



Meeting of the Board of Trustees

January 25, 2016

CALL TO ORDER: 5:30 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (GC Section 54957(b).)
 - A. Public Employee Appointment, Employment (3 matters)
 - B. Public Employee Discipline, Dismissal, Release (GC Section 54957(b).) (1 matter)
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
 - A. California School Employees Association (CSEA)
Agency Designated Negotiator: David P. Bugay, Ph.D.
 - B. Police Officers Association (POA)
Agency Designated Negotiator: David P. Bugay, Ph.D.
- 1.5 Conference with Legal Counsel (GC Section 54956.9)
 - A. Anticipated Litigation (GC Section 54956.9(d)(2), (e)(1) (1 case)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 **Actions Taken in Closed Session**

2.2 **Invocation**

Led by Trustee Barbara Jay

- 2.3 **Pledge of Allegiance**
Led by Trustee Tim Jemal

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

3.0 **REPORTS**

- 3.1 Oral Reports: **Speakers are limited to up to two minutes each.**
- A. Board Reports
 - B. Chancellor's Report
 - C. College Presidents' Reports (*Written Reports included in Section 8.0*)
 - D. Associated Student Government Reports
 - E. Board Request(s) for Reports

4.0 **DISCUSSION ITEMS**

- 4.1 None

5.0 **CONSENT CALENDAR ITEMS**

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**
Approve minutes of a Regular Meeting held on December 14, 2015.
- 5.2 **Irvine Valley College: Curriculum Revisions for the 2016-2017 Academic Year**
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2016-2017 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.3 **Irvine Valley College: 2016-17 Instructional Material/Lab Fees**
Approve the proposed additional instructional material/lab fees for one new Chemistry course.
- 5.4 **Saddleback College: Community Education, Additional Spring 2016 Classes**
Following Board approval of the Spring 2016 Community Education class offerings at the November 23, 2015 meeting, the college planned some

additional classes to include in their Spring 2016 program.

- 5.5 **Saddleback College: Out-of-State Travel Program, National Parks & Monuments, Geology 170 Field Study Course, June 10 to June 19, 2016**
Approve the out-of-state travel to the Grand Canyon National Park, Sunset Crater/Meteor Crater/Petrified Forest, Arizona and Zion National Park, Utah from June 10, 2016 to June 19, 2016, for the field study program in Geology.
- 5.6 **Saddleback College and Irvine Valley College: Speakers**
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.7 **SOCCCD: Academic Year 2016-2017 Non-Resident Tuition Fees for Foreign & Out-Of-State Students**
Adopt a 2016-2017 non-resident tuition fee of \$211 per semester unit based on the "Statewide average cost" option. It is further recommended to increase the capital outlay fee authorized by ECS 76141 to the calculated \$65 per semester unit rate based on capital outlay and maintenance needs of the colleges, and maintain the current \$54 per semester application fee as authorized by ECS 76142.
- 5.8 **SOCCCD: Budget Amendment: Adopt Resolution No. 16-02 to Amend FY 2015-2016 Adopted Budget**
Adopt Resolution No. 16-02 to amend the FY 2015-2016 Adopted Budget.
- 5.9 **SOCCCD: Gifts to the District and Foundations**
Accept the donation(s) to the District and/or the Foundations listed as listed.
- 5.10 **SOCCCD: Transfer of Budget Appropriations**
Ratify the transfer of budget appropriations for the current reporting period ending December 31, 2015.
- 5.11 **SOCCCD: Purchase Orders and Checks**
Ratify the purchase orders and checks as listed.
- 5.12 **SOCCCD: December 2015 Change Orders / Amendments**
Ratify change orders and amendments as listed.
- 5.13 **SOCCCD: November - December 2015 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project, Energy Service Public Hearing**
Open a public hearing and invite members of the public to present their comments with regard to the Saddleback College Energy Service Contract for the Saddleback College Fine Arts HVAC Upgrades and Interior

Renovation project.

- 6.2 **SOCCCD: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project, Adopt Resolution No. 16-01, Authorizing Entering into an Energy Service Contract**
Adopt Resolution No. 16-01 to authorize entering into an Energy Service Contract for the Saddleback College Fine Art HVAC Upgrades and Interior Renovation project.
- 6.3 **SOCCCD: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project, Award of Energy Service Contract, Solpac Construction, Inc., dba Soltek Pacific Construction Company**
Approve the Energy Service agreement for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project, with Solpac Construction, Inc., dba Soltek Pacific Construction Company, in the amount of \$7,317,766.
- 6.4 **SOCCCD: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project, Hire Construction Manager, Bernards**
Approve the construction management services agreement with Bernards for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project, for a not to exceed amount of \$245,257.
- 6.5 **SOCCCD: Saddleback College, Sciences Building Project, Change Order No.3, C.W. Driver**
Approve Board Change Order No.3 for the Saddleback College Sciences Building project and authorize staff to execute the corresponding change order with the contractor resulting in an increase of \$665,512 in the total project cost. The revised contract amount is \$55,545,633.
- 6.6 **SOCCCD: Sciences Building Project, Use of Multiple Award Contracts for Furniture Purchases**
Approve the use of the listed CMAS contracts for furniture purchases. Costs associated with the use of these contracts for the Sciences Building project are expected to be no greater than \$600,000.
- 6.7 **SOCCCD: Board Policy Revision: BP-4002.1 Authorization for Employment, BP-4000 Authorization for Employment**
Accept for discussion and approval.
- 6.8 **SOCCCD: CCCT Board of Directors Nominations**
Approve possible nomination(s) for transmittal to the CCCT office.
- 6.9 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Revision to Qualifications of Academic Administrative Position, Correction to Extension of Administrator Temporary Assignment, Title Change of Full-

Time, Academic Faculty Position, Reduced Workload Program with STRS Retirement.

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

Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Revise Salary Placement, Reorganization, Change of Status, Temporary Increase in Hours, Out of Class Assignments, Resignations/Retirement/Conclusion of Employment, Volunteers.

6.11 **SOCCCD: 2016-2017 Bonded Sabbatical Recommendations**

Approve Faculty Sabbatical Leaves for the 2016-2017 Academic Year as Recommended by the SOCCCD District-wide Sabbatical Committee.

7.0 REPORTS

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

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

7.2 **SOCCCD: Basic Aid Report**

Report on projected receipts and approved projects.

7.3 **SOCCCD: Monthly Financial Status Report**

The reports display the adopted budget, revised budget and transactions through December 31, 2015.

7.4 **SOCCCD: Quarterly Financial Status Report**

Report for the period ending December 31, 2015 for FY 2015-2016.

7.5 **SOCCCD: Facilities Plan Status Report -**

Status of current construction projects.

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

Report for the periods ending November 30, 2015 and December 31, 2015.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

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

- H. California School Employees Association
- I. Saddleback College Classified Senate
- J. Police Officers Association

9.0 ADDITIONAL ITEMS

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

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Minutes of the Board of Trustees Meeting
ACTION: Approval

Minutes from:

December 14, 2015 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
December 14, 2015**

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, Member
Lemar Momand, Student Member

Administrative Officers:

Gary Poertner, Chancellor
Robert Bramucci, Vice Chancellor, Technology and Learning Services
David Bugay, Vice Chancellor, Human Resources
Tod Burnett, President Saddleback College
Debra Fitzsimons, Vice Chancellor, Business Services
Glenn Roquemore, President Irvine Valley College

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.3 Public Employee Appointment, Employment, Evaluation of Performance,

- Discipline, Dismissal, Release (GC Section 54957(b).)
- A. Public Employee Discipline, Dismissal, Release (GC Section 54957(b).)
(4 matters)
- 1.4 Conference with Labor Negotiators (GC Section 54957.6)
- A. California School Employees Association (CSEA)
Agency Designated Negotiator: David P. Bugay, Ph.D.
 - B. Police Officers Association (POA)
Agency Designated Negotiator: David P. Bugay, Ph.D.
- 1.5 Conference with Real Property Negotiators (GC Section 54956.8) (1)
- A. Exchange of Property by District: Portion of Advanced Technology Education Park: County of Orange, 15445 Lansdowne Road, Tustin
Agency Designated Negotiator: Debra Fitzsimons, Ph.D. regarding exchange of land.
 - B. Lease of Property by District: Portion of Advanced Technology Park (ATEP) site: Los Angeles Football Club, 15445 Lansdowne Road; Regarding price and terms of payment.
- 1.6 Conference with Legal Counsel (GC Section 54956.9) (1 case)
- A. Anticipated Litigation (GC Section 54956.9(d)(2), (e)(1) (1 case)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 7 to 0 vote, the board approved the extension of an unpaid leave for one month with benefits for a classified employee.

2.2 Invocation

Led by Trustee James Wright

2.3 Pledge of Allegiance

Led by Trustee Barbara Jay

2.4 Annual Organizational Meeting and Facilities Corporation Meeting

A. Election of Officers

On a motion made by Trustee Milchiker and seconded by Trustee Wright, Trustee Jemal was elected Board President. The motion passed on a 6-0 vote with Trustee Jemal abstaining.

On a motion made by Trustee Prendergast and seconded by Trustee Milchiker, Trustee Wright was nominated Vice President of the Board of Trustees. The motion passed on a 6-0 vote with Trustee Wright abstaining.

On a motion made by Trustee Jemal and seconded by Trustee

Wright, Trustee Lang was elected Clerk of the Board of Trustees. The motion passed on a 6-0 vote with Trustee Lang abstaining.

B. Appointment of Secretary and Assistant Secretary

On a motion made by Trustee Lang and seconded by Trustee Milchiker, Chancellor Poertner was appointed Secretary and Vice Chancellor Fitzsimons was appointed Assistant Secretary. The motion passed on a 7-0 vote.

C. Appointment of Trustee Representatives

Representative to the Nominating Committee to the Committee on School District Organization:

On a motion made by Trustee Jemal and seconded by Trustee Milchiker, Trustee Wright was appointed representative to the Nominating Committee to the Committee on School District Organization. The motion passed on a 6-0 vote with Trustee Wright abstaining. On a motion made by Trustee Lang and seconded by Trustee Jemal, Trustee Prendergast was appointed alternate representative. The motion passed on a 6-0 vote with Trustee Prendergast abstaining.

District's Political Action Representative to Orange County School Boards Association:

On a motion made by Trustee Prendergast and seconded by Trustee Wright, Trustee Whitt was appointed representative to the Orange County School Boards Association. The motion passed on a 6-0 vote with Trustee Whitt abstaining.

Representative to the Orange County Legislative Task Force:

On a motion made by Trustee Jemal and seconded by Trustee Wright, Trustee Milchiker was appointed representative to the Orange County Legislative Task Force and Trustee Lang was appointed alternate representative. The motion passed on a 5-0 vote with Trustees Milchiker and Lang abstaining.

Representatives to the SOCCCD Audit Committee to serve on the Pre-Audit and Exit Meetings

On a motion made by Trustee Prendergast and seconded by Trustee Milchiker, Trustee Lang was appointed chair to the SOCCCD Audit Committee. The motion passed on a 6-0 vote with Trustee Lang abstaining. On a motion made by Trustee Milchiker and seconded by Trustee Lang, Trustee Wright was appointed as representative #1. The motion passed on a 6-0 vote with Trustee Wright abstaining. On a motion made by Trustee Lang and seconded by Trustee Jemal, Trustee Prendergast was appointed as representative #2. The motion passed on a 6-0 vote with Trustee Prendergast abstaining.

Representatives to Saddleback College and Irvine Valley College Foundation

On a motion made by Trustee Lang and seconded by Trustee Milchiker, Trustee Whitt was appointed as the representative to the Saddleback College Foundation and Trustee Jay was appointed as the representative to the Irvine Valley College Foundation. The motion passed on a 6-0 vote with Trustee Whitt abstaining.

D. Establishment of Regular Meeting Dates

On a motion made by Trustee Milchiker and seconded by Trustee Jay, the board approved the dates of the regular board meetings for the 2016 calendar year. The motion passed on a 7-0 vote.

E. Establishment of Agenda Planning Calendar

On a motion made by Trustee Lang and seconded by Trustee Jay, the agenda planning calendar was approved on a 7-0 vote.

F. Approval of Agenda Format

On a motion made by Trustee Lang and seconded by Trustee Jemal, the agenda format was approved with one amendment. Resolutions were removed from 2.0 Procedural Matters and moved to 5.0 Consent Calendar. The motion was approved on a 7-0 vote.

G. Special Meeting of the Board of Directors, Facilities Corporation

On a motion made by Trustee Lang, seconded by Trustee Milchiker and unanimously carried on a 7-0 vote, the same persons holding membership on the SOCCCD Board of Trustees were elected as directors of the Facilities Corporation 2011 of the South Orange County Community College District to a term of office extending until the next annual organizational meeting.

Trustee Jemal was appointed President, Trustee Wright was appointed Vice President, Trustee Lang was appointed Secretary, and Vice Chancellor Fitzsimons was appointed Chief Financial Officer to a term of office extending until the date of the next annual organizational meeting.

Chancellor Gary Poertner, was appointed to the office of Assistant Secretary and the Vice Chancellor of Business Services, Dr. Debra Fitzsimons, was appointed to the office of Assistant Treasurer.

2.5 Recognitions: Speakers are limited to two minutes each.

- A. Resolutions and Commendations:
1. None

2.6 **Public Comments**

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

3.0 **REPORTS**

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

A. Board Reports

Student Trustee Momand was present and excused from the board meeting after his oral report due to final exams.

B. Chancellor's Report

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

D. Associated Student Government Reports

E. Board Request(s) for Reports

1. Request for board report on active shooter preparations and training at Saddleback College and Irvine Valley College.

On a motion made by Trustee Lang and seconded by Trustee Prendergast, the Board Request for Report submitted by Trustee Whitt was approved on a 7-0 vote.

4.0 **DISCUSSION ITEMS**

4.1 None

5.0 **CONSENT CALENDAR ITEMS**

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

Trustee Wright requested to pull item 5.1 and 5.10.

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

5.1 **SOCCCD: Board of Trustees Meeting Minutes**

Approve minutes of a Regular Meeting held on November 16, 2015.

An amendment was made to the minutes on November 16, 2015, item 6.7, pg. 8. The last sentence of the motion was amended by noting that Trustee Wright abstained from the vote.

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

- 5.2 **Saddleback College: Out-of-State Travel, The Regional 48 Kennedy Center American College Theatre Festival, Honolulu, Hawaii, February 10-15, 2016**
Approve the participation of the Saddleback College Department of Theatre Arts in the Regional 48 Kennedy Center American College Theatre Festival in Honolulu, Hawaii, February 10-15, 2016.
- 5.3 **SOCCCD: Saddleback College Award of Bid 2044, Printing of Community Education Brochures, Southwest Offset Printing**
Approve the award of Bid No. 2044, Printing of Community Education Brochures for FY 2015-2016 with four one-year options to renew with Southwest Offset Printing for a total amount of \$ 259,914.25.
- 5.4 **Saddleback College and Irvine Valley College: Designated Representatives to the South Orange County Regional Consortium for AB104 Adult Education Block Grant**
Approve Dr. Tod A. Burnett or his designee to serve as the approved representative through June 2016 and Dr. Glenn R. Roquemore or his designee to serve as the approved representative for 2016-2017. The designee will alternate by college each year thereafter.
- 5.5 **Saddleback College and Irvine Valley College: Revised 2016-2017 Instructional Material/Laboratory Fees**
Approve revised instructional material and laboratory fees for 2016-2017.
- 5.6 **Saddleback College and Irvine Valley College: Speakers**
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.7 **Saddleback College: Curriculum Revisions and Additions for the 2016-2017 Academic Year**
Approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College.
- 5.8 **Irvine Valley College: Curriculum Revisions for the 2016-2017 Academic Year**
Approve curriculum revisions as recommended by the Curriculum Committee in consultation with the Academic Senate for the 2016-2017 academic year, pursuant to Title 5, Section 53200 et seq.
- 5.9 **Irvine Valley College: Out-of-State Travel Program to the Natural and Cultural Heritage Sites of Arizona, Utah, Colorado, and New Mexico, Summer 2016**

Approve the Geography 102 out-of-state travel field program from July 22-31, 2016 to the natural and cultural heritage sites of Arizona, Utah, Colorado, and New Mexico.

- 5.10 **SOCCCD: Irvine Valley College Award of Bid No. 314, Biotechnology Equipment, Bio-Rad Laboratories**
Approve the award of Bid No. 314, Biotechnology Equipment at Irvine Valley College, for FY 2015-2016 to Bio-Rad Laboratories for a total amount of \$105,541.83.

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

- 5.11 **SOCCCD: Agreement for Quality Assurance Services, eNamix**
Approve the agreement with eNamix for an amount not to exceed \$130,368 for the term of January 1, 2016 to August 31, 2016.

- 5.12 **SOCCCD: Agreement for Software Development and Project Management Services, Neudesic LLC**
Approve the work order with Neudesic LLC for an amount not to exceed \$247,497.50 for the term of January 1, 2016 through August 31, 2016.

- 5.13 **SOCCCD: License to Use Agreement for Cellular Phone Antenna Station, Sprint PCS Assets, LLC, at Saddleback College's Learning Resource Center (LRC)**
Approve the license to use agreement with Spring PCS Assets, LLC for a cellular phone antenna located on the rooftop of the SC LRC building, with a five year contract term to provide income of \$34,656 in year one and a three percent increase for the next four years, thereafter.

- 5.14 **SOCCCD: Budget Amendment: Adopt Resolution No. 15-41 to Amend FY 2015-2016 Adopted Budget**
Adopt Resolution No. 15-41 to amend the FY 2015-2016 Adopted Budget.

- 5.15 **SOCCCD: Transfer of Budget Appropriations**
For the current reporting period ending November 24, 2015.

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

- 5.17 **SOCCCD: November 2015 Change Orders / Amendments**
Ratify change orders and amendments as listed.

- 5.18 **SOCCCD: November 2015 Change Orders / Amendments**
Approve change orders and amendments as listed.

- 5.19 **SOCCCD: October-November 2015 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: Approval of District-wide Strategic Plan

Approve the final strategic plan and decision making manual as presented.

Denice Inciong, District Director of Research, Planning and Data Management, Craig Hayward, Irvine Valley College Director of Research, Planning and Accreditation, and Nicole Ortega, Saddleback College Director of Planning, Research and Accreditation, provided an overview of the District-wide Strategic Plan 2014-2020 and District-wide Planning and Decision Making Manual 2015-2020.

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

6.2 SOCCCD: Saddleback College BGS Fire Repairs Project, Notice of Completion, Optima RPM, Inc.

Authorize filing the Notice of Completion for BGS Fire Repairs project to Optima RPM, Inc. for a final contract total of \$543,800.87.

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

6.3 SOCCCD: Saddleback College Exterior Lighting and Controls Retrofit Phase I, Notice of Completion, Anderson & Howard Electric, Inc.

Authorize filing the Notice of Completion for Saddleback College Exterior Lighting and Controls, Retrofit Phase I project to Anderson & Howard Electric, Inc. for a final amount of \$780,000.00.

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

6.4 SOCCCD: Board Policy Revision: BP-6170 Counseling, BP-4016 Drug Free Environment and Drug Prevention Program, BP-5230 Intercollegiate Athletics, BP-3410 Nondiscrimination

Accept for discussion and approval.

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

6.5 SOCCCD: Board Policy Revision: BP-4002.1 Authorization for Employment, BP-4000 Authorization for Employment

Accept for review and study.

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

6.6 SOCCCD: Full-Time Faculty Hiring Amendment - Saddleback College Approve amendments to Saddleback College's 2016-2017 Full-time Faculty

hiring list.

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

- 6.7 **SOCCCD: Employment Agreement – Gary L. Poertner, Chancellor**
Approve employment contract for Gary L. Poertner as Chancellor, SOCCCD, effective July 1, 2016 through June 30, 2019.

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

- 6.8 **SOCCCD: Adjustment to the Integrated Salary Schedule for District Administrators and Managers**
Approve revisions to the Integrated Salary Schedule for District Administrators and Managers.

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

- 6.9 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Academic Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Administrators Contract Extensions, Extension of Administrative Temporary Assignment, Additional Compensation: General Fund – Pay Owed, Workload Banking, Reduced Workload Program with STRS Retirement.

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

- 6.10 **SOCCCD: Classified Personnel Actions – Regular Items**
Approve New Classified Appointments, Authorization to Eliminate Classified Position and/or Numbers, Authorization to Establish and Announce a Classified Position, Authorization to Increase Hours on a Classified Position, Authorization to Extend a Classified Categorical Funded Position, Change of Status, Classified Bilingual Stipend, Additional Compensation, Out of Class Assignments, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.

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

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

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

- 7.3 **SOCCCD: Basic Aid Report**
Report on projected receipts and approved projects.
- 7.4 **SOCCCD: Monthly Financial Status Report**
The reports display the adopted budget, revised budget and transactions through November 30, 2015.
- 7.5 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.6 **SOCCCD: Retiree (OPEB) Trust Fund**
Report for the period ending October 31, 2015.

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

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

9.0 ADDITIONAL ITEMS

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

The meeting was adjourned at 8:01 p.m. in memory of Irvine Valley College student Kokona Ando.



Gary L. Poertner, Secretary

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Irvine Valley College: Curriculum Revisions for the 2016-17 Academic Year

ACTION: Approval

BACKGROUND

Irvine Valley College's 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

Irvine Valley College 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 Irvine Valley College for the 2016-17 academic year pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed changes in curriculum for the 2016-17 academic year at Irvine Valley College.

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES
SCHOOL OF MATH, COMPUTER SCIENCE, AND ENGINEERING

Computer Science
Associate in Science

The Computer Science Department in the School of Mathematics, Computer Science and Engineering conducts a program designed for students who are developing computer programming skills in preparation for transfer to a four-year college or university. Courses are intended to meet the needs of students at various levels of competence, from the novice to the expert. The department acquaints students with the presently available methods of computer science that are useful in solving problems of science, industry, and government; prepares students for the additional formal education and self-education required in this ever-developing field; and fosters students' abilities to solve computer science problems.

Complete the following courses:

CS 1	Introduction to Computer Systems	3
	Or	
CS 1H	Introduction to Computer Systems Honors	3
CS 10	Introduction to Programming Using Python	3
CS 37	C++ Programming	3
CS 38	Java Programming	3

Complete any four of the following courses:

CS 6A	Computer Discrete Mathematics I	3
CS 6B	Computer Discrete Mathematics II	3
CS 30	Database Management Programming	3
CS 36	C Programming	3
CS 39	C3 Programming Using Microsoft.Net	3
CS 40A	Computer Organization and Assembly Language I	3
CS 40B	Computer Organization and Assembly Language II	3
CS 41	Data Structures	3
CS 50	HTML/XHTML Programming	3
CS 131	Database Management Programming	3
	Total Units:	24

Computer Science*
Associate in Science

The Computer Science Department in the School of Mathematics, Computer Science and Engineering conducts a program designed for students who are developing computer programming skills in preparation for transfer to a four-year college or university. Courses are intended to meet the needs of students at various levels of competence, from the novice to the expert. The department acquaints students with the presently available methods of computer science that are useful in solving problems of science, industry, and government; prepares students for the additional formal education and self-education required in this ever-developing field; and fosters students' abilities to solve computer science problems. **This degree differs from the AS-T in Computer Science because it offers a more general program in computer science that prepares students for transfer to University of California campuses, private and out-of-state universities.**

Complete the following courses:

CS 1	Introduction to Computer Systems	3
	Or	
CS 1H	Introduction to Computer Systems Honors	3
CS 10	Introduction to Programming Using Python	3
CS 37	C++ Programming	3
CS 38	Java Programming	3
CS 40A	Computer Organization and Assembly Language I	3
CS 41	Data Structures	3

Complete any four of the following courses:

CS 6A	Computer Discrete Mathematics I	3
CS 6B	Computer Discrete Mathematics II	3
CS 30	Database Management Programming	3
CS 36	C Programming	3
CS 39	C3 Programming Using Microsoft.Net	3
CS 40B	Computer Organization and Assembly Language II	3
CS 50	HTML/XHTML Programming	3
CS 131	Database Management Programming	3
	Total Units:	24

KEY TO ACTIONS TAKEN

assign=assignments

cat desc= catalog description

c/l w/+ cross-listed with (and list the other crs id)

coreq=corequisite

crs id=course prefix and/or number

dc=delete course

dv=delete version of course

gr opt=grading option

hrs=hours

lim=limitation

lrng obj=learning objectives

moe=methods of eval

nc=new course

nv=new version of existing course

oe/oe=open entry/open exit

prereq=prerequisite

reactv=course reactivation

rec prep=recommended prep

rpt=repeatability

occupational, C=clearly occupational, D=possibly occupational,

E=non-occupational)

sch desc=schedule description

sr=scheduled review is for courses that are scheduled for review
and there are no revisions

ti=title

tps=topics

txt=text-required for all courses numbered 1-299

un=units

val=validation

School	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
The Arts	ART 40	740.00	2-D Design and Color	tps; lrng obj; moe; assign; txt
The Arts	ART 50	905.05	Beginning Oil Painting	tps; lrng obj; assign; txt; val
The Arts	ART 80	760.05	Drawing Fundamentals	tps; lrng obj; moe; assign; txt rec: ARTH 27 and WR 1 or WR 1H; moe, txt; val
The Arts	ARTH 22	10506.00	Survey of Asian Art	txt; val
Business				
Science	CIM 283	10411.10	CCNA 3 - Scaling Networks	Approved 12/14/15 as CIM 183 .
Business			CCNA 4 - Connecting	
Science	CIM 284	10412.15	Networks	Approved 12/14/15 as CIM 184 .
The Arts	ARTH 110	14151.00	Introduction to Museums	lrng objs; moes; assign; txt
The Arts	ARTH 115	14206.00	Collections Management	desc; lrng objs; moes; assign; txt
Social			Introduction to Political	rec: WR 201, ESL 201 or WR 399; tps; lrng
Sciences	PS 4	5735.00	Science	obj; moes; assign; txt; val

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Irvine Valley College: 2016-17 Instructional Material/Lab Fees
ACTION: Approval

BACKGROUND

The Board of Trustees approves changes in instructional material/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

Irvine Valley College proposes to add instructional material/lab fees to one new CHEMISTRY course as outlined in Exhibit A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the proposed instructional material/lab fees.

South Orange County Community College District

IRVINE VALLEY COLLEGE
2016/2017 Revised Instructional Material Fees

Course	Cat. I.D.	Title	Current Fee	Proposed Fee	Purpose
<u>PHYSICAL SCIENCES</u>					
CHEM 13L	1280.05	Organic Chemistry II Lab	\$0.00	\$ 5.00	Cost for materials

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Community Education, Additional Spring 2016 Classes

ACTION: Approval

BACKGROUND

The South Orange Community College District is known for offering high-quality, non-credit programs and fee-based classes. Saddleback College performs an important service and fulfills a vital part of their mission by offering these classes and programs through Community Education. The Community Education programs, presenters, and accompanying compensation require the approval of the Board of Trustees.

STATUS

A variety of educational and recreational events have been planned by Saddleback College Community Education to serve the community during Spring 2016. Expenses for conducting these classes will be paid by the income from participant fees. Following Board approval of the Spring 2016 Community Education class offerings at the November 23, 2015 meeting, the college planned some additional classes to include in their Spring 2016 program. Exhibit A lists the additional class offerings, presenters, and compensation.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Community Education courses, presenters, and compensation Exhibit A.

South Orange County Community College District
SADDLEBACK COLLEGE

COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM-Additonal Spring 2016

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Adult	Piano Made Easy Series	1/1-6/30	Craig Coffman (I)	50%NET	\$75 Series/\$45 Class
CUSD/CFK	Math Tutoring	1/1-6/30	Christina Hinkle (E)	60%Net	TBD
	Youth Basketball Skills Camp	1/1-6/30	Marty Levinson (E) and Kyle Wallace (E)	60%Net	TBD
	Lion's Homework Club	1/1-6/30	Deanna Bleidistel (E) and Andrika Bowen (E)	60%Net	TBD

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Out-of-State Travel Program, National Parks & Monuments, Geology 170 Field Study Course, June 10, 2016 to June 19, 2016

ACTION: Approval

BACKGROUND

Saddleback College is committed to providing high-quality education and a full range of scientific and cultural activities for students. Saddleback College has offered courses in many areas of the world with expert talented faculty providing a quality academic experience combined with cultural travel. As part of offering high-quality education to students, Saddleback College is offering an opportunity for students to study the Geology of the Grand Canyon's north and south rim, the Petrified Forest/Meteor Crater/Sunset Crater and Zion National Park.

STATUS

The Mathematics, Science & Engineering Division of Saddleback College proposes to offer the field study course, Geology 170, National Parks & Monuments, from June 10, 2016 - June 19, 2016. A maximum of up to 22 students and two (2) advisors can be accommodated.

The Out-of-State Travel Program Information Cost Summary is presented in EXHIBIT A. There is no impact to the general fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the out-of-state travel to the Grand Canyon National Park, Sunset Crater/Meteor Crater/Petrified Forest, Arizona and Zion National Park, Utah from June 10, 2016 to June 19, 2016, for the field study program in Geology. All costs for travel, food, lodging and incidentals will be paid by students at a materials fee of \$175.00 per student.

Item Submitted By: *Dr. Tod Burnett, President*
Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services

**INDIVIDUAL COST BREAKDOWN SUMMARY
AND PROGRAM DESCRIPTION**

Saddleback College
Mathematics, Science & Engineering Division

GEOL 170
Geology of National Parks and Monuments
Bryce Canyon, Capital Reef, Arches National Parks
and Zion National Park, Utah
Out-of-State Travel Class

Costs to be paid by Students	
Campsite fees	\$1,000.00
Student Food	\$2,850.00
Total Cost for Group	\$ 3,850.00
TOTAL PER STUDENT (Number of Students Attending 22)	\$ 175.00

The cost per student will be charged as a class fee to each student. If more than 10 students enroll, or if for any other reason there are unexpended funds at the end of the field study, each student will be refunded an amount appropriate. The class can accommodate up to 22 students, Saddleback College instructors and volunteer vehicle drivers.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College and Irvine Valley College: Speakers
ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
2/20/16	Barbara Tamalias/ Child Development Professional Development Conference	Jenny Soto-Banks	Yoga with Children	\$300
11/2/15	Lisa Inlow/FN 246/Pantry	Starr Cornwall	Cheese	\$250
11/30/15	Lisa Inlow/FN 246/Pantry	Nidta Phongcharen	Fruit Carving	\$300

IRVINE VALLEY COLLEGE

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

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Academic Year 2016-2017 Non-Resident Tuition Fees for Foreign & Out-Of-State Students

ACTION: Approval

BACKGROUND

The California Education Code, Section 76140, requires each community college district of the state to establish a non-resident tuition fee no later than February 1 for the succeeding fiscal year. This rate is based on the expense of education per FTES for the previous fiscal year, modified by the projected increase in the U.S. Consumer Price Index for the current year and the year in which the fee will be in effect. The District may also set this fee below the calculated fee, but no less than the statewide average fee, or at a level not to exceed a contiguous district's established fee. The current fiscal year non-resident tuition fee is \$200 per unit.

Pursuant to Education Code Section 76141, a district may also charge nonresident students a capital outlay fee. Revenue derived from this fee shall be expended for purposes of capital outlay, maintenance, and equipment. Any fee charged pursuant to this section is limited by the following: 1) the amount that was expended by the district for capital outlay in the preceding fiscal year divided by the total full-time equivalent students of the district in the preceding year; OR 2) 50% of the 2015-2016 nonresident tuition fee adopted pursuant to EC 76140. The current fiscal year capital outlay fee is \$42 per semester unit.

In addition to the non-resident tuition fee, Chapter 170, Statutes of 1992, also added Education Code Section 76142, which authorized districts to charge non-resident applicants a processing fee not to exceed the lesser of: the actual cost of processing an application and other documentation required by the federal government, OR \$100, which may be deducted from the tuition fee at the time of enrollment. The fee is non-refundable if students fail to enroll subsequent to making an application for enrollment. The current fiscal year application fee is \$54.

STATUS

The District rate for the 2016-2017 academic year may be established under one of seven prescribed options: the statewide average cost; the District average cost; the District average cost with 10% or more noncredit FTES; fee of a contiguous district; a rate that is no more than the District average cost but no less than statewide average cost as shown in EXHIBIT A, Non-Resident Tuition Fee Worksheet; highest years statewide average tuition; and no more than 12 comparable states' average tuition.

The statewide rate, representing the average statewide projected cost of education students is \$211 per semester unit; the calculated District rate is \$188 per semester unit; and the highest years statewide average tuition is \$211. The additional amount for capital outlay that can be levied under ECS 76141 is \$65 per semester unit. The actual document processing application fee has been calculated at \$59 as shown in EXHIBIT A.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt a 2016-2017 non-resident tuition fee of \$211 per semester unit based on the "Statewide average cost" option. It is further recommended to increase the capital outlay fee authorized by ECS 76141 to the calculated \$65 per semester unit rate based on capital outlay and maintenance needs of the colleges, and maintain the current \$54 per semester application fee as authorized by ECS 76142.

California Community Colleges

2016-17 NONRESIDENT FEES WORKSHEET

EXHIBIT A
PAGE 1 OF 3

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 1 THROUGH 7

2016-17 NONRESIDENT TUITION FEE (EC 76140)	(Col. 1) Statewide	(Col. 2) District	(Col. 3) 10% or More Noncredit FTES
A. Expense of Education for Base Year (2014-15 CCFs 311, Expenditures by Activity Report, AC 0100-6700, Cols: 1-3)	\$7,172,481,662	\$160,467,439	\$ _____
B. Annual Attendance FTES (2014-15 Recalc)	<u>1,181,923</u>	<u>29,571</u>	_____
C. Average Expense of Education per FTES (A ÷ B)	<u>\$6,068</u>	<u>\$5,427</u>	\$ _____
D. U.S. Consumer Price Index Factor (2 years)	x <u>1.041</u>	x <u>1.041</u>	x <u>1.041</u>
E. Average Cost per FTES for Tuition Year (C x D)	<u>\$6,316</u>	<u>\$5,650</u>	\$ _____
F. Average Per Unit Nonresident Cost – Semester (Qtr)	<u>\$211</u> (<u>\$141</u>)	<u>\$188</u>	\$ _____
G. Statewide average – Semester (Qtr)	<u>\$211</u> (<u>\$141</u>)	<u>\$211</u>	\$ _____
H. Comparable 12 state average – Semester (Qtr)	<u>\$380</u> (<u>\$253</u>)	<u>\$380</u>	\$ _____

Annual Attendance FTES includes all student contact hours of attendance in credit and noncredit courses for resident students, nonresident students and apprentices; however apprentice hours are divided by 525 to compute an FTES equivalent. Round tuition fee to the nearest dollar.

Column 3 is an option for use by a district with ten percent or more noncredit FTES (*Section 76140(e)(1)(A)*). If your district qualifies, then fill out this column with noncredit FTES and noncredit expense of education data excluded.

NONRESIDENT TUITION FEE CALCULATIONS FOR OPTIONS 6 OR 7

Option 6. The greater amount of the calculations of statewide nonresident tuition for 2011-12 through 2014-15 is \$211 per semester unit or \$141 per quarter unit (2014-15).

Option 7. The average of the nonresident tuition fees of public community colleges in 2014-15 of no less than 12 states comparable to California in cost of living is \$380 per semester unit or \$253 per quarter unit.

Requirement for Use of Option 6 or 7: The additional revenue generated by the increased nonresident tuition permitted under options 6 or 7 shall be used to expand and enhance services to resident students (*EC 76140(e)(2)*). Districts meeting one or more criteria below shall be considered in compliance with the requirements of *EC 76140(e)(2)*. Please check all that apply:

- Revenue from nonresident tuition was less than 5% of total general fund revenue.
- Actual resident FTES was greater than funded resident FTES.
- Percent expenditures for counseling and student services were greater than statewide average (AC 6300 plus 6400 divided by AC 0100-6700, Cols. 1-3).
- Percent expenditures for instructional services were greater than statewide average (AC 0100-5900 divided by AC 0100-6700, Cols. 1-3).

NONRESIDENT CAPITAL OUTLAY FEE (ECS 76141)

The district governing board at its January 25, 2016 meeting adopted a **nonresident tuition fee** of \$ 211 per semester unit.

Basis for adoption is (*place an X in one box only*).

- 1. Statewide average cost, per column 1.
- 2. District average cost, per column 2.
- 3. District average cost with 10% or more noncredit FTES, per column 3.
- 4. Contiguous district. _____ . (*Specify district and its fee*).
- 5. No more than district average cost (Col. 2 or 3); no less than statewide average cost.
- 6. Statewide average cost, from 2014-15 (\$211 per semester unit; \$141 per quarter unit).
- 7. No more than average tuition of 12 states with cost of living comparable to California.

NONRESIDENT CAPITAL OUTLAY FEE (EC 76141)

For districts electing to charge a **capital outlay fee** to **any** nonresident student, please compute this fee as follows:

- a. Capital Outlay expense for 2014-15 \$57,468,508
- b. FTES for 2014-15 29,571
- c. Capital outlay expense per FTES (*line a divided by line b*) \$1,943
- d. Capital Outlay Fee per unit:
 - 1. Per semester unit (*line c divided by 30 units*) \$65

OR

 - 2. Per quarter unit (*line c divided by 45 units*) _____
- e. 2016-17 Nonresident Student Capital Outlay Fee (*the lesser of line d **OR** 50% of adopted 2015-16 Nonresident Tuition Fee*) \$65

The district governing board at its January 25, 2016 meeting adopted a **nonresident capital outlay fee** of \$65 per semester unit.

Upon adoption of nonresident tuition and/or capital outlay fees by your district governing board by February 1, 2016, please submit a copy of this report by February 15, 2016 to:

California Community Colleges Chancellor's Office
Fiscal Services Unit
1102 Q Street, 4th Floor
Sacramento, CA 95811-6549 FAX (916) 323-3057

District **South Orange County Community College District**

Contact Person **Debra Fitzsimons**

Phone Number & email **949-582-4664 / dfitzsimons@socccd.edu**

**2016/17
Capital Outlay Fee Calculation *
E.C.S. 76142**

A. Total Capital Outlay 2014-2015	\$ 57,468,508
B. FTES for 2014-2015	29,571
C. Foreign Student Charge per Academic Year (A / B)	\$ 1,943
D. Calculated 2016/17 Capital Outlay Fee, per unit (C / 30)	\$ 65
E. Capital Outlay Fee, per unit Recommended **	\$ 65

**2016/17
Application Fee Calculation
E.C.S. 76142**

A. Admissions & Records Operating Expense for 2014/15 (per CCFS-311, A.C. 6200)	\$ 3,477,161
B. FTES for 2014-2015	29,571
C. Student cost per academic year (A / B)	\$ 118
D. Calculated 2016/17 Application fee, per semester (C / 2)	\$ 59
E. Application fee, per semester Recommended **	\$ 54

Comparison of Non-Resident Fees

	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>	<u>2016-2017***</u>
Non-Resident Tuition	\$ 190	\$ 193	\$ 200	\$ 211
Capital Outlay Fee	\$ 33	\$ 21	\$ 42	\$ 65
Application Fee	\$ 54	\$ 54	\$ 54	\$ 54

* This portion of the Ed Code was amended by AB 947 (Chapter 377, statutes of 2009) to now charge this capital outlay fee to **ANY** nonresident student - **except** for "AB 540" students, who will continue to be exempt from this fee. AB 947 deleted the condition that a nonresident student capital fee will be charged **only** to nonresidents that were citizens and residents of a foreign country.

*** SUGGESTED 2016/17 FEES

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 16-02 to Amend FY 2015-2016 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 2015-2016 Adopted Budget.

