Fee and Rate Proposal (Attachment C) shall be the prevailing and governing documents and that Attachments A and B are intended to cooperate and be complementary.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Work Orders to Consultant authorizing certain work, and the provisions of this Agreement shall apply to all such Work Orders. Consultant shall not perform and District shall not be liable for any work performed by Consultant unless written authorization from District is given to Consultant in the form of such Work Order(s) prior to the performance of such work.

The Consultant shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Work Order, all the services articulated in the Consultant's scope of work ("Services"), which may be more particularly described in a Work Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the Consultant's proposal or similar document.

- 2. <u>Term.</u> The term of this Agreement shall begin January 1, 2021 and shall end December 31, 2025 in accordance with the schedule. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Work Order shall be established in each individual Work Order issued to the Consultant.
- 3. Project Schedule. The Consultant acknowledges that all time limits stated in this Agreement and associated Work Orders are of the utmost importance to District. The Consultant shall submit for the District's approval a schedule for the performance of the Consultant's services. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for the District's review and for approval by authorities having jurisdiction over the Project. The time limits established by this schedule shall not, except for reasonable cause (such cause shall be approved by District in writing), be exceeded by the Consultant.

SOCCCD # 401 Page 1 of 12

4. <u>Criteria for Award of Work Order</u>. The award of each Work Order will be made to the responsive and responsible firm judged to offer the most advantages and deemed the best fit for the District. The evaluation scoring criteria for award of each Work Order shall be as follows:

Criteria	Points
Approach and Methodology	25
Experience and Qualifications of Proposed Project Team	25
Proposed Project Schedule	25
Pricing	25

5. Payment.

A. <u>Consultant Hourly Rate Schedule</u>. The hourly billable rates include fully burdened hourly rates for each individual consultant identified to perform work for any assigned project. The rates identified below is set at a not to exceed amount payable for the highest qualified, experienced and skilled consultant/s assigned to any of the services identified below.

Service Description	Role/Team Member Title	Not-to-Exceed Hourly Billable Rate
Geofencing and Geotargeting Efforts	Strategy/Project Management Implementation, Analytics & Reporting	\$105 \$105
Mobile Advertising	Strategy/Project Management Implementation, Analytics & Reporting	\$105 \$105
Over-the-Top Advertising	Strategy/Project Management Implementation, Analytics & Reporting	\$105 \$105
SocialMedia	Strategy/Project Management Implementation, Analytics & Reporting	\$105 \$105
Google AdWords	Strategy/Project Management Implementation, Analytics & Reporting	\$105 \$105
Search Retargeting	Strategy/Project Management Implementation, Analytics & Reporting	\$105 \$105
Display Advertising	Strategy/Project Management Implementation, Analytics & Reporting	\$105 \$105
Email Advertising	Strategy/Project Management Implementation, Analytics & Reporting Writing Design	\$105 \$105 \$105 \$105
RadioandTV Advertising	Strategy/Project Management Implementation, Analytics & Reporting	\$105 \$105

Copy Writing	Writing, Research, Editing	\$105
Graphic Design	Design	\$105
Photography	Photography	\$105
Multimedia Production	Production	\$105
Analytics and Reporting Services	Analytics & Reporting	\$105
Fixed 3rd Party Media Buying Markup Percentage %		12%

B. <u>Compensation Only Upon Work Order Execution.</u> Consultant shall not be entitled to any compensation for any services unless and until a written Work Order has been issued by the District. Upon issuance of such a Work Order, Consultant agrees to perform basic Services provided by this Agreement and the Work Order, and District agrees to pay Consultant for such Services in accordance with the fee schedule set forth above and confirmed as a not to exceed price in the Work Order.

The District will not pay any reimbursable expenses of the Consultant and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of:

- 1) Defective or deficient work product not remedied;
- 2) Failure of the Consultant to make payments properly to its employees or sub-consultants; or
- 3) Failure of Consultant to perform its services in a timely manner so as to conform to Project schedule.
- C. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for the District, unless otherwise specifically stated in this Agreement.
- D. <u>Reimbursement of Expenses</u>. The District recognizes that certain costs and expenses associated with the Work performed are reimbursable to the Consultant. Provided that the Consultant obtains the District's prior written approval, costs and expenses will be reimbursed to the Consultant in accordance with this Article. The District's prior written authorization is an express condition precedent to any reimbursement to the Consultant of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by the District and calculated in accordance with the rates set forth. The Consultant's mileage and travel time shall not be considered as an allowable reimbursable expense. The descriptive categories of expenses that may be considered for reimbursement are as follows, and any other reimbursable expenses must be approved in writing by the District:
 - 1) Approved reproduction of reports and/or other documents in excess of the copies required by this Agreement;
 - 2) Fees advanced for securing approval of authorities in connection with the Work rendered pursuant to this Agreement;
 - 3) Cost of UPS, Federal Express, and other deliverables; and
 - 4) Cost of subconsultants hired by Consultant with prior written approval of District.
- E. <u>Payment in Full</u>. This compensation shall be compensation in full for all services performed by the Consultant under the terms of this Agreement and assigned Work Order, except where additional compensation is agreed upon between the Consultant and District in writing as provided for as additional services.

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2572-2020 F. <u>Method and Schedule of Payment</u>. District shall pay to Consultant the Contract Amount pursuant to invoice from Consultant in accordance with this Agreement.

<u>Invoices</u>. Upon satisfactory completion and acceptance of Work, Consultant shall submit to the 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 to <u>AccountsPayable@socccd.edu</u> or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. **To ensure prompt and accurate payment, all invoices related to this Agreement shall reference the following Agreement Number: DSPCRM-PSA-2572-2020.**

All District-authorized expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's purchase order number, and Consultant's taxpayer identification number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. If payment term differs, it must be noted in Article 3A. An invoice cannot be paid unless this Agreement has been signed by Consultant and has been properly executed by District.

- 6. <u>Materials and Expenses</u>. Consultant shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for District. Consultant's Work will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of their profession.
- 7. <u>Transportation</u>. Consultant hereby acknowledges and understands that it is their 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 Consultant's transportation for which the Consultant shall indemnify the District in accordance with the Hold Harmless and Indemnification provision herein.
- 8. <u>Taxes.</u> Consultant acknowledges and agrees that it is their sole responsibility to report as income their compensation received from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local taxation authorities. No part of Consultant's compensation shall be subject to withholding by the District for the payment of social security, unemployment, disability insurance, or any other similar state or federal tax obligation.
- 9. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Consultant is a nonresident of California, which may include California nonresidents, corporations, limited liability companies, non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from FTB. As of January 1, 2008, the standard withholding amount for all payments to nonresident California Consultants is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Consultant's California State Income Tax Account, settlement of which must be made by Consultant directly with the State of California through Withholding Coordinator, Franchise Tax Board, P.O. Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the nonresident Consultant and Consultant shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Consultant's acts or omissions with respect to this nonresident requirement. Consultant shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.
- 10. <u>Standard of Care and Professional Conduct</u>. The Consultant shall perform all Work hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, the Work that is set forth in this Agreement and represents that the Work is within the technical and professional areas of expertise of the Consultant or any subconsultant the Consultant has engaged or will engage

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2572-2020 to perform the Work. If the District desires, the District shall request in writing, the Consultant to provide Work in addition to, or different from, the Work described herein. The Consultant shall advise the District in writing of any Work that, in the Consultant's opinion, lie outside of the technical and professional expertise of the Consultant. 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.

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

- 9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary. Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Consultant will permit the District to audit, and to make audits of all invoices, materials, payroll, records of personnel and other data related to all matters covered by this Agreement.
- 10. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement.
- 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 Consultant only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Consultant for all costs associated with addressing and rectifying Consultant's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Consultant. In such case, notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.
- 12. Hold Harmless & Indemnification. To the fullest extent permitted by law, the Consultant and its subconsultants shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage, personal injury, damages or injuries/illnesses (including COVID-19) of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of Consultant, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the Consultant's Work of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Consultant and its subconsultants shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. Consultant shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of Consultant's and/or its subconsultants' business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.
 - A. Consultant and its subconsultants' obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
 - B. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2572-2020

- C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant and its subconsultants from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
- 13. <u>Insurance</u>. The Consultant and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, Consultant's required minimum coverage limits set forth herein at the commencement of a renewal term by providing Consultant and subconsultant (if applicable) written notice.
 - A. <u>A.M. Best Financial Rating</u>. Policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.
 - B. <u>Admitted Carrier(s)</u>. Policies of insurance shall be afforded by insurers who are admitted licensed to transact business in the State of California.
 - C. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, Consultant shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease Each Employee, and One Million Dollars (\$1,000,000) for Disease Policy Limit.
 - D. <u>Commercial General Liability</u>. Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.
 - E. <u>Automobile Liability</u>. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses involving "Any Auto".
 - F. <u>Professional Liability aka Errors and Omissions</u>. Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) general aggregate to cover against liability claims/lawsuits related to the professional Work as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.
 - G. <u>Additional Insured Endorsement</u>. Consultant and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Consultant's and Consultant's subconsultants Commercial General Liability and Automobile Liability insurance policies.
 - H. <u>Primary and non-contributory endorsement</u>. Consultant and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.
 - I. <u>Waiver of Subrogation Endorsements</u>. Consultant and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to Consultant and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.
 - J. <u>No Cancellation or Material Modification</u>. Policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District.
 - K. <u>Certificate(s) of Insurance and Endorsement(s)</u>. Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon Consultant's execution of this Agreement. No work shall commence by Consultant or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.

SOCCCD # 401
Page 6 of 12

- 14. Public Retirement System Retirees. Consultant must disclose to the District if Consultant has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Consultant has retired from CalSTRS and hours worked limitations if Consultant has retired from CalPERS. If Consultant has retired from either CalSTRS or CalPERS, Consultant should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 June 30).
- 15. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent Consultant and not an employee of the District. Consultant and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility of their actions and/or liabilities including those of their employees or agents as they relate to the Work to be provided under this Agreement. Consultant shall assume full responsibility for withholding and payment of all federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Consultant and Consultant's employees. Consultant should be aware that the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Consultant or Consultant's employees or subconsultants. Consultant agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of Consultant to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Consultant's employees or subconsultants.
- 16. <u>Use of Subconsultants</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District. Consultant must obtain District's prior written approval to use any subconsultants while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Consultant and subconsultant. Such approval must include approval of the proposed subconsultant and the terms of compensation. If written approval for Consultant's use of a subconsultant is provided by the District, Consultant warrants that said subconsultant shall have sufficient skill and experience to perform the Work assigned to them. Consultant further represents that its subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subconsultant's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual relationship between District and any approved subconsultant. Notwithstanding District's approval of any subconsultant's contract, Consultant shall remain solely responsible for any harm, damage, or claim arising from any subconsultant's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.
- 17. <u>Assignment</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District.
- 18. <u>Employment with Public Agency</u>. If Consultant is an employee of another public agency, Consultant agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which Work is actually being performed pursuant to this Agreement.
- 19. <u>Representations and Warranties</u>. Consultant on its own behalf and on behalf of all its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, Consultant acknowledges and agrees that the District, in deciding to engage Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant's engagement hereunder:

Consultant and its employees are qualified in all respects to provide to the District all of the Work contemplated by this Agreement and, to the extent required by any applicable laws, Consultant and its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Work as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of this Agreement.

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2572-2020

Page 8 of 12

Consultant, in providing the Work and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. Consultant shall be liable for all violations of such laws and regulations in connection with the Work as described herein.

- 20. Equal Opportunity/Non-Discrimination. Consultant shall not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as a consultant because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law. Consultant shall ensure that all Work and benefits rendered to the District, its Board of Trustees, officers, agents, employees, representatives, students, consultants/contractors, and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status, national origin, veteran status, or any other category protected by law. Consultant shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.
- 21. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

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

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

Consultant and its subconsultants shall ensure that its employees will at all times comply with COVID-19 Addendum - Consultant Protocols While on District Property During COVID-19 Pandemic.

- 22. Certification Regarding the California Penal Code Section 290. By executing this Agreement, Consultant agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Consultant certifies and understands that every person required to register under Section 290 shall disclose their status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent Consultant, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.
- 23. **Profanity Prohibited.** Profanity of any kind, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property or any property while Consultant and/or subconsultant are performing Work described herein is prohibited.
- 24. Mandatory Dress Code. Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above Article.

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2572-2020 25. <u>Trademark/Logo Use</u>. Consultant must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event permission is granted, PIO will furnish Consultant with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Consultant's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Consultant shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

26. Originality of Work.

- A. <u>Matters Produced Under this Agreement</u>. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, titles and interests in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.
- B. Consultant Use of Other Copyright/Trademark/Patent Materials. Consultant 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. Consultant agrees to defend, indemnify, and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.
- 27. <u>Rights to Data.</u> Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of Work under this Agreement.
- 28. 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. Confidential information may include, but is not limited to, information related to the District's research, development, trade secrets, and business affairs. 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/contractors in violation of the provisions of this Agreement.

Consultant shall advise the District of any and all materials subject to any copyright restrictions or requirements, which are used or recommended for use by Consultant to achieve the project goals. In the event Consultant shall fail to advise the District of such use under this Agreement, and as a result, the District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the Consultant's Work and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

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

SOCCCD # 401
Page 9 of 12

DISTRICT: South Orange County Community College District

Priya Jerome, Executive Director of Procurement,

Central Services, and Risk Management

28000 Marguerite Parkway Mission Viejo, CA 92692

(949) 582-4850 / purchasing-dept@socccd.edu

CONSULTANT: Graduate Communications, Inc.

Cheryl Broom, CEO 2248 Oceanview Road Oceanside, CA 92056

(760) 310-8724 / cheryl@graduatecommunications.com

A Party may change their designated representative and/or address for the purposes 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 Article.

- 31. <u>Supersedes.</u> This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.
- 32. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with jurisdiction/venue in Orange, California.
- 33. Force Majeure. The Consultant and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Consultant's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 34. <u>Severability.</u> 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.
- 35. <u>Interpretation</u>. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.
- 36. Conflict of Interest. Consultant hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Consultant has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Consultant has no business or financial interests which are in conflict with Consultant's obligations to District under this Agreement; and (iii) Consultant shall not employ in the performance of Work under this Agreement any person or entity having any such interests.
- 37. <u>Certification Regarding Debarment, Suspension or Other Ineligibility (Applicable to all agreements funded in part or whole with federal funds).</u>

SOCCCD # 401 Page 10 of 12

Agreement Number: DSPCRM-PSA-2572-2020

- A. By executing this contractual instrument, Consultant agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
- B. By executing this contractual instrument, Consultant certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Consultant's present responsibility;
 - 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
 - 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
 - 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
 - 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.
- 38. Accessibility of Information and Communication Technology. Consultant 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. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Consultant agrees to respond promptly and resolve any complaints regarding accessibility of its products or Work that are brought to its attention. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Consultant is responsible for all claims and expenses borne by the District, which arise out of the Work under this Agreement, found to be non-compliant with Federal and California laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of Work produced. Consultant further agrees to indemnify and hold harmless the District from and against any claim arising out of Consultant's failure to comply with these requirements. Consultant acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement or cancellation of the Work.
- 39. Entire Agreement and Amendment. The Agreement documents consist of this Agreement, any Exhibits thereto, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by the District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, including all properly executed Work Orders, and any exhibits thereto, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the

SOCCCD # 401 Page **11** of **12**

Agreement Number: DSPCRM-PSA-2572-2020

Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive Work in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall complement the terms of this Agreement.

- 40. <u>Authority to Execute</u>. The individual(s) executing this Agreement on behalf of the Consultant is/are duly and fully authorized to execute this Agreement on behalf of Consultant and to bind the Consultant to each and every term, condition, and covenant of this Agreement.
- 41. <u>Approval by District's Board of Trustees</u>. 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.

signed below.

CONSULTANT

DISTRICT

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

GRADUATE COMMUNICATIONS, INC.

South Orange County Community College District

Signature:

Signature:

Print Name:

Title:

Title:

Date:

SOCCCD # 401

Page 12 of 12

Date:



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CONSULTANT PROTOCOLS WHILE ON DISTRICT PROPERTY

DURING COVID-19 PANDEMIC

The Consultant along with their subconsultants, hereafter referred to as "Consultant" shall follow these Protocols as a condition of being permitted on District property. The dually executed Agreement for the Consultant's Services shall be the governing document and this Protocol document is intended to be supplementary. The Consultant acknowledges that when it relates to COVID-19, the Consultant shall adjust business operations to comply with COVID-19 specific safety guidelines prescribed by federal, state, and local governmental agencies, including the Orange County Health Care Agency (OCHCA), Centers for Disease Control and Prevention (CDC), and Cal/OSHA. The Consultant further acknowledges that all safety guidelines prescribed and updated by federal, state, and local governmental agencies, including the OCHCA, CDC, and Cal/OSHA shall be followed at all times and that this Protocols document should be treated as additional, providing the District with the greatest levels of protection. Failure to comply with any of the Protocols identified herein, may subject the Consultant's employee(s) to immediate removal from the District's premises.

As a requirement to perform Services on campus, the Consultant agrees that its employees shall adhere to the following.

1. Consultant shall train employees on how to limit the spread of COVID-19 pursuant to the symptoms as identified by the CDC and Cal/OSHA, including but not limited to the following:

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

2. Implement control measures

- Consultant shall provide an adequate supply of personal protective equipment (PPE) such as face masks/coverings to all of its employees to wear at all times while on District property
- Direct all employees to:
 - Wash hands often with soap and water for at least 20 seconds
 - Use hand sanitizer/wipes when soap and water are not available (Consultant shall supply and make available hand sanitizer/wipes)
 - o Cover cough or sneeze

3. Implement cleaning and disinfecting protocols

- Consultant shall ensure that adequate cleaning and disinfecting supplies are available at every job site on District premises
- Consultant shall ensure that any and all equipment, objects, and surfaces are cleaned and disinfected after each use

4. Implement physical distancing guidelines

A minimum of 6 feet of physical distance between all individuals shall be maintained while on District property.

Created: 10/20/20 Page 1 of 1

REVISED FEE AND RATE PROPOSAL - ATTACHMENT C 11/19/2020

Service Description	Role/Team Member Title	Not Exceed Hourly Billable Rate
Geofencing & Geotargeting Efforts	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting: Amy Hazlehurst, Betsy Flores, Chris Walker	\$105
Mobile Advertising	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting: Amy Hazlehurst, Betsy Flores, Chris Walker	\$105
Over-the-Top Advertising	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting: Amy Hazlehurst, Betsy Flores, Chris Walker	\$105
Social Media	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting: Amy Hazlehurst, Betsy Flores, Chris Walker	\$105
Google AdWords	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting: Amy Hazlehurst, Betsy Flores, Chris Walker	\$105

Service Description	Role/Team Member Title	Not Exceed Hourly Billable Rate
Search Retargeting	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting: Amy Hazlehurst, Betsy Flores, Chris Walker	\$105
Display Advertising	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting: Amy Hazlehurst, Betsy Flores, Chris Walker	\$105
Email Advertising	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting: Amy Hazlehurst, Betsy Flores, Chris Walker Writing: David Ogul Design: Kimiko Sigafus	\$105
Radio and TV Advertising	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting:, Chris Walker	\$105
Mobile Advertising	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting: Amy Hazlehurst, Betsy Flores, Chris Walker	\$105

Service Description	Role/Team Member Title	Not Exceed Hourly Billable Rate
Copy Writing	Writing, Research, Editing: Cheryl Broom, Liz Diachun, David Ogul	\$105
Graphic Design	Design: Kimiko Sigafus, Jake Rush, Seagge Abella	\$105
Photography	Photography: Seagge Abella	\$105
Multimedia Production	Production: Jake Rush, Seagge Abella	\$105
Analytics and Reporting Services	Analytics & Reporting: Cheryl Broom, Chris Walker, Liz Diachun, Amy Hazlehurst, Betsy Flores	\$105

Fixed Third Party Media Buying Percentage Mark Up

12% of total spend

Fee and Rate Proposal: Additional Services

Service Description	Role/Team Member Title	Not Exceed Hourly Billable Rate
Outdoor Advertising	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting: Amy Hazlehurst, Betsy Flores, Chris Walker	\$105
Print Advertising	Strategy/Project Management: Cheryl Broom, Chris Walker, Liz Diachun Implementation, Analytics & Reporting: Amy Hazlehurst, Betsy Flores, Chris Walker	\$105
Videography (on-site)	Videography: Jake Rush, Seagge Abella, Miguel Orozco, Andres Orozco	\$225/hour per person (4 hour minimum)
Translation Services	Translation: Paula Di Dio, Miguel Orozco, Andres Orozco	\$105
Research Services: Focus Groups	Research, Focus Group, Protocol Development, Reporting: Cheryl Broom, Liz Diachun, Dr. Paula Di Dio	\$187.50

EXHIBIT E

Fee and Rate Proposal, Additional **Services**

Service Description	Role/Team Member Title	Not Exceed Hourly Billable Rate
Research Services: Community Attitudes Survey	Research, Focus Group, Instrument Development, Reporting: Cheryl Broom, Liz Diachun, Paula Di Dio	\$187.50
Research Services: Student Advertising Consumption Survey	Research, Focus Group, Instrument Development, Reporting: Cheryl Broom, Liz Diachun, Dr. Paula Di Dio	\$187.50
Research Services: Business & Industry Survey	Research, Focus Group, Instrument Development, Reporting: Cheryl Broom, Liz Diachun, Dr. Paula Di Dio	\$187.50
Website Content Updates	Development Work: Christopher Walker	\$105
Website Development, Including Coding and ADA Compliance Testing	Development Work: Christopher Walker	\$112.50
Keynote Speaking	Preparation and Speaking: Cheryl Broom	\$225/hour
In-Person or Virtual Training	Preparation and Training: Cheryl Broom	\$225/hour



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 Glacier Communications, Inc. ("Consultant"). District and Consultant are also referred to collectively as the "Parties" and individually as "Party."

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

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

WHEREAS, on September 28, 2020, the District issued RFQ&P No. 395D Marketing Consultant Services ("RFQ&P"); and

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

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

1. Statement of Service. Consultant's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of Consultant's profession. Services to be provided by Consultant ("Work"):

The Consultant's services shall consist of those services performed by the Consultant and Consultant's employees as enumerated in this Agreement, along with all aspects of services as identified 395D Marketing Consultant Services, referenced herein and made a part hereof as Attachment A and Consultant's Proposal, referenced herein and made a part hereof as Attachment B. The Agreement, Attachment A and Attachment B shall collectively be defined as the "Services." The Parties understand and agree that the Agreement shall be the prevailing and governing documents and that Attachments A and B are intended to cooperate and be complementary.

As set forth herein, the District may pursuant to this Agreement, from time to time, issue Work Orders to Consultant authorizing certain work, and the provisions of this Agreement shall apply to all such Work Orders. Consultant shall not perform and District shall not be liable for any work performed by Consultant unless written authorization from District is given to Consultant in the form of such Work Order(s) prior to the performance of such work.

The Consultant shall provide to the District on the terms set forth herein, and within the time stipulated in each individual Work Order, all the services articulated in the Consultant's scope of work ("Services"), which may be more particularly described in a Work Order issued pursuant to this Agreement. The Parties agree if there is a proposal or similar document that the terms of this Agreement shall be controlling over any of the terms contained within the Consultant's proposal or similar document.

- 2. Term. The term of this Agreement shall begin January 1, 2021 and shall end December 31, 2025 in accordance with the schedule. This Agreement will not exceed five (5) years total. The time for completing the Services set forth in a Work Order shall be established in each individual Work Order issued to the Consultant.
- 3. Project Schedule. The Consultant acknowledges that all time limits stated in this Agreement and associated Work Orders are of the utmost importance to District. The Consultant shall submit for the District's approval a schedule for the performance of the Consultant's services. The schedule may be adjusted as the Project proceeds by mutual written agreement of the parties and shall include allowances for time required for the District's review and for approval by authorities having jurisdiction over the Project. The time limits established by this schedule shall not, except for reasonable cause (such cause shall be approved by District in writing), be exceeded by the Consultant.

SOCCCD # 401 Page 1 of 12 4. <u>Criteria for Award of Work Order</u>. The award of each Work Order will be made to the responsive and responsible firm judged to offer the most advantages and deemed the best fit for the District. The evaluation scoring criteria for award of each Work Order shall be as follows:

Criteria		Points
Approach and Methodology		25
Experience and Qualifications of Proposed Project Team		25
Proposed Project Schedule		25
Pricing		25

5. Payment.

A. <u>Consultant Hourly Rate Schedule</u>. The hourly billable rates include fully burdened hourly rates for each individual consultant identified to perform work for any assigned project. The rates identified below is set at a not to exceed amount payable for the highest qualified, experienced and skilled consultant/s assigned to any of the services identified below.

Service Description	Role/Team Member Title	Not-to-Exceed Hourly Billable Rate
Geofencing and Geotargeting Efforts	Digital Media Manager	\$60
Mobile Advertising for High School Marketing Campaigns	Digital Media Manager	\$60
Social Media for High School Marketing Campaigns	Digital Media Manager	\$60
Google AdWords for High School Marketing Campaigns	Digital Media Specialist	\$60
Search Retargeting for High School Marketing Campaigns	Digital Media Specialist	\$60
Display Advertising for High School Marketing Campaigns	Digital Media Specialist	\$60
Analytics and Reporting Services for High School Marketing Campaigns	Marketing Manager	\$60
Microinfluencer Service for High School Marketing Campaigns	Influencer Project Manager	\$80
Advertisement Posters for High School Marketing Campaigns	High School Partnerships Manager	\$80

B. <u>Compensation Only Upon Work Order Execution.</u> Consultant shall not be entitled to any compensation for any services unless and until a written Work Order has been issued by the District. Upon issuance of such a Work Order, Consultant agrees to perform basic Services provided by this Agreement and the Work Order, and District agrees to pay Consultant for such Services in accordance with the fee schedule set forth above and confirmed as a not to exceed price in the Work Order.

The District will not pay any reimbursable expenses of the Consultant and the total contract not to exceed amount shall include all costs for the services rendered.

District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing services for District, unless otherwise specifically stated in this Agreement.

The District may withhold, or on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as may be necessary to protect the District from loss, including costs and attorneys' fees, on account of:

- 1) Defective or deficient work product not remedied;
- 2) Failure of the Consultant to make payments properly to its employees or sub-consultants; or
- 3) Failure of Consultant to perform its services in a timely manner so as to conform to Project schedule.
- C. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for the District, unless otherwise specifically stated in this Agreement.
- D. <u>Reimbursement of Expenses</u>. The District recognizes that certain costs and expenses associated with the Work performed are reimbursable to the Consultant. Provided that the Consultant obtains the District's prior written approval, costs and expenses will be reimbursed to the Consultant in accordance with this Article. The District's prior written authorization is an express condition precedent to any reimbursement to the Consultant of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by the District and calculated in accordance with the rates set forth. The Consultant's mileage and travel time shall not be considered as an allowable reimbursable expense. The descriptive categories of expenses that may be considered for reimbursement are as follows, and any other reimbursable expenses must be approved in writing by the District:
 - Approved reproduction of reports and/or other documents in excess of the copies required by this Agreement;
 - 2) Fees advanced for securing approval of authorities in connection with the Work rendered pursuant to this Agreement;
 - 3) Cost of UPS, Federal Express, and other deliverables; and
 - 4) Cost of subconsultants hired by Consultant with prior written approval of District.
- E. <u>Payment in Full</u>. This compensation shall be compensation in full for all services performed by the Consultant under the terms of this Agreement and assigned Work Order, except where additional compensation is agreed upon between the Consultant and District in writing as provided for as additional services.
- F. <u>Method and Schedule of Payment</u>. District shall pay to Consultant the Contract Amount pursuant to invoice from Consultant in accordance with this Agreement.

<u>Invoices</u>. Upon satisfactory completion and acceptance of Work, Consultant shall submit to the 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 to <u>AccountsPayable@socccd.edu</u> or mail to South Orange County Community College District, 28000 Marguerite Parkway, Mission Viejo, CA 92692, Attn: Accounts Payable. **To ensure prompt and accurate payment, all invoices related to this Agreement shall reference the following Agreement Number: DSPCRM-PSA-2582-2020.**

SOCCCD # 401 Page 3 of 12

All District-authorized expenses shall be documented with original receipts and shall be pre-approved in writing by District, unless such expenses are specifically authorized by this Agreement. Invoices shall include the invoice date, date(s) of service(s), District's purchase order number, and Consultant's taxpayer identification number. Invoices shall be paid on a "net 30-day basis" for Work satisfactorily rendered (as determined by the District) pursuant to this Agreement. If payment term differs, it must be noted in Article 3A. An invoice cannot be paid unless this Agreement has been signed by Consultant and has been properly executed by District.

- 6. <u>Materials and Expenses</u>. Consultant shall furnish, at their own expense, all labor, materials, equipment, supplies and other items necessary to complete the Work to be provided pursuant to this Agreement. District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Work for District. Consultant's Work will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of their profession.
- 7. <u>Transportation</u>. Consultant hereby acknowledges and understands that it is their 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 Consultant's transportation for which the Consultant shall indemnify the District in accordance with the Hold Harmless and Indemnification provision herein.
- 8. <u>Taxes</u>. Consultant acknowledges and agrees that it is their sole responsibility to report as income their compensation received from the District and to make the requisite tax filings and payments to the appropriate federal, state, and/or local taxation authorities. No part of Consultant's compensation shall be subject to withholding by the District for the payment of social security, unemployment, disability insurance, or any other similar state or federal tax obligation.
- 9. California State Tax Withholding for Nonresidents of California. It is mutually understood that if Consultant is a nonresident of California, which may include California nonresidents, corporations, limited liability companies. non-profits, and partnerships that do not have a permanent place of business in the State of California, the District is obligated to abide by California Franchise Tax Board (FTB) withholding requirements. The District is required to withhold from all payments or distributions of California source income made to a nonresident when payments or distributions are greater than One Thousand Five Hundred Dollars (\$1,500) for the calendar year unless the District receives authorization for a waiver or a reduced withholding rate from FTB. As of January 1, 2008, the standard withholding amount for all payments to nonresident California Consultants is Seven Percent (7%). District will deduct the amount ordered by the State of California from the payment hereunder and will pay such amount directly to the Consultant's California State Income Tax Account, settlement of which must be made by Consultant directly with the State of California through Withholding Coordinator, Franchise Tax Board, P.O. Box 651, Sacramento, California, 95812-0651; telephone (916) 845-6262. Completion and submission of the appropriate form shall be the obligation of the nonresident Consultant and Consultant shall defend, indemnify and hold harmless the District against any loss, expense, or liability arising out of Consultant's acts or omissions with respect to this nonresident requirement. Consultant shall provide all necessary documentation and information to help District comply with all tax requirements related to California nonresidents.
- 10. Standard of Care and Professional Conduct. The Consultant shall perform all Work hereunder in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with, the current professional practices and standards of a professional practicing in California. The Consultant will furnish, at its expense, the Work that is set forth in this Agreement and represents that the Work is within the technical and professional areas of expertise of the Consultant or any subconsultant the Consultant has engaged or will engage to perform the Work. If the District desires, the District shall request in writing, the Consultant to provide Work in addition to, or different from, the Work described herein. The Consultant shall advise the District in writing of any Work that, in the Consultant's opinion, lie outside of the technical and professional expertise of the Consultant. 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.

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

- 9. Audit and Inspection of Records. At any time during the normal business hours and as often as District may deem necessary, Consultant shall make available to District for examination at District's place of business as specified herein, all data, records, investigation reports and all other materials respecting matters covered by this Agreement and Consultant will permit the District to audit, and to make audits of all invoices, materials, payroll, records of personnel and other data related to all matters covered by this Agreement.
- 10. Time is of the Essence. Time is of the essence with respect to all provisions of this Agreement.
- 11. <u>Termination</u>. 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 Consultant only for Work satisfactorily rendered to the date of termination. If District terminates for cause, it shall be entitled to compensation from Consultant for all costs associated with addressing and rectifying Consultant's noncompliance with this Agreement. Written notice by District shall be sufficient to stop further performance of Work by Consultant. In such case, notice shall be deemed given when received by the Consultant or no later than three (3) days after the day of mailing, whichever is sooner.
- 12. Hold Harmless & Indemnification. To the fullest extent permitted by law, the Consultant and its subconsultants shall defend (with counsel of District's choosing), indemnify, and hold harmless the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers (collectively "Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, in law or equity, property damage. personal injury, damages or injuries/illnesses (including COVID-19) of any kind, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, negligence, recklessness or willful misconduct of Consultant, its officials, officers, agents, employees, representatives, subconsultant, or volunteers, in connection with the performance of the Consultant's Work of this Agreement or obligations hereunder, including without limitation the payment of all consequential damages, expert witness fees, attorney's fees, and other related costs and expenses. In the event any article sold and delivered hereunder is covered by any patent, copyright, or application thereof, Consultant and its subconsultants shall defend, indemnify, and hold harmless South Orange County Community College District, its Board of Trustees, officers, agents, employees, representatives, and volunteers from any and all losses, costs or expenses resulting from claims, suits or judgments rendered for violation of rights under such patents, copyright, or application. Consultant shall reimburse the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers for all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity provided herein. This hold harmless and indemnification includes, but is not limited to, compensatory damages, regulatory fines, penalties, and extra-contractual liability. In no event shall the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers be liable for any loss of Consultant's and/or its subconsultants' business, revenues or profits, or special, consequential, incidental, indirect or punitive damages of any nature, even if the District its Board of Trustees, officers, agents, employees, representatives, and/or volunteers have been advised in advance of the possibility of such damages.
 - A. Consultant and its subconsultants' obligation to indemnify the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers shall not be restricted to insurance proceeds, if any, received by the District, its Board of Trustees, officers, agents, employees, representatives, and/or volunteers.
 - B. The Parties understand and agree that this shall be the sole indemnity, as defined by California Civil Code § 2772, governing this Agreement. Any other indemnity that may be attached to this Agreement as an Exhibit shall be void and unenforceable between the Parties.
 - C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release Consultant and its subconsultants from its obligations to indemnify as to any claims or causes of action asserted so long as the event(s) upon which such claim or cause of action is predicated shall have occurred prior to the effective date of termination or completion.
- 13. <u>Insurance</u>. The Consultant and its subconsultants shall maintain in full force and effect throughout the term of this Agreement the following policies of insurance with no less than the limits set forth herein. District may adjust, Consultant's required minimum coverage limits set forth herein at the commencement of a renewal term by providing Consultant and subconsultant (if applicable) written notice.
 - A. <u>A.M. Best Financial Rating</u>. Policies of insurance required herein shall be issued by insurers with an A.M. Best financial rating of A:VII or better.

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2582-2020

- B. <u>Admitted Carrier(s)</u>. Policies of insurance shall be afforded by insurers who are admitted licensed to transact business in the State of California.
- C. Workers' Compensation and Employer's Liability. In accordance with the laws of the State of California, Consultant shall maintain Workers' Compensation insurance and Employer's Liability coverage with not less than One Million Dollars (\$1,000,000) for Each Accident, One Million Dollars (\$1,000,000) for Disease Each Employee, and One Million Dollars (\$1,000,000) for Disease Policy Limit.
- D. <u>Commercial General Liability</u>. Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses including, but not limited to blanket contractual, broad form property damage, products & completed operations, personal injury, and wrongful death.
- E. <u>Automobile Liability</u>. Insurance with combined single limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate to cover losses involving "Any Auto".
- F. <u>Professional Liability aka Errors and Omissions</u>. Consultant and its subconsultants shall each procure and maintain throughout the term of this Agreement, Professional Liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) general aggregate to cover against liability claims/lawsuits related to the professional Work as stated herein. If coverage is written on a claims made and reported form, such coverage shall contain an Extended Reporting Period (aka tail coverage) for a minimum of two (2) years following the termination date of this Agreement.
- G. <u>Additional Insured Endorsement</u>. Consultant and its subconsultants shall each issue District an endorsement naming District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers as Additional Insureds to Consultant's and Consultant's subconsultants Commercial General Liability and Automobile Liability insurance policies.
- H. <u>Primary and non-contributory endorsement</u>. Consultant and its subconsultants insurance coverage and limits shall be primary and any of the District's insurance coverage and limits shall be non-contributory.
- I. <u>Waiver of Subrogation Endorsements</u>. Consultant and its subconsultants shall each issue District an endorsement waiving all rights of subrogation against the District, its Board of Trustees, officers, agents, employees, representatives, invitees, and volunteers with respect to Consultant and subconsultant's commercial general liability, automobile liability, and workers' compensation policies.
- J. <u>No Cancellation or Material Modification</u>. Policies of insurance and accompanying endorsements required by this Agreement shall not be cancelled or materially modified, except upon thirty (30) days' advance written notice to District. Written notice of cancellation or material modification shall be from the insurer(s) issuing the policy(ies) of insurance to the District.
- K. <u>Certificate(s) of Insurance and Endorsement(s)</u>. Certificate(s) and Endorsement(s) evidencing the required coverages and limits set forth herein shall be provided to District upon Consultant's execution of this Agreement. No work shall commence by Consultant or its subconsultants until the required certificate(s) of insurance and endorsement(s) have been furnished to the District.
- 14. Public Retirement System Retirees. Consultant must disclose to the District if Consultant has retired from the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS"). Pursuant to California Education Code Section 24214 and 24214.5, there are postretirement limitations on earnings if Consultant has retired from CalSTRS and hours worked limitations if Consultant has retired from CalPERS. If Consultant has retired from either CalSTRS or CalPERS, Consultant should be aware that the District is required to report all payments under this and any additional Agreements in any given year (July 1 June 30).
- 15. <u>Independent Consultant</u>. Consultant, in the performance of this Agreement, shall be and act as an independent Consultant and not an employee of the District. Consultant and its subconsultants, understand and agree that they shall not be considered officers, agents, employees, or volunteers of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Consultant assumes the full responsibility of their actions and/or liabilities including those of their

SOCCCD # 401 Page 6 of 12

employees or agents as they relate to the Work to be provided under this Agreement. Consultant shall assume full responsibility for withholding and payment of all federal, state, local and applicable income taxes; workers' compensation; contributions, including but not limited to, unemployment insurance and social security with respect to Consultant and Consultant's employees. Consultant should be aware that the IRS regulations require District to report total income exceeding six hundred dollars (\$600) under this and any additional Agreements in any given year. The District will not withhold taxes, unemployment insurance or social security for Consultant or Consultant's employees or subconsultants. Consultant agrees to defend, indemnify and hold the District, its Board of Trustees, officers, agents, employees, representatives, and volunteers harmless from and against any and all liability arising from any failure or alleged failure of Consultant to withhold or pay any applicable tax, unemployment insurance or social security when due or any failure or alleged failure to comply with any applicable regulation applicable to Consultant's employees or subconsultants.

- 16. <u>Use of Subconsultants</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District. Consultant must obtain District's prior written approval to use any subconsultants while performing any portion of this Agreement and such approval may be conditioned on approval of the subcontract between Consultant and subconsultant. Such approval must include approval of the proposed subconsultant and the terms of compensation. If written approval for Consultant's use of a subconsultant is provided by the District, Consultant warrants that said subconsultant shall have sufficient skill and experience to perform the Work assigned to them. Consultant further represents that its subconsultants have all licenses, permits, qualifications, and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Agreement. District retains the right to obtain copies of subconsultant's insurance coverage at any time. Nothing in this Article shall be interpreted as creating a contractual relationship between District and any approved subconsultant. Notwithstanding District's approval of any subconsultant's contract, Consultant shall remain solely responsible for any harm, damage, or claim arising from any subconsultant's acts or omissions as set forth in the Hold Harmless and Indemnification provision herein.
- 17. <u>Assignment</u>. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant without the express written approval of the District.
- 18. <u>Employment with Public Agency</u>. If Consultant is an employee of another public agency, Consultant agrees that they will not receive salary or remuneration, other than vacation pay, for the actual time in which Work is actually being performed pursuant to this Agreement.
- 19. <u>Representations and Warranties</u>. Consultant on its own behalf and on behalf of all its employees, makes the following certifications, representations, and warranties for the benefit of the District. In addition, Consultant acknowledges and agrees that the District, in deciding to engage Consultant pursuant to this Agreement, is relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Agreement and the course of Consultant's engagement hereunder:

Consultant and its employees are qualified in all respects to provide to the District all of the Work contemplated by this Agreement and, to the extent required by any applicable laws, Consultant and its employees have all licenses, permits, qualifications, and/or governmental approvals that are legally required to perform the Work as described herein. Such licenses, permits, qualifications, and/or governmental approvals shall be maintained throughout the term of this Agreement.

Consultant, in providing the Work and in otherwise carrying out its obligations to the District under this Agreement, shall, at all times, comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, including workers' compensation and equal protection and non-discrimination laws. Consultant shall be liable for all violations of such laws and regulations in connection with the Work as described herein.

20. <u>Equal Opportunity/Non-Discrimination</u>. Consultant shall not discriminate against any individual with respect to their compensation, terms, conditions, or privileges of employment; or discriminate in any way which would deprive or tend to deprive any individual of employment opportunities or otherwise adversely affect their status as a consultant because of such individual's race, color, religion, sex, national origin, age, disability, medical condition, marital status, veteran status, or any other category protected by law.

Consultant shall ensure that all Work and benefits rendered to the District, its Board of Trustees, officers, agents, employees, representatives, students, consultants/contractors, and volunteers are provided free of any form of harassment and without regard to race, color, religion, sex, age, disability, medical condition, marital status,

national origin, veteran status, or any other category protected by law. Consultant shall comply with Americans with Disabilities Act and the Rehabilitation Act of 1973, as amended.

21. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Compliance with Applicable Laws, Policies, Procedures, Rules & Regulations. Consultant shall comply with District's policies, procedures, rules, regulations and/or guidelines that include but are not limited to a smoke, alcohol, and controlled substances free campus, conflict of interest, workplace violence, code of conduct, harassment and discrimination prevention and drug-free environment.

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

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

Consultant and its subconsultants shall ensure that its employees will at all times comply with COVID-19 Addendum - Consultant Protocols While on District Property During COVID-19 Pandemic.

- 22. Certification Regarding the California Penal Code Section 290. By executing this Agreement, Consultant agrees to comply with the rules and regulations of the Sex Offender Registration Act, California Penal Code Section 290.95. Consultant certifies and understands that every person required to register under Section 290 shall disclose their status as a registrant, upon application or acceptance of a position, to that person, group, or organization. Furthermore, no person who is required to register under Section 290 because of a conviction for a crime where the victim was a minor under sixteen (16) years of age shall be an employer, employee, or independent Consultant, or act as a volunteer with any person, group, or organization in a capacity in which the registrant would be working directly and in an unaccompanied setting with minor children on more than an incidental and occasional basis or have supervision or disciplinary power over minor children. A violation of this section is a misdemeanor punishable by a fine not exceeding One Thousand Dollars (\$1,000), by imprisonment in a county jail not to exceed a period of six (6) months, or by both that fine and imprisonment.
- 23. <u>Profanity Prohibited.</u> Profanity of any kind, including, but not limited to, racial, ethnic, or sexual slurs or comments which could be considered harassment on any District property or any property while Consultant and/or subconsultant are performing Work described herein is prohibited.
- 24. <u>Mandatory Dress Code.</u> Appropriate attire is mandatory. Therefore, clothing with inappropriate language/suggestions/gestures graphics, indecent exposure, tank tops, cut-offs, and shorts are not allowed. Additionally, what is written or pictured on clothing must comply with the requirements of acceptable language as stated in the above Article.
- 25. Trademark/Logo Use. Consultant must obtain written approval from District's Public and Government Affairs, Public Information Office ("PIO") to use the District's name and/or logos in any advertisements, promotions, press releases or other media. In the event permission is granted, PIO will furnish Consultant with camera-ready artwork for such use. District, at its sole discretion, may limit or otherwise place conditions on Consultant's use of District's name, and/or logos in which case such limitations shall be incorporated into this Agreement. Consultant shall not revise, change, or otherwise alter any material related to District's name and/or logo without written consent from District.

26. Originality of Work.

A. <u>Matters Produced Under this Agreement</u>. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all rights, titles and interests in said matters, including the right to

SOCCCD # 401 Page **8** of **12**

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.

- B. Consultant Use of Other Copyright/Trademark/Patent Materials. Consultant 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. Consultant agrees to defend, indemnify, and hold harmless the District from any claims or costs, including legal fees, which might arise from questionable use of any such material. The District reserves the right to require verification.
- 27. <u>Rights to Data</u>. Consultant grants to the District the right to publish, translate, reproduce, deliver, use and dispose of, and to authorize others to do so, all data, including reports, drawings, blueprints, and technical information resulting from the performance of Work under this Agreement.
- 28. **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. Confidential information may include, but is not limited to, information related to the District's research, development, trade secrets, and business affairs. 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/contractors in violation of the provisions of this Agreement.

Consultant shall advise the District of any and all materials subject to any copyright restrictions or requirements, which are used or recommended for use by Consultant to achieve the project goals. In the event Consultant shall fail to advise the District of such use under this Agreement, and as a result, the District should be found in violation of any copyright restrictions or requirements, Consultant agrees to indemnify, defend and hold harmless, District against any action or claim brought by the copyright holder.

Notwithstanding the above requirements, to the extent any records or documents associated with the Consultant's Work and/or the project are or become public records, they shall be subject to disclosure pursuant to the Public Records Act and applicable California law.

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

DISTRICT: South Orange County Community College District

Priya Jerome, Executive Director of Procurement,

Central Services, and Risk Management

28000 Marguerite Parkway Mission Viejo, CA 92692

(949) 582-4850 / purchasing-dept@socccd.edu

CONSULTANT: Glacier Communications, Inc.

