

Meeting of the Board of Trustees March 28, 2016

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:

- Public Employee Appointment, Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)(1 matter)
 - A. Public Employee Employment, Discipline, Dismissal, Release (Government Code Section 54957(b).)(1 matter)
- 1.4 Conference with Labor Negotiators (Government Code 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 (Government Code Section 54956.8)(1 matter)
 - 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 terms of an exchange of land.
- 1.6 Conference with Legal Counsel (Government Code 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

2.2 Invocation

Led by Trustee David Lang

2.3 Pledge of Allegiance

Led by Trustee Marcia Milchiker

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 <u>DISCUSSION ITEMS</u>

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 Februrary 22, 2016.

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 SOCCCD: Irvine Valley College Liberal Arts Project, Use of Multiple Award Contract for Furniture Purchases, Kimball International Marketing, Inc.

Approve the use of the Kimball International Marketing, Inc. CMAS contract 4-11-71-0031F for furniture purchases. This approval applies to purchases made within the term of the contract and is contingent upon verification of the availability of funds for each purchase.

5.4 Saddleback College: Study Abroad Program to Madrid, Santander, and Barcelona Spain from July 1, 2016 to August 1, 2016

Approve the Saddleback College study abroad program: Spanish Culture and Art in Madrid, Santander, and Barcelona Spain from July 1, 2016 to August 1, 2016, as summarized in EXHIBIT B, and authorizes the administration to execute the Education Tour Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements in EXHIBIT C.

5.5 Saddleback College: Student Travel, Study Abroad Program to Florence, Italy, from July 1, 2016 to July 16, 2016

Approve the Saddleback College study abroad program: Italian Cuisine Studies in Florence, Italy from July 1, 2016 to July 16, 2016 as summarized in EXHIBIT B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements in EXHIBIT C.

5.6 Saddleback College: Student Travel, Study Abroad Program to Florence, Italy, from June 17, 2016 to July 16, 2016

Approve the Saddleback College study abroad program: Italian Language Studies in Florence, Italy from June 16, 2016 to July 16, 2016 as summarized in EXHIBIT B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements in EXHIBIT C.

5.7 SOCCCD: Saddleback College, Storage Buildings Project, Award of Bid No. 2045, RT Contractor Corporation

Award Bid No. 2045, Saddleback College Storage Buildings project and approve the agreement with RT Contractor Corporation of Garden Grove, CA, in the amount of \$117,000.

5.8 Saddleback College: Curriculum Revisions for the 2016-17 Academic Year

Approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College.

5.9 Saddleback College and Irvine Valley College: Community Education, Summer 2016

Approve Community Education courses, presenters, and compensation for Summer Session 2016.

5.10 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.

5.11 **SOCCCD: Trustees' Requests for Attending Conferences**

Approve trustees' requests for attending conference(s).

5.12 SOCCCD: Agreement for Specialized Legal Services, Walsh & Associates, APC

Approve the specialized legal services agreement with Walsh & Associates, APC.

5.13 SOCCCD: Budget Amendment: Adopt Resolution No. 16-06 to Amend FY 2015-2016 Adopted Budget

Adopt Resolution No. 16-06 to amend the FY 2015-2016 Adopted Budget.

5.14 **SOCCCD**: Transfer of Budget Appropriations

Ratify the transfer of budget appropriations for the current reporting period ending February 29, 2016

5.15 SOCCCD: Purchase Orders and Checks

Ratify the purchase orders and checks as listed.

5.16 **SOCCCD: February 2016 Change Orders / Amendments**

Ratify change orders and amendments as listed.

5.17 **SOCCCD: February 2016 Contracts**

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 **SOCCCD: Emergency Operations Plan**

Accept for review and study the proposed the SOCCCD Emergency Operations Plan.

6.2 **SOCCCD: CCCT Board of Directors Election 2016**

Recommendation for SOCCCD board members to nominate eight candidates to the CCCT Board of Directors.

6.3 SOCCCD: Irvine Valley College (IVC) Barranca Entrance Project, Advanced Technology and Education Park (ATEP), IVC First Building Project, and ATEP Utilities and Infrastructure Project, Phase I; Construction Management Services, Balfour Beatty Construction, LLC Approve the construction management services agreement with Balfour Beatty Construction, LLC for the IVC Barranca Entrance, the ATEP IVC First Building and adjacent parking lot, and the ATEP Utilities and Infrastructure, Phase I projects, for a not to exceed amount of \$1,151,310.

6.4 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, for a revised contract amount of \$55,545,633.

6.5 SOCCCD: Saddleback College Technology and Applied Science Swing Space Project, Change Order No. 5, Solpac Construction, Inc. (dba Soltek Pacific Construction Company)

Approve Board Change Order No. 5 in the amount of \$292,451 with Solpac Construction, Inc. (dba Soltek Pacific Construction Company) for the Saddleback College Technology & Applied Science Building Swing Space project, for a total contract amount of \$7,393,824.

6.6 SOCCCD: Equipment and Cloud Software as a Service (SaaS), Meridian IT, Inc.

Approve the use of the listed CMAS contract, 3-15-70-3035B, for equipment and Cloud Software as a Service from Barracuda Networks through Meridian IT, Inc. Total costs for the project will not exceed \$500,000 and is contingent upon verification of the availability of funds for each purchase.

6.7 SOCCCD: Computer Equipment and Related Devices, HP Inc. and Hewlett Packard Enterprise

Approve contracting with Hewlett Packard Enterprise for servers and storage, and HP Inc. for the purchase of computers, laptops and tablets, pursuant to the Master Price Agreement Nos. MNNVP-134 and MNNVP-133, awarded by the state of Minnesota and approved for use in the state of California through Participating Addendum No.7-15-70-34-001. Annual expenditures for the term under this agreement will not exceed \$2,500,000.

6.8 SOCCCD: Authorization to Join the California Public Entity Pension Stabilization Trust for STRS & PERS Pension Rate Increase

Approval of the California Public Entity Pension Stabilization Trust (PST) agreement and the member agreement for the purposes of joining PST and investing the funds for the PERS and STRS rate increases assigned from basic aid at its February 22, 2016 board meeting.

6.9 SOCCCD: Board Policy Revision: BP- 4003 Employment of Relatives, BP-4310 Duties and Responsibilities of the Department/Academic Chair, BP-5320 Academic Renewal, BP-6135 Library User Fees, BP-5610.1 Student Fees

Accept for review and study.

6.10 SOCCCD: Board Policy Revision: BP-2100 Delegation of Authority to the Chancellor, BP-3200.1 Contracts, BP-3200 Purchasing and Contracts, BP-4006 Medical Examination, Communicable Disease, and Tuberculosis Testing, BP-4007 Health Examinations, BP-4161

Professional Development and Growth, BP-4215 Student Employment, BP-4306 Calendar, Committees, BP-6180 Career and Technical Educational Program Advisory

Accept for discussion and approval.

6.11 SOCCCD: Authorization of Payment to Trustee Absent from Board Meeting

Authorize payment to Trustee Wright who was absent from the board meeting on February 22, 2016.

6.12 **SOCCCD:** Academic Personnel Actions – Regular Items

Approve New Personnel Appoinments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Reduced Workload Program with STRS Retirement, Resignation/Retirement/ Conclusion of Employement.

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

Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce Classified Position, Authorization to Create New Job Classifications, Reorganization, Authorization to Increase Hours on a Classified Position, Temporary Increase in Hours, Change of Status, Out of Class Assignments, Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.

6.14 SOCCCD: 2015-2016 Full-time Faculty Hiring Amendment – Irvine Valley College

Approve amendment to the IVC Full-Time Faculty Hiring List for 2015-2016.

6.15 SOCCCD: 2016-2017 Full-time Faculty Hiring Amendment – Saddleback College

Approve amendment to the SC Full-Time Faculty Hiring List for 2016-2017

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 February 29, 2016.

7.4 SOCCCD: Retiree (OPEB) Trust Fund

Report from period ending February 29, 2016.

- 7.5 **SOCCCD: Quarterly Investment Report**As of the quarter ending on December 31, 2015.
- 7.6 **SOCCCD: Facilities Plan Status Report -**Status of current construction projects

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.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT ITEM: 5.1

DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Minutes of the Board of Trustees Meeting

ACTION: Approval

Minutes from:

February 22, 2016 Regular Meeting of the Board of Trustees (Exhibit A) are submitted to the Board for review and approval.

Item Submitted by: Gary L. Poertner, Chancellor

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

MINUTES OF THE BOARD OF TRUSTEES' MEETING February 22, 2016

PRESENT

Members of the Board of Trustees:

Timothy Jemal, President
David B. Lang, Clerk
Barbara J. Jay, Member
Marcia Milchiker, Member
T.J. Prendergast, III, Member
Terri Whitt, Member
Lemar Momand, Student Member

Administrative Officers:

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

ABSENT

James R. Wright, Vice President Robert Bramucci, Vice Chancellor, Technology and Learning Services

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.**

One public comment was heard by the Board regarding CSEA contract negotiations.

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).)(1 matter)
 - A. 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 Real Property Negotiators (GC Section 54956.8)
 - A. Lease of Property by District: Portion of Saddleback College site: Fowler Property Acquisitions, LLC (formerly MG Promenade Apartments LLC), 28032 Marguerite Parkway, Mission Viejo; regarding price and terms of payment. Agency Designated Negotiator: Debra Fitzsimons, Ed.D.
 - B. Lease of Property by District: Portion of Advanced Technology Park (ATEP) site: Los Angeles Football Club, 15445 Lansdowne Road, Tustin; regarding price and terms of payment. Agency Designated Negotiator: Debra Fitzsimons, Ed.D.
- 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)
 - 1. Placeholder

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

On a 6-0 vote with Trustee Wright absent, the Board approved a general intermittent leave without pay from March 1 through June 1, 2016 to a part-time classified employee at Saddleback College.

2.2 Invocation

Led by Trustee Tim Jemal

2.3 Pledge of Allegiance

Led by Trustee David Lang

2.4 Public Comments

Members of the public may address the Board on any item on the agenda at this time or during consideration of the item. Items not on the agenda that are within the subject matter jurisdiction of the Board may also be addressed at this time. If you wish to address the board, please 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.**

One public comment regarding interest in candidacy for Trustee Area 3.

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 <u>DISCUSSION ITEMS</u>

4.1 Saddleback College and Irvine Valley College: Board Report Active Shooter Preparations and Training

Representatives from Saddleback College and Irvine Valley College will do a presentation and/or be available to answer questions regarding active shooter preparations and training at both colleges.

At the request of Trustee Terri Whitt, Saddleback College Police Chief Pat Higa and IVC Police Chief Will Glen provided a high level overview of the planning and training being implemented at each college to prepare for an active shooter incident.

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.

Student Trustee Momand requested to pull item 5.4 and Trustee Whitt requested to pull item 5.6 from the consent calendar for separate discussion/action.

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

- 5.1 **SOCCCD**: **Board of Trustees Meeting Minutes**Approve minutes of a Regular Meeting held on January 25, 2016.
- 5.2 Saddleback College: Curriculum Revisions for the 2016-17 Academic Year

Approve the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College.

5.3 Saddleback College: Revision of Instructional Material Fees in Math Science and Engineering Courses

Approve the Saddleback College revised Instructional Material Fees in Math Science and Engineering courses for 2016/2017.

5.4 SOCCCD: Saddleback College, Cafeteria Operation Services Agreement, Amendment No. 2, S & B Foods

Approve Amendment No. 2 Saddleback College Cafeteria Operation Services agreement with S & B Foods for the first one-year extension beginning July 1, 2015 and ending June 30, 2016.

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

5.5 Saddleback College: Student Out-of-State Travel, 64th National Student Nursing Association Convention (NSNA), March 30, 2016 through April 3, 2016, Orlando, Florida

Approve the student out-of-state travel for eight students and one faculty advisor to attend the 64th Annual NSNA Convention in Orlando, Florida at a cost not to exceed \$6,764.48 for the time period of March 30, 2016 through April 4, 2016.

5.6 Saddleback College: Student Travel, Study Abroad Program to Southeastern Brazil, June 12, 2016 to June 25, 2016

Approve the Saddleback College study abroad program: Southeastern Brazil in the summer of 2016 as summarized in directs the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements.

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

5.7 Saddleback College: Study Abroad Program to Santander, Spain, from July 1, 2016 to August 1, 2016

Approve the Saddleback College study abroad program: Spanish Language Studies in Santander, Spain in the summer of 2016 as summarized in EXHIBIT B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements in EXHIBIT C.

5.8 Saddleback College: Student out of state travel, Fashion 218: New York Study Tour, New York, NY

Approve the Saddleback College: Student out of state travel, Fashion 218: New York Study Tour, New York, NY, from June 13, 2016 through June 18, 2016.

5.9 Saddleback College: Student Travel, Study Abroad Program to Ireland, June 26, 2016 to July 17, 2016

Approve the Saddleback College study abroad program to Ireland, June 26, 2016 to July 17, 2016, as summarized in EXHIBIT A, and authorizes the administration to execute the Education Tour Field Study Travel Contractor Agreement with the Seorianta Ltd T/A Rainta for coordinating all travel agreements in EXHIBIT C.

- 5.10 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.
- 5.11 Irvine Valley College: Model United Nations Program, Out-of-State Travel, National Model United Nations Conference, March 25–31, 2016, New York, NY

Approve the IVC Model United Nations Program out-of-state conference travel for up to 20 students and two faculty advisors to attend the National Model United Nations – New York Conference from March 25 – 31, 2016.

5.12 Irvine Valley College: Instrumental Music Area – Wind Symphony Out-of-State Travel to the College Band Directors National Association Western/Northwestern Regional Conference at the University of Nevada, Reno, March 15-20, 2016

Approve the 2016 Out-of-State Travel to the 2016 College Band Directors National Association Western/Northwestern Regional Conference at University of Nevada, Reno, March 15-20, 2016.

5.13 Irvine Valley College: Out-of-State Travel, Phi Theta Kappa Nevada/California Regional Conference, April 1 – 3, 2016, Las Vegas, Nevada

Approve the out-of-state student travel for up to eight students and two faculty advisors to attend the Phi Theta Kappa Nevada/California Regional Conference from April 1-3, 2016.

- 5.14 Irvine Valley College: Out-of-State Travel, Phi Theta Kappa 98th International Convention, April 6 10, 2016, National Harbor, Maryland Approve the out-of-state student travel for up to eight students and two faculty advisors to attend the Phi Theta Kappa 98th International Convention in National Harbor, Maryland, from April 6-10, 2016.
- 5.15 Saddleback College and Irvine Valley College: Community Education, Summer 2016

Approve Community Education courses, presenters, and compensation for Summer Session 2016.

5.16 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.

5.17 SOCCCD: Irvine Valley College and Saddleback College, Amendment No. 1, Digital Catalog Software, Digital Architecture

Approve Amendment No. 1 with Digital Architecture of Lakeland, FL, for the first one-year extension beginning November 20, 2015 and ending November 19, 2016, in an amount not to exceed \$25,493 for annual operational fees.

5.18 SOCCCD: Office Supplies Contract, Extension of Agreement, Amendment No. 2, Office Max Solutions

Approve the agreement with Office Max Solutions for an additional year beginning March 27, 2016 through March 26, 2017.

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

5.20 SOCCCD: Retiree Other Post-Employment Benefits (OPEB) Trust Actuary Report and Recommended Funding

Accept Nyhart Company's 2016 actuarial report and allocate \$6.4 million for the unfunded liability and \$4.7 million to fund the normal cost for FY 2016-2016.

5.21 SOCCCD: Budget Amendment: Adopt Resolution No. 16-03 to Amend FY 2015-2016 Adopted Budget

Adopt Resolution No. 16-03 to amend the FY 2015-2016 Adopted Budget.

5.22 **SOCCCD:** Transfer of Budget Appropriations

Ratify the transfer of budget appropriations for the current reporting period ending January 31, 2016

5.23 **SOCCCD:** Purchase Orders and Checks

Ratify the purchase orders and checks as listed.

5.24 **SOCCCD:** January 2016 Change Orders / Amendments

Ratify change orders and amendments as listed.

5.25 SOCCD: December 2015 - January 2016 Contracts

Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

6.1 **SOCCCD: OCSBA Marian Bergeson Award Nomination**

Determine if the board wishes to nominate a trustee for the Marian Bergeson Award, and if so, approve the nomination for transmittal to Orange County Department of Education.

The board did not nominate a candidate for the Marian Bergeson Award. Therefore, no action was taken on this item.

6.2 SOCCCD: Board of Governors 2016 Classified Employee of the Year Award

Endorse nomination for transmittal to the California Community College Chancellor's Office.

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

6.3 **SOCCCD:** FY 2018 – 2019 Five Year Construction Plan

Approve the district's order of priority for the FY 2018 – 2019 Five Year Construction Plan.

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

6.4 **SOCCCD: Mobile Modular Management Corporation Agreements**

Ratify the contract take over agreement and the lease agreement with Mobile Modular Management Corporation for five mobile modular units to be used for Irvine Valley College instruction, effective January 1, 2016 for a 36 month contract period.

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

6.5 SOCCCD: District-wide ADA Transition Plan Consultant Services, Cordoba Corporation

Approve the district-wide ADA Transition Plan Consultant Services agreement with Cordoba Corporation, in the amount of \$616,176.

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

6.6 SOCCCD: Establishment of Funding Plan for STRS and PERS Rate Increases

Adopt Resolution No. 16-04 to establish the SOCCCD Pension Rate Stabilization Program Fund and to authorize funding the known liability of \$39.6 million in the SOCCCD Pension Rate Stabilization Program Fund by committing to allocate \$14.5 million in the current fiscal year, \$12.6 million in FY 2016-2017 and the remaining \$12.6 million in FY 2017-2018 for unrestricted general fund positions. These amounts will be used when developing the FY 2016-2017 and FY 2017-2018 SOCCCD budgets.

On a motion made by Trustee Prendergast and seconded by Trustee

Milchiker, the item was amended to reflect the board authorized funding of the known liability. The type of fund will be confirmed by the Board of Trustees at a future board meeting. This item was approved as amended on a 6-0 vote.

6.7 SOCCCD: Board Policy Revision: BP-2100 Delegation of Authority to the Chancellor, BP-3200.1 Contracts, BP-3200 Purchasing and Contracts, BP-4006 Medical Examination, Communicable Disease, and Tuberculosis Testing, BP-4007 Health Examinations, BP-4161 Professional Development and Growth, BP-4215 Student Employment, BP-4306 Calendar, Committees, BP-6180 Career and Technical Educational Program Advisory

Accept for review and study.

A formatting change was noted on the agenda cover page. Under recommendation, the word "approve" was replaced with "accept for review and study."

On a motion made by Trustee Prendergast and seconded by Trustee Milchiker, this item was approved on a 5-1 vote with Trustee Milchiker casting a negative vote.

6.8 SOCCCD: Academic Personnel Actions – Regular Items

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

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

6.9 SOCCCD: Classified Personnel Actions - Regular Items

Approve New Personnel Appointments, Authorization to Establish and Announce a Classified Position, Authorization to Change a Categorial Funded Position, Reclassification, Reorganization, Change of Status, Out of Class Assignments, Resignation/Retirement/Conclusion of Employment, Volunteers.

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

6.10 SOCCCD: Annual Report on First Year Probationary Faculty Recommended for Continuation of Tenure-Track Status

Approval of one-year contract for employees who have completed one year as full-time tenure-track faculty members.

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

6.11 SOCCCD: Annual Report on Second Year Probationary Faculty Recommended for Continuation of Tenure-Track Status

Approval of two-year contract for employees who have completed two years as full-time tenure-track faculty members.

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

6.12 SOCCCD: Annual Report on Fourth Year Probationary Faculty Recommended for Tenure

Approval of tenure for full-time faculty members who have completed the fouryear tenure-track plan.