The District is updating the adopted budget with current information as follows:

General Fund

Temporary Assistance for Needy Families (TANF) at Irvine Valley College	\$5,032
CalWORKs at Irvine Valley College	\$23,146
CTE Business Writing (RSCCD) at Saddleback College	\$10,400
Asian American Native American Pacific Islander Serving Institutions at Irvine Valley College	\$1,500,000
CTE Enhancement Fund (Regional) at Irvine Valley College	(\$1)
Student Success & Support Program - Credit at Irvine Valley College	\$440,938
Student Success & Support Program - Credit at Saddleback College	\$628,904
Student Success & Support Program - Non-credit at Saddleback College	\$39,395
Total Increase to the General Fund	<u><u>\$2,647,814</u></u>

Total Budget Amendment	<u><u>\$2,647,814</u></u>
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RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 16-02 to amend the FY 2015-2016 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 16-02

January 25, 2016

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$2,647,814 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2015-2016 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Title 5 of the California Code of Regulations, Section 58308, such excess funds are to be appropriated according to the following schedule:

General Fund

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8100	Federal Revenue	\$1,505,032
8600	State Revenue	\$1,142,782
		<u>\$2,647,814</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$1,250,255
2000	Classified Salaries	\$291,928
3000	Fringe Benefits	\$541,480
4000	Books and Supplies	\$173,307
5000	Other Operating Expenses and Services	\$95,863
6000	Capital Outlay	\$291,823
7000	Other Outgoing	\$3,158
		<u>\$2,647,814</u>

Total Budget Amendment	<u>\$2,647,814</u>
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TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Gifts to the District and Foundations
ACTION: Approval

BACKGROUND

Pursuant to the California Education Code Section 72241 and Board Policy 3300, the Board of Trustees “receives and administers gifts to the District.” The division/school or office within the college receiving the donated item reviews all gifts.

STATUS

The gifts listed on EXHIBIT A have been reviewed by the appropriate district and college officials and have been determined to be of benefit to the receiving location.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept the donation(s) to the District and/or the Foundations listed on EXHIBIT A and further direct that its appreciation be appropriately conveyed to the donor(s).

DONATIONS
January 25, 2016

SADDLEBACK COLLEGE

Gift	Donated By:
High voltage charging station for electric vehicles, high voltage batteries	Karma Automotive
Books and paperbacks	Ana Maria Cobos
Books	Jenny Langrell

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Transfer of Budget Appropriations
ACTION: Ratification

BACKGROUND

Title 5, California Code of Regulations, Section 58199 requires the Board of Trustees to approve, by a two-thirds (2/3) vote of its members, all transfers of funds from its contingency reserve to any expenditure classification, and ratify, by a majority vote, all transfers of funds between expenditure classifications other than that originating from the Contingency Reserve.

STATUS

For the current reporting period ending December 31, 2015 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees ratify the Transfer of Budget Appropriations as detailed in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period 11-25-15 to 12-31-15

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries	\$28,697	
2000	Classified Salaries	\$49,993	
3000	Fringe Benefits		\$8,219
4000	Books and Supplies		\$56,498
5000	Other Operating Expenses & Services	\$40,949	
6000	Capital Outlay		\$64,922
7000	Other Outgo	\$10,000	
Total Transfers - General Fund		\$129,639	\$129,639

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$25,000
5000	Other Operating Expenses & Services		\$61,295
6000	Capital Outlay	\$86,295	
Total Transfers - Capital Outlay Fund		\$86,295	\$86,295

Total Transfers		\$215,934	\$215,934
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TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Purchase Orders and Checks
ACTION: Ratification

BACKGROUND

In accordance with the provisions of Article 4 of Chapter 8 of the California Education Code, commencing with Sections 85230, purchase orders and checks are submitted for ratification by the Board of Trustees.

STATUS

Purchase orders over \$5,000 amounting to \$1,083,895.24 and an additional 309 purchase orders below \$5,000 amounting to \$230,612.32 for a combined total of \$1,314,507.56 are submitted to the Board of Trustees for ratification. The purchase order list is provided in order of supplier (EXHIBIT A), and in order of amount (EXHIBIT B).

The district processed 1,093 checks in the amount of \$18,160,511.97 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 in EXHIBIT A through EXHIBIT C.



South Orange County Community College District

Purchase Order Ratification (Supplier)

November 23, 2015 through January 6, 2016

<u>PO Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P172582	Aardvark Clay and Supplies	Clay, Wax, Feldspar, Brushes, Tool Kits	5,497.24
P172379	AirClean Systems	Biotechnology Safety Equipment	11,315.00
P172331	Apple Computer, Inc.	Mac Pros for Marketing Department	52,430.24
P172453	Association of Community College Trustees	Institutional Membership	7,638.00
P172429	B & H Photo	Cameras	13,123.90
P172216	B & H Photo	Camera and Lighting Equipment	6,914.24
P172474	Bio-Rad Laboratories, Inc.	Biotechnology Equipment for IVC	105,541.83
P172297	California Stage/Lighting, Inc.	PAC Lighting Equipment	25,888.87
P172475	CDW Government, Inc.	Cisco AP Licenses	13,817.29
P172233	CDW Government, Inc.	HP Desktops for Vet Center	8,164.80
P172232	CDW Government, Inc.	AV Equipment for Kaplan Conversion Rooms	7,842.69
P172272	CDW Government, Inc.	HD Interactive Screen for Marketing	7,224.71
P172330	CI Solutions	Ribbons for ID Machine	5,589.40
P172306	Collegesource, Inc.	CollegeSource TES Campus Access Subscription	6,251.00
P172463	Denco Sales Company, Inc.	Sublimation Printer	30,663.26
P172282	Dept Industrial Relations	Assessment Fee FY 2015-2016 Workers' Comp	15,533.32
P172362	Diversified Business Services	Student Equity Outreach Materials	10,031.19
P172385	Fisher Scientific	Biotechnology Supplies	6,012.38
P172308	Fisher Scientific	Biotechnology Equipment	5,832.00
P172543	G/M Business Interiors	Chairs for Village 5-08 & Village 5-07	10,266.68
P172391	IVC Foundation	Scholarships for ProIVC Match	33,764.53
P172363	Kirksey & Co Inc.	Office furniture for Trustee Office	17,619.14
P172491	Nike Usa, Inc.	Golf Supplies	5,441.64
P172433	Postmaster	Postage for Spring 2016 Gaucho Guide.	22,568.32
P172450	Queen Beach Printers, Inc.	Saddleback College Fine Arts Mailer	5,801.59
P172607	Resilient Communications Inc.	Hardware Items for Network Refresh Project	68,547.92
P172307	Saddleback College Foundation	Scholarship Match	40,000.00
P172434	Sartorius Stedim North America Inc.	Bioreactor	20,602.00
P172294	Shure Manufacturing Corporation	Teardown Benches	14,417.80
P172547	Smartdesks	Desks for IMac computers in Vill 5-07.	14,337.76
P172339	SOCCCD Workers Compensation	Reimburse Workers' Comp Claims FY 2015-2016	80,000.00
P172560	Southwest Offset Printing Company	Printing of 2016 Community Education Guides	56,141.48
P172182	Spectrum Industries, Inc.	Lectern for Kaplan Conversion Rooms	15,947.28
P172377	Switch Vehicles, Inc.	AC/DC for CTE Grant	57,977.64
P172375	Switch Vehicles, Inc.	Training Workshop	12,500.00
P172284	Systems Source, Inc.	Furniture for TAS Swing Space Project	81,078.47
P172268	Systems Source, Inc.	Office Furniture System for SC Financial Aid Office	22,780.27
P172488	Turning Technologies, LLC	Student Feedback Instant Survey Tool	8,997.92
P172293	Uline, Inc.	Storage Cabinets	20,770.19
P172212	Video Insight, Inc.	Video Hardware for Campus Police	26,827.81
P172446	Video Insight, Inc.	Outdoor Video Cameras for Sciences Building	13,109.57
P172452	Vmi Broadcast & Professional Video	Panasonic HD/4K Cameras	9,086.20
P172291	W. W. Grainger	Storage Cabinets	11,780.39
P172238	Xerox Corporation	Xerox V80B Color Copier for Duplicating Center	48,243.60
P172303	Xerox Corporation	Maintenance for IVC Duplicating Center Copier	13,392.00
P172548	Xerox Corporation	Xerox Copier for Transfer Center	6,583.68

Total for Purchase Orders Over \$5,000 1,083,895.24

309 Purchase Orders Under \$5,000 230,612.32

TOTAL PURCHASE ORDERS \$ 1,314,507.56



South Orange County Community College District

Purchase Order Ratification (Amount)

November 23, 2015 through January 6, 2016

<u>PO Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P172474	Bio-Rad Laboratories, Inc.	Biotechnology Equipment for IVC	105,541.83
P172284	Systems Source, Inc.	Furniture for TAS Swing Space Project	81,078.47
P172339	SOCCCD Workers Compensation	Reimburse Workers' Comp Claims FY 2015-2016	80,000.00
P172607	Resilient Communications Inc.	Hardware Items for Network Refresh Project	68,547.92
P172377	Switch Vehicles, Inc.	AC/DC for CTE Grant	57,977.64
P172560	Southwest Offset Printing Company	Printing of 2016 Community Education Guides	56,141.48
P172331	Apple Computer, Inc.	Mac Pros for Marketing Department	52,430.24
P172238	Xerox Corporation	Xerox V80B Color Copier for Duplicating Center	48,243.60
P172307	Saddleback College Foundation	Scholarship Match	40,000.00
P172391	IVC Foundation	Scholarships for ProIVC Match	33,764.53
P172463	Denco Sales Company, Inc.	Sublimation Printer	30,663.26
P172212	Video Insight, Inc.	Video Hardware for Campus Police	26,827.81
P172297	California Stage/Lighting, Inc.	PAC Lighting Equipment	25,888.87
P172268	Systems Source, Inc.	Office Furniture System for SC Financial Aid Office	22,780.27
P172433	Postmaster	Postage for Spring 2016 Gaucho Guide.	22,568.32
P172293	Uline, Inc.	Storage Cabinets	20,770.19
P172434	Sartorius Stedim North America Inc.	Bioreactor	20,602.00
P172363	Kirksey & Co Inc.	Office furniture for Trustee Office	17,619.14
P172182	Spectrum Industries, Inc.	Lectern for Kaplan Conversion Rooms	15,947.28
P172282	Dept Industrial Relations	Assessment Fee FY 2015-2016 Workers' Comp	15,533.32
P172294	Shure Manufacturing Corporation	Teardown Benches	14,417.80
P172547	Smartdesks	Desks for IMac computers in Vill 5-07.	14,337.76
P172475	CDW Government, Inc.	Cisco AP Licenses	13,817.29
P172303	Xerox Corporation	Maintenance for IVC Duplicating Center Copier	13,392.00
P172429	B & H Photo	Cameras	13,123.90
P172446	Video Insight, Inc.	Outdoor Video Cameras for Sciences Building	13,109.57
P172375	Switch Vehicles, Inc.	Training Workshop	12,500.00
P172291	W. W. Grainger	Storage Cabinets	11,780.39
P172379	AirClean Systems	Biotechnology Safety Equipment	11,315.00
P172543	G/M Business Interiors	Chairs for Village 5-08 & Village 5-07	10,266.68
P172362	Diversified Business Services	Student Equity Outreach Materials	10,031.19
P172452	Vmi Broadcast & Professional Video	Panasonic HD/4K Cameras	9,086.20
P172488	Turning Technologies, LLC	Student Feedback Instant Survey Tool	8,997.92
P172233	CDW Government, Inc.	HP Desktops for Vet Center	8,164.80
P172232	CDW Government, Inc.	AV Equipment for Kaplan Conversion Rooms	7,842.69
P172453	Association of Community College Trustees	Institutional Membership	7,638.00
P172272	CDW Government, Inc.	HD Interactive Screen for Marketing	7,224.71
P172216	B & H Photo	Camera and Lighting Equipment	6,914.24
P172548	Xerox Corporation	Xerox Copier for Transfer Center	6,583.68
P172306	Collegesource, Inc.	CollegeSource TES Campus Access Subscription	6,251.00
P172385	Fisher Scientific	Biotechnology Supplies	6,012.38
P172308	Fisher Scientific	Biotechnology Equipment	5,832.00
P172450	Queen Beach Printers, Inc.	Saddleback College Fine Arts Mailer	5,801.59
P172330	CI Solutions	Ribbons for ID Machine	5,589.40
P172582	Aardvark Clay and Supplies	Clay, Wax, Feldspar, Brushes, Tool Kits	5,497.24
P172491	Nike Usa, Inc.	Golf Supplies	5,441.64

Total for Purchase Orders Over \$5,000 1,083,895.24

309 Purchase Orders Under \$5,000 230,612.32

TOTAL PURCHASE ORDERS \$ 1,314,507.56



South Orange County Community College District

EXHIBIT C
Page 1 of 1

Check Ratification

November 23, 2015 through January 6, 2016

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
General Fund	859	10,614,557.89
SC Community Education	49	131,707.43
IVC Community Education	4	6,521.68
Child Development Fund	13	99,631.22
Capital Outlay Fund	120	6,858,884.49
Insurance Fund	5	47,490.08
Retiree Benefit Fund	4	361,676.86
SC Associated Student Government	8	14,841.04
IVC Associated Student Government	31	25,201.28
Total Checks	1,093	\$18,160,511.97

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: December 2015 Change Orders / Amendments

ACTION: Ratification

BACKGROUND

On October 26, 2015, the board authorized the Chancellor/designee to execute change orders/amendments up to \$100,000 for board ratification. During December 2015, the following change orders/amendments were reviewed and approved by the Vice Chancellor of Business Services, following review by legal counsel, when appropriate.

Exhibit	Contractor Name / Description	Change Order Amount	Revised Total Contract Amount
A	<u>Solpac Construction, Inc. (dba Soltek Pacific Construction Company)</u> Saddleback College TAS Swing Space project Change Order No. 4 – For project additions and deletions by general contractor. SOCCCD	\$35,676.00	\$7,101,373.00
B	<u>Dougherty + Dougherty Architects, LLP</u> Saddleback College Sciences Building Project Change Order No. 5 – For increased services to include additional engineering services. SOCCCD	\$36,132.00	2,727,779.50
C	<u>R2A Architecture</u> Saddleback College TAS Swing Space project Amendment No. 10 – For additional architectural/engineering services to facilitate project completion services. SOCCCD	\$60,000.00	\$823,468.00

Exhibit	Contractor Name / Description	Change Order Amount	Revised Total Contract Amount
D	<u>Blue Coast Consulting</u> Saddleback College TAS Swing Space project Amendment No. 1 – For an extension of DSA inspection services through February 28, 2016. <div style="text-align: right;">SOCCCD</div>	\$12,000.00	\$157,145.00
E	<u>Strata Information Group</u> Business Process Change Management and Project Management Services for the HR/Financial Software System project Amendment No. 1 – For increase of project service hours through June 30, 2016.	\$100,000.00	\$600,000.00

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
TAS Swing Space Project at Saddleback College
Board Change Order No. 4
January 25, 2016

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved CORs	BCO NO. 4 COR Total	REVISED CONTRACT AMOUNT
2022	General Contractor	Solpac Construction, Inc. (dba Soltek Pacific Construction Company)		\$6,817,083	\$248,614	\$35,676	\$7,101,373
		2424 Congress St. 200 San Diego, Ca. 92110	TOTAL	\$6,817,083	0		\$7,101,373

PCO No.	Date	Field Order (FO) Description	Requested	Status	Amount	Added Days
37	10/14/15	PCO.65A-Delete Fiber	District	Approved	(16,730.00)	0
38	11/12/15	PCO.50r1-Cable changes, Vil 20, 21	District	Approved	(5,939.00)	0
40	11/13/15	PCO.63A-Wood fiber vs. dens glass	Contractor	Approved	(1,178.00)	0
41	11/04/15	PCO.37r2-Epoxy floor at auto	District	Approved	21,904.00	0
42	11/04/15	PCO.72-Fiber flex patch panels	District	Approved	2,121.00	0
43	11/13/15	PCO.80-Enlarge door at Vil 4	District	Approved	6,572.00	0
47	12/15/15	PCO.47r3-Hot tap into gas	Unforeseen	Approved	4,694.00	0
50	12/15/15	PCO.70 - Vil 4 revise UG utility	Unforeseen	Approved	3,058.00	0
51	12/15/15	PCO.71-Move eyewash in Vil 31	District	Approved	273.00	0
53	12/15/15	PCO.76-Repair Vil 4 duct damage	Unforeseen	Approved	192.00	0
54	12/15/15	PCO.78- Vil 4 revise UG at footing	Unforeseen	Approved	1,728.00	0
56	12/15/15	PCO.86-Upgrade wainscot	District	Approved	1,309.00	0
57	12/17/15	PCO.95r1-Vil 3 telephone box	District	Approved	2,997.00	0
58	12/17/15	PCO 98-Elect mods, charging stations	District	Approved	5,718.00	0
59	12/17/15	PCO.99-Vil 31 change reels	District	Approved	5,054.00	0
60	12/17/15	PCO.100-Elect mods, hot tank room	District	Approved	849.00	0
64	12/18/15	PCO.69-Vil 7 elect mods	District	Approved	(545.00)	0
66	12/18/15	PCO.75b-Replace curb in S/E lot 1	District	Approved	3,599.00	0
68	12/18/15	PCO.84-Alt install of drywell	Contractor	Approved	0.00	0
		Total			\$35,676	0

**AMENDMENT NO. 5
TO ARCHITECTURAL SERVICES AGREEMENT
SCIENCES BUILDING
SADDLEBACK COLLEGE**

January 25, 2016

THIS AMENDMENT shall modify the original agreement dated March 1, 2011, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and **DOUGHERTY + DOUGHERTY ARCHITECTS, LLP**, 3194 Airport Loop Road, Costa Mesa CA, 92626, hereinafter referred to as "CONSULTANT."

WHEREAS, Article 10.15, of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article 8, establishes the compensation of the agreement at \$2,604,000.00; and

WHEREAS, the scope of services has been increased to include additional engineering services for card key access at all doors, revise Audio/Visual system and bio safety cabinet exhaust; and

NOW, THEREFORE, the Parties agree to modify the original agreement as follows:

1. Article 8, of the agreement shall be modified as follows: "The DISTRICT" shall compensate the "CONSULTANT" for services described in the original agreement and services required to include additional engineering services and as follows:

Original Contract Amount:	2,604,000.00
Amendment No. 1:	17,000.00
Amendment No. 2:	27,500.00
Amendment No. 3:	16,500.00
Amendment No. 4:	35,932.00
Amendment No. 5:	<u>36,132.00</u>
Total Contract Amount:	<u>\$2,727,779.50</u>

IN WITNESS HEREOF, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
Dougherty + Dougherty Architects, LLP

By: _____
Dr. Debra L. Fitzsimons,
Vice Chancellor, Business Services

By: _____
Consultant's Signature

Printed Name

Title

Date: _____

Date: _____

**AMENDMENT No. 10
TO ARCHITECTURAL SERVICES AGREEMENT
FOR
TECHNOLOGY & APPLIED SCIENCES BUILDING SWING SPACE PROJECT
SADDLEBACK COLLEGE**

December 22, 2015

THIS AMENDMENT shall modify the original agreement dated May 16, 2012, by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and R2A Architecture, 2900 Bristol St., Suite E-205, Costa Mesa, California, 92626, hereinafter referred to as "CONSULTANT".

WHEREAS, Article X, paragraph 15 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article VIII, paragraph 1, establishes the compensation of the agreement at \$460,000 with a reimbursable allowance of \$25,000; and

WHEREAS, the scope of services has increased on the TAS Swing Space project by \$60,000 for additional architectural/engineering services to facilitate project completion issues; and

WHEREAS, Article III, paragraph 2 establishes that the contract amount for additional services may be adjusted by mutual written agreement; and

NOW, THEREFORE, the Parties agree to modify the original agreement as follows:

Original Contract Amount:	\$485,000.00
Amendment No. 1	\$ 46,000.00
Amendment No. 2	\$163,420.00
Amendment No. 3	\$ 28,800.00
Amendment No. 4	\$ 6,170.00
Amendment No. 5	\$ 10,000.00
Amendment No. 6	\$ 7,890.00
Amendment No. 7	\$ 3,838.00
Amendment No. 8	\$ 2,350.00
Amendment No. 9	\$ 10,000.00
Amendment No. 10	<u>\$ 60,000.00</u>
Revised Contract Amount:	\$823,468.00

IN WITNESS HEREOF, the Parties have executed this Amendment No. 10 as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
R2A Architecture

By: _____
Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

By: _____
Etienne Runge
CEO



Date: _____

Date: 12.22.15

**AMENDMENT NO. 1
TO DSA INSPECTION SERVICES AGREEMENT
FOR
TECHNOLOGY AND APPLIED SCIENCE SWING SPACE PROJECT
SADDLEBACK COLLEGE**

January 08, 2016

THIS AMENDMENT shall modify the original agreement dated February 23, 2015 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and Blue Coast Consulting, 2658 Del Mar Heights Road, Suite 516, Del Mar CA, 92014, hereinafter referred to as "CONSULTANT."

WHEREAS, Article III, paragraph 2 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article IV, paragraph 2 establishes the term of the agreement at 11 months ending at January 31, 2016; and

WHEREAS, Article VI, paragraph 1 establishes the compensation of the agreement at \$145,145; and

WHEREAS, the scope of services has increased on the TAS Swing Space project by one month to ensure conformance with DSA requirements; and

NOW, THEREFORE, the Parties agree to modify the original agreement as follows:

PROVIDE SUPPLEMENTAL DSA INSPECTION SERVICES for an additional month for a contract term of 12 months ending February 28, 2016.

Original Contract Amount	\$145,145
Amendment No. 1	<u>\$ 12,000</u>
Total Contract Amount:	<u>\$157,145</u>

IN WITNESS HEREOF, the Parties have executed this Amendment No. 1 as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
Blue Coast Consulting.

By: _____
Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

By: _____
Jason Maletic
President

Date: _____

Date: _____

**AMENDMENT No. 1
TO THE CONSULTANT AGREEMENT – STRATA INFORMATION GROUP –
BUSINESS PROCESS CHANGE MANAGEMENT AND PROJECT
MANAGEMENT SERVICES FOR THE HR/FINANCIAL SOFTWARE SYSTEM
PROJECT AT SOUTH ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT**

THIS AMENDMENT shall modify the original agreement, dated May 5, 2014, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as “DISTRICT,” and Strata Information Group, 3935 Harney Street, Ste. 203, San Diego, CA 92110 (619) 296-0170 hereinafter referred to as “CONSULTANT.”

WHEREAS, Article XVII of the original agreement provides that said agreement may be amended by mutual consent of the parties by written modification only; and

NOW, THEREFORE, the parties agree as follows:

1. COMPENSATION.

The COMPENSATION of the agreement in the original amount of Five Hundred Thousand and no/100 Dollars (\$500,000) is increased by One Hundred Thousand and no/100 Dollars (\$100,000) to a total of Six Hundred Thousand and no/100 Dollars (\$600,000), under the same terms and conditions of the original agreement.

2. No other changes are applicable to the terms and conditions of this agreement.

IN WITNESS HEREOF, the Parties have executed this Amendment as of the date set forth above.

“DISTRICT”
South Orange County Community College District

“CONSULTANT”
Strata Information Group

By: _____
Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

By: _____
Henry A. Eimstad

Title: President

Date: _____

Date: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: November / December 2015 Contracts

ACTION: Ratification

BACKGROUND

On January 16, 2007, the board authorized the Chancellor/designee to approve individual business contracts up to a maximum limit of \$100,000, with the following exceptions: contracts involving bid limits, the Chancellor/designee shall be limited to less than \$15,000 for public works projects and \$86,000 for equipment, supplies and maintenance projects. During October 2015, the following contracts were reviewed and approved by the Vice Chancellor of Business Services, following review by legal counsel, when appropriate.

CONTRACTOR NAME

CONTRACT AMOUNT

<u>Brilliant Energy Solutions</u> Amendment No. 1- To provide additional funding of \$10,000, to cover all travel and related expenses as written in the original contract for a new contract total of \$145,020. Irvine Valley College	\$145,020.00
<u>Penn Corporate Relocation Services</u> Services Agreement- For relocation services of the ATAS (Technology and Applied Sciences) building. Saddleback College	\$85,000.00
<u>Good Times Travel</u> Amendment No. 2- To extend the educational services agreement terms from December 31, 2015 to May 31, 2016 with no increase to total contract amount of \$84,300. Saddleback College	\$84,300.00
<u>OPTIV Security</u> Software Maintenance Agreement- For maintenance renewal of Palo Alto Network, a network security software that provides advanced firewalls w/security features. District Services	\$78,285.84

<u>Western Graphic Plus</u> Amendment No. 2- To provide additional funding of \$20,000, to reflect a new performance period, September 1, 2015 through June 30, 2016, for a new contract total of \$60,000 Irvine Valley College	\$60,000.00
<u>Code Ninja</u> Independent Contractor Agreement- For consultant work on MySite 3.0, Student Success Dashboard and Online Schedule Upgrade projects. District Services	\$57,000.00
<u>Digital Networks Group, Inc.</u> Software Maintenance Agreement- For media installation for converting Kaplan classroom upgrades. Irvine Valley College	\$54,403.81
<u>One Zero Digital Media</u> Amendment No. 1- To provide additional funding of \$35,000, to compensate for additional video production services for a new contract total of \$42,000, and to extend the performance period until June 30, 2016. Saddleback College	\$42,000.00
<u>AV Planners, Inc.</u> Independent Contractor Agreement- For audio visual system design, consulting, integration and services. District Services	\$40,500.00
<u>AG Construction and Contracting Inc.</u> Construction Agreement- For demolition of interiors of portable modular units. Irvine Valley College	\$39,818.00
<u>DSE Architecture, Inc.</u> Amendment No. 2- To provide additional funding of \$10,000, to upgrade facility design for a new contract total of \$39,280. Saddleback College	\$39,280.00
<u>United Inspection & Testing</u> Consultant Agreement- For geotechnical consultant services for Site Improvements and Athletics Stadium Design-Build project. Saddleback College	\$37,590.00
<u>Culinary Cooking Kids, LLC</u> Amendment No. 1- To provide additional funding of \$35,000, to provide additional programs for a new contract total of \$37,080. Saddleback College	\$37,080.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Meridian IT</u> Software Support Agreement- For hardware upgrade, license and software system support. District Services	\$36,706.58
<u>IBI Group</u> Architecture Agreement- For professional architectural services for the Health Services-Concessions project. Irvine Valley College	\$36,542.00
<u>The College Board</u> Software License and Maintenance Agreement - For annual software license and maintenance fees, PowerFAIDS, which automates the financial aid process. Saddleback College	\$35,670.04
<u>Synergy Software Solutions</u> Independent Contractor Agreement- To perform software development services for Student Information System (SIS) module for the Health Information Technology (HIT) Program. District Services	\$33,600.00
<u>US DataTrust/VaultLogix</u> Software Support Agreement- For six (6) months renewal of internet vault live back-up services. District Services	\$30,000.00
<u>Parsons Brinckerhoff Inc.</u> Amendment No. 1- To provide additional funding of \$7,626, due to the extended construction schedule for a new contract total of \$26,376. Saddleback College	\$26,376.00
<u>Three Little Chefs, LLC-Lil' Chef School</u> Amendment No. 1- To provide additional funding of \$19,600, to provide additional programs for a new contract total of \$22,000. Saddleback College	\$22,000.00
<u>IBI Group</u> Architectural Agreement- For monument sign replacement services. Irvine Valley College	\$22,000.00
<u>IBI Group</u> Architectural Agreement- For Child Development Center (CDC) playground and shade structures project. Irvine Valley College	\$21,000.00
<u>Shamrock Solutions LLC</u> Software Support Agreement- For professional services to assist with the upgrades on the latest version of ImageNow, a document imaging software. District Services	\$20,000.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>dataBridge</u> Consulting Agreement- For professional consulting services to design and develop a new intranet using the SharePoint 2013 Enterprise. District Services	\$19,400.00
<u>tBP/Architecture</u> Architectural Agreement- For sand volleyball court expansion services. Irvine Valley College.	\$16,000.00
<u>Vital Link Orange County</u> Independent Contractor Agreement- For providing consulting services for outreach activities in connection with Deputy Sector Navigator Initiative for Energy in Orange County. Irvine Valley College	\$15,800.00
<u>Capistrano Unified School District</u> Grant Agreement- For Adult Education Consortium Planning, Capistrano Unified School District will provide various programs during the term October 29-December 10, 2015, to support the state approved plan for serving adult students. Irvine Valley College	\$15,296.69
<u>Irvine Unified School District</u> Grant Agreement- For Adult Education Consortium Planning, Irvine Unified School District will provide various programs during the term October 29-December 10, 2015, to support the state approved plan for serving adult students. Irvine Valley College	\$15,269.69
<u>Laguna Beach Unified School District</u> Grant Agreement- For Adult Education Consortium Planning, Laguna Beach Unified School District will provide various programs during the term October 29-December 10, 2015, to support the state approved plan for serving adult students. Irvine Valley College	\$15,269.69
<u>Tustin Unified School District</u> Grant Agreement- For Adult Education Consortium Planning, Tustin Unified School District will provide various programs during the term October 29-December 10, 2015, to support the state approved plan for serving adult students. Irvine Valley College	\$15,269.69
<u>Brain Builders Educational Programs</u> Educational Services Agreement- For community education classes presented by Brain Builders for College for Kids. Saddleback College	\$15,000.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>BlackBaud</u> Software Subscription Agreement- For fundraising development software subscriptions. Irvine Valley College Foundation	\$14,994.00
<u>Young Rembrandts</u> Amendment No. 1- To provide additional funding of \$12,000, to provide additional art related programs for a new contract total of \$14,160. Saddleback College	\$14,160.00
<u>Augusoft, Inc.</u> Software License Agreement- To renew subscription of the software program, Lumens, used to manage instructor and student services at ATEP site. Irvine Valley College	\$13,900.00
<u>The Nossovitch Group</u> Consulting Agreement- For a half-day team coaching on January 22, 2016 and a full-day group training with management on January 29, 2016 for Leadership Development Programs. Saddleback College	\$11,300.00
<u>University of California, Irvine- Calit 2</u> Independent Contractor Agreement- For services regarding coordination and catering for an event titled "Bits, Bytes and Business" on December 1, 2015. Irvine Valley College	\$10,326.00
<u>Bricks 4 Kidz, ALC Enterprises</u> Education Services Agreement- For community education classes presented by Bricks 4 Kidz, for College for Kids. Saddleback College	\$10,200.00
<u>Leona Joyce Arnston</u> Independent Contractor Agreement- For consultant services for Adult Education Planning Consortium development. Irvine Valley College	\$9,586.00
<u>Veolia Energy</u> Independent Contractor Agreement- For preparing annual air emissions report. Saddleback College	\$9,500.00
<u>ThreeForks, Inc.</u> Consulting Agreement- For education information technology consulting services on Cal Grant data management and training solutions. Saddleback College	\$7,200.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Lynn McQuown</u> Amendment No. 2- To provide additional funding of \$1,850, to include additional show design for Charlie Brown Christmas for a new contract total of \$6,850. Saddleback College	\$6,850.00
<u>VenTek International</u> Software Agreement- For the subscription term of two (2) years parking permit kiosks to ensure secure management of credit/debit payment communication, processing and reporting. Irvine Valley College	\$6,810.00
<u>Visionstrike</u> Educational Services Agreement- For community education presenter who will offer courses in the area of health and fitness FY 2015-2016.. Irvine Valley College	\$6,250.00
<u>American Institute of Massage Therapy</u> Independent Contractor Agreement- For massage therapy for IVC campus events. Irvine Valley College - ASIVC	\$6,000.00
<u>Kaylaa Fox</u> Amendment No. 1- To provide additional funding of \$4,285 to provide additional dance classes for a new contract total of \$6,000. Saddleback College	\$6,000.00
<u>ReadSpeaker</u> Software License Agreement- For one year license agreement for Blackboard plug-in to be used by faculty when teaching online courses. District Services	\$6,000.00
<u>Ecological Fertigation Inc.</u> Change Order No. 1- To provide additional funding of \$705 to cover fertilizer services for FY 2014-2015 for a new contract total of \$5,250. Irvine Valley College	\$5,250.00
<u>OneOC</u> Independent Contractor Agreement- For sponsorship services and venue rental for OC Pathways Showcase on December 2, 2015. Irvine Valley College	\$5,000.00
<u>New Vision Construction</u> Construction Agreement- For bleacher repair services at softball field. Saddleback College	\$4,926.25

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Todd Robinson, Todd's Inspection & Testing</u> Independent Contractor Agreement- For art mural mounting bracket services for library. Irvine Valley College	\$4,850.00
<u>Weatherproofing Technologies, Inc.</u> Construction Agreement- For roof repairs in Child Development Center and Student Services Center. Irvine Valley College	\$4,810.00
<u>IBI Group</u> Architectural Agreement- For classroom B230 renovation services. Irvine Valley College	\$4,750.00
<u>Creative Edge Amusement dba Premiere inflatables</u> Independent Contractor Agreement- For inflatables and equipment rental during student finals week. Irvine Valley College - ASIVC	\$4,745.00
<u>Xin Yi Language Institute</u> Education Services Agreement- For community education classes presented by Xin Yi Language Institute, for College for Kids. Saddleback College	\$4,620.00
<u>Mark IV Communications</u> Independent Contractor Agreement- For cable installation services. Irvine Valley College	\$4,500.00
<u>Rancho Santiago Community College District</u> Independent Contractor Agreement- For the annual Orange County Regional Counselor's Workshop on October 6, 2015 at the Irvine Marriott. Irvine Valley College	\$4,000.00
<u>Penn Corporation Relocation Services</u> Independent Contractor Agreement- For relocating services for Workday training center to off-site facility. District Services	\$3,889.90
<u>Payphone Station, Innovations</u> Amendment No. 3- To extend the payphone agreement terms from June 30, 2013 to June 30, 2016 for the total annual amount of \$3,600. District Services	\$3,600.00
<u>Sahel Yoga, LLC</u> Education Services Agreement- For community education classes presented by Sahel Yoga, LLC, for College for Kids. Saddleback College	\$3,600.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Aramark Uniform Services</u> Independent Contractor Agreement- For renting and supplying shop towels for transportation services. Saddleback College	\$3,500.00
<u>Newport Subacute Healthcare Center</u> Contract Instruction Agreement- For providing medical skills training to the employees of Newport Subacute Healthcare Center. Saddleback College	\$3,360.00 (revenue)
<u>AG Construction & Contracting</u> Service Agreement- For removal and replacement of Performing Arts Center (PAC) compressor. Irvine Valley College	\$2,486.00
<u>Orange County United Way</u> Grant Agreement- To offer a paid internship to two (2) students for the 2016 tax filing season to serve as assistant coordinators at OCUW sites throughout Orange County. Irvine Valley College	\$2,400.00 (revenue)
<u>North State Environmental</u> Independent Contractor Agreement- For disposal handling of environmental waste. Irvine Valley College	\$2,332.00
<u>Cal Building Systems-</u> Independent Contractor Agreement- For fire safety device replacements in restrooms. Irvine Valley College	\$2,273.00
<u>Andrea Gonzales</u> Independent Contractor Agreement- For score table duties for men's and women's basketball games. Irvine Valley College	\$1,800.00
<u>Forensic Analytical Consulting Services</u> Independent Contractor Agreement- For conducting a site visit for environmental testing. District Services	\$1,800.00
<u>Penny Goodrich</u> Independent Contractor Agreement- For score table duties for men's and women's basketball games. Irvine Valley College	\$1,800.00
<u>Segura Associates, Inc.</u> Architectural Agreement- For architectural landscape services at Central Plant. Saddleback College	\$1,700.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>NetSupport Incorporated</u> Software License and Maintenance Agreement- For software which allows instructors to monitor computer activity in the classroom. Saddleback College	\$1,665.00
<u>South Coast Fire Protection</u> Independent Contractor Agreement- For repair services for backflow devices. Irvine Valley College	\$1,538.00
<u>NetSupport Incorporated</u> Software License Agreement- For purchasing 50 additional licenses of software which allows instructors to monitor computer activity in the classroom. Irvine Valley College	\$1,273.30
<u>Terri Manning</u> Independent Contractor Agreement- For guest speaker during IVC president's opening session flex week. Irvine Valley College	\$1,200.00
<u>Care Ambulance Service</u> Independent Contractor Agreement- To provide ambulance transportation services at Saddleback College Athletic Events. Saddleback College	\$1,000.00
<u>Mark IV Communication, Inc.</u> Independent Contractor Agreement- For cable relocating services for language acquisition department. Irvine Valley College	\$1,000.00
<u>Mark IV Communication, Inc.</u> Independent Contractor Agreement- For new cable installation in A105. Irvine Valley College	\$1,000.00
<u>South Coast Fire Protection</u> Independent Contractor Agreement- For removing and capping sprinkler heads in building B230 / B232. Irvine Valley College	\$991.20
<u>John Zavala</u> Independent Contractor Agreement- For guest artist, trombonist, for the performance-Hairspray. Irvine Valley College	\$960.00
<u>Christopher M. Canada</u> Independent Contractor Agreement- For photographer for edited digital photographs of Theatre Arts Production FY 2015-2016. Saddleback College	\$900.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Card Integrators Corporation dba CI Solutions</u> Services Agreement- For renewal of district's ID card printer maintenance. District Services	\$781.30
<u>Clip Interpreting</u> Independent Contractor Agreement- For American sign language Interpreter services. District Services	\$700.00
<u>Maya Horikawa</u> Independent Contractor Agreement- For guest artist, violinist, for the orchestra-Feast of Lights 2015 on December 4-6, 2015. Saddleback College Foundation	\$680.00
<u>Kent Helwig</u> Independent Contractor Agreement- For providing keyboard and arrangements for IVC Holiday Party on December 9, 2015. Irvine Valley College	\$500.00
<u>Ovanes Arakelyan</u> Independent Contractor Agreement- For a composer for a piano recital on December 9, 2015. Saddleback College Foundation	\$500.00
<u>Cal Building Systems</u> Independent Contractor Agreement- For ATEP fire safety device replacement. Irvine Valley College	\$479.00
<u>Nub Games, Inc.</u> Software License Agreement- For use of software that provides online reference chat window for college library webpage. Saddleback College	\$450.00
<u>Pacific Coast Entertainment</u> Independent Contractor Agreement- For training on new PAC light board systems. Irvine Valley College	\$432.00
<u>Andrew Van Vlear</u> Independent Contractor Agreement- For guest artist, pianist, for IVC Dance Perspective Fall 2015 performance. Irvine Valley College	\$400.00
<u>Bassem Wahbi</u> Independent Contractor Agreement- For videography and audio recording services for guest artist concert on August 29, 2015. Irvine Valley College	\$300.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Kelly Jones</u> Independent Contractor Agreement-For emcee performance at the Saddleback Stars Event on March 3, 2016 in the McKinney Theater. Saddleback College Foundation	\$300.00
<u>Lisa Cherry</u> Independent Contractor Agreement- For guest artist, horn player, for the orchestra-Wind Ensemble on October 9, 2015. Saddleback College Foundation	\$255.00
<u>Lisa Cherry</u> Independent Contractor Agreement- For guest artist, horn player, for the orchestra-Wind Ensemble on December 10, 2015. Saddleback College Foundation	\$255.00
<u>Mina Perry</u> Independent Contractor Agreement- For Master Piano Class on December 10, 2015 Irvine Valley College	\$250.00
<u>Kenton Klingbell</u> Independent Contractor Agreement- For guest artist, trombonist, for the orchestra-Feast of Lights on December 4 thru 6, 2015. Saddleback College Foundation	\$250.00
<u>Kevin R. Hicks</u> Independent Contractor Agreement- For guest artist, trombonist, to perform with the McKinney Big Band Christmas Concert on December 12, 2015. Saddleback College Foundation	\$200.00
<u>Linda Linnebach</u> Independent Contractor Agreement- For adjudicator for Fine Arts & Media Technology Department of Music Concerto Competition 2015-2016 on December 12, 2015. Saddleback College Foundation	\$180.00
<u>Wein-Chi Huang</u> Independent Contractor Agreement- For adjudicator for Fine Arts & Media Technology Department of Music Concerto Competition 2015-2016 on December 12, 2015. Saddleback College Foundation	\$180.00
<u>Card Integrators Corporation dba CI Solutions</u> Independent Contractor Agreement- For tech support, repair and installation of ID card issuance software program. Irvine Valley College	\$175.00

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor, Business Services*

<u>Ryan Dragon</u> Independent Contractor Agreement- For guest artist to perform in the Laguna Woods Holiday Big Band Christmas Concert on December 18, 2015. Saddleback College Foundation	\$150.00
<u>Spencer Wiles</u> Independent Contractor Agreement- For guest artist, alto sax player, for the orchestra-Jazz Ensemble on November 30, 2015. Saddleback College Foundation	\$150.00
<u>David Mills</u> Independent Contractor Agreement- For guest speaker for Dorothy Marie Lowry Distinguished Guest Lecture Series. Saddleback College	\$100.00
<u>Bradman University</u> Education Fieldwork Site Agreement- For observations and collaborations of the student fieldwork experience at the Fieldwork Site, Child Development Center. Saddleback College	\$0.00
<u>City of Laguna Beach</u> Independent Contractor Agreement- For providing link to Irvine Valley College's registration website on the city's website for recreational / educational activities. Irvine Valley College	\$0.00
<u>Disneyland Destinations, LLC</u> Amendment No. 1- For revisions on the term, condition of sales and promotion of Disney Resort ticket sales for students. Irvine Valley College	\$0.00

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project, Energy Service Public Hearing

ACTION: Approval

BACKGROUND

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements. Districts may enter into energy services contracts, which the governing board determines is in the best interest of the district, provided that such determination is made at a regularly scheduled public hearing, in which public notice is given at least two weeks in advance.