Dan O'Neil, Senior Account Manager

Unit 202, 1235 26th Ave SE

Calgary, AB, Canada

T2G1R7

(403) 909-9532 / dan@weareglacier.org

- A Party may change their designated representative and/or address for the purposes 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 Article.
- 31. <u>Supersedes.</u> This Agreement constitutes the entire agreement and understanding between the parties to this Agreement and supersedes all prior and contemporaneous negotiations and understandings between the parties whether oral or written, expressed or implied.
- 32. **Governing Law.** The terms and conditions of this Agreement shall be governed by the laws of the State of California with jurisdiction/venue in Orange, California.
- 33. Force Majeure. The Consultant and District are excused from performance during the time and to the extent that they are prevented from obtaining, performing any act or rendering any services required under this Agreement by a Force Majeure Event. If a Force Majeure Event caused the failure or delay beyond the Parties' control and which by the Parties' exercise of due diligence could not reasonably have been avoided, an extension of contract times in an amount equal to the time loss due to such delay shall be the Consultant's sole and exclusive remedy for such delay. A "Force Majeure Event" shall mean events or circumstances occurring by acts of God, such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters; epidemics; pandemics; quarantine restrictions; fire; strikes; lock-out; commandeering of materials, products, plants or facilities by the government; terrorist attacks; wars; riots; civil disturbances; or governmental acts, including sanction, embargo, and import or export regulation, or order; when satisfactory evidence thereof is presented to the other party, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.
- 34. <u>Severability</u>. 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.
- 35. <u>Interpretation</u>. In interpreting this Agreement, it shall be deemed to have been prepared by the Parties jointly, and no ambiguity shall be resolved against District on the premise that it or its attorneys were responsible for drafting this Agreement or any provision hereof. The captions or heading set forth in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any Articles or other provisions of this Agreement. Any reference in this Agreement to an Article, unless specified otherwise, shall be a reference to an Article of this Agreement.
- 36. **Conflict of Interest.** Consultant hereby represents, warrants and covenants that (i) at the time of execution of this Agreement, Consultant has no interest and shall not acquire any interest in the future, whether direct or indirect, which would conflict in any manner or degree with the performance of Work under this Agreement; (ii) Consultant has no business or financial interests which are in conflict with Consultant's obligations to District under this Agreement; and (iii) Consultant shall not employ in the performance of Work under this Agreement any person or entity having any such interests.
- 37. <u>Certification Regarding Debarment, Suspension or Other Ineligibility (Applicable to all agreements funded in part or whole with federal funds).</u>
 - A. By executing this contractual instrument, Consultant agrees to comply with applicable federal suspension and debarment regulations, including, but not limited to, regulations implementing Executive Order 12549 (29 C.F.R. Part 98) (see Appendix 15).
 - B. By executing this contractual instrument, Consultant certifies to the best of its knowledge and belief that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not, within a three-year period preceding the execution of this contractual instrument, been convicted of, or had a civil judgment rendered against them, for: (a) Commission of fraud or a criminal

SOCCCD # 401 Agreement Number: DSPCRM-PSA-2582-2020 offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) or private transaction or contract; (b) Violation of Federal or State antitrust statutes; (c) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or (d) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects Consultant's present responsibility;

- 3) Are not presently indicted for, or otherwise criminally or civilly charged by any government entity (Federal, State or Local), with commission of any of the offenses enumerated in b.2) above, of this certification;
- 4) Have not, within a three-year period preceding the execution of this contractual instrument, had one or more public transaction (Federal, State or Local) terminated for cause or default;
- 5) Shall not, except as otherwise provided under applicable federal regulations, knowingly enter into any lower tier covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded by any federal department or agency from participation in such transaction; and
- 6) Include in all lower tier covered transactions, and all solicitations for covered transactions, provisions substantially similar to those set forth herein.
- 38. Accessibility of Information and Communication Technology. Consultant 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. Products covered under this provision include, without limitation, the following: Software applications; operating systems; web-based intranet and internet information and applications; telecommunications products; video or multimedia products; self-contained closed products such as copiers; source codes and desktop and portable computers. Consultant agrees to respond promptly and resolve any complaints regarding accessibility of its products or Work that are brought to its attention. All websites developed and maintained must be accessible, built to the most current and highest Web Content Accessibility Guidelines (WCAG), and be delivered with documentation allowing the District to certify it as accessible and in compliance with California Government Code Sections 7405 and 11135. Consultant is responsible for all claims and expenses borne by the District, which arise out of the Work under this Agreement, found to be non-compliant with Federal and California laws. These costs include but are not limited to legal costs, court costs, and costs for remediation of Work produced. Consultant further agrees to indemnify and hold harmless the District from and against any claim arising out of Consultant's failure to comply with these requirements. Consultant acknowledges that failure to comply with these requirements shall constitute a breach and be grounds for termination of this Agreement or cancellation of the Work.
- 39. Entire Agreement and Amendment. The Agreement documents consist of this Agreement, any Exhibits thereto, any exhibits attached to or referenced herein, and all amendments and/or modifications issued in writing, duly approved or ratified by the District's Board of Trustees, and executed by the Parties shall be interpreted to the benefit of the District. Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (a) provisions set forth in this Agreement, including all properly executed Work Orders, and any exhibits thereto, (b) provisions set forth in any referenced attachments or exhibits to this Agreement attached or incorporated herein by reference. However, the Parties understand and agree that the service specified in the Agreement and any provisions set forth in any referenced attachments or exhibits to this Agreement is intended to cooperate and be complementary; provided further, however, that in the event of a conflict between the Agreement and the provisions set forth in any referenced attachments or exhibits, the Agreement shall control, unless the provisions set forth in any referenced attachments or exhibits to this Agreement provides the District with greater benefits or more expansive Work in which case the provisions set forth in any referenced attachments or exhibits to this Agreement shall complement the terms of this Agreement.
- 40. <u>Authority to Execute</u>. The individual(s) executing this Agreement on behalf of the Consultant is/are duly and fully authorized to execute this Agreement on behalf of Consultant and to bind the Consultant to each and every term, condition, and covenant of this Agreement.
- 41. <u>Approval by District's Board of Trustees</u>. 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

SOCCCD # 401

Page 11 of 12

Board of Trustees.

IN WITNESS WHEREOF , this Agreement has been exesting signed below.	ecuted by and on behalf of the Parties, the day and year
CONSULTANT	DISTRICT
GLACIER COMMUNICATIONS, INC.	South Orange County Community College District
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

SOCCCD # 401 Page **12** of **12**



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CONSULTANT PROTOCOLS WHILE ON DISTRICT PROPERTY

DURING COVID-19 PANDEMIC

The Consultant along with their subconsultants, hereafter referred to as "Consultant" shall follow these Protocols as a condition of being permitted on District property. The dually executed Agreement for the Consultant's Services shall be the governing document and this Protocol document is intended to be supplementary. The Consultant acknowledges that when it relates to COVID-19, the Consultant shall adjust business operations to comply with COVID-19 specific safety guidelines prescribed by federal, state, and local governmental agencies, including the Orange County Health Care Agency (OCHCA), Centers for Disease Control and Prevention (CDC), and Cal/OSHA. The Consultant further acknowledges that all safety guidelines prescribed and updated by federal, state, and local governmental agencies, including the OCHCA, CDC, and Cal/OSHA shall be followed at all times and that this Protocols document should be treated as additional, providing the District with the greatest levels of protection. Failure to comply with any of the Protocols identified herein, may subject the Consultant's employee(s) to immediate removal from the District's premises.

As a requirement to perform Services on campus, the Consultant agrees that its employees shall adhere to the following.

- 1. Consultant shall train employees on how to limit the spread of COVID-19 pursuant to the symptoms as identified by the CDC and Cal/OSHA, including but not limited to the following:
 - Fever or chills
 - Cough
 - Shortness of breath or difficulty breathing
 - Fatigue
 - Muscle or body aches
 - Headache
 - New loss of taste or smell
 - Sore throat
 - Congestion or runny nose
 - Nausea or vomiting
 - Diarrhea

2. Implement control measures

- Consultant shall provide an adequate supply of personal protective equipment (PPE) such as face masks/coverings to all of its employees to wear at all times while on District property
- Direct all employees to:
 - Wash hands often with soap and water for at least 20 seconds
 - Use hand sanitizer/wipes when soap and water are not available (Consultant shall supply and make available hand sanitizer/wipes)
 - o Cover cough or sneeze

3. Implement cleaning and disinfecting protocols

- Consultant shall ensure that adequate cleaning and disinfecting supplies are available at every job site on District premises
- Consultant shall ensure that any and all equipment, objects, and surfaces are cleaned and disinfected after each use

4. Implement physical distancing guidelines

A minimum of 6 feet of physical distance between all individuals shall be maintained while on District property.

Created: 10/20/20 Page 1 of 1

ITEM: 5.10 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Authorization to Utilize Foundation for California Community

Colleges (FCCC) Contract

ACTION: Approval

BACKGROUND

California Public Contract Code section 20652 allows a community college district to acquire equipment, materials, and/or supplies, by utilizing an existing contract from another public entity without further competitive bidding. The Foundation for California Community Colleges (FCCC) of Sacramento is a public agency as defined in Government Code section 20057 (b). California Public Contract Code section 20661 allows California community colleges to purchase materials, equipment, supplies, and services from contracts lawfully entered into by the FCCC on behalf of the Chancellor of the California community colleges.

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

STATUS

District staff finds that purchases made from utilizing the following FCCC Cooperative Purchasing agreement will save administrative time and expense, deliver significant cost savings and will be in the best interest of the District. The FCCC contract will cover the purchase of video captioning services as follows:

<u>FCCC Administrative Services Agreement CB-219-17</u> – With TechSmith, for the purchase of video captioning services effective May 1, 2017 through April 30, 2022.

The approval to utilize the above contract applies to purchases made within the term of the agreement and is contingent upon the availability of funds for each purchase. Funding will be available in the individual departments' accounts. All purchases will be procured with District issued purchase orders and will be brought forward for Board ratification.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the use of the above identified FCCC contract to purchase video captioning services.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.11 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 20-31 to

Amend 2020-21 Adopted Budget

ACTION: Approval

BACKGROUND

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

STATUS

In order to properly account for the revenues and expenditures of these funds, it is necessary to amend the FY 2020-21 Adopted Budget.

General Fund	
District Surplus Sale	10,000
SC-Workforce Innovation and Opportunity Act-Adult Education	45,310
SC-ED Developing Hispanic-Serving Institutions	600,000
SC-Non-Resident Capital Outlay	(109,852)
IVC-Non-Resident Capital Outlay	(500,000)
SC-Adult Education Block Grant-Fiscal Agent	(239)
SC-Strong Workforce Local Direct-Medical Assisting Workplace Skills	(37,458)
SC-Strong Workforce Local Direct-Paramedic	37,458
IVC-Strong Workforce Regional	246
SC-PATH Scholarships	20,000
IVC-Puente Project	5,000
SC-Strong Workforce Regional	<u>35,566</u>
Total Increase to the General Fund	106,031
Capital Outlay Fund	
SC-Non-Resident Capital Outlay	1,029,511
IVC-Non-Resident Capital Outlay	<u>2,847,886</u>
Total Increase to the Capital Outlay Fund	3,847,396
Student Financial Aid Fund	
SC-Extended Opportunity Programs and Services (EOPS)	117,651
SC- California Promise Program Student Grants	(189,880)
SC-PATH Scholarships	20,000
Total Decrease to the Student Financial Aid Fund	(52,229)
	(=-,==0)
Total Budget Amendments	3,901,198

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

RECOMMENDATION



3,901,198

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

RESOLUTION NO. 20-31

2020-21

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$3,901,198 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2020-21 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 such funds are to be appropriated according to the following schedule:

Gei	neral Fund		
	Account	Income Source	<u>Amount</u>
	8100	Federal Revenue	645,310
	8600	State Revenue	40,573
	8800	Local Revenue	(589,852)
	8900	Other Financing Sources	<u>10,000</u>
			106,031
	<u>Account</u>	Expenditure Description	<u>Amount</u>
	1000	Academic Salaries	41,000
	2000	Classified Salaries	13,996
	3000	Employee Benefits	36,473
	4000	Books and Supplies	25,380
	5000	Other Operating Expenses & Services	145,948
	6000	Capital Outlay	(3,314,310)
	7300	Interfund Transfers Out	<u>3,157,544</u>
			106,031
<u>Ca</u>	<u>oital Outlay Fur</u>		
	<u>Account</u>	Income Source	<u>Amount</u>
	8800	Local Revenue	709,852
	8900	Other Financing Sources	<u>3,137,544</u>
	_		3,847,396
	Account	Expenditure Description	<u>Amount</u>
	2000	Classified Salaries	286,442
	3000	Employee Benefits	137,885
	6000	Capital Outlay	3,423,069
01	alaut Einanaial	Atd Food	3,847,396
<u>Stu</u>	dent Financial		A ma a um t
	Account	Income Source Other Financing Sources	Amount (52,220)
	8900	Other Financing Sources	(52,229)
	Account	Expenditure Description	<u>Amount</u>
	7500	Student Financial Aid	(52,229)

Total Budget Amendments

BUDGET AMENDMENT FY 2020-21

RESOLUTION NO. 20-31

COUNTY OF ORANGE))
Community College District Amendment and foregoing I adopted by the said Board	, Secretary to the Board of Trustees of South Orange County of Orange County, California, hereby certify that the Budget Resolution in the amount of \$3,901,198 was duly and regularly at a regular meeting thereof held on December 14, 2020.
	Kathleen F. Burke Secretary to the Board of Trustees

STATE OF CALIFORNIA)

ITEM: 5.12 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Transfer of Budget Appropriations: Adopt Resolution No.

20-32 to Approve 2020-21 Budget Transfers

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 20-32 to approve the transfer of budget appropriations as listed.

RESOLUTION NO. 20-32

2020-21

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

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

General Fund			
<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries	\$102,908	
2000	Classified Salaries	\$64,983	
3000	Employee Benefits	\$30,057	
4000	Books and Supplies	\$261,309	
5000	Other Operating Expenses & Services	\$779,323	
6000	Capital Outlay		\$1,019,020
7390	Interfund Transfers Out	\$72,229	
7600	Other Payment to Students		\$291,789
Total Transfers -	General Fund	\$1,310,809	\$1,310,809
Capital Outlay Fo	und		
Account	 Description	From	То
4000	Books and Supplies		<u>\$</u> 200
5000	Other Operating Expenses & Services		\$57,632
6000	Capital Outlay	\$57,832	
Total Transfers -	Capital Outlay Fund	\$57,832	\$57,832
Associated Stud	ent Government - Saddleback College		
Account	Description	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$16,530
5000	Other Operating Expenses & Services	\$16,530	
Total Transfers -	Associated Student Government-SC	\$16,530	\$16,530
Associated Stud	ent Government - Irvine Valley College		
Account	Description	<u>From</u>	<u>To</u>
5000	Other Operating Expenses & Services		\$3 ,180
6000	Capital Outlay	\$180	
7900	Contingency	\$3,000	
Total Transfers -	Associated Student Government-IVC	\$3,180	\$3,180
Total Transfers		\$1,388,351	\$1,388,351

BUDGET TRANSFERS FY 2020-21

RESOLUTION NO. 20-32

STATE OF CALIFORNIA) COUNTY OF ORANGE)
I, Kathleen F. Burke, Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Transfers and foregoing Resolution in the amount of \$1,388,351 was duly and regularly adopted by the said Board at a regular meeting thereof held on December 14, 2020. IN WITNESS WHEREOF, I have hereunto set my hand and seal this 15th of December, 2020.
Kathleen F. Burke Secretary to the Board of Trustees

ITEM: 5.13 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: October – November 2020 Change Orders/Amendments

ACTION: Ratification

BACKGROUND / STATUS

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

Exhibit A includes change orders and amendments to contracts that had an original contract value in excess of \$200,000. The actual contract language for these change orders and amendments are included as backup to Exhibit A since their contract values originally exceeded \$200,000.

Exhibit B includes a listing of change orders and amendments to contracts that had an original contract value less than \$200,000. The listing of these changes orders and amendments includes the contractor name, a description of the change, the dollar value of the change, and the revised total contract amount.

Change orders and amendments summaries are as follows:

TOTAL	22		\$191,795.66	\$12,347,676.12
N/A	2	<\$5,000	\$880.00	\$4,115.00
В	12	≥\$5,000 to <\$200,000	\$105,387.01	\$518,516.36
Α	8	>\$200,000	\$85,528.65	\$11,825,044.76
EXHIBIT	# OF CHANGE ORDERS/ AMENDMENTS	ORIGINAL CONTRACT AMOUNT	CHANGE ORDERS/ AMENDMENTS AMOUNT	REVISED TOTAL CONTRACT AMOUNT

RECOMMENDATION

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

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



Change Orders and Amendments Board Approved Contracts Over \$200,000 Board Date: December 14, 2020

Exhibit	Contractor Name/Description	Change Order/ Amendment Amount	Revised Total Contract Amount
A1.	Experis US, Inc. IT Consultant Services Agreement Amendment No. 2 – To include the COVID- 19 Contractor Protocols Addendum. SOCCCD	\$0	Master Agreement
A2.	Golden Star Technology (GST), Inc. Audio/Visual Integration/Installation Services Agreement Amendment No. 2 – To include the COVID-19 Contractor Protocols Addendum. SOCCCD	\$0	Master Agreement
A3.	Management Applications, Inc. (MAI) IT Consultant Services Agreement Amendment No. 2 – To include the COVID- 19 Contractor Protocols Addendum. SOCCCD	\$0	Master Agreement
A4.	Southland Technology, Inc. Audio/Visual Design and Integration/ Implementation Services Agreement Amendment No. 2 – To include the COVID- 19 Contractor Protocols Addendum. SOCCCD	\$0	Master Agreement
A5.	Bernards Bros. Construction Construction Management Services Agreement Amendment No. 1 – To include the COVID-19 Responsibilities Article and Protocols Addendum. SOCCCD	\$0	\$8,861,186.00
A6.	New Dynasty Construction Co. Construction Services Agreement Change Order No. 2 – For the unused contract allowance and to extend the contract term by 35 days through 9/3/2020 for the ATEP Phase 1 Campus Site Signage Project. SOCCCD	\$(107,772.00)	\$1,762,349.00

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

A7.	JB Technology Consulting, LLC Software Engineering Services Agreement Amendment No. 2 – To exercise option to extend the contract term by 12 months through 10/31/2021.	\$185,472.00	\$556,416.00
	SOCCCD		
A8.	NCWPCS MPL 21 – Year Sites Tower Holdings, LLC	\$7,828.65	\$645,093.76
	LA Cellular Ground Lease Agreement Addendum No. 4 – To extend the contract term by 3 months through 1/16/2021. Saddleback College	Revenue	Revenue



Amendment No: 2

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

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

 Consultant and its subconsultant shall ensure that its employees will at all times comply with COVID-19 Addendum - Contractor Protocols While on District Property During COVID-19 Pandemic.

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

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

EXPERIS US, INC. SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DocuSigned by:

Signature: Cusial cussur Signature: Signature:

Print Name: Cesiah Kessler Print Name: Priya Jerome

Title: Sr Regional Vice President Title: Exec. Director, Procurement, Central Srvs

Date: 10/28/2020 Date: 10/28/2020

SOCCCD #927

Contract Number: DSCBRFP-ITPSA-791-2019



Amendment No: 2

THIS AMENDMENT to AGREEMENT No. DSCBRFP-ITSFA-108-2019 between GST and South Orange County Community College District for the Master Agreement for the professional audio/visual integration/installation services District-wide.

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

 Consultant and its subconsultants shall ensure that its employees will at all times comply with COVID-19 Addendum - Contractor Protocols While on District Property During COVID-19 Pandemic.

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

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

GST SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DocuSigned by:

Signature: Signature: Signature:

Print Name: Dennis Wang Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Srvs

Date: 10/23/2020 Date: 10/24/2020



Amendment No: 2

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

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

 Consultant and its subconsultants shall ensure that its employees will at all times comply with COVID-19 Addendum - Contractor Protocols While on District Property During COVID-19 Pandemic.

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

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

MANAGEMENT APPLICATIONS, INC.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Title:

Date:

DocuSigned by:

Signature: July Dusumuvc

Print Name: Jay Bushman

Title: President & CEO

Date: 10/27/2020

Signature: 0C36FC66437C4FF

DocuSigned by:

Print Name: Priya Jerome

Exec. Director, Procurement, Central Srvs

10/27/2020

Contract Number: DSIT-CUSTOM-1705-2020



Amendment No: 2

THIS AMENDMENT to AGREEMENT No. DSCBRFP-ITSFA-112-2019 between Southland Technology, Inc. and South Orange County Community College District for the Master Agreement for Audio-Visual Design and Integration/Implementation Services.

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

> 1. Consultant and its subconsultant shall ensure that its employees will at all times comply with COVID-19 Addendum - Contractor Protocols While on District Property During COVID-19 Pandemic.

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

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

SOUTHLAND TECHNOLOGY, INC.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DocuSigned by:

Signature:

Signature:

Print Name: Robert Pedigo

Title: President

Date: 10/24/2020 Print Name: Priya Jerome

Title: Exec. Director, Procurement, Central Srvs

Date: 10/24/2020

Contract Number: DSCBRFP-ITSFA-112-2019



Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSCBRFP-PSA-811-2019 between Bernards Bros. Construction and South Orange County Community College District for the Comprehensive Construction Management Services for District-wide Capital Construction Project per RFP for CM Services Pool..

Bernards Bros. Construction and South Orange County Community College District do mutually agree as follows:

1. COVID-19 Responsibilities. Prior to commencing any work under this Agreement, CM shall be required to develop and submit to the District its COVID-19 Exposure Response and Prevention Plan (the "Plan") that is consistent with Cal/OSHA and CDC guidance. The Plan at a minimum shall require CM to immediately notify the District (Construction Manager) of any possible COVID-19 infections or potential COVID-19 exposure events involving CM and any of its employees, subcontractors and/or suppliers performing work on District property pursuant to the terms of this Contract. The Plan shall be developed and based on the current information available from Cal/OSHA and CDC, and shall be amended by CM as may be appropriate based on further information provided by Cal/OSHA and CDC and other public officials. CM shall promptly provide to the District any amendments or revisions to its adopted Plan. While the confidentiality of all medical conditions must be maintained in accordance with applicable law, the District reserves the right to inform any District staff, employees, students, and/or visitors that an unnamed worker has been diagnosed with COVID-19 if any of the District's staff, employees, students, or visitors might have been exposed to the disease so such individual(s) may take measures to protect their own health.CM and its subcontractors shall ensure that its employees will at all times comply with COVID-19 Addendum - Contractor Protocols While on District Property During COVID-19 Pandemic attached here to and made part hereof.

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

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

BERNARDS BROS. CONSTRUCTION

SOUTH ORANGE COUNTY COMMUNITY COLLEGE

DocuSigned by:

0C36FC66437C4FF

DISTRICT

Signature: Ku

Rick Focutman —F1517CE7732948D...

Rick Fochtman

DocuSigned by:

Signature:

Title:

Print Name: Priya Jerome

Title:

Executive Vice President

Exec. Director, Procurement, Central Srvs

Print Name:

Date: 10/28/2020 Date: 10/28/2020

SOCCCD #927 Contract Number: DSCBRFP-PSA-811-2019



CUPCCAA CHANGE ORDER NUMBER 2

PROJECT: ATEP - Signage Project **DATED:** May 15, 2020

CONTRACTOR: New Dynasty Construction Co.

SOCCCD PROJECT MANAGER NAME: Medhanie Ephrem

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

DESCRIPTION OF CHANGE: Deductive Change to reduce \$107,772 from \$1,870,121 for a final contract value of \$1,762,349 and extend the duration 35 calendar days through 9/3/2020.

COST (This cost shall not be exceeded):

New Completion Date:

Original Contract Price:	\$ 1,870,121	
Previous Contract Price:	\$ 1,870,121	
Change Order Amount:	\$ (107,772)	
New Contract Amount:	\$ 1,762,349.00	
TIME FOR COMPLETION		
Original Completion Date:	7/31/2020	
Time for Completion of Change Order:	35 Days	

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

9/03/2020

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

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

NEW DYNASTY CONSTRUCTION CO.

South Orange County Community College District

sherwin (lugin Signature: 7C8AA89E8EBA4CB

n-Marie Gabal Signature:

BD544D412A99439.

Print Name: Sherwin Chegini Print Name: Ann-Marie Gabel

SOCCCD - CUPCCAA - Change Order

Agreement Number: LFWD-FACCUST-2512-2020

Title: Vice Chancellor, Business Services

Date: 11/16/2020 Date: 11/16/2020



Amendment No: 2

THIS AMENDMENT to AGREEMENT No. LFWD-ITPSA-2044-2020 between JB Technology Consulting, LLC and South Orange County Community College District for the software engineering services in support of various SOCCCD systems such as SIS, MySite and My Academic Plan, pursuant to Board Resolution 18-20.

JB Technology Consulting, LLC and South Orange County Community College District do mutually agree as follows:

> 1. Exercise option to extend Term by an additional twelve (12) months through October 31, 2021 (Year 3) and increase contract amount by not to exceed \$185,472 for a new Total Contract Value of \$556,416.

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

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

JB TECHNOLOGY CONSULTING, LLC

DocuSigned by:

Signature:

Print Name: Jonathan Bvers

Title: Owner

Date: 10/8/2020 **SOUTH ORANGE COUNTY COMMUNITY COLLEGE**

DISTRICT

Signature:

Print Name: Ann-Marie Gabel

BD544D412A99439..

Title: Vice Chancellor, Business Services

10/16/2020 Date:

Contract Number: LFWD-ITPSA-2044-2020

ADDENDUM NO. 4 TO LA CELLULAR GROUND LEASE AGREEMENT AT SADDLEBACK COLLEGE October 17, 2020

This Addendum No. 4 (Addendum 4) to LA Cellular Ground Lease Agreement at Saddleback College is entered in this 17th day of October, 2020 by and between South Orange County Community College District ("Lessor") and NCWPCS MPL 21 - Year Sites Tower Holdings LLC, a Delaware limited liability company, by and through CCATT LLC, a Delaware limited liability company, its attorney in fact, successor in interest to Los Angeles Cellular Telephone Company ("Lessee"); Lessor and Lessee are collectively referred to herein as the "Parties".

WHEREAS, the Parties entered into a written Ground Lease ("Lease") dated April 17, 1990 pursuant to which Lessor leased an area on the District's Saddleback College adjacent to the Saddleback College Stadium, as more particularly described and identified in the Lease ("Premises") to Lessee for the purpose of Lessee's installation and operation of a communications facility and related equipment thereon.

WHEREAS, subsequent to entering into the Lease, the Parties amended terms of the Lease by Addendum No. 1 dated April 17, 1990, Addendum No. 2 dated April 27, 2010, and Addendum No. 3 dated April 17, 2020.

WHEREAS, the Lease provides an original Term of twenty (20) years and for Lessee's option to extend the Lease Term for two (2) Renewal Terms, each for a Renewal Term of five (5) years.

WHEREAS, Lessee has exercised the options for the Renewal Terms; the second and final Renewal Term expired on April 16, 2020.

WHEREAS, by Addendum No. 3, the Parties extended the Term of the Lease to October 16, 2020.

WHEREAS, the Parties desire to extend the Term ("Extended Term") of the Lease upon the terms and conditions set forth in this Addendum 4.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by Lessor and Lessee, Lessor and Lessee agree as follows:

- 1. Extended Term. The Term of the Lease is extended to January 16, 2021. All terms and conditions of the Lease, Addendum No. 1, Addendum No. 2, and Addendum No. 3 shall apply during the Extended Term.
- 2. <u>No Other Amendments</u>. Except as expressly set forth in this Addendum 4, no other term, condition or covenant of the Lease, Addendum No. 1, Addendum No. 2, and Addendum No. 3 are modified.
- 3. <u>Authority to Execute and Bind</u>. Each individual executing this Addendum 4 on behalf of a Party hereto warrants and represents to the other Party that she/he is authorized to execute this Addendum 4 on behalf of such Party and to bind and commit such Party to the terms hereof.

The Parties have executed this Addendum 4 as of the date set forth above.

LESSOR SOUTH ORANGE COUNTY COMMUNITY COLLEGE Dacusigned by: DISTRICT	LESSEE NCWPCS MPL 21 - YEAR SITES TOWER HOLDINGS LLG a Delaware limited liability company, by CCATT	
BY: DOSSFOSGUAZOUEE Priya Jerome, Executive Director of Procurement, Central Services and Risk Management 10/16/2020	BY: Title LLC, a Delaware limited liability company, its Docusioned by: Attorney In Fact Matthew Norwood C405A6BC4B274B7 Sr. Transaction Manager	

10/16/2020



Change Orders and Amendments Board Approved Contracts Under \$200,000 Board Date: December 14, 2020

1.	Contractor Name/Description LEBA Architects (#2307) Architectural Services Agreement (Amend No. 6)	Change Order/ Amendment Amount \$2,280.00	Revised Total Contract Amount \$104,800.00
	 For data and electrical design coordination related to AV integration for the Veterans Center Tenant Improvement Project. Saddleback College 		
2.	Paul Coleman Consulting (#228) Independent Contractor Agreement (Amend No. 1) – For additional COVID-19 related emergency preparedness consulting services for the college's Emergency Operations Plan and to extend the contract term by six months through 6/30/2021. Irvine Valley College	\$15,000.00	\$75,000.00
3.	Essence Entertainment (#1934) Independent Contractor Agreement (Amend No. 2) – To provide additional musicians for Music Department virtual events. Irvine Valley College	\$37,300.00	\$55,000.00
4.	Little Diversified Architectural Consulting, Inc. (#831) Architectural Services Agreement (Amend No. 1) — For additional design scope for the District Warehouse Canopy Project and to extend the contract term by 12 months through 12/16/2022. SOCCCD	\$5,000.00	\$55,000.00

5.	The Solis Group (#2330) Task Order (Amend No. 1) – For additional labor compliance services for the Access Control and Security Systems & Hardware, Phase 2 – Access Control Project and to extend the contract term by 11 months through 11/2/2021. Irvine Valley College	\$20,862.00	\$44,892.00
6.	Goodwill Industries of Orange County (#2239) Professional Services Agreement (Amend No. 1) - For additional interpreting and captioning services for DSPS. Saddleback College	\$4,090.00	\$44,090.00
7.	Vital Link (#1956) Independent Contractor Agreement (Amend No. 1) – For additional virtual activities for Manufacturing Month event between colleges and regional K-12 districts. Saddleback College	\$2,000.00	\$40,000.00
8.	Graduate Communications (#2035) Professional Services Agreement (Amend No. 1) – For additional advertising services for the fall 2020 marketing campaign and to extend the contract term by two months through 1/19/2021. Saddleback College	\$10,000.00	\$33,000.00
9.	Arc Document Solutions LLC (#1966) Independent Contractor Agreement (Amend No. 1) - For taxes not included in the original proposal for social distancing graphics and signage. Saddleback College	\$1,235.01	\$21,059.36
10.	Collaborative Solutions LLC (#821) Professional Services Agreement (Amendment Nos. 1 & 2) – For additional consulting services to implement the Workday bank reconciliation process. SOCCCD	\$6,650.00	\$16,140.00

11.	Industrial Technical Services (#2431) Field Services Agreement (Change Order No. 1) — To provide additional labor required to troubleshoot power supply issues related to VFD Testing and Preventative Maintenance Project. Saddleback College	\$425.00	\$15,335.00
12.	J. Harmon Construction, Inc. (#1954) Field Services Agreement (Change Order No. 1) – For additional labor, equipment and material to replace roller guides for Horticulture Gate Replacement Project and to extend the contract term by 45 days through 11/1/2020. Saddleback College	\$545.00	\$14,200.00

ITEM: 5.14 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Purchase Orders and Checks

ACTION: Ratification

BACKGROUND

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

STATUS

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

- 25 purchase orders \$5,000 and above amounting to \$1,510,045.26
- 150 purchase orders below \$5,000 amounting to \$138,163.35
- Combined total for all purchase orders is \$1,648,208.61

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

The District processed 559 checks in the amount of \$9,231,526.22 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 21, 2020 through November 16, 2020

<u>PO #</u>	<u>Supplier</u>	Location	<u>Description</u>	<u>Amount</u>
P198892	B & H Photo	SOCCCD	Audio-Visual Equipment for Saddleback College Stadium Scoreboard	7,735.44
P198821	Blue Violet Networks, LLC	IVC	Equipment and Materials for Access Control Project - A100 - CMAS Board Approved 02/24/18	180,109.31
P198823	Carolina Biological Supply	IVC	Biology Lab Kits	6,324.93
P198773	Division of the State Architect	SOCCCD	Plan Review Fees - Irvine Valley College Solar Project	33,508.55
P198781	Division of the State Architect	SOCCCD	Plan Review Fees - Saddleback College District-wide ADA Project	30,250.00
P198871	Division of the State Architect	SOCCCD	Plan Review Fees - Irvine Valley College District-wide ADA Project	26,614.25
P198760	Downtown Ford Sales	IVC	2021 Ford F150, 2021 Ford Ranger, and 2020 Ford Escape for FMO	85,831.88
P198768	FHEG Saddleback College	SC	Fall 2020 Bookstore Rental Fees for SC Promise students (Cohort 3)	251,269.21
P198769	FHEG Saddleback College	SC	Fall 2020 Bookstore Rental Fees for SC Promise students (Cohort 2)	65,895.00
P198815	Gilman Gear	SOCCCD	Saddleback College Stadium Goal Post and Pads	5,271.20
P198831	Henry Schein, Inc.	SC	Athletic Training Supplies	14,974.84
P198868	Home Depot Pro	SOCCCD	Trash Containers for Saddleback College Stadium - FCCC Board Approved 10/19/2020	35,391.80
P198906	Keenan & Associates	SOCCCD	Annual Claims Administration Fee FY 20/21	25,000.00
P198870	KYA Services, LLC	SOCCCD	Carpeting and Painting for Saddleback College HS Building - FCCC Board Approved 08/31/20	409,449.09
P198854	Matco Tools Corporation	SC	Tool Boxes and Tools for Automotive Technology	30,720.71
P198927	Matrix Fitness	IVC	Instructional Equipment for Life Fitness Center	11,592.34
P198893	Mity-Lite, Inc.	SOCCCD	Folding Tables and Chairs for Saddleback College Stadium	17,063.40
P198886	MPS	IVC	iOLab Units for Physics	14,619.96
P198902	Pocket Nurse Enterprises, Inc.	SC	Nursing Skills Lab Kits	10,726.38
P198899	Rogers Athletic Company	SOCCCD	Football Training Equipment for Saddleback College Stadium Artificial Turf	33,626.32
P198817	SOS Survival Products, Inc.	SOCCCD	Emergency Lockdown Kits for Saddleback College and District Services	9,901.00
P198858	Southland Technology, Inc.	SC	Cameras and Ceiling Mics for Classroom Technology Refresh Project - CMAS Board Approved 06/24/19	173,544.31
SN008857/ JAG2374	Southland Technology, Inc.	SOCCCD	Task Order for AV Integration/Implementation Services - AV Upgrade Phase 4A - Board Approved 06/24/19	8,578.31
P198757	Spectrum Aquatics	SC	Lifeguard Chairs for Swimming Pool	12,047.03
P198855	YBP Library Services	SC	Annual Book/eBook Order for Library Services	10,000.00

25 Purchase Orders \$5,000 and Above	1,510,045.26
150 Purchase Orders Under \$5,000	138,163.35
Total Purchase Orders	1,648,208.61



South Orange County Community College District

Purchase Order Ratification (Amount)

October 21, 2020 through November 16, 2020

<u>PO #</u>	<u>Supplier</u>	Location	<u>Description</u>	<u>Amount</u>
P198870	KYA Services, LLC	SOCCCD	Carpeting and Painting for Saddleback College HS Building - FCCC Board Approved 08/31/20	409,449.09
P198768	FHEG Saddleback College	SC	Fall 2020 Bookstore Rental Fees for SC Promise students (Cohort 3)	251,269.21
P198821	Blue Violet Networks, LLC	IVC	Equipment and Materials for Access Control Project - A100 - CMAS Board Approved 02/24/18	180,109.31
P198858	Southland Technology, Inc.	SC	Cameras and Ceiling Mics for Classroom Technology Refresh Project - CMAS Board Approved 06/24/19	173,544.31
P198760	Downtown Ford Sales	IVC	2021 Ford F150, 2021 Ford Ranger, and 2020 Ford Escape for FMO	85,831.88
P198769	FHEG Saddleback College	SC	Fall 2020 Bookstore Rental Fees for SC Promise students (Cohort 2)	65,895.00
P198868	Home Depot Pro	SOCCCD	Trash Containers for Saddleback College Stadium - FCCC Board Approved 10/19/2020	35,391.80
P198899	Rogers Athletic Company	SOCCCD	Football Training Equipment for Saddleback College Stadium Artificial Turf	33,626.32
P198773	Division of the State Architect	SOCCCD	Plan Review Fees - Irvine Valley College Solar Project	33,508.55
P198854	Matco Tools Corporation	SC	Tool Boxes and Tools for Automotive Technology	30,720.71
P198781	Division of the State Architect	SOCCCD	Plan Review Fees - Saddleback College District-wide ADA Project	30,250.00
P198871	Division of the State Architect	SOCCCD	Plan Review Fees - Irvine Valley College District-wide ADA Project	26,614.25
P198906	Keenan & Associates	SOCCCD	Annual Claims Administration Fee FY 20/21	25,000.00
P198893	Mity-Lite, Inc.	SOCCCD	Folding Tables and Chairs for Saddleback College Stadium	17,063.40
P198831	Henry Schein, Inc.	SC	Athletic Training Supplies	14,974.84
P198886	MPS	IVC	iOLab Units for Physics	14,619.96
P198757	Spectrum Aquatics	SC	Lifeguard Chairs for Swimming Pool	12,047.03
P198927	Matrix Fitness	IVC	Instructional Equipment for Life Fitness Center	11,592.34
P198902	Pocket Nurse Enterprises, Inc.	SC	Nursing Skills Lab Kits	10,726.38
P198855	YBP Library Services	SC	Annual Book/eBook Order for Library Services	10,000.00
P198817	SOS Survival Products, Inc.	SOCCCD	Emergency Lockdown Kits for Saddleback College and District Services	9,901.00
SN008857/ JAG2374	Southland Technology, Inc.	SOCCCD	Task Order for AV Integration/Implementation Services - AV Upgrade Phase 4A - Board Approved 06/24/19	8,578.31
P198892	B & H Photo	SOCCCD	Audio-Visual Equipment for Saddleback College Stadium Scoreboard	7,735.44
P198823	Carolina Biological Supply	IVC	Biology Lab Kits	6,324.93
P198815	Gilman Gear	SOCCCD	Saddleback College Stadium Goal Post and Pads	5,271.20

25 Purchase Orders \$5,000 and Above	1,510,045.26
150 Purchase Orders Under \$5,000	138,163.35
Total Purchase Orders	1,648,208.61



South Orange County Community College District

EXHIBIT C Page 1 of 1

Check Ratification

October 21, 2020 through November 16, 2020

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	463	4,467,532.03
09 SC Community Education	10	5,069.57
12 Child Development	2	339.11
40 Capital Outlay	68	4,195,608.36
68 Self Insurance	5	18,722.52
71 Retiree Benefit	2	522,055.10
95 SC Associated Student Government	5	7,331.97
96 IVC Associated Student Government	3	8,025.56
97 Student Representation Fee	1	6,842.00
Total	559	9,231,526.22

ITEM: 5.15 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Contracts

ACTION: Ratification

BACKGROUND

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

STATUS

From October 15, 2020 through November 10, 2020, the Vice Chancellor of Business Services, or appropriate designee, reviewed and approved 74 total contracts following review by legal counsel, when appropriate.

Contract summaries are as follows:

EXHIBIT	# OF CONTRACTS	CONTRACT AMOUNT	TOTAL
А	31	≥\$5,000 to <\$200,000	\$837,423.73
В	4	\$ Zero Value	\$0.00
С	3	≥\$15,000 to <\$200,000	\$118,898.00
N/A	36	Under \$5,000	\$42,004.29
TOTAL	74		\$998,326.02

RECOMMENDATION

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

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



October 15, 2020 through November 10, 2020 Contracts with Values between \$5,000 and \$200,000 Board Date: December 14, 2020

CONTRACTOR NAME

CONTRACT AMOUNT

1.	Lake Washington Institute of Technology Subaward Agreement – To provide activities in support of the National Science Foundation (NSF) Optics, Photonics, and Lasers Technical Education Curriculum Development Project (OPAL TEC) from 9/1/2018 to 8/31/2021. Irvine Valley College	\$93,359.00
2.	Ruhnau Clarke Architects Architectural Services Agreement – To provide design services for the Renovation of PAC Storage and Library Improvements Project from 10/5/2020 to 7/6/2022. Irvine Valley College	\$67,000.00
3.	Graduate Communications Professional Services Agreement – To provide digital advertising services for Career Education Marketing Campaign from 11/1/2020 to 1/19/2021. Saddleback College	\$60,000.00
4.	Maximus Federal Services, Inc. Professional Services Agreement – To provide student tax form mailing and IRS filing services from 10/1/2020 to 9/30/2021. District Services	\$58,000.00
5.	PyraMED Health Systems Software License Agreement – For online patient web portal subscription for Health, Wellness, and Veterans Services from 10/20/2020 to 10/19/2025. Irvine Valley College	\$53,600.25
6.	C.E.M. LAB Corp. Geotechnical Testing & Inspection Services Agreement – To provide material testing and inspection services for the Saddleback College Science Math Building Reconstruction Project from 11/9/2020 to 9/2/2022. District Services	\$51,500.00

		J
7.	OH! Study Education Consulting Center, LTD International Student Recruiting Consultant Services Agreement – To provide international student recruitment services from 10/21/2020 to 10/20/2025.	\$50,000.00
	Saddleback College	
8.	Full Capacity Marketing, Inc. Professional Services Agreement – To provide marketing and publicity services for the Career Education Marketing and Publicity Campaign from 11/1/2020 to 6/30/2021. Irvine Valley College	\$49,525.00
9.	Glacier Communications, Inc. Professional Services Agreement – To provide digital advertising and social media campaigns to promote student recruitment at local area high schools from 11/1/2020 to 6/30/2021. Irvine Valley College	\$40,000.00
10.	College of the Desert Software License Agreement – To have discounted access to Interplay SkillMill catalog in support of the Regional Director, Employer Engagement, Energy, Construction & Utilities Grant from 8/15/2020 to 6/30/2021. Saddleback College	\$33,333.33
11.	iStudy International Education Services, Inc. International Student Recruiting Consultant Services Agreement – To provide international student recruitment services from 10/20/2020 to 10/19/2025. Saddleback College	\$30,000.00
12.	KROSS Corp. International Student Recruiting Consultant Services Agreement – To provide international student recruitment services from 10/20/2020 to 10/19/2025. Saddleback College	\$30,000.00
13.	SKYUS Co., LTD International Student Recruiting Consultant Services Agreement – To provide international student recruitment services from 10/22/2020 to 10/21/2025. Saddleback College	\$30,000.00
14.	Moore Iacofano Goltsman, Inc. Professional Services Agreement – To provide support, document accessibility and hosting services for the District-wide Planning (EMSP) website from 10/1/2020 to 6/30/2021. District Services	\$24,973.00

15.	<u>University of California Berkeley</u> Cooperative Agreement – To provide mentor activities and courses for disadvantaged students in the Puente program from 7/1/2020 to 6/30/2023.	\$21,500.00 Revenue
	Irvine Valley College	
16.	Zoom Video Communications, Inc. Software License Agreement – Renewal of hosted Zoom video services from 6/30/2020 to 6/29/2021. District Services	\$20,100.00
17.	Dorgan Legal Services LLC	\$15,000.00
17.	Professional Services Agreement – To provide evidentiary hearing officer services for Human Resources from 11/1/2020 to 12/31/2020. District Services	\$10,000.00
18.	tk1sc Engineering Services Agreement – To provide electrical engineering services for the Studio Theater AV and Control Refresh Project from 10/19/2020 to 10/18/2021.	\$14,820.00
	Irvine Valley College	
19.	ArborPro, Inc. Independent Contractor Agreement – To provide inventory and assessment services for trees campus-wide from 11/1/2020 to 11/30/2020.	\$13,750.00
	Saddleback College	
20.	ACCO Engineered Systems, Inc. Field Services Agreement – Annual maintenance of ice machines from 10/15/2020 to 12/15/2020. Irvine Valley College	\$8,693.00
21.	Newsela, Inc. Software License Agreement – Renewal of instructional software for ESL department from 1/7/2021 to 1/6/2022. Irvine Valley College	\$8,500.00
22.	Haitbrink Asphalt Paving, Inc. Field Services Agreement – To provide services for the Asphalt Repairs and Trip Hazards Project from 11/1/2020 to 12/1/2020. Saddleback College	\$7,770.00
23.	Matson Backhoe & Construction Services, Inc. Field Services Agreement – To provide services for the Power House 4 Sewer Line Repair Project from 10/15/2020 to 10/23/2020. Irvine Valley College	\$7,500.00

24.	The Masters Institute (aka The Masters Education) International Student Recruiting Consultant Services Agreement – To provide international student recruitment services from 10/19/2020 to 10/18/2025. Irvine Valley College	\$7,000.00
	, ,	
25.	Allegorithmic SAS Software License Agreement – Renewal of Substance Painter texturing software for the School of the Arts from 10/12/2020 to 10/11/2021. Irvine Valley College	\$6,999.30
00	CDW Covers and LLC	ФС C40 F0
26.	CDW Government LLC Software License Agreement – Renewal of Thales security software from 12/19/2020 to 12/18/2021.	\$6,618.50
	District Services	
27.	Emma, Inc. Software License Agreement – Renewal of email marketing subscription from 9/1/2020 to 11/30/2021. Irvine Valley College	\$6,285.72
	nvine valley conege	
28.	<u>Viper Cabling, Inc.</u> Field Services Agreement – To provide services for the LRC KSBR Antenna Cabling Project from 10/26/2020 to 11/25/2020. Saddleback College	\$5,761.63
29.	Roto Rooter Service & Plumbing Field Services Agreement – To provide annual storm drain cleaning services from 11/1/2020 to 12/1/2020. Saddleback College	\$5,525.00
30.	Eplus Technology, Inc. Software License Agreement – Renewal of support services for Artico data storage software from 1/10/2021 to 1/9/2022. Saddleback College	\$5,310.00
31.	Scholar Education Counseling Services, Ltd. International Student Recruiting Consultant Services Agreement – To provide international student recruitment services from 10/16/2020 to 10/15/2025. Irvine Valley College	\$5,000.00



October 15, 2020 through November 10, 2020 Contracts with Value of \$0 Board Date: December 14, 2020

CONTRACTOR NAME

CONTRACT AMOUNT

1.	Instructure, Inc. Institution Participation Agreement – For subscription to Canvas LMS paid for by the CCCCO grant administered by Foothill-De Anza Community College District from 7/1/2020 to 6/30/2023. Irvine Valley College	\$0.00
2.	Leon Baginski, MD Clinical Affiliation Agreement – To provide a clinical site for students enrolled in the Nursing program from 11/2/2020 to 10/31/2021. Saddleback College	\$0.00
3.	National Student Clearinghouse Master Service Agreement – To provide enrollment verification, educational financial industry reporting, course exchange, research, and data exchange from 10/1/2020 to 9/30/2025. District Services	\$0.00
4.	Sutter Bay Hospitals Clinical Affiliation Agreement – To provide a clinical site for students enrolled in the Health Information Technology program from 10/1/2020 to 9/30/2023. Saddleback College	\$0.00



October 15, 2020 through November 10, 2020

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

Board Date: December 14, 2020

Contractor Name / Description of Contract	Change Order # and Amount	Total Contract Amount	# of Contractors Solicited	# of Bids Received	Rationale for Award
A2Z Construct, Inc. Contract for Labor and Materials: To replace wall and soundproof in A200 building. Irvine Valley College	N/A	\$46,000.00	372	7	Contract awarded to lowest responsive, responsible bidder.
Alcorn Fence Company Field Services Agreement: To install a snake fence at the greenhouse building. Saddleback College	N/A	\$44,998.00	49	8	Contract awarded to lowest responsive, responsible bidder.
GMS Elevator Services, Inc. Field Services Agreement: To provide annual elevator maintenance for hydraulic elevator and wheelchair lift. Irvine Valley College	N/A	\$27,900.00	1	1	Contract awarded to ensure continuity of services.

ITEM: 6.1 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Saddleback College Advanced Technology and Applied

Science (ATAS) Building Project, Geotechnical Investigation & Material Testing and Special Inspection Services Amendment No. 1, C.E.M.

Lab Corporation

ACTION: Approval

BACKGROUND

On October 30, 2017, the Board of Trustees approved an agreement with C.E.M. Lab Corporation (CEM) for Geotechnical Investigation & Material Testing and Special Inspection services for the Saddleback College Advanced Technology and Applied Science (ATAS) Building, in the amount of \$400,000.