A revision was made to Exhibit A, page 1 of 1. Saddleback College counselor Michael Engels was removed from the list based on his employment status as Interim Dean.

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

On a motion made by Trustee Prendergast and seconded by Trustee Milchiker, the board voted to extend the meeting to 9:15 p.m.

7.0 REPORTS

7.1 SOCCCD: Annual Report on Third Year Probationary Faculty Continuation of Tenure-Track Status

Listing of full-time tenure-track faculty members entering into the second year of a two-year contract previously approved by the 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 January 31, 2016.

7.5 SOCCCD: Facilities Plan Status Report -

Status of current construction projects.

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

Report from period ending January 31, 2016.

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 9:02 p.m. in memory of Dr. Juan Francisco Lara, retired Vice Chancellor at the University of California, Irvine and Lisa Austin, Senior Administrative Assistant in the Health Sciences and Human Services Division at Saddleback College.

Gary L. Poertner, Secretary

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 3/28/16

ITEM: 5.2

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.

Item Submitted By: Dr. Glenn R. Roquemore, President

IRVINE VALLEY COLLEGE NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES

SCHOOL OF LANGUAGES AND LEARNING RESOURSES

ADULT ENGLISH AS A SECOND LANGUAGE: BEGINNING Certificate of Proficiency Competency (Correction*)

This sequence of courses is designed to help non-native English language learners acquire basic communication skills and cultural/civic proficiencies used in everyday life situations they will encounter at home, at school, at work and in the community. The program prepares students to participate in simple conversations, read and understand basic directions and texts, fill out basic forms, and write simple sentences. It also prepares students for the intermediate level program.

		Units
Complete the	following courses:	
AESL 501	Beginning Adult ESL Level 1	0
AESL 502	Beginning Adult ESL Level 2	0
	Total Units	0

ADULT ENGLISH AS A SECOND LANGUAGE: INTERMEDIATE Certificate of Proficiency Competency (Correction*)

This sequence of courses is designed to help non-native English language learners strengthen communication skills and cultural/civic proficiencies used in everyday life situations they will encounter at home, at school, at work and in the community. The program prepares students to engage in conversations on a variety of subjects beyond that of personal experience, read and understand texts from different genres and write basic paragraphs. It also prepares students for the advanced level program.

		Units
Complete the	following courses:	
AESL 501	Beginning Adult ESL Level 1	0
AESL 502	Beginning Adult ESL Level 2	0
	Total Units	0

ADULT ENGLISH AS A SECOND LANGUAGE: ADVANCED Certificate of Proficiency Competency (Correction*)

This sequence of courses is designed to help non-native English language learners refine communication skills and cultural/civic proficiencies used in everyday life situations they will encounter at home, at school, at work and in the community. The program prepares students to develop extended oral fluency, read and understand work-specific and simple academic texts, and write extended paragraphs. It prepares students for ESL academic credit courses and oral and written communication needs in the workplace.

		Units
Complete the	following courses:	
AESL 504	Intermediate Adult ESL Level 4	0
AESL 505	Advanced Adult ESL Level 5	0
	Total Units	0

^{*}Previously approved February 22, 2016

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

Irng obj=learning objectives

moe=methods of eval

nc=new course

nv=new version of existing course

oe/oe=open entry/open exit

prereq=prerequisite

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

The Arts	ART 85	765.00	Life Drawing I	desc; tps; lrng obj; moe; assign; txt; val
			Introduction o Independent	
Life			Research: Biological and	
Sciences	BIO 13	9133.05	Health Sciences	dc
		 	Advanced Research in	
Life			Biological and Health	
Sciences	BIO 14	9133.10	Sciences	prereq: BIO 13 4
Life	1			desc; prereq: CHEM 1A and MATH 253; rec:
Sciences	BIO 16	995.05	Cellular Biology	WR 1; tps; lrn obj; assign; txt; val
Life			<u> </u>	prereg: BIO 1, CHEM 1B, and MATH 253
Sciences	BIO 16	995.05	Cellular Biology	CHEM 1A
Life	12.0			desc; prereq: BIO 1 or BIO 94 and MATH
Sciences	BIO 2	985.00	Plant Biology	253; tps; lrn obj; moe; assign; txt
Life	10.0	300.00	i iune biology	prereq: BIO 1 or BIO 94 and MATH 253 BIO
Sciences	BIO 2	985.00	Plant Biology	1 or 1H and MATH 253
Life	10.02	303.00	i iuni sionegy	prereq: MATH 253 MATH 253 and BIO 1 or
Sciences	BIO 5	990.00	Animal Biology	1H
Life	10.00	330.00	From Oganisms to	
Sciences	BIO 94	14157.00	Ecosystems	tps; lrn obj
JCICIICE3	100 34	14157.00	Leosystems	(455, 1111 0.0)
				nc: 1 unit (3 hrs lab); prereq: prior
Life			Introductory Biotechnology	completion of or concurrent enrollment in
Sciences	BIOT 70L	14620.00	Laboratory	BIOT 70; top: 0430.00; sam: D
Physical	BIOT /OL	14020.00	Laboratory	prereq: none MATH 253; rec: MATH 253 ;
Sciences	СНЕМ З	1290.00	Fundamental Chemistry	tps; lrng obj; assign; txt
Business	CITEIVIS	1290.00	Introduction to Systems	nc: 3 units (3 hrs lec); prereq: CIM 107; top:
Science	CIM 140	14566.00	Analysis and Design	0701.00; sam: C
Science	CIIVI 140	14300.00	Analysis and Design	0701.00, sam. c
Business			Computer Network	
Science	CIM 160	14386 00	Fundamentals (Network+)	ti; desc; tps; lrn obj; moe; assign; txt
Business	CIIVI 100	14380.00	Systems and Network	ti, dese, tps, iii ooj, moe, dssign, txe
Science	CIM 161	10714 15	Administration (Linux+)	ti; desc; tps; lrng objs; moe; assign; txt
Business	CIVITOI	10/14.13	Systems and Network	ti, dese, this, imig obje, moe, dissign, the
Science	CIM 161	10714 15	Administration (Linux+)	ti; desc; tps; lrn obj; moe; assign; txt
Science	CIVI 101	10/14.13	Auministration (Linux+)	ti, desc, tps, iii obj, moe, assign, txt
Business		-	Introduction to Information	ti; desc; tps; prereq: CIM 160 or CIM 181;
Science	CIM 170	14443.00	Systems Security (Security+)	Irng objs; moe; assign; txt
Science	CIVI 170	14443.00	Systems security (security+)	ti; desc; tps; prereq: CIM 160 or CIM 181;
Business			Introduciton to information	rec: CIM 106, CIM 108, CIM 160; moe; txt;
	CINA 170	14442.00		val
Science	CIM 170	14445.00	Systems Security (Security+) Digital Forensics	ti; desc; tps; prereq: CIM 170; Irng objs;
Business	CIN4 172	12216.05	Fundamentals	
Science	CIM 172	15210.05	runuamentais	moe; assign; txt
Business			Digital Forensics	ti; desc; tps; prereq: CIM 170`; rec: AJ 103,
1	CIN4 172	12216 05	Fundamentals	CIM 106, CIM 108; tps; Irn obj; moe; txt; val
Science	CIM 172	12210.02	Trundamentais	CHAI TOO, CHAI TOO, the HILL ON HILL AND THE

l		1	Introduction to Oral	
		6225.05	Introduction to Oral	
The Arts	COMM 30	 	Interpretation	txt
The Arts	COMM 35	6350.05	Voice and Diction	assign; txt
Th - A-4-	DA44 120	13343.05	Adadian Cuambias	DAA 10 DAA 10
The Arts	DMA 120	13243.05	Motion Graphics	prereq: DMA 10 none; rec: none DMA 10
- 1		40400.05	Digtial 2D Design and Color	244.40
The Arts	DMA 140	10422.05	Ineory	prereq: DMA 10 none; rec: none DMA 10
				nc: 3 units (2 hrs lec; 4 hrs lab); prereq:
		1		DMA 51 and DMA 55; rec: DMA 70; top:
The Arts	DMA 165	14610.00	Visual Storytelling	0614.00; sam: C;
			Print Media Design and	
The Arts	DMA 170	10290.05	Production	prereq: DMA 55 none; rec: none DMA 55
			Coporate Identify:	
The Arts	DMA 175	10291.05	Trademarks and Logos	prereq: DMA 55 none; rec: none DMA 55
			Intermediate Digital	prereq: DMA/PHOT 51 none; rec: none
The Arts	DMA 52	9169.35	Photography	DMA/PHOT 51
The Arts	DMA 55	10150.05	Graphic Design I	prereq: DMA 10 none; rec: none DMA 10
The Arts	DMA 65	10151.05	Typography	prereq: DMA 55 none; rec: none DMA 55
				nc: 3 units (2 hrs lec; 4 hrs lab); rec: DMA
The Arts	DMA 75	14615.00	Experimental Video	70; top: 0614.00; sam: C;
The Arts	DMA 80	10288.05	Visual Design for the Web	prereq: DMA 10 none; rec: none DMA 10
			IVC Perfoming Dance	
The Arts	DNCE 170	11113.10	Ensemble	dc
				nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10;
The Arts	DNCE 45	14364.05	Yoga and Stress Management	sam: D
The Arts	DNCE 45	14364.00	Yoga and Stress Management	dc
The Arts	DNCE 45	14227.00	Introduction to Yoga	dc
				nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10;
The Arts	DNCE 46	14227.05	Introduction to Yoga	sam: D
				nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10;
The Arts	DNCE 47	14228.05	Raja Yoga: Hatha Yoga	sam: C
The Arts	DNCE 47		Hatha Yoga	dc
			Yoga: Contemporary and	nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10;
The Arts	DNCE 48	14419.05	Traditional Eastern Forms	sam: C
			Yoga: Contemporary and	
The Arts	DNCE 48	14419.00	Traditional Eastern Forms	dc
				nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10;
The Arts	DNCE 53	10349.45	Pilates: Reformer with Mat	sam: C
The Arts	DNCE 53		Pilates Reformer	dc
1116 /116	5.162 33	100-0.00	Dance Rehearsal and	
The Arts	DNCE 65	00/0 05	Performance	dc
THE ALLS	DINCE 03	3343.03	Dance Rehearsal and	
The Arts	DNCE 65	9040 35	Performance	dc
Tille ALC	DINCE 03	7747.33	renomiance	uc

				crsid: DNCE 65 DNCE 65A ; ti; desc; lim: By
:				audition only; rec: A course in dance
			Dance Rehearsal and	technique Prior dance technique and
i			Performance: Production	science courses; tps; lrn obj; moe; assign;
The Arts	DNCE 65A	9949.25	Overview A	txt; val
	12.1.02.03.1	33.13.23		
				crsid: DNCE 65 DNCE 65B; crsid: DNCE 65
				DNCE 65A;ti; desc; lim: By audition only;
			Dance Rehearsal and	rec: A course in dance technique Prior
				_
			Performance: Production	dance technique and science courses; tps;
The Arts	DNCE 65B	9949.25	Overview B	Irn obj; moe; assign; txt; val
		1	Dance Rehearsal and	nc: units: 2 (1 hr lec/3 hrs lab); lim: By
			Performance: Production	audition only; rec: Prior dance technique
The Arts	DNCE 65C	9949.45	Overview C	and science courses; top: 1008.10; sam: C
1				
				crsid: DNCE 66 DNCE 66A; ti; desc; lim: By
				audition only; rec: A-course in dance-
				technique such as Dnce 1, 3, 6, 7, 12, 13,
				17, 18, 22, 23, 27, 33, 34, 35, 37, 40, 41 or
				equivalent training Prior dance technique
			Dance Rehearsal and	courses equivalent to
			Performance: Analysis of	beginning/intermediate levels and science
The Arts	DNCE 66A	14380.00	Creative Processes A	courses; tps; lrn obj; moe; assign; txt; val
1110 7110	DIVEL COX	1-1300.00	ordative ribodosco.	nc: units: 1.5 (.5 hr lec/3 hrs lab); lim: By
1				audition only; rec: Prior dance technique
			Dance Rehearsal and	courses equivalent to
			Performance: Analysis of	beginning/intermediate levels; top:
The Auto	DNCE CCD	14390.05	Creative Processes B	1008.10; sam: C
The Arts	DNCE 66B	14380.05	Creative Processes b	1008.10, Salii. C
				nor united 2 /1 by log/2 bys lob/s lims By
				nc: units: 2 (1 hr lec/3 hrs lab); lim: By
				audition only; rec: Prior dance technique
			Dance Rehearsal and	courses equivalent to
			Performance: Analysis of	beginning/intermediate levels and dance
The Arts	DNCE 66C	14380.10	Creative Processes C	science courses; top: 1008.10; sam: C
				nc: units: 1 (1 hr lec/1.5 hrs lab); lim: By
				audition only; rec: Prior dance technique
			Dance Rehearsal and	courses equivalent to
			Performance: Solos to	beginning/intermediate levels and dance
The Arts	DNCE 67A	14395.10	Various Groups A	science courses; top: 1008.10; sam: C
				crs id DNCE 67 DNCE 67B ; desc; lim:
			Dance Rehearsal and	Audition at the first class meeting.
			Performance: Solos to	Assessment also determines course
The Arts	DNCE 67B	14395.00	Various Groups B	placement By auditon only;
The Arts	DNCE 68		Dance Competition	dc
Line Aires	DITCE OO	17733.00	- Dance Competition	

The Arts	DNCE 68	14433.05	Touring Dance Ensemble: Dance Competitions	nc: units: 2 (.5 hr lec/4.5 hrs lab); top: 1008.10; sam; C; lim: By audition only; rec: Prior dance technique courses at the intermediate level in various genres and dance science courses; rpt: R-E-3
The Arts	DNCE 73	l	Performing Dance Ensemble: Community Outreach	nc: units: 2 (.5 hr lec/4.5 hrs lab); top: 1008.10; sam; C; lim: By audition only; rec: Proficiency in Ballet, Modern Dance, Jazz, and Improvisation at the intermediate level and DNCE 65A/B/C, 66A/B/C or 67A/B/C
The Arts	DNCE 81	14479.00	Pegagogy: Teaching Methods for Movement Training	nc: 3 units (2.5 hrs lec/1.5 hrs lab); top; 1008.10; sam: C; rec; Prior dance technique training and/or movement science training.
The Arts	DNCE 95	10829.40	Gyrokinesis®: 60 Minute Format and Other Sequences	dc
The Arts	DNCE 95	10829.55	Gyrokinesis®: 60 Minute Format and Other Sequences	nc: 2 units (1 hr lec/3 hrs lab); top: 1008.10; sam: D
Social Sciences	ECON 10	10736.00	Statistics for Business and Economics	desc; tps; Irng obj; moe; assign
Social Sciences	ECON 10	10736.00	Statistics for Business and Economics	desc; tps; Irn obj; moe; assign
Social Sciences	ECON 10H		Statistics for Business and Economics Honors	
Social			Statistics for Business and	desc; tps; Irng obj; moe; assign
Sciences Social	ECON 10H	10736.05	Environmental and Resource	desc; tps; Irn obj; moe; assign
Sciences Business	ECON 6	10737.00	Economics Business Start-Up Design: Legal, Operations, and	desc; tps; lrn obj; assign; txt; val
Science Life	ENTR 220	14630.00	, , ,	nc: 2 units (2 hrs lec); top: 506.40; sam: C
Sciences	ENV 6	10737.15	Economics	desc; tps; Irn obj; assign; txt; val nc: .5 unit (1.5 hrs learning center); coreq:
Languages	ESL 201L	14596.00		ESL 201; top: 4930.84; rpt: R-E-3; sam: E; gr opt: pass/no-pass
Languages	ESL 201L	14526.00	Academic Writing II Learning Center	dc
Languages	ESL 301L	14625.00		nc: .5 unit (1.5 hrs learning center); coreq: ESL 201; top: 4930.84; rpt: R-E-3; sam: E; gr opt: pass/no-pass
Languages	ESL 301L	14430.00	Academic Writing II Learning Center	dc

			Academic Writing II Learning	
Languages	ESL 301L	14430.00	Center	dc
				nc: .5 units (1.5 learning center hours);
			Academic Writing II Learning	coreq: ESL 301; top: 4930.84; sam: E; rpt: R-
	ESL 301L	14430.05		E-3
Physical			Geology Field Studies: Zion	nc: 1 unit (.5 hrs lec; 1.5 hrs lab); top:
Sciences	GEOL 169	14493.00	National Park, Utah	1914.00; sam: E
				nc: 1 unit (.5 hrs lec/1.5 hrs lab); lim:
				Students must be able to hike and camp
Physical			Geology Field Studies: Zion	(tents, sleeping bags, cooking, limited
Sciences	GEOL 169	1914.00	National Park, Utah	showers); top: 1914.00; sam: E
Social				
Sciences	HD 105	3740.00	Infant/Toddler Programs	desc; moe; assign; txt
Social			Infant and Toddler	crs id: HD 104 HD 4; desc; tps; Irng obj;
Sciences	HD 4	3391.00	Development	moe; assign; txt
Social			Developmental Psychology:	
Sciences	HD 7	3720.05	Childhood and Adolescence	desc; moe; assign; txt
Social			Developmental Psychology:	
Sciences	HD 7	3720.05	Childhood and Adolescence	desc; moe; assign; txt
Humanities	HUM 73	10511.00	Film Genre Studies	desc; moe; assign; txt
Humanities	HUM 74	14155.00	Film and Literature	moe; txt
				desc; rec: IMA-20; tps; Irng; moe; assign;
The Arts	IMA 30	13244.05	3D Animation	txt; val
The Arts	IMA 96	14376.05	2D Animation Principles	desc; tps; moe; assign
Languages	JA 1	4095.00	Beginning Japanese I	desc; tps; Irn obj; moe; assign; txt
Languages	JA 1H	4095.05	Beginning Japanese I Honors	desc; tps; Irn obj; moe; assign; txt
				desc; rec: College-level English reading,
				writing and Internet-technology based
			Introduction to Japanese	communication skills; tps; Irn obj; moe;
Languages	JA 21	4115.00		assign; txt
		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		desc; rec: RD 370, ESL 301, or WR 301; tps;
Languages	JA 23	13250.00	Japanese Anime and Manga	Irn obj; moe, assign; txt; val
		10200.00		cojj mocj dosignj enej tar
 Humanities	IRNI 40	13141 00	Mass Media and Society	desc; tps; lrn obj; moe; assign; txt
- idinates	J.11112 TO	10171.00	mass media dria society	accept the many most accident the
Kinesiology	KNES 99	13204 05	Introduction to Kinesiology	KNES 102 99
Business		10207.03	Environmental Law and	111111111111111111111111111111111111111
Science	LGL 15	14285.00		crs id: LGL 215 LGL 15 ; desc
- CICIICE	LUC IJ	14203.00	introduction to Electronic	C. J. Id. EGE 213 EGE 13, GESC
Languages	LIR 111	1/212 00	Databases	desc; tps; Irn obj; moe; assign; txt
Languages	PID TTT	14212.00	Daranases	uesc, ths, iiii onj, iiioe, assigii, txt