The Notice of Public Hearing has been posted to the district's website, is publically displayed at Saddleback College, Irvine Valley College and the ATEP campus.

District staff has identified a project to upgrade the HVAC units, controls and chilled water lines with energy efficient units and systems, along with a partial replacement of existing lighting fixtures with new energy efficient LED fixtures at the Fine Arts Complex on Saddleback College.

The Board of Trustees will hold a public hearing at its regularly scheduled meeting to consider the project before acting to approve it.

RECOMMENDATION

Open a public hearing and invite members of the public to present their comments with regard to the Saddleback College Energy Service Contract for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project.



Notice of Public Hearing for Energy Service Contract

NOTICE IS HEREBY GIVEN that the Board of Trustees of the South Orange County Community College District ("SOCCCD" or "District") will hold a Public Hearing at the SOCCCD Ronald Reagan Board of Trustees Room, Room 145 – Health Sciences/District Offices Building, 28000 Marguerite Parkway, Mission Viejo, 92692 on **January 25, 2016, at or around 6:00 PM**, to consider the subject project described below:

From: Debra Fitzsimons, Vice Chancellor, SOCCCD
SOCCCD, 28000 Marguerite Parkway 3rd Floor, Mission Viejo, CA 92692
dfitzsimons@socccd.edu
(949) 582-4663

Project Title: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project

Project Description: The purpose of the hearing is to consider information concerning a proposal to grant an Energy Service Contract to Solpac Construction, Inc., dba Soltek Pacific Construction Company for upgrading the HVAC units, controls and chilled water lines with energy efficient units and systems, along with a partial replacement of existing lighting fixtures with new energy efficient LED fixtures at the Fine Arts Complex.

Project Location: The Project is located at Saddleback College

Those wishing to comment on the proposed project may either appear in person at the public hearing or submit written comments, which must be received by the District prior to the hearing. Written comments should be sent to 28000 Marguerite Parkway, 3rd Floor, Mission Viejo, CA 92692. Attention: Secretary of the Board of Trustees.

FURTHER INFORMATION may be obtained by contacting the District at (949) 582-4663. All materials are available for review at the District's offices at 28000 Marguerite Parkway, 3rd Floor, Mission Viejo, CA 92692; and online at the District's website, www.socccd.edu.

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project, Adopt Resolution No. 16-01, Authorizing Entering into an Energy Service Contract

ACTION: Approval

BACKGROUND

California's Government Code (GC) sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternative energy supply source agreements without competitive bidding. Districts may enter into energy service contracts, based on terms and conditions, which the governing board determines is in the best interest of the district provided that such determination is made at a regularly scheduled public hearing, in which public notice is given at least two weeks in advance.

District staff has identified a project to upgrade the HVAC system and a partial replacement of existing light fixtures with new energy efficient LED fixtures at Saddleback College.

STATUS

Staff recommends the Board authorize the entering into an Energy Service Contract for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project (EXHIBIT A).

Basic Aid Funds are available in the approved project budget of \$7,700,000 and \$2,100,000 set aside in the Saddleback College general fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 16-01 (EXHIBIT A) to authorize entering into an Energy Service Contract for the Saddleback College Fine Art HVAC Upgrades and Interior Renovation project.

RESOLUTION NO. 16-01

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZING ENTERING INTO AN ENERGY SERVICE CONTRACT AT SADDLEBACK COLLEGE
FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

JANUARY 25, 2016

WHEREAS, California Government Code Section 4217.12(a)(1) authorizes a public agency to enter into an energy service contract with respect to an energy conservation facility on terms that the public agency's governing board determines it in the best interests of the public agency and if the governing board finds that the anticipated cost to the public agency for the energy provided by the energy conservation project will be less than the anticipated marginal cost to the district of thermal, electrical or other energy that would have been consumed by the District in the absence of those purchases; and

WHEREAS, District staff in connection with San Diego Gas and Electric and their consultants have completed an assessment of the existing HVAC system with associated controls and interior lighting at the Fine Arts Complex on the Saddleback College campus and have determined that replacement of the HVAC system and partial replacement of the light fixtures with energy efficient LED fixtures will provide energy conservation to the district in the amount of approximately \$577,000 annually; and

WHEREAS, on January 25, 2016, pursuant to Government Code Section 4217.10 *et seq.*, the Board held a public hearing at a regularly scheduled board meeting, with respect to the district entering into an energy service contract; and,

WHEREAS, based upon review by district staff, college staff and consultants, the anticipated cost to the district for the HVAC Upgrades and Interior Renovation project will be less than the anticipated marginal cost to the district for same utilities that would have been consumed in the absence of this energy conservation project; and

WHEREAS, the district desires to enter into an energy service contract, to install HVAC Upgrades and Interior Renovation at the Fine Arts Complex; and

NOW, THEREFORE, BE IT RESOLVED, that the South Orange County Community College District Board of Trustees hereby finds that:

1. The above recitals are true and correct.
2. The district held a public hearing at a regularly scheduled meeting of the Board for which notice was given not less than two weeks in advance.
3. Based on all available information reviewed by the Board in connection herewith, and pursuant to Government Code section 4217.12, the Board hereby determines that it is in the best interest of the district to enter into an energy service contract for the implementation of the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project.

4. The district's Vice Chancellor of Business Services and designees are authorized to enter into an energy service contract, and to take any actions deemed necessary to protect the interests of the district.

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on January 25, 2016.

Timothy Jemal, President

James R. Wright, Vice President

David B. Lang, Clerk

Marcia Milchiker, Member

Barbara J. Jay, Member

T.J. Prendergast III, Member

Terri Whitt, Member

Gary L. Poertner, Chancellor
And Secretary to the Governing Board

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project, Award of Energy Service Contract, Solpac Construction, Inc., dba Soltek Pacific Construction Company

ACTION: Approval

BACKGROUND

Government Code Sections 4217.10 through 4217.18 authorize community college districts to develop energy conservation, cogeneration and alternate energy supply source agreements without competitive bidding.

A public hearing was held and the Board has approved a resolution authorizing the use of an energy service contract for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project.

Under GC 4217.12 the Board must find that the anticipated cost to the district for conservation services provided under this agreement will be less than the anticipated cost to the district of thermal, electrical, or other energy that would have been consumed by the district in the absence of these purchases. The annual yearly savings (EXHIBIT A) is approximately \$577,000.

STATUS

On September 22 and 29, 2015, SOCCCD ran a newspaper advertisement for consideration of the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project. On October 9, 2015, three bidders provided qualifications and two firms met the minimum qualifications to provide proposals. On October 30, November 6, 13 and 20, the two firms attended mandatory job walks and site meetings. On December 4, 2015, two proposals were received and interviews followed on December 11, 2015. Based on a combination of technical merit and total cost, the evaluation committee recommends award to Solpac Construction, Inc. dba Soltek Pacific Construction Company (EXHIBIT B) in the amount of \$7,317,766 as best value to the District.

Basic aid funds are available in the approved project budget of \$7,700,000 and \$2,100,000 set aside in the Saddleback College general fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Energy Service agreement (EXHIBIT C) for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project, with Solpac Construction, Inc., dba Soltek Pacific Construction Company, in the amount of \$7,317,766.

Item Submitted By: *Dr. Debra L. Fitzsimons, Vice Chancellor Business Services*

**FINE ARTS HVAC UPGRADES AND INTERIOR IMPROVEMENTS
AWARD OF ENERGY SERVICE CONTRACT
SADDLEBACK COLLEGE**

January 25, 2016

Based upon the design calculations from the mechanical and electrical design engineers, San Diego Gas and Electric Energy Consultant, Newcomb Anderson McCormick (NAM), provided the following estimate of energy conservation for The HVAC Upgrades and Interior Renovation project at Saddleback College:

Electricity Savings: 2.6 million kwh/yr

Annual yearly utility savings: Approximately **\$577,000** per year.
***based on \$.22/kwh**

**FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION
AWARD OF ENERGY SERVICE CONTRACT
SADDLEBACK COLLEGE**

January 25, 2016

***Solpac Construction, Inc.**
San Diego, CA

Lump Sum Price	\$7,317,766
Technical Points	679
Price per Point	\$ 10,777

Erickson + Hall, Inc.
San Diego, CA

Lump Sum Price	\$7,090,949
Technical Points	626
Price per Point	\$ 11,335

***Recommended Award**

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AGREEMENT: CONSTRUCTION SERVICES, FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION, SADDLEBACK COLLEGE

This Agreement is hereby made and entered into on this 25th day of January, 2016 by and between the South Orange County Community College DISTRICT (“DISTRICT”) and SOLPAC Construction, Inc. dba Soltek Pacific Construction Company at 2424 Congress Street, San Diego, CA, 92110 (“CONTRACTOR”).

ARTICLE 1 DEFINITIONS

- 1.1. Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions which are part of this Agreement. If not defined in the General Conditions they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

ARTICLE 2 THE WORK

- 2.1. **Scope of Work.** CONTRACTOR shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of DISTRICT or other Project Team members retained by DISTRICT.
- 2.2. **Standard of Performance.** In addition to and without limiting CONTRACTOR’S other obligations under the Contract Documents, CONTRACTOR shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:
 - a. comply with the requirements of the Contract Documents;
 - b. comply with Applicable Laws;
 - c. conform to the standard of care applicable to those who provide project services and construction of the type called for by this Agreement for projects of a scope and complexity that is comparable to the Project;
 - d. furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
 - e. apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the DISTRICT and within the limitations of the Contract Sum and Contract Time.

ARTICLE 3 CONTRACT TIME

- 3.1. **Dates of Commencement.** The Contract Time for completion of the site construction portion of the Work shall be measured from the Date of Commencement of site construction. The Contract Time for Completion of entire Work, including the site construction portions, shall be measured

from the date of the Notice to Proceed, with actual days determined to allow final completion on August 12, 2016.

3.2. **Notice to Proceed.** The administrative construction portion of the Work shall not commence prior to the date fixed in the Notice to Proceed. No physical construction at the Site shall proceed prior to the date fixed in the Notice to Proceed with Construction.

3.3. **Contract Time.**

- a. A Notice to Proceed for the Construction Services will be issued upon full execution of this contract. The contract time will be the calendar days from the NTP until final completion on 08/12/2016.
- b. Construction. CONTRACTOR shall achieve Completion of the entire Work, including construction and close out portions of the Work, not later than 79 Calendar Days after the Date of Commencement of Site Construction. Actual Site Construction will start on Wednesday, May 25, 2016, and be substantially completed in 72 calendar days by Friday, August 05, 2016, with 7 calendar days for punch list and final completion by Friday, August 12, 2016.
- c. Areas not completed will have work performed off hours, and on the weekend to avoid interruption and /or impact to the educational program.
- d. Liquidated damages will accrue beginning Saturday, August 13, 2016.

3.4. **Liquidated Damages to District.**

- a. DISTRICT Right. The DISTRICT and the CONTRACTOR acknowledge and agree that if the CONTRACTOR fails to Complete the Work within the Contract Time, the DISTRICT will suffer substantial losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by CONTRACTOR of liquidated damages pursuant to this Section 3.4.
- b. Daily Rate for loss of use of the premises. If the CONTRACTOR fails to achieve Completion of the entire Work within the Contract Time for Completion, the CONTRACTOR shall pay the DISTRICT as liquidated damages the amount of **Seven Thousand Dollars (\$7,000) per Day** for each Day occurring after the expiration of the Contract Time for Completion until the CONTRACTOR achieves Completion of the entire Work.
- c. Daily Rate for cost incurred from consultants hired by the District and other project specific costs. If the CONTRACTOR fails to achieve Completion of the entire Work within the Contract Time for Completion, the CONTRACTOR shall pay the DISTRICT as liquidated damages the amount of **Two Thousand Seven Hundred Fifty Dollars (\$2,750) per Day** for each Day occurring after the expiration of the Contract Time for Completion until the CONTRACTOR achieves Completion of the entire Work. This Rate is in addition to the Daily Rate for loss of use of the Premises.

- d. Extensions of Time. Liquidated damages shall not be charged to Contractor for Delays to Completion for which the Contractor is entitled under the Contract Documents to receive an adjustment of the Contract Time for Completion.
- e. Partial Completion. Liquidated damages shall not be reduced or apportioned for Completion of portions of the Work prior to Completion of the entirety of the Work.
- f. Remedies. DISTRICT may deduct such liquidated damages as are payable hereunder from money due or to become due to the CONTRACTOR, or pursue any other legal remedy to collect such liquidated damages from the CONTRACTOR and/or its Surety.
- g. Not a Limitation. DISTRICT's rights under this Section 3.4 shall not be interpreted as precluding or limiting: (1) any right or remedy of DISTRICT in the event of CONTRACTOR Default other than a failure to Complete the Work within the Contract Time; or (2) DISTRICT's right to order an acceleration, at CONTRACTOR'S Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which DISTRICT has the right to assess liquidated damages.

3.5. Liquidated Damages to Contractor.

- a. CONTRACTOR'S Right. DISTRICT and CONTRACTOR acknowledge and agree that if CONTRACTOR is unable due to Compensable Delay to Complete the Work within the Contract Time, the CONTRACTOR and its affected Subcontractors and Sub consultants will suffer losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those losses and not a penalty, to the payment by DISTRICT of liquidated damages pursuant to this Section 3.5.
- b. Daily Rate. The Contract Sum shall be increased by the sum of **Two Thousand Seven Hundred and Fifty Dollars (\$2,750)** per Day as liquidated damages for each Day for which CONTRACTOR is entitled under the Contract Documents to an adjustment extending the Contract Time for Completion due to Compensable Delay, with no additional amount added thereto for Allowable Markup thereon.
- c. Payment by DISTRICT. A Change Order or Unilateral Change Order for an adjustment to the Contract Sum for the liquidated damages permitted by this Section 3.5 shall be executed prior to Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the DISTRICT'S rights of withholding payment permitted elsewhere in the Contract Documents or under Applicable Laws, amounts due to the CONTRACTOR pursuant to this Section 3.5 shall be payable as part of, and not prior to the due date for, Final Payment to CONTRACTOR.
- d. Exclusive Remedy. Liquidated damages payable pursuant to this Section 3.5 constitute the CONTRACTOR'S sole and exclusive right and remedy for recovery of Losses to CONTRACTOR and its Subcontractors and Sub consultants, of every Tier, due to Delay, regardless of the cause or duration of the Delay and regardless of whether the Delay is a Compensable Delay, Excusable Delay or Unexcused Delay.

- e. Deleted Work. In the event that Deleted Work results in a shortening of the Contract Time, the Contract Sum shall be reduced by an amount calculated as the product of (1) by the number of Days in the period of shortening, multiplied by (2) the liquidated damages amount stated in this Section 3.5.

ARTICLE 4 CONTRACT SUM

4.1. Lump Sum, Maximum Allowable Price (MAP), Contract.

- a. Price. DISTRICT shall pay the CONTRACTOR in current funds for the CONTRACTOR'S complete performance of the Work in accordance with the Contract Documents. DISTRICT will pay CONTRACTOR a Lump Sum Price, Maximum Allowable Price (MAP), of Seven Million Three Hundred Seventeen Thousand Seven Hundred Sixty Six Dollars/00 (\$7,317,766). The MAP is the maximum amount the DISTRICT will pay and includes all costs and fixed fees set forth below for Construction Services, Fee, Hard Costs, and Contingencies as defined below.
 - 1. Maximum Allowable Price (MAP). This is the maximum amount contained in the DISTRICT's budget for all Work to be provided by the CONTRACTOR, and is the amount the CONTRACTOR agrees, will not be exceeded when establishing the Lump Sum Price.
 - 2. Fixed Fees. Fixed fees include Construction Services and Fee, as defined below.
 - 3. Open Book Buyout of Subcontracts. The hard cost shall be documented with a binder including a summary sheet of cost breakdown for each division. The Binder will also include tabs 1-33 both numbered and labeled for each CSI division. Each tab will have a summary sheet of the breakdown of cost, with the backup proposals of subcontractors for each cost item. If the lowest priced subcontractor was not used, a brief explanation is to be attached in the tabbed section and noted on the summary sheet.
 - 4. Contingencies. Contingencies include Contractor Contingency and Errors and Omissions Allowance as defined below.
- b. Construction Services. The total sum payable for Construction Services shall not exceed 14.19%, Seven Hundred Eighty Four Thousand One Hundred Fifty Nine Dollars/00 (784,159) of the Hard Costs. These sums are incorporated into the MAP as stipulated in Article 4.1, and includes without limitation all construction administration, supervision, oversight, and other site based expenses such as office, staff, materials and supplies, superintendent(s), assistant superintendent(s), project engineer(s), project manager(s), scheduler(s), scaffolding, trailers and storage, fencing, utilities, computers, taxes, mobilization and demobilization, all of which shall be included in Construction Services.
- c. Fee. The Fee payable to the CONTRACTOR shall not exceed 14.93% of the Hard Costs equal to Eight Hundred Thousand Dollars/00 (800,000). These sums are incorporated into

the MAP as stipulated in Article 4.1, and includes all home office based categories including without limitation home office expenses, staff, materials, and supplies, accounting, computer, equipment and software, legal, estimating, vehicles not dedicated solely to the Work, Bonds and Insurance.

- d. Hard Costs. The total sum payable for Hard Costs shall not exceed Five Million Three Hundred Fifty Eight Thousand Six Hundred and Seven Dollars/00 (\$5,358,607). These sums will be incorporated into the Lump Sum Price as stipulated in Article 4.1. and includes all monies for trades work. All of this amount shall be available through open book pricing and includes without limitation, demolition and abatement, hoisting, rough and final clean up, and storm water protection. This is the price to construct the Project and contains no costs for anything other than the elements of hard costs of construction.

- e. Contingencies.

Contractor Contingency. Within the MAP is the amount of One Hundred Seventy Five Thousand Dollars/00 (\$175,000) for the (“Contractor Contingency”). The Contractor Contingency is for the use of the Contractor, as approved by the District, to pay for miscellaneous work items, and Contractor errors, omissions and negligence, which are required to complete the Project. The Contractor shall not use the Contractor Contingency to pay for costs related to the following: (a) errors or omissions in the Construction Documents; (b) discrepancies with the plans and specifications pertaining to applicable building code requirements; (c) substitution of subcontractors and/or (d) enhancements or additions to the Scope of Work desired by the District. If on final completion of the Project, funds are remaining in the Contractor Contingency, such funds shall be fully retained by the District.

Errors and Omissions Allowance. Within the MAP is the amount of Two Hundred Thousand Dollars/00 (\$200,000) to cover errors and omissions in the plans and specifications (“Errors and Omissions Allowance”). In the event errors or omissions are discovered in the plans and specifications which make strict compliance with the specifications impractical, Contractor shall notify District of the need for such work by placing the matter on the agenda of regularly scheduled construction meetings with District for discussion as soon as practicable after the need for such work is determined. Additionally, Contractor shall submit to the District for its consideration and approval or disapproval, a written request for the work before such work is performed. The Contractor is deemed to fully understand the documents and scope of work required. Contractor has assumed the responsibility for the “Buildability” of the design documents for the Project with the exception of those Errors and Omissions resulting from improper technical calculations by the Architect and/or their Sub consultants. Scope reasonably inferred that is not fully detailed or specifically called out is to be considered included within the Contract Documents. If District approves such request in writing, the costs of the work, shall be added to or deducted from the Errors and Omissions Allowance within

the MAP. Any funds remaining in this Errors and Omissions Allowance at the completion of the Project shall remain unspent and allocated to the District.

- f. All Inclusive Lump-Sum Price. This shall be the sum total of Construction Services, Fees Hard Costs, and Contingencies established through the negotiation of the Contract. The Contract Sum set forth in Article 4 is the total lump-sum maximum amount payable by DISTRICT to CONTRACTOR for performance of the Work under the Contract Documents and is deemed to cover all losses arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause.

ARTICLE 5 INSURANCE

- 5.1. CONTRACTOR shall take out, prior to commencing the work, and maintain, during the life of this Agreement, and shall require all subcontractors, if any, whether primary or secondary, to take out and maintain the insurance coverages set forth below and in Articles 16, 17, 18 and 19 of the General Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and endorsements.

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than	\$2,000,000
Subcontractors of every tier and Subject to the same limit for each person on account of one accident, in an amount not less than	\$1,000,000 \$2,000,000
Subcontractors of every tier	\$1,000,000
Property Damage Insurance in an amount not less than	\$2,000,000
Subcontractors of every tier	\$1,000,000
Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
Excess Liability Insurance (Contractor only)	\$2,000,000

Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

- 5.2. **Waiver of Subrogation.** Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.
- a. The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier.
 - b. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.
- 5.3. **Additional Insured Endorsement Requirements.** The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

- 6.1. **List of Contract Documents.** The Contract Documents, include, without limitation, the following:
- a. **RFP Documents.** The RFP Documents and Addenda, with the exception of Approved Deviations.
 - b. **Proposal.** The CONTRACTOR'S written responses to the RFP, including its Proposal. The Contract Documents shall not include any portion of the Proposal that deviates from the Project Program or Criteria.
 - c. **Agreement.** This executed Construction Services Agreement between DISTRICT and CONTRACTOR.

- d. **General Conditions.** The General Conditions to the Agreement.
- e. **Division One Requirement.** The Division One Requirements to the Agreement.
- f. **General Requirements, Supplemental and Special Conditions.** Any General Requirements and Supplemental and Special Conditions.
- g. **Final Construction Documents.** The Final Construction Drawings and Technical Specifications that are accepted by the DISTRICT and approved by the DSA.
- h. **Addenda.** All Addenda associated with the completed set of contract documents.

Reference Documents. All Reference Documents associated with the completed set of contract documents as provided in site meetings 1-4.If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CALIFORNIA, and that Kevin M Cammall, whose title is Vice President, is authorized to act for and bind the corporation.

WHEREFORE, This Agreement is entered into as of the day and year first written above.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR’S STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA, 95826.

DISTRICT

CONTRACTOR

South Orange County Community College District

Solpac Construction, Inc., a corporation
dba Soltek Pacific Construction Company

By: _____

Dr. Debra L. Fitzsimons,
Vice Chancellor, Business Services

By: _____

Kevin M. Cammall
Vice President/Secretary

- Exhibit A- Payment and Performance Bond
- Exhibit B-Escrow Agreement for Retention
- Exhibit C-Guarantee
- Exhibit D-Drug Free Workplace Agreement
- Exhibit E- Contractor’s Certificate Non Asbestos Material
- Exhibit F-Recycled Content Certificate

Exhibit A

PAYMENT BOND (CALIFORNIA PUBLIC WORK)

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, said Contractor is required to furnish a bond in connection with said Contract, and pursuant to California Civil Code section 9550;

NOW, THEREFORE, We, _____, the undersigned Contractor, as Principal; and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT and to any and all persons, companies, or corporations entitled by law to file stop notices under California Civil Code section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____ Dollars (\$ _____), such sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, its heirs, executors, administrators, successors, or assigns, or subcontractor, shall fail to pay any person or persons named in Civil Code section 9100; or fail to pay for any materials, provisions, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind; or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Unemployment Insurance Code section 13020 with respect to work and labor thereon of any kind, then said Surety will pay for the same, in an amount not exceeding the amount herein above set forth, and in the event suit is brought upon this bond, also will pay such reasonable attorneys' fees as shall be fixed by the court, awarded and taxed as provided in California Civil Code section 9550 et seq.

This bond shall inure to the benefit of any person named in Civil Code section 9100 giving such person or his/her assigns a right of action in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Obligee and the Contractor or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service
for service of process in California)

Telephone: _____

Telephone: _____

PERFORMANCE BOND

(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT (sometimes referred to hereinafter as "Obligee") has awarded to _____ (hereinafter designated as the "Principal" or "Contractor"), an agreement for the work described as follows: _____ (hereinafter referred to as the "Public Work"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for said Public Work dated _____, (hereinafter referred to as the "Contract"), which Contract is incorporated herein by this reference; and

WHEREAS, the Contractor is required by said Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof.

NOW, THEREFORE, we, _____, the undersigned Contractor, as Principal, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT in the sum of _____ Dollars (\$ _____), said sum being not less than one hundred percent (100%) of the total amount payable by said Obligee under the terms of said Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the bounded Contractor, his or her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on his or her part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill guarantees of all materials and workmanship; and indemnify, defend and save harmless the Obligee, its officers and agents, as stipulated in said Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any change, extension of time, alteration in or addition to the terms of the contract or to the work to be performed there under or the specifications accompanying the same, nor by any change or modification to any terms of payment or extension of time for any payment pertaining or relating to any scheme of work of

improvement under the contract. Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond (either by total exoneration or pro tanto) by any overpayment or underpayment by the Obligee that is based upon estimates approved by the Architect. The Surety stipulates and agrees that none of the aforementioned changes, modifications, alterations, additions, extension of time or actions shall in any way affect its obligation on this bond, and it does hereby waive notice of any such changes, modifications, alterations, additions or extension of time to the terms of the contract, or to the work, or the specifications as well notice of any other actions that result in the foregoing.

Whenever Principal shall be, and is declared by the Obligee to be, in default under the Contract, the Surety shall promptly either remedy the default, or shall promptly take over and complete the Contract through its agents or independent contractors, subject to acceptance and approval of such agents or independent contractors by Obligee as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages; or, at Obligee's sole discretion and election, Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Obligee of the lowest responsible bidder, arrange for a contract between such bidder and the Obligee and make available as Work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the "balance of the Contract Price" (as hereinafter defined), and to pay and perform all obligations of Principal under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of Liquidated Damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the Obligee under the Contract and any modifications thereto, less the amount previously paid by the Obligee to the Principal, less any withholdings by the Obligee allowed under the Contract. Obligee shall not be required or obligated to accept a tender of a completion contractor from the Surety.

Surety expressly agrees that the Obligee may reject any agent or contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Unless otherwise agreed by Obligee, in its sole discretion, Surety shall not utilize Principal in completing the Contract nor shall Surety accept a bid from Principal for completion of the work in the event of default by the Principal.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

The Surety shall remain responsible and liable for all patent and latent defects that arise out of or relate to the Contractor's failure and/or inability to properly complete the Public Work as required by the Contract and the Contract Documents. The obligation of the Surety hereunder shall continue so long as any obligation of the Contractor remains.

Contractor and Surety agree that if the Obligee is required to engage the services of an attorney in connection with enforcement of the bond, Contractor and Surety shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above sum.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorneys' fees to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

PRINCIPAL/CONTRACTOR:

By: _____

SURETY:

By: _____

Attorney-in-Fact

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged: \$_____ (This must be filled in by a corporate surety).

IMPORTANT: THIS IS A REQUIRED FORM.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the Treasury Department's most current list (Circular 570 as amended).

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of agent or representative for service
for service of process in California)

Telephone: _____

Telephone: _____

Exhibit B

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into, as of _____, 20_____, by and between South Orange County Community College District, whose address is 28000 Marguerite Parkway, Mission Viejo, CA 92692 hereinafter called "DISTRICT;" _____, whose address is _____, hereinafter called "Contractor;" and, _____, whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, the DISTRICT, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by DISTRICT pursuant to the Agreement entered into between the DISTRICT and Contractor for _____ in the amount of _____, dated _____ (hereinafter referred to as the "Agreement"). Alternatively, on written request of the Contractor, the DISTRICT shall make payments of the retention earnings directly to the Escrow Agent. When the Contractor deposits the securities as a substitute for retention earnings, the Escrow Agent shall notify the DISTRICT within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Agreement between the DISTRICT and Contractor. Securities shall be held in the name of DISTRICT, and shall designate the Contractor as the beneficial owner.

(2) The DISTRICT shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the DISTRICT makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the DISTRICT pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the DISTRICT. These expenses and payment terms shall be determined by the DISTRICT, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the DISTRICT.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the DISTRICT to the Escrow Agent that DISTRICT consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The DISTRICT shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven (7) days' written notice to the Escrow Agent from the DISTRICT of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the DISTRICT.

(8) Upon receipt of written notification from the DISTRICT certifying that the Agreement is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Agreement, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the DISTRICT and the Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and the DISTRICT and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the DISTRICT and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of DISTRICT:

On behalf of Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the DISTRICT and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

DISTRICT

CONTRACTOR

Title

Title

Name

Name

Signature

Signature

Escrow Agent

Title

Name

Signature

Exhibit C

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____, has been done in accordance with the Project Documents and that the work as installed will fulfill the requirements included in the Project Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one (1) year from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within ten (10) calendar days after being notified in writing by the DISTRICT, the undersigned authorizes the DISTRICT to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand. (General Conditions Article 47(d))

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

Guarantee (continued)

Name of Subcontractor
(if work performed by
subcontractor)

By: _____
Signature of Subcontractor

Print Name

Title

Representatives to be contacted for service:

Name: _____

Address: _____

Telephone: _____

Exhibit D

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

- a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
- b) establishing a drug-free awareness program to inform employees about all of the following:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) the availability of drug counseling, rehabilitation and employee-assistance programs;
 - 4) the penalties that may be imposed upon employees for drug abuse violations;
- c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Continued on next page

Drug-Free Workplace Certification continued

NAME OF CONTRACTOR

Signature

Print Name, Title

Date

Exhibit E

CONTRACTOR'S CERTIFICATE REGARDING NON-ASBESTOS CONTAINING MATERIALS

Per Article 70 of the General Conditions.

Certification for _____ . We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the _____ which we have installed in the South Orange County Community College District under Project/Bid No. _____.

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the District.

Date

Name of Contractor

By: _____
Signature

Print Name, Title

Exhibit F

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who prepared a proposal for the *Project Name* (hereinafter referred to as "Project") and submitted it to the South Orange County Community College District (DISTRICT) on behalf of _____ (CONTRACTOR).

Pursuant to Public Contract Code Section 12205, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled contract in materials, goods or supplies offered or products listed in Section 12207 used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Section 12209. The recycled content shall include both post-consumer material and secondary material as defined in Public Contract Code Section 12200. The CONTRACTOR may certify that the product contains zero recycled content. For purposes of this Certification, the definitions found in Public Contract Code Section 12200 shall apply.

I declare under the laws of the State of California that the following percentages of Post-consumer Material and Secondary Material is in the materials goods or supplies offered for, or products used in, the performance of the Contract for the Project:

_____ % Post-consumer Material _____ % Secondary Material

Executed on this _____ day of _____, 2014 at _____.

CONTRACTOR

Signature

Print Name, Title

Subscribed and sworn before me
This _____ day of _____, 2014

Notary Public in and for the State of California
My commission expires: _____

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project, Hire Construction Manager, Bernards

ACTION: Approval

BACKGROUND

On May 21, 2012, June 17, 2013, and June 22, 2015 the Board of Trustees approved \$7,700,000 basic bid funds for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project.

On December 16, 2013, the Board of Trustees approved seven firms for a pool from which to draw construction management services for a five year period. When project specific services are necessary, staff provides the pool with a Request for Proposals (RFP).

Construction management services are required for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project.

STATUS

On December 17, 2015, staff received RFP responses from two firms (EXHIBIT A). Bernards was selected as the recommended firm to perform construction management services for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project, for a not to exceed amount of \$245,257.

Given the low number of respondents, a Request for Proposals to update the Construction Management Pool is currently underway.

Funds are available in the approved basic aid project budget of \$7,700,000 and \$2,100,000 set aside in the Saddleback College general fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the construction management services agreement, (EXHIBIT B), with Bernards for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project, for a not to exceed amount of \$245,257.

**Proposals submitted for Request for Proposals for Construction Management
Services Saddleback College Fine Arts HVAC Upgrades & Interior Renovation Project**

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTOR'S NAME</u>
*Bernards	Irvine, CA	Rick Fochtman
Cummings Construction Management, Inc.	Aliso Viejo, CA	Anthony Sanchez

***Recommended Firm**

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AGREEMENT: CONSTRUCTION MANAGEMENT SERVICES FOR FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION AT SADDLEBACK COLLEGE

This AGREEMENT is made and entered into this **1st day of February in the year 2016** between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and **Bernards**, 2569 McCabe Way, Irvine, CA 92614, (949) 461-3650, hereinafter referred to as "CM";

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

WHEREAS, DISTRICT desires to obtain Construction Management CM services for the Fine Arts HVAC Upgrades and Interior Renovation at Saddleback College, hereinafter referred to as "PROJECT"; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CM'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The CM's services shall consist of those services performed by the CM and CM's employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** CM shall provide the Services and authorized Additional Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. CM's Services shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption, or delay to the orderly progress and timely completion of Project. CM's Services shall be provided by **William Perez, as** CM Project Manager. CM shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The CM has been selected to perform the work herein because of the skills and expertise of key individuals. CM assignment for this PROJECT is for one Project Manager. The CM shall designate Rich Fochtman, as Project Executive, and a management team of William Perez as Project Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CM must furnish the name of all other key people in CM's firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CM will have 10 working days to remove that person from the PROJECT and replace that person with

one acceptable to the DISTRICT after review of resume' and/or interview. A project manager and all lead or key personnel must also be designated by the CM and are subject to all conditions previously stated in this paragraph.

- 1.5. **Relationship of CM to Other Project Participants.** CM's services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this Agreement, nor CM's rendition of services hereunder shall be deemed CM's assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CM shall coordinate all work with DISTRICT CMs as necessary to complete contract requirements.
- 1.6. **Acceptance of Project Schedule.** The CM shall accept the DISTRICT's project schedule for the performance of the CM's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CM.

ARTICLE 2 SCOPE OF CM'S SERVICES

- 2.1. **Work Plan.** Work with SOCCCD to finalize project requirements.
 - a. Develop a list of all plans, specifications and other documents necessary to perform services.
 - b. Develop a list of all parties necessary to be included on the DSA Box website.
 - c. Develop and implement a plan with district assistance to obtain missing documents.
- 2.2. **Preparation for Entering Construction Phase.**
 - a. **Review of Design Documents.** The CM, shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the PROJECT.
 - b. **Master Construction Schedule.** The CM shall work with DISTRICT, Architect and Contractor to develop and submit to the DISTRICT for review and acceptance a Master Construction Schedule which shall reflect all of the work necessary to complete PROJECT construction. This effort will occur through a pull planning exercise facilitated by the Contractor with the subcontractors and including DISTRICT, Architect and CM. The Master Construction Schedule shall be prepared by the Contractor with the most recent edition of commercially available software designed specifically for the scheduling of construction projects and which utilizes the critical path method of scheduling. The CM will be responsible to review the Master Construction Schedule for completion, appropriate logic ties, submittal and procurement considerations and change review through digger or comparable software upon the initial and each subsequent monthly submittal. The CM's

use of scheduling software other than Microsoft Project Professional 2010, Microsoft Project Professional 2013, Primavera SureTrak or Primavera Project Planner P6 will require written approval of the DISTRICT which may be granted, withheld or conditioned in the sole discretion of the DISTRICT. CM will review the Master Construction Schedule to confirm that it indicates (a) the start/finish dates for the principal activities necessary to complete PROJECT construction, (b) a sequence, in a logical, reasonable and orderly manner so that PROJECT construction is completed within the Construction Budget and within the time established by the DISTRICT. If the DISTRICT's requirements for the PROJECT include phasing elements of PROJECT construction, or coordination relative to infrastructure shut downs such as those that will be required in the case of Central Plant work, the DISTRICT's phasing/coordination requirements shall be set forth in the Master Construction Schedule. The CM acknowledges that the CM's review of the Master Construction Schedule prepared by the Contractor will be relied upon during the initial and subsequent monthly schedule submittals to arrive at acceptance.

- c. Construction Budget: CM Review of Construction Costs: The CM shall review Construction Hard Cost Schedule of Values prepared by the contractor for the PROJECT. CM to confirm Hard Costs are in alignment with the transparent supporting documentation for each division provided by the Contractor.

2.3. Construction Phase.

- a. Administration and Coordination of the Contract and Construction. CM will provide administrative, management, and related services necessary to administer the PROJECT and to coordinate with the work of the Contractor during the Construction Phase of the PROJECT including but not limited to: (a) schedule, coordinate and conduct construction meetings; (b) record, maintain and distribute minutes of construction meetings ; (c) in consultation with the Architect and Contractor, review procedures for the receipt and processing of Submittals with recommendations for improvement, if necessary; (d) in consultation with the DISTRICT, the Architect, and the Contractor review and/or implement procedures for the handling and disposition of the Contractor's requests for interpretation or clarifications; (e) review and/or establish and implement procedures for the transmittal and receipt of communications, drawings and other information between DISTRICT, CM, Architect and the Contractor relating to PROJECT construction; (f) coordinate activities of the Contractor, Inspector and Test/Inspection Service Providers and other DISTRICT consultants as needed.
- b. Monitoring of Construction Costs. CM will monitor on-going Construction Costs and advise the DISTRICT of the financial condition of the PROJECT by: (a) development of PROJECT financial reports to the DISTRICT, including those reflecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed PROJECT activities; (b) maintaining records reflecting the actual costs for activities completed or in progress, including records relating to work performed on a unit costs basis and additional work performed by the Contractor; (c) monitoring and advising the DISTRICT of costs pertaining to potential, pending and completed changes to the work of the Contractor; and (d) advising and making written recommendations to the DISTRICT

for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and submit cost reports to the DISTRICT on a monthly basis. The extent of detail and the nature of the format of such reports, the information compiled by the CM and reports generated by the CM shall specifically indicate the original amount of the Contract, the extent of adjustment to the Contract by DISTRICT approved Change Orders or approvals to allowance expenditures and the extent of potential further adjustment of the Contract as of the date of the CM's report based upon potential changes known at the time of the CM's preparation of the cost report. The format for such reports must be pre-approved in writing by the DISTRICT.