STATUS

An amendment is required for additional testing and inspection services to complete this project pursuant to the terms and conditions of the original agreement. District staff has evaluated the below conditions and recommends approval of Amendment No. 1 following the no competitive advantage analysis related to the services required:

- The original fees contracted were based on the criteria level design, prior to Division of State Architect (DSA) approval and issuance of the DSA-103 Form (List of Required Structural Tests & Special Inspections - 2016 CBC).
- During the early stages of design, the following changes were made to the project scope:
 - Site accessibility and compliance necessitated the building siting to be raised by approximately 10 feet above the existing grades;
 - Added design and construction of a new connector road;
 - Added design and construction of a new parking lot 5-B; and
 - Addition of a new safety netting system around the existing baseball field.
- The amendment encompasses the following changes:
 - Additional hours for soil and geotechnical inspection;
 - Additional hours for out of state inspection related to steel fabrication; and
 - Increases to the prevailing wage rate for testing and inspection services since the execution of the original agreement.

- No Competitive Advantage Finding:
 - CEM is the approved Lab of Authority with the DSA on this project;
 - Due to the above identified scope changes, the Testing and Inspection services would work an incongruity and not produce any advantage to competitively procure the services;
 - The assessment of cost related to the above changes presented by CEM is fair and reasonable;
 - At this stage of the project awarding a new contract to another firm for the additional services related to the above identified scope for the testing and inspection services would result in additional cost and time to the project; and
 - The no competitive advantage finding to continue services is supported by case law: Meakin v. Steveland (1977) 68 Cal.Ap.ed.490 and Los Angeles Dredging v. Long Beach (1930) 210 Cal. 348, that holds that statutes requiring competitive bidding do not apply when competitive bidding would work an incongruity or not produce any advantage.

Amendment No. 1 (EXHIBIT A) for \$406,248 to the CEM agreement identifies all above changes and will result in an increase of the total agreement value to \$806,248 and extend the term by six (6) months from December 29, 2021 to June 30, 2022.

Basic aid funds are available in the Saddleback College ATAS Building project budget of \$64,100,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 to the Saddleback College Advanced Technology and Applied Science Building, Geotechnical Investigation & Material Testing and Special Inspection Services agreement with C.E.M. Lab Corporation, to increase the contract amount by \$406,248, for a new agreement amount of \$806,248, extend the contract duration from December 29, 2021 to June 30, 2022, and authorize the Vice Chancellor of Business Services, or designee, to execute the Amendment.



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

Amendment No: 1

THIS AMENDMENT to AGREEMENT No. LFWD-GEOTA-2568-2020 between C.E.M. LAB Corporation and South Orange County Community College District for the additional Geotechnical Investigation & Material Testing and Special Inspection Services for the Saddleback College ATAS Building project.

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

1. To increase contract amount by \$406,248 for a new contract total of \$806,248 for additional Geotechnical Investigation & Material Testing and Special Inspection Services for the Saddleback College ATAS Building project and extend the term 6 months, from 12/29/2021 to 6/30/2022. (See attached proposal).

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

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

C.E.M. LAB CORPORATION	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



CIVIL ENGINEERING MATERIAL LABORATORY CORPORATION

Engineering - Material Testing - Inspection

November 12, 2020

Mr. Nawar Al Juburi 28000 Marguerite Pkwy Mission Viejo, CA 92691

Dear Mr. Al Juburi:

After reviewing the construction schedule provided my McCarthy, dated 11/9/20, and the T&I Sheet, we have concluded that the services outlined in attached "Cost Worksheet" will be required for the remainder of ATAS and the Connector Road projects.

The services mentioned in attached spreadsheet are based on our experience working on similar projects, and it only serves as an estimate. The estimated cost of inspection and testing is based on an eight-hour working days, Prevailing Wage Rates, Monday thru Friday. Please note that overtime, weekend and holiday rates, change orders, contractor's delays, and other factors beyond our control have not been included in this proposal.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Soheil A. Binasi

Sohail Anthony Binaei, President, P.E.

45 Post, Irvine, CA 92618 Telephone: (800) 303-2365 Fax: (800) 755-4020 Visit us @ cemlabcorp.com

ATAS BUILDING GEOTECHNICAL OBSERVATION, MATERIAL TESTING & INSPECTION BUDGET

					Cost (\$)	Estimated		
No:	Description			Unit	Per Unit	Quantity		Total
	GEOTECHNICAL OBSERVATION & TESTING				•		•	
1	Geotechncial Observation	Mehrdad Ganji, ICC	ASTM D1557	Hr	\$ 99.00	800	\$	79,200.00
2	Geotechncial Oversight by GE	Mohammad Joolazadeh	ICC 1704	Hr	\$ 145.00	16	\$	2,320.00
3	Geotechncial Testing	Sam Mahdavi	ASTM D1557	Hr	\$ 150.00	4	\$	600.00
Subtota							\$	82,120.00
	CONCRETE, MASONRY & REBARS	1	1	•	•			
4	Rebar Off Site Inspection	Pedro Velazquez	ICC 1704	Hr	\$ 99.00	148	\$	14,652.00
5	Conrete Placement Inspection	Jeremy Field	ACI 318	Hr	\$ 99.00	320	\$	31,680.00
6	Masonry Placement Inspection	Jeremy Field	ACI 318	Hr	\$ 99.00	200	\$	19,800.00
7	Concrete and Masonry Batch Plant Inspection	Jason Camacho	ACI 318	Hr	\$ 99.00	380	\$	37,620.00
8	Concrete and Masonry Mix Design Review	Soheil Binaei	ACI 318	Each	\$ 145.00	4	\$	580.00
9	Testing of Masonry Samples Compressive Strength Test of Concrete & Masonry Samples	Pedro Velazquez	ASTM C94	Each	\$ 65.00	45	\$	2,925.00
10	Tensile and Bend Tests of Rebars	Pedro Velazquez	ASTM C39 ASTM A615	Each	\$ 25.00	420 120	\$	10,500.00
11 Subtota		Pedro Velazquez	AS1M A615	Each	\$ 25.00	120	\$	3,000.00
Subtota	STEEL						Э	120,757.00
10	Structural Steel off Site	b	100 1704	**	A 00.00	400	Φ.	47.520.00
12		Monty Morris	ICC 1704	Hr.	\$ 99.00	480	\$	47,520.00
13	Structrural Steel On Site	Tim Tully	ICC 1704	Hr	\$ 99.00	600	\$	59,400.00
14	Bolting Inspection On Site	Jeremy Field	ICC 1704	Hr	\$ 99.00	120	\$	11,880.00
15	Welding Procedure Review	Monty Morris	ICC 1704	Hr	\$ 99.00	4	\$	396.00
Subtotal					\$	119,196.00		
	POST INSTALLED ANCHORS							
16	Testing of Post Installed Anchors with Calibrated Wrench or F	Mark Johonson	ICC 1704	Hr	\$ 125.00	148	\$	18,500.00
Subtota	l	•	•				\$	18,500.00
	ENGINEERING AND ADMINSTRATIVE							
17	Adminstrative	Aracel Arzat		Hr	\$ 55.00	35	\$	1,925.00
18	Issuance of Interim and Final Verified Reports	Soheil Binaei	DSA 291 & 293	Hr	\$ 500.00	6	\$	3,000.00
19	Engineering Review	Soheil Binaei	DSA 291 & 293	Hr	\$ 145.00	30	\$	4,350.00
Subtota	Subtotal						\$	9,275.00
District Contengency						\$	10,000.00	
Total for all Testing, Special Inspection, and Reporting					\$3	59,848.00		
				\$10	0 / I			

CONNECTOR ROAD AND PARKING LOT 5 GEOTECHNICAL OBSERVATION, MATERIAL TESTING & INSPECTION BUDGET

No:	Description			Unit	Cost (\$) Per Unit	Estimated Ouantity		Total	
	GEOTECHNICAL OBSERVATION & TESTING					C	<u> </u>		
1	Geotechncial Observation, Soil and Asphalt	Mehrdad Ganji, ICC	ASTM D1557	Hr	\$ 99.00	280	\$	27,720.00	
2	Geotechncial Oversight by GE	Mohammad Joolazadeh	ICC 1704	Hr	\$ 145.00	4	\$	580.00	
3	6	Sam Mahdavi	ASTM D1557	Hr	\$ 150.00	1	\$	150.00	
Subtota				-	-	-	\$	28,450.00	
	CONCRETE & REBARS								
4	Rebar Off Site Inspection	Pedro Velazquez	ICC 1704	Hr	\$ 99.00	8	\$	792.00	
5	Concrete Placement Inspection	Jeremy Field	ACI 318	Hr	\$ 99.00	16	\$	1,584.00	
6	Concrete and Masonry Batch Plant Inspection	Jason Camacho	ACI 318	Hr	\$ 99.00	16	\$	1,584.00	
7	Concrete and Masonry Mix Design Review Soheil Binaei ACI 318 Each \$ 145.00 1				\$	145.00			
8	Compressive Strength Test of Concrete Samples	Pedro Velazquez	ASTM C39	Each	\$ 25.00	16	\$	400.00	
9	Tensile and Bend Tests of Rebars	Pedro Velazquez	ASTM A615	Each	\$ 25.00	4	\$	100.00	
Subtotal					\$	4,605.00			
	WELDING INSPECTION								
10	Welding Inspections at the Fabrication Shop	Monty Morris	ICC 1704	Hr	\$ 99.00	80	\$	7,920.00	
11	Welding Inspection On Site	Pedro Velazquez	ICC 1704	Hr	\$ 99.00	40	\$	3,960.00	
Subtota							\$	11,880.00	
ENGINEERING AND ADMINSTRATIVE									
12	Adminstrative	Aracel Arzat		Hr	\$ 55.00	6	\$	330.00	
13	Issuance of Interim and Final Verified Reports	Soheil Binaei	DSA 291 & 293	Hr	\$ 350.00	2	\$	700.00	
14	4 Engineering Review Soheil Binaei DSA 291 & 293 Hr \$ 145.00 3						\$	435.00	
Subtotal				\$	1,465.00				
Total for	Geotechnical Observation, Special Inspection, and Testing					Total for Geotechnical Observation, Special Inspection, and Testing			

ITEM: 6.2 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: District-wide Standards, Professional Services Agreement

Amendment No. 1, Perkins Eastman Dougherty

ACTION: Approval

BACKGROUND

On December 16, 2019, the Board of Trustees approved a Professional Services agreement with Perkins Eastman Dougherty (Perkins), for the District-wide Standards project, in the amount of \$499,690 pursuant to RFQ&P 377D. A component of the district-wide standards scope includes the development of a general landscape master plan along with standards for irrigation, planting, bio-swales, and a comprehensive plant palette.

STATUS

Saddleback College is in the process of commencing its campus wide beautification project. Design services related to landscape, hardscape, and irrigation plans are a requirement for the undertaking of the said project.

There are synergies related to design consistency, economies of scale, and competitive pricing advantages with assigning the Saddleback College Beautification project to Perkins. Additionally, there will be significant time savings as both projects can be completed concurrently. District staff conducted additional due diligence by soliciting two additional proposals (Harley Ellis Devereaux for \$465,000 and Little Architects for \$449,180) to ensure pricing offered by Perkins was competitive and in alignment with the scope for a project of similar complexity.

Amendment No. 1 (EXHIBIT A) for \$446,300 to Perkins' agreement identifies the scope related to the Saddleback College Beautification project and will result in an increase of the total agreement value to \$945,990 and extend the term by 18 months from June 16, 2021 to December 16, 2022.

This amendment also incorporates a consultant name change to Perkins Eastman Architects, DPC.

Basic aid funds are available in the approved project budget of \$1,500,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Amendment No. 1 to include scope related to the Saddleback College Beautification project with Perkins Eastman Dougherty, for the District-wide Standards project, in the amount of \$446,300, for a not to exceed amount of \$945,990, extend the contract duration from June 16, 2021 to December 16, 2022, approve the consultant's name change to Perkins Eastman Architects, DPC, and authorize the Vice Chancellor of Business Services, or designee, to execute the Amendment.

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



Amendment No: 1

THIS AMENDMENT to AGREEMENT No. DSCBRFP-PSA-815-2019 between Perkins Eastman Architects, DPC and South Orange County Community College District for the additional Architectural services for the District-wide Standards project.

Perkins Eastman Architects, DPC and South Orange County Community College District do mutually agree as follows:

1. To included scope related to the Saddleback College Beautification project, for an increase of \$446,300 and a revised contract total of \$945,990. 2. To extend the contract term 18 months, from June 16, 2021 to December 16, 2022. 3. To change the consultant's name to Perkins Eastman Architects, DPC.

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

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

PERKINS EASTMAN ARCHITECTS, DPC	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

SOCCCD #927 Contract Number: DSCBRFP-PSA-815-2019

DATE: 12/14/20

ITEM: 6.3

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Grant Agreement – Board of Governors, California

Community Colleges Chancellor's Office - Building Stronger Mental

Health Connections for Student Success

ACTION: Approval

BACKGROUND

In July of 2019, Assembly Bill (AB) 74 was signed into law authorizing funds to support the California Community Colleges Mental Health Services Program. These grant funds are being made available to community college districts to collaborate with county behavioral health departments. The purpose of this funding is to improve student access to mental health services and early identification and intervention programs. On October 18, 2019, Saddleback College and Irvine Valley College submitted a joint proposal grant application entitled "Building Stronger Mental Health Connections for Student Success," to enhance and expand mental health services for SOCCCD students.

STATUS

On November 5, 2019, the District received the formal notification of Intent to Award for the California Community Colleges Mental Health Services Grant Program Funds RFA 19-036. The Board of Governors, California Community Colleges Chancellor's Office grant award ageement was received on October 1, 2020. Under the terms of this agreement, each college will receive \$250,000 with a performance period of May 1, 2020 – December 31, 2021. The Agreement and grant application abstract from both colleges are presented in Exhibit A. This funding will help to enhance and expand resources offered (conduct presentations to students at campus events, workshops and seminars, and offer professional development opportunities) through both colleges' Health & Wellness Centers as well as IVC's Veterans Resource Center.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the agreement from the Board of Governors, California Community Colleges Chancellor's Office, and accept the award for \$500,000 (\$250,000 for Irvine Valley College and \$250,000 for Saddleback College).

			_	EXHIBIT	
Grant Agre	ement		Г	age 1 of 4	12
Board of Governor's, California Community Colleges	District (Grantee):	South Ora	ınge Coui	nty CCD	
Chancellor's Office - 6870	College: N/A				
EDUCATIONAL SERVICES AND SUPPORT DIVISION					
	Grant Agreeme	nt No.: 19	- 036	- 014	
Mental Health Services Program	Funding Year (Enactment Year)				
	2019-20	Total Am	ount Encu	mbered : \$	500,000.00
RFA# 19 - 036					
This grant is made and entered into by the Board of Governor's California Co CCD, hereafter referred to as the Grantee. The purpose of the grant is to esta Health Services Program. The grant consists of this Grant Agreement face st C, D).	ablish or expand an	existing Ca	lifornia Co	mmunity Colle	eges Mental
The total amount payable for this grant shall not exceed the amount specified	l above as "Amount	Encumbere	ed".		
The term of this grant shall be from May 1, 2020 to December 31, 2021.					
GRANT	EE				
Project Director: Jeanne Harris-Caldwell	Total Grant Funds	Requested	: _\$	500,000.00	
Signature, Chief Executive Officer (or authorized Designee)					
Sath Neen Burke (Aug 13, 2020 10:39 PDT)	.		Date:	Aug 13,	2020
Print Name/Title of Person Signing:	District Address:	28000 Mar	guerite Pa	arkway	
Dr. Kathleen Burke, Chancellor		Mission Vi	ejo, CA 92	.692	
STATE OF CA	1				
Project Monitor:	Agency Address:	1102 Q Str			
Nicole Alexander Bus.		Sacrament	Funding		
Unit Ref No Fund FI\$Cal Prgm SubTask Index Obje	ect Chapter	Statute	(Enactme	•	Amount
6870 - 101 - 3085 - 5675043 - 103 - 5218 - 54320	000 23	2019	2019	9-20 \$	500,000.00
<u> </u>					
Signature, Accounting Manager (or Authorized Designee) Budgeted funds are available for the				nbered :	500,000.00
Signature, Accounting intallager (or Authorized Designee) Budgeted funds are available for the Summer Barrios (Aug 12, 2020 21:01 PDT)	heung and brithose of the	espenditures sta	Date:	Aug 12,	2020
Signature, Deputy Chancellor (or authorized Designee)					
Darky Gonzales (Sep 30, 2020 11:28 PDT)			Date:	Sep 30, 2	2020

Grant Face Sheet Form - Single Year Grant

Print Name/Title of Person Signing: Daisy Gonzales, Deputy Chancellor

Revised 07/30/2019

SCOPE OF WORK

1. Services to be Provided

Grantee shall complete the following tasks, as more fully described in the Grantee's Application/Workplan, attached to and fully incorporated into this agreement by reference as Exhibit A-1.

A. Scope of Work

The California Community Colleges Mental Health Services Program objectives outlined below fall into three broad categories: 1) Formal partnership building with county behavioral health departments or community-based organizations; 2) Direct mental health services to students; and 3) Prevention, early intervention, suicide prevention, and stigma reduction training activities for faculty, staff, and students.

B. Program Objectives

- Illustrate the existence or planned partnerships between the college district/college and the county behavioral health department to address complex mental health needs of students.
- 2) Provide screening services to students receiving other health care services and provide linkages to services from the appropriate on- or off-campus mental health provider.
- 3) Ensure that underserved and vulnerable student populations receive culturally competent mental health services (including referral services).
- 4) Reduce racial disparities in access to mental health services, and to prevention, early intervention, and suicide prevention training.
- 5) Develop and implement campus-based stigma reduction activities.
- 6) Implement education and training to faculty, staff, and students on early identification, intervention, and referral of students with mental health needs.

C. Program Outcomes

- Formally recognized partnership(s) with local county behavioral health departments, subcontractors of county behavioral health departments, or community-based organizations that can provide services for students with long-term mental health service needs.
- 2) Processes to identify and establish baseline information regarding:
 - a. Estimated number of students accessing campus health/mental health services OR estimated number of students who are in need of services.
 - b. The number of faculty, staff, and students who could benefit from prevention, early intervention, and suicide prevention training activities.
- 3) Increase in the number of students who are screened for mental health service needs.

(Rev. 05/13/2020) Page 1 of 2

SCOPE OF WORK

- 4) Increase in the number of students referred to and receiving on-and/or off-campus mental health services.
- 5) Increase in the number of faculty, staff, and students receiving prevention, early intervention, and suicide prevention training.
- 6) Increase in the number of faculty, staff, and students participating in stigma reduction training/activities.

D. Reporting Requirements

The following reports are to be submitted by the due dates indicated. Extensions of reporting deadlines may be made with the approval of the Project Monitor.

Report	Due Date
Progress Report and Year-to-Date Expenditure Report	7/31/2021
Final Progress Report and Final Expenditure Report	1/31/2022

2. Project Representatives

The project representatives during the term of this Grant Agreement are:

Chancellor's Office: Project Monitor	Grantee: Project Director
Name: Nicole Alexander	Name: Jeanne Harris-Caldwell
Phone: (916) 324-7913	Phone: 949-582-4606
Email: nalexander@cccco.edu	Email: jharriscaldwell@saddleback.edu

3. Grantee's Project Director and Key Personnel

Grantee shall notify the Chancellor's Office of any change in the Project Director.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole. All questions or problems relating to the project, including the terms or conditions of this Grant Agreement and questions from third parties, should be directed to the Project Monitor. The Chancellor's Office shall notify the Grantee of any change in the Project Monitor.

(Rev. 05/13/2020) Page 2 of 2

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Fund Disbursement

In consideration of satisfactory performance of the promised services described in the Grantee's application, the Chancellor's Office agrees to pay the Grantee the "Grant Funds" amount stated in the Grant Agreement face sheet. These funds shall be expended as described in the Application Budget, attached to and fully incorporated into this Agreement by reference as Exhibit B-1. All payments shall be made using the Chancellor's Office process, as follows:

- An advance payment of 40% of the total amount of this Grant Agreement will be paid, upon receipt of an invoice, after the Grant Agreement is fully executed.
- Grantee may request progress payment(s) up to 50% of the total amount of this Grant
 Agreement at the time that progress/quarterly reports are submitted pursuant to section 4
 of this Article. Payment(s) will be made, upon receipt of an invoice, after review and
 approval of the progress/quarterly reports by the Chancellor's Office.
- The Chancellor's Office will withhold a minimum of 10% of the total amount of this Grant Agreement. A final payment will be calculated based on the Final Performance and Expenditure Reports due by January 31, 2022. If the total expenditure of funds by that date is less than the total payments processed, the Chancellor's Office may invoice the Grantee for the excess amount. The final 10%payment plus any remaining funds not previously requested as a progress payment will be paid, upon receipt of an invoice, after review and approval of the Final Performance and Expenditure Reports.

2. Budget Changes

Grantee may make changes to any budget category amounts up to 10 percent of the category's line item without approval of the Project Monitor, provided no budget category is added or deleted, the total dollar amount of the Grant Agreement is not affected, and the outcomes of the Grant Agreement are not materially affected. Grantee may add or delete budget categories with express, prior written approval of the Project Monitor.

3. Budget Contingency

- a. In order to avoid program and fiscal delays, it is mutually understood that for the mutual benefit of both parties this Grant Agreement may have been written before ascertaining the availability of state or federal funds.
- b. If a state or federal budget for the current fiscal year and/or any subsequent fiscal years covered by this Grant Agreement does not appropriate sufficient funds for the program, this Grant Agreement shall have no force or effect. In this event, the Chancellor's Office shall have no liability or responsibility to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant Agreement, and Grantee shall not be obligated to perform any provisions of this Grant Agreement.
- c. If funding for any fiscal year is reduced or deleted by the state or federal budget for purposes of this program, the Chancellor's Office shall have the option to either cancel this Grant Agreement with no liability occurring to the Chancellor's Office, or offer a Grant Agreement Amendment to Grantee to reflect the reduced amount.
- d. Grantee shall inform any sub grantees that any work performed prior to approval of the state or federal budget, as applicable, will be rendered on a voluntary basis, and shall not be compensated unless and until funding is authorized.
- e. This Grant Agreement is subject to any additional restrictions, limitations or conditions enacted in the state or federal budget and/or laws and Executive Orders that may affect the provisions, term, or funding of this Grant Agreement in any manner

(Rev. 05/13/2020) Page 1 of 2

BUDGET DETAIL AND PAYMENT PROVISIONS

4. Travel

For travel necessary to the performance of this Grant Agreement, Grantee travel and other expense reimbursement claims shall be governed by the travel policy and procedures adopted by the Grantee's governing board. For grants involving federal funds, any out-of-state travel must be approved in advance by the Project Monitor.

Grant funds may be used to pay for travel for Chancellor's Office staff provided that the travel is related to the purposes of the Grant Agreement, the travel is necessary to allow Chancellor's Office staff to provide services or technical assistance beyond the scope of normal Grant monitoring, the request is made by the Grantee without duress from Chancellor's Office staff, Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs.

Grantee does not seek or receive any favorable treatment in exchange for paying for travel, travel is arranged and paid for through ordinary Chancellor's Office processes, and the Grant funds are used to reimburse those costs.

(Rev. 05/13/2020) Page 2 of 2

GENERAL TERMS AND CONDITIONS

1. Amendments

An amendment of this Grant Agreement is required to extend the completion date, materially change the work to be performed, or alter the budget. Requests for an amendment must be submitted to the Project Monitor, and should be made as soon as possible after the need for an amendment arises.

2. Assignment

This Grant Agreement is not assignable by Grantee, either in whole or in part, without the consent of the Project Monitor and in the form of a formal written amendment.

3. Dispute

In the event of a dispute, Grantee agrees to file a "Notice of Dispute" with the Chancellor's Office, within 10 days of discovery of the problem. Immediately thereafter and at a time and place mutually agreed upon, the Grantee, the Vice Chancellor for the division awarding the Grant Agreement, and the Project Monitor will meet for purposes of resolving the dispute. The decision of the Chancellor's Office shall be final.

Grantee shall continue with the responsibilities under this Grant Agreement during any dispute.

4. Notice

Any notice to either party that is required or permitted to be given under this Grant Agreement shall be given by email to the Project Monitor and/or Project Director and by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received. In the event of an emergency, the Project Monitor and/or Project Director should be contacted immediately by telephone.

5. Audit

Grantee agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Grant Agreement. Grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment or until any audit findings have been resolved, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any contract or subgrant related to performance of this Grant Agreement.

6. Standards of Conduct and Conflicts of Interest

Grantee hereby assures that in administering this Grant Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of this Grant Agreement and to avoid any potential conflict of interests in its administration.

a. Every reasonable course of action will be taken by the Grantee in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Grant Agreement will be administered in an impartial manner, free from personal, financial, or political gain. The Grantee, and its officers and employees, in administering the Grant Agreement, will avoid situations that give rise to a

(Rev. 05/13/2020) Page 1 of 7

GENERAL TERMS AND CONDITIONS

suggestion that any decision was influenced by prejudice, bias, special interest, or personal gain.

- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of the Grantee, or of any member of its governing board, will receive favorable treatment in the award of contracts or subgrants or in educational or employment opportunities funded by this Grant Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering the Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations that may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. Avoidance of Conflicts of Economic Interests.
 - 1. Grantee shall take all reasonable steps to ensure that its officers and employees, and members of its governing board, will avoid any actual or potential conflicts of interests, and that no officer, employee, or board member who exercises any functions or responsibilities in connection with this Grant Agreement shall have any personal financial interest or benefit that either directly or indirectly arises from this Grant Agreement. The term "financial interest" shall include the financial interest of the officer, employee, or board member's spouse or dependent child.
 - Grantee shall establish safeguards to prohibit officers, employees or board
 members from using their positions for a purpose that could result in private gain,
 or give the appearance of being motivated for private gain for themselves or
 others, particularly those with whom they have family, business, or other ties.
 - 3. An officer or employee of Grantee, an elected official in the area, or a member of the governing board, may not solicit or accept money or any other consideration from a third person for the performance of any act reimbursed, in whole or in part, by Grantee or the Chancellor's Office. Supplies, materials, equipment, or services purchased with Grant funds will be used solely for purposes allowed under this Grant Agreement.
 - 4. The governing board may not authorize the award of any contract or subgrant funded by this Grant Agreement, if that contract or subgrant is for the provision of services or goods by any board member, or by any person or entity that is a source of income to a board member.
- e. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Grant Agreement, officers and employees of the Grantee will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.

7. Union Organizing

Grantee, by signing this Grant Agreement, hereby acknowledges the applicability of Government Code section 16645.2 to this Grant Agreement, and hereby certifies that none of the Grant funds will be used to assist, promote or deter union organizing.

If Grantee incurs costs, or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from state funds has been

(Rev. 05/13/2020) Page 2 of 7

GENERAL TERMS AND CONDITIONS

sought for these costs, and Grantee shall provide those records to the Attorney General upon request.

8. Debarment, Suspension, and Other Responsibility Matters

By signing this Grant Agreement, Grantee hereby certifies under penalty of perjury under the laws of the State of California that Grantee and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this Grant Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. Have not within a three-year period preceding this Grant Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- d. Where Grantee is unable to certify to any of the above statements, Grantee shall attach an explanation to the face sheet for this Agreement.

9. Nondiscrimination Clause

- a. During the performance of this Grant Agreement, Grantee, contractors or subgrantees shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age (over 40), sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Grantee and subcontractors or subgrantees shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Grantee, contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Grantee, contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- c. Grantee shall include the nondiscrimination and compliance provisions of this clause in all contracts or subgrants to perform work under the Grant Agreement.

10. Accessibility for Persons with Disabilities

a. By signing this Grant Agreement, Grantee assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

(Rev. 05/13/2020) Page 3 of 7

GENERAL TERMS AND CONDITIONS

- b. Grantee shall, upon request by any person, make any materials produced with Grant funds available in braille, large print, electronic text, or other appropriate alternate format. Grantee shall establish policies and procedures to respond to such requests in a timely manner.
- c. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act. (36 C.F.R. § 1194.1, Apps. A & C.)
- d. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of US Section 508 Standards (https://www.access-board.gov/guidelines-and-standards/communications-and-it/about-the-ict-refresh) and/or the WCAG 2.0 Level AA criteria (https://www.w3.org/TR/WCAG20/) or similar guidelines developed by the Chancellor's Office.
- e. Grantee shall respond, and shall require its contractors and subgrantees to respond to and resolve any complaints regarding accessibility of its products and services as required by this section
- f. Grantee and its contractors and subgrantees shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents, and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- g. Grantee shall incorporate the requirements of this section into all contracts or subgrants to perform work under this Grant Agreement.

11. Drug-Free Workplace Certification

By signing this Grant Agreement, the Grantee hereby certifies under penalty of perjury under the laws of the State of California that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code. §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation, and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works under the Grant will:
 - 1. Receive a copy of the Grantee's drug-free policy statement; and,
 - 2. Agree to abide by the terms of the Grantee's policy statement as a condition of employment under the Grant.

Failure to comply with these requirements may result in suspension of payments under the Grant Agreement or termination of the Grant Agreement or both and Grantee may be ineligible for

(Rev. 05/13/2020) Page 4 of 7

GENERAL TERMS AND CONDITIONS

award of any future state grants if the Chancellor's Office determines that any of the following has occurred: (1) Grantee has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above.

12. Work by Chancellor's Office Personnel

- a. Chancellor's Office staff will be permitted to work side-by-side with Grantee's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, Chancellor's Office staff will be given access to all data, working papers, subcontracts, etc., which Grantee may seek to utilize.
- b. Grantee will not be permitted to utilize Chancellor's Office personnel for the performance of services that are the responsibility of Grantee unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Grantee for the services of Chancellor's Office employees while performing, coordinating or monitoring functions.

13. Termination

- a. Termination Option. Either party may at its option terminate this Grant Agreement at any time upon giving thirty (30) days' advance notice in writing to the other party in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations. In such event, the Chancellor's Office shall pay Grantee for all satisfactory services rendered and expenses incurred prior to such termination that could not by reasonable efforts of Grantee have been avoided, but not in excess of the maximum payable under the Grant Agreement as specified on the Grant Agreement Face Sheet. Upon termination, Grantee agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Grantee may, with approval of the Chancellor's Office, purchase or dispose of said equipment as provided in section 19 of this Article ("Real Property and Equipment").
- b. Event of Breach. In the event of any breach of this Grant Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Grant Agreement upon five (5) days' written notice to the Grantee. In the event of such termination, the Chancellor's Office may select a new grantee to proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office of having the project completed by another grantee shall be deducted from any sum due Grantee under this Grant Agreement, and the balance, if any, shall be paid to Grantee upon demand. Whether or not the Chancellor's Office elects to proceed with the project, the Chancellor's Office shall pay Grantee only the reasonable value of the services theretofore rendered by Grantee as may be agreed upon by the parties or determined by a court of law.
- c. Gratuities. The Chancellor's Office may, by written notice to Grantee, terminate the right of Grantee to proceed under this Grant Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by Grantee or any agent or representative of Grantee to any officer or employee of the Chancellor's Office with a view toward securing a grant or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such grant.

In the event this Grant Agreement is terminated as provided herein, the Chancellor's Office shall be entitled to (1) pursue the same remedies against Grantee as it could pursue in the event of the breach of the Grant Agreement by the Grantee, and (2) exemplary damages in an amount that shall be not less than three nor more than ten

(Rev. 05/13/2020) Page 5 of 7

GENERAL TERMS AND CONDITIONS

times the cost incurred by Grantee in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant Agreement.

d. In no event may Grantee use Grant funds to pay any individual or organization for the work associated with preparing the Grant application. For breach or violation of this prohibition, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Grant Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

14. Indemnification

Grantee agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, subgrantees, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Grantee in the performance of this Grant Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Grantee of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Grantee will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:
 - When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
 - 2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
 - 3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

15. Waiver of Rights

Any action or inaction by the Chancellor's Office or the failure of the Chancellor's Office on any occasion, to enforce any right or provision of the Grant Agreement, shall not be construed to be a waiver by the Chancellor's Office of its rights hereunder and shall not prevent the Chancellor's Office from enforcing such provision or right on any future occasion. The rights and remedies of the Chancellor's Office herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

16. Workers' Compensation Insurance

Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this Grant Agreement, or is self-insured in accordance

(Rev. 05/13/2020) Page 6 of 7

GENERAL TERMS AND CONDITIONS

with the provisions of Labor Code section 3700, and agrees to furnish to the Chancellor's Office satisfactory evidence thereof at any time the Project Monitor may request.

17. Unenforceable Provisions

In the event that any provision of this Grant Agreement is unenforceable or held to be unenforceable, the parties agree that all other provisions of the Grant Agreement remain in full force and effect.

18. Law Governing

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

19. Independent Status of Grantee

The Grantee, and the agents and employees of Grantee, in the performance of this Grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

20. Grant Agreement is Complete

No amendment, alteration or variation of the terms of this Grant Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Grant Agreement is binding on any of the parties.

21. Time Is of the Essence

Time is of the essence in this Grant Agreement.

22. Captions

The clause headings appearing in this Grant Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

(Rev. 05/13/2020) Page 7 of 7

SPECIAL TERMS AND CONDITIONS

1. Contractors and Subgrantees

- a. Grantee agrees to obtain the written approval of the Project Monitor prior to the selection of contractors or subgrantees to perform services under this Grant Agreement. Except where prohibited by the Standards of Conduct provisions set forth in section 8 of this Exhibit, contractors or subgrantees specifically identified in this Grant Agreement or the Exhibits are deemed to be approved by the execution of this Grant Agreement.
- b. Contractors and subgrantees retained by Grantee shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected contractor or subgrantee is the best-qualified party available to provide the required services. To the extent possible, Grantee should engage in competitive bidding consistent with the policies and procedures adopted by the Grantee's governing board. Where competitive bidding is not used, Grantee should take other appropriate steps to ensure that grant funds are expended to maximize their value to the program objectives. Upon request, Grantee shall furnish evidence of compliance with this provision to the Project Monitor. Grantee shall immediately notify the Project Monitor in the event that any contractor or subgrantee is terminated.
- c. All subcontracts or subgrants shall contain a provision prohibiting any third or subsequent tier subcontracts or subgrants without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts or subgrants shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract or subgrant.
- e. Upon request, Grantee shall furnish any additional evidence the Project Monitor may deem appropriate concerning the selection procedures used, or any other matter related to subcontractor or subgrantee performance.
- f. Grantee shall not enter into any contract or subgrant of the types described below and any such agreement that may be executed is null and void and of no force or effect.
 - An agreement with a former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) who was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal. Code Regs. tit. 5, §§ 18741.1 and 18747.)
 - 2. An agreement with a current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office) other than a rank-and-file employee of the California State University or the University of California. (Pub. Contr. Code, § 10410.)
 - 3. An agreement with the spouse or an immediate family member of a current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office IJE) who was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Grant Agreement, or the subgrant, or had any influence whatsoever in the making of this Grant Agreement, or the contract or subgrant. (Gov. Code, §§ 1090, et seq. and 87100.)
- g. Nothing contained in this Grant Agreement shall create any contractual relationship between the Chancellor's Office and any contractors or subgrantees, and no contract or

(Rev. 05/13/2020) Page 1 of 4

SPECIAL TERMS AND CONDITIONS

subgrant shall relieve Grantee of its responsibilities and obligations hereunder. Grantee agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its contractors, subgrantees and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Grantee. Grantee's obligation to pay its contractors and subgrantees is independent from the obligation of the Chancellor's Office to make payments to Grantee. As a result, the Chancellor's Office shall have no obligation to pay or enforce the payment of any moneys to any contractor or subgrantee.

2. Approval of Products and Deliverables

- a. Each deliverable to be provided under this Grant Agreement, or its contracts and subgrants, shall be submitted to and approved by the Project Monitor. Any product, document, or published materials, including a multimedia presentation, must comply with the accessibility requirements of section 508 of the Rehabilitation Act, Government Code section 11135, Web Content Accessibility Standards 2.0, and any other applicable accessibility regulations. In addition, any such product, document, or published material must comply with the Chancellor's Office branding requirements.
- b. All products resulting from this Grant Agreement or its subgrants, in whole or in part, shall reference the Chancellor's Office, California Community Colleges and the specific funding source.
- c. Any document or written report prepared, in whole or in part by Grantee, or its contractors or subgrantees, shall contain the Grant number and dollar amount of the Grant and contracts or subgrants relating to the preparation of such document or written report. The Grant and contract or subgrant numbers and dollar amounts shall be contained in a separate section of such document or written report. (Gov. Code, § 7550(a).)
- d. When multiple documents or written reports are the subject or product of the Grant Agreement, the disclosure section must also contain a statement indicating that the total Grant amount represents compensation for multiple documents or written reports. (Gov. Code, § 7550(b).)

3. Intellectual Property

Exclusive Property of Chancellor's Office and Assignment

Grantee agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement shall be the exclusive property of the Chancellor's Office. All rights, title, and interest in and to the work first developed under this Agreement shall be assigned and transferred to the Chancellor's Office. This provision shall survive the expiration or early termination of this Agreement.

Subcontracts/Subgrants

If Grantee enters into a subcontract or subgrant for work first developed under this Agreement, the subcontract or subgrant must incorporate the intellectual property provisions in this Agreement, modified accordingly, and be approved by the Chancellor's Office before the subcontract or subgrant is executed. The subcontract or subgrant must include a provision that all rights, title, and interests in such work shall be assigned to the Chancellor's Office.

Copyright

(Rev. 05/13/2020) Page 2 of 4

SPECIAL TERMS AND CONDITIONS

All materials first prepared by Grantee or its subcontractors or subgrantees, if any, under this Agreement or any subcontract, including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.

The Chancellor's Office shall acknowledge Grantee or its subcontractors or subgrantees, if any, as the author of works produced under this Agreement or any subcontract or subgrant, if any, on all publications of such work. The Chancellor's Office will license such copyrighted work with a Creative Commons (CC BY) license. The license will allow Grantee or its subcontractors or subgrantees, if any, to reproduce and disseminate copies of such work subject to the terms of the CC BY license. The Grantee or its subcontractors or subgrantees, as licensees, agree not to permit infringement of the copyright by any person, to compensate the Chancellor's Office for any infringement that may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.

All materials first developed in draft and in final form pursuant to this Agreement, or any subcontract, shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." In addition, all such materials shall bear the Creative Commons CC BY symbol below. Acknowledgment may be given to Grantee or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Grantee that the copyright be registered with the U.S. Copyright Office, Vendor will be responsible for applying for, paying the filing fees for, and securing said copyright.



Patents

Subject to the requirements of law, all rights to any patentable inventions or discoveries conceived and first actually reduced to practice in the performance of the Scope of Work shall belong to the Chancellor's Office.

Trademarks and Servicemarks

All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Grantee that a trademark or servicemark be registered with state or federal agencies, Grantee will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Grantee. Grantee agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Grantee may, with the written permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.

(Rev. 05/13/2020) Page 3 of 4

SPECIAL TERMS AND CONDITIONS

4. Real Property and Equipment

Where allowed by the funding source, real property and equipment procured with Grant funds will be used for the purpose of the Grant in accordance with the following:

- a. Equipment with an initial purchase price in excess of \$5,000 must be appropriately tagged as purchased with funds from the particular funding source and the Grantee shall maintain an inventory of equipment purchased, including a description of the equipment, a serial or other identification number, the acquisition date, the cost of the equipment, the location of the equipment, and any ultimate disposition data. The Grantee will also adhere to all other property management procedures and property accountability requirements as published by the Chancellor's Office.
- b. If the real property or equipment is not needed full time for the purposes of the Grant, it may also be used for other purposes so long as this does not interfere with its use in carrying out the purposes of the Grant throughout the term of this Grant Agreement.
- c. Upon completion or termination of the Grant, or when real property or equipment is no longer useful or necessary for purposes of the Grant, it may be disposed of as follows:
 - 1. Equipment with an initial purchase price less than \$5,000 may be disposed of as the Grantee deems appropriate.
 - 2. If the Grant-funded project involves systemwide or regional coordination or technical assistance activities, the disposition of real property or equipment with an initial purchase price in excess of \$5,000 shall be subject to the approval of the Chancellor's Office.
 - 3. In all other cases, real property or equipment with an initial purchase price in excess of \$5,000 may be sold or used in another program funded by the Chancellor's Office. If the real property or equipment is sold, the proceeds of the sale shall be returned to the program funded by this Grant Agreement, or if that program has been discontinued, to another program funded by the Chancellor's Office; provided however, that the Grantee may retain \$100 or ten percent of the sale price (whichever is greater) to cover the costs of sale.

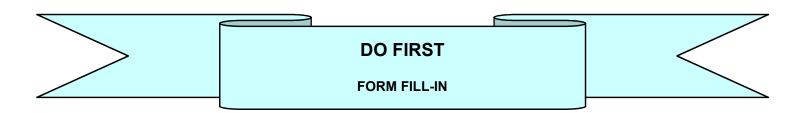
5. Surveys

If this Grant Agreement involves a survey of community college faculty, staff, students, or administrators, Grantee shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Grantee from the Chancellor's Office or another source.

6. Revenue from Proposition 98 Funds

If the Grantee or any of its subgrantees or subcontractors in any way hosts or conducts a seminar, conference, convention, training, meeting, symposia, or any other professional or informational gathering using Proposition 98 funds and charges an attendance fee resulting in surplus funds or revenue, those funds shall be deposited into the account that holds the funds for this agreement. The Grantee will immediately notify the Project Monitor of the excess funds and will provide the Project Monitor with a written accounting of said funds. The excess funds must be used consistent with this grant's scope of work and approved, in writing, by the Project Monitor.

(Rev. 05/13/2020) Page 4 of 4



The following information are linked throughout the forms package:

PROJECT: 2019-20 Mental Health Services Grant

FISCAL YEAR: 2019-2020

GRANT NUMBER: 19-036-014

FUNDING SOURCE: Proposition 63

PROJECT BUDGET: \$ 500,000

DISTRICT: South Orange

PROJECT 2019-20 Mental Health Services Grant

CONTACT PAGE

District:	South Orange				
Address:	28000 Marguerite Parkway				
City:	Mission Viejo	State:	CA	Zip:	92692
District Superinte	ndent/President (or authorized designee)				
Name:	Kathleen Burke	Phone:	949-582-4840		
Title:	Chancellor		010 002 1010		
E-mail Address:	kburke@soccd.edu				
			•		
Responsible Adm	inistrator (Should not be the same as Project	t Director)			
Name:	Juan Avalos		949-582-4566		
Title:	Vice President for Student Services		0.0000		
E-mail Address:	scgrants@saddleback.edu	• •			
			<u> </u>		
D. in at Discrete series					
Project Director (F	Person responsible for conducting the daily oper				
Name:	Jeanne Harris-Caldwell	Phone:	949-582-4606		
Title:	Dean of Wellness, Social Services	rax:			
E-mail Address:	jharriscaldwell@saddleback.edu		•		
Person Responsib	ole for Data Entry				
Name:	Emmanuel Smith	Phone:	949-348-6242		
Title:	Grants Analyst	Fax:			
E-mail Address:	esmith94@saddleback.edu		<u> </u>		
	iness Officer (or authorized designee)				
Name:	Ann-Marie Gabel		949-582-4664		
Title:	Vice Chancellor Business Services	Fax:			
E-mail Address:	agabel@socccd.edu				
Person Responsil	ble for Budget Certification				
Name:	Cecilia Ray	Phone:	949-582-4843		
Title:	Senior Accounting Specialist				
E-mail Address:	cray14@socccd.edu				
l					

DISTRICT: South Orange

GRANT #: 19-036-014

APPLICATION BUDGET DETAIL SHEET

Exhibit B-1

Classification		PROJECT BUDGET	
	\$	500,000	
Instructional Salaries	Т		
IVC - 1415 - Temp. Non-classroom Faculty, Stipends and Projects - Active Minds Advisor (\$42.65/hr x 211hrs)	\$	9,000.00	
	\$	-	
	\$	_	9,000
Noninstructional Salaries	Ė		,,,,,,,
SC - 2383 - Temp. Short-term Staff, Hourly Assignments (Psychiatrist @\$100/hr x 28hrs/mo x 20mo = \$56,000) (Psychologist @\$70/hr x 72hrs/mo x 20mo = \$100,800)(LVN Case Manager @\$20/hr x 80hrs/mo x 20mo = \$32,000)	\$	188,800.00	
IVC - 2141 - Regular Clerical/Secretarial Staff (Non-Instr) - Contract Assignment (Program Assistant @ 0.625 FTE = \$39,966)(Mental Health Provider @0.725 FTE = \$84,974)	\$	124,940.00	
	\$	-	313,740
Employee Benefits			
SC - (OASDI = \$11,706) (Medicare = \$2,737) (Unemployment Insurance = \$94) (Workers Comp = \$3,210) IVC - (Active Minds Advisor - STRS/Medicare/Unemployment/Workers Comp = \$1,985) (Program	\$	17,747.00	
Assistant - PERS/OASDI/Medicare/Unemployment/Workers Comp = \$13,008) (Mental Health Provider - PERS/OASDI/Medicare/Unemployment/Workers Comp = \$27,580)	\$	42,573.00	
	\$	-	
	\$	-	
	\$	-	60,320
Supplies and Materials	╀		
SC - Outreach materials (printing, flyers, banners, signage, etc)	\$	3,638.00	
IVC - Supplies and outreach materials, duplicating	\$	1,622.00	
	\$	-	
	\$	-	
	\$ \$	-	
	\$	-	
	\$	-	5,260
Other Operating Expenses and Services SC - (Travel for 2 - American College Health Association annual conference = \$5,200)(Professional	⊢		92,450
Development for Active Minds Chapter = \$3,000)(Event - Art with an Impact = \$4,000)(Event - Relay for Life = \$3,000)(Event - Send Silence Packing = \$15,000) IVC - (publications - educational materials = \$10,000)(Workshops - Sexual Assault Week = \$2,500, Mental Health = \$2,500, Suicide Walk of Hope = \$5,000, and faculty training = \$1,250)(Event - Mental	\$	30,200.00	
Health Summit = \$10,000)(Professional Development/travel for staff = \$15,750)(Other district event support = \$5,250)(Outreach = \$10,000)	\$	62,250.00	
I	\$	-	

DISTRICT: South Orange

GRANT #: 19-036-014

APPLICATION BUDGET DETAIL SHEET

Exhibit B-1

Classification	PF	ROJECT BUDGET	
	\$	500,000	
	\$	-	
Capital Outlay	\$	-	
	\$	-	
	\$	-	0.00
Other Outgo	\$	-	
	\$	-	0.00
TOTAL DIRECT COSTS:	\$	480,770	
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):	\$	19,230	
TOTAL COSTS:	\$	500,000	

PROJECT: 2019-20 Mental Health Services Gran

DISTRICT: South Orange

RFA NUMBER: 19-036-014

APPLICATION BUDGET SUMMARY

NOTE: Submit details explaining the expenditures by category on the Application Budget Detail Sheet.