			Information Compatance	
		44040.00	Information Competency:	de es Ause dus abis usans achiens hub
Languages	LIB 112	14213.00	Internet Searching	desc; tps; Irn obj; moe; assign; txt
		40077.00		dana kun din ahi mana sasima kut
Humanities	LIT 24	4207.00	Contemporary Literatureq	desc; tps; Irn obj; moe; assign; txt
Humanities	LIT 48	14155.10	Film and Literature	moe; txt
				coreq: none MATH 353L; rec: Concurrent
Math, CS,				enrollment in MATH 353L strongly
Engr	MATH 353	4695.10	Elementary Algebra	recommended; val
Math, CS,			MATH 353 Learning	
Engr	MATH 353L	13098.00	Assistance	sr
Business			Statistics for Business and	
Science	MGT 10	10736.10	Economics	desc; tps; lrng obj; moe; assign
Business			Statistics for Business and	
Science	MGT 10	10736.05	Economics	desc; tps; Irn obj; moe; assign
Business			Statistics for Business and	
Science	MGT 10H	10736.15	Economics Honors	desc; tps; Irng obj; moe; assign
Business			Statistics for Business and	
Science	MGT 10H	10736.15	Economics Honors	desc; tps; Irn obj; moe; assign
Business			Diversity, Business, and the	
Science	MGT 115	9254.00	Workplace	ti; desc; tps; lrn obj; moe; assign; txt
The Arts	MUS 255	14564.00	Beginning Piano Pedagogy	nc: 3 units (3 hrs lec/1 hrs lab); rec: MUS 57, MUS 59, or a minimum of four years of piano studies; top: 1008.10; sam: C
The Arts	MUS 54	5020.05	Piano I	rec: Prior completion of or concurrent enrollment in MUS-1; tps; moes; assign; txt
The Arts	MUS 55	5020.20	Piano II	rec: Prior completion of or concurrent enrollment in MUS 1- MUS 54; tps; moes; txt
The Arts	MUS 56	5020.25	Piano III	tps; moe; assign; val
The Arts	MUS 57	5020.30	Piano III	tps; lrng obj; moe; assign; val
The Arts	MUS 59	14391.05	Piano Performance and Ensemble	desc; lim: Not a beginning class; focuses on classical sonatas and etudes none; rec: MUS 54, 55, 56, or 57; tps; moe; assign; txt; val
The Arts	MUS 83	11031.00	Guitar I	ti; desc; tps; lrn obj; moe; assign; txt; val
The Arts	MUS 84	11031.05	Guitar II	ti; desc; tps; lrn obj; moe; assign; txt; val
The Arts	MUS 85	11031.15	Guitar III	ti; desc; tps; lrn obj; moe; assign; txt; val
Social Sciences	PSYC 1	5870.00	Introduction to Psychology	prereq: none Eligibility for WR 201, ESL 201, or WR 399; moe; assign; val
Social			Statistical Methods in the	
Sciences	PSYC 10	5887.00	Behavioral Sciences	Irng obj

Social		T	Statistical Methods in the	
	PSYC 10			tps; lrn obj
sciences	P31C 10	3007.00	Dellavioral Sciences	tps, iiii obj
Casial			Statistical Methods in the	
Social	DCVC 4 011	1		leng ohi
Sciences	PSYC 10H	5887.00	Behavioral Sciences Honors	Irng obj
Social			Statistical Methods in the	
Sciences	PSYC 10H		Behavioral Sciences Honors	tps; lrn obj
Social			Introduction to Psychology	prereq: none Eligibility for WR 201, ESL 201,
Sciences	PSYC 1H	5870.00		or WR 399; moe; assign; val
Social			Psychology as a Major and a	
Sciences	PSYC 60	9371.50	Profession	desc; tps; assign; txt; val
Social			Developmental Psychology:	
Sciences	PSYC 7	3720.00	Childhood and Adolescence	desc; moe; assign; txt
Social			Developmental Psychology:	
Sciences	PSYC 7	3720.10	Childhood and Adolescence	desc; moe; assign; txt
Languages	RD 370	11187.00	Reading for College Success	coreq: RD 371
			9	
Languages	RD 371	11188.00	Reading Laboratory	dc
Social			Race and Ethnic Group	
Sciences	SOC 20	3600.00	Relations	ti; desc; tps; lrng obj; moe; assign; txt
Social			Introduction to the Principles	
Sciences	SRM 180	14216.00	of Sustainability	ti; desc; tps; lrng obj; moe; assign; txt
Social	3	11220.00	o. outcome,	, a coo, ope,g e c j,e c, e c g. , e c
Sciences	SRM 185	14217 00	Society and Sustainability	ti; desc; tps; lrng obj; moe; assign; txt
Sciences	511111 105	14217.00	Sustainable Practices and	ti, dese, tps,g esj,ee, desig., die
Social			Resource Management for	
Sciences	SRM 190	14218 00	Communities	ti; desc; tps; lrng obj; moe; assign; txt
Social	3KW 130	14218.00	Business Care for	ti, desc, tps, irig obj, moe, assign, txt
	CDN4 10E	14210.00	Sustainability	ti; desc; tps; lrng obj; moe; assign; txt
Sciences	SRM 195	14219.00		ti, desc, tps, irig obj, moe, assign, txt
Th a A	TA 20	C225 40	Introduction to Oral	A
The Arts	TA 30	 	Interpretation	txt
The Arts	TA 35		Voice and Diction	assign; txt
The Arts	TA 41		Stage Lighting Design	desc; tps;lrn obj; moe; assign; txt
The Arts	TA 42	6505.00	Costume Design	desc; tps;lrn obj; moe; assign; txt
The Arts	TA 5	<u> </u>	Acting Styles: Contemporary	sr
The Arts	TA 7	6395.00	Screen Acting Techniques	txt

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.3 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Irvine Valley College Liberal Arts Project, Use of Multiple

Award Contract for Furniture Purchases, Kimball International

Marketing, Inc.

ACTION: Approval

BACKGROUND

On January 22, 2013, the Board of Trustees approved a design/build contract with Swinerton Builders which includes the design and assistance with the procurement of furniture, fixture and equipment (FF&E). On June 17, 2013, the Board of Trustees approved a \$1,550,000 augmentation for FF&E procurement for a total project budget of \$13,013,000.

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).

STATUS:

District staff has determined that the contract awarded by the DGS to Kimball International Marketing, Inc. for the sale of various furniture, CMAS contract number 4-11-71-0031F with a term of 10/1/2012 through 4/30/2017 (EXHIBIT A), meets the needs of the district. District staff has reviewed the terms and conditions along with the discounted prices and finds it is in the best interest of the district to use this CMAS contract. CMAS contracts are available for review in the Facilities Planning and Purchasing Department. Total cost of the FF&E, including this request and future requests associated with furniture, fixture, IT and equipment procurement for the IVC Liberal Arts project are anticipated at approximately \$1,550,000.

Basic aid funds are available in the project budget of \$13,013,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the use of the Kimball International Marketing, Inc. CMAS contract 4-11-71-0031F (EXHIBIT A) for furniture purchases. This approval applies to purchases made within the term of the contract and is contingent upon verification of the availability of funds for each purchase.

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

Irvine Valley College Liberal Arts Project

Use of Multiple Award contract for Furniture Purchases Kimball International Marketing, Inc.

March 28, 2016

Contractors	Authorized Reseller/Vendor	Contract Number/Agency	Discount	Expiration
Kimball International Marketing, Inc.	System Source, United Interiors, Associates Purchasing, CPM One Source, Inc., Culver Newlin, En4orm	4-11-71-0013F	Per GSA Contract Price list	4/30/2017

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.4 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Study Abroad Program to Madrid, Santander, and

Barcelona Spain from July 1, 2016 to August 1, 2016

ACTION: Approval

BACKGROUND

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. In the past, the College has offered similar courses, which have been conducted in many countries of the world by expert faculty who provide academic course work in conjunction with cultural travel experiences. Study abroad programs are authorized under Education Code 72640.

STATUS

The Fine Arts and Media Technology Division at Saddleback College proposes to offer a study abroad program in Madrid, Santander and Barcelona Spain from July 1, 2016 to August 1, 2016. The program will be organized and arranged by Travel and Education (T & E) for a fee of \$ 4,500 (excluding airfare) per student at a cost of \$141 per day for 10 or more students. The details of the program are summarized in the Program Narrative (EXHIBIT A) and the Study Abroad Program Information Summary (EXHIBIT B). The required Education Tour/Field Study Contractor Agreement is provided in EXHIBIT C, which includes evidence of liability insurance of not less than \$5,000,000. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund. The proposal from T&E is included in EXHIBIT D. The current travel warnings issued by the U.S. Department of State (EXHIBIT E) do not include Spain.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program: Spanish Culture and Art in Madrid, Santander, and Barcelona Spain from July 1, 2016 to August 1, 2016, as summarized in EXHIBIT B, and authorizes the administration to execute the Education Tour Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements in EXHIBIT C.

Item Submitted By: Dr. Tod A. Burnett, President

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

Study Abroad Narrative Spain Summer 2016

The Department of Fine Arts and Media Technology at Saddleback College proposes the following travel itinerary to Spain to explore and study its landscape, culture and arts from July 1 to August 1, 2016. A group of 10-15 or more students will visit Madrid, Santander and Barcelona. Students will visit local museums, galleries and historical points of reference. The faculty advisor will accompany the students on their arriving flight, as well as 32 days of visits within Spain.

Students will enroll in a minimum of 3.0 units of studio art courses available: Art 250 Plein Air Landscape Painting and Art 42: Color Theory. Students can also enroll in an online art history course: ArtH 20 Art Appreciation and complete their exhibition requirements abroad. Students will attend classes Monday through Friday both in the studio/lecture hall and onsight at local landmarks. These courses will require attending and observing local cultural events pertinent to visual arts and creating a portfolio of creative work including analytical writings and paintings, adhering to Saddleback College's course outlines. The program includes more than 60 hours of instruction and research time, including daily excursions to cultural and historic sites.

Accommodations for the students are provided in approved home-stays, including meals in Santander and double occupancy hotels in Barcelona and Madrid. The faculty advisor will be provided a room with a host family or a single room for lodging in the cities visited. Private busses to all accommodations and transportation to sites during the program are included and host families are located within walking distance of studio/lecture hall.

Introducing Saddleback students to the extensive artistic history and contemporary creative communities of this region will enrich the creative practices of participants in this program. This is a pilot program that will provide art students with a unique cultural education, which will broaden the trajectory of their artistic goals.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD PROGRAM INFORMATION SUMMARY

1. PROG	1. PROGRAM											
Location/De	estination:	Sp	ain			First	Trip:	Yes:	Х	N	10:	
Dates:	From:	•	1, 2016	To:	Augu 2016		·	Total No	. of Da	ys:		32
Partner Nar	ne (Acade	mic In	stitution):	Sadd	leback	Colle	ge					
Address:		2800	00 Marguer	ite Pk	wy							
Contact Per	rson:	Erin	O'Shea			Tele	ohor	ne No.:	949-3	48-6	117	
Description	of Instituti	on:	Communi	ty Coll	ege							
Includes:	Accredited Ins	struction		Yes:	X	No:						
	Transfer Colle	Yes:	X	No:								
	Orientation		Yes:	X	No:							
	Books/Supplie	es		Yes:	Х	No:						
	Tutors			Yes:		No:	Х					
	Weekend Stu	dy Activiti	es	Yes:	Х	No:						
	Food			Yes:	Х	No:						
	Transportation	n		Yes:	Х	No:						
	Lodging			Yes:	Х	No:						
Other:	Airfare				<u> </u>							
(Examples: Lo at home; Pers			Airfare Personal iten	ns								
2. FACU	LTY											
Lead Facult	ty Name:	Erin	O'Shea									
Coordinates				Yes:	X	No:						
If No, E	•						1					
Travels to S				Yes	X	No:						
Dates:	From:	-1.	July 1, 2			To:		A	ugust '	1, 20)16	
Teaching A					Х	No:				4 00	140	
Dates:	From:	t IV (O =	July 1, 2	2016		To:			ugust '	1, 20)16	
Requires S			and/or SC?		_	No:	X					
Unpaid Fac	aculty Name		auirod:	Yes		No:	Х					
		` '	•									
Assignments to be Covered: Course No.: Course Title:						Date(s	`		Time	9(s)		
Course Mo Course Title.						במוכוס	<i></i>		11111	C(3)		

Other:							
3. COURSE(S) OFFERED AT PROGRAM SITE							
Course No	\mathbf{x}_{-}						No. of Units
Art 250		Plein Air Landscape Painting					
Art 42		Color Theory					
ArtH20		Art Appreciation (Online)					
4. STU	DENTS						
Minimum number of students required to make program:							10
Minimum number of units:							3
Maximum number of units:							9
If this is a repeat program site, what is the average number of units taken per student?							N/A
Other							
5. COS	TS						
Student:							
Contracted cost per student:							\$ 4,500
Average cost per day:							\$ 141
(It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)							Ψ
College:							
	costs to the D	District?	Yes:	No: X			
If Yes Explain:							
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.							\$
Other Costs							\$
							Φ
6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)							
- T/D	IOAL MEEL	//			LAL /A OTD/	TIEO	
7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES							
0.0.00	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast	Breakfast
9 a.m.	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture	Lecture
10a.m.	Lecture Field Studies	Lecture Field Studios	Lecture Field Studies				
11a.m. 12 Noon	Field Studies Lunch	Field Studies Lunch	Field Studies Lunch	Field Studies Lunch	Field Studies	Field Studies Lunch	Field Studies Lunch
1 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Lunch Field Studies	Field Studies	Field Studies
2 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
3 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
4 p.m.	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies	Field Studies
5 p.m.	Tield Otdales	Tield Otdales	Tiela Otaales	Tiela Otaales	Tield Otdales	Tield Otdales	i leid Otdules
6 p.m.	Orientation	Orientation	Orientation	Orientation	Orientation	Orientation	Orientation
7 p.m.	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner	Dinner
8 p.m.	Dillilei	Dillilei	Dillilei	Dillilei	Dillilei	2	251
9 p.m.							
10 p.m.							
Exceptions to weekly schedule:							
8. ATTACHMENTS							
J							
1							

9. REQUIRED SIGNATURES

Lead Faculty Member

3/4/16 Date

Department Chair

3/4/16 Date

Division/School Dean

Vice President, Instruction

- 2/ 0/

College President

コープール Date



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EDUCATIONAL TOUR / FIELD STUDY TRAVEL CONTRACTOR AGREEMENT

GENERAL TERMS AND CONDITIONS

Spanish Culture and Arts, Studies in Spain, Summer 2016

This Agreement is made this 28 day of March, 2016 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel and Education (T&E) located at 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053 and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC DETAILS."

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise and agree as follows:

- 1. <u>INSTRUCTIONAL SERVICES</u> District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pretrip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour / Field Study Trip.
- 2. TRAVEL SERVICES TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour / Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
- 3. PROMOTIONAL MATERIAL TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour / Field Study Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College." All travel arrangements are the responsibility of TRAVEL CONTRACTOR."



4. <u>PAYMENT BY TRIP PARTICIPANTS</u> – All payments by Educational Tour / Field Study Trip participants for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by Educational Tour / Field Study Trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

TRAVEL CONTRACTOR shall manage all charges collected from Educational Tour / Field Study Trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. Any and all funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Educational Tour / Field Study Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each participant of each Educational Tour / Field Study Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Educational Tour / Field Study Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to or prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Educational Tour / Field Study Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each participant in the Educational Tour / Field Study Trip. In the event an Educational Tour / Field Study Trip is for any reason cancelled prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund in full within ten (10) days, any payments received from Educational Tour / Field Study Trip participants provided, however, that if any Educational Tour / Field Study Trip participants cancel after the date specified for final payment for participation in a particular Educational

Tour / Field Study Trip TRAVEL CONTRACTOR shall refund payments within ten (10) days to said Educational Tour / Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

5. RESTRICTION ON TRIP PARTICIPATION — All Educational Tour / Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR / FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY

Revised: February 2014



ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION." Prior to the departure of any Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour / Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour / Field Study Trip.

- 6. <u>EDUCATIONAL TOUR / FIELD STUDY CORRESPONDENCE</u> TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
- 7. <u>INDEMNIFICATION</u> TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney's fees) that any person (including but not limited to Educational Tour / Field Study Trip participants or TRAVEL CONTRACTOR'S employees), or such person's heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR'S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.
- 8. LIQUIDATED DAMAGES. – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour / Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour / Field Study Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour / Field Study Trip participants, such breach may cause hardship to the Educational Tour / Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour / Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour / Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour / Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.

Revised: February 2014



- 9. <u>TRAVEL AGENTS</u> All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.
- 10. TRIP CANCELLATION INSURANCE TRAVEL CONTRACTOR shall make available to each Educational Tour / Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.
- 11. <u>GENERAL LIABILITY INSURANCE</u> TRAVEL CONTRACTOR shall for the duration of each Educational Tour / Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour / Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC DETAILS. If the Educational Tour / Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

<u>LIABILITY INSURANCE – CERTIFICATE OF INSURANCE</u> – TRAVEL CONTRACTOR shall provide the District's Office of Administrative and Business Services with a valid certificate of insurance for each Educational Tour / Field Study Trip naming the District as additional insured with a single limit of liability of a minimum of \$5,000,000 with evidence that the policy covers the world-wide exposures of each Educational Tour / Field Study Trip. The certificate shall be submitted with the executed AGREEMENT to the Office of the Deputy Chancellor at least fifteen (15) working days prior to commencement of the program.

- 12. <u>TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION</u> TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour / Field Study Trip.
- 13. <u>TERM</u> This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour / Field Study Trip no later than 45 days prior to the departure of the Educational Tour / Field Study Trip (or fewer days upon the express

Revised: February 2014



mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC DETAILS) if the minimum number of participants specified in SPECIFIC DETAILS fails to sign up for Educational Tour / Field Study Trip. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour / Field Study Trip or may terminate this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or DISTRICT may terminate this Agreement in its entirety in District's sole discretion upon 45 days prior to departure written notice to TRAVEL CONTRACTOR stating that DISTRICT so terminates (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in SPECIFIC DETAILS). The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement.

- 14. NO ASSIGNMENT/TIME OF ESSENCE / HEIRS AND ASSIGNS This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
- 15. NO MODIFICATION OF AGREEMENT This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour / Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.
- 16. NOTICE Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.
- 17. <u>CONTROLLING LAW</u> This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour / Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

Revised: February 2014



IN WITNESS WHEREOF, TRAVEL CONTRACTOR and DISTRICT have executed this Agreement to be effective on the day and year first written above.

TRAVEL CONTRACTOR		<u>DISTRICT</u>			
Travel and Education (T&E)		South Orange County Community College District			
Date:		Date:			
By:	Alfredo Miguel de Pablo	By:	Dr. Debra L. Fitzsimons		
Title:	President	<u>Title:</u>	Vice Chancellor, Business Services		
Address:	1055 Mill Creek Drive	Address:	28000 Marguerite Parkway		
	Feasterville-Trevose, PA 19053		Mission Viejo, CA 92692		
Phone:	(215)396-0235	Phone:	(949) 582-4664		

Revised: February 2014 Office of the Vice Chancellor, Business Services



TRAVEL & EDUCATION

SPECIFIC DETAILS with SADDLEBACK COLLEGE - SOCCCD Four (4) WEEK PILOT--Studio Art Program

Effective date: March 28th, 2016

SANTANDER, Spain

PROGRAM DATES:

*Dates can be modified up to application deadline date.