- c. Applications for Progress Payments. CM will participate in the review of progress payments to the Contractor and in consultation with the DISTRICT, the Architect and the DSA Inspector of Record, make written recommendations for the disbursement of progress payments to the Contractor as follows: (a) CM will review and recommend modifications if necessary to procedures for submittal, review, processing, and disbursement of progress payments to Contractor, along with associated forms and reporting systems; (b) based upon CM's observations and evaluations of each application for progress payment, CM will review and certify to the DISTRICT the amount due on each such application for progress payment and CM's written certifications constitute a representation to the DISTRICT that, based on CM's observations and evaluations at the Site, the data in the application for progress payment accurately reflects that the work has progressed to the point indicated in the application for progress payment and the quality of the work is in accordance with the Contract for the PROJECT; and (c) CM's representations relative to each application for progress payment are subject to an evaluation of the work for conformity with the requirements of the Contract for the Substantial Completion of the PROJECT, results of subsequent tests, inspections and other procedures, minor deviations correctable prior to completion and any specific qualifications expressed by CM. CM's acceptance of an application for progress payment pursuant to the preceding shall be a representation that the Contractor is entitled to payment in the amount so certified. The CM's review of each application for progress payment shall be undertaken and completed within one week of receipt by CM so that the DISTRICT can meet its obligations to make progress payment due the Contractor within the time permitted by applicable law without incurring interest liability or other penalties/liabilities.
- d. Substantial Completion; Punch list. In consultation with the Architect and the DISTRICT, the CM will assist in ascertaining the achievement of Substantial Completion of the PROJECT. If upon inspection of the work of the Contractor, the CM determines that Substantial Completion has not been achieved, the CM will assist the Architect in noting the conditions of the work and the measures necessary for the Contractor to achieve Substantial Completion of PROJECT construction. Upon the Contractor achieving Substantial Completion, the CM will participate with the DISTRICT and the Architect to inspect the work completed by the Contractor to note punchlist items to be completed by the Contractor as a condition to achieving Final Completion of the PROJECT.

e. PROJECT Progress.

1. Master Construction Schedule. During the Preparation for Entering the Construction Phase, CM will, in consultation with the DISTRICT, the Architect and the Contractor participate in the development of an overall comprehensive Master Construction Schedule for construction of the PROJECT showing the activities of the Contractor necessary for completion of PROJECT construction. CM shall monitor the Master Construction Schedule on a monthly basis so that the DISTRICT is kept fully informed at all times of the status and progress of overall PROJECT construction and status of the Contractor's construction progress. Where the actual rate of PROJECT construction progress is behind that indicated by the Master Construction Schedule, CM shall advise and make written recommendation to the DISTRICT for remedial action and facilitate the improvement by Contractor.
2. Coordination of Construction Activities. CM shall coordinate the activities of the Contractor with those of the CM, the Architect, Inspector, Test/Inspection Service Providers, other DISTRICT consultants as needed and the DISTRICT in conformity with the Master Construction Schedule, including the coordination with the Contractor for the sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. Progress Reports. CM will maintain records of the progress of PROJECT construction, including written progress reports and photographs reflecting the status of PROJECT construction and percentage completion. A two week narrative with four pictures will be provided to the DISTRICT for website reporting in the format directed by the DISTRICT. All changes will be documented on an "As-Built" set of documents which will record all RFIs, architectural supplement information, substitutions and change orders. The Contractor's field changes (location, material, undocumented changes, etc.) will be incorporated monthly during the pay application review and reviewed monthly with the DISTRICT. CM will maintain daily reports during PROJECT construction showing weather conditions, the Contractor and their Subcontractors by count, visitors at the Site, work accomplished, problems encountered and other matters materially affecting the PROJECT, completion of the PROJECT or Construction Costs in a format approved by the DISTRICT. CM will provide a monthly progress report including a narrative on the construction progress identifying any critical items and proposed solutions, an on-going chronology of milestone events, a graph with one axis for expenditure and the other for time showing actual in comparison to anticipated, an on-going and updated change order log, a pay request summary including percent complete and a bulleted 30 day look ahead list of upcoming activities to be reviewed in a meeting between the CM and DISTRICT. All documents shall be in a format approved by the DISTRICT.
3. Substantial Completion and Final Completion. Upon request of the Contractor, CM will in conjunction with the DISTRICT, Inspector, and the Architect determine

that Substantial Completion and Final Completion have been achieved for the PROJECT. Upon determining that Substantial Completion/Final Completion of the PROJECT has been achieved, the CM shall issue Certificates of Substantial Completion and Final Completion, as applicable.

f. Site Observations.

1. CM On-Site. At all times during which there are construction activities, CM shall have its management team as identified in Article I Item 3 agreed by the DISTRICT, or other authorized representative at the Site to observe Site construction activities and to coordinate the activities of the Contractor. CM shall maintain at the Site the Contract, Drawings, Specifications, approved Change Orders, Submittals, applicable laws, codes, rules, regulations and ordinances and other written or electronic materials relating to the PROJECT
2. CM and Contractor. With respect to the Contractor's work, the CM shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the Contractor since these are solely the Contractor's responsibility under the Contract. The CM shall not be responsible for a Contractor's failure to carry out the work in accordance with the respective Contract. The CM shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the work not directly employed by the CM.
3. Construction Quality. The CM will guard the DISTRICT against defects and deficiencies in construction and workmanship on the basis of its Site observations, and CM will be responsible to report observations of any of the above mentioned activities to the DISTRICT and to coordinate quality control efforts with the DSA Inspector of Record. CM will establish and implement a quality control program to monitor the workmanship of the Contractor for conformity with: (a) accepted industry standards; (b) applicable laws, codes, rules, regulations, or ordinances; (c) and the requirements of the Contract.
4. Rejection of Work. Whenever in the ordinary course of discharging its services hereunder, CM shall discover or observe patent conditions of defective or deficient construction or workmanship which has or may have an adverse impact upon building life-safety systems or operations, structural elements or integrity or the safety of persons or property, CM shall take prompt action appropriate under the circumstances, including stopping the work and thereupon notifying the DISTRICT in writing. In other circumstances, where defective or deficient work is observed by CM, the DISTRICT shall be notified in writing by the CM of such conditions and if directed by the DISTRICT, the CM shall stop or reject such work. CM's responsibilities hereunder shall be limited to defective or deficient work of an apparent and patent nature.

g. Site Safety.

1. Contractor Safety Program. CM shall review the safety program of the Contractor for conformity with requirements of the Contract and applicable law. CM shall monitor the Contractor's compliance with the Contractor's safety programs and advise the DISTRICT of measures, if any, necessary or appropriate to obtain the Contractor's compliance. The CM is responsible for verifying that the Contractor has established a safety program, that the safety program established by the Contractor is in compliance with applicable law, and that the Contractor has implemented its safety program.
 2. Safety Violations; Safety Conditions. The CM shall promptly notify the DISTRICT in writing of all CM observed instances of a Contractor's failure to comply with applicable safety requirements. In the event of a safety violation or other unsafe conditions on or about the PROJECT Site which have an immediate potential or actual adverse effect on life or property, the CM is authorized, without prior notice or prior directive of the DISTRICT, to take all actions deemed necessary and appropriate by the CM under the existing circumstances to prevent such actual or potential adverse effect.
- h. Changes and Claims.
1. Coordination of Changes. CM will coordinate and disseminate correspondence, drawings and other written materials by and between the Contractor, the District, Inspector, Test/Inspection Service Providers and the Architect relating to changes to the Contract. CM will coordinate the Contractor's performance of changes authorized by the DISTRICT. CM will maintain a log or other written records in a format previously approved by the DISTRICT to monitor the disposition of changes and Change Orders to keep the DISTRICT advised of the status of the same and the actual or potential impact of any particular change or Change Order or the cumulative effects thereof on Construction Costs or time for completion of PROJECT construction.
 2. Processing of Changes and Change Orders. CM will assist the DISTRICT and the Architect in evaluation of requests by Contractor for issuance of Change Orders and/or expenditures of allowances, assist in negotiations with Contractor relative to Change Orders proposals and the adjustment of Contract price or Contract time. CM will make written recommendations to the DISTRICT and the Architect for handling and disposition of the Contractor's proposals relative to Change Orders. If a change to the Contract is approved or authorized by the DISTRICT, CM will assist the DISTRICT and the Architect in the preparation of a Change Order reflecting such approved or authorized change to the Contract. The CM is not authorized, without the prior written consent and approval of the DISTRICT, to effectuate or authorize any change to the Contract. The CM shall be liable to the DISTRICT for all direct and consequential costs, losses or damages resulting from the CM's direction or authorization to effectuate a change to the Contract without the prior consent and approval of the DISTRICT.

3. Claims Handling. CM will assist the Architect in the review, evaluation and processing of claims asserted by Contractor. CM will make written recommendations to the DISTRICT as to merit, handling, and disposition of Contractor's claims

2.4. **Post-Construction Phase.**

- a. Review and Transmittal of Contractor Close-Out Documents. The CM shall begin to consider close out requirements upon execution of the contract. The CM shall receive from the Contractor the close-out documents and items to be submitted by the Contractor under the terms of its Contract upon completion of its obligations under the Contract. The CM shall review the Contractor's close-out documents and items to determine conformity with requirements of the Contract. If the CM determines that the Contractor's close-out documents and items are not in conformity with requirements of the Contract, the CM shall make written recommendations to the DISTRICT for measures to secure compliance with the requirements of the Contract. The CM shall deliver to the DISTRICT all the Contractor's close-out documents and items, except for the Contractor's as-built drawings which the CM shall transmit to the Architect.
- b. CM PROJECT Records. Within thirty (30) days of the date of issuance of a certificate of Final Completion for the Contract, the CM shall assemble and deliver to the DISTRICT all of the PROJECT records maintained during the Construction Phase by the CM relating to the PROJECT. Notwithstanding any provision of this Agreement to the contrary or any provision of law to the contrary, all documents, work product, whether of a tangible or intangible nature, whether in draft or final form and whether recorded in writing or any other medium, including without limitation, electronic files relating to the PROJECT or this Agreement, are the sole and exclusive property of the DISTRICT.
- c. Contractor's Post-Construction Obligations. If the Contractor is obligated under the terms of its Contract to provide work, labor, materials or services after completion of PROJECT construction, the CM shall monitor Contractor's post-construction activities for conformity with requirements of the Contract. The CM shall make written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations.
- d. PROJECT Reports. The CM shall monitor the filing of DSA reports and other actions required by applicable law, code rule, regulation or ordinance to be undertaken by the Architect, Inspector, Test/Inspection Service Provider, or Contractor upon completion of PROJECT construction. If the Architect, Inspector, Test/Inspection Service Provider, or the Contractor has not filed reports or taken other actions required upon completion of PROJECT construction, the CM shall make written recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor with regard to such requirements. The CM will assist the DISTRICT in completion and submission of reports and other actions required to be undertaken by the DISTRICT upon completion of PROJECT construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to use/occupy the PROJECT for the purposes intended.

- 2.5. **Materials.** CONSULTANT shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this AGREEMENT.

ARTICLE 3 ADDITIONAL CM SERVICES

- 3.1. **Additional Services.** Additional services are not included in the Services set forth previously. If the DISTRICT requests in writing any of the Additional Services, CM shall be compensated for the same in accordance with the provisions of the Agreement relating to Additional Services and the amounts indicated in Exhibit "A" CM Compensation Additional Services. The District must approve an amendment to this Agreement, fully executed, prior to CM any Additional Services. The CM shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.
- 3.2. **Notification and Authorization.** CM shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CM's control. CM shall obtain written authorization from the DISTRICT before rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. Material PROJECT Scope Changes. Services required or necessary as a result of significant changes in the PROJECT scope or other requirements of the PROJECT, including PROJECT size, quality, or complexity or material changes to the Master Construction Schedule.
 - b. Termination/Default of Architect or Contractor. Services required or necessary as a result of the default or termination of the Architect or the Contractor, failure of Performance of the Contractor, or major defects or deficiencies in the work of the Contractor.
 - c. Damage or Destruction to PROJECT. Except to the extent caused by the CM, services and consultation associated or necessitated by damage or destruction to the PROJECT prior to completion by an act of God, fire or other casualty.
 - d. Furniture Systems. Services related to furniture systems, facilities or equipment not included within the scope of the PROJECT.
 - e. Investigation of Existing Conditions. Services to investigate existing conditions or facilities or to provide measured drawings thereof.
 - f. Furniture, Furnishings, Equipment Not in PROJECT Scope. Service in connection with the DISTRICT's selection, procurement or installation of furniture, furnishings or equipment not included within the scope of this PROJECT.
- 3.3. **Compensation for Additional Services.** If the duration of CM services is extended, due to the DISTRICT's need for Additional Services, the CM shall be entitled to additional compensation as set forth in Exhibit A. Escalation may be applied to services performed beyond the duration of the original Contract at a rate negotiated between the DISTRICT and CM. The CM shall provide a written request for such escalation with analysis of anticipated resource expenditure to the DISTRICT in a format pre-approved by the DISTRICT.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation CM's performance of the service required hereunder and DISTRICT's payment of all sums due to CM.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the CM for **9 months**. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CM actions.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Exhibit "A".
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to CM of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. **CM Indemnity of District.** CM shall indemnify, defend and hold harmless the Indemnified Parties from all claims, demands, liabilities, actions and causes of action arising out of this Agreement, including without limitation, claims for bodily injury, death, physical property damage (other than to the work of the PROJECT itself and property damage covered by a Builders Risk Insurance obtained by the Contractor) and demands, losses, liabilities or other claims arising out of CM's services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT's Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the DISTRICT. The CM's obligations hereunder shall survive termination of this Agreement and the completion of obligations hereunder, until barred by the applicable statute of limitations.
- 5.2. **Hold Harmless.** To the fullest extent permitted by law, CM agrees to indemnify and hold DISTRICT, and it board of Trustees, officers, employees and agents, entirely harmless from all liability arising out of:
 - a. **Workers Compensation and Employer's Liability.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to CM's employees or his/her subcontractor's employees arising out of CM's work under this AGREEMENT including a waiver of subrogation; and
 - b. **CM Negligence.** Any and all claims for damages costs and/or charges caused by CM's negligent acts, errors and/or omissions, recklessness or willful misconduct in the performance of his/her obligations as stated in this AGREEMENT, or the negligent acts, errors and/or omissions, recklessness or willful misconduct of CM's CMs, employees or agents in the performance of their obligations under this AGREEMENT. The coverages of such indemnification shall include, without limitation attorneys' fees and court costs incurred by DISTRICT with regard thereto. Said indemnity is intended to apply during the period of this AGREEMENT of CM's performance and shall survive the expiration or termination of this AGREEMENT until such time as any matter covered by such indemnity is barred by the applicable statute of limitations.
- 5.3. **Purchase and Maintain Insurance.** CM shall purchase and maintain insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to DISTRICT policies of

insurance, which will protect CM and DISTRICT from claims which may arise out of or result from CM's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:

- a. Workers' Compensation and Employers Liability Insurance. CM shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts under which CM may be liable. CM shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by CM. The Employer's Liability Insurance required of CM hereunder may be obtained by CM as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CM hereunder.
- b. Comprehensive general and auto liability. CM shall purchase and maintain Commercial General Liability and Property Insurance as will protect CM from the types of claims set forth below which may arise out of or result from CM's services under this Agreement and for which CM may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CM's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by CM, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance of use of a motor vehicle; (v) contractual liability insurance applicable to CM's obligations under this Agreement; and (vi) for completed operations.

CM shall purchase and maintain comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:

1. owned non-owned and hired vehicles;
 2. blanket contractual;
 3. broad form property damage;
 4. products/completed operations; and
 5. personal injury.
- c. Additional Insured. Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CM hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance. Each policy of insurance stated in (a) and

(b) above shall state that not less than thirty (30) days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CM shall notify DISTRICT in the event of material change in, or failure to renew, each policy.

- 5.4. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 5.5. **Insurance Evidenced.** Prior to commencing work, CM shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CM fails to secure or maintain any policy of insurance required hereby excepting professional liability, DISTRICT may, at its sole discretion, secure such policy of insurance in the name of and for the account of CM, and in such event CM shall reimburse DISTRICT upon demand for the cost thereof.

5.6. **Coverage Amounts**

Insurance Policy	Minimum coverage Amount
Workers Compensation	In accordance with applicable law
Employers Liability	One Million dollars (\$1,000,000)
Professional Liability	One Million (\$1,000,000) per occurrence and One Million dollars (\$1,000,000) project specific in the aggregate

ARTICLE 6 COMPENSATION TO THE CM

The DISTRICT shall compensate the CM as follows:

- 6.1. **Contract Price for Services.** The Contract Price for the CM’s performance of the Services under this Agreement shall consist of the following lump sum prices:
- | | | |
|----|--|------------------|
| a. | Average Monthly Rate for Construction Manager (\$24,473*9 months) | \$220,257 |
| b. | Job Site Overhead/General Conditions Costs (included in avg mo rate above) | |
| c. | District controlled allowance | <u>\$25,000</u> |
| d. | TOTAL | \$245,257 |
- 6.2. **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CM, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Services, except for Allowable Reimbursable Expenses described in this Agreement. At no time shall meals be considered a reimbursable

expense. The items and services identified in Exhibit "B" are services included in the CM's compensation for Services as set forth in Article II.

- 6.3. **CM Monthly Billing Statements.** CM shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the immediately prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CM. Services are to be invoiced in 9 equal monthly amounts of \$24,473 for Construction Phase and Post-Construction Phase (Close-out) and Jobsite Overhead Costs.
- 6.4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District's receipt of CM's billing invoices, DISTRICT will make payment to CM of undisputed amounts of the Contract Price due for Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CM hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Contractor.
- 6.5. **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CM hereunder if CM shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed by the CM under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CM and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for CM services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CM's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of CM's services is exceeded or extended through no fault of the CM, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Exhibit (attached with Sample Agreement) or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the CM and CM's employees and CMs in the interest of the PROJECT shall have prior DISTRICT written approval before incurred and records of such expenses shall be provided to DISTRICT for the DISTRICT's review. The District shall not be liable to CM for any costs or expenses paid or incurred by CM in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing.

- a. Reimbursable expenses are in addition to compensation for Services and Additional Services and include expenses incurred by the CM and CM's employees and CMs in the interest of the PROJECT.
- b. Reimbursable expenses shall be expense of transportation in connection with the PROJECT; expenses in connection with authorized out-of-town travel; long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CM's normal travel expense (including to and from the PROJECT) and meals are excluded.
- c. Expense of reproductions (except those needed for the use of the CM and his or her CMs or identified specifically as a deliverable), postage and handling of Drawings, Specifications and other documents are reimbursable upon DISTRICT's prior written approval.
- d. If authorized in advance in writing by the DISTRICT, expense of overtime work requiring higher than regular rates will be reimbursed.
- e. Expense of renderings, models and mock-ups requested by the DISTRICT if not part of CM's Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of 1.05 times the expenses incurred by the CM, the CM's employees and CMs in the interest of the PROJECT.
- g. For additional services of CMs, compensation shall be computed at a multiple of 1.05 times the amounts billed to the CM for such services.

ARTICLE 7 CM'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The documents prepared by the CM for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CM grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CM pursuant to this AGREEMENT.
- 7.2. **Documentation.** The CM shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CM and Contractor during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The CM shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3. **Electronic Copy of Documents.** The CM shall perform the work under this agreement and shall deliver electronic copy of all reports and documentation via CD or DVD in PDF format upon completion of each of the three phases, preparation to enter into construction, construction, and post construction. If work is terminated prior to completion, a copy of the work completed to date shall be provided to the DISTRICT.

- 7.4. **Copyright/Trademark/Patent.** CM understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except CM shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CM consents to use of CM's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CM only for services satisfactorily rendered to the date of termination. Thirty (30) day written notice by DISTRICT shall be sufficient to stop performance of services by CM. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CM or no later than three days after the day of mailing, whichever is sooner.
- 8.2. **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CM; or (b) any act by CM exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CM is adjudged a bankrupt, CM makes a general assignment for the benefit of creditors or a receiver is appointed on account of CM's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within ten (10) days after service of such notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this AGREEMENT shall upon the expiration of the ten (10) days cease and terminate. In the event of such termination, the DISTRICT may secure the required services from another contractor. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CM. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4. **Suspension of PROJECT.** The District may suspend this Agreement at any time without penalty by written notice to CM of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CM not less than fifteen days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than ninety consecutive days, the CM shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CM's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CM's services.

- 8.5. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CM shall be compensated for services satisfactorily performed prior to the abandonment and CM may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6. **Non Payment.** The DISTRICT's failure to make payments to the CM in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CM.
- a. In the event the DISTRICT fails to make timely payment, the CM may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT.
 - b. Unless payment in full is received by the CM within 7 days of the date of the notice, the suspension shall take effect without further notice.
 - c. In the event of a suspension of services, the CM shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. **CM Compensation.** The CM shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CM. The DISTRICT shall pay the CM only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8. **Liability for District Damages.** In the event of termination due to the fault of CM, CM shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CM is liable for all damages suffered by the DISTRICT due to CM's failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1. **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CM agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CM agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and CM agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the CONTRACTOR, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall

not constitute consent to arbitration of any dispute not described therein or with any person not named therein.

- b. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.
- c. Notice of demand for arbitration shall be filed in writing with the other party to this AGREEMENT in accordance with the rules of the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based upon such claim, dispute or other matter in questions would be barred by the applicable statutes of limitation.
- d. In any judicial proceeding to enforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 U.S.C. Section 4 Federal Arbitration act and such issues shall be determined by the court without a jury. All other issues, such as, but not limited to, arbitrability, prerequisites to arbitration, compliance with contractual time limitations, applicability of indemnity clauses, clauses limiting damages and statutes of limitation shall be for the arbitrators whose decision thereon shall be final and binding. There shall be no interlocutory appeal of an order compelling arbitration.
- e. The award rendered by the arbitrators shall be final and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.
- f. Unless otherwise provided, this Agreement shall be governed by the law of the state and county where the Project is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the CM full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria. The DISTRICT shall provide the CM with the Project Construction Budget for review and acceptance by the CM. At the written request of the CM, District shall provide CM copies of any documents related to the Project.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CM. Unless modified by written notice by the DISTRICT to the CM, the DISTRICT Representative is:

David Schiermeyer, Project Manager
- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the CM if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the CM of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Tests/Inspections.** The DISTRICT shall: (a) retain an Inspector ("Inspector") to provide construction observations and inspections as required by applicable laws, codes, rules, regulations, or ordinances; and (b) retain Test/Inspection Service Providers to conduct Construction Phase tests/inspections of materials/equipment forming a part of the Project as required by applicable

laws, codes, rules, regulations, or ordinances. The foregoing notwithstanding, the Services of the CM include assistance to the DISTRICT in identifying, selecting, and retaining the Inspector and Test/Inspection Service Providers.

- 10.5. **DISTRICT Consultants**. Except to the extent of design consultants retained by the Architect, other consultants required or desired by the DISTRICT in connection with the Project shall be retained and paid for by the DISTRICT. Such other consultants include, but may not be limited to, legal counsel, insurance/surety consultants, audio-visual equipment/installation consultants, and hazardous material assessment & abatement consultants.

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action**. CM agrees that CM will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws**. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CM agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CM, CM's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **CM Accounting Records**. Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CM, including, but not limited to the costs of administration of this Agreement, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of three (3) years after final payment is made under this agreement. During this time, CM shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.
- 11.4. **Review, Approval or Acceptance**. Review, approval or acceptance of CM's work whether by DISTRICT or others, shall not relieve CM from responsibility for errors and omissions in CM's work.
- 11.5. **Cumulative Rights; Non Waiver**. Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CM to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 11.6. **Definitions**
- a. **Contract**. A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
 - b. **Contractor**. A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.

- c. Design Documents. The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
 - d. Architect. The Architect is gkkworks. References to the Architect include Jeff Fuller, and its managers retained to prepare or provide any portion of the Design Documents.
 - e. Submittals. Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
 - f. Site. The physical area for construction and activities relating to construction of the PROJECT.
 - g. Construction Contract Documents. The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
 - h. Substantial Completion. Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
 - i. Final Completion. Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.
- 11.7. **Employment with Public Agency**. CM, if an employee of another public agency, agrees that CM will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. **Governing Law**. This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.9. **Independent Contractor**. CM, in the performance of this AGREEMENT, shall be and act as an independent contractor. CM understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which

DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CM assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CM shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CM's employees.

- 11.10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CM and DISTRICT hereunder.
- 11.11. **Non-Assignment.** The DISTRICT and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT. The obligations of the CM pursuant to this AGREEMENT shall not be assigned by the CM. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CM. The sale or transfer of a majority membership interest in CM firm or the admission of new member to the CM firm which causes there to be a change in majority ownership and/or control of CM firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 11.12. **Permits/Licenses.** CM and all CM's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.14. **Communications** between the parties shall be sent to the following addresses:

DISTRICT
David Schiermeyer
Project Manager
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
dschiermeyer@socccd.edu

CM
Rick Fochtman
Vice President
Bernards
2569 McCabe Way
Irvine, Ca. 92614
rfochtman@bernards.com

Dr. Debra Fitzsimons
Vice Chancellor, Business Services
South Orange County
Community College District

28000 Marguerite Parkway
Mission Viejo, CA 92692
dfitzsimons@socccd.edu

- 11.15. **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect
- 11.16. **Entire Agreement/Amendment.** This AGREEMENT and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CM and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CM.
- 11.17. **Binding Agreement.** The DISTRICT and CM, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

This AGREEMENT entered into as of the day and year first written above.

“DISTRICT”
South Orange County Community College District

“CM”
Bernards

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Rick Fochtman
Vice President

(Date)

(Date)

95-2920045

(Taxpayer number)

Exhibit A

The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The hourly rates reflected below shall be effective as of the date of execution of this Contract and shall be revised each twelve (12) months; thereafter based upon changes in the Consumer Price Index for the previous twelve month period, using the CPI for the geographical area of the CM.

<u>CM Services</u>	<u>Fee per Hour</u>
Project Executive	\$190
Senior Construction Manager	\$150
Construction Manager	\$131 / \$187 OT
Assistant Construction Manager	\$97
Project Engineer	\$85
Project Coordinator	\$61
General Superintendent	\$190
Scheduler / Project Planner	\$117
Estimator	\$105
Safety Director	\$108
Virtual Construction /BIM Specialist	\$81

Exhibit B

General Conditions Items for CM's Jobsite Offices

Jobsite Trailer – provided by contractor

Task chairs - provided by contractor

Desks – provided by contractor

Conference table – provided by contractor

Chairs for conference table – provided by contractor

(1) Five drawer file cabinet – provided by contractor

Internet Connection – provided by District

Computers and necessary software – provided by Construction Manager

Printer/Fax/Scanner/Copier – provided by the Construction Manager

Phone line/Phone – provided by the District

Cell Phones – provided by the Construction Manager

Bottled Water Service – provided by the Construction Manager

Hard Hats/ PPE – each provides own

First Aid Kit – provided by the contractor

All necessary office supplies – provided by the Construction Manager

Trash service/trailer cleaning – provided by the contractor

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College, Sciences Building Project, Change Order No.3, C.W. Driver

ACTION: Approval

BACKGROUND

On October 28, 2013, the Board of Trustees approved a \$53,844,044 Guaranteed Maximum Price construction contract with C.W. Driver for the Saddleback College Sciences Building project. On April 27, 2015, the board approved Change Order No. 1 reducing the guaranteed maximum price by \$218,772 for a revised contract amount of \$53,625,272. On July 20, 2015, the board approved Change Order No.2 increasing the guaranteed maximum price by \$1,254,849 for a revised contract amount of \$54,880,121.

The college began investigating a new audio/visual standard with the installation of a new system in the MSE auditorium classroom. The Sciences building construction was concurrent with the college's effort to evolve that standard. The college Director of Technology Services/Broadcast Systems requested college administration support a revision from the previous standard to the new standard in the Sciences Building.

STATUS

College administration indicated the new standard was to be included in the Sciences building and the project team: architects, contractors and construction and project managers began the complicated process of modifying an integral component of the building during construction. This endeavor was somewhat complicated because portions of the original design were installed and needed to be removed and replaced immediately to avoid major project delay. Additionally, certain aspects of the college standard were in flux and the project team worked with the college up to the last possible minute in order that the Sciences building would incorporate the new standard. As a result, work commenced on a time and material basis while the change order was negotiated. That negotiation resulted in the costs and the schedule delay reflected in the first item of this change order request.

Contract modifications are contained in Change Order Request No.3 (EXHIBIT A). Approval of Board Change Order No.3 will increase the contract amount by \$665,512, for a revised contract amount of \$55,545,633.

Funds are available in the Saddleback College Sciences Building project budget with an approved basic aid project budget of \$67,358,346. However, given this is a scope change to the original design, it may be necessary for the college to contribute funding for this work. That evaluation is underway.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Board Change Order No.3 (EXHIBIT A) for the Saddleback College Sciences Building project and authorize staff to execute the corresponding change order with the contractor resulting in an increase of \$665,512 in the total project cost. The revised contract amount is \$55,545,633.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
 Sciences Project at Saddleback College
 Board Change Order No. 3
 January 25, 2016

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved CORs	BCO NO. 3 COR Total	REVISED CONTRACT AMOUNT
2012	General Contractor	C.W. Driver		\$54,880,121	\$1,036,077	\$665,512	\$55,545,633
		2 Technology Drive, Suite 100 Irvine, CA 92618	TOTAL	\$54,880,121			\$55,545,633

PCO No.	Date	Description	Requested	Status	Amount	Added Days
166-R1	12/18/15	ASI-22R3-Audio/Visual system modifications	By College	Reviewed	\$645,047	19
211	11/17/15	Dome control panel relocation	By College	Reviewed	\$1,882	0
217	7/31/15	RFI-0671-Concrete swale site ramp E	By District	Reviewed	\$7,002	0
246	8/6/15	Unforeseen Over-excavation at Observatory Curb	By District	Reviewed	\$3,560	0
261	9/18/15	RFI-0521-Concrete V-Ditch at Observatory	By District	Reviewed	\$8,021	0
		Total			\$665,512	19

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Sciences Building Project, Use of Multiple Award Contracts for Furniture Purchases

ACTION: Approval

BACKGROUND

On February 28, 2011, the Board of Trustees approved an agreement with Dougherty & Dougherty Architects, LLP (D & D) to provide architectural services for the Sciences Building project at Saddleback College which included furniture consultant services. D & D facilitated district and college staff with furniture recommendation, vendor evaluation and selection from September 2015 through January 2016.

Pursuant to Public Contract Code Section 10298, the District can utilize contracts awarded by the California Department of General Services (DGS) through its California Multiple Award Schedules (CMAS). District staff has determined that the contracts awarded by the DGS to the vendors listed in EXHIBIT B meet the needs of the district. District staff has reviewed the terms and conditions of the contracts, along with the prices which were discounted for the district, and finds it is in the best interest of the district to use these CMAS contracts.

STATUS:

Contracts listed in EXHIBIT A are available for review in the Facilities Planning and Purchasing Department. Total cost of the equipment and furniture, including this request and future requests associated with furniture, IT and equipment procurement for the Sciences Building project is anticipated at approximately \$2,000,000.

Basic aid funds are available in the project budget of \$58,835,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the use of the listed CMAS contracts (EXHIBIT A) for furniture purchases. This approval applies to purchases made within the term of each contract and is contingent upon verification of the availability of funds for each purchase. Costs associated with the use of these contracts for the Sciences Building project are expected to be no greater than \$600,000.

Contractors	Authorized Reseller/Vendor	Contract Number/Agency	Discount	Expiration
Allseating Corporation	System Source, G/M Business Interiors, United Interiors, Tangram Interiors	4-14-71-0102A	60-64% ¹	4/30/2018
Allsteel, Inc.	Allsteel, Inc.	4-14-71-0087A, Supplement No. 7	59.7-76.8% ²	12/31/2018
Humanscale Corporation	Keller Group, Inc.	4-09-75-0035A, Supplement No. 1	50-59.5% ^{1, 2}	6/30/2017
KI/Krueger Commercial, Inc.	KI/Krueger Commercial, Inc.	4-09-71-0075B, Supplement No. 1	47.5-53.5% ²	9/30/2019
National Office Furniture, Inc.	Corporate Business Interiors, G/M Business Interiors, Interior Office Solutions, Om Workspace Irvine, System Source, United Interiors	4-11-71-0119A	60-62% ¹	6/30/2016

¹This range indicates discounts dependent upon volume

²This range indicates discounts based on various product types

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-4002.1 Authorization for Employment, BP-4000 Authorization for Employment

ACTION: Discussion / Approval

BACKGROUND

Board policies and administrative regulations are periodically reviewed to ensure that they are satisfactory, meet the District's needs, and are in compliance with current laws and regulations.

STATUS

Two board policies are presented to the Board of Trustees for "Discussion / Approval." The new language to the board policy was reviewed and revised by the District's Board Policy and Administrative Regulation Advisory Council and includes collegial consultation with the Academic Senates, pursuant to Title 5 Section 53200 et. seq.

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on December 3, 2015 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the board policies, as shown in EXHIBIT A through B.

BOARD POLICY

4002.1

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

AUTHORIZATION FOR EMPLOYMENT

DELETE Move language to BP-4000 and retitle AUTHORIZATION FOR EMPLOYMENT

~~The Board of Trustees authorizes all employment and all employment transactions per California Education Code. The Board of Trustees hereby delegates to the Chancellor authority to employ persons in all positions. All actions to employ and all employment transactions shall be reported to the Board of Trustees at its next regular meeting. All subsequent employment transactions shall be approved or ratified by the Board of Trustees.~~

Reference:

~~—California Education Code Sections 70902(d), 72411, 87604, 88003~~

Adopted: 8-17-92

Revised: 6-17-13

Revised: 4-26-99

Revised: 1-20-04

Revised: 5-24-04

Revised: 1-31-05

Reviewed by BPARAC & Chancellor on 2-27-12. No recommended change to policy
--

BOARD POLICY

4000

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

PERSONNEL/HUMAN RESOURCES

AUTHORIZATION FOR EMPLOYMENT

~~Pursuant to the provisions of California Education Code, Section 70902 (b)(4), the Board of Trustees is the employer of all District personnel.~~

The Board of Trustees authorizes all employment and all employment transactions per California Education Code. The Board of Trustees hereby delegates to the Chancellor authority to employ persons in all positions. All actions to employ and all employment transactions shall be reported to the Board of Trustees at its next regular meeting. All subsequent employment transactions shall be approved or ratified by the Board of Trustees.

Reference:

California Education Code Sections 70902(d),

Adopted: 1-26-68
Revised: 7-01-74
Revised: 4-10-89
Revised: 4-11-94
Revised: 4-26-99
Revised: 9-26-05
Reviewed: 10-13-10

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: CCCT Board of Directors Nomination

ACTION: Approval

BACKGROUND

The California Community College Trustees (CCCT) was conceived with the idea that all community college trustees in California, joined together in one organization, could successfully work to preserve and improve California's quality, community-based, locally-governed colleges. The CCCT Board of Directors consists of twenty-one members, including a non-voting Student Trustee Director, and meets five times a year.

STATUS

From January 1 through February 16, 2016, nominations for membership on the CCCT Board of Directors will be accepted in the League office. Nominations are to be made by each District Board of Trustees who are members of CCCT, and each District may nominate only members of its board. Each nominee must have consented to be nominated, and only one Trustee per District may serve on the Board. During the election period between March 10 and April 25, 2016, each member District will have one vote for each vacancy on the CCCT board who will serve three-year terms. Eight persons will be elected to the board this year; six incumbents are eligible to run for re-election, one seat is open due to a board member who will resign from the CCCT board in the Spring; and one seat is being vacated by a board member who did not win re-election at the district level in November. The newly elected members of the Board will assume their responsibilities at the conclusion of the annual conference on May 1, 2016, and the President of the CCCT board will administer the Oath of Office at the June 17-18, 2016 meeting in Sacramento.

RECOMMENDATION

It is recommended that the Board of Trustees determine if they wish to make any nominations for membership on the CCCT Board of Directors, and, if so, approve the nomination(s) for transmittal to the CCCT office as shown in Exhibit A.

Item Submitted By: *Gary L. Poertner, Chancellor*



Date: December 11, 2015
To: California Community College Trustees
California Community College Chancellors/Superintendents
From: Larry Galizio, President & CEO, Community College League of California
Subject: CCCT Board Election - 2016

The California Community College Trustees (CCCT) board serves a major role within the Community College League of California. Meeting five times a year, the twenty-one member board provides leadership and direction to ensure a strong voice for locally elected governing board members.

Nominations for membership on the CCCT board will be accepted in the League office from January 1 through February 16, 2016. Nominations are to be made by member district boards of trustees, and each district may nominate only members of its own board.

Each nominee must be a local community college district trustee (other than the student trustee) and must have consented to the nomination. Only one trustee per district may serve on the board.

An official Biographical Sketch Form and Statement of Candidacy **must** accompany the Nomination Form mailed to the League office, and *please use only these forms*. Although not required, it is recommended that nomination materials be sent via certified mail, return receipt requested. Faxed and/or electronically mailed materials will **not** be accepted.

The election of members of the CCCT board will take place between March 10 and April 25, 2016. Each member district board of trustees will have one vote for each open seat on the CCCT board. CCCT board members are elected for three-year terms. No CCCT board member shall serve more than three (3) full terms consecutively.

For 2016, eight persons will be elected to the CCCT board. There are six incumbents eligible to run for re-election; one seat is open due to a board member who will resign from the CCCT board in the Spring; and one seat is being vacated by a board member who did not win re-election at the district level in November.

Election results will be announced at the CCCT annual conference in May. The newly elected members of the board will assume their responsibilities at the conclusion of the annual conference (May 1, 2016), and the President of the CCCT board will administer the Oath of Office at the June 17-18, 2016 meeting in Sacramento.

If you have any questions about the CCCT board election process, please contact Judy Centlivre (916-444-8641 or jcentlivre@cclleague.org) at the League office.

Attachments: (mailed only to CCC Chancellors/Superintendents)
Official Nominating Form
Official Biographical Sketch Form
Official Statement of Candidacy
CCCT Board Roster



**CCCT BOARD
NOMINATION FORM
2016**

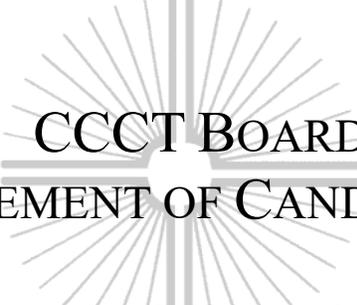
Must be returned to the League office **postmarked no later than February 16, 2016**, along with the statement of candidacy and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

Mail to:
**CCCT Board Nominations
Community College League of California
2017 "O" Street
Sacramento, CA 95811**

The governing board of the _____ Community
College District nominates _____ to be a
candidate for the CCCT Board.