Ol Island Componential September 27 Subggs, y or		TOTAL PROJECT FUNDS REQUESTED
Classification	Line	\$ 500,000
INSTRUCTIONAL SALARIES	1	\$ 9,000
NONINSTRUCTIONAL SALARIES	2	\$ 313,740
EMPLOYEE BENEFITS	3	\$ 60,320
SUPPLIES AND MATERIALS	4	\$ 5,260
OTHER OPERATING EXPENSES AND SERVICES	5	\$ 92,450
CAPITAL OUTLAY	6	\$ 0
OTHER OUTGO	7	\$ 0
TOTAL DIRECT COSTS:	8	\$ 480,770
TOTAL INDIRECT COSTS (Not to exceed 4% of Direct Costs):	9	\$ 19,230
TOTAL COSTS:	10	\$ 500,000

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

Exhibit A-1

Illustrate the existence or planned partnerships between the college district/college and the county behavioral health department to address complex mental health needs of students based on the extent to which there are students whose needs cannot be met through their health insurance or Medi-Cal. Objective:

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
			June 2020 - December 2020	SC - Dr. Lisa Schenitzki
1.1	Saddleback and Irvine Valley will develop new and sustain existing community referral sources and develop follow-up protocols and reduce barriers to students accessing referrals.	Increase the number of community referral sources by 20%, a written referral protocol will be developed, all existing and incoming staff will be trained on new referral protocol, and structural barriers will be identified and resolved.		IVC - Dir. Montgomery
	Saddleback and Irvine Valley will formalize and expand Orange	Increase number of students referred to off-campus treatment	September 2020 - December 2021	SC - Dr. Jeanne Harris- Caldwell; OC Behavioral Health (OC CREW)
<u> </u>	referrals for students with complex behavioral health needs.	providers by 10%		IVC - Dir. Montgomery, MSN; S. Lavino, MFT
1.3	Saddleback will identify Community Referrals for alcohol/drug/detox treatment services with low cost, county programs, and support groups.	Increase number of students for whom alcohol/drug/detox referral services are provided by 10%; A direct referral for alcohol/drug/opiate and detox treatment list will be developed and distributed to all 40,000 enrolled students each year.	June 2020 - May 2021	SC - Dr. Jeanne Harris- Caldwell; Lake Forest Family Resource Center; Camino Health Center; Laguna Beach Community Clinic

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

Exhibit A-1

Responsible Person(s) **SC** - Dr. Jeanne Harris-Caldwell IVC - Dir. Montgomery, MSN; S. Lavino, MFT Illustrate the existence or planned partnerships between the college district/college and the county behavioral health department to address complex mental health needs of May 2020 - May 2021 Timelines students based on the extent to which there are students whose needs cannot be met through their health insurance or Medi-Cal. Within 12 months, a referral and existing mental health partners list will be complete and distributed via Sherpa to 15,000 enrolled Performance Outcomes students. Saddleback and Irvine Valley will increase referral partners to existing and new local mental health providers for low cost to no cost mentla health services Activities Objective: 1.4 1.5 9.

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan)

Objectives Exhibit A-1

Responsible Person(s) Illustrate the existence or planned partnerships between the college district/college and the county behavioral health department to address complex mental health needs of Timelines students based on the extent to which there are students whose needs cannot be met through their health insurance or Medi-Cal. Performance Outcomes Activities Objective: 1.7 6. **1**.9

IVC - Eric Garcia/Ezekiel Hall, Veteran Center; Dr.

Miatta Snetter

20-25 veteran students at intake will be screened for PTSD and referred as needed monthly to the on-campus Veteran Psychologist

Irvine Valley will incorporate VA PTSD screening tool for all veterans at

intake

2.3

Board of Governors of the California Community Colleges

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

Exhibit A-1

Responsible Person(s) IVC - Dir. Montgomery, RN; Stacy Lavino, MFT Caldwell; Student Health Services (SHS) staff Provide screening services to students receiving other health care services and provide linkages to services from the appropriate on- or off-campus mental health provider. SC - Dr. Jeanne Harris-SC - SHS staff; Digital Media staff May 2020 - June 2021 May 2020 - Dec 2021 June 2021 - ongoing Timelines Saddleback will update and improve usability of website to centralize and Use Google Analytics to track visits to SHS website. After website make more accessible information about campus and community upgrade, visits to SHS website and related links will increase by at least resources related to mental health Saddleback and Irvine Valley Health Centers will administer PHQ-9 to all Increase number of students visiting the SC/IVC Health Centers who students who report for medical visits Performance Outcomes Activities students who report for medical visits Objective: 2.1 2.2

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan)

Provide screening services to students receiving other health care services and provide linkages to services from the appropriate on- or off-campus mental health provider. **Exhibit A-1 Objectives**

Objective:

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.4	Saddleback will continue the campus-wide campaign to increase access to resources via bulletin boards, electronic marquees, school radio station (KSBR), school television station, and school newspaper (Lariat).	Mental Health Awareness campaign will have launched 25 announcements by May 2021 and 40 announcements by Dec 2021	August 2020 - December 2021	SC - SHS staff, Digital Media staff
2.5	Irvine Valley will create a phone consultation protocol for campus health services to connect students with more severe mental health has protocol will be completed and accessible to the 15,000 needs and substance use to county and non-profit collaborating students on campus via the HWC website partners	A protocol will be completed and accessible to the 15,000 students on campus via the HWC website	May 2020 - ongoing	IVC - Dir. Montgomery, RN, MSN; Stacy Lavino, MFT
2.6	Irvine Valley will continue developing the protocol that will establish and connect students with more severe mental health needs to county agencies and substance abuse agencies	The taskforce will have developed a protocol and distributed information to over 600 student service staff and faculty for after hours crisis situations and what to do instructions	May 2020 - ongoing	IVC - Dir. Montgomery, RN, MSN; Stacy Lavino, MFT

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

Obje	Objective: 2			
Provi	Provide screening services to students receiving other health care services and provide linkages to services from the appropriate on- or off-campus mental health provider.	ervices and provide linkages to services from the appropriate c	on- or off-campus me	ntal health provider.
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
2.7	Saddleback and Irvine Valley will update and continue to provide resource/referral list to students for low to no cost mental health services for students to access.	Mental health services provider list will be enhanced and 50-75 students per day will receive the list in person from the HWC and online	May 2020 - Nov 2020	SC - Dr. Jeanne Harris- Caldwell; Digital Media staff IVC - Dir. Montgomery, RN, MSN; Stacy Lavino, MFT; Health Center Staff
2.8				
2.9				

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

Ob j	Objective: 3Ensure that underserved and vulnerable student populations receive	e culturally competent mental health services and referral services	ces		
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)	
2.5	Saddleback and Irvine Valley will educate/train faculty and staff regarding LGBTIQ Safe Zone and support groups on campus	Increase the number of faculty and staff receiving Safe Zone training to 50 per semester	June 2020 - June 2021	SC - Dr. Jeanne Harris- Caldwell; LBGTIQ Safe Zone IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT	
3.2	Irvine Valley will provide VA trained Psychologist with trauma and Military Sexual Trauma expertise for veterans 24 hours/week	Within 12 months of services from the on-campus veteran's psychologist, a 10% increase will be achieved in veteran persistence rates	May 2020 - April 2021	IVC - Dr. Miatta Snetter	
3.3	Saddleback will partner with OC Behavioral Health to provide cultural competency training for SHS staff as well as faculty and staff across campus	Increase the number of faculty and staff trained in multicultural competency to 300 by the end of the grant	Sept 2020 - May 2021	SC - SHS Staff; OC Behavioral Health representatives	aye 20 01 42

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

و	Objective: 3			
Enst	t underserved and vulnerable student populations receiv	re culturally competent mental health services and referral services	ices	
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.6	Saddleback and Irvine Valley will implement specific outreach to English as a Second Language (ESL) faculty/staff/students.	Provide 10 classroom outreach presentations per semester, reaching ~250 students per semester	Oct 2020 - March 2021	SC - Dr. Lisa Schenitzki; Dean of Liberal Arts division; ESL faculty IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT; AESL faculty
3.5	Irvine Valley will partner with Behavioral Health Department and Long Beach VA for suicide trainings quarterly and for campus mental health providers to increase training of "Start the Conversation" to monthly	After 12 months of suicide education/intervention trainings, over 250 faculty will be trained in proper crisis intervention and identification and for referral or suicidal students	May 2020 - April 2021	IVC - Dr. Montgomery, RN, MSN; Stacy Lavino, MFT
3.6	Saddleback and Irvine Valley will provide each student with a resource/referral list for culturally specific low to no-cost mental health	Increase the number of students receiving referrals in person and online for mental health services to 20 per day	May 2020 - June 2021	SC - Dr. Jeanne Harris- Caldwell IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan)

2	Objective: 3			
Enst	t underserved and vulnerable student populations receiv	re culturally competent mental health services and referral services	ices	
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
3.7	Irvine Valley will partner with EOPS and Foster Youth groups to provide monthly workshops and educational support groups with mental health building skills trainings	Within 12 months, 150 EOPS/Foster Youth students will have a 50% increase in mental health resiliency and skills noted on pre- and post-tests in workshops	May 2020 - April 2021	IVC - Dir. Montgomery, MSN, Stacy Lavino, MFT; EOPS Counselor
3.8	Saddleback will maintain and expand the one-stop shop (food, clothing, homelessness resources) for foster youth and homeless.	Will provide services to 5% of all students on campus	Sept 2020 - June 2021	SC - Dr. Jeanne Harris- Caldwell; EOPS Counselor
3.9	Saddleback will hire a Case Manager with grant funds to provide coordination for underserved and vulnerable students, connecting them with community-based services	Increase number of students for whom case management services are provided to 10% of total students seen for mental health services at SHS	Sept 2020 - May 2021	SC - Dr. Jeanne Harris-

DISTRICT: South Orange

STRICT. SOUTH CHANGE

GRANT #: 19-036-014

Statement of Work (Annual Workplan)
Objectives

Exhibit A-1

Responsible Person(s) SC - Dr. Jeanne Harris-Caldwell: Digital Media May 2020 - June 2021 Timelines Ensure that underserved and vulnerable student populations receive culturally competent mental health services and referral services **Performance Outcomes** Activities Objective:

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

g	Objective: 4			
Ϋ́	Reduce racial disparities in access to mental health services, and to prevention, early intervention, and suicide prevention training	prevention, early intervention, and suicide prevention training		
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4. L:	 Irvine Valley will plan a Suicide Awareness "Walk of Hope" event on campus, partnering with county behavioral health department, local and on-campus police, outside mental health providers, yoga, massage therapists and will have giveaways for all to increase awareness & prevention of suicide 	300 staff/faculty/students and community members will attend the educational outreach event	May 2020 - May 2021	IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT
4.2	Saddleback will provide psychiatric care on campus one day per month for students who would otherwise be unable to access this service.	Psychiatrist will provide mental health services to 40 students per month	Aug 2020 - May 2021	SC - Dr. Jeanne Harris- Caldwell; Part-time Psychiatrist (grant-funded)
4.3	Saddleback and Irvine Valley will organize and collect data using focus groups on campus to identify mental health needs and shortfalls of students on campus	4 focus groups will be organized with a diverse group of student leaders, faculty and staff	May 2020 - May 2021	SC - Dr. Jeanne Harris- Caldwell IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT; Health Center Staff, Student Government, Student Life

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

	ss to mental health services, and to prevention, early intervention, and suicide prevention training
	intervention,
	prevention, early
	services, and to
	to mental health
4	isparities in access
Objective:	Reduce racial dis

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
			May 2020 - June 2021	SC - Dr. Lisa Schenitzki
4.4	Saddleback and Irvine Valley will provide Suicide Intervention Education trainings to staff/faculty/students	Increase number of staff/faculty/students who receive training on Suicide Intervention/Education to 60		IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT
4.5	Saddleback will provide outreach to students at off-campus adult education program sites	Number of adult education students who leam about available mental health services and other available resources will increase to 250 per year	May 2020 - June 2021	SC - Dr. Lisa Schenitzki; Dr. Susan Donelson, Associate Director, Adult Education
9.4	Saddleback and Irvine Valley will partner with Associated Student Government (ASG), and other campus programs and clubs to reach students who would not otherwise have access to services	Increase number of student clubs/organizations/programs that receive outreach presentations to 10 clubs per year	May 2020 - June 2021	SC - Dr. Lisa Schenitzki; ASG committee; student clubs IVC - Dir. Montgomery, MSN; Ezekiel Hall, Veterans Staff; Dir.

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan)

Objectives

	rson(s)	arris-	nris- ded, gist	
	Responsible Per	SC - Dr. Jeanne He Caldwell	SC - Dr. Jeanne Ha Caldwell; Grant-fun part-time Psycholog	
	Timelines	May 2020 - June 2021	August 2020 - June 8	
prevention, early intervention, and suicide prevention training	Performance Outcomes	Increase the number of non-English speaking students receiving mental health services by 5% per year	Psychologist will be employed at SHS 72 hours per month and will provide services (direct contact, outreach)	
4ial disparities in access to mental health services, and	Activities	Saddleback will provide on-demand interpreter services in over 150 languages for any non-English speaking or ESL student seeking services from the SHS	Saddleback will hire a part-time clinical psychologist (grant-funded) to provide mental health services on campus, including prevention and early intervention for students at risk for suicide	
Obje Redu	#	4.7	4.8	4.9
	Objective: 4 Reduce racial disparities in access to mental health services, and to prevention, early intervention, and suicide prevention training	disparities in access to mental health services, and to prevention, early intervention, and suicide prevention training Activities Activities	aial disparities in access to mental health services, and to prevention, early intervention, and suicide prevention training Activities May 2020 - June 2021 Anne 2021 Anne 2021 Anne 2021 Anne 2021 Anne 2021 Anne SHS	Activities in access to mental health services, and to prevention, early intervention, and suicide prevention training Activities

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan)

Objectives

Obj Dev	Objective: 5 Develop and implement campus-based stigma reduction activities			
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
ن . 1	Saddleback and Irvine Valley will work with student groups to grow Active Minds Chapters on campuses	Membership in Active Minds chapters will be increased on each campus with a minimum of 30 students and 3 faculty actively involved	May 2020 - Dec 2021	SC - Dr. Jeanne Harris- Caldwell; Active Minds IVC - Dir. Montgomery, MSN: Student Life Dir. Heard-Johnson; Active Minds
5.2	Saddleback will create and Irvine Valley will maintain a peer mentor mental health stigma reducing student group with the Student Government and Student Life divisions, modeled after both colleges' current Veteran peer-to-peer mentor programs	Peer-to-peer mentor program with 25 students will be trained and implemented	May 2020 - April 2021	SC - Dr. Lisa Schenitzki; ASG committee; Student Life IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT; Student Life Dir. Heard- Johnson
5.3	Saddleback and Irvine Valley will organize mental health awareness months for Sexual Assault, Depression, Domestic Violence, and Suicide Prevention/Awareness throughout the school year	Mental awareness, educational and promotion events will be completed on campus for students, stafffaculty, reaching over 4000 students, staff and faculty	May 2020 - June 2021	SC - Dr. Jeanne Harris- Caldwell; ASG IVC - Dir. Montgomery, MSN, Stacy Lavino, MFT; ASG

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

Obje	Objective: 5			
Dev	Develop and implement campus-based stigma reduction activities			
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.4	Saddleback will continue campus-wide media campaign to increase awareness and reduce stigma. Include college radio station (KSBR), college newspaper (Lariat) and college television station	Produce 12 media announcements per year to all students, staff and faculty	May 2020 - Dec 2021	SC - Dr. Jeanne Harris- Caldwell; Digital Media position (grant-funded)
5.5				
5.6				

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan)

Objectives

Exhibit A-1

2

Objective:

Deve	Develop and implement campus-based stigma reduction activities			
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
5.7				
5.8				
5.9				age 37 of 42

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

Exhibit A-1

Implement education and training to faculty, staff and students on early identification, intervention, and referral of students with mental health needs. College/Districts should focus on maximizing utilization of existing resources, including Kognito online suicide prevention gatekeeper training. Objective:

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
<u>~</u>		All students who indicate suicide ideation will be cared for with the Suicide Prevention Blueprint Plan and receive the benefits of this comprehensive approach to suicide prevention at both colleges. The	Jan 2021 - ongoing	SC - Dr. Jeanne Harris- Caldwell; Dr. Lisa Schenitzki; Behavioral Health Agencies
5	spot treatment in partnership with the Behavioral Health Department's CAT team and treatment with Psychiatric services on-site. The colleges will develop "Connectedness and Life Skills" building educational programs as well as provide postvention support, follow up and case management.	colleges will case manage any and all students with any suicide ideation and promote skills building and education programs to the entire campus each semester		IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT; Case manager (grant- funded)
			May 2020 - Dec 2021	SC - Dr. Lisa Schenitzki
6.2	 Saddleback and Irvine Valley will plan mental health week during professional development week, new student orientation, and veteran orientation for staff, faculty and students. The colleges will partner with Orange County Mental Health department, non-profit providers, and Long Beach VA on campus 	During professional development week, student and veteran orientations, a minimum of 4 suicide intervention/education classes and mental health stress tool in-service classes will be provided on campus		IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT; Health Center Staff
6.3	Saddleback and Irvine Valley will continue to distribute "Managing Distressed, Disruptive, and Threatening Students" to all faculty and staff;	All academic divisions will receive information and copies will be available both in hardcopy and on the Student Health Center websites	May 2020 - April 2021	SC - Dr. Jeanne Harris- Caldwell; Academic Deans
				IVC - Dir. Montgomery, MSN

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

Exhibit A-1

Implement education and training to faculty, staff and students on early identification, intervention, and referral of students with mental health needs. College/Districts should focus on maximizing utilization of existing resources, including Kognito online suicide prevention gatekeeper training. Objective:

#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
4.9		50 staff/faculty and 50 students per college will complete online Kognito	May 2020 - Dec 2021	SC - Dr. Jeanne Harris- Caldwell; Academic Deans
	through outreach and incentives for students.	trainings each year		IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT; Marketing Exec. Dir. Oaks
ų	Saddleback and Irvine Valley will organize presentations by community partners to students, staff and faculty twice annually and during Sexual	Increase number of students, staff and faculty who receive	Oct 2020, April 2021, Oct 2021	SC - Dr. Lisa Schenitzki; OC Behavioral Health Agencies
?		presentations of mental freatin awareness to 500 students, stall and faculty per year.		IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT; OC Behavioral Health Agencies
U	Saddleback and Irvine Valley will promote the Chancellor's Office Crisis	Pietikuta Pieis Tordina "vadlaa" ta divisians through and the	May 2020 - Dec 2021	SC - Dr. Jeanne Harris- Caldwell; SHS Staff; Academic Deans
		ממווסמים כומוס ו באחווים ומסוממא זמ מואוסמים מווימתם כמוו למיים באחווים מחווים		IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT; HWC Staff

DISTRICT: South Orange

GRANT #: 19-036-014

Statement of Work (Annual Workplan) Objectives

Exhibit A-1

Obj	Objective: 6			
Impl focu	Implement education and training to faculty, staff and students on early identification, intervention, and referral of students with mental health needs. College/Districts should focus on maximizing utilization of existing resources, including Kognito online suicide prevention gatekeeper training.	irly identification, intervention, and referral of students with me ito online suicide prevention gatekeeper training.	ental health needs. Co	ollege/Districts should
#	Activities	Performance Outcomes	Timelines	Responsible Person(s)
6.7	Saddleback and Irvine Valley will form a Mental Health Task Force to include faculty/staff, students, health center staff and mental health providers on campus and collaborating with partners to track each college's progress in adhering to the proposed workplan.	The Task Force will develop clear policy/procedures for referral, resources and guides for employees at both campuses to use when interacting with students	June 2020 - Aug 2021	SC - Dr. Jeanne Harris- Caldwell; SHS Staff IVC - Dir. Montgomery, MSN; Stacy Lavino, MFT; HWC Staff
6.8				
6.9				

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT UNIT APPLYING: SADDLEBACK COLLEGE

() GRANT APPLICATION ABSTRACT (x) GRANT ACCEPTANCE ABSTRACT () GRANT RENEWAL ACCEPTANCE ABSTRACT () REVISIONS TO ACCEPTANCE ABSTRACT

- 1. PROJECT TITLE: Building Stronger Mental Health Connections for Student Success
- 2. PROJECT DIRECTOR: Jeanne Harris-Caldwell
- 3. PROJECT ADMINISTRATOR: Juan Avalos
- 4. **GRANTOR AGENCY: California Community Colleges Chancellor's Office**
- 5. **FUNDING SOURCE: Proposition 63 (Mental Health Services Act)**
- STARTING AND ENDING DATES OF THE PROJECT: 5/1/2020 12/31/2021 6.
- 7. **EXECUTIVE SUMMARY OF THE PROJECT (limit 125 words):**

Building Stronger Mental Health Connections for Student Success is a collaborative effort to improve and expand Saddleback College and Irvine Valley College's ability to provide meaningful and life affecting mental health wellness services for SOCCCD's students. Both colleges will expand, enhance and supplement existing programs and current grant activities for training faculty and staff and for reaching, screening, and providing services to students who otherwise would not have access to services.

Q	CHMMAD	Y BUDGET
ð.	SUIVIVIAR	Y BUDUTL

Grant In Kind **Indirect Project** Award **Matching** Costs Total \$500,000 \$500,000 \$000 \$19,230

9. **APPROVALS**

> Digitally signed by Jeanne Harris-Jeanne Harris-Caldwell Caldwell

Date: 2020.11.17 10:44:02 -08'00'

Division/School Dean

Chancellor

Juan Avalos Digitally signed by Juan Avalos Date: 2020.11.18 09:10:34 -08'00'

Vice President of Student Services

Vice Chancellor of Learning Services

Digitally signed by Elliot Stern Date: 2020.11.17 10:27:48 -08'00'

Digitally signed by Cory Wathen Cory Wathen Date: 2020.11.18 16:23:55

President

Vice President, College Administrative Services

Revised: 9-10-01

EXPENDITURES SUMMARY

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

	GRANT Saddleback (Amount)	GRANT Irvine Valley (Amount)	SOURCE OF MATCH (Partnership/ College/Vendor)
1000 Certificated Salaries	<u>\$</u>	_\$_9,000	
2000 Classified Salaries	\$ 188,800	\$ 124,940	
3000 Benefits	\$ 17,747	\$ 42,573	
4000 Supplies	\$ 3,638	\$ 1,622	
5000 Contracted Services and Other Expenses	\$ 30,200	\$ 62,250	
6000 Capital Outlay			
7000 Other Outgo	\$	\$\$	
Other Charges (e.g.: Indirect Costs)	\$ 9,615	\$ 9,615	
TOTALS	\$ 250,000	\$ 250,000	

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

	Positions	Full-Time P	art-Time	New	Existing
1. 2. 3.	Classified Manager Faculty Classified Staff	[] [] []	[] [] [X]	[] []	[] [] [X]

PARTNERSHIPS (if applicable)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 12/14/20

ITEM:

TO: Board of Trustees

FROM: Dr. Kathleen F. Burke, Chancellor

RE: SOCCCD: Grant Agreement, US Department of Education –

Developing Hispanic Serving Institutions (DHSI) Program – Title V

ACTION: Approval

BACKGROUND

On February 24, 2020, Saddleback College submitted a grant proposal to the US Department of Education's Developing Hispanic Serving Institutions (DHSI) Program. The DHSI program provides grants to assist Hispanic Serving Institutions (HSI) to expand educational opportunities for, and improve the attainment of, Hispanic and low-income students. These grants also enable HSIs to expand and enhance their academic offerings, program quality, and institutional stability.

STATUS

On September 3, 2020, the District received notification from the US Department of Education that Saddleback College's proposal titled "Closing the Gap: Ensuring Student Equity in Access and Achievement" was selected for funding. The US Department of Education grant agreement awards \$600,000 per year for five years, for a total award amount of \$3,000,000 starting October 1, 2020 through September 30, 2025. The Agreement and the grant application abstract are presented in Exhibit A. The funding from this grant award will help catalyze an institutional transformation to eliminate equity gaps and to better support Hispanic and low-income students, while enhancing the educational opportunities for all Saddleback students.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the grant agreement from the US Department of Education for Developing Hispanic Serving Institutions Program – Title V, accept the award of \$3,000,000, and authorize the Vice Chancellor of Business Services, or designee, to execute the grant award agreement.



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

1	RECIPIENT NAME	2 AWARD INFORMATION
	South Orange County CCD DBA Saddleback College 28000 Marguerite Parkway Mission Viejo, CA 92692	PR/AWARD NUMBER P031S200244 ACTION NUMBER 1 ACTION TYPE New AWARD TYPE Discretionary (Research and Development)
3	PROJECT STAFF	PROJECT TITLE
	RECIPIENT PROJECT DIRECTOR Nicola Perry (949) 582-4873 nperry@saddleback.edu EDUCATION PROGRAM CONTACT Njeri M Clark (202) 453-6224 njeri.clark@ed.gov EDUCATION PAYMENT HOTLINE G5 PAYEE HELPDESK 888-336-8930 edcaps.user@ed.gov	84.031S Closing the Gap: Ensuring Equity in Access and Achievement
5	KEY PERSONNEL	
	NAME TITLE Nicola Perry Project Director	<u>LEVEL OF EFFORT</u> 25 %
6	AWARD PERIODS	
	BUDGET PERIOD 10/01/2020 - PERFORMANCE PERIOD 10/01/2020 - FUTURE BUDGET PERIODS BUDGET PERIOD DATE 2 10/01/2021 - 09/2 3 10/01/2022 - 09/2 4 10/01/2023 - 09/2 5 10/01/2024 - 09/2	AMOUNT 30/2022 \$600,000.00 30/2023 \$600,000.00 30/2024 \$600,000.00
7	AUTHORIZED FUNDING	
	THIS ACTION BUDGET PERIOD PERFORMANCE PERIOD	\$600,000.00 \$600,000.00 \$600,000.00
8	ADMINISTRATIVE INFORMATION	
	DUNS/SSN 799534115 REGULATIONS CFR PART 74, 75, 77, 79, EDGAR AS APPLICABL 2 CFR AS APPLICABLE	82, 84, 85, 86, 97, 98, and 99 E . 13, 14, B OPE-2, E-3, E1, E2, E4, E5
9	LEGISLATIVE AND FISCAL DATA	
		LE V HIGHER EDUCATION ACT, AS AMENDED CATION - INSTITUTIONAL AID



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

ı	FUND	FUNDING	AWARD	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT	AMOUNT
	CODE	YEAR	YEAR						CLASS	
	0201A	2020	2020	EP000000	В	J29	000	031	4101C	\$600,000.00

10 PR/AWARD NUMBER: P031S200244

RECIPIENT NAME: South Orange County CCD DBA Saddleback College

GRANTEE NAME: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

28000 MARGUERITE PKWY,

MISSION VIEJO, CA 92692 - 3635

PROGRAM INDIRECT COST TYPE: No Indirect cost allowed

PROJECT INDIRECT COST RATE: NA

TERMS AND CONDITIONS

- (1) THE FOLLOWING ITEMS ARE INCORPORATED IN THE GRANT AGREEMENT:
 - 1) THE RECIPIENT'S APPLICATION (BLOCK 2);
 - 2) THE APPLICABLE EDUCATION DEPARTMENT REGULATIONS: 2 CFR PART 180, NONPROCUREMENT DEBARMENT AND SUSPENSION AS ADOPTED AT 2 CFR PART 3485; 2 CFR PART 200 AS ADOPTED AT 2 CFR 3474 (BLOCK 8), AND 34 CFR PARTS 75, 77, 79, 81, 82, 84, 86, 97, 98, 99; AND THE PROGRAM REGULATIONS SPECIFIED IN BLOCK 8; AND
 - 3) THE SPECIAL TERMS AND CONDITIONS SHOWN AS ATTACHMENTS IN BLOCK 8 ON THE INITIAL AWARD APPLY UNTIL CHANGED.

THIS AWARD SUPPORTS ONLY THE BUDGET PERIOD SHOWN IN BLOCK 6. IN ACCORDANCE WITH 34 CFR 75.253, THE SECRETARY CONSIDERS, AMONG OTHER THINGS, CONTINUED FUNDING IF:

- 1) CONGRESS HAS APPROPRIATED SUFFICIENT FUNDS UNDER THE PROGRAM,
- 2) THE DEPARTMENT DETERMINES THAT CONTINUING THE PROJECT WOULD BE IN THE BEST INTEREST OF THE GOVERNMENT,
- 3) THE GRANTEE HAS MADE SUBSTANTIAL PROGRESS TOWARD MEETING THE GOALS AND OBJECTIVES OF THE PROJECT,
- 4) THE SECRETARY ESTABLISHED PERFORMANCE MEASUREMENT REQUIREMENTS FOR THE GRANT IN THE APPLICATION NOTICE, THE PERFORMANCE TARGETS IN THE GRANTEE'S APPROVED APPLICATION,
- 5) THE RECIPIENT HAS SUBMITTED REPORTS OF PROJECT PERFORMANCE AND BUDGET EXPENDITURES THAT MEET THE REPORTING REQUIREMENTS FOUND AT 34 CFR 75.118, 2 CFR 200.327 AND 200.328, AND ANY OTHER REPORTING REQUIREMENTS ESTABLISHED BY THE SECRETARY, 6) THE GRANTEE HAS MAINTAINED FINANCIAL AND ADMINISTRATIVE MANAGEMENT SYSTEMS THAT MEET THE REQUIREMENTS IN 2 CFR 200.302, FINANCIAL MANAGEMENT, AND 2 CFR 200.303, INTERNAL CONTROLS.

IN ACCORDANCE WITH 2 CFR 200.308(c)(2) CHANGES TO KEY PERSONNEL IDENTIFIED IN BLOCK 5 MUST RECEIVE PRIOR APPROVAL FROM THE DEPARTMENT.

THE SECRETARY ANTICIPATES FUTURE FUNDING FOR THIS AWARD ACCORDING TO THE SCHEDULE IDENTIFIED IN BLOCK 6. THESE FIGURES ARE ESTIMATES ONLY AND DO NOT BIND THE SECRETARY TO FUNDING THE AWARD FOR THESE PERIODS OR FOR THE SPECIFIC AMOUNTS SHOWN. THE RECIPIENT WILL BE NOTIFIED OF SPECIFIC FUTURE FUNDING ACTIONS THAT THE SECRETARY TAKES FOR THIS AWARD.

(2) The Office of Management and Budget requires all Federal agencies to assign a Federal Award Identifying Number (FAIN) to each of their financial assistance awards. The PR/AWARD NUMBER identified in Block 2 is your FAIN.



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

If subawards are permitted under this grant, and you choose to make subawards, you must document the assigned PR/AWARD NUMBER (FAIN) identified in Block 2 of this Grant Award Notification on each subaward made under this grant. The term subaward means:

- 1. A legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- 2. The term does not include your procurement of property and services needed to carry out the project or program (The payments received for goods or services provided as a contractor are not Federal awards, see 2 CFR 200.501(f) of the OMB Uniform Guidance: "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").
- 3. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
- (3) You are authorized, in carrying out this grant, to utilize the higher threshold set for micro-purchase and simplified acquisition thresholds for federal assistance under this grant or under a contract you award under this grant established by recent statutory changes. These statutory changes raise the threshold for micro-purchases under Federal financial assistance awards to \$10,000 and raise the threshold for simplified acquisitions to \$250,000 for recipients. These higher thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR) at 48 CFR Subpart 2.1 (Definitions), which has not yet occurred. See 2 CFR 200.67 and 200.88. For FY 2018, OMB is granting an exception allowing recipients to use the higher thresholds in advance of changes to the FAR. Please refer to Office of Management and Budget's Memorandum 18-18 regarding the statutory changes. If you have any questions about these regulations, please contact the program officer identified in Block 3 of this GAN.
- (4) Unless this grant solely funds research, you must comply with new regulations regarding awards to faith-based organizations (FBOs) that provide beneficiary services under this grant or under a contract you award to provide beneficiary services under this grant. These new regulations clarify the rights of FBOs and impose certain duties on FBOs regarding the referral of beneficiaries they serve. See 34 CFR 75.52, 75.712-75.714, appendix A to part 75, and 2 CFR 3474.15. The Department has established a web page that provides guidance on the new regulations, including FAQs and other implementation tools, which is available at http://www2.ed.gov/policy/fund/reg/fbci-reg.html. If you have any questions about these regulations, please contact the Education Program Contact identified in Block 3 of this GAN.
- (5) Reimbursement of indirect costs is subject to the availability of funds and statutory and regulatory restrictions. The negotiated indirect cost rate agreement authorizes a non-Federal entity to draw down indirect costs from the grant awards. The following conditions apply to the below entities.
 - A. All entities (other than institutions of higher education (IHE))

The GAN for this grant award shows the indirect cost rate that applies on the date of the initial grant for this project. However, after the initial grant date, when a new indirect cost rate agreement is negotiated, the newly approved indirect cost rate supersedes the indirect cost rate shown on the GAN for the initial grant. This new indirect cost rate should be applied according to the period specified in the indirect cost rate agreement, unless expressly limited under EDGAR or program regulations. Any grant award with an approved budget can amend the budget to account for a change in the indirect cost rate. However, for a discretionary grant award any material changes to the budget which may impact the scope or objectives of the grant must be discussed with the program officer at the Department. See 34 CFR 75.560 (d)(3) (ii) (part 75 of EDGAR).

B. Institutions of higher education (IHE)

Under 2 CFR part 200, Appendix III, Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs), the Department must apply the negotiated indirect cost rate in effect on the date of the initial grant award to every budget period of the project, including all continuation grants made for this project. See 2 CFR Part 200, Appendix III, paragraph C.7. Therefore, the GAN for each continuation grant will show

EXHIBIT A Page 4 of 48

P031S200244



US Department of Education Washington, D.C. 20202

GRANT AWARD NOTIFICATION

the original indirect cost rate and it applies to the entire period of performance of this project. If the indirect cost rate agreement that is applicable to this grant does not extend to the end of the grant s project period, the indirect cost rate set at the start of the project period must still be applied to the end of project period regardless of the fact that the rate has otherwise expired.

Validity unknows Digitally signed by Njeri Cla Date: Thu Sep 03 18:56:52 EDT 2020 **AUTHORIZING OFFICIAL** DATE

EXPLANATION OF BLOCKS ON THE GRANT AWARD NOTIFICATION ^{Page 5} of 48

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 businessmanagement 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 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.

^{*} This item differs or does not appear on formula and block grants.

UNITED STATES DEPARTMENT OF EDUCATION OFFICE OF THE CHIEF FINANCIAL OFFICER & CHIEF INFORMATION OFFICER

Nicola Perry South Orange County CCD DBA Saddleback College 28000 Marguerite Parkway

Mission Viejo, CA 92692

SUBJECT: Payee Verification for Grant Award P031S200244

This is to inform you of the payee for the above listed grant award issued by the United States Department of Education

Grantee DUNS/SSN: 799534115

Grantee Name: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

Payee DUNS/SSN: 799534115

Payee Name: SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

If any of the above information is not correct, please contact a Payee Customer Support Representative at 1-888-336-8930. Please send all the correspondence relating to the payee or bank information changes to the following address:

U.S. Department of Education 550 12th Street, SW Room 6087 Washington, DC 20202

Attn: Stephanie Barnes Phone: 202-245-8006

GRANT ATTACHMENT 1 PAGE 1 OF 2

SPECIFIC GRANT CONDITIONS FOR PAYMENTS

THE G5 PAYMENTS MODULE

Payments under this award will be made through the Payments module of the U.S. Department of Education's (Department) electronic grants system, G5. G5 is administered by the Office of Finance and Operations, Office of Business Support Services.

The internet address for G5 is https://www.g5.gov. To access the G5 Payments module, grantee representatives must have individual G5 accounts under their personal name and unique email address, with the Payee role assigned and associated to the Unique Entity Identifier (UEI)* of the grantee organization. The UEI number is identified in **Block 8** of the **Grant Award Notification**.

To establish a G5 Payee account, go to the "Not Registered? Sign Up" link on the G5 Home Page and follow the prompts to create an account. When prompted to select a role, choose "Payee (Full Access)," enter the reqested information, including UEI of the grantee organization, and click "Submit." This will generate an External User Access Request Form, which must be printed out, signed by an authorizing official of the grantee organization, notarized (universities may use a university stamp), and mailed to the following address:

U.S. Department of Education
Office of Finance and Operations
Mail Stop 7062
Attn: G5 Functional Application Team
400 Maryland Avenue, SW
Washington, DC 20202

In addition to establishing individual Payee account(s) in G5, new grantees are required to provide depositor account information via a completed SF1199A form. Multiple Payee users can be associated to a particular grantee institution in the G5 system, allowing for back-up Payee users to draw funds when a primary Payee user is away.

Payee users may begin requesting funds for the grantee once the award authorization is entered into G5, the award start date is reached, and a completed SF1199A is received and processed by the Department (if one does not already exist for a previous award).

The Department of Education's On Demand Training can be found by clicking on the "Help" menu at https://www.g5.gov. The guide provides detailed instructions on all G5 processes. For additional assistance, grantees may contact the G5 Hotline at (888) 336-8930. The Hotline is available Monday through Friday, from 8 a.m. to 6 p.m. Eastern time, except on Federal holidays.

GRANT ATTACHMENT 1 PAGE 2 OF 2

REQUESTING FUNDS USING THE G5 PAYMENTS MODULE

To access the G5 Payments module, payees need a web browser (such as Microsoft Internet Explorer) and Internet connectivity. Payees will request funds by award using **the PR/Award Number** found in **Block 5** of the **Grant Award Notification**. Instructions for navigating through the G5 Payments screens to make a payment request are provided in the G5 On Demand training located under the "Help" link.

G5 users with the Payee role who are unable to access G5 may request funds by calling the G5 Hotline at (888)336-8930.

AWARD INFORMATION

G5 users with the Payee role can view the following information in G5 on grant awards associated to the UEI on their account:

- Net authorization and authorization history;
- Net draws;
- Available balance;
- History of pending and completed payments;
- Award status; and
- Award history including detailed transactions on drawdowns, returns, refunds, and adjustments.

*ED currently uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, INC. to uniquely identify business entities, as the UEI.

GRANT ATTACHMENT 2
PAGE 1 OF 4

SPECIFIC GRANT TERMS AND CONDITIONS FOR FINANCIAL AND PERFORMANCE REPORTS

PERFORMANCE REPORTS:

ALL RECIPIENTS are required to submit a final performance report within 90 days after the expiration or termination of grant support.

ALL RECIPIENTS of a multi-year discretionary award must submit an annual Grant Performance Report (34 CFR 75.118). The annual performance report shall provide the most current performance and financial expenditure information that is sufficient to meet the reporting requirements of 2 CFR 200.327 and 200.328 and 34 CFR 75.590 and 75.720.

YOUR EDUCATION PROGRAM CONTACT WILL PROVIDE YOU WITH INFORMATION ABOUT YOUR PERFORMANCE REPORT SUBMISSIONS, INCLUDING THE DUE DATE, AS A GRANT TERM OR CONDITION IN BOX 10 ON THE GRANT AWARD NOTIFICATION (GAN), OR THROUGH ANOTHER NOTIFICATION AT A LATER TIME. THE GRANT TERM OR CONDITION IN BOX 10 ON THE GAN OR ANOTHER NOTIFICATION MAY REFLECT ANY OF THE FOLLOWING:

- 1. That a performance report is due before the next budget period begins. The report should contain current performance and financial expenditure information for this grant (34 CFR 75.118), and will:
 - a. Identify the date the continuation report is due; or
 - b. State that the Department will provide recipients with additional information about this report, including due date, at a later time.
- 2. That an interim performance report is required because of the nature of the award or because of statutory or regulatory provisions governing the program under which this award is made, and that the report is due more frequently than annually as indicated, i.e., due quarterly and submitted within 30 days after the end of each quarter, or due semiannually and submitted within 30 days after the end of each 6-month period:
- 3. That other reports are required, e.g., program specific reports required in a program's statute or regulation.

GRANT ATTACHMENT 2
PAGE 2 OF 4

FINANCIAL REPORTS:

IF A FINANCIAL REPORT IS REQUIRED, YOUR EDUCATION PROGRAM CONTACT WILL PROVIDE YOU WITH INFORMATION ABOUT YOUR FINANCIAL REPORT SUBMISSION, INCLUDING THE DUE DATE, AS A GRANT TERM OR CONDITION IN BOX 10 ON THE GRANT AWARD NOTIFICATION (GAN), OR THROUGH ANOTHER NOTIFICATION AT A LATER TIME.

A Standard Form 425 Federal Financial Report (FFR) is required if:

- 1. A grant involves cost sharing, and the ED 524B, which collects cost sharing information, is not submitted or a program-specific report approved by OMB does not collect cost sharing information;
- 2. Program income was earned;
- 3. Indirect cost information is to be reported and the ED 524B was not used or a program-specific report approved by OMB does not collect indirect cost information;
- 4. Program regulations or statute require the submission of the FFR; and
- 5. Specific Award Conditions, or specific grant or subgrant conditions for designation of "high risk," were imposed in accordance with 2 C.F.R. part 200.207 and part 3474.10 and required the submission of the FFR.

IF THE FFR IS REQUIRED, THE NOTIFICATION MAY INDICATE ONE OF THE FOLLOWING:

- 1. Quarterly FFRs are required for reporting periods ending on 12/31, 03/31, 06/30, 09/30, and are due within 45 days after each reporting period.
- 2. Semi-annual FFRs are required for reporting periods ending on 03/31 and 09/30, and are due within 45 days after each reporting period.
- 3. Annual FFRs are required for reporting period ending 09/30, and is due within 45 days after the reporting period.
- 4. Final FFRs are due within 90 days after the project or grant period end date.

GRANT ATTACHMENT 2 PAGE 3 OF 4

When completing an FFR for submission, the following must be noted:

- 1. While the FFR is a government wide form that is designed for single grant and multiple grant award reporting, the U.S. Department of Education's (EDs) policy is that multiple grant award reporting is not permitted for ED grants. Thus, an ED grantee that is required to submit an FFR in accordance with any of the above referenced selections must complete and submit one FFR for each of its grants. The FFR attachment (Standard Form 425A), which is available for reporting multiple grants, is not to be used for ED grants. As such, references to multiple grant reporting and to the FFR attachment in items 2, 5 and 10 of the FFR are not applicable to ED grantees. With regards to item 1 of the note found in the Federal Financial Report Instructions, it is EDs policy that a grantee must complete items 10(a) through 10(o) for each of its grants. The multiple award, multiple grant, and FFR attachment references found in items 2, 5, 6, before 10(a), in item 10(b), before 10(d), before 10(i) and before 10(l) of the Line Item Instructions for the Federal Financial Report are not applicable to ED grants.
- 2. Unless disallowed by statute or regulation, a grantee will complete item 10(m) or 10(n) in accordance with the options or combination of options as provided in 2 CFR Part 200.307. A grantee is permitted, in accordance with 2 CFR Part 200.307, to add program income to its Federal share to further eligible project or program objectives, use program income to finance the non-Federal share of the project or program; and deduct program income from the Federal share of the total project costs.
- 3. A grantee will complete item 11(a) by listing the rate type identified in its indirect cost rate agreement, as approved by its cognizant agency. An ED grantee that does not have an indirect cost rate agreement approved by its cognizant agency, and that is using the ED approved temporary rate of 10% of budgeted direct salaries and wages, or the de minimis rate of 10 percent of modified total direct cost (MTDC) consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward (i.e. subgrant) or subcontract, must list its rate in 11(a) as an ED Temporary Rate or De Minimis Rate. A grantee may only use the de minimis rate if it has never negotiated an indirect cost rate with its cognizant agency, and it is not subject to ED's training rate or supplement-not-supplant provisions. In addition, States, Local Governments and Indian Tribes may not use the de minimis rate; thus, this rate may only be used by institutions of higher education (IHE) and non-profit organizations. A training program grantee whose recovery of indirect cost is limited to 8% of a modified total direct cost base in accordance with EDGAR § 75.562 (c), must list its rate as an ED Training Grant Rate. A restricted rate program grantee (such as one with a supplement-not-supplant grant provision) that has not negotiated an indirect cost agreement with its cognizant agency and that has limited the recovery of indirect costs in accordance with 34 CFR 75.563 and 76.564 (c), must list its rate as an ED Restricted Rate.
- 4. Quarterly, semi-annual, and annual interim reports shall be due within 45 days after the end of the reporting period. Although the Office of Management and Budget (OMB) published in its December 7, 2007 Federal Register Notice (72 FR 69236) that interim reports are due within 45 days of the interim reporting end dates instead of within 30 days as originally identified, OMB has not revised the FFR instructions to reflect this change. Grantees are, nevertheless, permitted to exercise the 45 day period as published by OMB within the Federal Register. Final reports shall be due no later than 90 days after the project or grant period end date. Extensions of reporting due dates may be approved by the program office upon request by the grantee.

GRANT	ATTACHMENT	2
	PAGE 4 OF	4

5. If grantees need additional space to report financial information, beyond what is available within the FFR, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: PR/Award Number, recipient organization, Unique Entity Identifer (UEI)*, Employer Identification Number (EIN), and period covered by the report.

One original and one copy of all reports should be submitted.

^{*}ED currently uses the Data Universal Numbering System (DUNS) number from Dun and Bradstreet as the unique entity identifier.

GRANT ATTACHMENT 3 PAGE 1 OF 3

An Overview of Single Audit Requirements of States, Local Governments, and Non-Profit Organizations

To meet audit requirements of U.S. Office of Management and Budget (OMB) Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (Uniform Guidance), grantees must submit all documents required by Uniform Guidance 2 CFR 200.512, including Form SF-SAC: Data Collection Form, to:

Federal Audit Clearinghouse 1201 East 10th Street Jeffersonville, Indiana 47132 (301) 763-1551 (voice) (800) 253-0696 (toll free) (301) 457-1540 (fax)

Below is a summary of the single audit requirements:

- 1) Single Audit. A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single audit conducted in accordance with 2 CFR 200.514, "Scope of Audit," except when it elects to have a program specific audit conducted.
- 2) Program-specific audit election. When an auditee expends Federal awards under only one Federal program (excluding R&D), and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted. A program-specific audit may not be elected for R&D unless all of the Federal awards expended were received from the same Federal agency, or the same Federal agency and the same pass-through entity, and that Federal agency, or pass-through entity in the case of a subrecipient, approves in advance a program-specific audit.
- 3) Exemption when Federal awards expended are less than \$750,000. A non-Federal entity that expends less than \$750,000 during the non-Federal entity's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO).

GRANT ATTACHMENT 3 PAGE 2 OF 3

- 4) Federally Funded Research and Development Centers (FFRDC). Management of an auditee that owns or operates a FFRDC may elect to treat the FFRDC as a separate entity.
- 5) Report Submission. The audit must be completed, and the data collection form and reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal holiday, the reporting package is due the next business day. Unless restricted by Federal statutes or regulations, the auditee must make copies available for public inspection. Auditees and auditors must ensure that their respective parts of the reporting package do not include protected personally identifiable information. (2 CFR 200.512)

Grantees are strongly urged to obtain the "OMB Compliance Supplement" and to contact their cognizant agency for single audit technical assistance.

The designated cognizant agency for single audit purposes is "the Federal awarding agency that provides the predominant amount of direct funding to the recipient." Grantees should obtain a copy of the OMB Compliance supplement. This supplement will be instructive to both grantees and their auditors. Appendix III of the supplement provides a list of Federal Agency Contacts for Single Audits, including addresses, phone numbers, fax numbers, and e-mail addresses for technical assistance.

If the U.S. Department of Education is the cognizant agency, grantees should contact the Non-Federal Audit Team in the Department's Office of Inspector General, at the address, phone, or fax number provided on page 3 of this attachment.

Grantees can obtain information on single audits from:

The OMB web site. The Internet address is www.omb.gov. Look under OMB "In this section", Management, then in OFFM (Office of Federal Financial Management). (To obtain OMB Compliance Supplement, and Form SF-SAC: Data Collection Form)

The Federal Audit Clearinghouse, 1-800-253-0696 (to obtain Form SF-SAC: Data Collection Form), or

The American Institute of Certified Public Accountants (AICPA). AICPA has illustrative OMB Single Audit report examples that might be of interest to accountants, auditors, or financial staff. The examples can be obtained by their fax hotline: (202) 938-3797, request document number 311; or from their Internet page. The Internet address is www.aicpa.org.