US Departure:
Arrive in MADRID and overnight
Transfer to SANTANDER
Transfer to BARCELONA
Transfer to BCN airport and return to US

Friday, July 1st, 2016 Saturday, July 2nd, 2016 Sunday, July 3rd, 2016 Wednesday, July 25th, 2016 Monday, August 1st, 2016

PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

- 24 hour / 7 day on-site services of a T&E Coordinator for the duration of the program while in Santander. SADDLEBACK COLLEGE - SOCCCD'S assigned point person with presence during all group activities and available 24 hours for all group needs.
- Tapas tour in the evening upon arrival in Madrid
- Transfer to Santander by private bus. The return transfer will be by private bus if the group exceeds/reaches an adequate minimum alternately by train.
- Airport transfers at beginning and end of program: Barajas airport Madrid hotel Barajas airport
- Accommodation in SANTANDER with Spanish families or residence hall (2 students sharing a
 double room).
- Three meals per day, 7 days per week, plus a weekly laundry service (additional washes may be arranged with the homestay family for an extra cost).
- An orientation program in SANTANDER consisting of an orientation meeting with a T&E representative, local area information, and a walking tour of SANTANDER.
- Reception and Farewell dinners.
- Studio space for lectures, critique and work.
- Arts Supplies Package in the amount of \$200 per student to be distributed in orientation as part of the T&E welcome packet. Specific supplies to be determined.
- Four (4) Excursions will be included along with group transportation by private bus, hotel accommodations with breakfast (where applicable), and sightseeing tour of the various cities with entrances to relevant historical monuments as listed and the services of a T&E tour manager and a professional English-speaking tour guide. Following are possible locations and inclusions:
 - Santander
 - Santillana del Mar and Comillas
 - O Valle del Pas and Bilbao

- Three (3) Additional mildly guided excursions below will include the services of a 24 hour T&E group coordinator, rail passes and assistance with advanced planning and locating places of interest.
 - San Sebastian
 - o Guernica
 - o Altamira
- Unlimited access to computer lab with free email, printing and internet facilities.
- Medical and accident insurance coverage in Spain during the duration of the program.
- Local T&E office facilities with classroom space and local staff available during regular office hours in Spain (9am-2pm and 5pm-8pm)

BARCELONA PORTION: (7 days)

- Access to on-site support staff via phone 24 hours for general inquiries and urgent needs.
- Transfer by railway, Santander-Barcelona
- Hotel in Barcelona (double and triple occupancy)
- City metro passes for the week
- Cliffs and Coves: Hiking the Costa Brava
- Admission to Picasso Museum

VALUE ADDED BENEFITS

- Phone card with 200 minutes for calls to the US for each student.
- US Liability Insurance Policy under which SADDLEBACK COLLEGE SOCCCD will be named coinsured for the duration of the program. Certificates sent upon request.
- Comprehensive Study Abroad Insurance Coverage: Accident and Sickness, Trip cancellation and
 interruption, Baggage/Personal effects, Dental, Emergency Medical Reunion, Accidental death and
 dismemberment, Mobile App/24 hour assist, Compassionate visit, Administrative/Faculty
 Replacement. Additional fee may apply. See below for details.
- US Embassy registration for each student for the program period
- Accounting / billing services in the U.S.
- Pre-departure information services and a TOLL-FREE contact number in the U.S.
- 24 hour contact number for emergency or for after-hours support for participants in programs outside the EST time zone.
- Disciplinary and Safety Controls for under-aged participants through special family assignments, curfew enforcement, zero-tolerance for substance abuse and documented warning protocols.
- Full color comprehensive "T&E Acceptance and Orientation Packet" and additional promotional materials including flyers and posters for university wide promotions.
- Advance planning services offered by our T&E office in Philadelphia.
- Promotional digital PDF version of flyer for reproduction by SADDLEBACK COLLEGE SOCCOD.
- Promotional presentations / orientations at SADDLEBACK COLLEGE SOCCCD campus or other specified places by T&E local staff on predetermined and mutually agreed upon dates.

FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:

Target enrollments below with pro-rated scale pricing will include benefits for one (1) faculty member or administrative visit listed below:

- Roundtrip flights between Orange County, CA and Madrid on the scheduled group flight.
- T&E can arrange air travel for faculty companions if they are traveling on the standard group flight. Since airfares change frequently, the cost cannot be determined until the ticket has been booked. Faculty will be billed for any companion tickets and they must be paid for in advance of planned travel. If, for any reason, a faculty member no longer requires an issued ticket, cancellation notification must reach T&E by March 23th 2015, and s/he will need to pay a \$200 cancellation fee. After this date, the ticket is non-refundable and faculty will be responsible for the entire cost. Faculty may charge tickets to a major credit card.
- T&E will provide the SOCCCD faculty member with housing in a single room in the hotel in Madrid
 and ONE bedroom apartment while in Santander.

^{*}under-aged students will not be permitted in the residence halls without administrative presence.

- A pay-as-you-go mobile phone will be provided for accompanying faculty with courtesy credit of 100 €
- Local Medical insurance for the duration of the program while on Spanish soil.
- Inclusion in Comprehensive insurance policy as mentioned above.
- Use of office space with internet / phone / fax as well as copy machines.
- Use of classroom space for group meetings or for the teaching of predetermined SADDLEBACK COLLEGE - SOCCCD course(s). Limit two (2) hours a week for this offer. Additional hours negotiable.
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

For group participation in summer programs the faculty benefits listed above will be for the entire program period. For long-term group participation faculty benefits will be for a period of one (1) week during the group program period. Faculty benefits are paid in full for an enrollment of specified paying participants as listed below, or pro rata for a lower enrollment.

Provided classroom space will be limited to (2) two hours per week. Additional time can be solicited for a supplemental fee. Students need not participate in the same program in order to be included in the minimum number of participants however they must be participating during the same program period with the same or similar dates.

PROGRAM OPTIONS AND FEES:

 \$4500 US Dollars per participant for an enrollment of 10-15 paying student participants with ONE (1) faculty administrative visit.

These fees are guaranteed not to change as a result of fluctuations in the \$/€ exchange rate.

*TARGET enrollment.

Students can enroll on an individual basis for participation in any program however for one (1) administrative visit with full benefits as outlined in the previous section, the minimum group participation must be reached.

GROUP FLIGHT COMPONENT ADD-ON:

Group flight Reservations:

T&E offers the option for group flight reservations to ensure your group will travel together.

SADDLEBACK COLLEGE – SOCCCD will need to meet a minimum sustained enrollment of ten (10) paying participants in order to qualify. If you choose this option,

- o A group of ten (10) must be reached by April 8th, 2016.
- Students must apply to the T&E program by April 8th, 2016.
- A maximum of 15 seats will be held for this group. Additional seats must be contracted separately and may carry a higher cost.
- Once applied, everyone will be supplied with a link for T&E flight portal where they
 can visit to purchase their individual airline ticket.
- *Contracted price per ticket will be made available once the group reaches minimum.
- Students who do not reserve airfare through the provided student flight option will be responsible for securing their own flight which should arrive before or at the same time as the contracted flight listed in this proposal. It is also their responsibility to check for any possible schedule changes with the T&E contracted itinerary to ensure their arrival coincides with the group. NOTE: Transfers to and from the airport will not be provided for students arriving outside of the scheduled transfer time which is based on the T&E contracted flight for the group.

NOT INCLUDED IN PROGRAM FEES:

- Airline fees and fuel surcharges
- Mandatory \$125 refundable damage deposit to be collected from each student and returned to
 each individual student by T&E Philadelphia office upon completion of program if no damages are
 reported. If the institution is being invoiced for the entire group there will be a flat charge of \$1000
 for groups with up to 15 students.

- Faculty compensation
- Visa and or passport fees.
- Meals other than those indicated on itinerary.
- Personal expenses.
- Additional field trips that have not been specified.
- Usage and upgrades on provided mobile phones.

OPTIONAL COMPONENTS:

- · Additional Administrative visits: \$950 per administrative visit for full faculty benefits.
- Single room supplement: \$200 for short term. This applies only to the homestay component of the academic program.

PROPOSED PROGRAM APPLICATION PROCEDURE, BILLING, PROMOTIONS AND FOLLOW-UP (This procedure can be modified according to the needs and general practice of at SADDLEBACK COLLEGE - SOCCCD)

- T&E would require SADDLEBACK COLLEGE SOCCCD to instruct students to apply to the appropriate program via the provided link below.
 - 2016 Online Student Application link for SADDLEBACK COLLEGE SOCCCD Spain PILOT ART Program
- A total deposit per student of \$700 (\$450 non-refundable program deposit plus airfare deposit of \$250) must be collected and sent to the T&E office along with a group roster (student names and emails) by April 8th, 2016. Penalties apply to changed program bookings after this date.
- Students must purchase the airfare by: TBA
- T&E will bill students directly who will then be responsible keeping up with T&E payment schedule
 as outlined on the T&E invoice. All T&E invoices are sent via email only. Please contact T&E if a
 hard copy invoice is required.
- Final payment due date for program fees to T&E: April 15th, 2016.
- Students applying after April 8th, 2016 can only be accepted on a space-available basis and will be enrolled in a land-only program. T&E guidelines set forth in the T&E Application Contract must be followed when making airline reservations in order to take T&E provided transfer services to and from the Barajas Airport in Madrid to the program site. Should the T&E guidelines not be followed, participants will be responsible for their own transportation to or from the Madrid airport and their chosen program site.
- The assigned SADDLEBACK COLLEGE SOCCCD accompanying program director must fill out an online form no later than April 8th, 2016. Administrative will be asked a series of questions regarding preferences on communications with the group and other important items. Use the following link to register: T&E Accompanying Faculty Application. Faculty will then receive a "T&E Welcome Email" which will provide access to their online inscription. From the online inscription record, faculty will be provided with a link to monitor student enrollment and access student files.
- The school administration and SADDLEBACK COLLEGE SOCCCD will promote the program on an appropriate institutional website listing or through the various available institutional outlets in order to ensure student awareness of the program offering at SADDLEBACK COLLEGE - SOCCCD.
- T&E will be invited to present programs to SADDLEBACK COLLEGE SOCCCD's students and parents
 on predetermined and agreed upon dates during strategic periods of each academic term and will
 be provided with dates with sufficient time to plan for attendance. If T&E is unable to attend in
 person we will offer other options via video conferencing platforms.

Should an individual participant withdraw from the program they must do so in writing to T&E and the following policy will apply based on the date of withdrawa!...

Special NOTE: Due to delayed program approval date, should the flight option be chosen T&E may require an advance payment in order to secure the group flight however there will be no option for reimbursement on the flight.

If participant withdrawals in writing	he / she receives
on or before April 8th, 2016	A refund of all fees paid less \$450 non- refundable application fee plus any additional non-refundable deposits paid by the student or by T&E on behalf of the student
After April 8th, 2016 but before April 15th, 2016	A refund of all fees paid less \$450 non- refundable application fee plus an additional \$250 airline deposit as well as any additional non-refundable deposits paid by the student or by T&E on behalf of the student.
After April 15th 2016 but before April 29th, 2016.	A refund of all fees paid less \$450 non- refundable application fee plus an additional \$250 airline deposit and \$1000 processing and insurance plus any other fees incurred by T&E on the students behalf.
After April 30th, 2016	No refund

- Once the program has begun students withdrawing receive no refund unless T&E suspends the program.
- It is understood that SADDLEBACK COLLEGE SOCCCD will not cancel the program if the necessary minimum number of participants have not been enrolled by May 6th, 2016 for summer group participation.
- Force Majeure: The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to invoke this paragraph, either Party is unable to perform its obligation, such non-performance shall not be considered a breach of this Agreement. In the event a US Department of State travel warning is issued advising against travel to Spain, SADDLEBACK COLLEGE SOCCCD may refrain from sending students to Spain and in such event shall only pay for actual and documented costs incurred by Travel & Education for the scheduled program.
- In the case of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Spain or to leave the country if they are already there, T&E will:
 - If the program has not started, either make suitable alternative arrangements or cancel the program and refund all fees paid.
 - o If the program has started, suspend the program and fly the students home. If students are returned home they will receive a prorated rebate of fees paid to T&E for the portion of the program not completed, less the \$200 processing fee, the \$75 insurance premium, the \$95 non-refundable application fee and any costs incurred for flying the student home.
- Loyalty Clause: As part of the terms of this agreement, SADDLEBACK COLLEGE SOCCCD will not
 actively seek out or accept any offer of a direct relationship with any of the academic institutions or
 organizations who partner with T&E in Spain to supply academic and/or other services as part of the
 T&E provided program for the next 3 terms starting from the effective date of this contract.

ADDITIONAL CONSIDERATIONS

If participants are taking immersion courses, each student must take a placement test which will be provided online prior to departure and/or by the host institution at the beginning of the academic program to determine the linguistic ability of the student and they will be placed in accordance to their level. This implies

that not all of SADDLEBACK COLLEGE - SOCCCD students will be in the same language classes for the duration of the program. This also implies that if the student is not at the necessary level of proficiency to be accommodated in his/her chosen course options they may not be admitted into those courses and, in turn, be offered appropriate courses for their determined level of proficiency.

Airfare is the responsibility of each individual participant and any accompanying faculty unless otherwise indicated on this contract. T&E guidelines set forth in the T&E Application Contract must be followed when making airline reservations in order to take T&E provided transfer services to and from the Barajas Airport in Madrid to the program site. Should the T&E guidelines not be followed, participants will be responsible for their own transportation to or from the Madrid airport and their chosen program site.

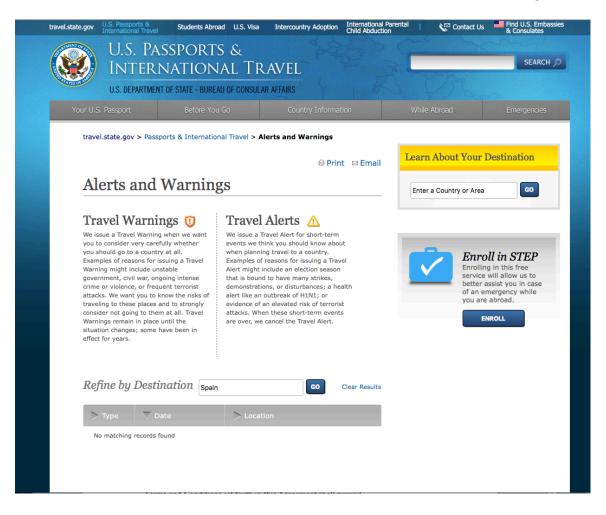
The present agreement is subject to all of the policies, terms and conditions set forth in the T&E brochure and T&E Application Contract.

The present agreement will be valid for the 2016 academic term with the mutually implicit understanding that T&E and SADDLEBACK COLLEGE - SOCCCD will continue a relationship for the offering of T&E programs to SADDLEBACK COLLEGE - SOCCCD students for both short and long term study abroad options. The present contract will be reviewed and drawn up on an annual basis and will be negotiated at the start of the promotional period for the following academic term.

ACCEPTANCE OF PROPOSAL

Travel & Education requires written acceptance of this proposal by March 28th, 2016 in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. Once signed, this document can be sent in its entirety via regular mail to Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053 or by fax to 215-396-0236. Should a signed agreement not be submitted by the specified due date above and SADDLEBACK COLLEGE - SOCCCD subsequently launches a group program through Travel & Education Corp during term quoted, the formal acceptance of this agreement will be implied and will be binding with the stated terms and conditions.

PROPOSAL ACCEPTED	BY	(please print)
	Name of Authorizing Representative SADDLEBACK COLLEGE - SO	
		(sign)
	Signature Authorizing Representative SADDLEBACK COLLEGE - SC	OCCCD
	DATE	



ITEM: 5.5 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Student Travel, Study Abroad Program to

Florence, Italy, from July 1, 2016 to July 16, 2016

ACTION: Approval

BACKGROUND

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. In the past, the College has offered similar courses, which have been conducted in many countries of the world by expert faculty who provide academic course work in conjunction with cultural travel experiences. Study abroad programs are authorized under Education Code 72640.

STATUS

The Advanced Technology and Applied Science Division (ATAS) at Saddleback College propose to offer the study abroad program: Italian Cuisine Studies in Florence, Italy, during the summer 2016 semester from July 1, 2016 to July 16, 2016. The program will be organized and arranged by Travel and Education (T&E) for a fee of \$3,295.00 per student at a cost of \$205.00 per day. This fee excludes the airfare for the students. The details of the program are summarized in the Narrative (EXHIBIT A) and the Study Abroad Program Information Summary (EXHIBIT B). The required Educational Tour/Field Study Contractor Agreement is provided in EXHIBIT C, which include evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in EXHIBIT D. The current travel alerts and warnings list issued by the U.S. Department of State (EXHIBIT E) does not include Italy. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program: Italian Cuisine Studies in Florence, Italy from July 1, 2016 to July 16, 2016 as summarized in EXHIBIT B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with Travel and Education for coordinating all travel agreements in EXHIBIT C.

Item Submitted By: Dr. Tod A. Burnett, President

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

Study Abroad Narrative
Florence, Italy
Summer 2016

The Department of Advanced Technology and Applied Science at Saddleback College proposes the Study abroad program to Florence, Italy. In summer 2016 a group of 15 or more students will study Italian cuisine, culture and history from July 1, through July 16, 2016. The faculty advisor will accompany the students on their arrival flight, as well as duration of the program in Florence.

Students will enroll in a minimum of 2 units of Saddleback courses and will attend classes Mondays, Wednesdays and Fridays. Professors at Scuola Leonardo Da Vinci will teach the courses, adhering to Saddleback course outlines. The program includes more than 30 weekly hours of instruction in addition to Sunday excursions to cultural and historic sites.

Accommodations for the students are in approved home-stays, including meals. The faculty advisor will be provided either a private room in a residence hall or a room with a host family, meals included while in Florence. All accommodations are within easy walking distance from Scuola Leonardo Da Vinci.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD PROGRAM INFORMATION SUMMARY

1. PROG	RAM											
Location/De	estination:	FLC	DRENCE			First 7	rip:	Yes	X	No		
Dates:	From:	7/	1/2016	To:	7/16	6/2016		Total No	o. of Day	s:		16
Partner Nar	ne (Acade	mic In:	stitution):	Scuola	Leona	rdo da	Vinci					
Address:		Italiar	n Language	and Cu	Iture,	Visual	and	Applied	d Arts			
Address.		Via N	/laurizio Buf	alini 3 -	5012	2 Flore	ence	- Italy				
		GIIII	OO RISTORI	(Directo	or of				tel. +39			
Contact Per	rson:		Studies)	(Directi	01	Telep	phone	e No.:	Fax +39	055 2	:94	8820
Description			Accredited L			hool , v	www.	scuolale	eonardo.c	om		
Includes:	Accredited Ins	struction		Yes:	Χ	No:						
	Transfer Colle	ge Units		Yes:	Χ	No:						
	Orientation			Yes:	Χ	No:						
	Books/Supplie	es		Yes:	Χ	No:						
	Tutors			Yes:	Χ	No:						
	Weekend Stu	dy Activiti	es	Yes:	Χ	No:						
	Food			Yes:	Χ	No:						
	Transportation	ı		Yes:	Χ	No:						
	Lodging			Yes:	Χ	No:						
Other:			I Insurance as									
			tion fee, phone									
			lian cell numb ng/billing servi			enses in	Flore	nce, and	I I&E CUST	omer s	erv	ices,
	molading at	boodiitii	Excludes Ai			nts and	\$125.0	00 refund	dable dam	age de	pos	sit,
			passport or	visa fees	if appl	licable, r	neals	other tha	at those in	dicated	on	the
Doos Not In	aludar		itinerary, pe									
Does Not In (Examples: Lo		rtation	additional fie									
at home; Pers			fluctuations	nything not specified. These fees are guaranteed not to change as a result of uctuations in the \$/€ exchange rate. T&E will charge a \$35 returned check fee								
G	,	,		on each check returned by the bank for insufficient funds. T&E charges a 3%								
			handling fee	nandling fee for all payments made via credit card.								
Other:												
0	TV											
2. FACUI		1:00		I I\								
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Coordinates Trip: If No, Explain:				Yes:	Х	No:						
Travels to Site:			Yes	Х	No:							
Dates:	From:		7/1/201			To:						
Teaching A		at Pro		Yes	Х	No:						
Dates:	From:	3.110	7/4/201			To:						
Requires Su		IVC a		Yes		No:	Х					
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Unpaid Fa	culty Exch	ange:	Υ	⁄es		No:	Х					
		ne(s) Required:					1					
	nts to be C											
Course No.:					Г	Date(s)	`		Ι-τ	Γime(s)	\	
Course No	Course 11	ue.			L	Date(s))		I	111116(5)	<u> </u>	
Other:												
3. COU	RSE(S) OF	FERED AT	PROGRA	M S	SITE							
Course No.:											No	. of Units
FN 228	Italian (2
4 OTU	DENTO											
	DENTS									ı		
		ents required to	make prog	ram:	:							12
	mber of units											2
	umber of unit		a average r	n mak	hor of up	ito toka	on nor	otu do	n+2			0
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5. COS	TC											
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		dent: for 12-18 or 12-18 stude										
(It costs app	roximately \$13.0	00 per year for a s	i IIS tudent to reside	e in S	outh Orano	ae Coun	tv and a	ttend Si	OCCCD.)		\$	205.00
		ent: for 19-24 s				,	. ,				\$	
		r 12-18 student										
(It costs approx	imately \$13,000	per year for a stud	lent to reside ir	n Sout	th Orange	County a	and atte	nd SOC	CCCD.)		\$	
College:												
	costs to the I	District?	Yes:	N	No: X	(
If Yes Exp										,		
		instruction is a	also receivin	ıg sa	lary for c	courses	at IV	C and/	or SC di	uring	\$	N/A
the same period of time.												
Other Costs						\$	0					
6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)												
Excursions, field trips, tours, and extra-curricular activities.												
7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES												
	Monday	Tuesday	Wednesda	ıy	Thursda	ay	Frida	ay	Satur	day	S	Sunday
8 a.m.												
9 a.m.	Cooking		Cooking	5			Cook	ing			Ex	cursions
10a.m.	Classes		Classes				Class)				

12 Noon							
1 p.m.							
2 p.m.							
3 p.m.							
4 p.m.							
5 p.m.							
6 p.m.	Civilization & Cooking Class	Civilization & Cooking Class	Civilization & Cooking Class	Civilization & Cooking Class			
7 p.m.							
8 p.m.							
9 p.m.							
10 p.m.							
Exceptions	to weekly sch	edule:					
8. ATTACHMENTS							
9. REQUIRED SIGNATURES							

~	in the
Le	ad Faculty Member

2/8/14 Lunder Department Chair 2/8/14
Date

2 /8 /16 Date

College President



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EDUCATIONAL TOUR / FIELD STUDY TRAVEL CONTRACTOR AGREEMENT

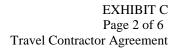
GENERAL TERMS AND CONDITIONS

Summer 2016 Education Program in Florence, Italy

This Agreement is made March 28, 2016 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel and Education (T&E) located at 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053 and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC DETAILS."