This nominee is a member of the _____ Community
College District governing board, which is a member in good standing of the Community College League of
California. The nominee has been contacted and has given permission to be placed into nomination.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board



CCCT BOARD
STATEMENT OF CANDIDACY

Must be returned to the League office **postmarked no later than February 16, 2016** along with the nomination form and biographic sketch form. **Faxed and/or electronically mailed material will not be accepted.**

CANDIDATE'S NAME: _____ DATE: _____

What do you see as the major issues and activities that should be considered by CCCT and the League in the next two years? **(50 words or less; any portion of the statement beyond this limit will not be included.)**

What do you feel you can contribute in these areas? **(50 words or less; any portion of the statement beyond this limit will not be included.)**



CCCT BOARD
BIOGRAPHIC SKETCH FORM

Must be returned to the League office **postmarked no later than February 16, 2016**, along with the nomination form and statement of candidacy. **Faxed and/or electronically mailed material will not be accepted.**

PERSONAL

Name: _____ Date: _____

Address: _____

City: _____ Zip: _____

Phone: _____ (home) _____ (office)

E-Mail: _____

EDUCATION

Certificates/Degrees: _____

PROFESSIONAL EXPERIENCE

Present Occupation: _____

Other: _____

COMMUNITY COLLEGE ACTIVITIES

College District Where Board Member: _____

Years of Service on Local Board: _____

Offices and Committee Memberships Held on Local Board: _____

State Activities (*CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc*) _____

National Activities (*ACCT and other organizations, boards, committees, etc.*): _____

CIVIC AND COMMUNITY ACTIVITIES

OTHER



**CALIFORNIA COMMUNITY COLLEGE TRUSTEES
2015-16 BOARD ROSTER**

SALLY BIGGIN
Redwoods CCD

JERRY HART
Imperial CCD

STEPHEN BLUM
Ventura County CCD

BRENT HASTEY
Yuba CCD

LAURA CASAS
Foothill DeAnza CCD

PAMELA HAYNES
Los Rios CCD

STEPHAN CASTELLANOS
San Joaquin Delta CCD

LOUISE JAFFE
Immediate, Past-President
Santa Monica CCD

NANCY CHADWICK
Palomar CCD

BERNARD "BEE JAY" JONES
Allan Hancock Joint CCD

JANET CHANIOT
President
Mendocino-Lake CCD

SUSAN KEITH
Citrus CCD

PAT CORDOVA GOFF
Student Member
Citrus CCD

JIM MORENO
Coast CCD

DON EDGAR
Sonoma County CCD

MANNY ONTIVEROS
North Orange County CCD

PAUL GOMEZ
1st Vice President
Chaffey CCD

DOUGLAS OTTO
2nd Vice President
Long Beach CCD

ADRIENNE GREY
West Valley-Mission CCD

ANN RANSFORD
Glendale CCD

CY GULASSA
Peralta CCD

LINDA WAH
Pasadena CCD

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Academic Personnel Actions – Regular Items
ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

Those academic personnel actions shown in Exhibits A and B are presented to the Board of Trustees for approval/ratification to be effective on the dates as shown on the Exhibits.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the academic personnel actions as shown in Exhibits A and B.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. ADMINISTRATIVE EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. ENGELS, MICHAEL, ID #15360, is to be employed as Interim Dean of Counseling Services (In-house, Promotional), Pos #5215, Division of Counseling Services, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 22, Step 1, effective January 13, 2015. Michael Engels is on leave from his full-time Counselor position, Division of Counseling Services, Saddleback College. This is a temporary, interim replacement position for Jerilyn Chuman, who retired.
- b. GUY, GEORGINA, ID #16030, is to be employed as Interim Dean of Transfer, Career, and Special Programs (Temporary, In-house & Promotional), Pos #7058, Office of Student Services, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 22, Step 4, effective January 11, 2016. Dr. Guy is on leave from her full-time EOPS Coordinator position, Division of Counseling Services and Special Programs, Saddleback College. This is a temporary, interim replacement position for Terence Nelson.
- c. KLEIN, JENNIFER, is to be employed as Director of Research, Planning, and Accreditation, Pos #4629, Academic Administrator Salary Range 19, Step 1, Office for Institutional Effectiveness, Saddleback College, effective January 11, 2016. This is a replacement position for Caroline Durdella. (Exhibit B, Attachment 1)
- d. MCDONALD, CHRISTOPHER, is to be employed as Assistant Vice President for Institutional Effectiveness, Pos #6564, Office of the Office of Institutional Effectiveness, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 23, Step 7, effective February 1, 2016. This is a new position approved by the Board of Trustees on July 20, 2015. (Exhibit B, Attachment 2)

2. ACADEMIC EMPLOYMENT (Ratified – Pursuant to Board Policy 4002.1)

- a. WHITMORE, DESIRE, is to be employed as Laser Technology Instructor, Pos #5130, School of Physical Sciences and Technologies, effective February 17, 2016. Approximate Salary Placement: Class V, Step 1. This is a new position approved by the Board of Trustees on October 27, 2014. (Exhibit B, Attachment 3)

3. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Allen, Amy	MA/Dance	Dance/IVC	II	01/19/16
Andrews, Ingrid	MA/Human Dev.	Child Dev./IVC	II	01/19/16

A. NEW PERSONNEL APPOINTMENTS - Continued

3. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Bedard, Barton	MBA/Accounting	Accounting/IVC	II	01/19/16
Benoe, Edward	MS/Taxation	Accounting/IVC	II	01/19/16
¹ Bortis, Michael	MS/Mathematics	Mathematics/SC	II	01/19/16
² Bothwell, Dustin	MS/Physical Ed.	LRC/SC	III	01/19/16
Bruckman, Daniela	PHD/Biology	Biology/IVC	V	01/19/16
Carlisle, Donald	MS/Economics	Economics/SC	II	01/19/16
Conte, Therese	MFA/Arts-Painting	Art/IVC	II	01/19/16
Cruz Santoyo, Maria	MA/Ling. TESOL	ESL/IVC	II	01/19/16
Doherty, Matthew	MS/Biology	Biology/SC	II	01/19/16
Ebrahimi, Pasha	PHD/Chemistry	Chemistry/SC	V	01/19/16
Garcia, Jennifer	MS/Edu. TESL	ESL/IVC	II	01/19/16
³ Gillane, Paul	MA/Psychology	Human Svcs/SC	III	01/19/16
Hammond, Jaime	MFA/Dance	Dance/IVC	II	01/19/16
Harvey, Kirsten	MFA/Dance	Dance/IVC	II	01/19/16
Heinze, Amy	MA/English	English/IVC	IV	01/19/16
Hopkins, Hilary	MFA/Textiles	Art/SC	II	01/19/16
Ith, Phatana	MA/Communications	Speech/SC	II	01/19/16
Jacob, Brian	MA/English	English/IVC	II	01/19/16
Jankovic, Teresa	MFA/Dance	Dance/IVC	II	01/19/16
Johansen, Gregory	BS/Horticulture	Horticulture/SC	I	01/19/16
Kalscheur-Suarez, A.	PhD/Spanish	Foreign Lang./IVC	V	01/19/16
Karunaratne, Nuwan	PhD/Physics	Physics/IVC	V	01/19/16
Kellman, Sophia	MA/Foreign Lang.	Learning Ctr/IVC	II	01/19/16
Lustig, Steven	MA/Education	Graphic Comm./SC	II	01/19/16
Meleika, Ilva	PhD/Bioinformatics	Biology/IVC	V	01/19/16
Miskell, Karen	MA/Music	Music/IVC	II	01/19/16
Monroe, Craig	BA/Business Mgmt.	Drafting/IVC	I	01/19/16
Nichols, Peggy	BFA/Painting & Print	Emeritus/SC	I	01/19/16
Roman, Selene	MA/Guid. Couns.	Counseling/SC	II	01/19/16
Rasch, Kaylan	MA/Counseling	Counseling/SC	II	01/19/16
Salomone, Tricia	MA/Art History	Art History/IVC	II	01/19/16
Scarfone, Eufemia	MS/TESOL	ESL/IVC	II	01/19/16
Stewart, Alexander	PhD/Anthropology	Anthropology/SC	V	01/19/16
Sutton, Naomi	MA/Fashion & Textile	Fashion/SC	II	01/19/16
Van Guilder, R.	MA/Edu. – Math	Mathematics/IVC	II	01/19/16
Zheng, Zhong	PhD/Physics	Physics/IVC	V	01/19/16

¹ Brother of Daniel Bortis, Part-time Mathematics Instructor at Saddleback College.

² SOCCCD Part-time Faculty approved by the Board of Trustees to teach Kinesiology on July 20, 2015.

³ CalSTRS Retiree.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

EQUIVALENCY

As outlined in the Academic Hiring Policies, Division 1, Part 4, Section 3B, Review of Equivalent Minimum Qualifications, members of the hiring committee, including faculty with discipline expertise, have met and rendered an affirmative decision that each recommended candidate possesses the educational background equivalent to the minimum qualifications for each respective position. As such, the following individuals are submitted for approval/ratification as part-time instructors under Equivalencies as outlined in the Title 5 Regulations and Minimum Qualifications, Article 2, Section 53430.

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
⁴ Agortsas, Alexander	BS/Business Admin.	Health/IVC	II	01/19/16

Equivalency is based on professional experience in the discipline and the awarding of a Master's Degree (December 2015) in a discipline directly related to this assignment. Mr. Agortsas' degree, and previous teaching and instructional assistance experience at IVC within the School of Kinesiology, Health & Athletics, includes a significant percentage of the content pertinent to this assignment. Of critical importance is his American Red Cross certification in this exact content, in which he is currently enrolled and attending and will be awarded prior to the beginning of this assignment.

Ahmadpanah, Seyed	MD/Foreign Eval.	Biology/IVC	V	01/19/16
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Equivalency is based on a Doctor of Medicine degree in Biology from Firoozgar Hospital Medical Center at the Ahwaz University, Iran. His thesis is titled "Diabetes Mellitus in Pediatric Patients, Children's Hospital Medical Center, Tehran, Iran". In 2005, Dr. Seyed received his United States Medical Licensing Examination from the Commission for Foreign Medical Graduates in Philadelphia, Pennsylvania. Dr. Seyed has been teaching Anatomy and Physiology at various institutions in the United States since 2006.

Allevi, Kirsten	MS/Occ. Theraphy	DS/PS/SC	V	01/19/16
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Equivalency is based on a Bachelor of Arts Degree in Psychology from Cal Poly San Luis Obispo and a Master of Occupational Therapy Degree from Cal State Dominguez Hills. Ms. Allevi has had clinical experience with pediatric and adults with disabilities as an occupational therapist employing exercise intervention techniques to maximize these individuals functional mobility and quality of life. For the last two years, Ms. Allevi has been teaching group classes to "disabled" and "able-bodied" students and is a certified Yoga instructor.

⁴ SOCCCD Part-time Faculty approved by Board of Trustees to teach Kinesiology on September 28, 2015.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

Applicant	Highest Degree	Assignment	Approx. Salary Placement	Start Date
Babiar, Ryan	Doctorate/Chiropractic	Biology/IVC	V	01/19/16

Equivalency is based upon completion of a Doctorate of Chiropractic from National College of Chiropractic. Dr. Babiar received his Bachelor of Science in Human Biology from National College of Chiropractic and his undergraduate in premedical studies from Arizona State University. Dr. Babiar has been teaching anatomy and physiology for non-majors at various colleges in Orange County for the last six years as an adjunct instructor.

Blasius, Mary	MS/Biology	Marine Science/IVC	II	01/19/16
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Equivalency is based on a Bachelor's Degree in Biology from the University of California, Irvine and a Master's Degree from California State University, Long Beach. Ms. Blasius' undergraduate experience includes research into the atmospheric chemistry of the Pacific Air Mass. Her graduate work focused on analysis of chemicals in seawater (e.g. DDT, PCB's) and their effect on marine organisms. She was awarded a UC Regent Grant in July, 2015, to study the potential of chemicals in cigarette butts accumulating in the marine environment. Ms. Blasius also has over eight years of experience teaching oceanography at Orange Coast College and Fullerton College, and she works part-time at California State University, Long Beach, in the Integrated Research for Materials, Environment, and Society (IRMES) lab training students in the use of analytical instruments for studies on water gasses and grain-size analysis.

⁵ Bumbesti, Mircea	MA/French	Adult Ed/ESL-SC	V	01/19/16
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Equivalency is based on a Master's Degree in English and Comparative Literature from California State University, Fullerton and a Master's Degree in French from the University of California, Irvine. Mr. Bumbesti also earned a Master's Degree in Film from American University and a Bachelor's Degree in Humanities/International Affairs at Georgetown University. In addition to his extensive educational background, he has studied TESOL at California State University, Fullerton, and has taught ESL at all levels for more than ten years at California English Program in Garden Grove, as well as Saddleback College.

Cunningham, Tara	BA/Liberal Arts	Adult Ed/ESL-SC	I	01/19/16
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Equivalency is based upon a Bachelor's Degree in Diversified Liberal Arts from the University of San Diego, as well as CLAD and CLEAR Multiple Subject Credentials from California State University, Long Beach. Ms. Cunningham currently teaches elementary school in the Tustin Unified School District and is a pre-school/pre-Kindergarten teacher with Present Creators Corner Preschool in Tustin. She has also served as an Early Literacy Consultant and Trainer with the Orange County Commission of Children and Families.

⁵ SOCCCD Part-time Faculty Approved by Board of Trustees to teach French on August 31, 2009.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

Applicant	Highest Degree	Assignment	Approx. Salary Placement	Start Date
Deryck, Frank	BA/Psychology	Psychology/SC	I	01/19/16

Equivalency is based upon Mr. Deryck being an expert at conducting research in psychology and has teaching experience at the university level. Mr. Deryck has completed all of his coursework for the Master's degree needed to meet minimum qualifications for the adjunct position he is being hired for. Mr. Deryck's Master's thesis was completed and turned in but is currently pending approval upon minor revisions. He meets minimum qualifications to teach research methods in the psychology department at Saddleback since he has all the necessary coursework completed, has completed his Master's degree research project (which was approved by his UCI graduate department committee), and his Master's degree will be conferred once all his committee members sign off on the necessary revisions.

Harkins, Mary Kim	MA/Education	Art History/IVC	II	01/19/16
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Equivalency is based upon a Master's Degree in Education. Although her graduate degree is not directly in Art History/Appreciation, she does have a graduate degree in fine art photography and a bachelor's degree in studio art that would require successful coursework in art history and appreciation. In addition, her professional career includes visiting professorships and guest lectures that incorporate topics in the history of photography (proposed assignment). Ms. Harkins' previous academic administrative positions have required her to be familiar with the topics of art survey and appreciation, and her professional curatorial work has also required art historical knowledge.

Hoskins, Ryan	BA/English Literature	Communications/SC	I	01/19/16
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Equivalency is based on a Master's of Fine Arts Degree in Film Production from Chapman University, which Mr. Hoskins is scheduled to receive in Spring 2016. He has already earned 74 units in the discipline. Furthermore, he also studied Film Production for five semesters at Saddleback College and holds a Bachelor's Degree in English Literature with Creative Writing Emphasis.

Jaime, David	JD/Law	Business/SC	V	01/19/16
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Equivalency is based on a J.D. degree from Thomas Jefferson School of Law. Mr. Jaime has ten years of experience in criminal justice. He has taught at Victory Valley Community College; has supervised the largest educational program at Westwood College including 15 faculty, routinely developing curriculum and implementing professional development; and, for Eslinger and Associates, he has trained peace officers in the latest legal developments affecting Standards and Training for Corrections (STC) policies, cultural diversity, anger management, domestic violence, interview, civil liability, victimology, and juvenile/adult law updates. He has developed certification trainings for law enforcement agencies throughout California; is contracted by Pearson Education, Inc. to update legal educational curriculum; has consulted for ITT-Technical Institute on curriculum development; and has developed the Criminal Justice Bachelor's program for California Miramar University.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
⁶ Katsuki, Anna	MA/School Counseling	Counseling/IVC	II	10/12/15

Equivalency is based on a Master of Science degree in School Counseling. Ms. Katsuki worked as a full time professor/counselor at Orange Coast College (OCC) for 19 years. At OCC, she provided educational planning; personal, academic, and career counseling; outreach to high schools; and taught career planning courses.

Lamourelle, Chantal	MA/Erly Chld Ed. Adm Chld Dev. Edu./IVC		II	01/19/16
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Equivalency is based upon a Master's degree in Early Childhood (ECE) Education Administration, which prepared her for work within the Early Childhood field both administratively, as well as on-the-floor directly working with children. Ms. Lamourelle's lower division education was focused on ECE and her experience as a Director of Education in an early childhood museum strongly supports what is taught in the department.

Mendillo, Lynne	BA/Geography	Geography/IVC	I	01/19/16
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Equivalency is based on a Bachelor of Arts degree in Geography from California State University, Fullerton, including 45 units of course work completed towards a Master of Arts degree in Geography. Ms. Mendillo also has work experience teaching Geography 1L at Orange Coast College.

⁷ Shaw-Kingery, Y.	MA/Applied Statistics	Computer Sci./IVC	V	01/19/16
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Equivalency is based upon a Bachelor's and Master's degree in Statistics. In addition, Youlin has extensive community college teaching experience (starting in 2004) as she has taught several computer applications courses, along with providing tutoring and instructional support to a diverse student population in Computer Science programming courses. Ms. Shaw-Kingery has owned, operated, and managed a community information system. She has also worked as a programmer analyst. She is knowledgeable in several programming languages including C, C++, Java and Visual Basic.

⁸ Shomph, Crystal	BA/Drama	Theatre Arts/IVC	I	01/19/16
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Equivalency is based on a Bachelor of Arts in Drama and work experience in the areas of Stage Lighting Design and as a Technical Theatre Technician. Ms. Shomph has worked as a Lighting Designer for the School of the Arts both in Dance and in the Department of Theatre for over five years.

⁶ CalSTRS Retiree

A. NEW PERSONNEL APPOINTMENTS - Continued

3. **ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF** (Ratified - Pursuant to Board Policy 4002.1)

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Takahashi, Hiromi	MA/ TESOL	Japanese/IVC	II	01/19/16

Equivalency is based on a Master Degree in Teaching ESL from Simmons College in Boston. She has a long history of teaching Japanese at the primary and secondary level at the Long Beach Community College and Japan Foundation, as well as at the Pilgrim School in Los Angeles.

Tomlinson, Kristen	BA/Communications	Adult Edu./SC	I	01/19/16
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Equivalency is based on a Bachelor's degree in Communications from California State University Fullerton and an Adult Education Designated ESL teaching credential from the University of San Diego. Ms. Tomlinson anticipates completing her Master's in Education – TESOL from Concordia University, Nebraska, in summer 2016. For the past nine years, she has taught multilevel ESL and Vesl (Vocational English as a Second Language) at Capistrano Unified School District.

Zeidan, Tina	BA/Geology	Geology/SC	I	01/19/16
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Equivalency is based on a Bachelor of Science degree in Geoscience from California State University, Northridge, and two additional years of coursework and research toward obtaining a Master of Science degree from California State University, San Diego, including a completed Master's dissertation with an upcoming defense. Ms. Zeidan has taught labs and discussion sessions for Introductory Oceanography and Physical Geology at University of California, San Diego, and has supervised a team of teaching assistants in Physical Geology.

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Aminzadeh, Roya	PT Counseling Institute/SC	1,086.40	09/04/15-12/04/15
Barlow, Diane	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Binder, Gerald	Guest Lecture Series Speaker/SC	100.00	05/13/16-05/13/16
Brady, Kenneth	Secretary, Academic Senate/SC	*331.00	08/17/15-12/16/15
Brady, Kenneth	Secretary, Academic Senate/SC	3,864.00	01/19/16-05/24/16
Chan, Carlo	Recorder, Academic Senate/IVC	3,483.00	01/11/16-05/26/16
Delson, Cheryl	Co-Chair Accred Subsection 2A/IVC	1,288.00	08/17/16-12/16/15
Delson, Cheryl	Co-Chair Accred Subsection 2B/IVC	3,864.00	08/17/16-12/16/15

*Additional retroactive stipend amount owed per approved 2015-2018 Master Agreement (LHE Rate \$1,288)

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for the 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
⁹ Devon, Bradley	BEES Garden, Outdoor Lrng/IVC	3,483.00	01/19/16-05/23/16
Gonzalez, Frank	Co-Chair, Accreditation Std 4/SC	*857.00	08/17/15-12/16/15
Langrell, Jenny	Co-Chair, Accreditation Std 2/SC	*1,143.00	08/17/15-12/16/15
Lee, Kenneth	Curriculum Team/SC	*381.00	08/17/15-12/16/15
Long Erin	PT Counseling Institute/SC	1,086.40	10/16/15-12/04/15
Lovett, Margot	Chair, History/SC	*508.00	08/17/15-12/16/15
McKim, Brett	Co-Chair Accred Subsection 1C/IVC	2,576.00	08/17/15-12/16/15
McKim, Brett	Co-Chair Accred Subsection 3B/IVC	1,288.00	08/17/15-12/16/15
Melendez, Robert	Co-Chair Accred Subsetion 2C/IVC	1,288.00	08/17/15-12/16/15
¹⁰ Obermeyer, V.	Co-Chair, Art/SC	1,932.00	01/19/16-05/23/16
¹¹ O'Shea, Erin	Co-Chair, Art/SC	1,932.00	01/19/16-05/23/16
Peck, Paris	PT Counseling Institute/SC	1,086.40	09/04/15-12/04/15
¹² Pestolesi, Diane	Chair, Accreditation Std 1/SC	*1,143.00	08/17/15-12/16/15
Schmeidler, Kathy	Co-Chair Accred Subsection 1B/IVC	2,576.00	08/17/15-12/16/15
Schmeidler, Kathy	Co-Chair Accred Subsection 4A/IVC	1,288.00	08/17/15-12/16/15
Schmeidler, Kathy	Co-Chair Accred Subsection 4B/IVC	1,288.00	08/17/15-12/16/15
Schmeidler, Kathy	Co-Chair Accred Subsection 4C/IVC	2,576.00	08/17/15-12/16/15
Schmeidler, Kathy	Co-Chair Accred Subsection 4D/IVC	1,288.00	08/17/15-12/16/15
Stankovich, K.	Curriculum Team/SC	*381.00	08/17/15-12/16/15
Tran, Tiffany	Co-Chair Accred Subsection 2C/IVC	1,288.00	08/17/15-12/16/15
Urell, Bob	Co-Chair Accred Subsection 3A/IVC	2,576.00	08/17/15-12/16/15
Urell, Bob	Co-Chair Accred Subsection 3C/IVC	1,288.00	08/17/15-12/16/15
Urell, Bob	Co-Chair Accred Subsection 3D/IVC	3,864.00	08/17/15-12/16/15
Vargish, Timothy	Guest Lecture Series Speaker/SC	100.00	03/11/16-03/11/16
Wadley, Jonathan	OEI Engaged Faculty/SC	1,000.00	12/01/15-12/16/15
Wehr, Martine	Drug Court Liaison/SC	*153.60	08/17/15-12/16/15
Monthly Total: General Fund		\$52,486.80	
2015-2016 FISCAL YEAR TOTAL TO DATE		\$992,160.87	

*Additional retroactive stipend amount owed per approved 2015-2018 Master Agreement (LHE Rate \$1,288)

⁹ Replacement for Bob Betts, who was approved by the Board of Trustees on the November 8, 2015 Board Agenda.

¹⁰ Replacement for Vito Scarola, who resigned as Chair.

¹¹ Replacement for Vito Scarola, who resigned as Chair.

¹² Spouse of Thomas Pestolesi, full-time PE Instructor/Head Volleyball Coach (M&W), Irvine Valley College

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2015/2016 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Adams, Brittany	Discipline Faculty Mentor/IVC	840.00	05/26/15-08/07/15
Adams, Brittany	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
Adams, Brittany	Discipl. Faculty Mentor Coord/IVC	2,135.00	01/19/16-05/23/16
Beasley, James	BSI ESL Workshops/IVC	250.00	08/17/15-12/01/15
Fitz-Maurice, Teri	ESL Workshops/SC	232.80	11/01/15-12/15/15
Frydenberg, Jia	ESL Workshops/SC	116.40	11/01/15-12/16/15
Gilbert, Annie	ESL Workshops/SC	232.80	11/01/15-12/16/15
Golden, Jennifer	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Goss, Debbie	ESL Workshops/SC	582.00	11/01/15-12/16/15
Hedgecock, Jennifer	Multiple Measures Training/SC	110.97	12/04/15-12/04/15
Jenkins, Tina	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Kaufmann, Jefferey	Discipline Faculty Mentor/IVC	840.00	05/26/15-08/07/15
Kaufmann, Jefferey	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
Kaufmann, Jefferey	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
Kil, Joon	Discipline Faculty Mentor/IVC	840.00	05/26/15-08/07/15
Kil, Joon	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
Kil, Joon	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
MessinaKleinman, D	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Knapp, Rebecca	Entrepr./Leadership Day/SC	3,762.44	08/21/15-11/10/15
LeBauer, Roni	ESL Workshops/SC	116.40	11/01/15-12/16/15
Mathur, Roopa	Discipline Faculty Mentor/IVC	840.00	05/26/15-08/07/15
Mathur, Roopa	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
McLaughlin, June	Discipline Faculty Mentor/IVC	840.00	05/26/15-08/07/15
McLaughlin, June	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
McLaughlin, June	Discipl. Faculty Mentor Coord/IVC	2,135.00	01/19/16-05/23/16
Melendez, Robert	Discipline Faculty Mentor/IVC	770.00	05/26/15-08/07/15
Melendez, Robert	Discipl. Faculty Mentor Coord/IVC	2,380.00	08/17/15-12/16/15
Melendez, Robert	Discipl. Faculty Mentor Coord/IVC	2,380.00	01/19/16-05/23/16
Meyer, Clifford	Stem & the Electric Car/SC	1,500.00	10/15/15-11/23/15
Meyer, Clifford	Vital Link CTE Advisory Comm./SC	500.00	12/02/15-12/04/15
Monacelli, Brian	Co-Project Director, Photonics/IVC	5,300.00	01/12/16-05/23/16
Monte, Brent	Discipline Faculty Mentor/IVC	840.00	05/26/15-08/07/15
Monte, Brent	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
Monte, Brent	Discipl. Faculty Mentor Coord/IVC	2,135.00	01/19/16-05/23/16
Perez, Lawrence	B2E Math Workshops/SC	2,522.00	01/19/16-05/23/16
Pinter, Gerald	Jazz Lab Ensemble/SC	150.00	11/30/15-11/30/15
Pinter, Gerald	Compositioin Class/SC	100.00	11/30/15-11/30/15
Pinter, Gerald	Master Class/Sax Sectional/SC	750.00	11/20/15-12/04/15
Pollizzi, Vincent	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Robbins, Jared	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Rochford, Stephen	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
Rochford, Stephen	Discipl. Faculty Mentor Coord/IVC	2,135.00	01/19/16-05/23/16
Rodriguez, Roland	Discipline Faculty Mentor/IVC	840.00	05/26/15-08/07/15

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND - Continued

1. It is recommended that the following Irvine Valley College/Saddleback College faculty members be compensated as indicated below for 2015/2016 fiscal years.

Name	Activity	Not to Exceed Amount (\$)	Effective Date
Rodriguez, Roland	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
Rodriguez, Roland	Discipl. Faculty Mentor Coord/IVC	2,135.00	01/19/16-05/23/16
Romero, Amanda	Co-Facilitator, CTE Prof. Dev./IVC	3,864.00	01/12/16-05/23/16
Ross, Amanda	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Serpas, Summer	Coord BSI Projects/Intersession/IVC	1,161.00	12/17/15-01/08/16
Sutherland, Shiva	ESL Workshops/SC	116.40	11/01/15-12/16/15
Titus, Jodi	Faculty Lead, SRM/IVC	2,750.00	01/12/16-05/23/16
Titus, Jodi	Discipline Faculty Mentor/IVC	840.00	05/26/15-08/07/15
Titus, Jodi	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
Titus, Jodi	Discipl. Faculty Mentor Coord/IVC	2,135.00	01/19/16-05/23/16
Tran, Lisa	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Urell, Bob	Discipline Faculty Mentor/IVC	840.00	05/26/15-08/07/15
Urell, Bob	Discipl. Faculty Mentor Coord/IVC	2,135.00	08/17/15-12/16/15
Urell, Bob	Discipl. Faculty Mentor Coord/IVC	2,135.00	01/19/16-05/23/16
Vatandoust, Fariba	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Weckerly, Michelle	Entrep/Leadership Day Judge/SC	100.00	11/09/15-11/09/15
Woods, Wind	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Zimmerman, Ray	Multiple Measures Training/SC	100.00	12/04/15-12/04/15
Zoval, Jim	B2E Pgrm Science Lead/SC	8,924.00	01/19/16-05/23/16
Monthly Total: Categorical/Non-General Fund		\$87,796.21	
2015-2016 FISCAL YEAR TOTAL TO DATE		\$439,967.17	

D. REVISION TO QUALIFICATIONS OF ACADEMIC ADMINISTRATIVE POSITION

1. DEAN OF COUNSELING SERVICES, Pos #4606, Office of Student Services, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 22 (Academic Administrator), seeks authorization to revise the experience, under the qualifications section, and assignments to this full-time position, effective January 26, 2016. (Exhibit B, Attachment 3)

E. CORRECTION TO EXTENSION OF ADMINISTRATOR TEMPORARY ASSIGNMENT

(Ratified – Pursuant to Board Policy 4002.1)

1. ¹³KELLY, WILLIAM, ID #1233, Acting Board Policies and Administrative Regulations Program Director, Pos #4649, Office of Administrative and Business Services, District, Integrated Academic/Classified Administrators/Managers Salary 19, Step 6, 30 percent of full time (12 hours per week), temporary assignment is to be extended effective January 1, 2016 through June 30, 2016 or sooner.

¹³ Correction to extension date approved by the Board of Trustees on December 14, 2015 as February 1, 2016.

F. TITLE CHANGE OF FULL-TIME, ACADEMIC FACULTY POSITION

1. **IRVINE VALLEY COLLEGE** seeks authorization to change the title of the following academic full-time faculty positions within their department:
 - a. **ELIMINATE** ELECTRICITY/ALTERNATIVE ENERGY INSTRUCTOR, Pos #4194, Academic Salary Schedule, full-time, 36 hours per week, 10 months per year position, from its staff complement; and, **REPLACE** with ELECTRICAL TECHNOLOGY INSTRUCTOR, Pos #7281, Academic Salary Schedule, full-time, 36 hours per week, 10 months per year academic position, approved by the Board of Trustees on October 26, 2015. This is a change in title only. (Pos. #4194 was approved by the Board of Trustees on August 30, 2010)
 - b. **ELIMINATE** COUNSELOR: VETERANS/GENERALIST, Pos #4713, Academic Salary Schedule, full-time, 36 hours per week, 10 months per year position, from its staff complement; and, **REPLACE** with COUNSELOR (VETERANS), Pos #7312, Academic Salary Schedule, full-time, 36 hours per week, 10 months per year academic position, approved by the Board of Trustees on October 26, 2015. (Pos #4713 was approved by the Board of Trustees on November 24, 2011)

G. REDUCED WORKLOAD PROGRAM WITH STRS RETIREMENT

1. ¹⁴LEBAUER, RONI, ID #3607, ESL Instructor, Pos #1825, Division of Liberal Arts, Saddleback College, has requested a revision to her participation in the Reduced Workload Program by reducing her teaching contract to 50% workload beginning the academic year 2016-17 in accordance with Article XXXI, Section 1, of the Academic Employee Master Agreement 2015-2018. Effective date to participate in the CalSTRS Reduced Workload Program initially began August 11, 2014.

¹⁴ Roni Lebauer was approved by the Board of Trustees for the Reduced Workload Program on January 27, 2014, at 60%.

ATTACHMENT 1

NAME: JENNIFER KLEIN

POSITION: DIRECTOR OF RESEARCH, PLANNING AND ACCREDITATION
Office for Institutional Effectiveness
Saddleback College
Academic Administrator

EDUCATION:

Ph.D. Psychology
Loma Linda University
Loma Linda, CA

M.A. Experimental Psychology
Loma Linda University
Loma Linda, CA

B.A. Psychology
Boston University
Boston, MA

EXPERIENCE:

Dr. Klein began her career in institutional research in 2007 as an Educational Research Assessment Analyst under the Basic Skills Initiative at Mt. San Antonio College. In 2009, she became the Assistant Vice Chancellor for Institutional Research and Planning at Brandman University, of the Chapman University system. Dr. Klein has additionally taken on roles in data science to understand applications of big data. She has taught undergraduate and graduate level statistics courses in face-to-face, online, and hybrid formats.

HONORS/AWARDS:

- Pacific Northwest Association for Institutional Research Travel Award (2010)
- US Department of Education Evidence-Action-Innovation College Completion Symposium (2012)

LICENSES AND CERTIFICATES:

- RP Group Successful Practices of Research and Planning in the California Community Colleges (2009)
- Microsoft SQL Server (2009)
- Advanced Querying with Microsoft SQL Server (2014)
- R for SPSS and SAS Users (2014)

PROFESSIONAL AFFILIATIONS:

- Association for Institutional Research
- California Association for Institutional Research

PUBLICATIONS:

- Dual Model of Academic Advising and Faculty Mentoring (US Department of Education: Retention-Promising and Practical Strategies, 2012)

ATTACHMENT 2

NAME: CHRISTOPHER MCDONALD

POSITION: ASSISTANT VICE PRESIDENT FOR INSTITUTIONAL EFFECTIVENESS
Office of Institutional Effectiveness
Saddleback College

EDUCATION:

Ed.D. Education Leadership
University of Southern California
Los Angeles, CA

M.S. Applied Mathematics
California State University, Pomona
Pomona, CA

B.S. Applied Mathematics
California State University, Pomona
Pomona, CA

EXPERIENCE:

Dr. McDonald joined Saddleback in 2012 as the Dean of Mathematics, Science & Engineering and he has most recently served as the Interim Assistant Vice President for Institutional Effectiveness (AVP) beginning October 2015. In these roles, Dr. McDonald has demonstrated an extensive understanding of enrollment management, student success, participatory governance, faculty and staff professional development, grant management, articulation and transfer agreements, catalog and curriculum development, online education, strategic planning, and a host of other issues that are integral to success in the AVP position.

In the AVP role, Dr. McDonald will work with deans and directors in the management of the library, learning assistance/tutoring, and the Faculty Center for Student Success; oversee and support the college honors program, and AVID for Higher Education programs; work to ensure institutional effectiveness and that program and administrative unit reviews drive planning and resource allocation; provide leadership for curriculum review and approval and implement and evaluate curriculum development; and provide leadership on the accreditation self-study.

Prior to joining Saddleback, Dr. McDonald was a mathematics professor and department chair at Mt. San Antonio College (Mt. SAC). During his time at Mt. SAC, he served as a director of the Faculty Association and a senator-at-large for the Academic Senate. Preceding his tenure at Mt. SAC, Dr. McDonald was a lecturer at California State University, Pomona and a mathematics teacher at Centennial High School. Dr. McDonald earned a Bachelor of Science degree and a Master of Science degree, both in applied mathematics, at California State University, Pomona; and a doctorate in education from the University of Southern California where he serves annually as a panelist for the Rossier School of Education's Leadership Conference.

PROFESSIONAL AFFILIATIONS:

- Southern California Community College Regional Science Deans Consortium
- STEM Core Network

ATTACHMENT 3

NAME: DESIRE WHITMORE

POSITION: LASER TECHNOLOGY INSTRUCTOR
Physical Sciences and Technologies
Irvine Valley College
Full-Time, Tenure Track

EDUCATION

Ph.D. Chemical and Material Physics
University of California, Irvine
Irvine, CA

M.S. Chemical and Material Physics
University of California, Irvine
Irvine, CA

B.S. Chemical Engineering
University of California, Los Angeles
Los Angeles, CA

A.S. Physical Sciences
Antelope Valley College
Lancaster, CA

EXPERIENCE:

As a graduate student, Dr. Whitmore taught both undergraduate and graduate level Chemistry courses part-time at the University of California, Irvine (UCI). She has also spent a decade teaching undergraduate, graduate, and high-school students about lasers and optics through hands-on experience in the laboratory at both UCI and UC Berkeley. Dr. Whitmore was a part of the Photonics Initiative at the Advanced Technology Education Park (ATEP) during the program's infancy, building up the laser and interferometry laboratories there, as well as designing and teaching the Introduction to Geometric Optics Laboratory course and assisting with teaching lectures. She has also served on the Advisory Committee for the UCI Optics Extension Program since 2009.

LICENSES AND CERTIFICATES:

- Mira and RegA technician certificates, Coherent, Inc.
- Rainbow and Femtopower technician certificates, FemtoLasers Produktion

PROFESSIONAL AFFILIATIONS:

- Member of SACNAS (The Society for the Advancement of Native Americans in Science)
- Member of OSA (The Optical Society of America)

HONORS/AWARDS:

- UC Chancellor's Postdoctoral Fellowship, 2011-2013
- UC President's Dissertation Year Fellowship, 2010
- NSF Graduate Research Fellowship, 2007-2010

ATTACHMENT 4

South Orange County Community College District

DEAN OF COUNSELING SERVICES

Saddleback College, Integrated Academic/Classified Administrators/Managers Salary Schedule Range 22
(Academic Administration)

DEFINITION

To serve as administrator and supervisor of the Counseling Services Division of the Office of Student Services of the college; provide leadership to develop, organize and implement the division's goals and objectives; provide leadership to plan, develop, organize, schedule, direct, improve, and evaluate the assigned division's programs, services, and activities in consultation with the Vice President for Student Services, other deans, administrators, faculty, and classified staff and ensure the timely, accurate, and legal maintenance, storage, retrieval, and release of all records associated with assignment.

To foster a culture of collaboration, mutual respect, innovation, and continuous improvement throughout the District; lead by example; actively participate in and support District-wide participatory governance components and activities and other collaborative processes; encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the vice president for student services or designee of the president.

Exercises functional and technical supervision over academic, professional and classified staff as assigned.

EXAMPLES OF DUTIES - Duties may include, but are not limited to, the following:

Provide leadership in the administration of the Counseling Services Division of the office of student services of the college, including personnel management, in accordance with laws, regulations, district policy and collective bargaining agreements; direct and evaluate the programs and services assigned to counseling services, which currently includes general counseling, articulation, credit and non-credit matriculation; also oversees the applied psychology instructional program.

Respond to faculty/staff needs, monitor and approve faculty schedules, monitor classified schedules for office coverage, process personnel paperwork and provide requested resources to facilitate services.

Analyze, interpret and monitor the student success rates of assigned programs and student preparedness and recommend change as needed.

Participate in the development of the college's strategic plan, communicating the needs, goals, plans and overall role of areas of assignment.

Lead, direct and approve the planning, development, organizing, scheduling, direction, performance and evaluation of the programs and services of counseling services.

Lead assigned division in planning, program development and performance of the mission and in carrying out the college's mission, goals and objectives.

Formulate and develop long and short-range goals and strategic plans, including staffing, facilities, curriculum and educational philosophy; assure consistency of plans with other college and district plans; prepare long-range plans and statements of goals and objectives.

South Orange County Community College District
Dean of Counseling Services
Page 2

Communicate with college, district, state, and federal personnel to coordinate assigned Student Services needs, programs, services and activities of assigned area; resolve conflicts and issues and develop new and effective programs and services as needed; provide leadership in delivery of services for counseling services.

Develop, prepare, submit, administer, monitor and review annual program budgets for assigned division, including annual budget requests for equipment, supplies and personnel; direct the acquisition, maintenance and use of both instructional and non-instructional equipment; and maintain an equipment-replacement plan; direct the maintenance of adequate records and controls to assure counseling services expenditures and operations remain within established budget limitations; monitor and approve purchase requisitions and prepare agenda items for board approval as needed.

Direct financial development for counseling services; disseminate information about the availability of external funding; communicate with administrators and others regarding issues relevant to counseling services and provide information concerning specific funding sources.

Direct, oversee, review, monitor and evaluate assigned grants, ensuring that implementation and management are according to grant guidelines and that grant budgets are developed and maintained according to legal requirements and district procedures.

Direct the preparation and maintenance of detailed and comprehensive reports, records and files regarding instructional personnel, facilities, and activities.

Train, supervise and evaluate the performance of assigned probationary and tenured academic and classified staff in keeping with the policies of the board of trustees and administrative procedures; visit classroom/work sites and observe and evaluate methods and effectiveness.

Participate in the selection of new academic and classified staff and temporary professional staff in accordance with District policies and legal requirements.

Interface with the community and external agencies in all matters of community relations associated with counseling services; promote high school, four-year public and private institutional relations.

Organize, attend or chair a variety of administrative and staff meetings related to strategic planning, budget, advisory committees and other activities; participate in consultation, participatory governance and appropriate advisory committee meetings and provide in-service and workshops for employees.

Supervise the planning, organization and arranging of appropriate staff development programs and activities for academic and classified staff; orient new employees and direct the implementation of flex time procedures when appropriate.

Direct and approve program development; direct the acquisition, maintenance, and use of counseling services equipment; and maintain an equipment and technology replacement plan.

Identify facility needs and help direct planning for the movement, creation or elimination of facilities for programs.

Promote and coordinate a variety of programs and services and arrange for the development of promotional materials and college publications; manage assigned facilities and approve all assigned facilities usage.

South Orange County Community College District
Dean of Counseling Services
Page 3

Attend workshops and professional conferences for program planning and development; serve on a variety of campus, district, community, and state committees; and meet with representatives of business, industry, and local government as appropriate.

Maintain current knowledge of instructional methods and new technologies pertinent to areas of instruction; monitor legislation, new State education code regulations and other State guidelines to determine instructional program impact.