GRANT ATTACHMENT 3 PAGE 3 OF 3

If the U.S. Department of Education is the cognizant agency for the grantee organization, the following shows, according to the location of the grantee entity, which location of the Office of Inspector General to contact for single audit-related questions. For programmatic questions, grantees should contact the Education Program Contact shown on the Department's Grant Award Notification.

U.S. Department of Education Non-Federal Audit Teams

Director, Non-Federal Audits Office of Inspector General U.S. Department of Education Wanamaker Building 100 Penn Square East, Suite 502 Philadelphia, PA 19107 Phone: Voice (215) 656-6900 FAX (215) 656-6397

NATIONAL OFFICE CONTACT and audits in Connecticut, Delaware, District of Columbia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, Puerto Rico, and the Virgin Islands.

Non-Federal Audit Team Office of Inspector General U.S. Department of Education 1999 Bryan Street, Suite 2630 Dallas, TX 75201-6817 Phone: Voice (214) 880-3031 FAX (214) 880-2492

For audits in Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, and Texas.

Non-Federal Audit Team Office of Inspector General U.S. Department of Education 8930 Ward Parkway, Suite 2401 Kansas City, MO 64114-3302 Phone: Voice (816) 268-0502 FAX (816) 823-1398

For audits in Alaska, Arizona, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Montana, Nebraska, Nevada, North Dakota, Ohio, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming, and the Pacific Islands.

Request for Approval of Program Income

In projects that generate program income, the recipient calculates the amount of program income according to the guidance given in 2 CFR Part 200.307.

*** IF YOU RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY AND YOU ARE SUBJECT TO ANY OF THE RESTRICTIONS IDENTIFIED BELOW, THE RESTRICTION(S) WILL APPEAR IN BOX 10 ON YOUR GRANT AWARD NOTIFICATION AS A GRANT TERM OR CONDITION OF THE AWARD. ***

Unless checked below as NOT ALLOWED, the recipient may exercise any of the options or

_	ns, as provided in 2 CFR Part 200.307, for using program income generated ecipient's authorized project activities:
Not Allowed	Adding program income to funds committed to the project by the Secretary and recipient and using it to further eligible project or program objectives;
Not Allowed	Using program income to finance the non-Federal share of the project or program; and
Not Allowed	Deducting program income from the total allowable cost to determine the net allowable costs

Trafficking in Persons

The Department of Education adopts the requirements in the Code of Federal Regulations at 2 CFR 175 and incorporates those requirements into this grant through this condition. The grant condition specified in 2 CFR 175.15(b) is incorporated into this grant with the following changes. Paragraphs a.2.ii.B and b.2. ii. are revised to read as follows:

"a.2.ii.B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."

"b.2. ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR part 85."

Under this condition, the Secretary may terminate this grant without penalty for any violation of these provisions by the grantee, its employees, or its subrecipients.

GRANT ATTACHMENT 9 PAGE 1 of 2

Reporting Prime Awardee Executive Compensation Data as Required under the Federal Funding Accountability and Transparency Act

The Federal Funding Accountability and Transparency Act (FFATA) is designed to increase transparency and improve the public's access to Federal government information. To this end, FFATA requires that executive compensation data be reported for all new Federal grants funded at \$25,000 or more that meet the reporting conditions as set forth in this grant award term, and that are awarded on or after October 1, 2010. For FFATA reporting purposes, the prime awardee (i.e. the grantee) is the entity listed in box 1 of the Grant Award Notification.

a. Reporting Total Compensation of the Prime Awardee's Executives:

- 1. *Applicability and what to report.* The prime awardee must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if all of the following conditions are applicable: —
- i. the total Federal funding authorized to date under this award is \$25,000 or more; and
- ii. in the preceding fiscal year, the prime awardee received--
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - **(B)** \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives 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. (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission total compensation filings at www.sec.gov/answers/execomp.htm).
- **2.** Where, what and when to report. The prime awardee must report executive compensation described in paragraph a.1. of this grant award term as part of its registration profile in the System for Award Management (www.SAM.gov).
- i. The types of compensation that must be reported for each subrecipient are listed in the definition of "total compensation" appearing in item b of this grant award term. If this is the first award the prime awardee has received that is subject to the reporting requirements in paragraph a.1., the prime awardee must report by the end of the month following the month in which this award is made, and on each anniversary of this award.

GRANT ATTACHMENT 9 PAGE 2 of 2

b. <u>Definitions. For purposes of this grant award term:</u>

- 1. *Entity* means all the following, as defined in 2 CFR Part 25:
- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- 2. Executive means officers, managing partners, or any other employees in management positions.
- **3. Total compensation** means the cash and noncash dollar value earned by the executive during the prime awardee's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
- ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- **iii.** Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.

Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SPECIFIC CONDITIONS FOR DISCLOSING FEDERAL FUNDING IN PUBLIC ANNOUNCEMENTS

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, U.S. Department of Education grantees shall clearly state:

- 1) the percentage of the total costs of the program or project which will be financed with Federal money;
- 2) the dollar amount of Federal funds for the project or program; and
- 3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Recipients must comply with these conditions under Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019.

PROHIBITION OF TEXT MESSAGING AND EMAILING WHILE DRIVING DURING OFFICIAL FEDERAL GRANT BUSINESS

Federal grant recipients, sub recipients and their grant personnel are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official grant business, or from using government supplied electronic equipment to text message or email when driving.

Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.

Registration of Unique Entity Identifier (UEI) Number and Taxpayer Identification Number (TIN) in the System for Award Management (SAM)

The U.S. Department of Education (Education) Grants Management System (G5) disburses payments via the U.S. Department of Treasury (Treasury). The U.S. Treasury requires that we include your Tax Payer Identification Number (TIN) with each payment. Therefore, in order to do business with Education you must have a registered Unique Entity Identifier (UEI)* and TIN number with the SAM, the U.S. Federal Government's primary registrant database. If the payee UEI number is different than your grantee UEI number, both numbers must be registered in the SAM. Failure to do so will delay the receipt of payments from Education.

A TIN is an identification number used by the Internal Revenue Service (IRS) in the administration of tax laws. It is issued either by the Social Security Administration (SSA) or by the IRS. A Social Security number (SSN) is issued by the SSA whereas all other TINs are issued by the IRS.

The following are all considered TINs according to the IRS.

- Social Security Number "SSN"
- Employer Identification Number "EIN"
- Individual Taxpayer Identification Number "ITIN"
- Taxpayer Identification Number for Pending U.S. Adoptions "ATIN"
- Preparer Taxpayer Identification Number "PTIN"

If your UEI number is not currently registered with the SAM, you can easily register by going to www.sam.gov. Please allow 3-5 business days to complete the registration process. If you need a new TIN, please allow 2-5 weeks for your TIN to become active. If you need assistance during the registration process, you may contact the SAM Federal Service Desk at 866-606-8220.

If you are currently registered with SAM, you may not have to make any changes. However, please take the time to validate that the TIN associated with your UEI is correct.

If you have any questions or concerns, please contact the G5 Hotline at 888-336-8930.

*Currently, ED uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, INC.to uniquely identify business entities, as the UEI.

GRANT ATTACHMENT 14 PAGE 1 of 2

SYSTEM FOR AWARD MANAGEMENT AND UNIVERSAL IDENTIFIER REQUIREMENTS

1. Requirement for System for Award Management (SAM)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for Unique Entity Identifier (UEI)* Numbers

If you are authorized to make subawards under this award, you:

- 1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its UEI number to you.
- 2. May not make a subaward to an entity unless the entity has provided its UEI number to you.

3. Definitions

For purposes of this award term:

- 1. System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at http://www.sam.gov).
- 2. Unique Entity Identifier (UEI) means the identifier required for SAM registration to uniquely identify business entities. Currently the Data Universal Numbering System (DUNS) number, the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B), is used to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866–705–5711) or the Internet (currently at http://fedgov.dnb.com/webform).
- 3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - a. A Governmental organization, which is a State, local government, or Indian Tribe;
 - b. A foreign public entity;
 - c. A domestic or foreign nonprofit organization;
 - d. A domestic or foreign for-profit organization; and
 - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (see 2 CFR 200.501 of the OMB "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards").

GRANT ATTACHMENT 14 PAGE 2 of 2

- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- 5. Subrecipient means an entity that:
 - a. Receives a subaward from you under this award; and
 - b. Is accountable to you for the use of the Federal funds provided by the subaward.

*Currently, ED uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, INC. to uniquely identify business entities, as the UEI.

03/2020

ATTACHMENT B SPECIAL GRANT TERMS AND CONDITIONS FOR FINANCIAL AND PERFORMANCE REPORTS

PERFORMANCE REPORTS:

expenditures by grantees. (34 CFR 75.720)

days after each reporting period.

ALL RECIPIENTS are required to submit a final performance report within 90 days after the expiration or termination of grant support.

ALL RECIPIENTS of a multi-year discretionary award must submit an annual Grant Performance Report. The report should contain current performance and financial expenditure information for this grant. (34 CFR 75.118)

*** IF YOU HAVE RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY, THE ITEMS BELOW WILL NOT BE CHECKED. YOUR EDUCATION PROGRAM CONTACT WILL PROVIDE YOU WITH INFORMATION ABOUT YOUR PERFORMANCE REPORT SUBMISSIONS, INCLUDING THE DUE DATE, AS A GRANT TERM OR CONDITION IN BOX 10 ON THE GRANT AWARD NOTIFICATION, OR THROUGH ANOTHER NOTIFICATION AT A LATER TIME. ***

Refer to the item(s) checked below for other reporting requirements that may apply to this grant: 1. A performance report is due before the next budget period begins. The report should contain current performance and financial expenditure information for this grant. (34 CFR 75.118) The continuation report is due on _____ The Department will provide recipients with additional information about this report, including due date, at a later time. 2. An interim performance report is required because of the nature of this award or because of statutory or regulatory provisions governing the program under which this award is made. The report is due more frequently than annually as indicated: Quarterly Submit within 30 days after the end of each quarter. Semiannually Submit within 30 days after the end of each 6-month period. _____3. Other Required Reports: *** IF YOU HAVE RECEIVED YOUR GRANT AWARD NOTIFICATION ELECTRONICALLY, THE ITEMS BELOW WILL NOT BE CHECKED. IF A FINANCIAL REPORT IS REQUIRED, YOUR EDUCATION PROGRAM CONTACT WILL PROVIDE YOU WITH INFORMATION ABOUT YOUR FINANCIAL REPORT SUBMISSION, INCLUDING THE DUE DATE, AS A GRANT TERM OR CONDITION IN BOX 10 ON THE GRANT AWARD NOTIFICATION, OR THROUGH ANOTHER NOTIFICATION AT A LATER TIME. *** FINANCIAL REPORTS: Unless an item down below is checked, a Standard Form 425 Federal Financial Report (FFR) is not required for this grant. The Department will rely on the drawdown of funds by grant award and record such drawdowns as

Quarterly FFRs are required for reporting periods ending on 12/31, 03/31, 06/30, 09/30, and are due within 45

Semi-annual FFRs are required for reporting periods ending on 03/31 and 09/30, and are due within 45 days after each reporting period.
An annual FFR is required for reporting period ending 09/30, and is due within 45 days after the reporting period.
A final FFR is due within 90 days after the project or grant period end date.
A quarterly, semi-annual, annual, and/or final FFR as noted hereinabove is due for this grant because:
(34 CFR 74.14 or 80.12) Special Award Conditions or Special grant or subgrant conditions for "high-risk" grantees:
Statutory Requirement or Other Special Condition

When completing an FFR for submission in accordance with the above referenced selection, the following must be noted:

- While the FFR is a government wide form that is designed for single grant and multiple grant award reporting, the U.S. Department of Education's (EDs) policy is that multiple grant award reporting is not permitted for ED grants. Thus, an ED grantee that is required to submit an FFR in accordance with any of the above referenced selections must complete and submit one FFR for each of its grants. The FFR attachment (Standard Form 425A), which is available for reporting multiple grants, is not to be used for ED grants. As such, references to multiple grant reporting and to the FFR attachment in items 2, 5 and 10 of the FFR are not applicable to ED grantees. With regards to item 1 of the note found in the Federal Financial Report Instructions, it is EDs policy that a grantee must complete items 10(a) through 10(o) for each of its grants. The multiple award, multiple grant, and FFR attachment references found in items 2, 5, 6, before 10(a), in item 10(b), before 10(d), before 10(i) and before 10(l) of the Line Item Instructions for the Federal Financial Report are not applicable to ED grants.
- 2. Unless disallowed by statute or regulation, a grantee will complete item 10(m) or 10(n) in accordance with the options or combination of options as provided in 34 CFR 74.24(a)-(h) and 34 CFR 80.25(a)-(h). A grantee is permitted, in accordance with 34 CFR 74.24(a)-(h) and 34 CFR 80.25(a)-(h), to add program income to its Federal share to further eligible project or program objectives, use program income to finance the non-Federal share of the project or program; and deduct program income from the Federal share of the total project costs.
- A grantee will complete item 11(a) by listing the rate type identified in its indirect cost rate agreement, as approved by its cognizant agency. An ED grantee that does not have an indirect cost rate agreement approved by its cognizant agency, and that is using the ED approved temporary rate of 10% of budgeted direct salaries and wages, must list its rate in 11(a) as an ED Temporary Rate. A training program grantee whose recovery of indirect cost is limited to 8% of a modified total direct cost base in accordance with EDGAR § 75.562 (c), must list its rate as an ED Training Grant Rate. A restricted rate program grantee (such as one with a supplement-not-supplant grant provision) that has not negotiated an indirect cost agreement with its cognizant agency and that has limited the recovery of indirect costs in accordance with 34 CFR 75.563 and 76.564 (c), must list its rate as an ED Restricted Rate.
- 4. Quarterly, semi-annual, and annual interim reports shall be due within 45 days after the end of the reporting period. Although the Office of Management and Budget (OMB) published in its December 7, 2007 Federal Register Notice (72 FR 69236) that interim reports are due within 45 days of the interim reporting end dates instead of within 30 days as originally identified, OMB has not revised the FFR instructions to reflect this change. Grantees are, nevertheless, permitted to exercise the 45 day period as published by OMB

- within the Federal Register. Final reports shall be due no later than 90 days after the project or grant period end date. Extensions of reporting due dates may be approved by the program office upon request by the grantee.
- 5. If grantees need additional space to report financial information, beyond what is available within the FFR, they should provide supplemental pages. These additional pages must indicate the following information at the top of each page: Federal Grant or other identifying number, recipient organization, Data Universal Number System (DUNS) number, Employer Identification Number (EIN), and period covered by the report.

One original and one copy of all reports should be mailed to:

U.S. Department of Education Office of Postsecondary Education Institutional Development & Undergraduate Education Service 1990 K Street, NW, 6th Floor Washington. D.C. 20006-5335

THE USE OF GRANT FUNDS FOR CONFERENCES AND MEETINGS

You are receiving this memorandum to remind you that grantees must take into account the following factors when considering the use of grant funds for conferences and meetings:

- Before deciding to use grant funds to attend or host a meeting or conference, a grantee should:
 - Ensure that attending or hosting a conference or meeting is consistent with its approved application and is reasonable and necessary to achieve the goals and objectives of the grant;
 - Ensure that the primary purpose of the meeting or conference is to disseminate technical information, (e.g., provide information on specific programmatic requirements, best practices in a particular field, or theoretical, empirical, or methodological advances made in a particular field; conduct training or professional development; plan/coordinate the work being done under the grant); and
 - O Consider whether there are more effective or efficient alternatives that can accomplish the desired results at a lower cost, for example, using webinars or video conferencing.
- Grantees must follow all applicable statutory and regulatory requirements in determining whether costs are reasonable and necessary, especially the Cost Principles for Federal grants set out at 2 CFR Part 200 Subpart E of the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." In particular, remember that:
 - o Federal grant funds cannot be used to pay for alcoholic beverages; and
 - Federal grant funds cannot be used to pay for entertainment, which includes costs for amusement, diversion, and social activities.
- Grant funds may be used to pay for the costs of attending a conference. Specifically, Federal grant funds may be used to pay for conference fees and travel expenses (transportation, per diem, and lodging) of grantee employees, consultants, or experts to attend a conference or meeting if those expenses are reasonable and necessary to achieve the purposes of the grant.
 - When planning to use grant funds for attending a meeting or conference, grantees should consider how many people should attend the meeting or conference on their behalf. The number of attendees should be reasonable and necessary to accomplish the goals and objectives of the grant.
- A grantee hosting a meeting or conference may not use grant funds to pay for food for conference attendees unless doing so is necessary to accomplish legitimate meeting or conference business.
 - A working lunch is an example of a cost for food that might be allowable under a Federal grant if attendance at the lunch is needed to ensure the full participation by conference attendees in essential discussions and speeches concerning the purpose of the conference and to achieve the goals and objectives of the project.
- A meeting or conference hosted by a grantee and charged to a Department grant must not be promoted as a U.S. Department of Education conference. This means that the seal of the U.S. Department of Education must not be used on conference materials or signage without Department approval.
 - All meeting or conference materials paid for with grant funds must include appropriate disclaimers, such as the following:

EXHIBIT A
Page 30 of 48
GAN ENCLOSURE 3
PAGE 2 OF 2

The contents of this (insert type of publication; e.g., book, report, film) were developed under a grant from the Department of Education. However, those contents do not necessarily represent the policy of the Department of Education, and you should not assume endorsement by the Federal Government.

- Grantees are strongly encouraged to contact their project officer with any questions or concerns about
 whether using grant funds for a meeting or conference is allowable prior to committing grant funds
 for such purposes.
 - o A short conversation could help avoid a costly and embarrassing mistake.
- Grantees are responsible for the proper use of their grant awards and may have to repay funds to the
 Department if they violate the rules on the use of grant funds, including the rules for meeting- and
 conference-related expenses.

GAN ENCLOSURE 1 PAGE 1 OF 8

KEY FINANCIAL MANAGEMENT REQUIREMENTS FOR DISCRETIONARY GRANTS AWARDED BY THE DEPARTMENT OF EDUCATION (DEPARTMENT)

The Department expects grantees to administer ED grants in accordance with generally accepted business practices, exercising prudent judgment so as to maintain proper stewardship of taxpayer dollars. This includes using fiscal control and fund accounting procedures that insure proper disbursement of and accounting for Federal funds. In addition, grantees may use grant funds only for obligations incurred during the funding period.

Title 2 of the Code of Federal Regulations Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," establishes requirements for Federal awards made to non-Federal entities. The Education General Administrative Regulations in 34 CFR (EDGAR) 75, 76, 77, 79, 81, 82, 84, 86, 97, 98, and 99] contain additional requirements for administering discretionary grants made by this Department. The most recent version of these regulations may be accessed at the following URLs:

The Education General Administrative Regulations (EDGAR)

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

The information on page 2, "Selected Topics in Administering ED Discretionary Grants," highlights major administrative requirements of 2 CFR Part 200. In addition, a few of the topics discuss requirements that this Department imposes on its discretionary grantees under EDGAR, Part 75 (Direct Grants). The specific sections of 2 CFR Part 200 and of EDGAR that address the topics discussed are shown in parentheses. The Department urges granteesto read the full text of these and other topics in EDGAR and in 2 CFR Part 200.

Grantees are reminded that a particular grant might be subject to additional requirements of the authorizing statute for the program that awarded the grant and/or any regulations issued by the program office. Grantees should become familiar with those requirements as well, because program-specific requirements might differ from those in 2 CFR Part 200 and in EDGAR.

The Department recommends that the project director and the fiscal management staff of a grantee organization communicate frequently with each other about the grant budget. Doing so will help to assure that you use Federal funds only for those expenditures associated with activities that conform to the goals and objectives approved for the project.

GAN ENCLOSURE 1 PAGE 2 OF 8

Grantees may direct any questions regarding the topics discussed on page 2, "Selected Topics in Administering ED Discretionary Grants," or about any other aspect of administering your grant award to the ED program staff person named in Block 3 of the Grant Award Notification.

GAN ENCLOSURE 1 PAGE 3 OF 8

SELECTED TOPICS IN ADMINISTERING ED DISCRETIONARY GRANTS

I. Financial Management Systems (2 CFR Part 200.302)

In general, grantees are required to have financial management systems that:

- * provide for accurate, current, and complete disclosure of results regarding the use of funds under grant projects;
- * provide adequate source documentation for Federal and non-Federal funds used under grant projects;
- * contain procedures to determine the allowability, allocability, and reasonableness of obligations and expenditures made by the grantee; and
- * enable the grantee to maintain effective internal control and fund accountability procedures, e.g., requiring separation of functions so that the person who makes obligations for the grantee is not the same person who signs the checks to disburse the funds for those obligations.

State systems must account for funds in accordance with State laws and procedures that apply to the expenditure of and the accounting for a State's own funds. A State's procedures, as well as those of its subrecipients and cost-type contractors, must be sufficient to permit the preparation of reports that may be required under the award as well as provide the tracing of expenditures to a level adequate to establish that award funds have not been used in violation of any applicable statutory restrictions or prohibitions.

II. Payment (2 CFR Part 200.305)

Under this part --

- * the Department pays grantees in advance of their expenditures if the grantee demonstrates a willingness and ability to minimize the time between the transfer of funds to the grantee and the disbursement of the funds by the grantee;
- * grantees repay to the Federal government interest earned on advances; and
- * grantees subject to Part 74 deposit grant funds in interest-bearing accounts (grantees subject to part 80 are encouraged to also deposit grant funds in interest-bearing accounts).

GAN ENCLOSURE 1 PAGE 4 OF 8

In general, grantees should make payment requests frequently, only for small amounts sufficient to meet the cash needs of the immediate future.

The Department has recently encountered situations where grantees failed to request funds until long after the grantee actually expended its own funds for the costs of its grant. Grantees need to be aware that, by law, Federal funds are available for grantees to draw down for only a limited period of time, after which the funds revert to the U.S. Treasury. In some cases grantees have requested funds too late for the Department to be able to pay the grantees for legitimate costs incurred during their project periods. The Department urges financial managers to regularly monitor requests for payment under their grants to assure that Federal funds are drawn from the ED G5 Payment System at the time those funds are needed for payments to vendors and employees.

III. Personnel (EDGAR §§ 75.511-75.519 and 2 CFR Part 200 Subpart E)

The rules in Part 75 cover issues such as paying consultants with grant funds, waiving the requirement for a full-time project director, making changes in key project staff, and prohibiting dual compensation of staff. General rules governing reimbursement of salaries and compensation for staff working on grant projects are addressed in the cost principles in 2 CFR Part 200 Subpart E. In all cases, payments of any type to personnel must be supported by complete and accurate records of employee time and effort. For those employees that work on multiple functions or separately funded programs or projects, the grantee must also maintain time distribution records to support the allocation of employee salaries among each function and separately funded program or project.

IV. Cost Principles (2 CFR Part 200 Subpart E)

All costs incurred under any grant are subject to the cost principles found in 2 CFR Part 200 Subpart E. The cost principles provide lists of selected items of allowable and unallowable costs, and must be used in determining the allowable costs of work performed under the grant.

V. Procurement Standards (2 CFR Part 200.317-326)

Under 2 CFR Part 200.317, States are required to follow the procurement rules the States have established for purchases funded by non-Federal sources. When procuring goods and services for a grant's purposes, all other grantees may follow their own procurement procedures, but only to the extent that those procedures meet the minimum requirements for procurement specified in the regulations. These requirements include written competition procedures and codes of conduct for grantee staff, as well as requirements for cost and price analysis, record-

GAN ENCLOSURE 1 PAGE 5 OF 8

keeping and contractor compliance with certain Federal laws and regulations. These regulations also require grantees to include certain conditions in contracts and subcontracts, as mandated by the regulations and statutes.

VI. Indirect Costs (EDGAR §§75.560-564 and 2 CFR Part 200.414)

For programs reimbursing the full share of indirect costs (Full reimbursement):

The Department reimburses grantees for its portion of indirect costs that a grantee incurs. Any grantee charging indirect costs to a grant must use the indirect cost rate (ICR), negotiated with its *cognizant agency*, i.e., either the Federal agency from which it has received the most direct funding, subject to indirect cost support, the particular agency specifically assigned cognizance by the Office of Management and Budget, or the State agency that provides the most subgrant funds to the grantee.

If a grantee has not established a current ICR with its cognizant agency at the time of award, the Department generally will authorize the grantee to use a temporary rate, of 10 percent of budgeted direct salaries and wages, or a de minimus rate of 10 percent of MTDC consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward (i.e. subgrant) or subcontract.

Use of the temporary rate of 10 percent of budgeted direct salaries and wages is subject to the following limitations:

- 1. The grantee may only recover indirect cost incurred at the start of the next grant budget period.
- 2. The grantee may not request additional funds to recover indirect costs. If the grantee believes that the indirect rate recovery is less than it should be, the grantee should submit an indirect cost proposal for the next full fiscal year to the ED Indirect Cost Group for negotiation of an indirect cost rate agreement.

Use of the de minimus rate of 10 percent of MTDC consisting of all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward (i.e. subgrant) or subcontract is subject to the following limitations:

1. In accordance with 2 CFR 200.414(f), States, Local Governments and Indian Tribes may not use the de minimus rate; thus, this rate may only be used by institutions of higher education (IHE), and non-profit organizations.

GAN ENCLOSURE 1 PAGE 6 OF 8

- 2. Grantees that are subject to ED's training grant and supplement-not-supplant provisions may not use the de minimis rate.
- 3. The de minimis rate may be used indefinitely; however, if a qualifying grantee chooses to use the de minimis rate to recover indirect costs, it must do so for all of its Federal awards until such time as the grantee negotiates an ICR with its cognizant agency.
- 4. Once a grantee obtains a federally recognized ICR that is applicable to its grant, the grantee may use that ICR to claim indirect cost reimbursement accordingly:
 - a. The grantee may only recover indirect cost incurred at the start of the next grant budget period.
 - b. The grantee may not request additional funds to recover indirect costs. If the grantee believes that the indirect rate recovery is less than it should be, the grantee should submit an indirect cost proposal for the next full fiscal year to the ED Indirect Cost Group for negotiation of an indirect cost rate agreement.

Grantees should be aware that the Department is very often *not* the cognizant agency for its own grantees. Rather, the Department accepts, for the purpose of funding its awards, the current ICR established by the appropriate cognizant agency.

For programs with restricted indirect cost rates (Partial Reimbursement):

The Department has established a *restricted indirect cost rate* that must be used when the statute authorizing the program under which the grant was funded contains a supplement-not-supplant provision that requires a reduction in the indirect cost rate so that costs which are unallowable under these types of programs are not recovered through the indirect cost rate. The detailed requirements of restricted rates are in EDGAR at §§75.563 and 76.563-569.

Guidance on how to calculate the restricted rate is available at: http://www.ed.gov/about/offices/list/ocfo/fipao/icgindex.html. The restricted rate should be used in projecting indirect costs.

If the grant is made to a government under a program subject to a supplement-not-supplant requirement, the grantee must notify the cognizant agency that the grant is subject to a restricted indirect cost rate, as calculated under §75.563 and §§76.564-76.569, and negotiate a restricted ICR with the Department (the grantee should ask its cognizant agency to contact the Department's Indirect Cost Group in order to coordinate a review of the restricted indirect cost proposal).

If a gantee other than a State or local government does not want to negotiate a restricted rate with its cognizant agency, the grantee has the option of charging indirect costs at 8% of the Modified Total Direct Costs (MTDC) of its grant for the life of the grant in

GAN ENCLOSURE 1 PAGE 7 OF 8

accordance with EDGAR at §76.564(c), unless the Department determines that the actual restricted ICR is lower than 8% of MTDC¹. If a non-governmental grantee chooses to charge indirect costs at 8% of its MTDC, it must maintain records, available for audit, that demonstrate that the grantee incurs indirect costs of at least 8% of MTDC.

Grantees must bear in mind that items of cost excluded from restricted indirect cost rates may **not** be charged to grants as direct cost items. Nor may they be used to satisfy matching or cost-sharing requirements under a grant or charged to other Federal awards. *For programs that are designated training grants (Limited reimbursement at 8%):*

EDGAR limits reimbursement of indirect costs under training grants to non-governmental grantees. These grantees may recover indirect costs under training grants up to the grantee's actual indirect costs as determined by the grantee's negotiated indirect cost agreement or 8% of modified total direct costs, whichever rate is lower.

Note: This limitation does not apply to State agencies, local governments or Federally-recognized Indian tribal governments. [EDGAR §75.562(c)(2)].

Grantees charging indirect costs to a Department training grant at the 8% rate must have a negotiated rate with their *cognizant agency*, i.e., either the Federal agency from which it has received the most direct funding subject to indirect cost support, the particular agency specifically assigned cognizance by the Office of Management and Budget, or the State agency that provides the most subgrant funds to the grantee. If an applicant selected for funding under this program has not already established a current indirect cost rate with its cognizant agency as a result of current or previous funding, the Department generally will authorize the grantee to use a temporary rate, of 10 percent of budgeted direct salaries and wages.

Use of the temporary rate of 10 percent of budgeted direct salaries and wages is subject to the following limitations:

- 1. The grantee may only recover indirect cost incurred at the start of the next grant budget period.
- 2. The grantee may not request additional funds to recover indirect costs. If the grantee believes that the indirect rate recovery is less than it should be, the grantee should submit an indirect cost proposal for the next full fiscal year to the ED Indirect Cost Group for negotiation of an indirect cost rate agreement.

Although grantees are not required to submit, at the time of application, a copy of their indirect cost agreement to claim the 8% training rate, they must have documentation

¹ If the grantee gets funds under another grant that is not subject to the restricted indirect cost rate, it will not have the option of not negotiating an ICR.

GAN ENCLOSURE 1 PAGE 8 OF 8

available for audit that shows that the indirect costs incurred under the grant are at least 8% of MTDC.

Grantees should be aware that indirect cost amounts exceeding the limitation, described in the first paragraph of this section, may **not** be charged to direct cost categories, used to satisfy matching or cost-sharing requirements, or charged to another Federal award. [§75.562(c)(5)]

VII. Audit Requirements (2 CFR Part 200 Subpart F)

2 CFR 200 Subpart F requires that grantees obtain a non-Federal audit of their expenditures under their Federal grants if the grantee expends more than \$750,000 in Federal funds in one fiscal year. 2 CFR Part 200 Subpart F contains the requirements imposed on grantees for audits done in connection with the law. The Department recommends hiring auditors who have specific experience in auditing Federal awards under the regulations and the Compliance Supplement.

OTHER CONSIDERATIONS

Some other topics of financial management covered in 2 CFR Part 200 that might affect particular grants include program income (2 CFR Part 200.307), cost sharing or matching (2 CFR Part 200.306), property management requirements for equipment and other capital expenditures (2 CFR Parts 200.313, 200.439).

MEMORANDUM to ED DISCRETIONARY GRANTEES

You are receiving this memorandum to remind you of Federal requirements, found in 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements,* regarding cash drawdowns under your grant account.

For any cash that you draw from your Department of Education (*the* Department) grant account, you must:

- draw down only as much cash as is necessary to meet the immediate needs of the grant project;
- keep to the minimum the time between drawing down the funds and paying them out for grant activities; and
- return to the Government the interest earned on grant funds deposited in interest-bearing bank accounts except for a small amount of interest earned each year that your entity is allowed to keep to reimburse itself for administrative expenses).

In order to meet these requirements, you are urged to:

- take into account the need to coordinate the timing of drawdowns with prior internal clearances (e.g., by boards, directors, or other officials) when projecting immediate cash needs so that funds drawn down from ED do not stay in a bank account for extended periods of time while waiting for approval;
- monitor the fiscal activity (drawdowns and payments) under your grant on a continuous basis;
- plan carefully for cash flow in your grant project during the budget period and review project cash requirements before each drawdown; and
- pay out grant funds for project activities as soon as it is practical to do so after receiving cash from the Department.

Keep in mind that the Department monitors cash drawdown activity for all grants. Department staff will contact grantees who appear to have drawn down excessive amounts of cash under one or more grants during the fiscal quarter to discuss the particular situation. For the purposes of drawdown monitoring, the Department will contact grantees who have drawn down 50% or more of the grant in the first quarter, 80% or more in the second quarter, and/or 100% of the cash in the third quarter of the budget period. However, even amounts less than these thresholds could still represent excessive drawdowns for your particular grant activities in any particular quarter. Grantees determined to have drawn down excessive cash will be required to return the excess funds to the Department, along with any associated earned interest, until such time as the money is legitimately needed to pay for grant activities. If you need assistance with returning funds and interest, please contact ED's G5 Hotline by calling 1-888-336-8930.

Grantees that do not follow Federal cash management requirements and/or consistently appear on the Department's reports of excessive drawdowns could be:

- subjected to specific award conditions or designated as a "high-risk" grantee [2 CFR Part 200.207 and 2 CFR 3474.10], which could mean being placed on a "cash-reimbursement" payment method (i.e., a grantee would experience the inconvenience of having to pay for grant activities with its own money and waiting to be reimbursed by the Department afterwards);
- subject to further corrective action;
- denied selection for funding on future ED grant applications [EDGAR 75.217(d)(3)(ii)]; and/or
- debarred or suspended from receiving future Federal awards from any executive agency of the Federal government.

You are urged to read 2 CFR Part 200.305 to learn more about Federal requirements related to grant payments

EXHIBIT A
Page 40 of 48
GAN ENCLOSURE 2
PAGE 2 OF 2

and to determine how to apply these requirements to any subgrantees. You are urged to make copies of this memorandum and share it with all affected individuals within your organization.

MEMORANDUM TO REMIND DEPARTMENT OF EDUCATION (THE DEPARTMENT) GRANTEES OF EXISTING CASH MANAGEMENT REQUIREMENTS REGARGING PAYMENTS

The Department expects that grantees will ensure that their subgrantees are also aware of these policies by providing relevant information to them.

There are three categories of payment requirements that apply to the draw of funds from grant accounts at the Department. The first two types of payments are subject to the requirements in the Treasury Department regulations implementing the Cash Management Improvement Act (CMIA) of 1990, 31 U.S.C.6513, and the third is subject to the requirements in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) at 2 CFR part 200, 1 as follows:

- (1) Payments to a State under programs that are covered by a State's Treasury State Agreement (TSA);
- (2) Payments to States under programs that are not covered by a TSA; and
- (3) Payments to other non-Federal entities, including nonprofit organizations and local governments.

CMIA Requirements Applicable to Programs included in a TSA

Generally, under the Treasury Department regulations implementing the CMIA, only major assistance programs (large-dollar programs) are included in a State's written TSA. See 31 CFR part 205, subpart A. Programs included in a TSA must use approved funding techniques and both States and the Federal government are subject to interest liabilities for late payments. State interest liabilities accrue from the day federal funds are credited to a State account to the day the State pays out the federal funds for federal assistance program purposes. 31 CFR 205.15. If a State makes a payment under a Federal assistance program before funds for that payment have been transferred to the State, Federal Government interest liabilities accrue from the date of the State payment until the Federal funds for that payment have been deposited to the State account. 31 CFR 205.14.

CMIA Requirements Applicable to Programs Not Included in a TSA

Payments to States under programs not covered by a State's TSA are subject to subpart B of Treasury's regulations in 31 CFR part 205. These regulations provide that a State must minimize the time between the drawdown of funds from the federal government and their disbursement for approved program activities. The timing and amount of funds transfers must be kept to a minimum and be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs. 31 CFR 205.33(a). States should exercise sound cash management in funds transfers to subgrantees.

¹ The Department adopted the Uniform Guidance as regulations of the Department at 2 CFR part 3474.

Under subpart B, neither the States nor the Department owe interest to the other for late payments. 31 CFR 205.33(b). However, if a State or a Federal agency is consistently late in making payments, Treasury can require the program to be included in the State's TSA. 31 CFR 205.35.

Fund transfer requirements for grantees other than State governments and subgrantees

The transfer of Federal program funds to grantees other than States and to subgrantees are subject to the payment and interest accrual requirements in the Uniform Guidance at 2 CFR 200.305(b). These requirements are similar to those in subpart B of the Treasury Department regulations in 31 CFR part 205, requiring that "payments methods must minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity." 2 CFR 200.305(b) introduction.

The Federal Government and pass-through entities must make payments in advance of expenditures by grantees and subgrantees if these non-Federal entities maintain, or demonstrates the willingness to maintain, written procedures "that minimize the time elapsing between the transfer of funds and disbursement by the non-Federal entity, and financial management systems that meet the standards for fund control and accountability as established in" 2 CFR 200.305(b). If a grantee or subgrantee cannot meet the criteria for advance payments, a Federal agency or pass-through entity can pay that entity through reimbursement. See 2 CFR 200.305(b)(1) and (4) for more detailed description of the payment requirements and the standards for requiring that payments be made by reimbursement.

Non-Federal entities other than States must maintain advance payments in interest bearing accounts unless certain conditions exist. See 2 CFR 200.305(b)(8) for those conditions. The requirements regarding interest accrual and remittance follow:

- Grantees other than States and subgrantees must annually remit interest earned on federal advance payments except that the non-Federal entity may retain up to \$500 of interest earned on the account each year to pay for the costs of maintaining the account.
- Grantees other than States and subgrantees must remit interest earned on Federal advance payments to the Department of Health and Human Services, Payment Management System (PMS), through either Automated Clearinghouse (ACH) network or Fedwire. Detailed information about electronic remittance of funds via ACH or Fedwire are specified in 2 CFR 200.305(b)(9)(i) and (ii). For non-Federal entities that do not have electronic remittance capability, checks must be made payable to HHS and addressed to:

U.S. Department of Health and Human Services
Program Support Services
P.O. Box 530231
Atlanta, GA 30353-0231

The remittance should be accompanied by a letter stating that the remittance is for "interest earned on Federal funds", the name of the awarding agency, the grant number(s) for which the interest was earned and the Unique Entity Identifier (UEI)* of the non-Federal entity making the payment.

Grantees, including grantees that act as pass-through entities and subgrantees have other responsibilities regarding the use of Federal funds. For example, all grantees and subgrantees must have procedures for determining the allowability of costs for their awards. We highlight the following practices related to the oversight of subgrantee compliance with the financial management requirements in the Uniform

EXHIBIT A
Page 43 of 48
GAN ENCLOSURE 4
PAGE 2 OF 3

Guidance that will assist State grantees (pass-through entities) in meeting their monitoring responsibilities. Under 2 CFR 200.331, pass-through entities must –

- Establish monitoring priorities based on the risks posed by each subgrantee, including risks associated with the drawdown of grant funds and remittance of interest to the Federal Government;
- Monitor the fiscal activity of subgrantees as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

A small number of ED grant programs have program-specific cash management and payment requirements based on the authorizing legislation or program regulations. These program-specific requirements may supplement or override general cash management or payment requirements. If you have any questions about your specific grant, please contact the program officer, whose contact information is on Block 3 of your Grant Award Notification (GAN).

*Currently, ED uses the Data Universal Numbering System (DUNS) number, assigned by Dun and Bradstreet, INC. to uniquely identify business entities, as the UEI.

GAN ENCLOSURE 5 PAGE 1 OF 3

RECIPIENTS OF ED GRANTS AND COOPERATIVE AGREEMENTS FREQUENTLY ASKED QUESTIONS ON CASH MANAGEMENT

Q What are the Federal Laws and Regulations Regarding Payments to the States?

A The Cash Management Improvement Act of 1990 (CMIA) establishes interest liabilities for the Federal and State governments when the Federal Government makes payments to the States. See 31 U.S.C. 3335 and 6503. The implementing regulations are in Title 31 of the Code of Federal Regulations (CFR), Part 205, https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title31/31cfr205 main 02.tpl.

Q What is a Treasury-State Agreement (TSA)?

A TSA documents the accepted funding techniques and methods for calculating interest agreed upon by the U.S. Department of the Treasury (Treasury) and a State. It identifies the Federal assistance programs that are subject to interest liabilities under the CMIA. The CMIA regulations specify a number of different funding techniques that may be used by a State but a State can negotiate with the Treasury Department to establish a different funding technique for a particular program. A TSA is effective until terminated and, if a state does not have a TSA, payments to the State are subject to the default techniques in the regulations that Treasury determines are appropriate.

Q What are the CMIA requirements for a program subject to a Treasury-State Agreement?

A Payments to a State under a program of the Department are subject to the interest liability requirements of the CMIA if the program is included in the State's Treasury-State Agreement (TSA) with the Department of Treasury. If the Federal government is late in making a payment to a State, it owes interest to the State from the time the State spent its funds to pay for expenditure until the time the Federal government deposits funds to the State's account to pay for the expenditure. Conversely, if a State is late in making a payment under a program of the Department, the State owes interest to the Federal government from the time the Federal government deposited the funds to the State's account until the State uses those funds to make a payment. For more information, see the recently issued Memorandum from the Chief Financial Officer on Cash Management which is posted on the ed.gov "ED Memoranda to Grantees" page at:http://www2.ed.gov/policy/fund/guid/gposbul/gposbul.html

Q What are the CMIA requirements for a program that is not subject to a Treasury-State Agreement?

A If a program is not included in the State's TSA, neither the State nor the Federal government are liable for interest for making late payments. However, both the Federal government and the State must minimize the time elapsing between the date the State requests funds and the date that the funds are deposited to the State's accounts. The State is also required to minimize the time elapsed between the date it receives funds from the Federal government and the date it makes a payment under the program, Also, the Department must minimize the amount of funds transferred to a State to only that needed to meet the immediate cash needs of the State. The timing and amount of funds transferred must be as close as is administratively feasible to a State's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs.

Q What if there is no TSA?

A When a State does not have a TSA in effect, default procedures in 31 CFR, part 205 that the Treasury Department determines appropriate apply. The default procedures will prescribe efficient funds transfer procedures consistent with State and Federal law and identify the covered Federal assistance programs and designated funding techniques.

GAN ENCLOSURE 5 PAGE 1 OF 3

Q Who is responsible for Cash Management?

A Grantees and subgrantees that receive grant funds under programs of the Department are responsible for maintaining internal controls regarding the management of Federal program funds under the Uniform Guidance in 2 CFR 200.302 and 200.303. In addition, grantees are responsible for ensuring that subgrantees are aware of the cash management and requirements in 2 CFR part 200, subpart D.

Q Who is responsible for monitoring cash drawdowns to ensure compliance with cash management policies?

A Recipients must monitor <u>their own</u> cash drawdowns **and** those of their subrecipients to assure substantial compliance to the standards of timing and amount of advances.

Q How soon may I draw down funds from the G5 grants management system?

A Grantees are required to minimize the amount of time between the drawdown and the expenditure of funds from their bank accounts. (See 2 CFR 200.305(b).) Funds must be drawn only to meet a grantee's immediate cash needs for each individual grant. The G5 screen displays the following message:

By submitting this payment request, I certify to the best of my knowledge and belief that the request is based on true, complete, and accurate information. I further certify that the expenditures and disbursements made with these funds are for the purposes and objectives set forth in the applicable Federal award or program participation agreement, and that the organization on behalf of which this submission is being made is and will remain in compliance with the terms and conditions of that award or program participation agreement. I am aware that the provision of any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me, and the organization on behalf of which this submission is being made, to criminal, civil, or administrative penalties for fraud, false statements, false claims, or other violations. (U.S. Code Title 18, Section 1001; Title 20, Section 1097; and Title 31, Sections 3729-3730 and 3801-3812)

Q How may I use Federal funds?

A Federal funds must be used as specified in the Grant Award Notification (GAN) and the approved application or State plan for allowable direct costs of the grant and an allocable portion of indirect costs, if authorized.

Q What are the consequences to recipients/subrecipients for not complying with terms of the grant award?

A If a recipient or subrecipient materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, including those in 2 CFR part 200, an assurance, the GAN, or elsewhere, the awarding agency may take one or more of the following actions:

- 1. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action by the Federal awarding agency or pass-through entity.
- 2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity not in compliance.
- 3. Wholly or partly suspend or terminate the Federal award.
- 4. Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal award agency regulations (or in the case of a pass-through be initiated by a Federal awarding agency).
- 5. Withhold further Federal awards for the project or program.
- 6. Take other remedies that may be legally available.

GAN ENCLOSURE 5 PAGE 1 OF 3

Q Who is responsible for determining the amount of interest owed to the Federal government?

As set forth in 31 CFR 205.9, the method used to calculate and document interest liabilities is included in the State's TSA. A non-State entity must maintain advances of Federal funds in interest-bearing accounts unless certain limited circumstance apply and remit interest earned on those funds to the Department of Health and Human Services, Payment Management System annually. See 2 CFR 200.305. Also, see the July 12, 2016, memorandum from the Department's Chief Financial Officer on Department of Education Cash Management Policies for Grants and Cooperative Agreements posted at http://www2.ed.gov/policy/fund/guid/gposbul/gposbul.html.

Q What information should accompany my interest payment?

A Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by Financial Institutions) as that will assist in the timely posting of interest earned on federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF or another federal agency payment system. CFR 200.305(b)(9).

Q Are grant recipients/subrecipients automatically permitted to draw funds in advance of the time they need to disburse funds in order to liquidate obligations?

A The payment requirements in 2 CFR 200.305(b) authorize a grantee or subgrantee to request funds in advance of expenditures if certain conditions are met. However, if those conditions are not met, the Department and a pass-through agency may place a payee on reimbursement.

Q For formula grant programs such as ESEA Title I, for which States distribute funds to LEAs, may States choose to pay LEAs on a reimbursement basis?

A subgrantee must be paid in advance if it meets the standards for advance payments in 2 CFR 200.305(b)(1) but if the subgrantee cannot meet those standards, the State may put the subgrantee on reimbursement payment. See 2 CFR 200.305(b).

Q Will the Department issue special procedures in advance if G5 plans to shut down for 3 days or more?

A Yes, before any shutdown of G5 lasting three days or more, the Department issues special guidance for drawing down funds during the shut down. The guidance will include cash management improvement act procedures for States and certain State institutions of higher education and procedures for grants (including Pell grants) that are not subject to CMIA.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT UNIT APPLYING: SADDLEBACK COLLEGE

() GRANT APPLICATION ABSTRACT (x) GRANT ACCEPTANCE ABSTRACT () GRANT RENEWAL ACCEPTANCE ABSTRACT () REVISIONS TO ACCEPTANCE ABSTRACT

- 1. PROJECT TITLE: Closing the Gap: Ensuring Equity in Access and Achievement
- 2. PROJECT DIRECTOR: Nicola Perry
- 3. PROJECT ADMINISTRATOR: Tram Vo Kumamoto
- 4. **GRANTOR AGENCY: US Department of Education**
- 5. **FUNDING SOURCE: Developing Hispanic-Serving Institutions Program**
- STARTING AND ENDING DATES OF THE PROJECT: 10/01/2020 9/30/2025 6.
- 7. **EXECUTIVE SUMMARY OF** THE **PROJECT** (limit 125 words): The activities implemented during the project are expected to increase Hispanic and lowincome student enrollments and eliminate outcomes disparities between Hispanic/low-income students and other student populations. Best practices developed through this project can be implemented at other colleges across the country to help better serve Hispanic and lowincome students.