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise and agree as follows:

- 1. <u>INSTRUCTIONAL SERVICES</u> District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pretrip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour / Field Study Trip.
- 2. TRAVEL SERVICES TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour / Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
- 3. <u>PROMOTIONAL MATERIAL</u> TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour / Field Study Trip. Such material shall prominently display the statement: "Instructional Activities provided





by Saddleback College or Irvine Valley College." All travel arrangements are the responsibility of TRAVEL CONTRACTOR."

4. <u>PAYMENT BY TRIP PARTICIPANTS</u> – All payments by Educational Tour / Field Study Trip participants for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by Educational Tour / Field Study Trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

TRAVEL CONTRACTOR shall manage all charges collected from Educational Tour / Field Study Trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. Any and all funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Educational Tour / Field Study Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each participant of each Educational Tour / Field Study Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Educational Tour / Field Study Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to or prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Educational Tour / Field Study Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each participant in the Educational Tour / Field Study Trip. In the event an Educational Tour / Field Study Trip is for any reason cancelled prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund in full within ten (10) days, any payments received from Educational Tour / Field Study Trip participants provided, however, that if any Educational Tour / Field Study Trip participants cancel after the date specified for final payment for participation in a particular Educational

Tour / Field Study Trip TRAVEL CONTRACTOR shall refund payments within ten (10) days to said Educational Tour / Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

5. <u>RESTRICTION ON TRIP PARTICIPATION</u> – All Educational Tour / Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER

Revised: February 2014



CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR / FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION." Prior to the departure of any Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour / Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour / Field Study Trip.

- 6. <u>EDUCATIONAL TOUR / FIELD STUDY CORRESPONDENCE</u> TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
- 7. <u>INDEMNIFICATION</u> TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney's fees) that any person (including but not limited to Educational Tour / Field Study Trip participants or TRAVEL CONTRACTOR'S employees), or such person's heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR'S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.
- 8. <u>LIQUIDATED DAMAGES.</u> TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour / Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour / Field Study Trip set forth in SPECIFIC DETAILS or in promotional brochures provided by TRAVEL CONTRACTOR to Educational Tour / Field Study Trip participants, such breach may cause hardship to the Educational Tour / Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour / Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour / Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount

Revised: February 2014



as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour / Field Study Trip participant from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.

- 9. <u>TRAVEL AGENTS</u> All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.
- 10. TRIP CANCELLATION INSURANCE TRAVEL CONTRACTOR shall make available to each Educational Tour / Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.
- 11. GENERAL LIABILITY INSURANCE TRAVEL CONTRACTOR shall for the duration of each Educational Tour / Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour / Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC DETAILS. If the Educational Tour / Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

<u>LIABILITY INSURANCE – CERTIFICATE OF INSURANCE</u> – TRAVEL CONTRACTOR shall provide the District's Office of Administrative and Business Services with a valid certificate of insurance for each Educational Tour / Field Study Trip naming the District as additional insured with a single limit of liability of a minimum of \$5,000,000 with evidence that the policy covers the world-wide exposures of each Educational Tour / Field Study Trip. The certificate shall be submitted with the executed AGREEMENT to the Office of the Deputy Chancellor at least fifteen (15) working days prior to commencement of the program.

12. TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION – TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour / Field Study Trip.

Revised: February 2014



- TERM This Agreement shall be effective on the date first noted above when 13. signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour / Field Study Trip no later than 45 days prior to the departure of the Educational Tour / Field Study Trip (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC DETAILS) if the minimum number of participants specified in SPECIFIC DETAILS fails to sign up for Educational Tour / Field Study Trip. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour / Field Study Trip or may terminate this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or DISTRICT may terminate this Agreement in its entirety in District's sole discretion upon 45 days prior to departure written notice to TRAVEL CONTRACTOR stating that DISTRICT so terminates (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in SPECIFIC DETAILS). The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement.
- 14. NO ASSIGNMENT/TIME OF ESSENCE / HEIRS AND ASSIGNS This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
- 15. NO MODIFICATION OF AGREEMENT This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour / Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.
- 16. NOTICE Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.

Revised: February 2014



EXHIBIT C Page 6 of 6 Travel Contractor Agreement

17. <u>CONTROLLING LAW</u> – This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour / Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

<u>IN WITNESS WHEREOF, TRAVEL CONTRACTOR and DISTRICT have executed</u> this Agreement to be effective on the day and year first written above.

TRAVEL	<u>CONTRACTOR</u>	<u>DISTRICT</u>					
Travel and	d Education (T&E)	South Orange County Community College District					
Date:		Date:					
Ву:	Alfredo Miguel de Pablo	By:					
	Name of authorized agent		Dr. Debra L. Fitzsimons				
Title:	President	<u>Title:</u>	Vice Chancellor, Business Services				
Address:	1055 Mill Creek Drive	Address:	28000 Marguerite Parkway				
	Feasterville-Trevose, PA 19053		Mission Viejo, CA 92692				
Phone:	(215)396-0235	Phone:	(949) 582-4664				

Revised: February 2014



TRAVEL & EDUCATION

SPECIFIC DETAILS with SADDLEBACK COLLEGE Two (2) WEEK Immersion Program T&E Accredited Language and Culture Institute

Effective Date: March 28, 2016

FLORENCE, Italy

PROGRAM DATES:

*Dates can be modified up to application deadline date.

US Departure: Arrive in ROME-transfer FLORENCE: Orientation and city tour 2 WK Program dates Friday, July 1st, 2016 Saturday, July 2nd, 2016 Sunday, July 3rd, 2016 Monday, July 4th to Friday, July 15th, 2016

Transfer to ROME and return to US

Saturday, July 16th, 2016

PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

- 24 hour / 7 day on-site services of a T&E Coordinator during the first week of the program.

 SADDLEBACK COLLEGE'S assigned point person with presence during all group activities and available 24 hours for all group needs. Following the first week the coordinator will be available via phone for 24 hour assistance. Coordination will continue through the host institution.
- Airport transfers, pick up and drop off airport-program site-airport
- Accommodation in FLORENCE with Italian families.
- Two meals per day, 7 days per week.
- An orientation program in FLORENCE consisting of an orientation meeting with T&E representative, local area information, and a walking tour of FLORENCE.
- Reception dinner.
- Italian cuisine immersion courses at the T&E Accredited Language and Culture Institute. 2 WK option receives 40 hours of immersion. All course materials included.
- 3 cooking classes per week of the program from July 2nd to July 16th. Instruction for 2 of the classes by the institute with a possibility of 3. Alternately the 3rd class will be conducted as a trip to a local market by the Saddleback faculty followed by cooking demo at the institution.
- Official Certificates of Completion with grade.
- **Social and cultural program** including various socio-cultural activities and events and visits to local museums and historic monuments. Schedule TBA.
- One (1) Excursion will be included along with group transportation by private bus, hotel accommodations with breakfast (where applicable), and sightseeing tour of the city with entrances to relevant historical monuments as listed and the services of a T&E tour manager and a professional English-speaking tour guide. Dates TBD.
 - o ROME
- Medical and accident insurance coverage in Italy during the duration of the program.



VALUE ADDED BENEFITS

- Mobile phones provided for each student before departure which includes a local Italian cell number and FREE incoming calls (delivery to addresses in PR will require special handling).
- **US Liability Insurance Policy** under which your school will be covered for the duration of the program.
- Comprehensive Study Abroad Insurance Coverage: Accident and Sickness, Trip cancellation and interruption, Baggage/Personal effects, Dental, Emergency Medical Reunion, Accidental death and dismemberment, Mobile App/24 hour assist, Compassionate visit, Chaperone/Faculty Replacement. Additional fee may apply. See below for details.
- US Embassy registration for each student for the program period
- Accounting / billing services in the U.S.
- Pre-departure information services and a TOLL-FREE contact number in the U.S.
- 24 hour contact number for emergency or for after-hours support for participants in programs outside the EST time zone.
- **Disciplinary and Safety Controls** for under-aged participants through special family assignments, curfew enforcement, zero-tolerance for substance abuse and documented warning protocols.
- Full color comprehensive "T&E Acceptance and Orientation Packet" and additional promotional materials including flyers and posters for university wide promotions.
- Advance planning services offered by our T&E office in Philadelphia.
- Promotional digital PDF version of flyer for reproduction by SADDLEBACK COLLEGE.
- **Promotional presentations** / **orientations** at SADDLEBACK COLLEGE campus or other specified places by T&E local staff on predetermined and mutually agreed upon dates.

FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:

Target enrollments below with pro-rated scale pricing will include benefits for one (1) faculty member or administrative visit listed below:

- Roundtrip flights between Los Angeles and Rome on the scheduled group flight.
- Private accommodations for one (1) SADDLEBACK COLLEGE faculty or administration in a private room in a residence hall or with a host family (all meals included)
- Local Medical insurance for the duration of the program while on Italian soil.
- Inclusion in Comprehensive insurance policy as mentioned above.
- Mobile phone with local Italian number and FREE incoming calls
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

For group participation in summer programs the faculty benefits listed above will be for the entire program period. For long-term group participation faculty benefits will be for a period of one (1) week during the group program period. Faculty benefits are paid in full for an enrollment of specified paying participants as listed below, or pro rata for a lower enrollment.

For groups requiring ADDITIONAL CHAPERONES:

Only one (1) administrative visit will be allowed by T&E per program period per a minimum group size of 20 participants. Any additional administrative arrivals will be the financial responsibility of SADDLEBACK COLLEGE. Should SADDLEBACK COLLEGE require an additional chaperones, T&E will provide shared chaperone accommodations in addition to airport transfers in order to meet this requirement and the additional chaperone will be limited to these benefits. Full benefits as listed above only apply to the primary group chaperone. The additional chaperone will need to pay an obligatory supplement for participation in the full service program provided to all T&E participants. Fee for additional chaperones is listed in optional components.

PROGRAM OPTIONS AND FEES:

 \$3,295.00 US Dollars per participant for an enrollment of 12-19 paying student participants with one (1) faculty administrative visit.



Students can enroll on an individual basis for participation in any program however for one (1) administrative visit with full benefits as outlined in the previous section; the minimum group participation must be reached.

NOT INCLUDED IN PROGRAM FEES:

- \$95 application fee.
- Mandatory comprehensive insurance coverage: \$20 per week (\$75 for 4 weeks). This fee is waived
 for institutions who provide their own study abroad insurance. Invoice will include T&E coverage until
 proof of insurance is provided.
- Airfare for students.
- Faculty compensation.
- Mandatory \$125 refundable damage deposit to be collected from each student and returned to each individual student by T&E Philadelphia office upon completion of program if no damages are reported.
- Visa and or passport fees.
- Meals other than those indicated on itinerary.
- Personal expenses.
- Additional field trips that have not been specified.
- Usage and upgrades on provided mobile phones.

OPTIONAL COMPONENTS

• Group flight Reservations:

T&E offers the option for group flight reservations to ensure your group will travel together.

SADDLEBACK COLLEGE – SOCCCD will need to meet a minimum sustained enrollment of ten (10) paying participants in order to qualify. If you choose this option,

- A group of ten (10) must be reached by March 29th, 2016.
- Once the minimum group number is reached T&E will contact the airlines to reserve a group flight. All of the participants with deposit will be supplied with a link for T&E flight portal https://www.studentuniverse.com/study/traveleducation where they can visit to purchase into the group flight at the contracted price.
- Students who do not reserve airfare through the contracted student flight option will be responsible for securing their own flight which should arrive before or at the same time as the contracted flight listed in this proposal. It is also their responsibility to check for any possible schedule changes with the T&E contracted itinerary to ensure their arrival coincides with the group. NOTE: Transfers to and from the airport will not be provided for students arriving outside of the scheduled transfer time which is based on the T&E contracted flight for the group.
- Single room supplement: \$200 for short term. This applies only to the homestay component of the academic program.

PROPOSED PROGRAM APPLICATION PROCEDURE, BILLING, PROMOTIONS AND FOLLOW-UP

(This procedure can be modified according to the needs and general practice of at SADDLEBACK COLLEGE)

• SADDLEBACK COLLEGE program coordinator will instruct students to apply to the appropriate program via the provided link below.



2016 Online Student Application link for SADDLEBACK COLLEGE Italy Program

- A total deposit per student of \$700 (\$450 non-refundable program deposit plus airfare deposit of \$250) must be collected and sent to the T&E office along with a group roster (student names and emails) by March 29th, 2016. Penalties apply to changed program bookings after this date. If airfare option is not offered the deposit will be applied towards the land-only fee.
- **T&E** will bill students directly who will then be responsible keeping up with T&E payment schedule as outlined on the T&E invoice. All T&E invoices are sent via email only. Please contact T&E if a hard copy invoice is required.
- Final payment due date for program fees to T&E: April 15th, 2016.
- Students applying after March 28th, 2016 can only be accepted on a space-available basis and will be enrolled in a land-only program. T&E guidelines set forth in the T&E Application Contract must be followed when making airline reservations in order to take T&E provided transfer services to and from the Barajas Airport in Madrid to the program site. Should the T&E guidelines not be followed, participants will be responsible for their own transportation to or from the Madrid airport and their chosen program site.
- The assigned SADDLEBACK COLLEGE SOCCCD accompanying program director must fill out an online form no later than March 29th, 2016. Administrative will be asked a series of questions regarding preferences on communications with the group and other important items. Use the following link to register: I&E Accompanying Faculty Application. Faculty will then receive a "T&E Welcome Email" which will provide access to their online inscription. From the online inscription record, faculty will be provided with a link to monitor student enrollment and access student files.
- The school administration and SADDLEBACK COLLEGE SOCCCD will promote the program on an appropriate institutional website listing or through the various available institutional outlets in order to ensure student awareness of the program offering at SADDLEBACK COLLEGE - SOCCCD.
- T&E will be invited to present programs to SADDLEBACK COLLEGE SOCCCD's students and parents
 on predetermined and agreed upon dates during strategic periods of each academic term and will
 be provided with dates with sufficient time to plan for attendance. If T&E is unable to attend in
 person we will offer other options via video conferencing platforms.
- Upon students' completion of their chosen program, T&E will provide official transcripts along with T&E Translation Matrices to the appropriate office as instructed by SADDLEBACK COLLEGE on individual student applications.

REFUND POLICY

Should an individual participant withdraw from the program they must do so in writing to T&E and the following policy will apply based on the date of withdrawal...

If participant withdrawals in writing	he / she receives
on or before March 29 th , 2016	A refund of all fees paid less \$450 non- refundable application fee plus any additional non-refundable deposits paid by the student or by T&E on behalf of the student
After March 29th, 2016 but before April 8th, 2016	A refund of all fees paid less \$450 non- refundable application fee plus an additional \$250 airline deposit as well as any additional



	non-refundable deposits paid by the student or by T&E on behalf of the student.
After April 8th, 2016 but before April 29th, 2016 days after the final payment due date.	A refund of all fees paid less \$450 non-refundable application fee plus an additional \$250 airline deposit and \$1000 processing and insurance plus any other fees incurred by T&E on the students behalf.
After April 30th, 2016	No refund

- Once the program has begun students withdrawing receive no refund unless T&E suspends the program.
- It is understood that SADDLEBACK COLLEGE will not cancel the program if the necessary minimum number of participants have not been enrolled by May 6th, 2016 for summer group participation.
- Force Majeure: The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to invoke this paragraph, either Party is unable to perform its obligation, such non-performance shall not be considered a breach of this Agreement. In the event a US Department of State travel warning is issued advising against travel to Italy, SADDLEBACK COLLEGE may refrain from sending students to Italy and in such event shall only pay for actual and documented costs incurred by Travel & Education for the scheduled program.
- In the case of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Italy or to leave the country if they are already there, **T&E** will:
 - o If the program has not started, either make suitable alternative arrangements or cancel the program and refund all fees paid.
 - o If the program has started, suspend the program and fly the students home. If students are returned home they will receive a prorated rebate of fees paid to **T&E** for the portion of the program not completed, less the \$200 processing fee, the \$75 insurance premium, the \$95 non-refundable application fee and any costs incurred for flying the student home.
- Loyalty Clause: As part of the terms of this agreement, SADDLEBACK COLLEGE will not actively seek out or accept any offer of a direct relationship with any of the academic institutions or organizations who partner with T&E in Italy to supply academic and/or other services as part of the T&E provided program for the next 3 terms starting from the effective date of this contract.

ADDITIONAL CONSIDERATIONS

Airfare is the responsibility of each individual participant and any accompanying faculty unless otherwise indicated on this contract. T&E guidelines set forth in the T&E Application Contract must be followed when making airline reservations in order to take T&E provided transfer services to and from the Fiumicino Airport in Rome to the program site. Should the T&E guidelines not be followed, participants will be responsible for their own transportation to or from the Rome airport and their chosen program site.

The present agreement is subject to all of the policies, terms and conditions set forth in the T&E brochure and T&E Application Contract.

The present agreement will be valid for the 2016 academic term with the mutually implicit understanding that T&E and SADDLEBACK COLLEGE will continue a relationship for the offering of T&E programs to



SADDLEBACK COLLEGE students for both short and long term study abroad options. The present contract will be reviewed and drawn up on a annual basis and will be negotiated at the start of the promotional period for the following academic term.

ACCEPTANCE OF PROPOSAL

Travel & Education requires written acceptance of this proposal by March 29th, 2016 in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. Once signed, this document can be sent in its entirety via regular mail to Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053 or by fax to 215-396-0236. Should a signed agreement not be submitted by the specified due date above and SADDLEBACK COLLEGE subsequently launches a group program through Travel & Education Corp during term quoted, the formal acceptance of this agreement will be implied and will be binding with the stated terms and conditions.