Provide leadership and advocacy to enhance innovation and participation in issues related to areas of assignment to ensure student success; communicate the changing expectations, trends and needs of educational preparation effectively to college personnel.

Assist the vice president of student services in the resolution of student and faculty concerns related to counseling services.

Create a positive campus climate that fosters innovation in programs and services for counseling services; work with the community, business, industry and other educational institutions to promote assigned division; contribute to the development and implementation of a coordinated outreach, marketing and public relations process and plan for assigned student services programs and services.

Provide direction for the development of new programs and services and coordinate program approvals as appropriate.

Work collaboratively and develop partnerships/agreements with advisory boards, professional associations, K-12 and transfer institutions, business and industry; cultivate and promote positive and substantive relationships with local business and industry; serve as a leader of and advocate for the college within the business community.

Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.

Perform related duties as assigned.

QUALIFICATIONS

Education and Experience Guidelines:

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

Education:

A master's degree from an accredited college or university with emphasis in guidance counseling or other discipline within the Student Services division. An earned doctorate from an accredited college or university is preferred.

Experience:

At least five years of increasingly responsible student support services experience, including three years of program management and budgeting experience, at least two years of supervisory experience, and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged, and ethnic backgrounds of community college students.

South Orange County Community College District
Dean of Counseling Services
Page 4

Desirable Experience:

Administrative leadership experience in the development, organization, and management of two or more student services programs, including at least one program area related to this assignment.

Licenses and other Certification:

Valid California driver's license.

Knowledge of:

A community college system.

All divisions and their inter-relationships; a thorough knowledge of the various student services required to support and enhance instruction.

Applicable board policies and administrative regulations.

Applicable state and federal laws, codes, regulations and procedures, including Title V and California Education Code, Rehabilitation Act of 1974-section 504; and the Americans with Disabilities Act (ADA).

Basic data collection and analysis related to student learning outcomes, retention, and success.

California community colleges basic skills initiative.

Community relations and external resource development.

Computer systems and software applications related to counseling services.

District safety policies and procedures.

Evidence of sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of students, academic and classified staff.

Evidence of understanding and experience with the principles of collegial consultation.

Interpersonal skills including tact, patience and diplomacy.

Management techniques that encourage creativity, improve efficiency and increase productivity.

Oral and written communication skills.

Organizational and management practices as applied to assigned division.

Participatory governance process and venue fostering open communication among divisions, programs and services.

Principles and practices of budget preparation and management.

Principles and practices of training and supervision.

Principles of program evaluation, student assessment, and organizational development.

Role and purpose of technological systems in providing online instruction, program support and student services.

Team-oriented leadership style.

Web page design, Blackboard and/or other course management systems, and other instructional and student services software.

Ability to:

Advocate for counseling services needs.

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.

Assess, manage, implement, use and apply technology in the management and delivery of assigned student services programs.

Assist in forecasting current and future needs and costs affecting counseling services.

Collect, compile and analyze data.

Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.

Demonstrate commitment to academic and professional excellence.

Demonstrate flexibility and adaptability.

South Orange County Community College District
Dean of Counseling Services
Page 5

Develop markets and promotional strategies for programs and services related to counseling services.
Develop, prepare and administer program budgets.
Embrace and work effectively within a system of participatory governance.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Establish and maintain effective, harmonious, and collaborative relationships with a diverse population of students, staff and community.
Exercise initiative and work independently.
Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.
Interact effectively with diverse students, academic and classified administrators and staff.
Interpret, analyze, apply and explain applicable local, State and federal laws and regulations.
Interpret, apply and explain applicable District policies and procedures.
Lead, train, supervise, and evaluate assigned staff.
Learn District and College organization, operations and objectives.
Manage complex budgets.
Operate computer/applications software, including database management, spreadsheet, word processing and software related to assigned instructional division.
Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.
Perform with tact, patience and sensitivity.
Plan and organize work.
Plan, evaluate and supervise delivery of instructional programs and strategies.
Plan, organize, coordinate, manage and expedite assigned projects and activities related to assignment in a manner conducive to full performance and high morale.
Prepare oral and written reports and recommendations.
Provide leadership, training, and support for faculty who wish to explore innovative approaches to student learning using instructional technology.
Read, interpret, and explain laws, rules and regulations, and develop and implement personnel policies and procedures.
Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.
Represent the college at the community, state and national levels.
Resolve conflicts and solve problems.
Serve as an effective management team member.
Train and provide supervision and work direction to others as assigned.
Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.
Use independent judgment in the interpretation and application of rules, regulations, policies and procedures.
Work collaboratively with administration, classified management, faculty, staff and students.
Work effectively in a fast paced environment with numerous interruptions.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

The work environment and physical demands described here are representative of those required by an employee to perform the essential functions of this job successfully. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

South Orange County Community College District
Dean of Counseling Services
Page 6

Work Environment

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. An incumbent also visits instructional and other work sites and is subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

Physical Demands

The incumbent regularly sits for long periods, walks short distances on a regular basis, travels to various locations to visit instructional sites, attend meetings and conduct work; uses hands and fingers to operate an electronic keyboard or office machines; reaches with hands and arms, speaks clearly and distinctly to answer telephones and to provide information; sees to read fine print and operate computer; hears and understands voices over telephone and in person; and lifts, carries, and/or moves objects weighing up to 10 pounds.

Revised and finalized by Marlys Grodt, November 2015
Approved by the Board of Trustees

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Classified Personnel Actions – Regular Items
ACTION: Approval/Ratification

BACKGROUND

In accordance with Education Code Section 70902(b)(4), all employee actions must be approved or ratified by the Board of Trustees of each respective community college district.

STATUS

Personnel are employed in the South Orange County Community College District for the purpose of meeting the needs of students.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the classified personnel actions as shown in Exhibit A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- a. ALEGRE, DANIELLE is to be employed as Office Assistant, Pos. #4416, Learning Assistance Program, Division of Online Education and Learning Resources, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective January 4, 2016. This is a replacement for Sharareh Dadsetan.
- b. CHOI, KATLIN is to be employed as Program Coordinator, Categorical, Pos. #6517, Division of Mathematics, Science and Engineering, Saddleback College, Classified Bargaining Unit Salary Schedule Range 134, Step 1, 40 hours per week, 12 months per year, effective January 4, 2016. This position was approved by the Board of Trustees on June 22, 2015, with employment contingent upon funding by the Bridge 2 Engineering Program.
- c. DUBOIS, ELLE is to be employed as Senior Administrative Assistant, Pos. #3958, Disabled Student Programs and Services, Division of Transfer, Career and Special Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 127, Step 5, 40 hours per week, 12 months per year, pursuant to Education Code section 88195, effective January 11, 2016. This is a replacement for Leanne Bean.
- d. ESCAMILLA, DORIAN is to be employed as Outreach Assistant, Pos. #4937, Office of Outreach and Recruitment, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 117, Step 1, 20 hours per week, 12 months per year, effective January 4, 2016. This is a replacement for Alan Bilsborough.
- e. ESPINOZA, ARIANA is to be employed as Program Assistant, Categorical, Pos. #5074, Division of Community Education, Emeritus Institute and K-12 Partnerships, Saddleback College, Classified Bargaining Unit Salary Schedule Range 118, Step 1, 25 hours per week, 12 months per year, effective January 4, 2016. This position was approved by the Board of Trustees on October 27, 2014, with employment contingent upon Community Education revenue.
- f. MCHENRY, ERIN is to be employed as Director of Annual Giving and Development Services, Special Funded, Pos. #4737, Office of College Foundation, Saddleback College, Classified and Academic Administrators and Managers Salary Schedule Range 18, Step 2, 40 hours per week, 12 months per year, effective January 11, 2016. This is a replacement for Elisa Oransky. Employment in this special funded position is contingent upon funding by Foundation Revenue.
- g. MURTADA, ROLA is to be employed as Senior Administrative Assistant, Pos. #3670, Matriculation, Division of Counseling Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective January 4, 2016. This is a replacement for Gloria Martin.

A. NEW PERSONNEL APPOINTMENTS - Continued

1. CLASSIFIED EMPLOYMENT (Information Items – Pursuant to Board Policy 4002.1)

- h. SCHLEICHER, ANDREW is to be employed as Office Assistant, Pos. #4963, Learning Assistance Program, Division of Online Education and Learning Resources, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 25 hours per week, 12 months per year, effective January 11, 2016. This is a replacement for Matthew Miller.
- i. SLAUGHTER, TERESA is to be employed as Program Assistant, Categorical, Pos. #6519, Division of Health Sciences and Human Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 118, Step 1, 24 hours per week, 12 months per year, effective January 11, 2016. This position was approved by the Board of Trustees on June 22, 2015, with employment contingent upon funding by the Enrollment Growth for Nursing grant.
- j. SO, THY is to be employed as Custodian, Pos. #5164, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective January 4, 2016. This position was approved by the Board of Trustees on February 23, 2015.

2. The following individuals are to be employed as **Substitutes** in the classification noted below, on an if-and-as-needed basis. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Classification</u>	<u>Range</u> <u>/Step</u>	<u>Start Date</u>
Aguirre, Michelle	Accounting Specialist/DS	127/1	11/02/15-06/30/16
Bach, Glenn	Sched/Enroll Plan. Analyst/IVC	138/1	12/15/15-06/30/16
Beltran Castillo, Ana	Lab Tech, Student Success/IVC	122/1	01/04/16-06/30/16
Burns, Jeffrey	Lab Tech, Auto Technology/SC	122/1	11/02/15-06/30/16
Cubillos Bezanilla, Sandra	Sr. Administrative Assistant/SC	127/1	12/15/15-06/30/16
Emmil-Lugo, Alison	Sr. Administrative Assistant/IVC	127/1	01/04/16-06/30/16
Garcia Carmona, Javier	EOPS Specialist/SC	121/1	12/01/15-06/30/16
Sepulveda, Ashley	Library Assistant II/IVC	119/1	12/01/15-06/30/16
Yaganeh, Samira	Counseling Office Assistant/SC	115/1	01/19/16-06/30/16

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly</u> <u>Rate (\$)</u>	<u>Start/End Date</u>
Avalos, Osiris	Outreach Aide/SC	11.50	11/16/15-06/30/16
Benoit, Rhonda	Project Specialist/SC	17.00	11/13/15-06/30/16
Christiansen, Nathaniel	Project Specialist/SC	15.00	10/22/15-06/30/16
Francke, Melissa	Clerk/SC	14.00	11/30/15-06/30/16
Gall, Michael	Project Specialist/SC	15.00	11/16/15-06/30/16
Garza, Norma	Clerk/DS	14.00	12/14/15-06/30/16

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Gaylord, Stormy	TMD Aide/IVC	15.00	10/26/15-06/30/16
Golbadi, Laal	Project Specialist/SC	10.50	10/15/15-06/30/16
Gray, Gina	Clerk/IVC	10.00	11/13/15-06/30/16
Hernandez Vazquez, Claudia	Outreach Aide/SC	14.00	11/13/15-06/30/16
Hinojosa, Daniel	Project Specialist/SC	15.00	10/15/15-06/30/16
Ho, Trang	Project Specialist/SC	20.00	10/26/15-06/30/16
Karlsson, Hans	Project Specialist/SC	20.00	12/01/15-06/30/16
Lamb, Terri	Project Specialist/SC	10.00	11/02/15-06/30/16
Lefebvre, Jennifer	Project Specialist/SC	20.00	11/13/15-06/30/16
¹ Ling, Maximilian	Clerk/IVC	10.00	11/13/15-06/30/16
Means, Susanne	Clerk/SC	15.00	12/07/15-06/30/16
Mocalis, Ashley	Project Specialist/SC	12.00	11/02/15-06/30/16
Montes De Oca, Lizbeth	Clerk/SC	14.00	12/07/15-06/30/16
Moreno Castaneda, Chantal	Outreach Aide/SC	11.50	12/07/15-06/30/16
Moreno Ocampo, Edgar	Outreach Aide/SC	12.50	11/04/15-06/30/16
Nguyen, Tiffany	Project Specialist/IVC	20.00	11/30/15-06/30/16
Osbon, Nicole	TMD Aide/IVC	15.00	10/20/15-06/30/16
Owens, Richard	Project Specialist/SC	16.00	10/26/15-06/30/16
Racino, Heather	Project Specialist/SC	20.00	12/01/15-06/30/16
Rizk, Irene	Project Specialist/IVC	12.00	12/01/15-06/30/16
Rova, Reid	Project Specialist/SC	17.00	11/13/15-06/30/16
Schwartz, Lois	Project Specialist/SC	24.00	11/13/15-06/30/16
Shomph, Crystal	TMD Aide/IVC	20.00	01/19/16-06/30/16
Temori, Masturha	Clerk/SC	14.00	12/07/15-06/30/16
Tuccinardi, Kirstin	Project Specialist/SC	20.00	12/04/15-06/30/16
Vu, Ann	Clerk/IVC	10.00	11/16/15-06/30/16
Williams, Christopher	Project Specialist/SC	16.00	11/02/15-06/30/16

4. 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 **2015/2016** academic year.

<u>Name</u>	<u>Start/End Date</u>
Aghavali, Roya	12/02/15-06/30/16
Al-Jay, Jameel	11/15/15-06/30/16
Azarhoush, Emities	12/04/15-06/30/16
Baig, Kulsum	10/20/15-06/30/16
Binda, Joseph	11/09/15-06/30/16
Brock, Matthews	10/30/15-06/30/16
Buenrostro, Lidya	12/07/15-06/30/16
De Jesus, Kayla	11/16/15-06/30/16

¹ Related to Sophie Ling, Library Technician, School of Library Services, Irvine Valley College.

A. NEW PERSONNEL APPOINTMENTS - Continued

4. 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 **2015/2016** academic year.

<u>Name</u>	<u>Start/End Date</u>
Forouzan, Ghazal	10/22/15-06/30/16
Jiroudek, Ellura	11/15/15-06/30/16
Kapata, Penelope	10/27/15-06/30/16
Medina, Marissa	10/26/15-06/30/16
Mirza, Mary	11/16/15-06/30/16
Moye, Shonda	12/17/15-06/30/16
Nahle, Muhamad	10/27/15-06/30/16
Newton, Magda	11/02/15-06/30/16
Salazar, Juan	12/07/15-06/30/16
Shadman, Shakiba	11/16/15-06/30/16
Velasquez, Claudia	11/09/15-06/30/16
Veneracion, Hana	11/16/15-06/30/16

5. The following individuals are to be employed on a temporary basis, as **Professional Expert, Community and Contract Education**, Irvine Valley College and Saddleback College, as defined in the California Education Code 88003, for the **2015/2016** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Abdiani, Nagina	Tutor/SC	12.00	10/26/15-06/30/16
Abel, Aaron	Tutor/IVC	15.00	01/19/16-06/30/16
Abrams, Paul	Tutor/SC	12.00	10/30/15-06/30/16
Bellin, Laura	Tutor/SC	12.00	10/30/15-06/30/16
Brown, Andrew	Interpreter III/IVC	25.00	11/16/15-06/30/16
Davidson, Sharon	Medical Professional/SC	35.00	11/04/15-06/30/16
Ehyaeeghodraty, Navid	Tutor/IVC	12.00	01/19/16-06/30/16
Ellis, Cynthia	Comm Ed Presenter/IVC	68.89	11/03/15-06/30/16
Godinez, Michele	Comm Ed Presenter/SC	68.89	11/01/15-06/30/16
Hagie, Tyler	Clinical Skills Specialist/SC	15.00	11/03/15-06/30/16
Hoffman, Laura	Comm Ed Presenter/SC	10.00	11/03/15-06/30/16
Kellman, Sophia	Tutor/IVC	15.00	11/03/15-06/30/16
Knight, Kenneth	Model/SC	22.00	12/14/15-06/30/16
Kostapapas, Eoanna	Captionist/SC	42.00	10/20/15-06/30/16
Le, Vi	Tutor/IVC	10.00	11/03/15-06/30/16
Lopez Mejia, Juliana	Tutor/IVC	10.00	11/16/15-06/30/16
MacDonald, Donald	Tutor/SC	12.00	12/04/15-06/30/16
Matthews, Evangeline	Workforce Trainer/IVC	72.00	11/30/15-06/30/16
McMahon, Alicia	Model/IVC	22.00	12/14/15-06/30/16
Ng, Alvin	Tutor/IVC	10.00	11/16/15-06/30/16
Sharpe, Ian	Tutor/SC	12.00	10/15/15-06/30/16
Taylor, Virginia	Interpreter IV/IVC	35.00	10/26/15-06/30/16
Tootoonchinia, Maryam	Tutor/SC	12.00	10/26/15-06/30/16
Woodward, Wenying	Model/SC	25.00	01/19/16-06/30/16

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. CUSTODIAN, Classified Bargaining Unit Salary Schedule Range 113, Office of Physical Plant, Saddleback College seeks authorization to establish and announce six (6) part-time, 29 hours per week, 12 months per year positions to its complement, effective January 26, 2016.
2. ADMINISTRATIVE ASSISTANT, SPECIAL FUNDED, Classified Bargaining Unit Salary Schedule Range 121, School of Admissions, Records and Enrollment Services, Irvine Valley College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 26, 2016. Employment in this special funded position is contingent upon funding from the Student Success and Support Program.
3. ADMISSIONS AND RECORDS EVALUATOR, Classified Bargaining Unit Salary Schedule Range 126, Division of Admissions, Records and Enrollment Services, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 26, 2016.
4. LABORATORY TECHNICIAN, CHEMISTRY, Classified Bargaining Unit Salary Schedule Range 122, Division of Mathematics, Sciences and Engineering, Saddleback College seeks authorization to establish and announce a part-time, 20 hours per week, 12 months per year position to its staff complement, effective January 26, 2016.
5. PROGRAM COORDINATOR (AANAPISI), SPECIAL FUNDED, Classified Bargaining Unit Salary Schedule Range 134, Learning Assistance Program, School of Liberal Arts, Irvine Valley College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 26, 2016. Employment in this special funded position is contingent upon funding from the Asian American, Native American and Pacific Islander Serving Institution grant.
6. PROGRAM OUTREACH SPECIALIST (SEP), SPECIAL FUNDED, Classified Bargaining Unit Salary Schedule Range 131, Division of Counseling Services, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 26, 2016. Employment in this special funded position is contingent upon funding from the Student Equity Program.
7. SENIOR ADMINISTRATIVE ASSISTANT, Classified Bargaining Unit Salary Schedule Range 127, Office of Instruction, Saddleback College seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective January 26, 2016.
8. SENIOR LABORATORY TECHNICIAN, MUSIC, Classified Bargaining Unit Salary Schedule Range 130, Division of Fine Arts and Media Technology, Saddleback College seeks authorization to establish and announce a part-time, 25 hours per week, 10 months per year position to its staff complement, effective January 26, 2016.

C. REVISE SALARY PLACEMENT

1. IRVINE VALLEY COLLEGE seeks authorization to revise salary placement for a Classified employee, within their organization as defined by Title 5 Education Regulation, Section (c) Recruitment 53021.
 - a. ²**REVISE** ANISSA HEARD, ID #021285, from Director of Student Life and Equity, Pos. #7012, Student Development, Office of Student Services, Academic and Classified Administrator and Manager Salary Schedule Range 15, Step 3, 40 hours per week, 12 months per year; to Director of Student Life and Equity, Student Development, Office of Student Services, Academic and Classified Administrator and Manager Salary Schedule Range 15, Step 5, 40 hours per week, 12 months per year, effective November 1, 2015.

D. REORGANIZATION

1. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. **REORGANIZE SENIOR ADMINISTRATIVE ASSISTANT**, Pos. #3775, from reporting to the Senior Director of College Facilities, to begin reporting to the Manager, Office of the President, effective January 1, 2016. Position #3775 is appointed to Jacqueline Franks, ID #013605.

E. CHANGE OF STATUS

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)
 - a. ARIAS, MAYRA, ID #014821, Senior Administrative Assistant, Pos. #3429, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, 12 months per year, Office of Fiscal Services, District Services, is to be given a lateral transfer to Senior Administrative Assistant, Pos. #6539, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, 12 months per year, Office of District Research, Planning and Accreditation, District Services, effective January 5, 2016. This position was approved by the Board of Trustees on March 30, 2015.
 - b. KIRK, ALICIA, ID #014590, Program Technician (TAACCT), Categorical, Pos. #5377, Classified Bargaining Unit Salary Schedule Range 122, Step 2, 29 hours per week, 12 months per year, Division of Health Sciences and Human Services, Saddleback College is to be given a change in status to EMS Program Specialist, Pos. #4991, Classified Bargaining Unit Salary Schedule Range 123, Step 2, 40 hours per week, 12 months per year, Division of Health Sciences and Human Services, Saddleback College effective December 21, 2015. This is a replacement for Victoria Orlich.

² Reclassification approved by the Board of Trustees on October 26, 2015.

E. CHANGE OF STATUS

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)

- c. THOMPSON, MARIE, ID #019966, Payroll Specialist, Temporary, Pos. #5019, Classified Bargaining Unit Salary Schedule Range 127, Step 2, 40 hours per week, 12 months per year, Payroll, Office of Fiscal Services, District Services, is to be given a lateral transfer to Payroll Specialist, Pos. #6905, Classified Bargaining Unit Salary Schedule Range 127, Step 2, 40 hours per week, 12 months per year, Payroll, Office of Fiscal Services, District Services, effective December 21, 2015. This position was approved by the Board of Trustees on September 28, 2015.

F. TEMPORARY INCREASE IN HOURS

1. WARNER, GREGORY, 020834, Police Officer, Pos. #4235, Police Officer Association Bargaining Unit Salary Schedule Range II, Step 2, 24 hours per week, 12 months per year, Office of Campus Safety and Security, Irvine Valley College, has been given a temporary increase in hours to 40 hours per week, effective December 1, 2015.

G. OUT OF CLASS ASSIGNMENTS

1. IRVINE VALLEY COLLEGE placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Leowidjaja, Silverius	International Student Program Tech.	125/6	40	11/12/15
Levinson, Marc	Senior Multimedia Technician	130/5	40	12/01/15
Naranjo, Nicholas	Sr. Admissions & Records Specialist	126/1	40	11/16/15
Saket, Balgouri, Aida	Admissions & Records Specialist	120/1	40	11/16/15

2. SADDLEBACK COLLEGE placed the following permanent Classified Bargaining Unit employee/s in a temporary, out of class assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Davila, Judy	Development Assistant I	128/2	29	11/01/15

3. IRVINE VALLEY COLLEGE placed the following permanent Classified Manager in a temporary assignment (Information Items - in accordance with Article 8.7.2 of the C.S.E.A Contract).

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Montiel, Ramon	Acting Assistant Director of Facilities	14/1	40	12/11/15

I. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2015/2016 academic year.

Humanities and Languages, Irvine Valley College

Deguchi, Makoto

Ezaki, Makiko

Koizumi, Shinobu

Sato, Natsuki

Online Education and Learning Resources, Saddleback College

Bayless, Jackie

Physical Sciences, Irvine Valley College

Norris, Kristiane

Social and Behavioral Sciences, Irvine Valley College

Wang, Sandra

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: 2016-2017 Bonded Sabbatical Recommendations

ACTION: Approval

BACKGROUND

Under the authority of Article XXVI, Section H, of the Academic Employee Master Agreement, thirty-three (33) semesters are available for sabbatical leave during the 2016-2017 academic year. According to Article XXVI, Section I, Subsection A, of the Academic Employee Master Agreement, sabbaticals are allowed for the professional enhancement of the faculty member, which shall benefit the faculty member, his/her college, students, and/or the District. Sabbatical applications and supporting information are reviewed and evaluated by the SOCCCD District-wide Sabbatical Committee, comprised of faculty and administrators representing the colleges and the district.

STATUS

The SOCCCD District-wide Sabbatical Committee, chaired by Dr. Tony Huntley, Professor, Mathematics, Science and Engineering, Saddleback College, and Dr. David Bugay, Vice Chancellor, Human Resources & Employer/Employee Relations, met and reviewed all requests from faculty for sabbatical leaves during the 2016-2017 academic year. Using the criteria of Article XXVI of the Academic Employee Master Agreement, the committee voted to recommend twenty-one (21) faculty members listed in Exhibit A for sabbatical leaves during the 2016-2017 academic year. Exhibit A identifies the faculty member and provides a brief description of the proposed project. One (1) applicant requested a full academic year sabbatical leave; eight (8) requested sabbatical leave for Fall Semester 2016 and twelve (12) requested sabbatical leave for Spring Semester 2017; totaling twenty-two (22) semesters of leave. Budget planning will reflect provisions to accommodate sabbatical participant teaching loads.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve bonded sabbatical leave during the 2016-2017 academic year for the recommended faculty members shown in Exhibit A.

Item Submitted by: *David P. Bugay, Ph.D., Vice Chancellor, Human Resources & Employer/Employee Relations*

South Orange County Community College District
2016-2017 Sabbatical Committee Recommendations

LISA ALVAREZ

Humanities/English
Irvine Valley College
Fall 2016

TITLE: Assembly and development of an anthology manuscript for publication: *In the Light-Cathedral of the Dazzled Air: The Poetry of California's High Sierra.*

GOALS and OBJECTIVES:

1. To research, assemble, edit and produce a publishable manuscript of my third scholarly endeavor, *In the Light-Cathedral of the Dazzled Air: The Poetry of California's High Sierra*. This project will document the past, present (and perhaps predict the future) of the California High Sierra through the words of some of the country's most renowned poets and many of its emerging ones.
2. To enhance my teaching of composition, literature and creative writing as well as course and curriculum development.
3. To create a manuscript that will add to the growing literature of California and the American West. The result will be a suitable text for our WR 13, Lit 32 and my own California-themed WR-1 class.

ACTIVITIES:

- I will conduct research to identify and select likely contributors and possible texts at various sites including: The Community of Writers Archives in Squaw Valley; the Bancroft Poetry Archive at UC Berkeley; the Poetry Center and American Poetry Archives at San Francisco State University and the Archive for New Poetry at UC San Diego.
- Having completed the initial research, I will begin the assessment and selection process.
- In addition, I will compile the initial Table of Contents, assemble a contact sheet for copyright permissions (individual and publisher), contact contributors and assemble bibliographic materials for each contributor which highlights her or his relationship to the region.
- I also will consult with 2-3 established poets and respond to their critiques.
- Finally, I will finalize the manuscript and present the project at FLEX week in January 2017.

PRODUCTS:

1. A manuscript (maximum 350 pages), a publishable project in book form.

CLAIRE MARIE CESAREO

Social and Behavioral Sciences/Anthropology
Saddleback College
Spring 2017

TITLE: "Bury Me Beneath a Cacao Tree: Displacement and the Politics of Memory in the Cacao-Producing Region of Bahia, Brazil"

GOALS and OBJECTIVES:

1. Review and revise the four dissertation chapters that have already been written.
2. Complete the four dissertation chapters that are currently incomplete or in outline form.
3. Submit completed chapters to my dissertation advisor for feedback.
4. Incorporate feedback from my advisor and finalize a draft of the dissertation for my dissertation committee members.

ACTIVITIES:

My dissertation includes eight chapters. Four of these chapters are complete, two are partially complete, and two are in outline form. During my sabbatical,

- I will review and revise the completed chapters, finish the partially written chapters, and write the chapters currently in outline form only.
- Throughout the process, I will participate in a dissertation writing group and solicit feedback from peers and from my dissertation advisor at Columbia University.

PRODUCTS:

1. A draft of my dissertation to submit for partial fulfillment of the requirements for the degree of Doctor of Philosophy in the Graduate School of Arts and Sciences at Columbia University.

BROOKE CHOO

Student Success Center/Languages & Learning Resources
Irvine Valley College
Spring 2017

TITLE: Development of a Comprehensive Tutor Training Program Available Districtwide

GOALS and OBJECTIVES:

1. Research current practices in tutor training at other colleges.
2. Develop a thorough tutor handbook.
3. Develop a comprehensive video catalog of tutor training videos.
4. Determine a textbook and compile a reader of articles related to best practices in tutoring.
5. Develop tutor training learning outcomes and assessment measures for the outcomes.
6. Create and populate a Blackboard shell with the tutor training content.
7. Compile a list of open source online resources that tutors will utilize with student tutees.
8. Develop a certificate of completion so that tutors can list the training on their resumes/CVs.
9. Present during flex week, distribute it to the other LRC Coordinators at IVC & Saddleback.

IVC's Student Success (SSC) Center serves over 3,000 of IVC's students for over 15,000 tutorial sessions annually. The SSC employs about 50 tutors of varying educational backgrounds and prior tutoring experience and training. These tutors come and go as they transfer to universities, so there is always a need for training new tutors as hiring is ongoing. In order to provide the best quality tutoring possible to IVC students, a thorough tutor training and professional development curriculum is warranted. Some tutors have never tutored before, and other tutors are experienced but could benefit from additional professional development opportunities to acquire additional skills. This sabbatical project intends to develop a comprehensive tutor training program that will be used to improve skills not only in the SSC's tutors, but tutors at any of IVC's other four Learning Resource Centers (LRC), as well as by Saddleback's LRC and any tutors at our sister college. The sharing of these training materials with Saddleback will benefit the learning of students in the entire district.

ACTIVITIES:

Provide summary overview of activities.

- Research current practices at other colleges. Compile a reader. Determine a textbook.
- Outline scripts for videos to be recorded. Develop a Blackboard shell.
- Film lectures and role plays on tutor training topics and close caption.
- Compile a list of online resources. Add to website. Complete the tutor training handbook.
- Finish captioning the videos. Develop tutor training learning outcomes and assessment measures for the outcomes. Create a certificate that could be awarded.
- Present during FLEX week. Distribute the materials to the other IVC and SC LRC Coordinators.

PRODUCTS:

1. Series of training videos hosted on MediaSite available to all LRC Coordinators in the District.
2. Tutor training handbook, reader of selected articles and dedicated textbook.
3. Blackboard shell will be populated with the training materials and learning outcomes.
4. SSC website will list open source online resources available to students to support their learning.
5. Certificate of completion will be available.

BRANDEE CRAIG

Kinesiology and Athletics/Kinesiology
Saddleback College
Spring 2017

TITLE: Yoga Teacher Certification and Investigation of Yoga Venues in Orange County

GOALS and OBJECTIVES:

1. Certified Yoga Teacher. Create versatility to my current teaching assignment.
2. Investigate other yoga venues in Orange County, including other community colleges. Objective is to participate and observe different styles of yoga, different teaching techniques and styles.
3. Learn a strong generalized way to approach posture, movement, breathing as well as mental control and warning makers in order to keep all students safe.

ACTIVITIES:

- The activities that I will be participating in during this sabbatical includes over 200 hours of course work through five classes in Saddleback's Yoga Teacher Certification.
- In addition, I will be investigating several yoga venues in Orange County including OCC and FCC.
- I will be observing and participating in approx. ten other yoga classes (in addition to Saddleback's program).

PRODUCTS:

1. Yoga Instructor Certificate from Yoga Alliance (on file in Kinesiology & Athletics Division Office).
2. Notebook and Flash Drive/CD Documentation of Yoga Venues in Orange County (K & A Division Office).
3. Curriculum Proposals for Possible New Yoga Courses at Saddleback College thru CurricUNET.
4. Transcripts upon completion of the 5 classes taken at Saddleback College.

DANIEL DE ROULET
Humanities/English
Irvine Valley College
Fall 2016

TITLE: Title of Sabbatical Project: Advancing IVC's Student Equity Plan into Transfer-Level Writing Course WR 1

GOALS and OBJECTIVES:

1. To research how the Department of English at IVC can better instruct three groups of students, identified by the Student Equity Plan task force and the IVC Research Office as disproportionately impacted (African Americans, Latinos/Latinas, and returning students ages 30 - 49), in WR1, transfer-level composition.
2. Identify best practices from other California Community Colleges that the Department of English at IVC can put into practice, regarding curriculum revision, pedagogy and student support centers, to improve student success in WR 1 among the disproportionately impacted groups listed above.
3. Construct a report-proposal that can serve as a list of practices to be considered for adoption by the Department of English at IVC regarding curriculum revision, pedagogy and student support as they relate to improving student success in WR 1 among the disproportionately impacted student populations listed above.

ACTIVITIES:

Activities will include:

- Initial book and database research on college education (generally) and college-level writing curriculum, pedagogy, and support services for the disproportionately impacted groups listed above;
- Research into best practices at community colleges in California that address student equity and success issues in transfer-level college composition courses;
- Selection of two California Community Colleges based on that research; interviews of English department chairs, directors of writing support centers, students enrolled in transfer-level composition, and institutional researchers at the two selected colleges; observe courses and writing support services at the two selected colleges; with feedback from colleagues at IVC and the two selected colleges,
- Draft a report-proposal on best practices observed and researched; draft a PowerPoint for a presentation to disseminate possible strategies for improving the success of disproportionately impacted students in WR 1 at IVC.

PRODUCTS:

1. Construct a report-proposal that can serve as a list of practices to be considered for adoption by the Department of English at IVC regarding curriculum revision, pedagogy and student support as they relate to improving student success in WR 1 among the disproportionately impacted student populations listed above.
2. Construct a PowerPoint overview of the report, suitable for English department faculty, other community college faculty, staff and administrators, and students, for presentation at January 2017 FLEX week and at a spring semester 2017 IVC21VC lecture and discussion.

SCOTT FIER

SME/Chemistry
Saddleback College
Spring 2017

TITLE: Update of the Chem 3 and Chem 1A Laboratory Programs

GOALS and OBJECTIVES:

1. Update the 25 experiments performed in Chem 3 and the 25 experiments performed in Chem 1A to reflect current changes in inquiry-based experiments, computer-based measuring and data collecting, and the use of green chemicals (more environmentally friendly) to replace those currently in use.
2. Develop a web-based mastery-learning set of assignments for each of the experiments in the two courses that can be accessed and completed on-line prior to each experiment.
3. Align the procedures for the experiments performed in the two courses so that they are compatible with the facilities and equipment that we will have in the new Sciences Building.

ACTIVITIES:

- Complete a literature search for papers pertaining to general chemistry experimentation at the university level, visit with the general chemistry laboratory coordinators at UCI and CSUF to learn about their laboratory programs, spend time observing their general chemistry labs, speak with professors at other universities that are known for their innovative chemistry laboratory programs, and then determine changes we can make in our laboratory program.
- Create web-based mastery-learning pre-lab assignments for the 25 Chem 3 experiments and the 25 Chem 1A experiments.
- Rewrite the experimental procedures for the Chem 3 and Chem 1A experiments so that they will be customized for the design of the new laboratory rooms and for the new equipment that will be available in the new Sciences Building.

PRODUCTS:

1. Two laboratory manuals, one for Chem 3 and one for Chem 1A, that will contain (1) a set of experiments emphasizing skills, techniques, and chemicals that will be currently emphasized in university chemistry programs.
2. A web-based mastery-learning set of pre-lab assignments.
3. Procedures aligned so that they are compatible with the facilities and equipment that we will have in the new Sciences Building.

BRUCE GILMAN

Liberal Arts/English
Saddleback College
Fall 2016

TITLE: Completion of a Historical Novel: A Crowd of Stars

GOALS and OBJECTIVES:

The purpose of my sabbatical is to “practice” what English teachers “preach:” to engage a major writing task with thoughtful planning and disciplined execution. My overarching goal is a teaching goal: to refine and improve my instructional capabilities in all my writing and literature courses.

1. Complete the research necessary for the novel’s character and plot development.
2. Review the current manuscript in order to revise significant portions of the book.
3. Complete the work.
4. Create a journal that guides student writers and their research processes.

ACTIVITIES:

- Extensive research concerning the historic backdrop for the novel, which features the Irish Rebellion and the Irish Literary Renaissance of the early 20th century, as well as the continuing political “troubles” in Ireland at mid-century.
- Critical review and revision of the current manuscript, which totals 300+ pages and considers the “coming of age” of an Irish playwright in his homeland and in America. Revision will include the embedding of major portions of the protagonist’s dramatic script into the book.
- A parallel task, the composition of a writing journal, will record the creative and practical challenges of conceiving and executing a lengthy prose work.
- Peer reviews will be scheduled regularly, so that professional writers and faculty will review the manuscript.

PRODUCTS:

1. A complete novel manuscript.
2. A journal of research and writing experiences, to be shared with my writing students.
3. Practical experience and pedagogical insight essential to teach two additional courses: ENG 107- Writing the Fiction and/or Non-Fiction Book, and ENG 267-Novel Workshop: Revising Manuscripts for Publication.
4. Increased knowledge of the history and impact of the Irish Renaissance, which is essential to teaching my regular course assignment, ENG 17B-Survey of English Literature: Romantic Movement to the Present.

MICHAEL HOGGATT

DSPS/Transfer, Career, and Special Programs
Saddleback College
Spring 2017

TITLE: Assistive Technology Education and Development

GOALS and OBJECTIVES:

1. Complete the Assistive Technology Certificate Program through California State University at Northridge's Center on Disabilities.
2. Develop curriculum designed to promote knowledge and independence in the use of access technology for adult learners with disabilities
3. Develop a series of workshops/trainings for staff, faculty, and others in order to promote understanding of issues related to access technology and adult learners with disabilities.

ACTIVITIES:

- Enroll and complete the CSUN-COD certificate in Assistive Technology
- Investigate resources and needs related to the availability of access technology in the Saddleback College area
- Write curriculum for an Access Technology course
- Develop trainings designed to support staff and faculty as they work with adult learners with disabilities.

PRODUCTS:

1. California State University at Northridge's Center on Disabilities: Assistive Technology Certificate
2. Curriculum for DSPS course on Access Technology
3. Creation of trainings/workshops for staff and faculty in order to support adult learners with disabilities in their access technology use.

ROBERT HOLLENBAUGH

Social and Behavioral Sciences/Sociology
Irvine Valley College
Fall 2016

TITLE: Open Electronic Resources as a Solution to Student Success Barriers: open source textbooks, readings, and audiovisual materials to lower student costs.

GOALS and OBJECTIVES:

1. Increase student access to textbook materials I review open-source sociology textbooks that are free for students and make these materials available to students and colleagues
2. Increase student access to reading materials (non-textbook) I review open-source social science supplementary reading materials, and make these materials available to students and colleagues
3. Increase student access to journalistic and multimedia sources related to course materials I review both journalistic and multimedia sources (documentary, streaming audio) that are available online and at no cost to students, and make these materials available to students and colleagues.

ACTIVITIES:

- Review open-source textbooks, supplementary reading materials, journalistic and multimedia sources available online to faculty and students.
- Catalogue these materials by subject or topic and make these available on a website to be readily accessed by colleagues and students alike.

PRODUCTS:

1. Reviewed open access learning materials
2. Create a screened catalogue of materials by type and by subject (e.g., Journalism [type] | Education [subject])
3. Design and publish a website to make the catalogue and the materials contained therein open to faculty colleagues and students to access freely.

LOMA HOPKINS

DSPS/Transfer, Career & Special Programs
Saddleback College
Fall 2016

TITLE: Survival Sign Language & Noncredit Curriculum for Students with Disabilities

GOALS and OBJECTIVES:

1. Professor/ DSPS Counselor Hopkins will learn beginning sign language skills that will improve her ability to communicate with deaf students.
2. She will develop new noncredit curriculum to improve nonverbal communication options for individuals with late onset hearing loss, for individuals with loved ones who have significant loss of hearing or loss of the ability to speak, and for professional caregivers.

ACTIVITIES:

- Professor/DSPS Counselor Hopkins will complete a one-semester 4 unit course in Beginning Sign Language.
- She will also research survival sign language curriculum that is taught in other institutions and adapt it to propose a new noncredit course in survival sign language at Saddleback College.
- She will consult with existing Saddleback College faculty in the following departments: Sign Language, DSPS, Adapted Kinesiology, Emeritus Institute, and Gerontology and adjust curriculum according to feedback from those departments.
- If at all possible, she will connect the course with a noncredit prevocational or vocational certificate.
- In her research, she will obtain recommendations for course materials and teaching methods that would best serve the target student populations.