0	CITATATA	DV DIID	CET
8.	SUMMA	KY BUD	'GL I

Grant In Kind **Indirect Project Total Award Matching Costs** \$3,000,000 \$000 \$000 \$3,000,000

9. **APPROVALS**

President

Digitally signed by Nicola Perry Date: 2020.11.17 10:56:06 -08'00'

Division/School Dean

Chancellor

Digitally signed by Tram Vo-Date: 2020.11.17 11:45:53 -08'00'

Vice President of Instruction

Vice Chancellor of Learning Services

Digitally signed by Elliot Stern Cory Wathen Date: 2020.11.18 16:19:58 Date: 2020.11.17 09:05:47 -08'00'

Digitally signed by Cory Wathen

Vice President, College Administrative Services

Revised: 9-10-01

EXPENDITURES SUMMARY

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

	GRANT (Amount)	MATCHING* (In-Kind/Actual)	SOURCE OF MATCH (Partnership/ College/Vendor)
1000 Certificated Salaries	<u>\$</u> _225,000	\$	
2000 Classified Salaries	\$ 1,576,906	\$	
3000 Benefits	\$ 941,371	\$	
4000 Supplies	\$_41,284		
5000 Contracted Services and Other Expenses	\$_215,439		
6000 Capital Outlay			
7000 Other Outgo	\$	\$	
Other Charges (e.g.: Indirect Costs)	<u>\$_0</u>	\$	
TOTALS	\$ 3,000,000	\$	

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

PROJECT PERSONNEL (reflects the Expenditure Detail above)

	Positions	Full-Time	<u>Part-Time</u>	New	Existing
1.	Classified Manager	[X]	[X]	[X]	[X]
2.	Faculty	[X]	[X]	[]	[X]
3.	Classified Staff	[X]	[X]	[X]	[X]

PARTNERSHIPS (if applicable)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 12/14/20

6.5

ITEM:

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Board Policy Revision: BP-4101.1 Faculty Salary

Classification Changes and Initial Classification Placement; BP-5030 Student Fees; BP-5608 Student Fee Refunds; BP-5613 Transcripts; BP-7140 Collective Bargaining; and BP-7165 Enrollment Fee

Reimbursement for Eligible Employees

ACTION: Approval

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and comply with current laws and regulations.

STATUS

Six board policies are presented to the Board of Trustees for approval. The new language to the board policies was reviewed and revised by the Board Policy Subcommittee (as required), the District's Board Policy and Administrative Regulation Advisory Council (BPARC), 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 5, 2020, for review and recommendation to the Chancellor. EXHIBITS A through F were brought to the Board of Trustees on November 14, 2020, for review and study (first reading – information).

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the board policies as listed.

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

4101.1

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **HUMAN RESOURCES**

FACULTY SALARY CLASSIFICATION CHANGES AND INITIAL CLASSIFICATION PLACEMENT

DELETE – language appears in Collective Bargaining Agreements

Units of credit accumulated by academic personnel as a result of approved graduate study may be used for 1) initial salary class placement; and 2) transferring from one salary class to another. Such credit must be upper division or graduate courses taken at an accredited college or university. (See No. 2.a. and b. below.)

Methods and regulations determining initial classification placement and for changing an employee's salary classification shall be as follows:

- 1. Official verification of coursework taken shall be completed and/or degree conferred by August 1st for the fall semester and first business day of the spring calendar year in January for the spring semester. All transcripts documenting the coursework taken for a change of column must be submitted to Human Resources.
- 2. Courses taken shall be those approved by the conferring institution for graduate credit. Further all courses shall be within the faculty member's primary assignment. Exceptions to this are as noted below.
 - a. Lower division courses and upper division courses which do not count toward graduate credit must be approved by the Vice President for Instruction/ Vice President for Student Services prior to enrollment in order to be accepted for salary credit. It is the employee's responsibility to secure such approvals prior to enrolling in the course. No more than nine (9) of the units used for a change of salary class may be lower division units under any circumstances.
 - b. Course work taken outside the faculty member's primary assignment must be approved by the Vice President for Instruction / Vice President for Student Services prior to enrolling in the course.
- 3. All transcripts that show evidence of course work taken toward a change of salary class must be on file with the Office of Human Resources no later than August 1st for column advancement for the fall semester and January 3rd for column advancement for the spring semester of the academic year in which the salary classification is to become effective.
- 4. A grade of "C" or higher must be earned in all course work accepted for salary classification credit. A pass/fail course must be noted as "pass," and a credit/non-credit course must be noted as "credit" on the transcript.

Adopted: 02-25-74 Revised: 06-10-85 Revised: 12-16-13 Page 1 of 2

Revised: 02-24-75 Revised: 04-10-89 Revised: 02-27-17

Revised: 07-11-77 Technical 04-26-99

Update:

BIDS AND CONTRACTS AND CUPCCAA

References:

SOCCCD Academic Master Agreement

Adopted: Page 2 of 2

5030

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT STUDENT SERVICES

STUDENT FEES

Students shall be assessed an enrollment fee, health fee, and student representation fee at the time of enrollment. Students may also be charged instructional materials fees, parking fee, associated students fee, nonresident application fee, and other fees as permitted by law or regulation. The amounts of the fees is are established and/or permitted by law, and published in the College catalog(s) and on other print and electronic publications. The District may adjust, waive, or partially refund the fee as provided in the California Education Code law or regulation.

Students shall receive up to two copies of their transcripts and verifications of records without charge.

Students may also be charged health fees, materials fees, parking fees, and nonresident application fees as permitted by law. These All student fees charged are shall be published in the College college catalogs. They may also be provided and on other print and electronic publications.

The District shall refund student fees in accordance with applicable federal and state laws and regulations and District policies and regulations.

The Chancellor shall establish regulations defining the fees charged and refund process.

References:

Update:

California Education Code, Section<u>s</u> <u>66025.3, 68120, 68130.5, 70902(b)(9), 76140, 76141, 76223, 76300, and 76300.5</u>

Title 5, Sections <u>51012</u>, <u>54070</u>, <u>58500--58520</u>, <u>and 58629</u>

Accreditation Standard 1.C.6.

Eligibility Requirement 20

Adopted: 05-15-89 Revised: 05-27-03 Revised: 04-08-91 Revised: 03-28-11 Technical 04-26-99 Revised 05-16-16

Page 1 of 1

5608

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **STUDENTS**

STUDENT FEE REFUNDS DELETE-Language moved to BP-5030 Student Fees

The South Orange County Community College District shall refund enrollment, nonresident tuition, and fees in accordance with applicable federal and state laws and regulations.

The Chancellor shall establish administrative regulations defining the refund process.

Reference:

Title 5, California Code of Regulations, Section 54070, 58508

Adopted: 05-03-82 Revised: 04-26-99 Revised: 05-21-12 Page 1 of 1

Revised: 05-15-89 Revised: 08-30-04 Revised: 06-24-19

Revised: 04-08-91 Revised: 01-31-05

5613

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT STUDENTS

Page 1 of 1

TRANSCRIPTS DELETE – Language moved to BP-5030

Each student who completes work at the college is entitled to two copies of transcripts or two verifications without charge. Additional copies may be obtained at a reasonable charge as stated in the college catalogs and other electronic publications.

Reference:

— California Education Code, Section 76223

Revised: 5-15-89 Revised: 05-23-11 Revised: 4-26-99 Reviewed: 10-30-17

Revised: 8-30-04 Revised: 1-31-05

40047140

Page 1 of 1

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **HUMAN RESOURCES**

PUBLIC NOTICE—COLLECTIVE BARGAINING

Pursuant to the Government Code and Chapter 3, Public Notice Proceedings, the Board of Trustees hereby adopts the following procedure to insure that the public receive effective notice regarding collective bargaining proposals:

- 1. Exclusive representatives and the Board shall present their respective initial collective bargaining proposals at public meetings of the Board and both the Board's and exclusive representatives' initial proposals shall thereafter be public records. Copies shall be kept on file and available to the public at the circulation desk of each college library and in the Office of Human Resources.
- 2. The public will be provided the opportunity to respond to the initial proposals at the next regularly scheduled Board meetings or special meeting dealing with this subject. Negotiations between the District and exclusive representatives shall not commence until the public has had the opportunity to respond to the initial proposals. After inviting public response, the Board shall adopt its initial proposal and negotiations may thereafter commence.
- 3. If new subjects not set forth in either of the respective initial proposals are raised during bargaining, any proposal regarding such subject shall become a public record within twenty four (24) hours and available in the library of each college and the Office of Human Resources, as above. The Board shall make public the formal vote, if any, of each member voting on such new proposals within twenty-four (24) hours.

If eligible employees of the District select an employee organization as their exclusive representative, and if, after recognition by the District or after a properly conducted election, an exclusive representative is certified as the representative of an appropriate unit of employees under the provisions of the Educational Employment Relations Act, Government Code Sections 3540 et seq., then District will meet and negotiate in good faith on matters within the scope of bargaining as defined by law.

References:

Government Code, Chapter 3, Section 3540 et seq

Adopted: 02-14-89 Revised: 01-20-04 Revised: 04-10-89 Reviewed: 03-28-11 Revised: 04-26-99 Reviewed: 03-27-17

44207165

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **HUMAN RESOURCES**

ENROLLMENT FEE REIMBURSEMENT FOR ELIGIBLE EMPLOYEES

Eligible full time permanent employees of the South Orange County Community College District may receive reimbursement for enrollment fees paid to attend District courses. Enrollment fee reimbursement is intended to provide employees with the opportunity to continue their education and improve their skills.

The Chancellor shall establish regulations for implementing this policy. *Administrative Regulation AR 4420 7165* provides details for implementing this Policy.

Adopted: 12-11-06 Revised: 05-15-17 Page 1 of 1

Revised: 01-20-11 Reviewed: 11-16-16

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 12/14/20

ITEM: 6.6

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Recess to Public Hearing – SOCCCD District Initial Proposal

to SOCCCD California School Employees Association (CSEA)

ACTION: Public Hearing

BACKGROUND

On November 16, 2020, the Board of Trustees received and accepted the initial proposal from the SOCCCD District for review and study.

STATUS

The Board will conduct a public hearing to provide an opportunity for the public to comment on the SOCCCD District's initial proposal to the California School Employees Association, initially sunshined on November 16, 2020, shown in Exhibit A.

INITIAL PROPOSAL FROM THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TO THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 586 (CSEA)

DECEMBER 14, 2020

The collective bargaining proposals submitted herein by the South Orange County Community College District to the South Orange County Community College District California School Employees Association Chapter 586 (CSEA) are expressly pursuant to the Educational Employment Relations Act, and in particular Government Code Section 3547, and the parties' collective bargaining agreement. It is the intention of the South Orange County Community College District to bargain in good faith over the proposals submitted by the respective parties. All articles in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

GLOBAL

The District intends to submit proposals to correct formatting, spelling, and/or inconsistent contract language to ensure a clearer understanding of the terms of the bargaining agreement. The District intends to include updated terms relating to the effective term of the Agreement, globally remove historical references, and globally update references to Board Policy and/or Administrative Regulations, where necessary. The District further intends to update and modify appendices as necessary.

ARTICLE 2 ORGANIZATIONAL SECURITY

The District intends to submit proposals to incorporate mandatory revisions, including compliance regarding dues deductions under Senate Bill 866. The District also intends to submit proposals concerning the effect of the Supreme Court's decision in *Janus v. AFSCME, Council 31* (2018) 138 S. Ct. 2448, which held the authorization and collection of "agency" or "service" fees violates the Constitution and are void.

ARTICLE 3 CSEA RIGHTS

The District intends to submit proposals to clarify the parameters and processes for the request, authorization, and tracking of release time. The District also intends to submit proposals relating to CSEA's right of access to new employee orientations and receive information about bargaining unit members pursuant to Assembly Bill 119.

ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The District intends to submit proposals to update and clarify the terms of this Article regarding the exercise of District rights and responsibilities.

ARTICLE 5 EVALUATIONS

The District intends to submit proposals to update and clarify terms relating to the Evaluations of bargaining unit employees, including provisions relating to information utilized in developing the evaluation report and subsequent recommendations.

ARTICLE 6 PERSONNEL FILES

The District intends to submit proposals to update and modify this Article regarding the rights of unit members to review and receive copies of personnel documents, the entry of personnel documents in a unit member's personnel file, and related procedures.

ARTICLE 7 HOURS AND OVERTIME

The District intends to submit proposals to standardize and incorporate provisions relating to Summer scheduling on a 4-day 10-hour workweek. The District also intends to submit proposals concerning the scheduling of assigned time, including opportunities for overtime and call-in time, in order to update and clarify the terms of this Article.

ARTICLE 8 PAY AND ALLOWANCES

The District intends to submit proposals to modify this Article in a manner that promotes a prudent, conservative fiscal approach while attracting and retaining qualified personnel. The District also intends to submit proposals regarding the Reclassification program, with the intent of incorporating in the successor agreement a process that will permit bargaining unit members a reasonably predictable method to request reclassification. The District further intends to submit proposals to clarify the corrective procedures in the event of payroll errors.

ARTICLE 9 HEALTH AND WELFARE BENEFITS

The District intends to submit proposals to remove outdated language and information from this Article, and to update the general parameters of this Article while maintaining a prudent, conservative fiscal approach to managing benefits costs.

ARTICLE 11 VACATIONS

The District intends to submit proposals to update and clarify the parameters and processes for the request, authorization, and tracking of vacation leave.

ARTICLE 12 LEAVES

The District intends to submit proposals to update and modify the terms of this Article to account for recent statutory changes that impact various leave entitlements, as well as clarifying parameters for non-statutory leaves. The District also intends to submit proposals to update and clarify the parameters and processes for the request, authorization, and tracking of various leaves of absence.

ARTICLE 13 TRANSFERS AND REASSIGNMENT

The District intends to submit proposals to update and clarify this Article in order to maintain compliance with Title 5 regulations relating to open and public recruiting. The District also intends to submit proposals to modify and clarify the contractual processes for personnel transfers in order to align with the procedures of the Board of Trustees.

ARTICLE 15 DISCIPLINARY ACTIONS

The District intends to submit proposals to update and clarify this Article with respect to the principles of progressive discipline in order to more clearly define the scope of the progressive discipline policy. The District further intends to submit proposals to clarify the negotiated causes for disciplinary action.

ARTICLE 17 LAYOFF AND REEMPLOYMENT PROCEDURES

The District intends to submit proposals to clarify the rights of unit members with respect to reemployment opportunities and the right to participate in promotional recruiting, consistent with the Education Code and judicial interpretation.

ARTICLE 21 NEGOTIATIONS

The District intends to submit proposals to update and modify this Article for the duration of the successor agreement, specifically including the modification of the Reopener Clause as relevant to the matters pending negotiation by the parties.

ARTICLE 22 DURATION

The District intends to submit proposals to update the term of the Agreement, reflecting at most a three (3) year bargaining agreement as authorized by Government Code.

ARTICLE 23 DEFINITIONS

The District intends to submit proposals to update, modify, and clarify this Article for the purposes of interpreting the remainder of the Agreement.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 12/14/20

ITEM: 6.7

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Adoption of SOCCCD District Initial Proposal to SOCCCD

California School Employees Association (CSEA)

ACTION: Approval

BACKGROUND

On November 16, 2020, the Board of Trustees received and accepted the initial proposal from the SOCCCD District for review and study.

STATUS

The Board conducted a public hearing on December 14, 2020, to provide an opportunity for the public to comment on the SOCCCD District's initial proposal to the California School Employees Association for Articles 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15, 17, 18, 21, 22, and 23.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the SOCCCD District's initial proposal for Articles 2, 3, 4, 5, 6, 7, 8, 9, 11, 12, 13, 15, 17, 18, 21, 22, and 23, shown in Exhibit A.

INITIAL PROPOSAL FROM THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT TO THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION CHAPTER 586 (CSEA)

DECEMBER 14, 2020

The collective bargaining proposals submitted herein by the South Orange County Community College District to the South Orange County Community College District California School Employees Association Chapter 586 (CSEA) are expressly pursuant to the Educational Employment Relations Act, and in particular Government Code Section 3547, and the parties' collective bargaining agreement. It is the intention of the South Orange County Community College District to bargain in good faith over the proposals submitted by the respective parties. All articles in the Collective Bargaining Agreement shall be deemed to remain unchanged unless otherwise expressly stated.

GLOBAL

The District intends to submit proposals to correct formatting, spelling, and/or inconsistent contract language to ensure a clearer understanding of the terms of the bargaining agreement. The District intends to include updated terms relating to the effective term of the Agreement, globally remove historical references, and globally update references to Board Policy and/or Administrative Regulations, where necessary. The District further intends to update and modify appendices as necessary.

ARTICLE 2 ORGANIZATIONAL SECURITY

The District intends to submit proposals to incorporate mandatory revisions, including compliance regarding dues deductions under Senate Bill 866. The District also intends to submit proposals concerning the effect of the Supreme Court's decision in *Janus v. AFSCME, Council 31* (2018) 138 S. Ct. 2448, which held the authorization and collection of "agency" or "service" fees violates the Constitution and are void.

ARTICLE 3 CSEA RIGHTS

The District intends to submit proposals to clarify the parameters and processes for the request, authorization, and tracking of release time. The District also intends to submit proposals relating to CSEA's right of access to new employee orientations and receive information about bargaining unit members pursuant to Assembly Bill 119.

ARTICLE 4 MANAGEMENT RIGHTS AND RESPONSIBILITIES

The District intends to submit proposals to update and clarify the terms of this Article regarding the exercise of District rights and responsibilities.

ARTICLE 5 EVALUATIONS

The District intends to submit proposals to update and clarify terms relating to the Evaluations of bargaining unit employees, including provisions relating to information utilized in developing the evaluation report and subsequent recommendations.

ARTICLE 6 PERSONNEL FILES

The District intends to submit proposals to update and modify this Article regarding the rights of unit members to review and receive copies of personnel documents, the entry of personnel documents in a unit member's personnel file, and related procedures.

ARTICLE 7 HOURS AND OVERTIME

The District intends to submit proposals to standardize and incorporate provisions relating to Summer scheduling on a 4-day 10-hour workweek. The District also intends to submit proposals concerning the scheduling of assigned time, including opportunities for overtime and call-in time, in order to update and clarify the terms of this Article.

ARTICLE 8 PAY AND ALLOWANCES

The District intends to submit proposals to modify this Article in a manner that promotes a prudent, conservative fiscal approach while attracting and retaining qualified personnel. The District also intends to submit proposals regarding the Reclassification program, with the intent of incorporating in the successor agreement a process that will permit bargaining unit members a reasonably predictable method to request reclassification. The District further intends to submit proposals to clarify the corrective procedures in the event of payroll errors.

ARTICLE 9 HEALTH AND WELFARE BENEFITS

The District intends to submit proposals to remove outdated language and information from this Article, and to update the general parameters of this Article while maintaining a prudent, conservative fiscal approach to managing benefits costs.

ARTICLE 11 VACATIONS

The District intends to submit proposals to update and clarify the parameters and processes for the request, authorization, and tracking of vacation leave.

ARTICLE 12 LEAVES

The District intends to submit proposals to update and modify the terms of this Article to account for recent statutory changes that impact various leave entitlements, as well as clarifying parameters for non-statutory leaves. The District also intends to submit proposals to update and clarify the parameters and processes for the request, authorization, and tracking of various leaves of absence.

ARTICLE 13 TRANSFERS AND REASSIGNMENT

The District intends to submit proposals to update and clarify this Article in order to maintain compliance with Title 5 regulations relating to open and public recruiting. The District also intends to submit proposals to modify and clarify the contractual processes for personnel transfers in order to align with the procedures of the Board of Trustees.

ARTICLE 15 DISCIPLINARY ACTIONS

The District intends to submit proposals to update and clarify this Article with respect to the principles of progressive discipline in order to more clearly define the scope of the progressive discipline policy. The District further intends to submit proposals to clarify the negotiated causes for disciplinary action.

ARTICLE 17 LAYOFF AND REEMPLOYMENT PROCEDURES

The District intends to submit proposals to clarify the rights of unit members with respect to reemployment opportunities and the right to participate in promotional recruiting, consistent with the Education Code and judicial interpretation.

ARTICLE 21 NEGOTIATIONS

The District intends to submit proposals to update and modify this Article for the duration of the successor agreement, specifically including the modification of the Reopener Clause as relevant to the matters pending negotiation by the parties.

ARTICLE 22 DURATION

The District intends to submit proposals to update the term of the Agreement, reflecting at most a three (3) year bargaining agreement as authorized by Government Code.

ARTICLE 23 DEFINITIONS

The District intends to submit proposals to update, modify, and clarify this Article for the purposes of interpreting the remainder of the Agreement.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.8 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Academic Employees and Academic/Classified

Administrator/Manager Personnel Actions/Ratifications - Regular

Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2430, the Board of Trustees must ratify all SOCCCD employee actions.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the academic employees and classified administrator/manager personnel actions as shown in Exhibits A and B.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ACADEMIC EMPLOYEE AND ACADEMIC/CLASSIFIED ADMINISTRATOR/MANAGER PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

- 1. ADMINISTRATIVE/MANAGEMENT EMPLOYMENT (Ratified Pursuant to Board **Policy 7110)**
 - a. FARTHING, SCOTT, ID #014387, is to be employed as Dean of Fine Arts and Media Technology, Pos. #P0004614, Office of Instruction, Saddleback College, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 22. Step 2 (\$163,296), effective November 10, 2020. (Exhibit B)
- 2. FULL-TIME FACULTY EMPLOYMENT (Ratified Pursuant to Board Policy 7110)
 - a. BODHANWALA, HOMI, is to be employed as Computer Science Instructor, Pos. #P0017504, Math, Science, & Engineering, Saddleback College, Range II, Step 1 (\$78,028), effective August 16, 2021. Education: M.S., Software Engineering; California State University, Fullerton; B.S., Information and Computer Science; University of California, Irvine.
 - b. FRANKS SAYED, DONNA, is to be employed as Business Instructor, Pos. #P0001720, Economic Workforce Development & Business Science, Saddleback College, Range II, Step 1 (\$78,028), effective January 12, 2021. Education: M.B.A., Business Administration, Brandman University; Irvine, CA; B.A., English Literature, California State Univserity, Fullerton; A.A., General Studies, Irvine Valley College.
 - c. TIMMONS, NICHOLAS, is to be employed as Physics (Astronomy) Instructor, Pos. #P0001603, Math, Science, & Engineering, Saddleback College, Range V, Step 1 (\$90,348), effective August 16, 2021. Education: Ph.D., M.S., B.S., Physics, University of California, Irvine.

3. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 7110)

Bourd Tolley (1110)				
			Approx.	
			<u>Salary</u>	
<u>Applicant</u>	<u>Highest Degree</u>	Assignment	<u>Placement</u>	Start Date
Bereford, Brendan	BA/Accounting	Accounting/IVC	1	01/19/21
Berekian, Beverly	MA/Geology	Geology/IVC	2	01/19/21
¹ Brooks, Kristine	JD/Law	Emeritus/SC	6	01/19/21
David, Kyle	MA/History	History/IVC	2	01/19/21
Ferdosian, Arshang	MA/Statistics	Mathematics/SC	2	01/19/21
Jimenez Bravo,				
Miguel	MA/Mathematics	Mathematics/SC	2	01/19/21
² Kaplan, Jeffrey	Equivalency	Kinesiology/IVC	2	01/19/21
	MA/Sign Language	American Sign		
Kim, Yeh	Education	Language/SC	5	01/19/21

¹ Current Part-Time Faculty Instructor in Political Science, Saddleback College

² Current NBU Employee, Coaching Aide, Kinesiology, Irvine Valley College

A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

3. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 7110)

			<u>Approx.</u> <u>Salary</u>	
<u>Applicant</u>	Highest Degree	Assignment	Placement	Start Date
		Adult Education-		
³ Ledezma, Milton	Equivalency	Secondary Ed./SC	1	01/19/21
⁴ Mariahazy, Laszlo	MA/Geography	Geography/SC	7	01/19/21
Nomura, Kimberlee	MA/Mathematics	Mathematics/SC	2	01/19/21
Tran, Cindy	MBA/Management	Business/SC	5	01/19/21

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Cabral, Larry	Early College BIO 1 & BIO 1L	\$200.00	08/17/20-11/18/20
Fanego, Chris	Early College SOC 1 - 61430	\$100.00	08/17/20-11/20/20
Hill, Sean	Early College HUM 1- 63300	\$100.00	08/18/20-11/12/20
Ingersol, Brittany	Early College PSYC 1 - 61955	\$100.00	08/18/20-11/12/20
Pastrana, Ruby	Early College COUN 10 - 62880	\$100.00	08/17/20-11/20/20
Ramon, Miguel	Early College WR 1 - 64415	\$100.00	08/18/20-11/19/20
Saraphin, Eva	Early College HIST 1 - 63135	\$100.00	08/18/20-11/12/20
Webber, Jonathan	Early College ECON 1 - 61480	\$100.00	08/17/20-11/20/20

General Fund/IVC Month to Date: \$ 900.00 IVC APPROVED FISCAL YEAR TO DATE: \$ 215,762.40

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
Name	<u>Activity</u>	Amount (\$)	Effective Date
Mezo, Laszlo	Fall Symphony Orchestra Guest	\$205.76	10/15/20-10/15/20

General Fund/SC Month to Date: \$ 205.76 SC APPROVED FISCAL YEAR TO DATE: \$ 337,488.23

_

³ Current NBU Employee, HSE Trainer, Adult Education, Saddleback College

⁴ CalSTRs Retiree

C. <u>ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND</u>

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
Name	Activity	Amount (\$)	Effective Date
Akhavan, Susan	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Andersen, Dylan	ESL 90 Cohort Sept Meeting	\$91.46	09/10/20-09/10/20
Anderson, Mike	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Barasch, Ron			09/25/20-09/25/20
· · · · · · · · · · · · · · · · · · ·	AESL Pronc Cohort Sept. MTG	\$45.73	
Barasch, Ron	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Beck, Rebecca	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Beck, Rebecca	WR 302 Mid Semester Meeting	\$91.46	10/23/20-10/23/20
Brown, Kevin	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Burklund, Michael	AESL Pronc Cohort Sept. MTG	\$91.46	09/25/20-09/25/20
Burklund, Michael	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Burklund, Michael	ESL 360 Cohort Sept Meeting	\$91.46	09/18/20-09/18/20
Cayanan, Nathan	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Cayanan, Nathan	ESL 90 Cohort Sept Meeting	\$91.46	09/10/20-09/10/20
DeRoulet, Daniel	WR 302 Mid Semester Meeting	\$91.46	10/23/20-10/23/20
Dinh, Winnie	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Do, Anhvy	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Galvin, Kelicia	AESL Pronc Cohort Sept. MTG	\$91.46	09/25/20-09/25/20
Galvin, Kelicia	WR 302 Mid Semester Meeting	\$91.46	10/23/20-10/23/20
Goncalves, Mauricio	ESL 80 Cohort Sept Meeting	\$91.46	09/11/20-09/11/20
Granillo, Christine	WR 302 Mid Semester Meeting	\$91.46	10/23/20-10/23/20
Gray Mattoon, Michelle	WR 302 Mid Semester Meeting	\$91.46	10/23/20-10/23/20
Jeong, Bo Reum	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Jerome, Amanda	ESL 90 Cohort Sept Meeting	\$91.46	09/10/20-09/10/20
Joyce, Hillary	ESL 370 Cohort Sept Meeting	\$91.46	09/04/20-09/04/20
Kaminsky, Rebecca	WR 302 Mid Semester Meeting	\$91.46	10/23/20-10/23/20
Kelly, Aaron	ESL 370 Cohort Sept Meeting	\$91.46	09/04/20-09/04/20
Kilber-McNerney, Joanna	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Lin, Alice	AESL Skills Coordinator	\$728.64	08/10/20-12/16/20
McFarland, Garrett	ESL 90 Cohort Sept Meeting	\$91.46	09/10/20-09/10/20
Meyer, Kurt	WR 302 Mid Semester Meeting	\$91.46	10/23/20-10/23/20
Murphy, Tara	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Noyes, Jo Ann	Math 8+387 Oct Meeting		10/23/20-10/23/20
Ornelas, Cecilia	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Ponzillo, Gizelle	AESL Pronc Cohort Sept. MTG	\$91.46	09/25/20-09/25/20
Ponzillo, Gizelle	ESL 80 Cohort Sept Meeting	\$91.46	09/11/20-09/11/20
Pov, Tina	Math 8+387 Oct Meeting	\$45.73	10/23/20-10/23/20
Rucker, Nancy	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Sahranavar, Neda	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Seong, Sara	AESL Pronc Cohort Sept. MTG	\$91.46	09/25/20-09/25/20
Serpas, Summer	WR 302 Mid Semester Meeting	\$91.46	10/23/20-10/23/20
Shiring, Richard	Math 8+387 Oct Meeting	\$45.73	10/23/20-10/23/20
Sponberg, Liane	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Steindler, Savyonne	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Stern, Heather	ESL 360 Cohort Sept Meeting	\$91.46	09/18/20-09/18/20
Suh, Krystal	ESL 80 Cohort Sept Meeting	\$91.46	09/11/20-09/11/20
Tran, Annie	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Warner, Brent	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Warner, Brent	ESL 370 Cohort Sept Meeting	\$91.46	09/04/20-09/04/20
Wilson, Jeff	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20
Zilkow, Christina	SOCRC CAEP PD Training	\$137.18	10/16/20-10/16/20

Categorical/Non-General Fund/IVC Month to Date: \$ 5,987.38 IVC APPROVED FISCAL YEAR TO DATE: \$ 167,753.34

2. It is recommended that the following <u>Saddleback College</u> faculty members be compensated upon completion of additional duties as indicated below.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Beckham, Jack	POCR Peer Reviewer	\$300.00	09/14/20-09/30/20
Bogusiewicz, Kelley	Fall Professional Development	\$182.92	10/16/20-10/16/20
Cavazzi, Bentley	Education Video Production	\$137.19	10/16/20-10/16/20
Cox, Barbara	BUS Program Perkins Project	\$4,573.00	11/01/20-12/15/20
DeDonno, Tom	SWP Regional-Data Analytics	\$2,743.80	11/01/20-12/15/20
DePaoli, Lisa	ZTC Conversion, ESL 325	\$500.00	10/01/20-11/30/20
Foote, Alan	SWP Regional-Data Analytics	\$2,103.58	11/01/20-12/15/20
Fredrickson, Scott	Business Program Perkins Lead	\$2,515.15	09/01/20-12/15/20
Gabdrakhmanova, Farida	Upgrade ID Lab/Clsrm- SWP	\$1,646.28	09/01/20-12/15/20
Garcia, Renee	ZTC Conversion, ANTH 1	\$500.00	08/10/20-09/30/20
Garcia, Renee	ZTC Conversion, ANTH 1L	\$500.00	08/10/20-09/30/20
Garcia, Renee	ZTC Conversion, ANTH 8	\$500.00	08/10/20-09/30/20
Gordon, Sara	Fall Professional Development	\$182.92	10/16/20-10/16/20
Harter-Johnson, Danashanti	Fall Dance Wellness Webinar	\$685.95	08/17/20-12/16/20
Hong, Song	Fall Professional Development	\$182.92	10/16/20-10/16/20
Hu, Judy	Fall Professional Development	\$182.92	10/16/20-10/16/20
Inlow, Lisa	SWP Local - Culinary Project	\$1,463.36	10/01/20-12/15/20
Inlow, Lisa	CTE JSPAC Special Pop Liaison	\$914.60	11/15/20-12/15/20
Kane, Emily	ZTC Conversion, GEOL 1	\$500.00	08/24/20-12/04/20
Signo-Jackson, Janet	Fall Professional Development	\$182.92	10/16/20-10/16/20
Takahashi, Mariko	ZTC Conversion, HIST 17	\$500.00	08/10/20-12/04/20
Trodick, Scot	AHE Practicum Lead	\$228.65	08/31/20-11/20/20
Watt, Deb	AVID Practicum	\$274.38	08/18/20-11/20/20

Categorical/Non-General Fund/SC Month to Date: \$ 21,500.54 SC APPROVED FISCAL YEAR TO DATE: \$ 232,000.96

D. ADDITIONAL COMPENSATION: RESTRICTED FUNDS

1. It is recommended that the following <u>Irvine Valley College</u> faculty members be compensated upon completion of Distance Education Pedagogy Course (4 hrs).

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
DeAngelis, Gail	Distance Education Pedagogy Training 4 hrs	\$182.90	07/14/20-11/09/20
Evans, Max	Distance Education Pedagogy Training 4 hrs	\$182.90	09/28/20-10/15/20
Grabau, Scott	Distance Education Pedagogy Training 4 hrs	\$182.90	09/01/20-10/24/20
Noroozi, Zahra	Distance Education Pedagogy Training 4 hrs	\$182.90	07/20/20-11/10/20
Rossiter, Jon	Distance Education Pedagogy Training 4 hrs	\$182.90	10/19/20-10/30/20
Rucker, Nancy	Distance Education Pedagogy Training 4 hrs	\$182.90	10/01/20-11/10/20

E. WORKLOAD BANKING

 DOLBIN, RJ, ID #022235, Mathematics Instructor, Pos. #P0007224, School of Mathematics, Computer Science, & Engineering, Irvine Valley College, is requesting a banked workload leave of 12 LHE for the Spring Semester 2021, and will continue working 3 LHE for Academic Senate if approved by the Board of Trustees, based on 15 banked LHE in accordance with Article XXVIII, Academic Employee Master Agreement 2018-2021.

F. REORGANIZATION/RECLASSIFICATION

- 1. DISTRICT SERVICES seeks authorization to reorganize the following positions, within its organization as defined by Title 5 Education Code, Section 53021 (a), (b), and (c) Recruitment.
 - a. REORGANIZE DIRECTOR OF INFORMATION TECHNOLOGY INFRASTRUCTURE AND SECURITY, Pos. #P0004559, Technology Learning Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 20, full-time, 40 hours per week, 12 months per year;
 TO EXECUTIVE DIRECTOR OF INFORMATION TECHNOLOGY AND SECURITY, Pos. #P0004559, Technology Learning Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 23, full-time, 40 hours per week, 12 months per year position, effective January 1, 2021. This reorganization was approved by the Chancellor on November 24, 2020.
 - i. REORGANIZE JEFFERY L. DORSZ, ID #012407, from DIRECTOR OF INFORMATION TECHNOLOGY INFRASTRUCTURE AND SECURITY, Pos. #P0004559, Technology Learning Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 20, Step 8, full-time, 40 hours per week, 12 months per year; to EXECUTIVE DIRECTOR OF INFORMATION TECHNOLOGY AND SECURITY, Pos. #P0004559, Technology Learning Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 23, Step 6, full-time, 40 hours per week, 12 months per year, effective January 1, 2021.

F. REORGANIZATION/RECLASSIFICATION – Continued

- 2. DISTRICT SERVICES seeks authorization to reorganize the following positions, within its organization as defined by Title 5 Education Code, Section 53021 (a), (b), and (c) Recruitment.
 - b. REORGANIZE DIRECTOR OF INFORMATION TECHNOLOGY ADMINISTRATIVE SYSTEMS, Pos. #P0004558, Technology Learning Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 20, full-time, 40 hours per week, 12 months per year;
 TO DIRECTOR OF INFORMATION TECHNOLOGY ENTERPRISE SYSTEMS, Pos. #P0004558, Technology Learning Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 20, full-time, 40 hours per week, 12 months per year position, effective January 1, 2021. This reorganization was approved by the Chancellor on November 24, 2020.
 - i. **REORGANIZE** GERMELINE JELTEMA, ID #023683, from DIRECTOR OF INFORMATION TECHNOLOGY ADMINISTRATIVE SYSTEMS, Pos. #P0004558, Technology Learning Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 20, Step 8, full-time, 40 hours per week, 12 months per year; to DIRECTOR OF INFORMATION TECHNOLOGY ENTERPRISE SYSTEMS, Pos. #P0004558, Technology Learning Services, Academic Administrators and Classified Administrators/Managers Salary Schedule Range 20, Step 8, full-time, 40 hours per week, 12 months per year, effective January 1, 2021.
- 3. DISTRICT SERVICES seeks authorization to change the reporting structure for the following position within its organization as defined by Title 5 Education Code, Section 53021 (a), (b), and (c) Recruitment, from reporting to the Vice Chancellor of Business Services, to begin reporting to the Executive Director of Information Technology and Security, effective January 1, 2021.
 - a. Workday HCM/Finance Enterprise Resource Planning Program Manager, Categorical, Pos. #P0009854 (Appointed to Herb Richter, ID #022688)



AGREEMENT FOR EMPLOYMENT OF DEAN OF FINE ARTS AND MEDIA TECHNOLOGY SADDLEBACK COLLEGE BETWEEN

THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT AND DR. SCOTT FARTHING

THIS EMPLOYMENT AGREEMENT (hereinafter "Agreement") is made and entered into this tenth day of November, 2020, by and between the Governing Board of the South Orange County Community College District (hereinafter referred to as either the "District" or "Board", as appropriate) and Dr. Scott Farthing (hereinafter "Dr. Farthing").

IT IS HEREBY AGREED AS FOLLOWS:

- 1. <u>Dean of Fine Arts and Media Technology</u>. Dr. Farthing is hereby employed for a period of time commencing on November 10, 2020, and ending on June 30, 2023, as the Dean of Fine Arts and Media Technology. The Dean of Fine Arts and Media Technology is an academic employee as defined in Education Code Section 87001(a), 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. <u>General Terms and Conditions of Employment</u>. 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. <u>Powers and Duties</u>. Dr. Farthing shall perform all of the powers and duties of the position of Dean of Fine Arts and Media Technology, as set forth in the position description, and such other duties as may be assigned. During the term of this contract, Dr. Farthing 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. <u>Salary</u>. Salary paid to the Dean of Fine Arts and Media Technology shall be according to the Academic and Classified Administrators/Classified Managers Salary Schedule: Range 22, Step 2, \$163,296 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 Fine Arts and Media Technology's salary from time to time. Any adjustment in salary during the term of this Agreement shall not be interpreted as a new agreement nor operate as an extension or renewal of this Agreement.
- 5. <u>Professional Schedule and Vacation</u>. Dr. Farthing 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. Dr. Farthing shall accrue one day of sick leave for each full month of employment during the term of this Agreement. Dr. Farthing 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. Farthing 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, Dr. Farthing 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 Dr. Farthing with periodic opportunities to discuss the Vice President/Dean's relationship.
- 6.2 The Vice President for Instruction will set Dr. Farthing's goals for each 12-month period by June 20 of each college year. Dr. Farthing's 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 Dr. Farthing, 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. Farthing in the performance of the duties of Dean of Fine Arts and Media Technology.
- 7.2 In addition to any reimbursement provided under section 7.1 above, the District will reimburse Dr. Farthing for travel expenses outside the District in accordance with District policies and procedures. The District shall provide Dr. Farthing with a monthly stipend of \$250 to cover use of a personal automobile within Orange County and a monthly allowance of \$165 to cover cellular telephone expenses.
- 8. Fringe Benefits. The District shall provide to Dr. Farthing, his spouse/registered domestic partner, and eligible dependents all health and welfare benefits which presently include health, medical, dental, and vision insurance, as are granted to the District's 12-month administrative employees including any applicable deductibles and contributions that are provided to the District's 12-month administrative employees. It is agreed and understood that these fringe benefits may be amended and modified or deleted in their entirety from time to time as determined by the Governing Board. Notwithstanding any such amendments or modifications, Dr. Farthing, his spouse/registered domestic partner, 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 Fine Arts and Media Technology 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 Fine Arts and Media Technology, 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 non-renewal

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.

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 Fine Arts and Media Technology 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 Fine Arts and Media Technology shall be entitled to meet with the Board in closed session to state why the Board should not terminate the Agreement. The Dean of Fine Arts and Media Technology 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 Fine Arts and Media Technology, provide the Dean of Fine Arts and Media Technology with its final decision in writing. If the Board determines to terminate this Agreement pursuant to this Section, the Dean of Fine Arts and Media Technology shall not be entitled to any additional procedural protections. Upon issuance of the Board's written decision pursuant to this Section, the Dean of Fine Arts and Media Technology shall immediately cease to receive the compensation, benefits, and allowances set forth in this Agreement.

Since Dr. Farthing has previously acquired tenure in the District as a faculty member, he shall be so assigned upon the termination of this Agreement, and the terms and conditions of his employment will be the same as any other similarly situated faculty member. Termination of Dr. Farthing from his employment with the District, as opposed to the termination of this Agreement, shall be pursuant to the provisions of California Education Code Section 87732 *et seq.*, and 87660 *et seq.* Effective the date of this agreement, he will be placed on Range 5, Step 15 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 Fine Arts and Media Technology with a written notice of termination. If the Board elects to terminate this Agreement pursuant to this section, the Dean of Fine Arts and Media Technology 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. Farthing's right to any allowances set forth herein shall end upon the Board's sending of the notice specified in this Section. This Agreement incorporates by reference and is subject to the provisions of California Government Code Section 53260.
- 9.5 Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 *et seq.*, in the event the Dean of Fine Arts and Media Technology is convicted of a crime constituting an "abuse of office," the Dean of Fine Arts and Media Technology 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. <u>Entire Agreement</u>. 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. <u>Headings</u>. 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. <u>Applicable Law</u>. 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. <u>Savings Clause.</u> 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	Dated
Dr. Kathleen F. Burke	
Chancellor	
South Orange County Community College District	
by	Dated
Dr. Scott Farthing	
Dean of Fine Arts and Media Technology	
Saddleback College	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT I

ITEM: 6.9 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Classified Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2430, the Board of Trustees must ratify all SOCCCD employee actions.

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.

Item Submitted By: Dr. Cindy Vyskocil, Vice Chancellor, Human Resources

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. <u>CLASSIFIED EMPLOYMENT</u> (Information Items Pursuant to Board Policy 7110)
 - a. RIEL, AMIE is to be employed as Human Resources Specialist, Pos. #P0003293, Office of Human Resources, 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 9, 2020.
 - b. BLADES, BREE is to be employed as Senior Matriculation Specialist, Categorical, Pos. #P0005128, Student Success and Support Services, Irvine Valley College, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Step 2, 40 hours per week, 12 months per year, effective October 26, 2020. Employment in this position is contingent upon funding by the Student Equity and Achievement Program. The Board of Trustees approved this position on December 15, 2014.

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE CLASSIFIED POSITIONS

1. ADMINISTRATIVE ASSISTANT, CATEGORICAL, Pos. #P0018530, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 121, Student Health Center, Saddleback College, seeks authorization to establish and announce this part-time, 25 hours per week, 12 months per year position to its staff complement, effective November 18, 2020. Employment in this position is contingent upon funding by Health Fee Services (75%) and the Child Development Fund (25%). This position was approved by the Chancellor or designee on November 18, 2020.

C. <u>AUTHORIZATION TO INCREASE/DECREASE HOURS PER WEEK AND/OR MONTHS PER YEAR FOR CLASSIFIED POSITIONS</u>

1. ¹SENIOR ADMINISTRATIVE ASSISTANT, Pos. #P0004867, C.S.E.A. Classified Bargaining Unit Salary Schedule Range 127, Student Equity and Special Programs, Saddleback College, seeks authorization to increase the months per year for this full-time, 40 hours per week, 11 months per year position, to full-time, 40 hours per week, 12 months per year, effective March 1, 2017.

D. CHANGE OF STATUS

1. SADDLEBACK COLLEGE (SC): <u>CLASSIFIED CHANGE IN EMPLOYMENT STATUS</u> (Information Items – Pursuant to Board Policy 7110)

	Assignment	Assignment	Range/		Effective
Name	From	<u>To</u>	Step	<u>Hours</u>	<u>Date</u>
Hatashita, Kevin	P0008126, IT	P0004059, IT Systems	136/4	40	11/09/2020
	Systems Specialist I	Specialist II			

¹ This increase in months per year was effective March 1, 2017, but not previously indicated on a Board Agenda. December 14, 2020

- E. <u>OUT OF CLASS ASSIGNMENTS</u> FOR POSITIONS THAT ARE VACANT DURING RECRUITMENT FOR PERMANENT APPOINTMENTS (LIMITED TO 960 HOURS PER FISCAL YEAR)
 - 1. SADDLEBACK COLLEGE **placed** the following permanent classified employees in temporary, and/or out of class assignments.

	<u>Permanent</u>		Range/		Effective
<u>Name</u>	<u>Assignment</u>	Temporary Assignment	<u>Step</u>	<u>Hours</u>	<u>Date</u>
Williams,	P0003445, Counseling	P0018502, Disabled	123/3	40	11/09/2020
Christopher	Office Assistant	Student Program Specialist			

- **F.** <u>OUT OF CLASS ASSIGNMENTS</u> FOR POSITIONS THAT ARE TEMPORARILY AVAILABLE DUE TO LEAVES OF ABSENCE, ETC.
 - 1. IRVINE VALLEY COLLEGE **placed** the following permanent classified employees in temporary and/or out of class assignments.

	Permanent	Temporary	Range/		Effective
<u>Name</u>	Assignment	Assignment	Step	<u>Hours</u>	<u>Date</u>
Cenzer, Jordan	P0013453,	P0018462, Lead	119/2	40	10/22/2020
	Custodian	Custodian			

2. SADDLEBACK COLLEGE **placed** the following permanent classified employees in temporary and/or out of class assignments.

	<u>Permanent</u>	<u>Temporary</u>	Range/		<u>Effective</u>
<u>Name</u>	Assignment	Assignment	<u>Step</u>	<u>Hours</u>	<u>Date</u>
Pifer, Don	P002509,	P0018510,	118/6	40	11/13/20
	Custodian	Groundskeeper			

G. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. ARREOLA, JOSE, ID #001888, Groundskeeper #P0002794, Facilities, Maintenance, Operations and Support Services, Saddleback College, retirement effective November 28, 2020. Start date: September 27, 1983. Years of Service: 37 years 2 Months.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 6.10

DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Non-Bargaining Unit Personnel Actions – Regular Items

ACTION: Ratification

BACKGROUND

In accordance with Board Policy 2430, the Board of Trustees must ratify all SOCCCD employee actions.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of achieving the goals of the District while supporting and assisting students with respect to their educational goals.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the non-bargaining unit personnel actions as shown in Exhibit A.