PROPOSAL ACCEPTED E	SY	(please print)
	Name of Authorizing Representative SADDLEBACK COLLEGE	
		(sign)
	Signature Authorizing Representative SADDLEBACK COLLEGE	、
	DATE	

U.S. Department of State

February 25th, 2016

Alerts and Warnings

Travel Warnings

We issue a Travel Warning when we want you to consider very carefully whether you should go to a country at all. Examples of reasons for issuing a Travel Warning might include unstable government, civil war, ongoing intense crime or violence, or frequent terrorist attacks. We want you to know the risks of traveling to these places and to strongly consider not going to them at all. Travel Warnings remain in place until the situation changes; some have been in effect for years.

Travel Alerts

We issue a Travel Alert for short-term events we think you should know about when planning travel to a country. Examples of reasons for issuing a Travel Alert might include an election season that is bound to have many strikes, demonstrations, or disturbances; a health alert like an outbreak of H1N1; or evidence of an elevated risk of terrorist attacks. When these short-term events are over, we cancel the Travel Alert.

Warning	February 23, 2016	Mauritania Travel Warning
Alert	February 18, 2016	Niger Travel Alert
Alert	February 12, 2016	Bangladesh Travel Alert
Alert	February 11, 2016	Laos Travel Alert
Warning	February 5, 2016	Nigeria Travel Warning
Warning	February 4, 2016	Turkey Travel Warning
Warning	January 29, 2016	Iran Travel Warning
Alert	January 22, 2016	Uganda Travel Alert
Warning	January	Sudan

	21, 2016	Travel Warning
Warning	January 21, 2016	Niger Travel Warning
Warning	January 20, 2016	Burkina Faso Travel Warning
Warning	January 19, 2016	Mexico Travel Warning
Warning	January 15, 2016	El Salvador Travel Warning
Alert	January 11, 2016	Haiti Travel Alert
Warning	December 31, 2015	Republic of South Sudan Travel Warning
Alert	December 29, 2015	Tunisia Travel Alert
Warning	December 22, 2015	Cameroon Travel Warning
Warning	December 16, 2015	Israel, The West Bank and Gaza Travel Warning
Alert	December 15, 2015	Seychelles Travel Alert
Warning	December 14, 2015	Ukraine Travel Warning
Warning	December 14, 2015	Yemen Travel Warning
Warning	December	Burundi

	13, 2015	Travel
	13, 2013	Warning
Warning	December 11, 2015	Lebanon Travel Warning
Warning	December 7, 2015	Mali Travel Warning
Warning	December 4, 2015	Democratic Republic of the Congo Travel Warning
Warning	December 4, 2015	Iraq Travel Warning
Alert	November 24, 2015	Burkina Faso Travel Alert
Warning	November 20, 2015	North Korea Travel Warning
Warning	November 19, 2015	Afghanistan Travel Warning
Warning	November 10, 2015	Kenya Travel Warning
Warning	November 10, 2015	Chad Travel Warning
Warning	October 30, 2015	Honduras Travel Warning
Warning	October 21, 2015	Philippines Travel Warning
Alert	October 14, 2015	South Pacific Tropical Cyclone Season - 2015 -

		2016
Warning	October 8, 2015	Nepal Travel Warning
Warning	October 1, 2015	Somalia Travel Warning
Warning	September 30, 2015	Central African Republic Travel Warning
Warning	September 21, 2015	Saudi Arabia Travel Warning
Warning	September 18, 2015	Venezuela Travel Warning
Warning	September 16, 2015	Libya Travel Warning
Alert	September 4, 2015	Tanzania Travel Alert
Warning	August 28, 2015	Pakistan Travel Warning
Warning	August 27, 2015	Syria Travel Warning
Warning	August 26, 2015	Algeria Travel Warning
Warning	August 5, 2015	Haiti Travel Warning
Warning	July 17, 2015	Djibouti Travel Warning
Warning	June 5, 2015	

Warning

May 6, 2015

Colombia Travel Warning

Eritrea Travel Warning

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.6 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Student Travel, Study Abroad Program to

Florence, Italy, from June 17, 2016 to July 16, 2016

ACTION: Approval

BACKGROUND

Saddleback College is committed to providing high quality education and a full range of cultural activities for students. In the past, the College has offered similar courses, which have been conducted in many countries of the world by expert faculty who provide academic course work in conjunction with cultural travel experiences. Study abroad programs are authorized under Education Code 72640.

STATUS

The Liberal Arts Division at Saddleback College proposes to offer the study abroad program: Italian Language Studies in Florence, Italy, during the summer 2016 semester from June 17, 2016 to July 16, 2016. The program will be organized and arranged by Travel and Education (T&E) for a fee of \$4200 per student at a cost of \$140 per day. This fee excludes the airfare for the students. The details of the program are summarized in the Narrative (EXHIBIT A) and the Study Abroad Program Information Summary (EXHIBIT B). The required Educational Tour/Field Study Contractor Agreement is provided in EXHIBIT C, which includes evidence of liability insurance of not less than \$5,000,000. The proposal from T&E is included in EXHIBIT D. The current travel alerts and warnings list issued by the U.S. Department of State (EXHIBIT E) does not include Italy. Financial Aid opportunities will be provided through the Office of Financial Aid for those students who qualify. There is no impact to the General Fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program: Italian Language Studies in Florence, Italy from June 16, 2016 to July 16, 2016 as summarized in EXHIBIT B, and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements in EXHIBIT C.

Study Abroad Narrative Florence, Italy Summer 2016

The Department of International Languages at Saddleback College proposes the Study Abroad Program to Florence, Italy. In summer 2016, a group of 15 or more students will study Italian language, culture and history from June 17, 2016 through July 16, 2016. The faculty advisor will accompany the students on their arrival flight, as well as the duration of the program in Florence.

Students will enroll in a minimum of 8.25 units of Saddleback courses and will attend classes Monday through Friday. Professors at Scuola Leonardo Da Vinci will teach the courses, adhering to Saddleback course outlines. The program includes more than 40 weekly hours of instruction in addition to Saturday and Sunday excursions to cultural and historic sites.

Accommodations for the students are in approved home-stays, including meals. The faculty advisor will be provided either a private room in a residence hall or a room with a host family, meals included while in Florence. All accommodations are within easy walking distance from Scuola Leonardo Da Vinci.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD PROGRAM INFORMATION SUMMARY

1. PROG	RAM											
Location/De	estination:	FLO	DRENCE			First 7	rip:	Yes	: X	No	:	
Dates:	From: 6/17/2016 To: 7/16/2016 Total No. of Days: 30					30						
Partner Nar	ne (Acade	mic In:	stitution):	Scuola	Leona	rdo da	Vinci					
Address:		Italia	n Language	and Cu	Iture,	Visual	and	Applied	d Arts			
Address.		Via N	Maurizio Buf	alini 3 -	5012	2 Flore	ence	- Italy				
		GIIII	OO RISTORI	(Direct	or of				tel. +39			
Contact Per	rson:		Studies)	(Direct	01	Telep	phone	e No.:	Fax +39	055 2	294	8820
			,									
Description			Accredited L			hool , v	www.	scuolale	eonardo.c	om		
Includes:	Accredited Ins	struction		Yes:	Χ	No:						
	Transfer Colle	ege Units		Yes:	Χ	No:						
	Orientation			Yes:	Χ	No:						
	Books/Supplie	es		Yes:	Χ	No:						
	Tutors			Yes:	Χ	No:						
	Weekend Stu	dy Activiti	es	Yes:	Χ	No:						
	Food			Yes:	Χ	No:						
	Transportation	ı		Yes:	Χ	No:						
	Lodging			Yes:	Χ	No:						
Other:	Medical and Travel Insurance as well as \$5,000,000 liability coverage with SOCCCD, \$ 50.00 non -											
			tion fee, phone									
			lian cell number ng/billing service			enses in	Flore	nce, and	I I&E CUST	omer s	serv	ices,
	molading at	occurrent	Excludes Air			nts and	\$125.0	00 refund	dable dam	age de	epos	sit,
			passport or	visa fees	if appl	licable, r	neals	other tha	at those in	dicated	d on	the
Doos Not In	aludar		itinerary, per									
Does Not In (Examples: Lo		rtation	additional fie									
at home; Pers			fluctuations	nything not specified. These fees are guaranteed not to change as a result of uctuations in the \$/€ exchange rate. T&E will charge a \$35 returned check fee						check fee		
G	,	,		on each check returned by the bank for insufficient funds. T&E charges a 3%								
			handling fee	for all pa	aymen	ts made	via cr	edit card	l.			
Other:												
0	TV											
2. FACUI		VED	A NAADIE NAA	ANIIAOI	<u>/F O</u>	CLIV						
Lead Facult	•	VER	A MARIE MA					I				
Coordinates				Yes:	Х	No:						
Travels to S				Yes	Х	No:						
Dates:	From:		6/17/20			To:						
Teaching A		at Pro		Yes	Х	No:						
Dates:	From:	30110	6/18/20			To:						
Requires Su		t IVC a		Yes		No:	Х					
. 10441100 01	azoniaio u											

Unpaid Fac	ulty Exchange:	Yes		No:	Х				
If Yes, F	aculty Name(s) Required:								
Assignment	Assignments to be Covered:								
Course No.:	Course Title:			Date(s)	-	Time(s)		
				,			` '		
Other:									
	SE(S) OFFERED AT PROGI	PAM S	ITF						
Course No.:	Course Title:	I VAIVI O	!! L					N	o. of Units
ITA1	Elementary Italian							INC	5
ITA 2	Elementary Italian								5
ITA 3	Elementary Italian								5
ITA 4	Elementary Italian								5
ITA 21	Introduction to Italian Culture								3
ITA 901	Italian Language Lab								0.25
ITA 902	Italian Language Lab								0.25
ITA 903	Italian Language Lab								0.25
ITA 904	Italian Language Lab								0.25
4 CTUD	NTC								
4. STUDI							T		40
Minimum num	ber of students required to make p	rogram:							12 8.25
Maximum num								8.25	
	eat program site, what is the average	ne numh	er of i	ınits takı	en ner	student?			0.23
Other	at program site, what is the average	ge manne	01 01 0	ariito taik	on por	otadent:			
5. COSTS	3								
Student:	3								
	cost per student: for 12-18 students	S						\$	4,200.00
	st per day: for 12-18 students							\$	140.00
	rimately \$13,000 per year for a student to re	eside in Sc	outh Ora	nge Coun	ty and a	attend SOCCCD.)		<u>'</u>	
	ost per student: for 19-24 students							\$	3,950
Average cost per day: for 12-18 students							æ	404.67	
(It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)						\$	131.67		
College:	osts to the District? Yes:	N	lo:	X					
If Yes Expla		I I N	10.	Λ					
	stitute pay if instruction is also rece	iving sal	arv for	courses	at IV	C and/or SC d	lurina		NI/A
the same period of time.						\$	N/A		
Other Costs						\$	0		
6. OTHE I	R ACTIVITIES NOT PART O	F THE	COL	JRSE(S	S) (A	ITACHMEN	ITS)		
Optional excu	ursions, field trips, tours, and ex	tra-curr	icular	activitie	es.				

7. TYP	7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES						
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.							
9 a.m.	Language	Language	Language	Language	Language	Civilization	Civilization Excursion s
10a.m.	Classes	Classes	Classes	Classes	Classes	Excursions	
11a.m.							
12 Noon							
1 p.m.							
2 p.m.							
3 p.m.							
4 p.m.							
5 p.m.						Section 2	
6 p.m.	Civilization & Art Classes	Civilization & Art Classes	Civilization & Art Classes	Civilization & Art Classes			
7 p.m.							
8 p.m.							
9 p.m.							
10 p.m.							
Exceptions	Exceptions to weekly schedule:						

Exce	ptions	to weekl	y schedule:
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8. **ATTACHMENTS**

REQUIRED SIGNATURES 9.

3 - 15 - 2016 Date Lead Faculty Member

3-/5-/6
Date

Kww.
Vice President, Instruction

College President



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EDUCATIONAL TOUR / FIELD STUDY TRAVEL CONTRACTOR AGREEMENT

GENERAL TERMS AND CONDITIONS

Summer 2016 Education Program in Florence, Italy

This Agreement is made March 28, 2016 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel and Education (T&E) located at 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053 and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC DETAILS."

IN CONSIDERATION of the covenants, promises, and agreements of the parties hereinafter contained, DISTRICT and TRAVEL CONTRACTOR hereby covenant, promise and agree as follows:

- 1. <u>INSTRUCTIONAL SERVICES</u> District shall arrange for and provide all instructional services, including but not limited to appropriate course announcements, course descriptions and registration prerequisites, student selection and registration, pretrip student orientation, lectures (staff and guest), student supervision, instruction by Trip Instructor and evaluation for said Educational Tour / Field Study Trip.
- 2. TRAVEL SERVICES TRAVEL CONTRACTOR shall arrange for and provide all transportation and lodging for the Educational Tour / Field Study Trip, the details of which TRAVEL CONTRACTOR shall specify on the Exhibit to this Agreement labeled "SPECIFIC DETAILS." Said Exhibit shall be prepared by TRAVEL CONTRACTOR and submitted to DISTRICT for written approval and acceptance by DISTRICT as part of this Agreement. In the event of a conflict between the terms and conditions of any of the SPECIFIC DETAILS set forth in such Exhibit and the terms and conditions set forth in this Agreement, the General Terms and Conditions set forth in this Agreement shall prevail.
- 3. <u>PROMOTIONAL MATERIAL</u> TRAVEL CONTRACTOR may prepare and provide at its own expense additional promotional material, which material must have the written approval of the DISTRICT administrator responsible for the activity before publication and distribution to the participants of the Educational Tour / Field Study Trip. Such material shall prominently display the statement: "Instructional Activities provided by Saddleback College or Irvine Valley College." All travel arrangements are the responsibility of TRAVEL CONTRACTOR."



4. <u>PAYMENT BY TRIP PARTICIPANTS</u> – All payments by Educational Tour / Field Study Trip participants for travel services shall be made directly to TRAVEL CONTRACTOR. All checks drawn by Educational Tour / Field Study Trip participants shall be made to the order of TRAVEL CONTRACTOR'S firm name or to such other name as TRAVEL CONTRACTOR may direct in writing.

TRAVEL CONTRACTOR shall manage all charges collected from Educational Tour / Field Study Trip participants in accordance with applicable Federal and State laws and regulations and the requirements of this Agreement. Any and all funds received by TRAVEL CONTRACTOR shall be held in trust for the benefit of the Educational Tour / Field Study Trip. TRAVEL CONTRACTOR shall account in detail to the DISTRICT the total cost to each participant of each Educational Tour / Field Study Trip.

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Educational Tour / Field Study Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to or prerequisites intended by TRAVEL CONTRACTOR for Trip Instructor. Disclosure of these costs and expenses for each Educational Tour / Field Study Trip shall be labeled "SPECIFIC DETAILS." Cost figures so disclosed will not be changed, except that costs quoted may be based on tariffs and foreign exchange rates in effect at the time of the quote and may be subject to change without amendment to this Agreement if the possibility of such changes has been disclosed in advance and in writing by TRAVEL CONTRACTOR to the DISTRICT and each participant in the Educational Tour / Field Study Trip. In the event an Educational Tour / Field Study Trip is for any reason cancelled prior to the time of its scheduled departure, TRAVEL CONTRACTOR shall refund in full within ten (10) days, any payments received from Educational Tour / Field Study Trip participants provided, however, that if any Educational Tour / Field Study Trip participants cancel after the date specified for final payment for participation in a particular Educational

Tour / Field Study Trip TRAVEL CONTRACTOR shall refund payments within ten (10) days to said Educational Tour / Field Study Trip participants minus any non-recoverable charges or expenses incurred by TRAVEL CONTRACTOR in connection with its provision of travel services for those participants.

5. <u>RESTRICTION ON TRIP PARTICIPATION</u> – All Educational Tour / Field Study Trip participants shall be registered in the course related to the Educational Tour Field Study. Though registration is open to the public, some individuals may be denied admission on the basis of academic prerequisites or other constraints. TRAVEL CONTRACTOR SHALL NOT MAKE THE TOUR PACKAGE AVAILABLE TO INDIVIDUALS WHO ARE NOT STUDENTS OF DISTRICT EXCEPT UNDER CONDITIONS ACCEPTED BY THE DISTRICT IN WRITING AND MADE A PART OF THIS AGREEMENT. IN THE EVENT PERSONS WHO ARE NOT DISTRICT

Revised: February 2014



STUDENTS SHALL PARTICIPATE IN AN EDUCATIONAL TOUR / FIELD STUDY TRIP WITHOUT DISTRICT PERMISSION, THE TRAVEL CONTRACTOR HEREBY ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION." Prior to the departure of any Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour / Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour / Field Study Trip.

- 6. <u>EDUCATIONAL TOUR / FIELD STUDY CORRESPONDENCE</u> TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.
- 7. <u>INDEMNIFICATION</u> TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney's fees) that any person (including but not limited to Educational Tour / Field Study Trip participants or TRAVEL CONTRACTOR'S employees), or such person's heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR'S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR'S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.
- LIQUIDATED DAMAGES. TRAVEL CONTRACTOR acknowledges that the 8. DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for Educational Tour / Field Study Trips. If TRAVEL CONTRACTOR fails to perform in accordance with the Educational Tour / Field Study Trip set forth in or in promotional brochures provided by TRAVEL SPECIFIC **DETAILS** CONTRACTOR to Educational Tour / Field Study Trip participants, such breach may cause hardship to the Educational Tour / Field Study Trip participants. However, from the nature of the case it would be impracticable and difficult to fix the amount of damages sustained by Educational Tour / Field Study Trip participants in the event of any such breach. DISTRICT and TRAVEL CONTRACTOR, therefore, presume that in the event of any such breach by TRAVEL CONTRACTOR the minimum amount of damages that will be sustained by Educational Tour / Field Study Trip participants will be \$100 per trip per participant and that TRAVEL CONTRACTOR shall pay such amount as liquidated damages and not as a penalty, provided, however, that the rights set forth in this Paragraph shall not preclude each Educational Tour / Field Study Trip participant

Revised: February 2014



from claiming and from being awarded, upon proper proof thereof, of damages in a greater amount than the liquidated damages amount specified in this Paragraph.

- 9. <u>TRAVEL AGENTS</u> All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.
- 10. TRIP CANCELLATION INSURANCE TRAVEL CONTRACTOR shall make available to each Educational Tour / Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.
- 11. GENERAL LIABILITY INSURANCE TRAVEL CONTRACTOR shall for the duration of each Educational Tour / Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour / Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC DETAILS. If the Educational Tour / Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

<u>LIABILITY INSURANCE – CERTIFICATE OF INSURANCE</u> – TRAVEL CONTRACTOR shall provide the District's Office of Administrative and Business Services with a valid certificate of insurance for each Educational Tour / Field Study Trip naming the District as additional insured with a single limit of liability of a minimum of \$5,000,000 with evidence that the policy covers the world-wide exposures of each Educational Tour / Field Study Trip. The certificate shall be submitted with the executed AGREEMENT to the Office of the Deputy Chancellor at least fifteen (15) working days prior to commencement of the program.

12. TRAVEL CONTRACTOR INFORMATION AND IDENTIFICATION – TRAVEL CONTRACTOR shall at all times maintain on file with the DISTRICT an accurate information sheet listing name, address, telephone, facsimile, e-mail, person(s) responsible for assisting the Educational Tour / Field Study Trip.