PRODUCTS:

1. Transcript showing successful completion of Sign Language 1
2. Survival Sign Language noncredit curriculum outline and supporting
3. Sabbatical Summary Report

PHILLIS KUCHARSKI

Health Sciences/Nursing
Saddleback College
Spring 2017

TITLE: Increasing Student Success Utilizing a Blended-Flipped Classroom

GOALS and OBJECTIVES:

1. The purpose of my sabbatical project is to create modules for pre-class review that prepares students for lecture as well as planned class activities such as: case studies, role playing, games, storytelling, discussion, tactile activities, and problem solving with the application of critical thinking and clinical reasoning. To sum it up, the purpose of the blended flipped classroom is to have our nursing students "think like a nurse and act like a nurse."
2. Create three learning modules for the blended flipped classroom format.
3. Integrate the modules to the N172 course in Fall 2017.
4. Evaluate student learning through exam questions.
5. Implement class climate questions to evaluate student input.

ACTIVITIES:

- Review websites and obtain permission to use materials as needed from websites with activities for a blended-flipped classroom format.
- Explore types of technology which can be used to prepare learning materials for students by obtaining guidance from CIDDE
- Create three learning modules for N172 Medical Surgical Course.
- Create ancillary learning activities case studies, role playing, games, storytelling, discussion, as well as, problem solving, critical thinking, clinical reasoning, and tactile activities for the N172 course.
- Implement the blended flipped classroom format for N172 in Fall 2017.
- Analyze the N172 course Student Learning Outcomes (SLOs) to gain feedback regarding the students' progress, and compare these with results of prior semesters. Based upon the outcomes, I will either modify the blended flipped classroom modules or continue or add further course content to this format.

PRODUCTS:

1. Three blended flipped classroom modules specific to N172 course content.
2. Active learning activities such as: case studies, role playing, games, storytelling, discussion, tactile activities, and problem solving with the application of critical thinking and clinical reasoning.
3. PowerPoint presentations (with voice-over) for new content.
4. All products will meet 504 and 508 standards for accessibility and compliance of the Rehabilitation Act regarding access and captioning through the collaboration with CIDDE

MARGOT LOVETT

Social and Behavioral Sciences/History
Saddleback College
Spring 2017

TITLE: Postcolonial Humanities: An Interdisciplinary Reader

GOALS and OBJECTIVES:

The research and writing of the postcolonial humanities reader will be undertaken in conjunction with Dr. Ray Zimmerman of the English department at Saddleback College, who is also applying for a sabbatical during the 2016-2017 academic year. Dr. Zimmerman and I have been team-teaching the HUM 10A and OB sequence of Honors Program courses since 2011. The themes for our courses have been "Power, Resistance, and Empire" for HUM OA, and "Power, Resistance, and the Transformation of Empire" for HUM OB. By situating our courses within the relatively new field of postcolonial studies, we are doing something unique in the field of humanities. To the best of our knowledge, no one has yet written an anthology or reader suitable for use in an undergraduate college humanities course that focuses on the postcolonial experience. Our book is intended to fill that gap in the field.

1. To compile the most relevant materials in the field of postcolonial humanities in order to enhance instruction in the Honors humanities core courses at Saddleback College.
2. To directly benefit students in world history and gender studies classes by incorporating new pedagogical techniques and materials into the classroom.
3. To write a Postcolonial Humanities reader that is suitable for publication by an academic press and may be used in honors humanities classes at Saddleback and in relevant humanities classes at other colleges and universities throughout the country.

ACTIVITIES:

- Compile a body of relevant primary and secondary source documents by utilizing the libraries at UCI and UCLA, and searching online history databases.
- Edit the documents.
- Develop an outline of the parts/ sections and chapters of the book.
- Identify a suitable academic publisher and submit a book prospectus.
- Write an introduction to each section and chapter of the book, and a headnote for each entry.

PRODUCTS:

1. A body of pedagogical materials covering the postcolonial experience.
2. Instructional materials such as slides and visual images.
3. A Reader containing relevant documents and supplementary materials such as study/discussion questions that can be used to enhance instruction.

KALON MORRIS

MSE/Oceanography
Saddleback College
Spring 2017

TITLE: Marine Sediment Geology of the Desert Southwest / Local Water Quality Monitoring Program / Instructor's Edition Oceanography Lab Manual / Dual Projector Lectures

GOALS and OBJECTIVES:

1. Enhance my Oceanography students' class experience by collecting marine sediment samples from the Desert Southwest, for use in my Marine Science 20 Laboratory class. At the same locations, take photos of myself with the geological phenomenon I encounter, to be used in my Oceanography and Geology lectures.
2. Provide Marine Science students with real world experience by establishing a long-term, local water quality monitoring program in cooperation with the California State Parks/Beaches department.
3. Improve the laboratory experience for Saddleback College's Marine Science 20 students by writing an Instructor's Edition for the Oceanography Lab Manual I have authored for the class.
4. Utilize the new teaching technology of the new Science building to deliver the best lectures possible to my Oceanography and Geology students in a dual projector format.

ACTIVITIES:

- Exploration of the American Desert Southwest will increase my knowledge of the complex marine sediment geology dominating the region, thereby enhancing my ability to teach these scientific concepts to my students.
- Sediment samples will be collected for direct student use in Marine Science 20 lab exercises. Photographic observations will be taken for use in Oceanography and Geology lectures.
- These lectures will be restructured to utilize the dual projector system in the new Science building classrooms.
- A local, Saddleback student run water quality monitoring program will be established at San Juan Creek and San Mateo Creeks' estuaries.
- The Instructor's Edition to accompany my Oceanography Lab Manual for Marine Science 20 classes will be authored.

PRODUCTS:

1. Sediment samples, new observational photographs, and new dual projector lecture format for Marine Science 20 classes.
2. New Instructor's Edition Oceanography Lab Manual for Marine Science 20 faculty and lab techs.
3. Portable water quality monitoring kits for student use; publically accessible data visualization website for program results.

HEIDI OCHOA

Fine Arts & Media Technology/Speech
Saddleback College
Fall 2016

TITLE: Performance Workshop Series & Handbook for Forensics Competition: Utilizing Theatre Techniques to Enhance Students' Delivery of Speeches

GOALS and OBJECTIVES:

1. Increase students' understanding of performance modalities useful for forensics competition.
2. Standardize performance strategies learned across a student population who compete in diverse genres of competition.
3. Standardize performance concepts used by the Saddleback College coaching staff.

ACTIVITIES:

- Enroll and participate in courses offered by Saddleback College
- Create a Performance Handbook
- Design and facilitate Performance Workshop Series
- Create and assess new Student Learning Outcomes
- Revise SP 106 Curriculum

PRODUCTS:

1. Performance Handbook
2. Performance Workshop Series
3. Student Learning Outcomes
4. Revised Course Outline of Record

TOM PESTOLESI

Kinesiology/Health/Athletics

Irvine Valley College

Fall 2016

TITLE: A Study of University Level Intercollegiate Volleyball Programs

GOALS and OBJECTIVES:

1. Analyze curriculum examining methods to improve instruction in Athletics-related courses at Irvine Valley College.
2. Observe and analyze Intercollegiate Volleyball programs at the University level to improve my coaching techniques and training methods, and for the benefit of our student-athletes' competitive opportunities and placement at the university level.
3. Improve classroom/lecture instruction in Athletics-related curriculum.
4. Observe and analyze different methods of training in the gym, weight room and mental preparation for University level volleyball programs.

ACTIVITIES:

- Observe and take detailed notes and video of volleyball training in the various aspects of coaching a University level program.
- Visit top national programs: Notre Dame, Springfield College, Nebraska, Texas, UCLA, USC and the University of Hawaii.

PRODUCTS:

1. Exposure to these different programs will improve my teaching and coaching helping with organization, new techniques and tactics.
2. I am hoping to learn different and current training methods for Intercollegiate Volleyball. I will learn new methods and technology to improve match preparation and new techniques for strength training specific to the sport of volleyball.
3. These topics, and many others, will be reviewed and analyzed in a campus-by-campus report that will also include an overview of common elements and philosophies at the university level.

KAY FERGUSON RYALS

Liberal Arts/English
Irvine Valley College
Spring 2017

TITLE: Supporting Undergraduate Research and Service: Learning In The Humanities at IVC

GOALS and OBJECTIVES:

1. To expand IVC's commitment to undergraduate research and service---learning, which have been determined to be "high impact practices" that promote student success.
2. To determine best practices for supporting faculty---mentored undergraduate research and service---learning in the humanistic disciplines at IVC and to share these results with Humanities faculty colleagues, the IVC Committee on Undergraduate Research, the Honors Advisory Committee, and other interested faculty in the college and/or district via a report of findings and a PowerPoint presentation.
3. To garner ideas for more effectively incorporating research projects and/or service---learning in my own Writing 1 and Writing 2 and Literature classes as indicated by my investigations and into clubs or programs in which I am involved that offer additional opportunities.

ACTIVITIES:

- I will utilize a variety of sources including publications, websites, and interviews to determine best practices for mentoring undergraduate research and service for learning in the humanistic disciplines.
- I will also work with the College Researcher to create a tool for gathering data relevant to the faculty and student experience of faculty; mentored research at IVC and with the College Grants Specialist to seek grants to fund undergraduate research and service; learning projects in the Humanities.
- If possible, I will attend the annual "Humanities Education and Research Association" Conference in Spring 2017, contingent upon availability of faculty development funds, and time/location.

PRODUCTS:

1. Written report summarizing findings, including best practices for incorporating undergraduate research and service---learning into the humanities, resources for faculty, grants listings, and recommendations for IVC Committee on Undergraduate Research and Honors Advisory Committee.
2. Survey and/or other research tool for collecting information from students and faculty about research and service---learning experiences.
3. PowerPoint of findings to present at Flex event during the Fall 2017 semester.

GINA VICTORIA SHAFFER

Liberal Arts/English
Saddleback College
Fall 2016

TITLE: From WALL to Web: Development of a Website for WALL Literary Journal

GOALS and OBJECTIVES:

1. To create an innovative and interactive digital space for the literature and artwork of Saddleback College students, accessible to a wide audience beyond the campus
2. To provide an outlet for WALL staff members to share their insights about the creative process of producing the journal through audiovisual presentations of works from the journal; Q&A interviews with writers and artists; blogs; and collaborative projects with other departments on campus, such as the graphic design, journalism, speech, theater, and music programs.
3. To construct a digital archive for WALL that provides an interactive and immersive reading and viewing experience.

ACTIVITIES:

Activities designed to fulfill these goals and objectives include:

- Surveying websites of literary journals;
- studying web design;
- developing the site design and template for content;
- selecting a hosting site;
- incorporating the website into the curriculum for English 160; and
- launching the site.

PRODUCTS:

1. The website for WALL will serve as an interactive, reader-friendly multimedia forum for students to share their literature and artwork with an audience beyond the campus.
2. The website will become an integral part of English 160, the course devoted to producing WALL, and thus provide students with hands-on training in digital skills related to designing and producing creative content.
3. The website will be available for instructors throughout the campus to use for curricular materials and/or collaborative projects.

ABBY SIRULNIK

MSE/Biology
Saddleback College
Spring 2017

TITLE: The Development of Instructional Materials for Teaching Plant Science in Orange County Wilderness Areas

GOALS and OBJECTIVES:

1. Identify which of Orange County's nature trails are best suited for outdoor experiential education activities relating to plant biology, plant evolution, and plant ecology.
2. Develop instructional materials that can be used by Biology faculty to integrate outdoor lessons in plant biology, plant evolution, and plant ecology into their Biology curricula.
3. Improve my familiarity with plant species in wilderness areas of Orange County.

ACTIVITIES:

- I will begin by exploring the vast selection of nature trails in Orange County to select which trails are best suited for teaching Plant Science lessons in situ. Such trails are those that are accessible to classes of approximately 28 students and contain a diversity of habitats and plant species.
- After identifying which trails are best suited for outdoor lessons in Plant Science, I will develop instructional materials that are specific to each trail. The materials will include instructor guides, student worksheets, assignments, and an accompanying website. These lessons can be incorporated into Biology of Plants (Bio 31), Plants and Human Affairs (Bio 28), Introduction to Biology (Bio 20), and General Biology II (Bio 3B).
- Throughout the semester, I will be improving my own familiarity with plant species of Orange County by identifying plant species on the selected trails and participating in species counts with plant conservation organizations in Orange County.

PRODUCTS:

1. List of nature trails that are best suited for outdoor experiential learning in Plant Science with driving and walking directions for each trail.
2. Instructor guides to facilitate outdoor experiential learning in Plant Science, including plant species lists, explanations of Plant Science concepts, and descriptions of specific specimens and phenomena that can be observed during the activities.
3. Student instructions and worksheets to be completed during field lessons.
4. Homework assignments for students to complete before and after field lessons.
5. A website with pictures and descriptions of plant species and procedures.

STEPHANIE SORENSON

MSE/Mathematics
Saddleback College
AY 2016-2017

TITLE: Development of MyMathLab Online Course Shells and Resource Materials for Beginning and Intermediate Algebra

GOALS and OBJECTIVES:

1. Research and explore effective strategies for successfully implementing the online homework management system MyMathLab in the traditional classroom setting to improve student learning outcomes.
2. Create MyMathLab online course shells (or templates), based on our department course syllabi, for the most widely taught math courses at Saddleback College. These course shells will be available for any fulltime or adjunct faculty to get started using MML in their Saddleback classes, and will align directly with our curriculum.
3. Develop resource guides for Saddleback faculty wanting to implement MyMathLab in their classes and students enrolled in a class requiring MyMathLab.

ACTIVITIES:

- I will start by researching everything I can find out about implementing MyMathLab successfully in the traditional class setting. This will involve meeting with faculty at other colleges, and exploring data and case studies online on the MyMathLab website.
- I will also familiarize myself with all the features and tools available in MyMathLab. Over the following months (see timeline), I will develop course shells for our most widely taught mathematics classes: Beginning and Intermediate Algebra.
- The course shells will be ADA and Section 508 compliant, and align with our Department course syllabi and recommended homework problems.
- Throughout the process, I will also be noting and compiling tips, guidelines, and useful instructions to be written into Saddleback Faculty and Student Resource Guides for using MyMathLab.
- I will publish the finalized guides on our Department website. If time permits, and there is enough faculty interest, I will also develop course shells for some of our other courses.

PRODUCTS:

1. Saddleback College MyMathLab Course Shells for Beginning and Intermediate Algebra.
2. Faculty and Student Resource Guides for Using MyMathLab for Online Homework.

JEFF WILSON

Languages and Learning Resources/ESL
Irvine Valley College
Spring 2017

TITLE: ESL Website and Department SharePoint Development

GOALS and OBJECTIVES:

1. To provide a clear overview of the services and curriculum the ESL department provides for current and future students, the ESL department, the Counseling Department, the International Student Center, SSSP staff, local high schools, and other community groups or programs interested in the services for English language learners at IVC.
2. To make it easier for new ESL students to follow the application, assessment, orientation advisement, and enrollment process.
3. To help define clear ESL pathways (credit/non-credit or English/ESL) for students to choose courses and services based on their educational goal.
4. To act as a portal to other ESL support services/programs in the local community.
5. To improve part-time instructor knowledge about our program, such as curricula demands, SLOs, diagnostic procedures, and the student acceleration process.
6. To make it easy for all ESL instructors, new or experienced, to find ESL curricula, program, and/or college documents to aid instruction.

ACTIVITIES:

- Update and revision of outdated ESL website, creation of new/revised key documents for ESL faculty, and creation of new ESL SharePoint site to act as a repository for all documents. The ESL department has changed quite significantly in the last few years with the creation of its new Academic Writing sequence and the soon-to-be non-credit program. The department offers robust services for students, but not all services are known to current IVC students, members of the community, or other college faculty and staff.
- The website will provide a clear overview of the services and curriculum the ESL department provides for current and future students, the ESL department, the Counseling Department, the International Student Center, SSSP staff, local high schools, and other community groups or programs interested in the services for English language learners at IVC. In addition, an internal ESL website will be created (SharePoint) to facilitate streamlined communication with all ESL faculty. Key faculty documents will be created/revised as well.

PRODUCTS:

1. Updated IVC ESL website.
2. Multiple videos that can be viewed on the website and also embedded in different areas such as counseling courses, orientation, international student materials/website, SSSP services/website, adult education, and high-school outreach. This will include videos in other languages, such as Korean, that community groups can use for community outreach.
3. Revised and updated key ESL program documents, such as our ESL credit program sequence, the new non-credit program, steps for applications to enrollment, and
4. New or revised crucial department documents for all instructors, such as SLO instructions for each course, the writing challenge procedure, and the 1st week diagnostic procedure.
5. New SharePoint ESL important document repository for all ESL instructors.

RAY ZIMMERMAN

Liberal Arts/English
Saddleback College
Spring 2017

TITLE: Postcolonial Humanities: An Interdisciplinary Reader

GOALS and OBJECTIVES:

I plan to develop a postcolonial humanities textbook in conjunction with Dr. Margot Lovett of the History department at Saddleback College, who is also applying for a sabbatical during the 2016-2017 academic year. Dr. Lovett and I have been team-teaching the HUM IOA and IOB sequence of Honors Program courses since 2011 (courses now designated as HUM 30BH and 31 BH). Our themes for these courses are "Power, Resistance, and Empire." (HUM OA), and "Power, Resistance, and the Transformation of Empire" (HUM IOB). Since no anthology or reader focused on the postcolonial experience exists, Dr. Lovett and I intend to fill that gap in the field. The book will contain a collection of assorted literary texts such as short stories, poems, plays, and literary nonfiction works (which I will compile); historical writings such as documents, speeches, correspondence, and government white papers (which Dr. Lovett will provide); and artwork/ political cartoons (which both of us will identify) unified around the theme of understanding the postcolonial experience. Our book will reflect the insights of seminal and current writings in the field of postcolonial theory.

1. To research postcolonial literature, art, philosophy, history, and theory as a way of enhancing instruction in my humanities and composition courses at Saddleback college
2. To compile interdisciplinary curricular materials for these courses (e.g. readings, study questions, discussion questions, online resources such as videos and sound recordings, biographical head notes, and instructional essays)
3. To publish a postcolonial humanities reader suitable for use in history, literature, and humanities courses at Saddleback as well as colleges and universities throughout the country.

ACTIVITIES:

- Compile a body of relevant primary and secondary source documents by utilizing the libraries at UCI and UCLA, and searching online databases.
- Edit the documents.
- Develop an outline of the parts/ sections and chapters of the book.
- Identify a suitable academic publisher and submit a book prospectus.
- Write an introduction to each section and chapter of the book, and a headnote for each entry.

PRODUCTS:

1. A body of pedagogical materials covering the postcolonial experience
2. Instructional materials such as slides and visual images
3. A reader containing relevant documents and supplementary materials such as study/discussion questions that can be used to enhance instruction

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: Saddleback College and Irvine Valley College: Speakers
ACTION: Information

BACKGROUND

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

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT**SADDLEBACK COLLEGE**

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
1/27/16 9:00am – 11:50am	Laguna Woods Village Clubhouse 1 3	Peggy Nichols	ART 50X/Beginning Painting in Oil/Acrylic	Kevin Greenland	Golden Acrylics
11/17/15 1:00pm – 2:00pm	BGS 134	Sandra F. Kennedy	ANTH 4/Native American Cultures	Robert Trujillo	Federal Recognition & Cultural Preservation
12/8/15 1:30pm – 2:45pm	BGS 252	Stephen Whitson	ACCT 1A/ Financial Accounting	Mark McCreary Department of Labor	Fiduciary Responsibilities
2/20/16 9:00am – 1:00pm	BGS 135	Barbara Tamalias	CD Professional Development Conference	Tamar Andrews	Challenging Behaviors
2/20/16 9:00am – 1:00pm	BGS 149	Barbara Tamalias	CD Professional Development Conference	Faith Polk	Supporting English Language Learners

IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
January 26, 2016 4:00 pm – 6:00 pm	SSC 230 Career Center	Kaye McDonald/ Amanda Romero	Student Career Counseling	David Rohlander	Mindset for Success
February 26, 2016 12:30 pm.	A202	Parisa Soltani	Cooperative Agencies for Resources in Education (CARE) Workshop – Student Services	Dania Lizalde, Western Youth Services	Budgeting
April 8, 2016 12:30 p.m.	A202	Parisa Soltani	CARE Workshop – Student Services	Dania Lizalde, Western Youth Services	Motivation
April 28, 2016 9:00 a.m. – 12:00 p.m.	PAC Lobby	Judy Henmi	Faculty Training	Gaeir Dietrich	Brief Summary and Introduction of Section 508, Accessibility and Universal Design for Learning: Teaching for Student Success

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Basic Aid Report
ACTION: Information

BACKGROUND

The District returned to Basic Aid status in FY 1999-2000. The Board of Trustees has requested regular information reports about projected basic aid receipts and approved projects.

STATUS

As of December 31, 2015, total estimated Basic Aid receipts are \$620.3M and total approved projects are \$611.3M as shown in EXHIBIT A. The balance of \$9.0M is the reserve for unrealized tax collections.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

There were no changes for the FY 2015-2016 Basic Aid allocation from the December, 2015 Board report.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
January 25, 2016**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2011 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>Balance Remaining for 2015/16</i>
CLOSED PROJECTS							
CLOSED PROJECTS TOTAL	182,875,608	173,232,086	5,156,232	1,487,537	2,938,771	60,982	-
CAPITAL PROJECTS							
Campus Appearance Improvement IVC & SC (2009)	1,000,000	738,514	738	140,555	29,330	73,120	17,743
ATEP Building Demolition (2007)	13,700,000	1,513,289	781,124	109,025	1,744,947	2,741,440	6,810,175
ATEP First Building Phase 3A (2011)	24,700,000				761	336,973	24,362,266
ATEP Operating Budget* (2006)	13,464,683	10,398,626	507,119	564,290	579,960	622,701	791,988
ATEP Site Development (2013)	7,000,000			693,427	681,207	986,687	4,638,678
ATEP Staffing, Equipment, Program Development (2007)	891,611	538,040	291,119	7,785	14,204	2,026	38,437
ATEP Utilities/Infrastructure Phase I (2016)	7,000,000						7,000,000
IVC A200 Success Center (2014)	505,005						505,005
IVC A400 Bldg Remodel (2011)	13,013,000		28,153	608,333	953,102	5,695,412	5,728,000
IVC B200 Classroom Wing & Labs (2015)	400,000						400,000
IVC B400 Labs and Entrance Controls (2015)	410,000					1,600	408,400
IVC Defects Performing Arts Center (2014)	1,400,000				2,611	54,736	1,342,653
IVC Design and Install Entrance from Barranca (2003)	2,850,000	97,171	143,803	25,074	67,052	38,525	2,478,375
IVC Fine Arts Building (2008) - State Delay, Future Project request	856,278	61,278					795,000
IVC Health Center/Concessions Building (2016)	400,000						400,000
IVC Life Sciences Project (2004)	13,490,000	1,323,367	(1,169,892)	693,544	2,416,169	(1,120,532)	11,347,345
IVC New Parking Lot (2013)	3,100,000						3,100,000
IVC Performing Arts Center Waterproofing (2013)	470,000						470,000
IVC SSC HVAC System (2010)	800,000	21,014	732	12,124	635,534	88,716	41,881
IVC Upgrade Exterior & Entries to B300 (2013)	680,000						680,000
SC Athletic Stadium (2015)	18,000,000					73,205	17,926,795
SC Building Repairs - Library Remodel (2003)	7,869,899	1,335,267	1,817,215	(630,004)	4,864,713	225,059	257,649
SC Building Repairs - LRC Comm Arts Renovation (2013)	2,622,000		-	12,320	14,990	1,702,050	892,639
SC Building Repairs - ATAS Building (2003)	17,435,313	167,224	94,380	167,292	405,643	86,693	16,514,081
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687			124,917	519,146	1,532,643	8,072,982
SC Central Plant/CoGen Upgrade (2015)	750,000					12,503	737,497
SC Data Center Project (2016)	2,905,108						2,905,108
SC Demolition and Upper Quad Remodel (2008)	1,000,000						1,000,000
SC Digital Security Access (2015)	650,000						650,000
SC Fine Arts HVAC, Interior Improvements, Outdoor Theater (2016)	2,750,000						2,750,000
SC Fine Arts HVAC Renovation (2013)	4,950,000			2,754	76,091	216,891	4,654,264
SC Fire Alarm System (2015)	500,000						500,000
SC Golf Driving Range Net Replacement (2005)	300,000	106,750	19,300	42,520			131,430
SC Health Sciences/DS Waterproofing (2013)	1,000,000				5,209	467,431	527,360
SC LRC Defects (2015)	750,000						750,000
SC New Gateway Building (2013) (Match)	890,000						890,000
SC Sciences Building (M/S/E annex) (2003)	67,358,346	288,159	1,840,003	295,740	7,324,533	28,145,264	29,464,647
SC SME Building Renovation (2016)	750,000						750,000
SC Site Improvements (2008)	20,525,000	218,441	-	1,464	107,278	72,609	20,125,207
SC PE 200 and 300 Interior Renovation (2014)	1,000,000						1,000,000
SC PE 400 and 500 Renovation (2014)	800,000						800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000			10,710	3,495	2,438	733,357
CAPITAL PROJECTS TOTAL	269,935,930	16,807,137	4,353,794	2,881,872	20,445,975	42,058,188	183,388,963
SCHEDULED MAINTENANCE							
IVC Library Exterior (2013)	275,000				1,830	5,289	267,881
IVC Lighting & Walkways (2013)	795,055				332,278	170,531	292,246
IVC SM B100 Roof & HVAC (2015)	493,350						493,350
IVC Sports Facilities (2012)	342,600			702	43,312	30,565	268,021

South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
January 25, 2016

Project Description	Approved Amount	1999/2011 Actual	2011/12 Actual	2012/13 Actual	2013/14 Actual	2014/15 Actual	Balance Remaining for 2015/16
SC 12KV Elec Distr Repair (2014)	200,000					70,189	129,811
SC Central Plant (2013)	750,000			61,780	23,875	109,072	555,273
SC HVAC PE 100 (2014)	800,000						800,000
SC Athletics Stadium Renovation (2014)	725,000					2,841	722,159
SC PE Complex (2013)	500,000						500,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	4,881,005	-	-	62,482	401,295	388,487	4,028,741
IT PROJECTS							
Campus Desktop Refresh (2013)	4,249,334			648,198	843,987	1,913,336	843,813
Campus Desktop Refresh (2016)	1,500,000					-	1,500,000
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600					35,906	417,694
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600						115,600
SOCCCD Awards Management System (2013)	500,000			303,641	154,230		42,129
SOCCCD Blackboard Plug-ins (2013)	150,000			2,000		15,400	132,600
SOCCCD Classroom Technology and Audio Visual Refresh (2016)	1,500,000					-	1,500,000
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000						735,000
SOCCCD Data Backup and Disaster Recovery (2016)	900,000						900,000
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720			230,118	396,373	222,358	745,871
SOCCCD District IT Back Office Automation (2016)	210,000						210,000
SOCCCD Document Management Solution (2011)	659,202		622,823	18,731			17,648
SOCCCD District-wide Automatic Email Archive (2015)	165,000					80,752	84,248
SOCCCD District-wide Hardware Refresh (2014)	505,000				484,919	4,414	15,667
SOCCCD District-wide Network Security (2015)	369,895					322,157	47,738
SOCCCD District-wide Server/Storage Maintenance (2015)	950,000					832,393	117,607
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658			446,032	3,496,228	2,231,857	810,541
SOCCCD Enterprise Backup Solution (2014)	150,000				24,933		125,067
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000			31,386			118,614
SOCCCD HR/Bus Svcs Integrated Software (2013)	12,377,000		16,131	150,433	1,971,236	5,586,580	4,652,619
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500						54,500
HRIS Data Migration	20,000			15,000			5,000
IT Governance - TeamDymanixHE Software	50,000			14,400			35,600
TracDat Integration with SharePoint	36,000			35,964			37
DW Infrastructure Inventory System	75,000					14,155	60,845
MySite Help System	20,000			420	5,946		13,635
Unified Communications System	50,000			28,928			21,072
IT Contingency	924,615			31,800	32,800		860,015
SOCCCD IT Basic Aid Projects (2013)	1,175,615		-	126,511	38,746	14,155	996,204
SOCCCD IT Projects SC/IVC/APEP Instruct & Student Svc (2010)	8,744,770	5,571,957	1,745,944	888,629	136,099	11,747	390,394
SOCCCD Master Calendar Integration (2014)	300,000				58,500	677	240,823
SOCCCD Matriculation SEP System (2013)	100,000			332			99,668
SOCCCD MySite Message Customization (2014)	150,000					143,917	6,083
SOCCCD MySite Security (2014)	302,000				47,280	164,662	90,058
SOCCCD New Library System (2014)	100,000				21,909	62,088	16,003
SOCCCD Online Catalog (2014)	135,856					135,856	-
SOCCCD Online Tutoring, SI, Office Hours, Appointments (2016)	201,000						201,000
SOCCCD Positive Attendance Hours (2016)	198,000						198,000
SOCCCD Predictive Analytics (2013)	250,000			54,052		62,515	133,433
SOCCCD Refresh MDF and IDF (2016)	500,000					-	500,000
SOCCCD Server and Storage Scheduled Maintenance (2016)	925,000					-	925,000
SOCCCD Student Conduct & Incident Reporting (2015)	13,060					11,446	1,614
SOCCCD Student Early Alert System (2016)	226,800						226,800
SOCCCD Student Info Sys AR Enhancement/Electronic Refunds (2015)	600,000						600,000
SOCCCD Student Information System Enhancement (2013-2015)	6,326,400			1,047,013	1,720,024	1,379,858	2,179,505

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
January 25, 2016**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2011 Actual</i>	<i>2011/12 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>Balance Remaining for 2015/16</i>
SOCCCD Student Information System Upgrade-Phase I/Phase II (2006)	14,102,260	14,035,535	22,466	1,350	6,531	36,378	-
SOCCCD Student Print Solution (2016)	221,634						221,634
SOCCCD Student Success Dashboard (2014)	550,000				52,324	382,882	114,794
SOCCCD Support Multiple Prerequisites (2015)	302,400					12,584	289,816
SOCCCD System Testing and Stability (2016)	377,000						377,000
SOCCCD Tableau for Data Visualization (2016)	270,000						270,000
SOCCCD Technology Needs 2007/08 (2008)	8,036,477	7,604,574	392,177	28,547	2,020	9,159	-
SOCCCD Unified Student ID Card (2016)	452,000						452,000
SOCCCD Virtual Desktop (2014)	50,000				13,050		36,950
SOCCCD Waitlist Modification (2014)	514,600				249,920		264,681
SOCCCD Wireless Coverage Expansion (2015)	738,000					30,452	707,548
SOCCCD Workday Big Data (2016)	170,000						170,000
SOCCCD Workday Student BPA Sessions (2016)	227,800						227,800
SOCCCD Workday Student Influencer Program (2016)	375,000						375,000
IT PROJECTS TOTAL	80,909,181	27,212,066	2,799,541	3,976,974	9,718,309	13,703,530	23,498,761

OTHER ALLOCATIONS

SOCCCD Design/Build Specialty Consultant (2013)	525,000		13,300	91,725		66,635	353,340
SOCCCD Dist Union Offices (2014)	162,750					29,115	133,635
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	400,000						400,000
SOCCCD District-wide Mapping (2015)	400,000						400,000
SOCCCD District-wide Parking Study (2016)	200,000						200,000
SOCCCD District-wide Sustainability/Energy Planning (2016)	200,000						200,000
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	350,000				145,830		204,170
SOCCCD DSA Project Close Out (2013)	400,000			12,256	14,334	6,940	366,469
SOCCCD Facilities Software System (2013)	1,129,000			309,248	65,550	37,326	716,876
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000				3,040		206,960
SOCCCD Insurance Deductibles (2014)	300,000				100,000	100,000	100,000
SOCCCD Lease/Leaseback Consultant (2013)	425,000			8,531	9,265		407,204
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	710,000	149,494	117,900	100,578	110,074	106,955	124,998
SOCCCD Legal Counsel Facility Related Issues (2013)	900,000			35,073	2,804	36,405	825,719
SOCCCD Pre-Planning and Investigation (2015)	200,000					3,343	196,657
SOCCCD Trustee Election/General Election Expense (2004 - present)	2,598,988	1,398,988	-	354,083	-	389,456	456,461
SOCCCD Retiree Benefits (2001 - present)	63,627,683	35,417,938	2,600,000	18,489,745	3,520,000	-	3,600,000
OTHER ALLOCATIONS TOTAL	72,738,421	36,966,420	2,731,200	19,401,240	3,970,898	776,174	8,892,489

BASIC AID PROJECT TOTALS	611,340,145	254,217,711	15,040,767	27,810,106	37,475,247	56,987,361	219,808,953
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Commitments	390,693,234	(9,951,045)	70,406,108	54,193,413	45,306,580	60,691,855
Cumulative Commitments	390,693,234	380,742,189	451,148,297	505,341,710	550,648,290	611,340,145
Receipts	393,955,568	39,301,044	46,888,399	43,788,270	51,659,425	44,769,086
Cumulative Receipts	393,955,568	433,256,612	480,145,011	523,933,281	575,592,706	620,361,792
Cumulative Expenses	254,217,711	269,258,477	297,068,583	334,543,830	391,531,192	611,340,145
Uncommitted Basic Aid Funds	139,737,857	163,998,135	183,076,428	189,389,451	184,061,514	9,021,647

	<i>Approved Amount</i>						<i>Commitment Change</i>
Change from December 2015 Report	-	-	-	-	-	-	-

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Monthly Financial Status Report
ACTION: Information

BACKGROUND

Monthly General Fund financial reports 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 December 31, 2015 (EXHIBIT A). A review of current revenues and expenditures for FY 2015-2016 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of December 31, 2015

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		\$ 54,989,960	54,989,960	54,989,960	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 4,372,603	5,902,635	1,016,149	17.22%
State Sources	8600-8699	40,668,609	44,223,691	22,855,808	51.68%
Local Sources	8800-8899	211,271,019	211,269,669	122,806,221	58.13%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		256,312,231	261,395,995	146,678,178	56.11%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		\$ 311,302,191	316,385,955	201,668,138	63.74%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 76,447,234	78,301,121	37,634,943	48.06%
Other Staff Salaries	2000-2999	47,529,117	49,316,944	19,089,833	38.71%
Employee Benefits	3000-3999	42,775,271	43,524,200	19,226,771 *	44.17%
Supplies & Materials	4000-4999	6,043,484	6,464,025	1,524,875	23.59%
Services & Other Operating	5000-5999	40,832,036	40,157,196	10,378,682	25.85%
Capital Outlay	6000-6999	13,129,549	13,440,737	1,669,209	12.42%
Payments to Students	7500-7699	583,253	1,219,485	656,166	53.81%
Total Expenditures		\$ 227,339,944	232,423,708	90,180,479	38.80%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 998,414	998,414	448,414	44.91%
Basic Aid Transfers Out	7300-7399	57,851,978	57,851,978	3,600,000	6.22%
Intra Fund Transfers Out	7400-7499	0	0	0	0.00%
Total Other Uses		58,850,392	58,850,392	4,048,414	6.88%
TOTAL USES OF FUNDS		286,190,336	291,274,100	94,228,893	32.35%
ENDING FUND BALANCE		\$ 25,111,855	25,111,855	107,439,246	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 9,021,647	9,021,647		
Reserve for Economic Uncertainties		13,090,208	13,090,208		
College Reserves for Economic Uncertainties		3,000,000	3,000,000		
TOTAL RESERVES		\$ 25,111,855	25,111,855		

NOTES: As of December 31, 2014 actual revenues to date were **60.63%** and actual expenditures to date were **33.40%** of the revised budget to date.

*December H&W benefits not included in Employee Benefits.

SADDLEBACK COLLEGE
General Fund Income and Expenditure Summary
As of December 31, 2015

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		\$ 12,028,758	12,028,758	12,028,758	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 98,289,735	98,289,735	55,641,119	56.61%
Restricted Budget Allocation		21,297,930	23,754,544	11,482,559	48.34%
Total Revenue		119,587,665	122,044,279	67,123,678	55.00%
INCOMING TRANSFERS 8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		\$ <u>131,616,423</u>	<u>134,073,037</u>	<u>79,152,436</u>	59.04%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries 1000-1999		\$ 48,943,537	49,466,311	23,292,704	47.09%
Other Staff Salaries 2000-2999		24,659,956	25,055,168	9,601,405	38.32%
Employee Benefits 3000-3999		24,467,354	24,903,597	9,730,737 *	39.07%
Supplies & Materials 4000-4999		4,213,074	4,491,012	930,421	20.72%
Services & Other Operating 5000-5999		17,715,943	18,028,098	4,629,199	25.68%
Capital Outlay 6000-6999		8,752,815	8,922,818	1,162,260	13.03%
Payments to Students 7500-7699		313,744	656,033	377,902	57.60%
Total Expenditures		\$ 129,066,423	131,523,037	49,724,628	37.81%
OTHER FINANCING SOURCES/(USES):					
Debt Service 7100-7199		0	0	0	
Transfers Out 7300-7399		\$ 550,000	550,000	250,000	45.45%
Other Transfers 7400-7499		0	0	0	
Total Other Uses		550,000	550,000	250,000	45.45%
TOTAL USES OF FUNDS		<u>129,616,423</u>	<u>132,073,037</u>	<u>49,974,628</u>	37.84%
LOCATION OPERATING BALANCE		\$ <u>2,000,000</u>	<u>2,000,000</u>	<u>29,177,808</u>	
RESERVES					
Reserve for Economic Uncertainties		\$ <u>2,000,000</u>	<u>2,000,000</u>		

NOTES: As of December 31, 2014 actual revenues to date were **54.20%** and actual expenditures to date were **40.06%** of the revised budget to date.

*December H&W benefits not included in Employee Benefits.

IRVINE VALLEY COLLEGE
General Fund Income and Expenditure Summary
As of December 31, 2015

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
LOCATION BEGINNING BALANCE		4,804,007	4,804,007	4,804,007	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 58,838,750	58,838,750	34,464,120	58.57%
Restricted Budget Allocation		12,513,815	15,074,836	7,717,285	51.19%
Total Revenue		71,352,565	73,913,586	42,181,405	57.07%
INCOMING TRANSFERS 8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		<u>76,156,572</u>	<u>78,717,593</u>	<u>46,985,412</u>	59.69%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries 1000-1999		26,045,540	27,318,660	13,809,360	50.55%
Other Staff Salaries 2000-2999		15,116,386	16,499,001	6,311,722	38.26%
Employee Benefits 3000-3999		14,227,862	14,530,212	6,109,781 *	42.05%
Supplies & Materials 4000-4999		1,711,118	1,851,721	559,566	30.22%
Services & Other Operating 5000-5999		13,458,308	12,491,883	2,802,490	22.43%
Capital Outlay 6000-6999		4,129,435	4,264,250	455,666	10.69%
Payments to Students 7500-7699		269,509	563,452	278,264	49.39%
Total Expenditures		74,958,158	77,519,179	30,326,848	39.12%
OTHER FINANCING SOURCES/(USES):					
Debt Service 7100-7199		0	0	0	
Transfers Out 7300-7399		198,414	198,414	198,414	100.00%
Other Transfers 7400-7499		0	0	0	
Total Other Uses		198,414	198,414	198,414	100.00%
TOTAL USES OF FUNDS		<u>75,156,572</u>	<u>77,717,593</u>	<u>30,525,262</u>	39.28%
LOCATION OPERATING BALANCE		<u>1,000,000</u>	<u>1,000,000</u>	<u>16,460,150</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>1,000,000</u>	<u>1,000,000</u>		

NOTES: As of December 31, 2014 actual revenues to date were **55.89%** and actual expenditures to date were **41.86%** of the revised budget to date.

*December H&W benefits not included in Employee Benefits.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Quarterly Financial Status Report
ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of December 31, 2015 for FY 2015-2016, is attached (EXHIBIT A) for the Board of Trustees' information and review.