Item Submitted By: Dr. Cindy Vyskocil, Vice Chancellor, Human Resources

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>Hourly</u>	
<u>Name</u>	Classification	<u>Rate (\$)</u>	Start Date
Eaton, Michelle	Administrative Assistant/IVC	24.43	11/23/20-06/30/21
Laros, Michael	Police Officer/SC	31.20	11/04/20-06/30/21

2. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2020/2021** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		Hourly	
<u>Name</u>	<u>Position</u>	<u>Rate (\$)</u>	Start/End Date
Ali, Dyly	TMD Aide/SC	14.50	12/15/20-06/30/21
Alsayed, Brooke	Project Specialist/DS	14.50	12/15/20-06/30/21
Arif, Daoud	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Bell, Dylan	TMD Aide/IVC	14.50	12/15/20-06/30/21
Boyer, Gary	TMD Aide/SC	14.50	12/15/20-06/30/21
Brown, Natasha	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Bulman, Cory	Project Specialist/SC	25.00	11/16/20-06/30/21
Burnett, Larcyn	TMD Aide/SC	14.50	12/15/20-06/30/21
Carranco Rodriguez, Ana	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Chang, Selene	Project Specialist/DS	14.50	12/15/20-06/30/21
Cueva, Shantelle	TMD Aide/IVC	14.50	12/15/20-06/30/21
Fessler, Victor	Adapted Kines. Aide/IVC	14.50	12/15/20-06/30/21
Filtz, Henry	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Gardner, Keith	TMD Aide/IVC	14.50	12/15/20-06/30/21
German, Jessica	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Gibson, Alice	Project Specialist/SC	25.00	11/16/20-06/30/21
Gregory, Matthew	TMD Aide/IVC	14.50	12/15/20-06/30/21
Gutierrez, Austin	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Heil, Sarah	TMD Aide/IVC	14.50	12/15/20-06/30/21
Holub, Hunter	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Hughes, Jacob	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Jones, David	TMD Aide/SC	14.50	12/15/20-06/30/21
Kalantari, Mehron	TMD Aide/SC	20.00	10/24/20-06/30/21
Knopick, Eric	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Lam, Geen	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Levin, Neil	TMD Aide/SC	14.50	12/15/20-06/30/21
Lucas, Richard	TMD Aide/IVC	14.50	12/15/20-06/30/21
Luu, Minh	Project Specialist/IVC	14.50	12/15/20-06/30/21
Mayville, Joseph	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
McClain, Alexander	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21

A. NEW PERSONNEL APPOINTMENTS - Continued

2. The following individuals are to be employed as **Short-Term** (**Temporary**) positions for the **2020/2021** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

		Hourly	
<u>Name</u>	<u>Position</u>	<u>Rate (\$)</u>	Start/End Date
Miller, Chase	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Naiknavare, Abhijeet	TMD Aide/SC	14.50	12/15/20-06/30/21
¹ Nin, Joshua	Project Specialist/SC	14.50	12/15/20-06/30/21
Palmer, Julian	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Parrilla, Edward	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Payne, Roxanna	TMD Aide/IVC	14.50	12/15/20-06/30/21
Phan, Libbe	Project Specialist/DS	14.50	12/15/20-06/30/21
Roman, Kaitlyn	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Salgado, Michael	TMD Aide/IVC	14.50	12/15/20-06/30/21
Sedor, Samantha	TMD Aide/SC	14.50	12/15/20-06/30/21
Sierra, Adriana	TMD Aide/IVC	14.50	12/15/20-06/30/21
Signorelli, Keoni	TMD Aide/IVC	14.50	12/15/20-06/30/21
Stein, Abby	TMD Aide/IVC	14.50	12/15/20-06/30/21
Sussman, Diane	TMD Aide/SC	14.50	12/15/20-06/30/21
Tran, Austin	Adapted Kines. Aide/IVC	14.50	12/15/20-06/30/21
Vaughn, Yvonne	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Veeneman, Elizabeth	Project Specialist/SC	25.00	11/16/20-06/30/21
Wells, Johann	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21
Yurkovich, Jacob	TMD Aide/SC	14.50	12/15/20-06/30/21
Zowila, Radwa	Adapted Kines. Aide/SC	14.50	12/15/20-06/30/21

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 **2020/2021** academic year.

<u>Name</u>	Start/End Date
Eyres, Chase	12/15/20-06/30/21
Geiger, Nicholas	12/15/20-06/30/21
Hardy, Jennifer	12/15/20-06/30/21
Pinchuk, Anatolii	12/15/20-06/30/21

December 14, 2020

¹ Related to Orlantha Nin, Counseling – EOPS/CARE, Saddleback College

A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

		Not to
Name	Position	Exceed (\$) Start/End Date
Afzal, Hammad	Tutor/IVC	14.50 12/15/20-06/30/21
Ahmed, Aisha	Tutor/IVC	14.50 12/15/20-06/30/21
Ahmedani, Mustafa	Tutor/IVC	14.50 12/15/20-06/30/21
Amirault, Alyssa	Tutor/IVC	14.50 12/15/20-06/30/21
Amirkhalili, Mohammad	Tutor/IVC	14.50 12/15/20-06/30/21
Anthony, Colin	Tutor/IVC	14.50 12/15/20-06/30/21
Arnett, Isabella	Tutor/SC	14.50 12/15/20-06/30/21
Baghbaninogourani,	Tutor/IVC	14.50 12/15/20-06/30/21
Rounak		
Beigi, Sofia	Tutor/IVC	14.50 12/15/20-06/30/21
Bogdan, Amber	Tutor/SC	14.50 12/15/20-06/30/21
Bromby, Joshua	Tutor/SC	14.50 12/15/20-06/30/21
Brull, John	Tutor/SC	14.50 12/15/20-06/30/21
Burdiukova, Lidiia	Tutor/IVC	14.50 12/15/20-06/30/21
Cantarini, Taylor	Tutor/SC	14.50 12/15/20-06/30/21
Carson, Thomas	Tutor/SC	14.50 12/15/20-06/30/21
Casimiro, Kenneth	Tutor/SC	14.50 12/15/20-06/30/21
Chabok, Milad	Tutor/SC	14.50 12/15/20-06/30/21
Chen, Winson	Tutor/IVC	14.50 12/15/20-06/30/21
Chen, Yuen	Tutor/IVC	14.50 12/15/20-06/30/21
Chu, Erica	Tutor/IVC	14.50 12/15/20-06/30/21
Churchill, Spencer	Tutor/IVC	14.50 12/15/20-06/30/21
Cozzens, Brendon	Tutor/SC	14.50 12/15/20-06/30/21
Crowl, Emily	Tutor/IVC	14.50 12/15/20-06/30/21
Dade, Alexander	Tutor/SC	14.50 12/15/20-06/30/21
Dao, Angela	Tutor/IVC	14.50 12/15/20-06/30/21
Darian, Josh	Tutor/IVC	14.50 12/15/20-06/30/21
Davison, Lynnsey	Tutor/IVC	14.50 12/15/20-06/30/21
Donnelly, Cole	Tutor/SC	14.50 12/15/20-06/30/21
East, Noah	Tutor/SC	14.50 12/15/20-06/30/21
Eisakhani, Mahdieh	Tutor/IVC	14.50 12/15/20-06/30/21
Esmaeilpour, Isuda	Tutor/IVC	14.50 12/15/20-06/30/21
Evans, Brandon	Tutor/SC	14.50 12/15/20-06/30/21
Feng, Emily	Tutor/IVC	14.50 12/15/20-06/30/21
Fierros, Eladio	Tutor/IVC	14.50 12/15/20-06/30/21
Foster, Charles	Tutor/SC	14.50 12/15/20-06/30/21
Frank, Sam	Tutor/SC	14.50 12/15/20-06/30/21
Franklin, Michael	Tutor/IVC	14.50 12/15/20-06/30/21
Gable, Ronald	Comm. Ed. Trainer/IVC	14.50 12/15/20-06/30/21
Gavin, Anthony	Tutor/SC	14.50 12/15/20-06/30/21
Gavino, Michael	Tutor/IVC	14.50 12/15/20-06/30/21

A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

		Not to	
<u>Name</u>	<u>Position</u>		Start/End Date
Ghaly, James	Tutor/SC	14.50	12/15/20-06/30/21
Ghofrani, Natasha	Tutor/SC	14.50	12/15/20-06/30/21
Godinez, Eduardo	Tutor/IVC	14.50	12/15/20-06/30/21
Goldsworth, Grant	Tutor/SC	14.50	12/15/20-06/30/21
Gore, Carsen	Tutor/SC	14.50	12/15/20-06/30/21
Hadjiabdolhamid, Negin	Tutor/IVC	14.50	12/15/20-06/30/21
Hall-Patterson, Kris	Comm. Ed. Trainer/IVC	14.50	12/15/20-06/30/21
Hamouda, Sama	Tutor/IVC	14.50	12/15/20-06/30/21
Hitch, Nathan	Tutor/SC	14.50	12/15/20-06/30/21
² Ho, Pin Ju	Tutor/IVC	14.50	12/15/20-06/30/21
Ho, Pin-Shiuan	Tutor/IVC	14.50	12/15/20-06/30/21
Ismail, Zareen	Tutor/SC	14.50	12/15/20-06/30/21
Jafarian Jegheh, Negar	Tutor/SC	14.50	12/15/20-06/30/21
Jandali, Zackaria	Tutor/SC	14.50	12/15/20-06/30/21
Juma, Frank	Tutor/IVC	14.50	12/15/20-06/30/21
Kaghazchi, Azita	Tutor/IVC	14.50	12/15/20-06/30/21
Kalthoum, Hashem	Tutor/SC	14.50	12/15/20-06/30/21
Karimi Hashjin, Keivan	Tutor/IVC	14.50	12/15/20-06/30/21
Kibria, Samiha	Tutor/IVC	14.50	12/15/20-06/30/21
Kimm, Edward	Tutor/IVC	14.50	12/15/20-06/30/21
Koernicke, Daniela	Tutor/IVC	14.50	12/15/20-06/30/21
Krusemark, LeeAnne	Comm. Ed. Trainer/IVC	14.50	12/15/20-06/30/21
Kusto, Stephanie	Tutor/SC	14.50	12/15/20-06/30/21
Lance, Douglas	Tutor/SC	14.50	12/15/20-06/30/21
Landaas, Stephen	Tutor/SC	14.50	12/15/20-06/30/21
Le, Izabelle	Tutor/IVC	14.50	12/15/20-06/30/21
Le, Renee	Tutor/SC	14.50	12/15/20-06/30/21
Le, Ryan	Tutor/SC	14.50	12/15/20-06/30/21
Ledezma, Milton	HSE Trainer/SC	50.00	10/01/20-06/30/21
Leiby, Anne-Marie	Tutor/SC	14.50	12/15/20-06/30/21
Lischer, Matthew	Tutor/SC	14.50	12/15/20-06/30/21
Lockhart, Brittany	Tutor/SC	14.50	12/15/20-06/30/21
Lopez, Chris	Tutor/SC	14.50	12/15/20-06/30/21
Luan, Zhuo	Tutor/IVC	14.50	12/15/20-06/30/21
Lucas, Yujin	Tutor/IVC	14.50	12/15/20-06/30/21
Luo, Shangwei	Tutor/IVC	14.50	12/15/20-06/30/21
Lurye, Eleanor	Cert. Test Proctor/IVC	14.50	12/15/20-06/30/21
Madani, Fariba	Tutor/IVC	14.50	12/15/20-06/30/21
Maganzani, Nicolo	Tutor/SC	14.50	12/15/20-06/30/21

 $^{^2}$ Related to Pin Shiuan Ho, Tutor, Irvine Valley College December 14, $2020\,$

A. NEW PERSONNEL APPOINTMENTS - Continued

		Not to	
Name	Position		Start/End Date
Makwana, Jaineel	Tutor/IVC	$\frac{2 \pi e^{2 \pi i \phi}}{14.50}$	12/15/20-06/30/21
Malik, Aleena	Tutor/IVC	14.50	12/15/20-06/30/21
Maller, Robert	Comm. Ed. Trainer/IVC	14.50	12/15/20-06/30/21
Manely, Meena	Tutor/SC	14.50	12/15/20-06/30/21
Marcinov, Nikolas	Tutor/SC	14.50	12/15/20-06/30/21
Mardfard, Tayebeh	Tutor/IVC	14.50	12/15/20-06/30/21
Markey, Christopher	Tutor/IVC	14.50	12/15/20-06/30/21
Martnick, Kelly	Med. Prof. Exp./SC	35.00	11/16/20-06/30/21
Mendes Alves Caires L.,	Tutor/SC	14.50	12/15/20-06/30/21
Marina	Taton BC	11.50	12, 13, 20 00, 30, 21
Moorehead, Jack	Tutor/SC	14.50	12/15/20-06/30/21
Nava, Jacob	Tutor/IVC	14.50	12/15/20-06/30/21
Nguyen, Michael	Tutor/IVC	14.50	12/15/20-06/30/21
Nguyen, Nhi	Tutor/IVC	14.50	12/15/20-06/30/21
Nguyen, Tyler	Tutor/SC	14.50	12/15/20-06/30/21
Nivinskus, Taylor	Tutor/SC	14.50	12/15/20-06/30/21
Nordman, Juliet	Tutor/SC	14.50	12/15/20-06/30/21
Ong, Jonathan	Tutor/IVC	14.50	12/15/20-06/30/21
Orlando, Gabrielle	Tutor/SC	14.50	12/15/20-06/30/21
Orr, Kian	Tutor/IVC	14.50	12/15/20-06/30/21
Padilla, Marie	Tutor/IVC	14.50	12/15/20-06/30/21
Pandyarajan, Munusamy	Comm. Ed. Trainer/IVC	14.50	12/15/20-06/30/21
Parsa, Ghazal	Tutor/SC	14.50	12/15/20-06/30/21
Parva, Ali	Tutor/SC	14.50	12/15/20-06/30/21
Pham, Johny	Cert. Test Proctor/IVC	14.50	12/15/20-06/30/21
Pipitone, Tammy	TPP Mentor/SC	25.00	11/05/20-06/30/21
Prince, Joshua	Tutor/SC	14.50	12/15/20-06/30/21
Quinlan, Suzette	Tutor/SC	14.50	12/15/20-06/30/21
Raja, Zain	Tutor/IVC	14.50	12/15/20-06/30/21
Raut, Siddhesh	Tutor/IVC	14.50	12/15/20-06/30/21
Razaghi Rafsenjani,	Tutor/IVC	14.50	12/15/20-06/30/21
Seyedeh Tannaz			
Redman, Douglas	Contract Education/SC	100.00	10/15/20-06/30/21
Rostamiasrabadi, Pouria	Tutor/SC	14.50	12/15/20-06/30/21
Rotim, Karlo	Tutor/SC	14.50	12/15/20-06/30/21
Sahebekhtiari, Neli	Tutor/IVC	14.50	12/15/20-06/30/21
Sakimoto, Daniel	Comm. Ed. Trainer/IVC	14.50	12/15/20-06/30/21
Santos, Regina	Tutor/IVC	14.50	11/16/20-06/30/21
Seabold, Patricia	Cert. Test Proctor/IVC	14.50	12/15/20-06/30/21
Seddiqi, Negeen	Tutor/IVC	14.50	12/15/20-06/30/21
Sepahpour, Arsalan	Tutor/SC	14.50	12/15/20-06/30/21

A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

		Not to	
<u>Name</u>	<u>Position</u>	Exceed (\$)	Start/End Date
Sharafoleslami, Ramtin	Tutor/SC	14.50	12/15/20-06/30/21
Sonoyama, Yoshie	Tutor/IVC	14.50	12/15/20-06/30/21
Soutehkashan, Hasti	Tutor/IVC	14.50	12/15/20-06/30/21
Stubbs, Brian	Tutor/SC	14.50	12/15/20-06/30/21
Suwareh, Ebrima	Tutor/SC	14.50	12/15/20-06/30/21
Tjandra, Glen	Tutor/IVC	14.50	12/15/20-06/30/21
Tran, Dara	Tutor/IVC	14.50	12/15/20-06/30/21
Tran, Joanna	Tutor/IVC	14.00	11/10/20-12/14/20
Tran, Joanna	Tutor/IVC	14.50	12/15/20-06/30/21
Tsentsiper, Daniel	Tutor/IVC	14.50	12/15/20-06/30/21
Vedaee, Ramila	Tutor/SC	14.50	12/15/20-06/30/21
Vitug, Matthew	Comm. Ed. Trainer/IVC	14.50	12/15/20-06/30/21
Widjaja, Nadya	Tutor/IVC	14.50	12/15/20-06/30/21
Worden, Ethan	Tutor/SC	14.50	12/15/20-06/30/21
Yang, Mo	Tutor/IVC	14.50	12/15/20-06/30/21
Yelverton, Michael	Tutor/SC	14.50	12/15/20-06/30/21
Yoo, Seungeon	Tutor/IVC	14.50	12/15/20-06/30/21
Yost, Camille	Tutor/IVC	14.50	12/15/20-06/30/21
Zandi Haghighi, Setarah	Tutor/IVC	14.50	12/15/20-06/30/21
Zhou, Haining	Tutor/SC	14.50	12/15/20-06/30/21
Zimmerman, Curtis	Tutor/IVC	14.50	12/15/20-06/30/21
Zipstein, Roy	Tutor/IVC	14.50	12/15/20-06/30/21

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.1 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke

RE: SOCCCD: List of Board Requested Reports

ACTION: Information

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 Board Operations.

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 not submitted between the six month period of July 1, 2020 through December 31, 2020.

Item Submitted By: Kathleen F. Burke, Chancellor

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT LISTING OF BOARD REPORTS REQUESTED

Date Report	Report Topic	Board Member	Report Due Date	Report to be Submitted By:	Date Submitted to the Board of
Requested		Requesting Report		•	Trustees
	None submitted between 7/1/20-12/31/20	Report			

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.2 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Staff May Respond to Public Comments from the Previous Board

Meeting

ACTION: None

BACKGROUND

Members of the public may address the Board on any item on the closed or open session agenda following "Procedural Matters" or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at that time.

At the Board of Trustees organizational meeting on December 12, 2016, the Board requested that a standing monthly item be included on the agenda to allow for staff to respond to public comments from the previous board meeting.

STATUS

A public comment response from staff was not requested during last month's board meeting.

Item Submitted By: Kathleen F. Burke, Chancellor

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 7.3 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Facilities Plan Status Report

ACTION: Information

BACKGROUND

At the request of the Board of Trustees, this report is prepared and submitted monthly to provide the Board with information on major capital projects underway and/or planned. Each project includes the project description, budget narrative, status, whether the project is in progress or recently completed and the current focus. Project photos or renderings will be provided quarterly. Words appearing in *italics* indicate a change from the previous report. The dates appearing in **bold font** indicate that the associated phase is completed.

STATUS

Listed below is a high level summary for each project described in EXHIBIT A that allows the reader to see whether the projects are on target or not. EXHIBIT A provides an up-to-date report on the details and status of the major capital projects currently being worked on.

Project	Phase	Estimated Move-in Date	On Target (Yes/No)
SC Stadium and Site Improvement	Closeout	Fall 2020	
SC Parking Lot Phase 1 & 2 and Solar Shade	Design	May 2021	✓
SC PE Renovation	Construction	Summer 2021	~
IVC Soccer and Practice Fields	Design	Fall 2021	
SC ATAS Building	Construction	Winter 2022	✓
IVC Fine Arts	DSA Review	Spring 2023	
SC Gateway	DSA Review	Spring 2023	
ATEP Saddleback College First Building	Design	Winter 2024	✓
SC Science Math Building	Planning	Winter 2024	✓
IVC Student Services Center and Student Union	Design	Summer 2027	✓
ATEP Signage	Closeout	N/A	
SOCCCD Architectural Standards	Research & Analysis	N/A	✓

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

FACILITIES PLAN STATUS REPORT December 14, 2020

CAPITAL IMPROVEMENT PLANNING

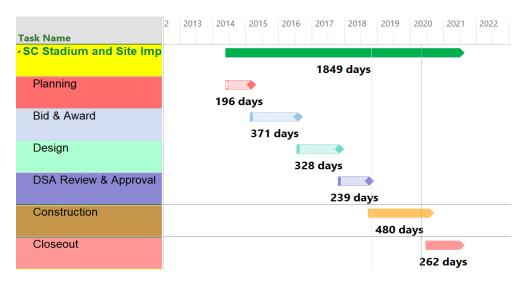
The decision to design and construct capital improvement projects begins with the Education Master and Strategic Planning (EMSP) process and continues with the Facilities Master Plans (FMP). The last EMSP cycle was completed June 2020 and the FMP cycle was completed July 2020. The 2020 EMSP and FMP reports are available at the District website. This report contains information on projects over \$1 million that are listed in the Facilities Master Plans for both colleges and projects that include associated planning efforts. Project photos or renderings will be provided quarterly.

SADDLEBACK COLLEGE

1. STADIUM AND SITE IMPROVEMENT

<u>Project Description</u>: The existing stadium will be replaced with a new 8,000 seat multisport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and nine-lane running track. This project originally included the southeast campus perimeter drainage control and campus storm water outfall on the County of Orange property; however, it has since been de-scoped and will be handled as a separate project. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	Mar 2014	Award D/B Contract	Aug 2016
Start Working Drawings	Sep 2016	Complete Construction	Aug 2020
Complete Working Drawings	Nov 2017	Advertise for FF&E	Nov 2019
DSA Final Approval	Nov 2018	DSA Close Out	Pending



<u>Budget Narrative</u>: Budget reflects Board action on 3/24/2008, 6/23/2014, 6/22/2015, and 4/27/2020. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M), Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015, the Board approved additional funds of \$7,945,000 and \$17,050,000. On April 27, 2020, the Board approved \$5,608,798. The Board approved Saddleback College's use of their RDA funds and a portion of the district-wide apartment income of \$22,705,000.

	<u>Original</u>	Revision	<u>Total</u>
Project Budget:	\$14,530,000	\$53,308,798	\$67,838,798
District Funding Commitment	\$14,530,000	\$53,308,798	\$67,838,798
Anticipated State Match:	N/A	N/A	N/A
Basic Aid Allocation:	\$14,530,000	\$30,603,798	\$45,133,798
College Contribution:	\$ 0	\$22,705,000	\$22,705,000

Status: Close out Phase.

<u>In Progress</u>: DSA Certification, installation of equipment and FF&E.

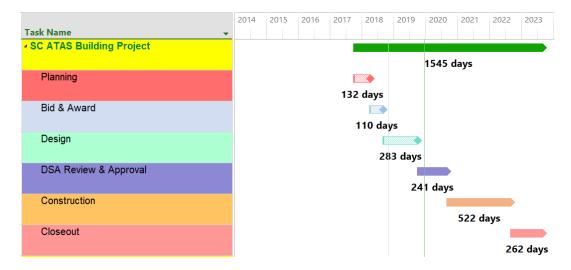
Recently Completed: Transfer from contractor punch list to warranty phase.

Focus: DSA Certification.

2. ATAS BUILDING PROJECT

Project Description: The project includes a new 52,913 gross square feet (GSF), 35,064 assignable square feet (ASF), two-story building serving career technical education students in the disciplines of architecture & drafting, advanced manufacturing, environmental studies & marine science technology, electronic technology, graphic design & communications, horticulture, general instructional spaces and faculty, staff & administration offices. This building will be located at the existing tennis courts facility. Eight new tennis courts (including two striped for pickle ball) will replace the existing six and will be located north of the Village. The project includes a new 106,510 GSF (2.5 Acers) tennis center facility housing eight tennis courts; 1 competition court & 7 recreational courts (including two pickleball courts), 2 team rooms, 4 gender-neutral restrooms, tennis storage room, janitor room, intermediate distribution frame (IDF) room, and electrical room. The college has requested that the existing TAS Building demolition, utility relocation and new parking lot be de-scoped. A connector road and installation of 462 additional parking stalls between the baseball field and the new tennis courts is included.

Start Preliminary Plans	Oct 2017	Award D/B Contract	Aug 2018
Start Working Drawings	Oct 2018	Complete Construction	Aug 2022
Complete Working Drawings	Sep 2019	Advertise for FF&E	Pending
DSA Final Approval	Oct 2020	DSA Close Out	Pending



Budget Narrative: In fiscal years 2002-03 and 2004-05, \$971,000 and \$985,000 respectively, for a total of \$1,956,000 was allocated from basic aid to cover design. Budget reflects Board action on 8/27/2012, 10/25/2013, 6/23/2014, 8/22/2016, 5/21/2018, and 4/27/2020. On August 27, 2012, the Board approved \$12,777,313. On October 25, 2013, the Board approved fund reassignment of \$8,523,000 to the Saddleback College Sciences Building. On June 23, 2014, the Board restored \$8,523,000 and added \$2,702,000. On August 22, 2016, the Board approved \$3,110,000. On May 21, 2018, the Board approved \$44,863,622 to fund a new building. On April 27, 2020, the Board approved \$5,127,000 to fund the connector road and additional parking. The ATAS Building project budget of \$69,227,000 differs from the basic aid allocation due to funds spent for the Technology and Applied Science renovation project prior to the decision to move forward with a new building.

	<u>Original</u>	Revision	<u>Total</u>
Project Budget:			
TAS Renovation	\$8,755,055	\$ (7,446,120)	\$ 1,308,935
ATAS Building	\$ 0	\$69,227,000	\$69,227,000
Total	\$8,755,055	\$61,780,880	\$70,535,935
District Funding Commitment:	\$8,755,055	\$61,780,880	\$70,535,935
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$1,956,000	\$68,579,935	\$70,535,935

<u>Status</u>: Construction Phase: Construction Phase for the ATAS Building & the New Connector Road & Parking Lot 5-B is approximately *10*% complete.

<u>In Progress</u>: At the new ATAS Building, the contractor is *preparing to pour the north* section of the building concrete slab-on-grade. Underground hydronic pipeline installation is ongoing at the College Drive East Road to connect the new ATAS Building to the campus underground utility loop. At the New Connector Road & Parking Lot 5-B, the contractor is installing concrete curb and gutter along College Drive East Road entrance and preparing to receive the baseball field netting steel poles while excavating concrete

foundations around the baseball field. The contractor is in the process of addressing the remaining punch list items at the Tennis Center.

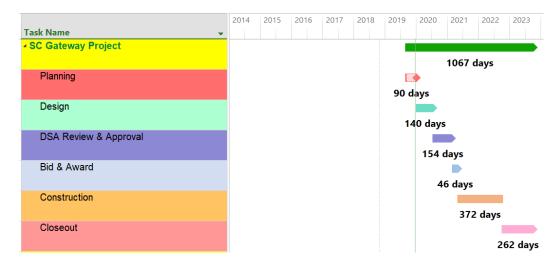
Recently Completed: At the Tennis Center, the main punch list items have been addressed. At the ATAS Building, the contractor completed pouring reinforced concrete for the lobby foundation and all the first floor concrete shear walls and columns, as well as certified the building pad at the north wing. At the new Connector Road & Parking Lot 5B, the contractor completed installation of the new parking lot light poles concrete foundation and relocated the main reclaimed water pipeline that serves the baseball field.

<u>Focus Issue</u>: Address the remaining architect/engineer and owner's punch list items at the Tennis Center, and prepare DSA closeout package. At the ATAS Building, the contractor is installing rebar and *forming the second floor concrete shear walls and columns* and *preparing for the relocation of the* main domestic water line along College Drive East Road. At the New Connector Road & Parking Lot 5B, continue *installation of the new concrete curb* & *gutter, the remaining* underground utilities, *and start assembling the baseball field netting system*.

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. The Gateway Building will house Admission & Records, Career & Re-entry Center, Community Outreach & Recruitment, Counseling Services, Disabled Students Programs & Services (DSPS) & Learning Disabilities, Extended Opportunity Programs & Services (EOPS), CARE, CAL Works & Foster Youth, Financial Aid, Matriculation, Transfer Center, Veterans Benefits & Student Payment Office, Veterans Education & Transition Services (VETS), general offices, reading & study rooms, workrooms, storage rooms, meeting rooms, general classrooms and labs. This project will reduce the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	May 2021
Start Working Drawings	Jan 2020	Complete Construction	Oct 2022
Complete Working Drawings	Jun 2020	Advertise for FF&E	Feb 2022
DSA Final Approval	Feb 2021	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016, 6/26/2017, 4/22/2019, and 4/27/2020. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). On August 22, 2016, the Board approved \$1,936,817. On June 26, 2017, the Board approved \$16,832,003. On April 22, 2019, the Board approved the funding allocation of \$6,599,180. On April 27, 2020, the Board approved the funding allocation of \$6,800,261.

	<u>Original</u>	Revision	<u>Total</u>
Project Budget:	\$42,867,000	\$27,156,731	\$70,023,531
District Funding Commitment:	\$12,814,000	\$31,864,531	\$44,678,531
State Match:	\$30,053,000	\$(4,708,000)	\$25,345,000
Basic Aid Allocation:	\$ 1,545,115	\$31,513,146	\$33,058,261
Basic Aid Funding Need:	\$11,268,885	\$ 351,385	\$11,620,270

Status: DSA back-check.

<u>In Progress</u>: The project architect and consultants are addressing DSA back-check comments on the 100% construction documents. Staff is preparing the Savings by Design application with San Diego Gas & Electric (SDG&E) using the building system approach for the anticipated energy incentives.

Recently Completed: Received DSA review comments on the 100% Construction Documents.

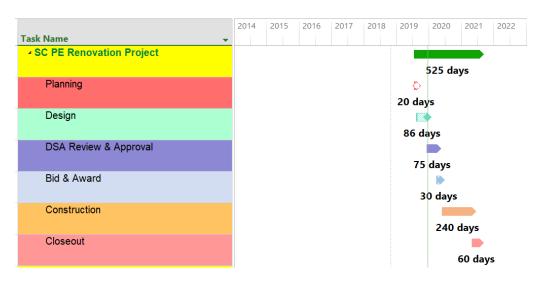
<u>Focus</u>: Complete the response to DSA review comments and schedule virtual back-check appointments with DSA San Diego Regional office. Issue the pre-qualification package to short list general contractors.

4. PE RENOVATION

<u>Project Description</u>: This project will renovate the Women's Locker Room to address Title IX regulations and functional issues, install new rooftop HVAC units on the PE 100

building to correct heating and cooling issues, and renovate the restrooms in PE 300 to meet accessibility requirements.

Start Preliminary Plans	Jul 2019	Award Construction Contract	Jul 2020
Start Working Drawings	Aug 2019	Complete Construction	Apr 2021
Complete Working Drawings	Dec 2019	Advertise for Equipment	<i>Nov</i> 2020
DSA Final Approval	Apr 2020	DSA Close Out	Pending



<u>Budget Narrative</u>: Budget reflects Board action on 6/17/2013 and 6/25/2018. On June 17, 2013, the Board approved \$800,000 for the PE 100 HVAC system. Saddleback College contributed \$800,000 in matching funds from the Scheduled Maintenance budget. On June 25, 2018, the Board approved \$1,800,000 for PE Renovation. The college spent basic aid funds of \$211,263 on a previous PE 100 weight-room floor replacement project.

	Original	Revision	<u>Total</u>
Project Budget:	\$3,400,000	\$(211,263)	\$3,188,737
District Funding Commitment:	\$3,400,000	\$(211,263)	\$3,188,737
Basic Aid Allocation:	\$2,600,000	\$(211,263)	\$2,388,737
Local Scheduled Maintenance:	\$ 800,000	\$ 0	\$ 800,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0

Status: Construction Phase: Project is approximately 55% complete.

<u>In Progress</u>: Installation of gypsum board, taping and spackling, and shower compartments.

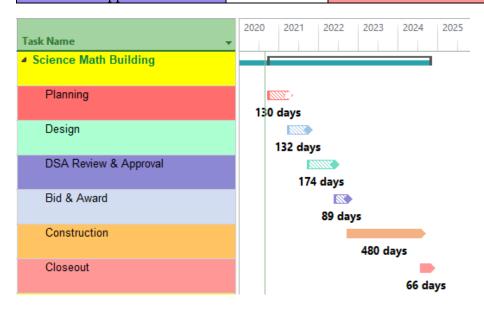
<u>Recently Completed</u>: Structural framing, light gauge framing, plumbing and electrical rough in, ductwork installation, air handler and exhaust fan installation.

<u>Focus</u>: Delivery and installation of lockers, both owner furnished and contractor furnished, and miscellaneous FFE items.

5. SCIENCE MATH BUILDING

Project Description: The project will downsize and replace the existing Science Math building to meet the educational needs of Saddleback College for Math and Information Technology. This proposed project will construct a new building of 32,100 assignable square feet (ASF) and 49,385 gross square feet (GSF). The new Science Math building houses the Computer Sciences (CS) Department computer labs, cyber security labs, Math Department labs & lecture classroom, large assembly room, broadcast room (distance education), library study & general collaboration spaces, division office, faculty, staff and adjunct offices, workrooms, storage rooms, meeting rooms, lounge, cyber services and data processing rooms. The new Science Math building project will create a direct and intuitive connection between the upper campus main quad and the lower campus Parking Lot No. 10, by replacing the existing bridge and expanding the plaza between the Science Math building and LRC building.

Start Preliminary Plans	Oct 2020	Award Construction Contract	Oct 2022
Start Working Drawings	Apr 2021	Complete Construction	Aug 2024
Complete Working Drawings	Oct 2021	Advertise for Equipment	Jul 2023
DSA Final Approval	Jun 2022	DSA Close Out	Oct 2024



<u>Budget Narrative</u>: Budget reflects board action on 6/22/2015 and 4/27/2020. On June 22, 2015, the Board approved \$750,000. On April 27, 2020, the Board approved an additional \$4,300,000.

	Original	Revision	<u>Total</u>
Project Budget:	\$33,325,956	\$23,384,126	\$56,710,082
District Funding Commitment:	\$16,624,624	\$19,507,458	\$36,132,082
Anticipated State Match:	\$16,701,332	\$ 3,876,668	\$20,578,000
Basic Aid Allocation:	\$ 750,000	\$ 4,300,000	\$ 5,050,000
Basic Aid Funding Need:	\$15,874,624	\$15,207,458	\$31,082,082

Status: Planning Phase: Preliminary Planning (PP).

<u>In Progress</u>: Staff is conducting *weekly* programming meetings with the Saddleback College executive cabinet, the Science Math Building stakeholders, Saddleback College FMO, IT, and Campus Police to establish the *building* programming document. Geotechnical investigation is ongoing around the Science Math building site and the existing bridge.

<u>Recently Completed</u>: *Program validation* meeting with Saddleback College executive cabinet, followed by *a design envisioning session* with the Science Math Building stakeholders *and Saddleback College FMO, IT, and Campus Police*. Staff issued the RFP for *topographic survey services*.

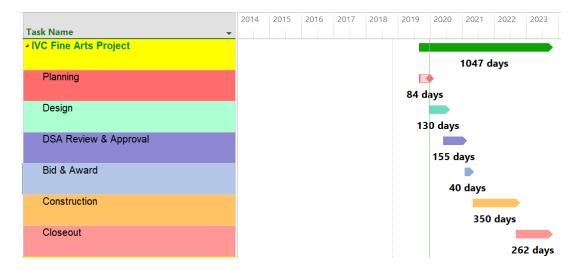
<u>Focus</u>: Complete the program validation phase and obtain Saddleback College executive cabinet and Science Math Building stakeholders sign-off on the building programming documents. Complete the geotechnical investigation; procure a land surveyor and environmental consultant.

IRVINE VALLEY COLLEGE

1. FINE ARTS PROJECT

<u>Project Description</u>: The proposed project will construct three buildings totaling 43,154 assignable square feet (ASF), 61,793 gross square feet (GSF) and will consolidate and expand the Fine Arts department. Art, Art History, Music and Dance instruction will relocate from laboratories currently housed across a number of different buildings on campus. The Fine Arts buildings, located southwest of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Space will be vacated within the B-100, B-300 and A-300 buildings for future renovation.

Start Preliminary Plans	Sep 2019	Award Construction Contract	Apr 2021
Start Working Drawings	Jan 2020	Complete Construction	Sep 2022
Complete Working Drawings	Jun 2020	Advertise for Equipment	Jan 2022
DSA Final Approval	Jan 2021	DSA Close Out	Pending



Budget Narrative: Budget reflects Board action on 6/17/2013, 6/23/2014, 8/22/2016, 6/26/2017, 4/22/2019, and 4/27/2020. On June 17, 2013, the Board approved \$61,278. On June 23, 2014, the Board approved \$795,000. On August 22, 2016, the Board approved \$1,659,739. On June 26, 2017, the Board approved \$12,932,581. On April 22, 2019, the Board approved the funding allocation of \$7,172,680. On April 27, 2020, the Board approved the funding allocation of \$5,993,256.

	Original	Revision	<u>Total</u>
Project Budget:	\$35,764,278	\$25,124,791	\$60,889,069
District Funding Commitment:	\$10,623,278	\$27,803,791	\$38,427,069
State Match:	\$25,141,000	\$(2,679,000)	\$22,462,000
Basic Aid Allocation:	\$ 61,278	\$28,553,256	\$28,614,534
Basic Aid Funding Need:	\$10,562,000	\$ (749,465)	\$ 9,812,535

Status: DSA Review Phase.

In Progress: DSA back check.

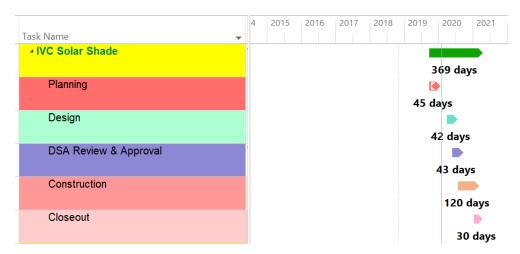
Recently Completed: Design team submitted response to DSA plan review comments in preparation for back check.

<u>Focus</u>: Completion of DSA plan review through online back check. Continue discussion of furniture and interior colors. Complete contractor pre-qualification criteria.

2. PARKING LOT PHASE 1 & 2 AND SOLAR SHADE PROJECT

<u>Project Description</u>: This project included development of a 190,000 square foot, lighted parking lot creating 594 additional parking spaces that opened in Spring 2019. The current project includes photovoltaic panels supported on parking canopies and a battery storage system. Both systems will interconnect with the local utility grid and integrate with the campus electrical system, which will be consolidated in response to utility requirements.

Start Preliminary Plans	Jun 2020	Begin construction	Dec 2020
Start Working Drawings	Aug 2020	Complete Construction	Apr 2021
Complete Working Drawings	Nov 2020	Advertise for FF&E	N/A
DSA Final Approval	Nov 2020	DSA Close Out	May 2021



<u>Budget Narrative</u>: 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	<u>Total</u>
Project Budget:	\$3,010,000	\$5,778,000	\$8,788,000
District Funding Commitment:	\$3,010,000	\$5,778,000	\$8,788,000
Anticipated State Match:	N/A	N/A	N/A
Basic Aid Allocation:	\$3,010,000	\$5,778,000	\$8,788,000

Status: DSA Review Phase.

In Progress: DSA review of Design Documents.

Recently Completed: *Design Documents submitted to DSA for review*.

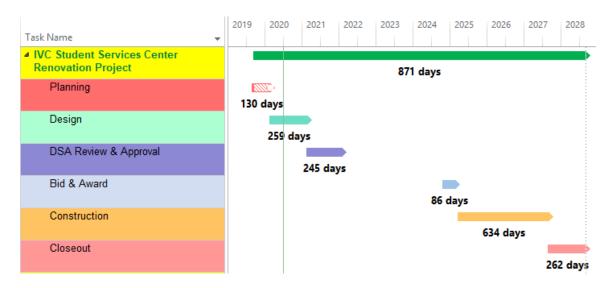
<u>Focus</u>: Completion of DSA design review. Submit Southern California Edison interconnection application.

3. STUDENT SERVICES CENTER and STUDENT UNION

<u>Project Description</u>: This project will replace the 30,558 gross square feet (GSF) Student Services Center and the 13,086 gross GSF B-100 building with two new buildings totaling

60,000 GSF to correct structural issues, address programming needs, upgrade the food service area, and provide upgrades to meet ADA requirements. This plan will consolidate all student services into the two buildings with a separate building for food services and student activities. The project will also include a newly redesigned quad and drop off area adjacent to the Student Services Center.

Start Preliminary Plans	Sep 2019	Award Construction Contract	Feb 2025
Start Working Drawings	Oct 2020	Complete Construction	Apr 2027
Complete Working Drawings	Mar 2021	Advertise for Equipment	Aug 2026
DSA Final Approval	Feb 2022	DSA Close Out	Pending



<u>Budget Narrative</u>: Budget reflects Board action on 4/22/2019, 4/27/2020, and 9/21/2020. On April 22, 2019, the Board approved \$23,850,000. On April 27, 2020, the Board approved \$13,202,189 and on September 21, 2020, the board approved \$1,953,509 resulting in a final allocation of \$15,155,698 for FY 2020-21.

	Original	Revision	Total
Project Budget:	\$48,300,000	\$53,441,365	\$101,741,365
District Funding Commitment:	\$48,300,000	\$53,441,365	\$101,741,365
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$23,850,000	\$15,155,698	\$ 39,005,698
Basic Aid Funding Need:	\$24,450,000	\$38,285,667	\$ 62,735,667

Status: Construction Document Phase.

<u>In Progress</u>: Completing design of mechanical systems and architectural details, compiling FF&E options for staff selection.

Recently Completed: Design Development Phase.

<u>Focus</u>: Develop construction documents and FFE selection.

4. SOCCER AND PRACTICE FIELDS

<u>Project Description</u>: The proposed project will provide proper grading, new irrigation, security fencing, and access gates for the varsity soccer field, varsity baseball field and the college's main athletic practice facilities. The project also includes new synthetic turf at the varsity soccer and baseball fields *and aluminum bleachers for the soccer fields*.

Start Preliminary Plans	Feb 2020	Award Construction Contract	Feb 2021
Start Working Drawings	May 2020	Complete Construction	Sep 2021
Complete Working Drawings	Sep 2020	Advertise for Equipment	Jan 2021
DSA Final Approval	<i>Nov</i> 2020	DSA Close Out	Pending



<u>Budget Narrative</u>: Budget reflects Board action on June 25, 2018 and June 24, 2019. On June 25, 2018, the Board approved \$175,000. On June 24, 2019, the Board approved \$10,000,000.

	<u>Original</u>	Revision	<u>Total</u>
Project Budget:	\$5,900,000	\$ 4,275,000	\$10,175,000
District Funding Commitment:	\$ 175,000	\$10,000,000	\$10,175,000
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 175,000	\$10,000,000	\$10,175,000

Status: DSA Review Phase.

In Progress: DSA back check.

Recently Completed: DSA approval of plans and specifications.

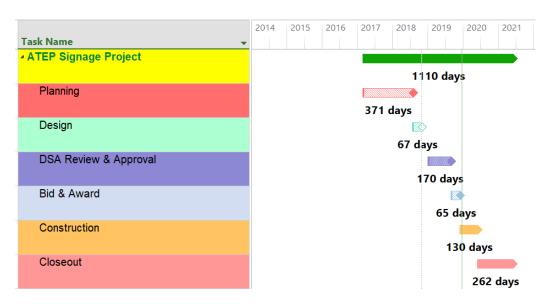
Focus: Bid and award. Complete equipment purchase requirements plan.

ATEP

1. ATEP - SIGNAGE PROJECT

<u>Project Description</u>: Wayfinding signage for ATEP consists of three monument signs, five vehicle signs and one pedestrian sign. This signage will define the campus as a destination, support route planning, clarify entrances and parking, create a main pathway, and establish a standardized naming system.

Start Preliminary Plans	Mar 2017	Award Construction Contract	Nov 2019
Start Working Drawings	Aug 2018	Complete Construction	Oct 2020
Complete Working Drawings	Apr 2019	Advertise for FF&E	N/A
DSA Final Approval	Aug 2019	DSA Close Out	<i>Nov</i> 2020



<u>Budget Narrative</u>: Budget reflects Board action on 5/21/2018 and 4/22/2019. On May 21, 2018, the Board approved \$500,000. On April 22, 2019, the Board approved the funding allocation of \$4,431,121.

	Original	Revision	<u>Total</u>
Project Budget:	\$3,000,000	\$1,931,121	\$4,931,121
District Funding Commitment:	\$ 500,000	\$4,431,121	\$4,931,121
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 500,000	\$4,431,121	\$4,931,121

Status: Close out Phase: Project is 100% complete.

In Progress: Punch list corrections and final programming.

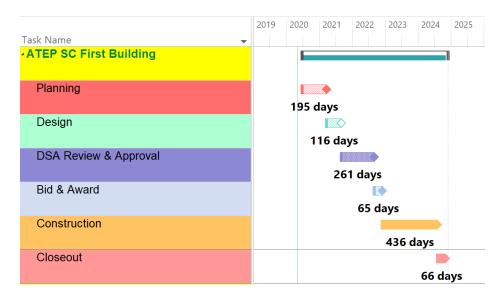
Recently Completed: Pre-programming.

<u>Focus</u>: Finalize punch list, project completion and DSA close out.

2. ATEP – Saddleback College First Building

<u>Project Description</u>: This project is a new state of the art Culinary, Hospitality, Advanced Transportation and Logistics building with an estimated 50,000 gross square feet (GSF).

Start Preliminary Plans	Jul 2020	Award Construction Contract	Nov 2022
Start Working Drawings	Mar 2021	Complete Construction	Aug 2024
Complete Working Drawings	Aug 2021	Advertise for Equipment	Aug 2023
DSA Final Approval	Aug 2022	DSA Close Out	Nov 2024



<u>Budget Narrative</u>: On April 27, 2020, the Board approved \$4,300,000 from the 2019-20 budget and \$4,787,100 from the 2020-21 budget.

	Original	Revision	<u>Total</u>
Project Budget:	\$75,100,000	\$ 5,497,425	\$80,597,425
District Funding Commitment:	\$75,100,000	\$ 5,497,425	\$80,597,425
Anticipated State Match:	\$ 0	\$ 0	\$ 0
Basic Aid Allocation:	\$ 4,300,000	\$ 4,787,100	\$ 9,087,100
Basic Aid Funding Need:	\$70,800,000	\$ 710,325	\$ 71,510,325

Status: Schematic Design Phase.

<u>In Progress</u>: *Bi-weekly Schematic Design meetings*.

<u>Recently Completed</u>: Survey firm procured and work commenced. Selection of geotechnical consultant.

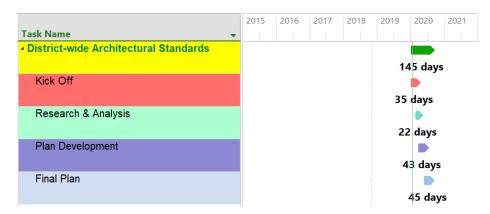
<u>Focus</u>: *Schematic design process. Coordination with the City of Tustin.*

DISTRICT-WIDE

1. ARCHITECTURAL STANDARDS

Project Description: The District-wide standards will provide all future capital projects with design and construction consistency, operational efficiency, maintainability, accessibility and sustainability while ensuring first class teaching and learning facilities. These standards will be developed to promote the efficient, predictable, and cost-effective design and construction of all new and modernized facilities, will represent the best value for District expenditures, and will align with the District's long-range goals. The standards will include sections on the 2020 Facilities Master Plan, ATEP Design Standards, Infrastructure Master Plan, Landscape Master Plan, Storm Water Management Plan, Signage and Wayfinding Standards, Easement Plan, Blue Phone/Emergency Plans, Building Information Modeling Standards (BIM), Design Guidelines for offices, classrooms, furniture standards, restrooms, interior building and exterior circulation, utility rooms, Building Systems Guidelines, and Technical Standards and Guidelines.

Kick Off, Phase II	Feb 2020	Start Plan Development	TBD
Start Research/Analysis	Feb 2020	Complete Plan	Jun 2021
Complete Research/Analysis	TBD	Final Plan, Phase II	Jun 2021



<u>Budget Narrative</u>: On April 22, 2019, the Board of Trustees approved \$1,500,000 for the Architectural Standards project.

	Original	Revi	sion	<u>Total</u>
Project Budget:	\$1,500,000	\$	0	\$1,500,000
District Funding Commitment:	\$1,500,000	\$	0	\$1,500,000
Anticipated State Match:	N/A	N/	Ά	N/A
Basic Aid Allocation:	\$1,500,000	\$	0	\$1,500,000

Status: Research and Analysis Phase.

<u>In Progress</u>: Landscape design standards for both colleges and development of Storm Water Mitigation Plans.

<u>Recently Completed</u>: *Analysis of* proposal from consultant for possible addition to design services for several areas across Saddleback College.

<u>Focus</u>: Discuss classroom standards in light of the Covid-19 pandemic.