Revised: February 2014



- 13. TERM – This Agreement shall be effective on the date first noted above when signed by TRAVEL CONTRACTOR and DISTRICT and shall continue in force until terminated. TRAVEL CONTRACTOR may, upon written notice to DISTRICT, cancel any particular Educational Tour / Field Study Trip no later than 45 days prior to the departure of the Educational Tour / Field Study Trip (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth SPECIFIC DETAILS) if the minimum number of participants specified in SPECIFIC DETAILS fails to sign up for Educational Tour / Field Study Trip. DISTRICT may, upon written notice to TRAVEL CONTRACTOR, cancel any particular Educational Tour / Field Study Trip or may terminate this Agreement in its entirety at any time if TRAVEL CONTRACTOR fails to satisfy any of the terms and conditions of this Agreement or DISTRICT may terminate this Agreement in its entirety in District's sole discretion upon 45 days prior to departure written notice to TRAVEL CONTRACTOR stating that DISTRICT so terminates (or fewer days upon the express mutual written agreement of DISTRICT and TRAVEL CONTRACTOR specifically set forth in SPECIFIC DETAILS). The termination or expiration of this Agreement shall not relieve any party from any liability arising from breach of this Agreement.
- 14. <u>NO ASSIGNMENT/TIME OF ESSENCE / HEIRS AND ASSIGNS</u> This Agreement is for the particular services of TRAVEL CONTRACTOR and shall not be assignable by TRAVEL CONTRACTOR in whole or in part without the prior written consent of DISTRICT. Time is of the essence on the performance of each and every provision of this Agreement. The provisions of this Agreement shall extend to be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto or of any third party beneficiaries of the Agreement.
- 15. NO MODIFICATION OF AGREEMENT This Agreement constitutes the full and complete understanding of the parties on the subject hereof, and supersedes all prior understandings or agreements on that subject. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. No prior or contemporaneous agreements, representations or understandings between TRAVEL CONTRACTOR and any Trip Instructor for any Educational Tour / Field Study Trip that are not set forth herein shall be binding upon DISTRICT. No waiver, modification or amendment of any provision of this Agreement shall be effective unless it is in writing and signed by both parties.
- 16. NOTICE Any notices required or permitted hereunder shall be given in writing to the appropriate party at the address specified above or at such other address as the party may have noticed to the other in accordance with this Paragraph. Such notice upon personal delivery shall be deemed given at the time of personal delivery to the signatory of the appropriate party named below, or upon mailing by certified or registered mail three (3) days after the date of such mailing.

Revised: February 2014



EXHIBIT C Page 6 of 6 Travel Contractor Agreement

17. <u>CONTROLLING LAW</u> – This Agreement is made in California and its terms and conditions shall be construed in accordance with the laws of the State of California, excluding the body of law applicable to conflicts of law. TRAVEL CONTRACTOR warrants and agrees that any suit brought by DISTRICT or any Educational Tour / Field Study Trip participant against TRAVEL CONTRACTOR based upon this Agreement may be brought in any California court of competent jurisdiction.

IN WITNESS WHEREOF, TRAVEL CONTRACTOR and DISTRICT have executed this Agreement to be effective on the day and year first written above.

TRAVEL (<u>CONTRACTOR</u>	<u>DISTRIC</u>	<u>T</u>
Travel and	d Education (T&E)	South Ora College I	ange County Community District
Date:		Date:	
Ву:	Alfredo Miguel de Pablo	By:	
	Name of authorized agent		Dr. Debra L. Fitzsimons
Title:	President	<u>Title:</u>	Vice Chancellor, Business Services
Address:	1055 Mill Creek Drive	Address:	28000 Marguerite Parkway
	Feasterville-Trevose, PA 19053		Mission Viejo, CA 92692
Phone:	(215)396-0235	Phone:	(949) 582-4664

Revised: February 2014



TRAVEL & EDUCATION

GENERAL AGREEMENT with SADDLEBACK COLLEGE Four (4) WEEK Immersion Program T&E Accredited Language and Culture Institute

Effective date: March 28, 2016

FLORENCE, Italy

PROGRAM DATES:

*Dates can be modified up to application deadline date.

US Departure:
Arrive in ROME-transfer FLORENCE:
Orientation and city tour
Program dates
Transfer to ROME and return to US

Friday, June 17th, 2016 Saturday, June 18th, 2016 Sunday, June 19th, 2016 Monday, June 20th to Friday, July 15th, 2016 Saturday, July 16th, 2016

PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

- 24 hour / 7 day on-site services of a T&E Coordinator during the first week of the program. SADDLEBACK COLLEGE'S assigned point person with presence during all group activities and available 24 hours for all group needs. Following the first week the coordinator will be available via phone for 24 hour assistance. Coordination will continue through the host institution.
- Airport transfers, pick up and drop off airport-program site-airport
- Accommodation in FLORENCE with Italian families.
- Two meals per day, 7 days per week.
- An orientation program in FLORENCE consisting of an orientation meeting with a T&E representative, local area information, and a walking tour of FLORENCE.
- Reception dinner.
- Italian language immersion courses at the T&E Accredited Language and Culture Institute. Four
 (4) hours of immersion daily, 5 days a week (M-F) from 9am to 1pm. TOTAL 80 hours of
 immersion. Level of proficiency and courses to be determined upon completion of on-site placement
 test. All course materials included and tutoring if necessary.
- Official Certificates of Completion with grade.
- Social and cultural program including various socio-cultural activities and events and visits to local
 museums and historic monuments. Schedule TBA.
- Two (2) Excursions will be included along with group transportation by private bus, hotel accommodations with breakfast (where applicable), and sightseeing tour of the various cities with entrances to relevant historical monuments as listed and the services of a T&E tour manager and a professional English-speaking tour guide. Following are possible locations and inclusions:
 - o ROME
 - SIENA
- Medical and accident insurance coverage in Italy during the duration of the program.

VALUE ADDED BENEFITS

- **Mobile phones** provided for each student before departure which includes a local Italian cell number and FREE incoming calls (delivery to addresses in PR will require special handling).
- **US Liability Insurance Policy** under which your school will be covered for the duration of the program.
- Comprehensive Study Abroad Insurance Coverage: Accident and Sickness, Trip cancellation and interruption, Baggage/Personal effects, Dental, Emergency Medical Reunion, Accidental death and dismemberment, Mobile App/24 hour assist, Compassionate visit, Chaperone/Faculty Replacement. Additional fee may apply. See below for details.
- **US Embassy** registration for each student for the program period
- Accounting / billing services in the U.S.
- Pre-departure information services and a TOLL-FREE contact number in the U.S.
- 24 hour contact number for emergency or for after-hours support for participants in programs outside the EST time zone.
- **Disciplinary and Safety Controls** for under-aged participants through special family assignments, curfew enforcement, zero-tolerance for substance abuse and documented warning protocols.
- Full color comprehensive "T&E Acceptance and Orientation Packet" and additional promotional materials including flyers and posters for university wide promotions.
- Advance planning services offered by our T&E office in Philadelphia.
- Promotional digital PDF version of flyer for reproduction by SADDLEBACK COLLEGE.
- Promotional presentations / orientations at SADDLEBACK COLLEGE campus or other specified places by T&E local staff on predetermined and mutually agreed upon dates.

FACULTY BENEFITS INCLUDED IN THE STUDENT FEE:

Target enrollments below with pro-rated scale pricing will include benefits for one (1) faculty member or administrative visit listed below:

- Roundtrip flights between Los Angeles and Rome on the scheduled group flight.
- Private accommodations for one (1) SADDLEBACK COLLEGE faculty or administration in a
 private room in a residence hall or with a host family (all meals included)
- Local Medical insurance for the duration of the program while on Italian soil.
- Inclusion in Comprehensive insurance policy as mentioned above.
- Mobile phone with local Italian number and FREE incoming calls
- Full participation on all activities scheduled on the itinerary, on the same basis as the students, including transfers, entrances, sightseeing tours, etc.

For group participation in summer programs the faculty benefits listed above will be for the entire program period. For long-term group participation faculty benefits will be for a period of one (1) week during the group program period. Faculty benefits are paid in full for an enrollment of specified paying participants as listed below, or pro rata for a lower enrollment.

For groups requiring ADDITIONAL CHAPERONES:

Only one (1) administrative visit will be allowed by T&E per program period per a minimum group size of 20 participants. Any additional administrative arrivals will be the financial responsibility of SADDLEBACK COLLEGE. Should SADDLEBACK COLLEGE require an additional chaperones, T&E will provide shared chaperone accommodations in addition to airport transfers in order to meet this requirement and the additional chaperone will be limited to these benefits. Full benefits as listed above only apply to the primary group chaperone. The additional chaperone will need to pay an obligatory supplement for participation in the full service program provided to all T&E participants. Fee for additional chaperones is listed in optional components.

PROGRAM OPTIONS AND FEES:

- \$4, 200 US Dollars per participant for an enrollment of 12-19 paying student participants with one (1) faculty administrative visit.
- *\$3, 950 US Dollars per participant for an enrollment of 20 paying student participants with one (1) faculty administrative visit.

*TARGET enrollment.

Students can enroll on an individual basis for participation in any program however for one (1) administrative visit with full benefits as outlined in the previous section, the minimum group participation must be reached.

NOT INCLUDED IN PROGRAM FEES:

- \$95 application fee.
- Mandatory comprehensive insurance coverage: \$20 per week (\$75 for 4 weeks). This fee is waived
 for institutions who provide their own study abroad insurance. Invoice will include T&E coverage until
 proof of insurance is provided.
- Airfare for students.
- Faculty compensation.
- Mandatory \$125 refundable damage deposit to be collected from each student and returned to each individual student by T&E Philadelphia office upon completion of program if no damages are reported.
- Visa and or passport fees.
- Meals other than those indicated on itinerary.
- Personal expenses.
- Additional field trips that have not been specified.
- Usage and upgrades on provided mobile phones.

OPTIONAL COMPONENTS

- Group flight Reservations: T&E offers the option for group flight reservations to ensure your group will travel together. SADDLEBACK COLLEGE will need to meet a minimum sustained enrollment of ten (10) paying participants in order to qualify. If you choose this option, a deposit of \$250 per student is required upon applying to the program. A group of ten (10) must be reached by March 29th, 2016. T&E will provide an itinerary based on group preference along with a group quote prior to that date.
- Single room supplement: \$200 for short term. This applies only to the homestay component of the academic program.

PROPOSED PROGRAM APPLICATION PROCEDURE, BILLING, PROMOTIONS AND FOLLOW-UP

(This procedure can be modified according to the needs and general practice of at SADDLEBACK COLLEGE)

- SADDLEBACK COLLEGE program coordinator will instruct students to apply to the appropriate program via the provided link below. All students will be held to T&E Application Contract for the given term.
 - 2016 Online Student Application link for SADDLEBACK COLLEGE Italy Program

A total deposit per student of \$700 (\$450 non-refundable program deposit plus airfare deposit) by **March 29**th, **2016**. Penalties will apply to changed program bookings after this date. If airfare option is not offered the deposit will be applied towards the land only fee.

- **T&E** will bill students directly who will then be responsible keeping up with T&E payment schedule as outlined on the T&E invoice. All **T&E** invoices are sent via email only. Please contact T&E if a hard copy invoice is required.
- Final payment due date for the program fees to T&E: April 15th, 2016.
- Students applying after March 28th, 2016 can only be accepted on a space-available basis and will be enrolled in a land-only program. T&E guidelines set forth in the T&E Application Contract must be followed when making airline reservations in order to take T&E provided transfer services

- The school administration and SADDLEBACK COLLEGE will promote the program on an appropriate
 institutional website listing or through the various available institutional outlets in order to ensure
 student awareness of the program offering at SADDLEBACK COLLEGE.
- T&E will be invited to present programs to SADDLEBACK COLLEGE's students and parents on
 predetermined and agreed upon dates during strategic periods of each academic term and will be
 provided with dates with sufficient time to plan for attendance. If T&E is unable to attend in person
 we will offer other options via video conferencing platforms.
- Upon students' completion of their chosen program, T&E will provide official transcripts along with T&E Translation Matrices to the appropriate office as instructed by SADDLEBACK COLLEGE on individual student applications.
- The assigned SADDLEBACK COLLEGE SOCCCD accompanying program director must fill out an on line form no later than March 29th, 2016. Administrative will be asked a series of questions regarding preferences on communications with the group and other important items. Use the following link to register: T&E Accompanying Faculty Application. Faculty will receive a "T&E Welcome Email" which will provide access to their online inscription. From the online inscription record, faculty will be provided with a link to monitor student enrollment and access student files.
- The school administration and SADDLEBACK COLLEGE SOCCCD will promote the program on an
 appropriate institutional website listing or through the various available institutional outlets in order
 to ensure awareness of the program offering at SADDLEBACK COLLEGE SOCCCD.
- T&E will be invited to present to present programs to **SADDLEBACK COLLEGE SOCCCD's** students and parents on predetermined and agreed upon dates during strategic periods of each academic term and will be provided with dates with sufficient time to plan for attendance. If T&E is unable to attend in person we will offer other options via video conferencing platforms.
- Upon students completion of their chosen program, T&E will provide official transcript along with T&E
 translation Matrices to the appropriate office as instructed by SADDLEBACK COLLEGE SOCCCD
 on individual student applications.

REFUND POLICY

Should an individual participant withdraw from the program they must do so in writing to T&E and the following policy will apply based on the date of withdrawal...

If participant withdrawals in writing	he / she receives
on or before March 29 th , 2016	A refund of all fees paid less \$450 non-refundable application fee plus any additional non-refundable deposits paid by the student or by T&E on behalf of the student
After March 29th, 2016 but before April 8th, 2016	A refund of all fees paid less \$450 non-refundable application fee plus any additional non-refundable deposits and \$250 flight deposit) paid by the student or by T&E on behalf of the student
After April 8 th , 2016 but before April 29 th , 2016	A refund of all fees paid less \$ 450 non-refundable application fee plus additional \$250 airline deposit and \$1000 plus any other fees incurred by T&E on the students behalf.
April 30 th , 2016	No refund.

- Once the program has begun students withdrawing receive no refund unless T&E suspends the program.
- It is understood that SADDLEBACK COLLEGE will not cancel the program if the necessary minimum number of participants have not been enrolled by May 6th, 2016 for summer group participation.

- Force Majeure: The Parties agree that, if by reason of strike or other labor disputes, civil disorders, severe weather, acts of God, acts of terror, war, pandemic, or other unavoidable cause beyond the control of the party seeking to invoke this paragraph, either Party is unable to perform its obligation, such non-performance shall not be considered a breach of this Agreement. In the event a US Department of State travel warning is issued advising against travel to Italy, SADDLEBACK COLLEGE may refrain from sending students to Italy and in such event shall only pay for actual and documented costs incurred by Travel & Education for the scheduled program.
- In the case of the U.S. State Department issuing a travel warning which advises U.S. citizens not to travel to Italy or to leave the country if they are already there, **T&E** will:
 - If the program has not started, either make suitable alternative arrangements or cancel the program and refund all fees paid.
 - o If the program has started, suspend the program and fly the students home. If students are returned home they will receive a prorated rebate of fees paid to T&E for the portion of the program not completed, less the \$200 processing fee, the \$75 insurance premium, the \$95 non-refundable application fee and any costs incurred for flying the student home.
- Loyalty Clause: As part of the terms of this agreement, SADDLEBACK COLLEGE will not actively seek out or accept any offer of a direct relationship with any of the academic institutions or organizations who partner with T&E in Italy to supply academic and/or other services as part of the T&E provided program for the next 3 terms starting from the effective date of this contract.

ADDITIONAL CONSIDERATIONS

If participants are taking immersion courses, a placement test will be given to each SADDLEBACK COLLEGE student by the host institution at the beginning of the academic program to determine the linguistic ability of the student and they will be placed in accordance to their level. This implies that not all of SADDLEBACK COLLEGE students will be in the same language classes for the duration of the program. This also implies that if the student is not at the necessary level of proficiency to be accommodated in his/her chosen course options they may not be admitted into those courses and, in turn, be offered appropriate courses for their determined level of proficiency.

Airfare is the responsibility of each individual participant and any accompanying faculty unless otherwise indicated on this contract. T&E guidelines set forth in the T&E Application Contract must be followed when making airline reservations in order to take T&E provided transfer services to and from the Fiumicino Airport in Rome to the program site. Should the T&E guidelines not be followed, participants will be responsible for their own transportation to or from the Rome airport and their chosen program site.

The present agreement is subject to all of the policies, terms and conditions set forth in the T&E brochure and T&E Application Contract.

The present agreement will be valid for the 2016 academic term with the mutually implicit understanding that T&E and SADDLEBACK COLLEGE will continue a relationship for the offering of T&E programs to SADDLEBACK COLLEGE students for both short and long term study abroad options. The present contract will be reviewed and drawn up on a annual basis and will be negotiated at the start of the promotional period for the following academic term.

ACCEPTANCE OF PROPOSAL

Travel & Education requires written acceptance of this proposal by March 29th 2016 in order to prepare program materials, make the relevant bookings and to guarantee the price quoted. Please sign and date below to confirm that the components listed in this proposal fulfill your program requirements. Once signed, this document can be sent in its entirety via regular mail to Travel & Education, 1055 Mill Creek Drive, Feasterville-Trevose, PA 19053 or by fax to 215-396-0236. Should a signed agreement not be submitted

by the specified due date above and SADDLEBACK COLLEGE subsequently launches a group program through Travel & Education Corp during term quoted, the formal acceptance of this agreement will be implied and will be binding with the stated terms and conditions.

PROPOSAL ACCEPTED B	sy	(please print)
	Name of Authorizing Representative SADDLEBACK COLLEGE	_,,
		(sign)
	Signature Authorizing Representative SADDLEBACK COLLEGE	
	DATE	

U.S. Department of State

February 25th, 2016

Alerts and Warnings

Travel Warnings

We issue a Travel Warning when we want you to consider very carefully whether you should go to a country at all. Examples of reasons for issuing a Travel Warning might include unstable government, civil war, ongoing intense crime or violence, or frequent terrorist attacks. We want you to know the risks of traveling to these places and to strongly consider not going to them at all. Travel Warnings remain in place until the situation changes; some have been in effect for years.

Travel Alerts

We issue a Travel Alert for short-term events we think you should know about when planning travel to a country. Examples of reasons for issuing a Travel Alert might include an election season that is bound to have many strikes, demonstrations, or disturbances; a health alert like an outbreak of H1N1; or evidence of an elevated risk of terrorist attacks. When these short-term events are over, we cancel the Travel Alert.

Warning	February 23, 2016	Mauritania Travel Warning
Alert	February 18, 2016	Niger Travel Alert
Alert	February 12, 2016	Bangladesh Travel Alert
Alert	February 11, 2016	Laos Travel Alert
Warning	February 5, 2016	Nigeria Travel Warning
Warning	February 4, 2016	Turkey Travel Warning
Warning	January 29, 2016	Iran Travel Warning
Alert	January 22, 2016	Uganda Travel Alert
Warning	January 21, 2016	Sudan Travel Warning

Warning	January 21, 2016	Niger Travel Warning
Warning	January 20, 2016	Burkina Faso Travel Warning
Warning	January 19, 2016	Mexico Travel Warning
Warning	January 15, 2016	El Salvador Travel Warning
Alert	January 11, 2016	Haiti Travel Alert
Warning	December 31, 2015	Republic of South Sudan Travel Warning
Alert	December 29, 2015	Tunisia Travel Alert
Warning	December 22, 2015	Cameroon Travel Warning
Warning	December 16, 2015	Israel, The West Bank and Gaza Travel Warning
Alert	December 15, 2015	Seychelles Travel Alert
Warning	December 14, 2015	Ukraine Travel Warning
Warning	December 14, 2015	Yemen Travel Warning
Warning	December 13, 2015	Burundi Travel Warning
Warning	December	Lebanon

	11, 2015	Travel Warning
Warning	December 7, 2015	Mali Travel Warning
Warning	December 4, 2015	Democratic Republic of the Congo Travel Warning
Warning	December 4, 2015	Iraq Travel Warning
Alert	November 24, 2015	Burkina Faso Travel Alert
Warning	November 20, 2015	North Korea Travel Warning
Warning	November 19, 2015	Afghanistan Travel Warning
Warning	November 10, 2015	Kenya Travel Warning
Warning	November 10, 2015	Chad Travel Warning
Warning	October 30, 2015	Honduras Travel Warning
Warning	October 21, 2015	Philippines Travel Warning
Alert	October 14, 2015	South Pacific Tropical Cyclone Season - 2015 - 2016
Warning	October 8, 2015	Nepal Travel Warning

Warning	October 1, 2015	Somalia Travel Warning
Warning	September 30, 2015	Central African Republic Travel Warning
Warning	September 21, 2015	Saudi Arabia Travel Warning
Warning	September 18, 2015	Venezuela Travel Warning
Warning	September 16, 2015	Libya Travel Warning
Alert	September 4, 2015	Tanzania Travel Alert
Warning	August 28, 2015	Pakistan Travel Warning
Warning	August 27, 2015	Syria Travel Warning
Warning	August 26, 2015	Algeria Travel Warning
Warning	August 5, 2015	Haiti Travel Warning
Warning	July 17, 2015	Djibouti Travel Warning
Warning	June 5, 2015	
Warning	May 6, 2015	

Colombia Travel Warning

Eritrea Travel Warning

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.7 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College, Storage Buildings Project, Award of

Bid No. 2045, RT Contractor Corporation

ACTION: Approval

BACKGROUND

Saddleback College is purchasing three generators for campus wide use as emergency backup power in the event of a power outage. The generators, when not in use, require indoor storage in order to extend their useful life and minimize preventive maintenance.