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE
Quarterly Financial Status Report, CCFS-31 IQ
VIEW QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2015-2016

Quarter Ended: (Q2) Dec 31, 2015

District: (890) SOUTH ORANGE

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2012-13	Actual 2013-14	Actual 2014-15	Projected 2015-2016
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	192,456,241	196,304,963	211,462,493	222,535,168
A.2	Other Financing Sources (Object 8900)	3,877	0	0	0
A.3	Total Unrestricted Revenue (A.1 + A.2)	192,460,118	196,304,963	211,462,493	222,535,168
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	148,087,433	147,552,068	155,345,822	186,485,616
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	37,873,228	39,024,983	45,826,804	58,550,392
B.3	Total Unrestricted Expenditures (B.1 + B.2)	185,960,661	186,577,051	201,172,626	245,036,008
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	6,499,457	9,727,912	10,289,867	-22,500,840
D.	Fund Balance, Beginning	21,095,459	27,594,916	37,322,828	47,612,695
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	21,095,459	27,594,916	37,322,828	47,612,695
E.	Fund Balance, Ending (C. + D.2)	27,594,916	37,322,828	47,612,695	25,111,855
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	14.8%	20%	23.7%	10.2%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	27,803	24,960	27,822	27,799
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CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

		As of the specified quarter ended for each fiscal year			
		2012-13	2013-14	2014-15	2015-2016
III. Total General Fund Cash Balance (Unrestricted and Restricted)					
H.1	Cash, excluding borrowed funds		61,984,046	75,248,807	104,539,080
H.2	Cash, borrowed funds only		20,000,000	0	0
H.3	Total Cash (H.1+ H.2)	75,973,993	81,984,046	75,248,807	104,539,080

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	256,312,231	222,535,168	127,471,737	57.3%
I.2	Other Financing Sources (Object 8900)	0	0	0	
I.3	Total Unrestricted Revenue (I.1 + I.2)	256,312,231	222,535,168	127,471,737	57.3%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	226,756,691	186,485,616	79,421,905	42.6%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	59,433,645	58,550,392	4,048,414	6.9%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	286,190,336	245,036,008	83,470,319	34.1%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-29,878,105	-22,500,840	44,001,418	
L	Adjusted Fund Balance, Beginning	47,612,695	47,612,695	47,612,695	
L.1	Fund Balance, Ending (C. + L.2)	17,734,590	25,111,855	91,614,113	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	6.2%	10.2%		

V. Has the district settled any employee contracts during this quarter?

YES

If yes, complete the following: *(If multi-year settlement, provide information for all years covered.)*

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
			Permanent		Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1: 2015-16	971,580	6%	2,130,518	6%	2,138,658	12.2%		
Year 2: 2016-17	1,486,517	3%	3,288,266	3%	2,758,095	3%		
Year 3: 2017-18	2,016,903	3%	4,501,505	3%	3,358,497	3%		
b. BENEFITS:								
Year 1: 2015-16	176,432		298,912		349,022			
Year 2: 2016-17	276,279		482,763		465,958			
Year 3: 2017-18	390,581		675,425		579,301			

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

Funded by local property tax revenue 8811

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? NO

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? NO
This year? NO
Next year? NO

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Facilities Plan Status Report
ACTION: Information

BACKGROUND

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

STATUS

(EXHIBIT A) provides an up-to-date report on the status of current construction projects.

FACILITIES PLAN STATUS REPORT
January 25, 2016

SADDLEBACK COLLEGE

1. SCIENCES BUILDING

	Original	Revision	Total
Project Budget:	\$52,234,000	\$8,308,000	\$67,358,000
State Match:	\$36,564,000	(\$36,564,000)	-
Basic Aid Allocation:	\$3,867,000	\$63,491,000	\$67,358,000

Budget Narrative: Budget reflects Board agenda action on 8/26/08, 10/27/08, 4/27/09, 6/22/09, 5/24/10, 2/28/2011 and 8/24/2012. On February 28, 2011, the Board reassigned \$14,789,346 from other Saddleback College projects and applied \$29,000,000 from basic aid dollars to partially fund the Sciences building after three years running with no state funding. On August 27, 2012, the Board approved \$11,179,000 to fund the remainder of the project budget. In August, the state chancellor's office has escalated the project budget to \$59,050,000 resulting in the unassigned amount of \$215,000. On October 28, 2013, the Board approved reassignment of funds from existing encumbered funding from the ATAS renovation project for an amount of \$8,523,000 for a new project budget equaling \$67,358,000.

Status: *Construction Phase:* Electrical and interior finishes are nearing completion. Site concrete and paving are progressing on schedule.

In Progress: *FF&E furniture bids have been received and are under review by the district and college.* Minor plaster at exterior, interior wall framing, drywall, and painting all three floors is nearing completion. Retaining wall installation continues. Interior cabinets and finishes are underway at all three floors. Final grading at the South, East and West is nearing completion. *Electrical fixtures, suspended ceiling systems and finish tile in all restrooms are nearing completion at all three floors.*

Recently Completed: Concrete walkways and bridges to campus are complete. Windows and Curtin-wall water testing is complete. *Grading and subgrade preparation is complete.*

Focus: Finalize the HVAC ducting and piping at the roof. Interior finishes, cabinets and finish electrical. Beginning the close out process with final M&O manuals submittals. *Hardscape*, landscaping and irrigation, and the commissioning process. Beginning the punch list process.

Project Start: March 2011	Scheduled Finish: December 2015
Projected Finish: April 2016	DSA Close Out: Pending

2. SITE IMPROVEMENTS

	Original	Revision	Total
Project Budget:	\$11,697,000	\$9,828,000	\$21,525,000
State Match:	-	-	-
Basic Aid Allocation:	\$3,442,000	\$18,083,000	\$21,525,000

Budget Narrative: Budget reflects Board agenda action on 3/24/08 and 6/22/15. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) incorporated into work scope with isolated budget, Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000) for a total project budget of \$13,580,000. On June 22, 2015 the Board approved additional funds of \$7,945,000.

Status: *Bid and Award Phase: Review of Qualification packages and interviews to arrive at three firms to provide proposals.*

In Progress: Preparation of Request for Proposals (RFP) package.

Recently Completed: Issuance of Request for Qualifications (RFQ) for Design-Build Entities.

Focus: Preparation of the Request for Proposal (RFP) documents and evaluation of RFQ documents.

Project Start: Phase I-Feb 2010	Scheduled Finish: June 2016
Projected Finish: On Hold	DSA Close Out: On Hold

3. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$8,755,055	\$8,679,945	\$17,435,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,956,000	\$15,479,000	\$17,435,000

Budget Narrative: Budget reflects Board agenda action on 2/28/11, 8/27/2012, 10/25/2013, and 6/23/2014. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing with a new budget estimated at \$14,733,000. On August 27, 2012, the Board approved \$12,777,000 to fully fund the project budget. On October 25, 2013, the Board approved reassignment of funds for an amount of \$8,523,000 for the Saddleback College Sciences Building project for a reduced budget equaling \$6,210,000. On June 23, 2014 the Board approved restored funding of \$8,523,000 and an additional \$2,702,000 to fully fund the project.

Status: Bid and Award Phase: DSA has approved documents. The Board approved the CM services agreement.

In Progress: Development of Request for Qualifications (RFQ) for construction services.

Recently Completed: Validation of construction costs at \$10.6 million. Contract in place for CM preconstruction and bid services.

Focus Issue: Begin preconstruction services, complete RFQ and advertise.

Project Start: September 2011	Scheduled Finish: March 2015
Projected Finish: October 2017	DSA Close Out: Pending

4. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE PROJECT

	Original	Revision	Total
Project Budget:	\$5,807,000	\$4,443,000	\$10,250,000
State Match:	-	-	-
Basic Aid Allocation:	\$5,807,000	\$4,443,000	\$10,250,000

Budget Narrative: Budget reflects Board agenda action on 8/27/2012, 6/17/13 and 6/23/2014. On August 27, 2012, the Board approved \$5,807,000 to fund the original project budget. On June 17, 2013, and June 23, 2014 the Board approved additional funding of \$3,714,000 and \$729,000 respectively.

Status: Construction Phase: Auto tech building and villages in punch list phase with minor construction activities and furniture, fixture and equipment installation to complete.

In Progress: Furniture and equipment being relocated from the ATAS building. New furniture being delivered. Auto tech equipment is being hooked up and calibrated.

Recently Completed: Village preliminary punch list. Parking lot paving.

Focus: Complete parking lot seal coat, striping, mechanical and electrical hook up to auto equipment, calibrate auto tech equipment, install final furniture for villages. Provide facilities training.

Project Start: May 2012	Scheduled Finish: December 2014
Projected Finish: January 2016	DSA Close Out: Pending

5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$1,000,000	\$6,700,000	\$7,700,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$6,700,000	\$7,700,000

Budget Narrative: Budget reflects Board agenda action on 5/21/2012, 6/17/13 and 6/22/2015. On May 21, 2012, the Board approved \$1,000,000 to fund the original project budget. On June 17, 2013, the Board approved additional funding of \$3,950,000. On June 22, 2015 the Board approved additional funds of \$2,750,000 to address DSA approval at canopies. *College guarantees additional \$2,100,000 necessary to fully fund project in advance of basic aid request cycle.*

Status: *Bid and Award Phase: DSA approved project. Bid Award for various construction related services underway.*

In Progress: *Contractor and Construction Management Services are being submitted to the board for approval during this January Board meeting.*

Recently Completed: *Contractor and Construction Management Services evaluations are complete.*

Focus: *Start of preconstruction activities*

Project Start: July 2012	Scheduled Finish: September 2015
Projected Finish: September 2016	DSA Close Out: Pending

6. ATHLETICS STADIUM PROJECT

	Original	Revision	Total
Project Budget:	\$18,800,000	(800,000)	\$18,000,000
State Match:	-	-	-
Basic Aid Allocation:	\$950,000	17,050,000	\$18,000,000

Budget Narrative: Budget reflects Board action on 6/23/14 and 6/22/15. On June 23, 2014, the Board approved \$950,000. On June 22, 2015 the Board approved additional funds of \$17,050,000.

Status: *Bid and Award Phase: Review of Qualification packages and interviews of firms.*

In Progress: Preparation of Request for Proposals (RFP) package.

Recently Completed: Issuance of Request for Qualifications (RFQ) for Design-Build Entities.

Focus: Preparation of the Request for Proposal (RFP) documents and evaluation of RFQ documents.

Project Start: July 2014	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

7. GATEWAY PROJECT

	Original	Revision	Total
Project Budget:	\$42,867,000	\$1,612,000	\$44,479,000
Anticipated State Match:	\$30,053,000	-\$7,813,500	\$22,239,500
Basic Aid Allocation:	\$1,545,115	\$(655,115)	\$890,000
Unallocated Amount:	\$41,321,885		\$43,589,000

Budget Narrative: Budget reflects Board action on 6/17/2013 and 6/23/2014.

Status: On Hold. A Revised Final Project Plan is submitted to the Board of Trustees at the June 22, 2015 meeting for approval to submit to the state for funding consideration.

In Progress: The project is awaiting funding. Final Project Plan submitted to the state with an increase in local match identified from 30% to 50% to increase chances of funding.

Recently Completed: On Hold.

Focus: On Hold.

Project Start: Pending	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

8. PHOTO RADIO TELEVISION RENOVATION PROJECT

	Original	Revision	Total
Project Budget:	\$2,622,000	\$0	\$2,622,000
State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$2,622,000	\$0	\$2,622,000

Budget Narrative: Budget reflects Board action on 8/27/2012.

Status: *Complete*

In Progress: *Complete*

Recently Completed: Contract work is completed. Board Agenda Notice of Completion filing. *Close out and DSA certification.*

Focus: *This project will be removed from future Facilities reports.*

Project Start: January 2012	Scheduled Finish: November 2014
Projected Finish: March 2015	DSA Close Out: <i>December 2015</i>

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

	Original	Revision	Total
Project Budget:	\$16,304,000	\$17,309,000	\$33,613,000
State Match:	\$14,472,000	-	\$14,472,000
Basic Aid Allocation:	\$1,832,000	\$17,309,000	\$19,141,000

Budget Narrative: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor’s Office FUSION report fiscal year 03-04 and 07-08.

Status: Close Out: The final Notice of Completion was filed on September 24, 2007. DSA advises close out via alternate engineer assistance. District will use recommended approach.

In Progress: Six change orders remain in “Pending” status and must be closed to arrive at DSA close out.

Recently Completed: Reopen project with DSA to address certification.

Focus: Change order close-out. DSA Close-Out Consultant is engaged to work with the DSA to complete this effort.

Project Start: October 2003	Scheduled Finish:
Finish: Complete: July 2007	DSA Close Out: Underway

2. LIFE SCIENCES PROJECT

	Original	Revisions	Total
Project Budget:	\$24,861,000	(\$4,371,000)	\$20,490,000
State Match:	\$17,393,000	(\$3,825,000)	\$13,568,000
Basic Aid Allocation:	\$1,113,000	\$1,780,000	\$13,490,000

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state’s short fall using basic aid funding for a funded total of \$17,410,000. The state has reimbursed the district \$13,568,000 resulting in no need for additional basic aid funding. \$5,700,000 of the state reimbursement has been returned to basic aid project funds.

Status: Warranty: Final warranty items to be completed by end of the year.

In Progress: Warranty closeout of project.

Recently Completed: Drawings received from architect for outstanding warranty items.

Focus: Bid documents for warranty scope of work and final closeout of project for completion of work.

Project Start: December 2008	Scheduled Finish: July 2012
Projected Finish: February 28, 2014	DSA Close Out: May 8, 2014

3. BARRANCA ENTRANCE

	Original	Revision	Total
Project Budget:	\$2,850,000	-	\$2,850,000
State Match:	-	-	-
Basic Aid Allocation:	\$2,850,000	-	\$2,850,000

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

Status: Construction Documents: Construction documents have been approved by the City of Irvine and easement and purchase of sale agreement have been executed.

In Progress: Preparation of bid documents and correspondence with Southern California Edison. *Review and coordination of bid schedule around anticipated El Nino.*

Recently Completed: Finalization of Easement agreement with City of Irvine.

Focus: Solicit for Construction Management and Testing and Inspection Firms from their respective pools in tandem with project bid.

Project Start: March 2010	Scheduled Finish: Summer/Fall 2015
Projected Finish: Early 2016	DSA Close Out: Pending

4. LIBERAL ARTS BUILDING PROJECT

	Original	Revision	Total
Project Budget:	\$3,004,051	\$10,008,949	\$13,013,000
State Match:	-	-	-
Basic Aid Allocation:	\$1,000,000	\$12,013,000	\$13,013,000

Budget Narrative: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On 8/27/2012, the Board approved \$11,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan

and determined there was no allowance for equipment. On 6/17/13 the Board approved \$1,550,000 for furniture, fixtures and equipment.

Status: *Construction:* Contractor re-installing building envelope system.

In Progress: On-going replacement of building envelope and windows *with window testing of all windows.*

Recently Completed: *Testing of 95% of windows to validate no water intrusion issues. Installation of insulation on the inside of the exterior walls where the exterior walls and windows have passed testing protocol.*

Focus: Furniture, fixture and equipment procurement. *Finalize remaining water testing of exterior envelope systems and begin installation of plaster systems.*

Project Start: December 2012	Scheduled Finish: May 2015
Projected Finish: June 2016	DSA Close Out: Pending

5. FINE ARTS PROJECT

	Original	Revision	Total
Project Budget:	\$35,703,000	\$2,053,000	\$37,756,000
Anticipated State Match:	\$25,141,000	-\$6,263,000	\$18,878,000
Basic Aid Allocation:	\$795,000	-	\$795,000
Unallocated Amount:	\$34,908,000		\$36,961,000

Budget Narrative: Budget reflects Board action on 6/23/2014.

Status: On Hold. A Revised Final Project Plan is submitted to the Board of Trustees at the June 22, 2015 meeting for approval to submit to the state for funding consideration.

In Progress: The project is waiting funding. Final Project Plan submitted to the state with an increase in local match identified from 30% to 50% to increase chances of funding.

Recently Completed: On Hold.

Focus: On Hold.

Project Start: Pending	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

6. PARKING LOT PHASE IA PROJECT

	Original	Revision	Total
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Project Budget:	\$3,010,000	\$90,000	\$3,100,000
State Match:	-	-	-
Basic Aid Allocation:	\$3,010,000	\$90,000	\$3,100,000

Budget Narrative: Budget reflects Board action on 6/23/2014 and 6/22/2015. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000.

Status: *Pre Design:* Project Kick off TBD.

In Progress: N/A

Recently Completed: N/A

Focus: Establish schedule

Project Start: Pending	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

7. HEALTH CENTER/ CONCESSIONS PROJECT

	Original	Revision	Total
Project Budget:	\$5,200,000	-	\$5,200,000
State Match:	-	-	-
Basic Aid Allocation:	\$400,000	-	\$400,000
Unallocated Amount:	\$4,800,000	-	\$4,800,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: *Pre Design:* Programming Architect *under contract.*

In Progress: Programming

Recently Completed: *Initial and follow-up Programming meetings held.*

Focus: *Complete Programming phase and statement of probable cost.*

Project Start: October 2015	Scheduled Finish: Pending
Projected Finish: Pending	DSA Close Out: Pending

ATEP

1. ATEP DEMOLITION

	Original	Revision	Total
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Project Budget:	\$7,000,000	\$6,700,000	\$13,700,000
State Match:	-	-	-
Basic Aid Allocation:	\$7,000,000	\$6,700,000	\$13,700,000

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

Status: *Between Demolition phases:* Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

In Progress: County land exchange negotiations.

Recently Completed: Land Exchange Demolition Project is complete and the Notice of Completion was approved by the Board of Trustees on September 28, 2015.

Focus: Adhere to various regulatory requirements specific to maintenance of the ATEP site.

Project Start: September 2010	Scheduled Finish: March 2013
Projected Finish: December 2016	DSA Close Out: N/A

2. ATEP - IVC FIRST BUILDING

	Original	Revision	Total
Project Budget:	\$23,000,000	\$3,250,000	\$26,250,000
State Match:	-	-	-
Basic Aid Allocation:	\$12,500,000	\$13,750,000	\$26,250,000

Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014 and 6/22/15. \$12,500,000 was originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building budget of \$12,500,000 with \$8,950,000 additional funds approved on 6/23/14. On June 22, 2015 the Board approved additional funds of \$3,250,000 for associated parking.

Status: *Construction Documents:* The project team is meeting every other week to develop the project documents.

In Progress: Sign off of Design *Development* documents by project team.

Recently Completed: *Review of 100% Design Development Drawings by stakeholders.*

Focus: *Construction Documents.* Continue discussions on exterior building materials for final selection. Meet DSA submittal target.

Project Start: July 2014	Scheduled Finish: February 2018
Projected Finish: December 2017	DSA Close Out: Pending

3. ATEP – UTILITIES AND INFRASTRUCTURE

	Original	Revision	Total
Project Budget:	\$7,000,000	-	\$7,000,000
State Match:	-	-	-
Basic Aid Allocation:	\$7,000,000	-	\$7,000,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: *Design Development: Schedule coordination with ATEP IVC First Building.*

In Progress: *Design phase is in progress. Working with the City of Tustin to complete Bell Avenue design and revise the Sub-Area Master Plan for the utilities infrastructure planning with Irvine Ranch Water District. Meetings with the Gas Company. Establish project boundaries established with Southern California Edison.*

Recently Completed: *City of Tustin accepted utility backbone infrastructure for the Bell Avenue design. Schematic phase complete.*

Focus: *Coordinate schedule with Bell Avenue and ATEP IVC First Building. Meet DSA submittal target.*

Project Start: July 2014	Scheduled Finish: February 2018
Projected Finish: December 2017	DSA Close Out: Pending

DISTRICT WIDE

1. 20 YEAR FACILITIES, RENOVATION AND SCHEDULED MAINTENANCE FACILITIES SYSTEM

	Original	Revision	Total
Project Budget:	\$704,000	\$425,000	\$1,129,000
State Match:	-	-	-
Basic Aid Allocation:	\$704,000	\$425,000	\$1,129,000

Budget Narrative: Budget reflects Board action on 6/25/2012, 6/17/2013 and 6/23/2014.

Status: *Report Development: Draft assessment reports have been submitted and are being reviewed.*

In Progress: *Evaluation of storm drain systems, including video inspections, is underway.*

Recently Completed: Consultant has provided draft reports of completed on site assessments which are being reviewed by the district and colleges.

Focus: *Completion of storm drain assessments.*

Project Start: July 2012	Scheduled Finish: May2016
Projected Finish: May 2016	DSA Close Out: N/A

2. PARKING STUDY

	Original	Revision	Total
Project Budget:	\$200,000	-	\$200,000
State Match:	-	-	-
Basic Aid Allocation:	\$200,000	-	\$200,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: *Project Initiation: Assess schedule to maximize data collection results.*

In Progress: *The project committee is meeting with the consultant to establish dates to obtain the required parking count at the beginning of the term, enabling a better understanding of capacity and traffic flow on each campus during peak periods.*

Recently Completed: *Award of consultant contract. Project schedule developed. Roles and Responsibilities defined.*

Focus: To assess current parking issues district-wide and establish standards.

Project Start: June 2015	Scheduled Finish: March 2016
Projected Finish: March 2016	DSA Close Out: N/A

3. SUSTAINABILITY STUDY

	Original	Revision	Total
Project Budget:	\$200,000	-	\$200,000
State Match:	-	-	-
Basic Aid Allocation:	\$200,000	-	\$200,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: Project Kick off TBD.

In Progress: N/A

Recently Completed: N/A

Focus: To create sustainability standards district wide.

Project Start: TBD	Scheduled Finish: June 2016
Projected Finish: June 2016	DSA Close Out: N/A

4. ADA TRANSITION PLAN

	Original	Revision	Total
Project Budget:	\$400,000	-	\$400,000
State Match:	-	-	-
Basic Aid Allocation:	\$400,000	-	\$400,000

Budget Narrative: Budget reflects Board action on 6/22/2015.

Status: *Proposal and Award*

In Progress: An RFP&Q for a development of an ADA Transition Plan is underway.

Recently Completed: *Submissions of Qualifications and Proposals have been received and evaluations are underway.*

Focus: *Review submittals, negotiate contract and prepare recommendation of award to the Board.*

Project Start: August 2015	Scheduled Finish: June 2017
Projected Finish: June 2017	DSA Close Out: N/A

Project updates for active projects may be viewed at:
<http://www.socccd.edu/businessservices/ProjectUpdates.html>.

Definitions:

Project Start: Month Architect/Consultant(s) are brought on board for design of project

Scheduled Finish: Assumed duration of project depending on variables, such as agency review, etc. outside District and consultant control

Projected Finish: Identified finish at the time of the report

DSA Close Out: The process of sending required documents to DSA to obtain project certification.

Note: When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year 2016-2017. (FUSION is

the State Chancellor's Office database for Capital Outlay.) The word "Anticipated" is included in project budget table when money has not yet been allocated but the amount has been identified by the state.

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 70% match and so on as the economy changes) from the original project approvals to current date. The "Revisions" column for the Basic Aid Allocation will show a total variation to date taking into account both increased and decreased basic aid allocations.

The Unassigned category identifies an underfunded budget.

The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

TO: Board of Trustees
FROM: Gary L. Poertner, Chancellor
RE: SOCCCD: Retiree (OPEB) Trust Fund
ACTION: Information

BACKGROUND

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the periods ending November 30, 2015, and December 31, 2015 (EXHIBIT A).

For November, the portfolio was comprised of 50.8% Fixed Funds (Bonds) and 49.2% Common Stocks (Domestic and International). The portfolio's performance decreased 0.13%, ending with a fair market value of \$91,546,935, and an annualized return of 5.35%.

For the period ending December, the portfolio was comprised of 50.0% Fixed Funds (Bonds) and 50.0% Common Stocks (Domestic and International). The portfolio's performance decreased 1.56%, ending with a fair market value of \$90,246,709, and an annualized return of 5.07% which is consistent with the market.

December 7, 2015

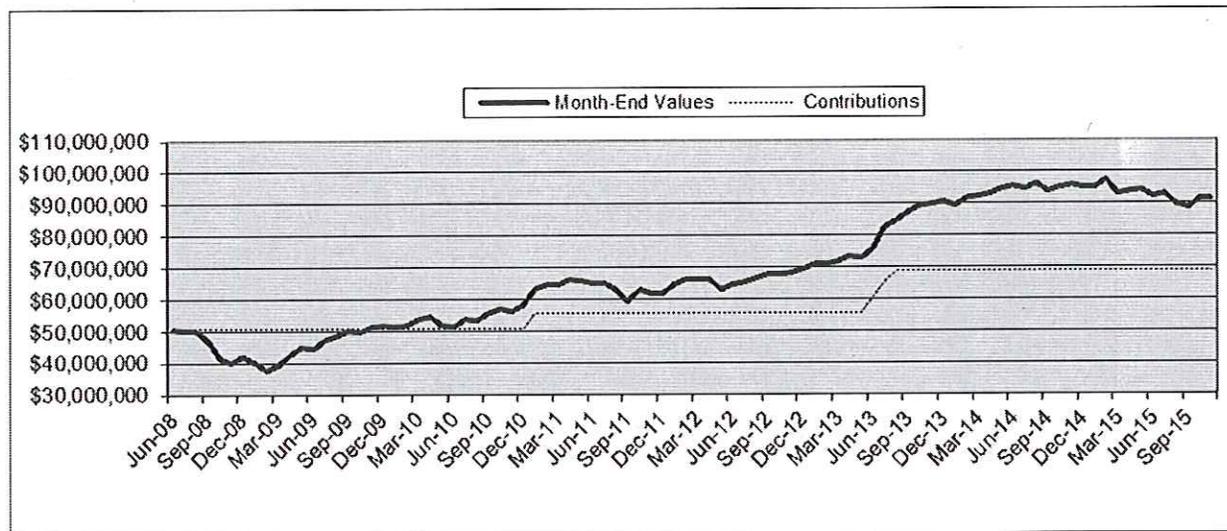
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

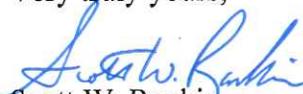
Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on November 30th of \$91,546,935.19 your portfolio's performance was down -0.13% for the month and up 5.35% 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 (49.2%) and fixed income funds (50.8%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. \$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.

<i>Performance</i>	<i>November 2015</i>	<i>Year-To-Date</i>	<i>Annualized Since Inception</i>
South Orange CCCD	-0.13%	0.30%	5.35% annualized return
S&P 500	0.30%	3.04%	9.12% (Domestic Stocks)
MSCI EAFE	-1.56%	0.54%	1.20% (International stocks)
Barclays Aggregate	-0.26%	0.89%	4.47% (Domestic Bonds)
Barclays Global	-1.66%	-3.68%	2.34% (Global Bonds)



Very truly yours,

Scott W. Rankin
Senior Vice President

January 8, 2016

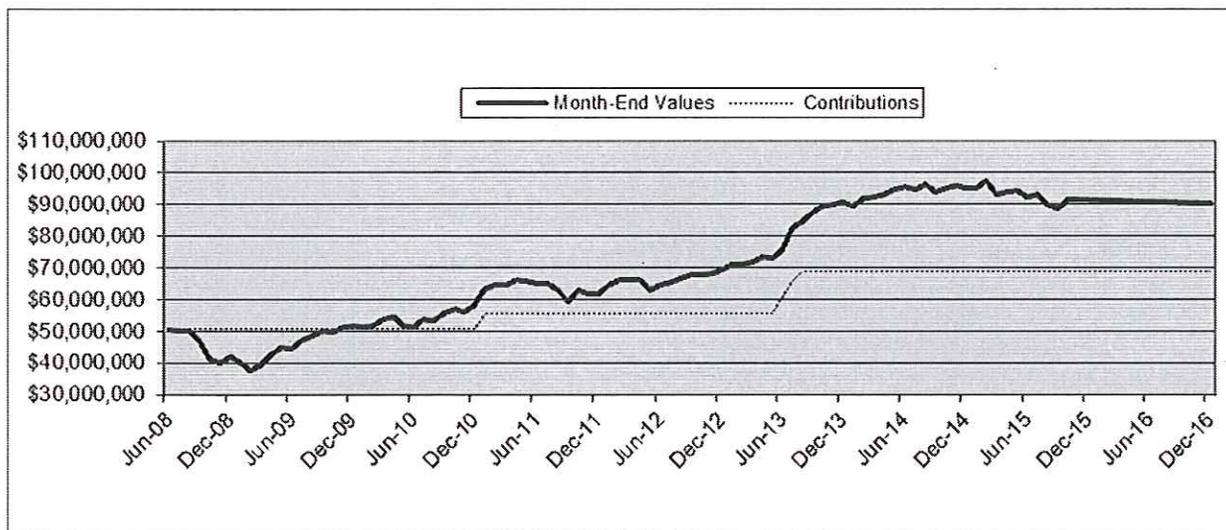
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

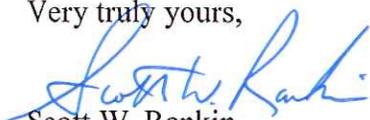
With a fair market value on December 31st of \$90,246,708.56 your portfolio's performance was down -1.56% for the month and up 5.07% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (50.0%) and fixed income funds (50.0%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>December 2015</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	-1.56%	-1.26%	5.07% annualized return
S&P 500	-1.58%	1.41%	8.79% (Domestic Stocks)
MSCI EAFE	-1.35%	-0.81%	1.00% (International stocks)
Barclays Aggregate	-0.32%	0.57%	4.38% (Domestic Bonds)
Barclays Global	0.53%	-3.17%	2.39% (Global Bonds)



Very truly yours,



Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

EXHIBIT A
Page 3 of 3

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
July-13	\$ 5,000,000	\$ 65,409,811	\$ 82,877,790
August-13	\$ 3,389,913	\$ 68,799,724	\$ 84,697,024
September-13	\$ -	\$ 68,799,724	\$ 87,424,231
October-13	\$ -	\$ 68,799,724	\$ 89,609,089
November-13	\$ -	\$ 68,799,724	\$ 89,951,634
December-13	\$ -	\$ 68,799,724	\$ 90,697,726
January-14	\$ -	\$ 68,799,724	\$ 89,457,863
February-14	\$ -	\$ 68,799,724	\$ 92,015,106
March-14	\$ -	\$ 68,799,724	\$ 92,418,028
April-14	\$ -	\$ 68,799,724	\$ 93,035,180
May-14	\$ -	\$ 68,799,724	\$ 94,606,053
June-14	\$ -	\$ 68,799,724	\$ 95,689,395
July-14	\$ -	\$ 68,799,724	\$ 94,769,733
August-14	\$ -	\$ 68,799,724	\$ 96,479,698
September-14	\$ -	\$ 68,799,724	\$ 94,002,753
October-14	\$ -	\$ 68,799,724	\$ 95,339,341
November-14	\$ -	\$ 68,799,724	\$ 96,004,369
December-14	\$ -	\$ 68,799,724	\$ 95,241,531
January-15	\$ -	\$ 68,799,724	\$ 95,202,573
February-15	\$ -	\$ 68,799,724	\$ 97,642,721
March-15	\$ (4,000,000)	\$ 64,799,724	\$ 93,188,823
April-15	\$ -	\$ 64,799,724	\$ 94,125,319
May-15	\$ -	\$ 64,799,724	\$ 94,358,288
June-15	\$ -	\$ 64,799,724	\$ 92,222,506
July-15	\$ -	\$ 64,799,724	\$ 93,208,064
August-15	\$ -	\$ 64,799,724	\$ 90,108,927
September-15	\$ -	\$ 64,799,724	\$ 88,539,000
October-15	\$ -	\$ 64,799,724	\$ 91,671,410
November-15	\$ -	\$ 64,799,724	\$ 91,546,935
December-15	\$ -	\$ 64,799,724	\$ 90,246,709
	\$ 64,799,724		



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T 949-451-5100 | www.ivc.edu

TO: Gary L. Poertner, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President *GR*

DATE: January 14, 2016

SUBJECT: **President's Report for the January 25, 2016 Board of Trustees Meeting**

IVC Theatre Arts Department Gets New Chair

Beginning in January, M. Scott Grabau will be the chair of the Theatre Arts Department. He holds a master's of fine arts in theatre from UC San Diego and has spent more than 20 years as a professional theater artist. As an associate professor at Irvine Valley College (IVC), Grabau developed certificates in technical theater and stage management. He also has secured additions to the Performing Arts Center's stage lighting inventory, enabling fully lit shows in the Studio Theater and Main Stage simultaneously. Founding Chair Ron Ellison will return to the faculty ranks.

IVC Professional Development Week

The IVC Faculty Professional Development Week began on January 12 with breakfast and opening session hosted by President Roquemore. Keynote speaker, Dr. Terri Manning, Associate Vice President for Information Technology and Research Services and CEO of the Center for Applied Research at Central Piedmont Community College in Charlotte, North Carolina, presented on "Best Practices in Institutional Effectiveness" and "The Millennial Generation." Dr. Manning also conducted two workshops: "Evaluation and Institutional Effectiveness in Instructional Programs" and "Evaluation and Institutional Effectiveness in Student Services." During the Professional Development Week, IVC Chief of Police Will Glen conducted an all-college safety expert training.

29th Annual Astounding Inventions

On Saturday, January 30, young inventors from kindergarten through eighth grade will compete at the 29th Annual IVC "Astounding Inventions" competition, presented by Knobbe Martens Olson & Bear, LLP and the IVC Foundation. The 2016 competition and exhibition will feature a variety of science, technology, engineering, and math (STEM) activities, displays and demonstrations. More than 450 students will present inventions that they conceived and crafted on their own. The students compete for \$10,000 in cash prizes, certificates of achievement and ribbons from the IVC Foundation. The inventions are grouped by grade level and judged on their originality, usefulness, and a written description and illustration submitted by the student. Over sixty judges representing the scientific, education, civic and business communities determine the winners at the event. In addition, as part of its title sponsorship, Knobbe Martens will select two students' inventions from the event (one from Irvine Unified School District and one from Tustin Unified School District), based on the perceived patentability of the invention, and will offer to conduct a pro bono patent search and write a provisional patent application for the invention.

Toys for Tots Success

Over 100 toys were collected by the IVC Performing Arts Center's (PAC) "Toys for Tots" holiday campaign this year. The PAC offered two free tickets to a performance for the 2015-16 season if patrons brought a new, unwrapped toy to donate to the Toys for Tots campaign. This is the fourth year that the PAC and the School of the Arts have collected toys to be distributed to economically disadvantaged children throughout Orange County. Every year, patrons praise the opportunity provided to give back to the community while being able to enjoy a live event in the PAC. A similar opportunity will be available throughout the Spring 2016 semester as the PAC collects school supplies and backpacks that will be donated to the Edward B. Cole, Sr. Academy in Santa Ana.

Edison International Again Supports IVC STEM & Summer Bridge

For the third year in a row, Edison International will provide \$25,000 to support enrichment programs for IVC's Summer Bridge curriculum and STEM scholarships. The 2016 Bridge Program will help to smooth the transition of high school grads who will be entering IVC as freshmen and set them on the road to successful transfer to a four-year college or university.

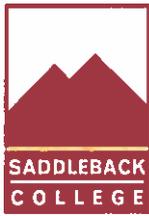
IVC Speech and Debate Team Wins Championships

The IVC Speech and Debate Team won three first-place sweepstakes awards at the 2015 Pacific Southwest Collegiate Forensics Association Fall Championships held at Mt. San Antonio College December 4-6, 2015. The tournament had 41 schools from three states in attendance with more than 1,100 total entries. The team took home a first place sweepstakes as the top community college and a second place sweepstakes as the top novice squad. The IVC team also received the Dan Miller Perpetual Sweepstakes award. This award is presented to the school that accumulates the most sweepstakes points from season to season. Alumna and former IVC adjunct coach, April Griffin, was also honored at the tournament with the Wyman-Howe Award. The annual award recognizes the coach who demonstrates the finest qualities of Forensics.

In November, the National Parliamentary Debate Association also ranked the IVC squad as the top community college and second among all two and four year institutions. Only the University of Texas at Tyler has scored more points.

IVC Faculty Film Debuts in Los Angeles International Children's Film Festival

School of the Arts faculty member Dr. Patricia Beckmann Wells' film, *Family Tale*, premiered at the Los Angeles County Museum of Art in December as part of the Los Angeles International Children's Film Festival. *Family Tale* is an animated documentary about the complex adoption of Wells' son. The film has also been accepted into the Green Bay International Film Festival.



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for January 25, 2016 Board of Trustees Meeting

Sue and Bill Gross Establish \$1 Million Endowment

Saddleback College is pleased to announce that Sue and Bill Gross, of Laguna Beach, have established a \$1 million endowment to provide scholarships to students in career technical education programs that lead directly to jobs in skilled occupations with a strong employment outlook. The Sue and Bill Gross Scholars Endowment will support students in programs that can be completed in two years or less that lead to jobs that pay a living wage in Orange County.

The scholarships provide much-needed funding to help students pay for their college education, but also address the profound increase in available jobs that require education or training beyond high school, but often less than a bachelor's degree.

The generous endowment follows the Gross Scholars Program established in 2014, which has provided \$500,000 in scholarships for students in the "forgotten middle" – students who have an unmet financial need yet are ineligible for a full Pell Grant or other government assistance to pay for college – who successfully complete education and career training at Saddleback College and secure skilled jobs.

Saddleback Awarded \$495,500 Grant for Apprenticeship Program

The California Apprenticeship Initiative awarded a \$495,500 grant to Saddleback College to develop a manufacturing apprenticeship program that will help underrepresented workers acquire skills that are needed by local industry. Within the next decade, the local need for a trained manufacturing workforce will far exceed the supply of skilled workers. The Manufacturing Pre-Apprenticeship Consortium will help students build their skills to find jobs with a livable wage in our local community.

New Managers Welcomed

Two new members were added to our management team: Dr. Jennifer Tucker Klein, director of research, planning, and accreditation, and Erin McHenry, director of annual giving and development services.

Professional Development Week

President Burnett welcomed faculty, staff, and management to the spring semester with a faculty breakfast and part-time faculty dinner held on Thursday, January 14th, and a classified luncheon held on Friday, January 15th. Topics covered included enrollment management, campus safety, and results of the professional development survey. The nominees of the innovation and leadership awards were also named:

Faculty: Safiah Mamoon, Kim Stankovich, Sean Osborn, Blake Stephens, Barbara Tamialis, Emily Quinlan, Rebecca Knapp, Jennifer Forouzesh, Patricia McGinley, Ken Lee, Lisa Inlow, and Kathleen Lunetto.

Part-Time Faculty: Karen Bower and Maria Teresa Romero.

Classified Staff: Howard Dwight, Nina Welch, Kevin Della Betta, Shouka Torabi, Mark Kruhmin Rania Mesri, Mary Anstadt, Katlin Choi, Jim Fagan, Renee Barenbaum, Sherri Dadsetan, Stephanie Reyna, Albert Lao, Raj Dhillon, Ileana Grecu, Emerson Abbott, Matt Brodet, and Darline Arroyo.

Management Winners: Dr. Estella Castillo-Garrison and Christina Hinkle.

Office of Administrative Services

The Saddleback College Grants Office collaborated with the Economic and Workforce Development office to prepare a successful application to receive a \$495,534 grant to develop the Manufacturing Pre-Apprenticeship Consortium (M-PAC) to prepare students for apprenticeship opportunities. Through this 2-year grant, California Apprenticeship Initiative Pre-Apprenticeship Grant Program RFA No. 15-192, Saddleback College will help underrepresented workers to qualify for apprenticeship training opportunities made possible by building upon existing relationships with industry partners. In collaboration with the Southern California Tool & Die, Mold, Machinist & Metal Trades Apprenticeship Committee, the M-PAC Project will conduct outreach to existing industry partners and new industry partners to enlist them in supporting workers in apprenticeship programs to ensure a skilled workforce.