GENERAL NOTES

- Project updates for active construction projects may be viewed on the District website
- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:
 - The Project Budget comes from the Facilities Master Plan. The projects will be funded gradually based upon the cash flow needs in accordance with the timelines established in the Facilities Master Plan.
 - 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.
 - O When the "Basic Aid Allocation" amount is less than the "District Funding Commitment" amount, additional basic aid allocations are needed in future years to fully fund the project. *This amount is identified on the "Basic Aid Funding Need" line.*
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

ITEM: 7.4 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: CARES Act Funding Monthly Summary

ACTION: Information

BACKGROUND

In response to the COVID-19 pandemic, Irvine Valley College and Saddleback College received stimulus allocations as part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Both colleges received funds for emergency assistance to students, institutional support to move to online instruction, and additional discretionary funds based on being a minority serving institution. The funds must be spent within one year.

STATUS

A cumulative summary of the funds awarded and spent as of November 30, 2020, is provided in EXHIBIT A.

CARES Act Funds as of November 30, 2020

Grants to Students	Irvine Valley College	Saddleback College	SOCCCD Total
Certification Signed	4/14/2020	4/14/2020	
Grant Period	4/24/2020 – 4/23/2021	4/24/2020 – 4/23/2021	
Total Amount Awarded	\$ 2,242,905	\$ 2,148,052	\$ 4,390,957
Number of Students Eligible	4,980	4,474	9,454
Number of Grant Recipients	4,479	3,557	8,036
Student Grant Amount	\$100-\$500	\$500	
Total Amount of Grants Distributed	\$ 2,153,905	\$ 1,778,500	\$ 3,932,405
Amount Remaining to Distribute	\$ 89,000	\$ 369,552	\$ 458,552

Institutional Support	Irvine Valley College		Saddleback College		SOCCCD Total	
Certification Signed		4/22/2020	4/23/2020			
Grant Period		5/6/2020 - 5/5/2021		5/7/2020 - 5/6/2021		
Total Amount Awarded	\$	2,242,905	\$	2,148,051	\$	4,390,956
Expenses:						
Salaries	\$	98,333	\$	304,889	\$	403,222
Benefits	\$	42,008	\$	109,130	\$	151,138
Supplies	\$	106,617	\$	21,123	\$	127,740
Services	\$	514,001	\$	572,978	\$	1,086,979
Equipment	\$	680,911	\$	806,619	\$	1,487,530
Student Grants	\$	-	\$	-	\$	-
Total Expenses	\$	1,441,870	\$	1,814,739	\$	3,256,609
Amount Remaining	\$	801,035	\$	333,312	\$	1,134,347

Minority Serving Institutions	Irvine V	alley College	Saddleback College			SOCCCD Total	
Certification Signed	5/	4/2020	5/6/2020				
Grant Period	6/1/202	0-5/31/2021	(6/1/2020-5/31/2021			
Total Amount Awarded	\$	18,480	\$	316,264	\$	334,744	
Lost Revenue:							
Parking	\$	-	\$	-	\$	-	
Child Development Center	\$	-	\$	-	\$	-	
Community Education	\$	11,373	\$	-	\$	11,373	
Total Lost Revenue	\$	11,373	\$	-	\$	11,373	
Expenses:							
Salaries	\$	-	\$	118,608	\$	118,608	
Benefits	\$	-	\$	17,333	\$	17,333	
Supplies	\$	-	\$	1,439	\$	1,439	
Services	\$	-	\$	60,946	\$	60,946	
Equipment	\$	-	\$	23,193	\$	23,193	
Total Expenses	\$	-	\$	221,519	\$	221,519	
Amount Remaining	\$	7,107	\$	94,745	\$	101,852	

DATE: 12/14/20

7.5

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: COVID-19 Response Block Grant Monthly Summary

ACTION: Information

BACKGROUND

The 2020-21 Budget Act provided California Community College districts with federal and state relief funds in the form of a \$120 million COVID-19 Response Block Grant. District Services and both colleges received funds to be used on activities that directly support student learning, continuity of education, and to mitigate learning loss related to COVID-19. In addition, the Legislature intended for these funds to be used to prioritize services for underrepresented students. The federal portion of the block grant must be expended by December 30, 2020. The state portion of the block grant must be expended by June 30, 2022.

STATUS

A cumulative summary of the funds awarded and spent as of November 30, 2020, is provided in EXHIBIT A.

COVID-19 Response Block Grant as of November 30, 2020

Federal										
Grant Period 3/1/2020-12/31/2020										
District Services Irvine Valley College Saddleback College SOCCCD Total										
Total Amount Awarded	\$	66,726	\$	483,214	\$	746,965	\$	1,296,905		
Expenses:										
Salaries	\$	1,065	\$	264,589	\$	400,062	\$	665,716		
Benefits	\$	30	\$	123,052	\$	207,874	\$	330,956		
Supplies	\$	4,040	\$	11,919	\$	30,653	\$	46,612		
Services	\$	-	\$	57,016	\$	52,784	\$	109,800		
Equipment	\$	38,449	\$	5,268	\$	8,405	\$	52,122		
Total Expenses	\$	43,584	\$	461,844	\$	699,778	\$	1,205,206		
Amount Remaining	\$	23,142	\$	21,370	\$	47,187	\$	91,699		

State									
Grant Period 3/1/2020-6/30/2022									
	Irvir	SOCCCD Total							
Total Amount Awarded	\$	625,325	\$	966,643	\$	1,591,968			
Expenses:									
Salaries	\$	1,800	\$	38,169	\$	39,969			
Benefits	\$	535	\$	3,998	\$	4,533			
Supplies	\$	46,422	\$	2,830	\$	49,252			
Services	\$	28,488	\$	460,695	\$	489,183			
Equipment	\$	96,825	\$	218,177	\$	315,002			
Total Expenses	\$	174,070	\$	723,869	\$	897,939			
Amount Remaining	\$	451,255	\$	242,774	\$	694,029			

ITEM: 7.6 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Monthly Financial Status Report

ACTION: Information

BACKGROUND

Unrestricted General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through November 30, 2020 (EXHIBIT A). A review of current revenues and expenditures for FY 2020-21 show they are in line with the budget.

Unrestricted General Fund Income and Expenditure Summary As of November 30, 2020

			Adopted Budget		Revised Budget		Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		\$	76,701,545	\$	76,701,545	\$_	76,701,545	100.00%
SOURCES OF FUNDS REVENUES:								
SCFF Revenue	Various	\$	166,459,092	\$	166,459,092	\$	26,609,026	15.99%
Basic Aid			90,717,217		90,717,217		14,501,441	15.99%
Federal Sources	8100-8199		<u>-</u>		- -		<u>-</u>	0.00%
Other State Sources	8600-8699		23,605,375		24,745,434		2,775,710	11.22%
Other Local Sources	8800-8899	_	17,000,829	-	15,860,770	-	10,030,038	63.24%
Total Revenue			297,782,513		297,782,513		53,916,215	18.11%
OTHER FINANCING SOURCES								
Sale of Surplus	8910-8919	\$	80,000	\$	90,000	\$	66,622	74.02%
Incoming Transfers	8980-8989	_	8,261,000	_	8,261,000	_	1,488,855	18.02%
Total Other Sources			8,341,000		8,351,000		1,555,477	18.63%
TOTAL SOURCES OF FUNDS		_	306,123,513	_	306,133,513	_	55,471,692	18.12%
USES OF FUNDS								
EXPENDITURES:								
Academic Salaries	1000-1999	\$	87,144,343	\$	87,154,514	\$	33,082,375	37.96%
Classified Salaries	2000-2999		47,847,091		47,868,130		14,739,245	30.79%
Employee Benefits	3000-3999		67,226,053		67,232,762		19,091,362	28.40%
Supplies & Materials	4000-4999		1,720,647		1,709,155		535,555	31.33%
Services & Other Operating	5000-5999		23,445,174		23,380,597		6,106,439	26.12%
Capital Outlay	6000-6999	_	252,436	-	300,586	-	166,842	55.51%
Total Expenditures			227,635,744		227,645,744		73,721,817	32.38%
OTHER FINANCING USES:								
Transfers Out	7300-7399	\$	612,744	\$	1,185,708	\$	1,185,708	100.00%
Basic Aid Transfers Out	7300-7399		96,269,204		96,269,204		5,225,816	5.43%
Other Transfers	7400-7499		-		-		-	0.00%
Payments to Students Total Other Uses	7500-7699	_	- 06 001 040	-	- 07 454 012			0.00%
Total Other Oses			96,881,948		97,454,912		6,411,524	6.58%
TOTAL USES OF FUNDS			324,517,692	_	325,100,656		80,133,341	24.65%
SURPLUS / (DEFICIT)			(18,394,179)		(18,967,143)		(24,661,649)	
ENDING FUND BALANCE		\$_	58,307,366	\$_	57,734,402	\$_	52,039,896	
COMPONENTS OF ENDING DALANCE	<u> </u>							
COMPONENTS OF ENDING BALANCE Assigned Reserve, Economic Uncer		¢	14,514,720	Ф	14,514,720			
Assigned Reserve, Economic Unicer Assigned Reserve, Basic Aid	เฉแแธง	\$	18,143,443	Ψ	18,143,443			
Nonspendable Fund Balance			10, 140,440		10,143,443			
Restricted Fund Balance			_		_			
Assigned Fund Balance			-		-			
Unassigned Fund Balance			25,649,203		25,076,239			
-		\$	-	\$	-	-		
		_		_		=		

NOTE: As of November 30, 2019 actual revenues to date were **15.34%** and actual expenditures to date were **26.09%** of the revised budget to date.

SADDLEBACK COLLEGE

Unrestricted General Fund Income and Expenditure Summary As of November 30, 2020

			Adopted Budget		Revised Budget	,	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		\$	17,644,104	\$	17,644,104	\$	17,644,104	100.00%
SOURCES OF FUNDS								
REVENUES:		•				•		4= 000/
SCFF Revenue Basic Aid	Various	\$	89,539,100	\$	89,539,100	\$	14,313,116	15.99%
Federal Sources	8100-8199		-		-		-	0.00% 0.00%
Other State Sources	8600-8699		6,702,145		6,702,145		1,445,556	21.57%
Other Local Sources	8800-8899		7,088,944		7,088,944		3,941,684	55.60%
Total Revenue	0000 0000	-	103,330,189		103,330,189	-	19,700,356	19.07%
					, ,		, ,	
OTHER FINANCING SOURCES	0040 0040	Φ	40.574	Φ.	40.574	Φ.	40.450	00.000/
Sale of Surplus	8910-8919	\$	48,574	\$	48,574	\$	40,453	83.28%
Incoming Transfers Total Other Sources	8980-8989	-	4,231,000 4,279,574		4,231,000 4,279,574	-	797,735 838,188	18.85% 19.59%
		_				_		
TOTAL SOURCES OF FUNDS			107,609,763		107,609,763		20,538,544	19.09%
USES OF FUNDS								
EXPENDITURES:								
Academic Salaries	1000-1999	\$	51,525,643	\$	51,530,915	\$	19,989,952	38.79%
Classified Salaries	2000-2999		21,193,436		21,194,436		6,594,148	31.11%
Employee Benefits	3000-3999		27,876,252		27,876,729		11,155,193	40.02%
Supplies & Materials	4000-4999		774,043		767,143		319,956	41.71%
Services & Other Operating	5000-5999		8,872,511		8,830,337		1,601,296	18.13%
Capital Outlay	6000-6999	-	153,436 110,395,321		195,761 110,395,321	-	143,377 39,803,921	73.24% 36.06%
Total Expenditures			110,395,321		110,395,321		39,803,921	30.00%
OTHER FINANCING USES:								
Transfers Out	7300-7399	\$	172,744	\$	745,708	\$	745,708	100.00%
Basic Aid Transfers Out	7300-7399		-		-		-	0.00%
Other Transfers	7400-7499		-		-		-	0.00%
Payments to Students	7500-7699	-	170 744		745 700	-	745 700	0.00%
Total Other Uses			172,744		745,708		745,708	100.00%
TOTAL USES OF FUNDS			110,568,065		111,141,029		40,549,629	36.48%
SURPLUS / (DEFICIT)			(2,958,302)		(3,531,266)		(20,011,086)	
ENDING FUND BALANCE		\$_	14,685,802	\$	14,112,838	\$_	(2,366,982)	
COMPONENTS OF ENDING BALANCE								
Assigned Reserve, Economic Uncer	ainties	\$	-	\$	-			
Assigned Reserve, Basic Aid			-		-			
Nonspendable Fund Balance			-		-			
Restricted Fund Balance			-		-			
Assigned Fund Balance			-		-			
Unassigned Fund Balance		_	14,685,802		14,112,838			
		\$ __	-	\$	-			

NOTE: As of November 30, 2019 actual revenues to date were **17.62%** and actual expenditures to date were **36.41%** of the revised budget to date.

IRVINE VALLEY COLLEGE

Unrestricted General Fund Income and Expenditure Summary As of November 30, 2020

			Adopted Budget		Revised Budget	,	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
BEGINNING BALANCE		\$	9,507,557	\$	9,507,557	\$	9,507,557	100.00%
SOURCES OF FUNDS REVENUES:								
SCFF Revenue	Various	\$	57,437,199	\$	57,437,199	\$	9,181,523	15.99%
Basic Aid			-		-		-	0.00%
Federal Sources	8100-8199		-		-		-	0.00%
Other State Sources	8600-8699		4,336,004		4,336,004		935,136	21.57%
Other Local Sources	8800-8899	_	9,911,885	_	9,911,885		4,981,233	50.26%
Total Revenue			71,685,088		71,685,088		15,097,891	21.06%
OTHER FINANCING SOURCES								
Sale of Surplus	8910-8919	\$	31,426	\$	31,426	\$	26,169	83.27%
Incoming Transfers	8980-8989	_	3,000,000		3,000,000	_	534,634	17.82%
Total Other Sources			3,031,426		3,031,426		560,803	18.50%
TOTAL SOURCES OF FUNDS		_	74,716,514	_	74,716,514	-	15,658,694	20.96%
USES OF FUNDS EXPENDITURES:								
Academic Salaries	1000-1999	\$	33,805,874	\$	33,832,074	\$	12,661,762	37.43%
Classified Salaries	2000-2999	•	15,742,551	Ť	15,742,551	Ť	4,628,322	29.40%
Employee Benefits	3000-3999		20,517,953		20,522,923		7,442,452	36.26%
Supplies & Materials	4000-4999		789,067		784,475		201,238	25.65%
Services & Other Operating	5000-5999		6,368,626		6,339,223		860,747	13.58%
Capital Outlay	6000-6999	_	-		2,825			0.00%
Total Expenditures			77,224,071		77,224,071		25,794,522	33.40%
OTHER FINANCING USES:								
Transfers Out	7300-7399	\$	-	\$	-	\$	-	0.00%
Basic Aid Transfers Out	7300-7399		-		-		-	0.00%
Other Transfers	7400-7499		-		-		-	0.00%
Payments to Students	7500-7699	_	-	_	-		<u>-</u>	0.00%
Total Other Uses			-		-		-	0.00%
TOTAL USES OF FUNDS		_	77,224,071	<u> </u>	77,224,071	-	25,794,522	33.40%
SURPLUS / (DEFICIT)			(2,507,557)		(2,507,557)		(10,135,828)	
ENDING FUND BALANCE		\$_	7,000,000	\$	7,000,000	\$_	(628,271)	
COMPONENTS OF ENDING BALANCE								
Assigned Reserve, Economic Uncer	tainties	\$	-	\$	-			
Assigned Reserve, Basic Aid			-		-			
Nonspendable Fund Balance			-		-			
Restricted Fund Balance			-		-			
Assigned Fund Balance			-		7.000.005			
Unassigned Fund Balance		φ-	7,000,000	\$	7,000,000	-		
		\$_	-	Ψ_	-	•		

NOTE: As of November 30, 2019 actual revenues to date were **18.13%** and actual expenditures to date were **35.13%** of the revised budget to date.

ITEM: 7.7 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: SOCCCD: Retiree (OPEB) Trust Fund

ACTION: Information

BACKGROUND

In April 2008, the Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the period ending October 31, 2020 (EXHIBIT A).

For October, the portfolio was composed of 48.9% common stocks (domestic and international) and 51.1% fixed funds (bonds). The portfolio's performance decreased 1.12%, ending with a fair market value of \$134,418,122. The portfolio has achieved an annualized return of 5.73% since inception.



November 14, 2020

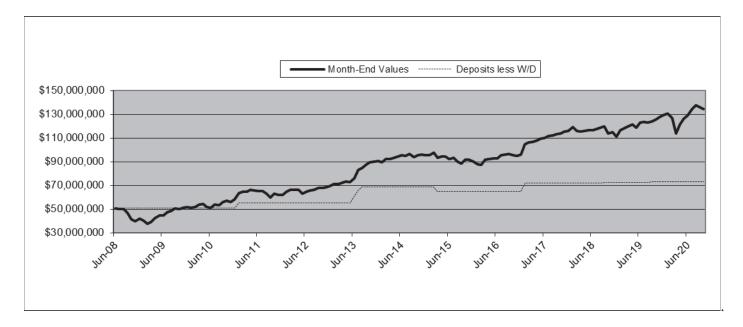
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on October 31st of \$134,418,122.23 your portfolio's performance was down -1.12% for the month and up 5.73% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (48.9%) and fixed income funds (51.1%). It was designed to be invested over a long time frame. Total deposits in the amount of \$77,214,430.38 have been received since inception. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	October 2020	Year-To-Date	Annualized Since Inception
South Orange CCCD	-1.12%	3.72%	5.73% annualized return
S&P 500	-2.66%	2.75%	10.21% (Domestic Stocks)
MSCI EAFE	-3.99%	-10.80%	2.00% (International stocks)
Barclays Aggregate	-0.45%	6.31%	4.37% (Domestic Bonds)
Barclays Global	0.10%	5.83%	3.12% (Global Bonds)



Very truly yours,

Scott W. Rankin Senior Vice President

Scott Rankin Digitally signed by Scott Rankin Date: 2020.11.14 10:28:22

Benefit Trust - Retiree (OPEB) Trust

Month - Year	С	ontributions	ntributions Contribution Balance		In	Month-End evestment Values
June-08	\$	50,791,103	\$	50,791,103	\$	50,589,708
June-09	\$	-	\$	50,791,103	\$	44,706,214
June-10	\$	-	\$	50,791,103	\$	51,342,419
June-11	\$	4,618,708	\$	55,409,811	\$	65,060,898
June-12	\$	-	\$	55,409,811	\$	64,788,984
June-13	\$	5,000,000	\$	60,409,811	\$	76,038,439
June-14	\$	8,389,913	\$	68,799,724	\$	95,689,395
June-15	\$	(4,000,000)	\$	64,799,724	\$	92,222,506
June-16	\$	-	\$	64,799,724	\$	92,851,363
June-17	\$	6,876,878	\$	71,676,602	\$	110,063,884
June-18	\$	-	\$	71,676,602	\$	116,478,409
June-19	\$	1,053,093	\$	72,729,695	\$	123,157,480
June-20	\$	484,735	\$	73,214,430	\$	129,192,912
July-20	\$	-	\$	73,214,430	\$	134,216,327
August-20	\$	-	\$	73,214,430	\$	137,434,682
September-20	\$	-	\$	73,214,430	\$	135,761,825
October-20	\$	-	\$	73,214,430	\$	134,418,122

\$ 73,214,430

ITEM: 8.0 DATE: 12/14/20

TO: Board of Trustees

FROM: Kathleen F. Burke, Chancellor

RE: Written Reports from Administration and Governance Groups

ACTION: None

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

Speakers are limited up to two minutes each.

Chancellor Irvine Valley College President Saddleback College President



SADDLEBACK COLLEGE . IRVINE VALLEY COLLEGE . ATEP

DATE: November 30, 2020

TO: Members of the Board of Trustees **FROM:** Chancellor Kathleen F. Burke, Ed.D.

SUBJECT: District Services Report for December 2020 Board of Trustees Meeting

Wednesdays are for W



Throughout this pandemic, we have made a concerted effort to focus on the communication efforts that promote healthy practices to keep students, faculty, staff and our community safe. Each Wednesday is reserved on our social media pages for promotion of the four Ws, to 1) Wear a mask, 2) Wash your hands, 3) Watch your distance and, 4) Wash, clean, and disinfect surface areas. The helpful tips have been received well by Facebook followers. Once anyone follows the SOCCCD page, they can easily view, like, and share.

Veterans Day Message



Trustee Jim Wright provided a special Veterans Day message for the Irvine Valley College Veterans Day event in November. In his message, he noted his service as an active duty officer in the U.S. Air Force for 28 years and his gratitude for his fellow military brothers and sisters. Many thanks to Trustee Wright for recording this impactful message and for sharing his thoughts about Veterans Day throughout the District. To view the video, please click on the link:

https://drive.google.com/file/d/103EqJHWOJm17Hnorvd5Q 5m9tqbO5X73/view.

SOCCCD Hazard Mitigiation Forum





On November 19, SOCCCD conducted a community meeting via Zoom to announce the development of a Local Hazard Mitigation Plan (LHMP). The purpose of the LHMP is to identify actions that will help reduce and/or eliminate the loss of life and property from the impact of hazards in the community. The public was invited to attend this meeting to learn about SOCCCD's efforts and provide feedback. Staff was pleased with the turnout and engagement. The video of the forum can be found on the SOCCCD website. Many thanks to Sara Sperazza and the Risk Management team for the well planned forum. To view the forum video, please

click on the link: https://socccd.zoom.us/rec/share/4_Y33m_bczPKT2_OL7Xd0xbAnd1AsaAcdCKFtNFm2IH-YLr5mEc4j-sR0pxqMW0k.A2ar6NdsOeOqn92K.

Elections Update



On November 25, Orange County Registrar of Voters, Neal Kelley, officially certified all of the votes in Orange County for the November 3, 2020 Presidential Election. The turnout in Orange County was the highighest since the 1964 Presidential Election. SOCCCD's three incumbents, Trustee Barbara Jay, Trustee Tim Jemal, and Trustee Jim Wright were re-elected for another term. Voters also elected a new trustee in a competitive election—local educator and community advocate, Carolyn Inmon. All trustees will be sworn-in during the December board meeting and I look forward to working with them.



SADDLEBACK COLLEGE . IRVINE VALLEY COLLEGE . ATEP

ACCJC and CCCCO Equity Webinar Series



As a Commissioner for the ACCJC, I had the pleasure of moderating a seminar on December 2—part of an online seminar series entitled *The Future of Learning: ACCJC Conversations Among Thought Leaders*. The seminar focused on a conversation with Tia Brown McNair—co-author of the book, "From Equity Talk to Equity Walk: Expanding Practitioner Knowledge for Racial Justice in Higher Education". Hundreds joined the conversation and were engaged through the webinar chat and Q&A features. The online seminar series was presented in partnership with the California Community College system, the Academic Senate for California Community Colleges (ASCCC), the Pacific Postsecondary Education Council (PPEC), and the University of Hawaii Community Colleges.



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Kathleen F. Burke, EdD, Chancellor, and Members of the Board of Trustees

FROM: John C. Hernandez, PhD, President

DATE: December 3, 2020

SUBJECT: President's Report for the December 14, 2020 Board of Trustees Meeting

IVC Cares: Holiday Meal Distribution and Support Services Held on Campus



On November 23, the Office of Student Equity and the Health and Wellness Center hosted a drive-thru meal distribution on campus for IVC students. This event was held in response to the <u>Student COVID Impact Survey</u> that was sent out to students in October where it was revealed that 67% of respondents were experiencing depression or anxiety along with food and housing insecurity. Nearly 500 meals were distributed to students and their families in need. Students were welcomed by IVC President John Hernandez, Vice President for

Student Services Martha McDonald, and countless other faculty and staff members during this event. Representatives from Financial Aid, the Health and Wellness Center, the Veterans Center, Disabled Services, and the International Student programs were also in attendance to answer any questions the students had. Over 30 staff members and VA Work Study students showed up to help and care for IVC students. Photos for this event can be viewed here.

Diversity, Equity, and Inclusion Framework Introductory Meeting Held Virtually



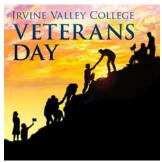
On November 13, President Hernandez invited administrators, faculty, and staff to take part in an informational meeting on designing a Diversity, Equity, and Inclusion (DEI) framework for IVC. The purpose of this meeting was to create an equity framework that aligns every program, initiative, and activity to college-wide DEI goals. These goals include sustaining an institutional commitment of diversity, equity, and inclusion to ensure our values, practices, protocols, and policies

reflect the commitment; ensuring student equity in access and achievement; creating a faculty-inspired and driven action plan to sustain inclusive classrooms and culturally competent/anti-racist curriculum; and ensuring IVC's workforce reflects the diversity of its students. This framework is necessary in order to ensure the alignment of the college's mission, strategic plan, and other documents; assess progress with clearly identified metrics; document and validate when desired benchmarks have been reached; and measure the effectiveness of each and every effort.

EOPS to Host Adopt-A-Family in December

On December 11, the EOPS program at IVC will host an EOPS/CARE/CalWORKs/Guardian Scholars Adopt-A-Family event on campus. Eligible students will receive a meal voucher, up to two gas cards for the Spring 2021 semester, Target gift cards, and grocery cards. Santa and a couple of his elves will also be present to bring (socially distanced) cheer. The event is sponsored by Cox and will support approximately 250 students and their families. IVC Foundation Donations are being accepted now at https://foundation.ivc.edu/giving/adopt-family.

Veterans Center Hosts Veterans Day Commemoration



On November 10, the Veterans Services Center honored our veterans during a special commemoration ceremony. Dr. Miatta Snetter, psychologist for the VSC, opened the ceremony by singing "America the Beautiful." She was followed by IVC President Dr. John Hernandez, who spoke about how veterans' service should be honored and how our college continues to promote their educational endeavors. Dr. Hernandez was followed by Board of Trustee Member and Air Force Veteran Dr. James Wright, who shared stories and honored his fellow military members. Dr. Martha McDonald, Vice President for Student Services and Marine Corps veteran, shared her inspiring

story of being the first woman to complete the Marine Corps Security Forces School and the first woman to complete the Small Arms Weapons Instructor Course at Quantico.

The keynote speaker for this event was decorated Marine and US Army soldier Colonel Martin Spann. Colonel Spann served three years of combat tours in Iraq and Afghanistan and earned the Soldier's Medal for Heroism, two Bronze Star Medals for Merit, and three Legions of Merit. He was recently inducted into the United States Army Officer Candidate School Hall of Fame in Fort Benning. In his speech, he shared the inspiring story of an Air Force veteran who worked as a janitor in the Air Force Training Academy after serving in World War II. The story was a reminder to honor all veterans regardless of what branch they served in or the number of years of service they've completed.

Classified Senate President Selected as a Panelist for Upcoming Caring Campus Webinar

Classified Senate President Amy Hunter has been selected as a panelist for the upcoming Caring Campus webinar Professional Classified Staff Front and Center in Improving Student Success, which will take place on December 10. The webinar will share first-hand stories from those actively engaged in Caring Campus, detailing why and how it is helping staff and students. Staff from the Institute for Evidence-Based Change will also share how colleges are implementing Caring Campus during the pandemic.

Interim Manager of Student Equity to Help Plan CCC LGBTQ+ Summit

IVC's commitment to LGBTQ+ students and services will be highlighted during the upcoming California Community Colleges LGBTQ+ Summit, a state-level conference taking place from April 28 to 29, 2021. This exposure came by way of Erin Pollard, Interim Manager of Student Equity, who is a conference planning committee member. This is Erin's second year on the planning committee; she has presented on the topic of IVC's LGBTQ+ student services every year since the initial conference in 2018. IVC is proud to have our LGBTQ+ services and commitment highlighted amongst our fellow CCC campuses.

Outreach Pilots IVC Spotlight Week

IVC Outreach is currently piloting a virtual outreach activity for all of IUSD titled IVC Spotlight Week, which features various areas of campus such as Enrollment Services, Financial Aid, Counseling, Outreach, the Honors Program, Career Education, and transfer strategies. With high schools moved to a virtual model and classroom contact time at a premium, we're hoping this initiative will serve as a catalyst and model for other districts to follow. All Zoom sessions are being recorded and closed captioned and will be available for viewing shortly.

IVC Celebrates International Education Week

From November 16 to 20, IVC celebrated International Education Week (IEW). IEW is an opportunity to celebrate the benefits of international education and exchange worldwide. This joint initiative of the US Department of State and the US Department of Education promotes programs that prepare Americans for a global environment and attract future leaders from abroad to study, learn, and exchange experiences.

Speech Team Wins at the Northern California Forensics Association Asynchronous Tournament

From October 11 to 25, the Speech team participated in a completely asynchronous speech tournament. The NCFA Asynchronous Tournament was attended by 15 colleges and universities. IVC competed in persuasive and informative speaking, as well as extemporaneous and impromptu speaking. At the conclusion of the tournament, the team dominated by receiving six awards including a 1^{st} place in Senior Persuasive Speaking by Seadona Taloma and 2^{nd} place in Novice Impromptu Speaking by Gowtham Krishkumar.

Model United Nations Wins at Two Conferences This Fall



The Model United Nations (MUN) program overcame the learning and logistical challenges posed by the pandemic to have another outstanding semester, winning a total of 16 awards at two conferences. From October 24 to 25, students participated in the College of the Canyons Model United Nations conference virtually, competing against 100 delegates from 15 colleges and universities from around the country and Colombia. Representing 17 countries, students won a total of six awards in five committees. Then, from November 6 to 8, the team

participated in the National Model United Nations Conference, where they won eight awards for skillfully representing Ecuador and Kenya on five committees.

Students developed transformational leadership skills by learning how to negotiate and engage with students from around the country and world in a virtual environment. They mastered complex information in new formats, innovated collaboration techniques, and creatively developed solutions to a number of pressing and timely global problems such as the rights of protestors, halting biodiversity loss, and promoting gender equality in entrepreneurship, amongst others.

Irvine Valley College Team Wins National Business Plan Pitch Competition

On November 7, the IVC Entrepreneurship Department took first place in the final round of the College Leap national business plan pitch competition for their innovative sunscreen pod concept. Eighty teams from all over the states of California and Washington entered. In the final, the IVC team HelioPods, which included Kimberly Rayner (business major) and Apoorva Gunti (bioengineering major), pitched against seven other teams. It was a tough competition with elaborate presentations and prominent judges from the Haas Berkeley School of Business, the California Community College State Director, entrepreneurs, and venture capitalists. A big congratulations to Kimberly and Apoorva for all of their hard work and dedication in this competition. They are looking to take their idea to the next level and ultimately bring it to the marketplace.

Honors Program Participates in Annual IVC/Saddleback Student Research Symposium

On November 14, the Honors Program participated in the 9th Annual IVC/Saddleback Student Research Symposium. Thirty-five students, including 25 from IVC, convened virtually to share oral presentations and poster displays of their research in a range of disciplines. The event featured a keynote address by Dr. Bill Etter, IVC English Professor, who spoke on "The Rocky and Rewarding Road of Research." Awards were presented for the top research abstracts and the top research posters. Outstanding Abstract Awards were presented to the following students: Rosanna Burgos, Preston Hong, Jennifer Fletcher, and Rachel Soltesz for "The Gaucho: Effects on Equity and Inclusion in Saddleback College's Community;" Tomas Castro for "The Price of the Future: An Analysis of the Gap in Carbon-Pricing Policy between Canada and the United States;" Apoorva Gunti for "Music to My Ears: Differences in the Effect of Music Therapy Between Alzheimer's Patients and Stroke Patients;" and Maximilian Schell for "Is Anyone Paying Attention? An Examination of the Problematic Future for the Timeshare Industry." Poster Awards went to Paul Doyle, Jr. for "Hunting Those Pesky Aphids: Determining Which Color Helps Ladybugs Locate Them Faster" and Jillian Pantig for "Cybernation Evolution: How Artificial Intelligence and Robotics Affect Unemployment."

The virtual event was an exciting celebration of student scholarship and of the faculty mentors who supported students in their research—a particularly valuable opportunity when other annual research conferences have been canceled. IVC Honors Program student Tomas Castro stated, "The IVC/Saddleback Symposium was the perfect opportunity to participate in the research process during COVID-19. I was able to experience the full benefits of a research conference from my own home; meeting new friends, learning from others' presentations, and networking with other students. It was a weekend well spent!"

Keynote Speaker Selected for the Spring 2021 President's Opening Session

Dr. Tia Brown McNair, Association of Colleges and Universities Vice President for Diversity, Equity, and Student Success and Executive Director for the Truth, Racial Healing, and Transformation (TRHT) Campus Centers, Office of Diversity, Equity, and Success, has been selected as the keynote speaker for the Spring 2021 President's Opening Session taking place on January 12. Dr. Brown McNair is the lead author of the books *From Equity Talk to Equity Walk: Expanding Practitioner Knowledge for Racial Justice in Higher Education* (January 2020) and *Becoming a Student-Ready College: A New Culture of Leadership for Student Success* (July 2016). McNair is a co-author of the publication *Assessing Underserved Students' Engagement in High-Impact Practices*. In March 2020, *Diverse: Issues In Higher Education* named her one of 35 outstanding women who have tackled some of higher education's toughest challenges, exhibited extraordinary leadership skills, and made a positive difference in their communities.

Police Department Continues to Provide On-Campus Support During Pandemic

At the beginning of the closure, the IVC Police Department (PD) took measures to put in place an access and control area for the entrance/exit of the campus to document all who come onto campus with approval. This information also assisted with contact tracing protocols. By the end of November, IVC PD provided campus access to approximately 931 students for instruction (athletes), photo ID appointments, and events. IVC PD supported numerous campus events, including the Geology Lab distribution, laptop distribution, bookstore/library distribution, and IVC Cares Holiday Meal Distribution and Support Services. In addition, since the closure, IVC PD has provided access for 4,468 employee visits with essential functions or special approvals and three major external events (blood drive, voting/polling location, flu shot drive). The Police team continues to monitor activity for the safety of all on campus and continue our 24-hour patrols of the property to ensure life and property are protected. Lastly, during this closure period, IVC PD has assisted four students in crisis by collaborating with outside police agencies in sending the proper resources to their aid.

IVC Enhances Emergency Preparedness

Since the beginning of the pandemic in Spring 2020, IVC has prepared and implemented several plans to enhance its resiliency and combat the virus. In the early stages of the pandemic, the college quickly activated its Emergency Operation Center (EOC), which has been meeting regularly to address ongoing challenges caused by COVID-19. IVC immediately developed a COVID-19 Response Plan to ensure a safe and secure campus operation while dealing with many uncertainties related to COVID-19 spreading in the community. With the campus closure, the college developed and implemented a pandemic business continuity plan to ensure its mission-critical functions remain intact throughout the pandemic, particularly in support of remote instruction. IVC Technology Services, in corporation with District IT, developed an automatic campus access workflow system that provides notification to IVC PD and IVC FMO departments about approved campus access requests. Another major accomplishment was the development of the Student Return to Campus Guide, which summarizes all the measures and protocols in place to prevent the spread of coronavirus upon gradual reopening in the future. Lastly, IVC is in the middle of a major update of its Emergency Operation Plan to be completed by mid-Spring 2021.

Bursar's Office Supports Students Online

Shortly after the campus closure, the Bursar's Office transitioned to an online platform called Cranium Café to meet with students virtually. Since then, the Bursar's Office has processed over 4,100 payments and refunds for students totaling over \$1.7 million in monetary transactions. Of these student transactions, the Bursar's team processed over 1,000 emergency withdrawal requests for students impacted by COVID-19, totaling roughly \$215,000. The office accepted and processed deposits for various departments on campus totaling near \$680,000. Finally, at the end of November, the Bursar's Office successfully collaborated with District Services to fully automate and streamline the student refund process, thus ensuring that students receive their refunds much quicker during these challenging economic times.

Technology Services Provides Critical Campus Support Amid School Closure

It has been a challenging but important year for Technology Services at IVC. From the beginning of the pandemic that forced the closure of campus in mid-March, Technology Services has been laser-focused on providing remote learning enablement and critical technical support to our faculty and staff. At the beginning of the pandemic, the Department successfully moved all the existing in-person instruction to remote capable instances within Canvas (1,499 total Canvas courses). The number of active students in Canvas went from 10,700 in February 2020 to 13,100 by September 2020.

During this transition, the Technology Services Department developed over 100 training videos and provided over 300 hours of group and individual training in online modalities and applications to support our remote workforce. These training sessions and videos supported the campus community in order to provide the best opportunity for the success of our students and faculty. Additionally, Technology Services purchased 1341 laptops/Chromebooks, 200 webcams, and 250 headsets for faculty, staff, and students. The Department acquired remote office supportive technologies such as Adobe Sign, NextGen document workflow, and Microsoft Teams and Office. And throughout it all, our Technology Services team provided world-class technical support both on campus, as essential function personnel, and remotely addressing nearly 6,000 IT tickets received during this time period.

Facilities, Maintenance, and Operations Prepares IVC Campus for Re-Opening

The Facilities Maintenance and Operations (FMO) Department has had to extend its reach into each and every building and outdoor public space on campus to perform much-needed maintenance, deep cleaning, and sanitizing services. Over the past six months, in order to meet the sanitizing and cleanliness standards required to ensure the safety of our students and employees upon their return to campus, our custodial staff has successfully performed all essential scheduled maintenance duties to over 24 classroom, lab, and student service buildings. In addition, the Facilities grounds crew and trades group have been successful in performing necessary scheduled maintenance to plumbing, electrical, and mechanical systems throughout the campus, all while maintaining the infrastructure of the college's 100-acre property.

In preparation for the return to campus, the IVC FMO Department has purchased supplies and equipment necessary to provide the campus population with the highest degree of safety. In addition to a generous supply of Plexiglas partitions for future installation in study areas and public reception counters, the college has inventoried and distributed hand-sanitizing stations and portable outdoor hand-washing stations throughout the campus to service the needs of essential staff, visiting faculty, and on-site building contractors. The college also invested in the latest technology of anti-bacterial protection with the purchase of several fogging systems along with 275 gallons of Vital Oxide solution that inhibits the growth of harmful viruses and bacteria. The campus will also be equipped with all of the latest directional building signage, as well as posters displaying graphics on mandatory face coverings and general safety instructions. The IVC FMO Department is confident that the college will be well prepared to ensure the highest degree of cleanliness and sound operation of campus facilities upon eventual campus reopening.

Beach Volleyball Team Receives 2020 USMC/AVCA Team Academic Award

The women's beach volleyball team was one of 41 programs in the nation among all college levels to earn honors by the United States Marine Corps (USMC) and the American Volleyball Coaches Association (AVCA) as a scholar athlete program. The USMC and the AVCA announced that 1,315 teams have earned the USMC/AVCA Team Academic Award for the 2020 season, topping last year's record by almost 200 teams; 232 programs received Team Academic honors for the first time in 2020.

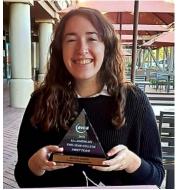
The award, initiated in the 1992-93 academic year, honors volleyball teams that maintain a year-long grade-point average of 3.30 on a 4.0 scale or 4.10 on a 5.0 scale. Members of Laser beach volleyball team included Truth Hafey, Anna Unke, Lexie Pereira, Alaina Thomas, Jasmine Langle, Alaina Gendale, Gabriela Griego, Alma Entesari, Kiana Salamone, Kristin Austin, Kendall Nolan, and Lea Kruse.

Former Men's Volleyball Star Turned Coach to Lead Women's Indoor Volleyball Program

The Athletics Department was proud to announce that former Laser standout player and current men's volleyball coach Ryan Windisch has taken over the IVC women's indoor program at the college. Windisch will replace Tom Pestolesi, who retired last year after spending 21 years coaching at IVC. "Taking over for an iconic coach like Pesto is almost impossible," Dean and Athletic Director Keith Shackleford said. Pestolesi won six state championships in men's, women's and beach volleyball at IVC.

Windisch, who has been the head coach of the men's volleyball team the last two seasons and an assistant coach with the women's squad since 2017, is ready for the challenge. "I am excited to step into the head coaching position and I believe that Pesto and the teams that I have been a part of for the last three seasons have prepared me," Windisch said. "IVC volleyball has provided so much to me both as a player and now as a coach. I hope that I am able to provide just as much back into it."

Women's Volleyball Player Wins American Volleyball Coaches Association All-American Award



Coach Tom Pestolesi presented the American Volleyball Coaches Association All-American Award to his star middle-blocker Kristen Austin, amid COVID-19 restrictions. Austin helped the Lasers to a record of 27-1 and a runner-up finish at the Community College Athletic Association state championship this past season at Southwestern College in San Diego.

Austin led the state in hitting percentage for much of the season and ended up with a hitting percentage of .500 while averaging 2.97 kills and 0.65 blocks during the regular season. Overall, Austin finished with the fourthhighest hitting percentage in IVC history at .468. She was named the co-Most Valuable Player of the Orange Empire Conference and helped the

Lasers win three volleyball conference titles overall in her career (indoor in 2018 and 2019 and beach in 2019). Austin plans on earning a degree in entertainment art/animation at Cal State Fullerton, while also playing volleyball for the Titans.

Upcoming Events:

Professional Development Week January 12, 2021 - January 15, 2021

President Hernandez's Opening Session for Spring 2021 Flex Week January 12, 2021

Respectfully Submitted,

John C. Hernandez, PhD

that Hernandez

President



TO: Members of the Board of Trustees

Chancellor Kathleen F. Burke, Ed.D.

FROM: Dr. Elliot Stern, President

SUBJECT: Report for December 14, 2020 Board of Trustees Meeting

Virtual Foundation Gala Results in Record-Setting Fundraising

The Saddleback College Foundation's 20th Annual Gala was held on Friday, November 20, and was redesigned as a virtual gala filmed in Saddleback's television studio. Guests were invited to view the one-hour livestream on YouTube Live and Channel 39.

The event featured videos of inspiring student success stories, a Fund-a-Need auction, a silent auction, a "Golden Ticket" door prize drawing, and a 30-minute virtual concert provided by Saddleback Performing Arts. The result was \$183,368 in donations, exceeding the foundation's goal of \$160,000.

The videos, created by Foundation staff and filmed by Saddleback's Media Production Specialists, featured the following students and alumni:

- Lorraine and Danny Limon: Mother and son alumni who found a renewed purpose and "community" at Saddleback. They are now attending UC Berkeley together;
- Gabrielle Jackson: A Theatre Arts alum who was encouraged by Dean Scott Farthing's mentorship.
 She has gone on to star in several acclaimed productions in Los Angeles and formed her own nonprofit to give a voice to Black issues in theatre.
- Xander De Los Reyes: A veteran who earned a 4.0 grade point average and gives much of the credit to the Saddleback Tutoring Center. He transferred to Princeton University—one of only 13 transfer students accepted—and plans to earn his law degree at Yale.
- Adam Brownell: Saddleback's Associated Student Government President who found his calling thanks to professors who believed in him. He plans to pursue a law degree and practice music contract law.

Following the videos, emcee and auctioneer Zack Krone conducted a Fund-a-Need auction that raised an unprecedented \$86,944. For comparison, last year's in-person Raise the Paddle raised \$68,680. The foundation raised an additional \$26,924 through the silent auction and golden ticket door prize sales, and \$80,500 was raised through 18 sponsors.

Thank you to the gala's Valedictorian Sponsors, Saddleback College Foundation Board of Governors Co-Chair Anthony Ferry and his wife, Carie.

Emily Quinlan Presented with OC Teacher of the Year Honors



In lieu of the annual Orange County Teacher of the Year banquet at the Disneyland Hotel, Emily Quinlan, Saddleback's Professor of the Year and an Orange County Teacher of the Year, was presented with a \$20,000 check and other prizes on November 23, during a physically-distanced meeting on campus with President Stern and ASG President Adam Brownell. The cash award and other prizes were made possible by the Orange County Department of Education Foundation and SchoolsFirst Federal Credit Union.

Congratulations, Emily, for this much-deserved honor!

Saddleback Offers WiFi Parking Lot for Students in Last Weeks of Semester

After receiving feedback that many of our students are dealing with unreliable internet service, Saddleback College has opened a free WiFi parking lot for the last three weeks of the semester. The WiFi parking lot is available Mondays through Thursdays from 8:00 am to 4:00 pm in Parking Lot 10 (adjacent to the Science/Math building). Parking spaces are allotted to ensure appropriate distance between cars, and students are asked to remain in their vehicles and access restrooms and food off-campus.

Thank you to Technology Services and Campus Police for coordinating the WiFi parking lot to help our students in these last few weeks of the semester.

Helping Hands for the Holidays

Associated Student Government and Extended Opportunity Programs and Services (EOPS) collaborated to launch "Helping Hands for the Holidays," an effort to help Saddleback students who may not have the resources to provide a holiday experience for their families. The program is completely confidential and allows donors to provide families with gifts as well as gift cards for food to help make the holidays a bit brighter.

Recipients are all students in the EOPS program who have submitted an application, a statement of need, and a wish list for each of their dependents. Applications are reviewed and matched with donors.

This year, to keep all participants safe and healthy, donors are mailing gifts to campus, where they will be packaged and delivered to participating families.

Grant Funding Secured for At-Risk Students

The CARES Grant work group is pleased to share that Saddleback College was one of 25 colleges across the nation to receive a \$20,000 Ellucian Progress/Accomplishment/Thriving/Hope (PATH) Scholarship. The funds will be immediately distributed in \$500 increments to students who were impacted by the pandemic but were not eligible for CARES Grant funds.

Plant Sale Goes Virtual

The crowd-pleasing Horticulture and Landscape Design Plant Sale was held virtually this year from November 23 to November 30. Orders were placed on a website, with users selecting a date and time to pick up their purchases on campus (Plant Sale volunteers were available to deliver plants to cars, allowing customers to remain in their vehicles).

Proceeds from the Plant Sale go toward scholarships for students in the Horticulture and Landscape Design program.

Saddleback Student Shines in Department of Energy CyberForce Competition

Congratulations to Saddleback student George Good, who placed 31st out of 371 competitors at the November 14th U.S. Department of Energy CyperForce competition, established in 2016 to enhance cyber education through hands-on, real world scenarios and promote awareness of the critical need for cybersecurity in the nation's infrastructure. Students Briannah Milne, Robert Peterson, and Angie Montes also represented Saddleback at the competition with the support of faculty advisor Dr. Jeff Barnett, Computer Science Department chair Larry Perez, and Computer Information Management Department Chair Tom DeDonno.

Saddleback Speech and Debate Team Enjoys Victories at Recent Tournaments

The Saddleback Speech and Debate Team is fresh off a series of exciting victories at three regional tournaments held during October and November. Students from the squad represented the college in competition against programs from around the state at the 2020 October Surprise Tournament hosted by Mt. San Antonio College (October 24-25), the 2020 Cougar Classic hosted by Azusa Pacific (November 7), and the 2020 Griffin Invitational Hosted by Grossmont College. All three competitions brought together some of the top speech teams in the state and the results show that whether online or inperson, Saddleback is definitely a force to be reckoned with!

Results:

October Surprise

Josh Teincuff, First Place in Extemporaneous, First Place in Dramatic Interpretation.

Cougar Classic

Josh Teincuff, First Place in Extemporaneous, Fifth Place in Impromptu. Kate Cohee, Third Place in Extemporaneous, First Place in Impromptu. Riley Araujo, Fifth Place in Extemporaneous, First Place in Novice Impromptu. Saddleback took Second Place in Tournament Sweepstakes.

Griffin Invitational

Kate Cohee, Second Place in Impromptu, First Place in Extemporaneous.

Josh Teincuff, Fourth Place in Impromptu, Second Place in Extemporaneous, Bronze Medal in Open IPDA Debate.

Riley Araujo, Fifth Place in Extemporaneous.

Respectfully Submitted,

Elliot Stern President