STATUS

On January 12, 2016 and January 19, 2016, SOCCCD ran newspaper advertisements requesting bids for the Storage Buildings project. The request for bids was also posted on the district web site. On January 20, 2016, nine bidders attended the mandatory job walk. Three bids were received on February 4, 2016. The lowest bid meeting all specification requirements was submitted by RT Contractor Corporation, Garden Grove, CA, in the amount of \$117,000 (EXHIBIT A). Saddleback College staff has reviewed the bids and recommends approval.

Funds are available in the Saddleback College General Fund.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees award Bid No. 2045, Saddleback College Storage Buildings project, and approve the agreement (EXHIBIT B) with RT Contractor Corporation of Garden Grove, CA, in the amount of \$117,000.

Bid No. 2045 Storage Buildings Project Saddleback College

March 28, 2016

CONTRACTORS	<u>AMOUNT</u>
*RT Contractor Corporation Garden Grove, CA	\$117,000
Pacific Winds Building, Inc. Irvine, CA	\$129,900
Miles Construction Group, Inc. Temecula, CA 92590	\$140,400

^{*}RECOMMENDED AWARD

AGREEMENT – CONSTRUCTION SERVICES, STORAGE BUILDINGS PROJECT, BID 2045, SADDLEBACK COLLEGE

THIS AGREEMENT, dated the	day of	, 20 ir	the County of Orange, State of
California, is by and between	South Orange County Communit	y College Distr	rict, (hereinafter referred to as
"DISTRICT"), and RT Contractor	Corporation, 12864 E. Dale Street,	Garden Grove,	CA 92841, (hereinafter referred
to as "CONTRACTOR").			

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

- 1. CONTRACTOR agrees to complete the Project known as Storage Buildings Project according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.
- contractor shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.
- 3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum One Hundred Seventeen Thousand Dollars (\$117,000).
- 4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within ninety (90) consecutive calendar days from the date specified in the Notice to Proceed.
- 5. **Time is of the essence**. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of

actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1,000) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

- 6. Termination for Cause or Non-appropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.
- 7. Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:
 - (i) Cease operations as directed by DISTRICT in the notice;
 - (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
 - (iii) Not terminate any insurance provisions required by the Project Documents.

In case of such termination for DISTRICT'S convenience, CONTRACTOR shall be entitled to receive payment from DISTRICT for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of subcontractors. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

8. Hold Harmless and Indemnification. Contractor shall defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from all liabilities, claims, actions, liens, judgments, demands, damages, losses, costs or expenses of any kind arising from death, personal injury, property damage or other cause based or asserted upon any act, omission, or breach connected with or arising from the progress of Work or performance of service under this Agreement or the Contract Documents. As part of this indemnity, Contractor shall protect and defend, at its own expense, District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from any legal action including attorney's fees or other proceeding based upon such act, omission, breach or as otherwise required by this Article.

Furthermore, Contractor agrees to and does hereby defend, indemnify and hold harmless District, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors from every claim or demand made, and every liability, loss, damage, expense or attorney's fees of any nature whatsoever, which may be incurred by reason of:

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation

or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

- (b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.
- (c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

Contractor, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents or employees, on account of or founded upon any cause, damage, or injury identified herein Article 5 and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The CONTRACTOR'S and Subcontractors' obligation to defend, indemnify and hold harmless the Owner, Architect, Construction Manager, Inspector, the State of California and their officers, employees, agents and independent contractors hereunder shall include, without limitation, any and all claims, damages, and costs for the following: (1) any damages or injury to or death of any person, and damage or injury to, loss (including theft), or loss of use of, any property; (2) breach of any warranty, express or implied; (3) failure of the Contractor or Subcontractors to comply with any applicable governmental law, rule, regulation, or other requirement; (4) products installed in or used in connection with the Work; and (5) any claims of violation of the Americans with Disabilities Act ("ADA").

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Project Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Project Documents for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

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

Public Liability Insurance for injuries including accidental death, to any one person in an amount not less than

\$2,000,000

Subcontractors of every tier

\$1,000,000

and

Subject to the same limit for each person on account of one accident, in an amount not less than

\$2,000,000

Subcontractors of every tier

\$1,000,000

Property Damage Insurance

in an amount not less than

\$2,000,000

Subcontractors of every tier

\$1,000,000

Course of Construction Insurance without exclusion or limitation in an amount not less than

\$2,000,000

Excess Liability Insurance (Contractor only)

\$2,000,000

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

Contractor waives (to the extent permitted by law) any right to recover against the District, and its respective elected officials, officers, employees, agents, and representatives for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by property insurance and only to the extent of such coverage (which shall exclude deductible amounts) actually carried by the District.

The provisions of this section are intended to restrict each party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Contractor shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies there under of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors shall name the Contractor, the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion. If the

additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

10. Public Contract Code Section 22300 permits the substitution of securities for any retention monies withheld by the DISTRICT to ensure performance under this Agreement. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. The DISTRICT retains the sole discretion to approve the bank selected by the CONTRACTOR to serve as escrow agent. Upon satisfactory completion of the Agreement, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the Agreement, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

- 11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)
- 12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of _______, and that _______, whose title is _______, is authorized to act for and bind the corporation.
- 13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Agreement shall forthwith be physically amended to make such insertion or correction.
- 14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only

by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

DISTRICT	CONTRACTOR
South Orange County Community College District	RT Contractor Corporation
Ву:	Ву:
Dr. Debra L. Fitzsimons Vice Chancellor, Business Services	Signature
Date	Print Name
	Title
	Date
	CONTRACTOR'S License No.
	CONTRACTOR'S LICENSE NO.
	Tax ID/Social Security No.
	(CORPORATE SEAL OF CONTRACTOR, if corporation)

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.8 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College: Curriculum Revisions for the 2016-17 Academic

Year

ACTION: Approval

BACKGROUND

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

STATUS

Saddleback College proposes new/revisions to the curriculum of the College. Exhibit A includes new/revisions for Certificates and Degrees. Exhibit B includes revisions to courses and new courses for academic year 2016-17. The revisions to the curriculum are recommended by the Curriculum Committee and include collegial consultation with the Academic Senate of Saddleback College pursuant to Title 5, Sections 53200 et seq.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approves the proposed curriculum changes and additions for the 2016-17 academic year at Saddleback College as listed in Exhibits A and B.

Item Submitted By: Dr. Tod A. Burnett, President

Exhibit A 1 of 7 pages

Current Mathematics Associate Degree Program

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

Course ID	Title	Units
First Year		
CS 1B*	Introduction to Programming	
-or	<u></u>	
CS 4A*	Introduction to Java for Computer Science	ence 3
MATH 3A*	Analytic Geometry and Calculus	5
MATH 3B*	Analytic Geometry and Calculus	5
Second Year		
MATH 3C*	Analytic Geometry and Calculus	5
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear	
Algebra	<u>4</u>	
	Total Units for the Major	26

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

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

Revised Mathematics Associate Degree Program

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

Course ID	Title	Units
Prerequisites fo	or Required Courses	
MATH 124*	Trigonometry	3
MATH 2*	Pre-Calculus Mathematics	5
First Year		
MATH 3A*	Analytic Geometry and Calculus	5
or		
MATH 3AH*	Honors Analytic Geometry and Calculu	ıs 5
Second Year		
MATH 3B*	Analytic Geometry and Calculus	5
MATH 3C*	Analytic Geometry and Calculus	5
MATH 24*	Elementary Differential Equations	4
MATH 26*	Introduction to Linear Algebra	4
	Select from Restricted Electives	<u>4-5</u>
	Total Units for the Major	<u> 27-36</u>

Restricted Electives: Select one of the following courses CS 1B* Introduction to Computer Science II or CS 4A* Introduction to Java for Computer Science 4

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

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

Exhibit A 2 of 7 pages

Current History Associate Degree Program

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

Course ID	Title	Units
HIST 4	World History to 1750	3
HIST 5	World History from 1750	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States Since 1876	3
	Select from Restricted Electives	<u>6</u>
	Total Units for the Major	18

Restricted Electives:

ECON 2*, 20; HIST 7, 8,11, 12, 15, 19, 20/SOC 20, HIST 21, 30, 32,33, 40, 41, 61, 62, 63, 70, 71, 72, 75, 80, 135; PS 4, 11, 12, 14, 80.

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

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

Exhibit A 3 of 7 pages

Revised History Associate Degree Program

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

Course ID	Title	Jnits
HIST 4	World History to 1500	3
HIST 5	World History Since 1500	3
HIST 16	History of the United States to 1876	3
HIST 17	History of the United States Since 1876	3
	Select from Restricted Electives 1	<u>5-17</u>

Total Units for the Major 27-29

Restricted Electives:

HIST 7	Social & Economic History of the U.S.	
-	to 1876	3
HIST 8	Social & Economic History of the U.S.,	
-	1877 to the Present	3
HIST 11	Perspectives of Peace Studies	3
HIST 12	Revolutions and Revolts	3
HIST 15	The Vietnam War	3
HIST 19	United States Since 1945	3
HIST 20	Ethnic Cultures of the United States	3
HIST 21	Women in United States History:	
-	A Multicultural Perspective	3
HIST 27	Latin America: Pre-European	
	Independent Nationhood	3
HIST 28	Latin America: 1800 to the Present	3
HIST 29	Film and History in Latin America	3
HIST 30	History of Mexico	3
HIST 32	California History	3
HIST 33	Chicanos/ Latino American History	3
HIST 40	History of England to 1688	3
HIST 41	History of England Since 1688	3
HIST 61	History and Politics of Russia: Soviet	
	Period to the Present	3
HIST 62	European History to 1650	3

HIST 63	European History Since 1650	3
HIST 70	History of Asia to 1800	3
HIST 71	History of Asia Since 1800	3
HIST 72	History of China	3
HIST 74	History of the Middle East to 1800	3
HIST 75	History of the Modern Middle East	3
HIST 80	Introduction to Contemporary Africa	3
HIST 81	African American History	3
ANTH 2	Culture Anthropology	3
ANTH 3	Culture and Language	3
ANTH 5	Anthropology of Latin America:	
	Culture, Identify, and Power	3
ECON 2*	Principles (MACRO)	3
Or		
ECON 2H*	Honors Principles of Macroeconomics	3
ECON 4*	Principles (Micro)	3
<u>Or</u>		
ECON 4H*	Honors Principles of Microeconomics	3
ES 1	Multicultural Experiences in the	
	United States	3
ES 3	Introduction to Chicana/O and Latina/	0
	Cultures	3
PS 1	American Government	3
Or		
PS 1H	Honors American Government	3
PS 12	Comparative Politics and Government	3
PS 14	International Relations	3
PSYC 1	Introduction to Psychology	3
Or	<u></u>	
PSYC 1H	Honors Introduction to Psychology	3

Suggested coursework not required for the major: ECON 20; SOC 20, HIST 135; PS 4, 11, 80.

Associate in Arts Degree

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

General Education Requirements for Associate Degrees

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

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

Exhibit A 4 of 7 pages

New Adult Education English as a Second Language – Beginning Level Certificate of Competency

The Adult Education in English as a Second Language (AESL) Certificate of Competency – Beginning Level is designed for students to demonstrate basic English language skills. The goal of this level is to build reading, writing, listening, speaking, grammar, and vocabulary skills so that students can communicate effectively in everyday situations. Emphasis will focus on comprehending simple conversation, communicating survival needs, reading phrases and simple sentences, and performing communicative written tasks.

Students are placed within the following sequence of foundation courses according to their English abilities, and progress through this sequence. Courses may be offered days, evenings and weekends during fall, spring and summer. There are no enrollment limitations or prerequisites for the required courses.

Course ID	Title	Hours
AESL 701T AESL 702T Low	Basic Literacy Beginning 149.40	149.40
AESL 703T	Beginning High	149.40

Optional, supplemental courses in specialized topics (such as those listed below) may be taken along with foundation classes, to assist in student progress as needed. Students may consult with their instructor or counselor to determine the best courses to help achieve their learning goals.

ESL 322	Beginning Conversation	49.8
ESL 323*	Beginning Pronunciation	49.8
ESL 325*	Beginning Reading and Writing	<u>49.8</u>

Total Hours for the Certificate: 298.80 - 597.60

Students who earn the AESL Certificate of Competency – Beginning are eligible to take AESL Citizenship (708T), and may be prepared to enter the workplace.

Exhibit A 5 of 7 pages

New Adult Education English as a Second Language – Intermediate – Advanced Level Certificate of Competency

The Adult Education in English as a Second Language (AESL) Certificate of Competency–Intermediate-Advanced is designed for students to demonstrate "Advanced Low" English language skills. The goal of this level is to build reading, writing, listening, speaking, grammar, vocabulary and study skills, so that students can continue to communicate effectively in everyday situations, plus develop the language necessary to work toward career, personal and education goals (including preparation for credit courses).

Students are placed within the following sequence of core courses according to their English abilities and progress through this sequence. Courses may be offered days, evenings and weekends during fall, spring and summer. To enroll in these courses, students demonstrate the competencies from the AESL-Beginning Certificate, or have taken the Beginning-level courses. There are no enrollment limitations or prerequisites for the required courses.

Course ID	Title	Hours
AESL 704T	Intermediate Low	149.40
AESL 705T	Intermediate High	149.40
AESL 706T	Advanced Low	149.40

Optional, supplemental courses in specialized topics (such as those listed below) may be taken along with core classes, to assist in student progress as needed. Students may consult with their instructor or counselor to determine the best courses to help achieve their learning goals.

ESL 332*	Intermediate Conversation	49.8
ESL 333*	Intermediate Pronunciation	49.8
ESL 335*	Intermediate Writing	
I	49.8	
ESL 336*	Intermediate Writing II	49.8
ESL 342*	Advanced Conversation	49.8
ESL 343*	Advanced Pronunciation	49.8
ESL 344*	Idioms and Expressions in American	
English	49.8	
ESL 345*	Advanced Writing I	49.8
ESL 346*	Advanced Writing for Work	<u>49.8</u>

Total Hours for the Certificate: 298.80 – 896.40

Students who earn the AESL Certificate of Competency – Intermediate – Advanced are eligible to take AESL Citizenship

(708T), and may be prepared to enter the Saddleback College ESL Program or CTE Job-preparation program (placement tests required for both).

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

Exhibit A 6 of 7 pages

Current Health Information Technology Certificate Program

The Health Information Technician (H.I.T) program is a two-year certificate and associate degree program that prepares the student for employment as a health information professional with the knowledge and skills to accurately code diagnoses and procedures for healthcare services provided to patients, and to collect, maintain, and analyze clinical data in electronic health records that physicians, nurses, and other healthcare staff rely on to deliver quality healthcare. The curriculum is designed to facilitate articulation from the Medical Assistant program and provides training through didactic instruction and directed practice externships. Facilities employing health information technology professional include hospitals, ambulatory care centers, physician offices, long-term care facilities, dialysis centers, public health agencies, pharmaceutical companies, medical supply companies, rehabilitation centers, managed care organization, behavioral and mental health facilities, law firms, and insurance firms.

Students are required to hold a valid basic life support CPR card for healthcare providers and carry professional liability insurance prior to commencing their directed practice.

A minimum grade of "C" in all courses is required to receive the

Course ID	Title	Units
HSC 201	Medical Terminology	3
CIM 112	Microsoft Office	3
HIT 200	Health Information Science	3
BIO 113	Human Anatomy and Physiology	4
HSC 233	Legal and Ethical Aspects of Health Informat	on 3
HIT 203	Alternative Healthcare Delivery Systems	2
HIT 207*	Information Technology/EHR in Healthcare	3
HIT 202	Reimbursement Methodologies	2
HSC 244*	Disease Processes for the Health Sciences	3
HIT 221*	ICD-10-CM	3
HIT 220*	ICD-10-PCS	3
HIT 212*	Reporting Healthcare Data	2
HIT 209*	Management of Resources in Healthcare	3
HIT 204	Performance Improvement in Healthcare	3
HIT 215*	CPT/Ambulatory Care Coding	3
HIT 219*	Directed Practice	<u>3</u>
	Total Units for the Major	46

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

Deletion Health Information Technology Certificate Program

The Health Information Technician (H.I.T) program is a two-year certificate and associate degree program that prepares the student for employment as a health information professional with the knowledge and skills to accurately code diagnoses and procedures for healthcare services provided to patients, and to collect, maintain, and analyze clinical data in electronic health records that physicians, nurses, and other healthcare staff rely on to deliver quality healthcare. The curriculum is designed to facilitate articulation from the Medical Assistant program and provides training through didactic instruction and directed practice externships. Facilities employing health information technology professional include hospitals, ambulatory care centers, physician offices, long term care facilities, dialysis centers, public health agencies, pharmaceutical companies, medical supply companies, rehabilitation centers, managed care organization, behavioral and mental health facilities, law firms, and insurance firms.

Students are required to hold a valid basic life support CPR card for healthcare providers and carry professional liability insurance prior to commencing their directed practice.

A minimum grade of "C" in all courses is required to receive the certificate.

Course ID	Title	Units
HSC 201	Medical Terminology	3
CIM-112	Microsoft Office	3
HIT 200	Health Information Science	3
BIO 113	Human Anatomy and Physiology	4
HSC 233	Legal and Ethical Aspects of Health Informat	ion 3
HIT 203	Alternative Healthcare Delivery Systems	2
HIT 207*	Information Technology/EHR in Healthcare	3
HIT 202	Reimbursement Methodologies	2
HSC 244*	Disease Processes for the Health Sciences	3
HIT 221*	ICD-10-CM	3
HIT 220*	ICD-10-PCS	3
HIT 212*	Reporting Healthcare Data	2
HIT 209*	Management of Resources in Healthcare	3
HIT 204	Performance Improvement in Healthcare	3
HIT 215*	CPT/Ambulatory Care Coding	3
HIT 219*	Directed Practice	<u>3</u>
	Total Units for the Major	46

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

Exhibit A 7 of 7 pages

Current Global Business Certificate Program

Technology and international commerce have redefined business in a global context. The Global Business program prepares students for careers in international business and industries that deal with international trade and global markets. The program focuses on the dynamics of international organization, environments, trade, language, socioeconomic and cultural forces, political and legal issues, and emerging global markets. Completion of the recommended electives demonstrates global competencies in international business. Elective courses provide specialized areas of study. Transfer International Business majors should refer to the Business Administration transfer curriculum.

Course ID	Title	Units
BUS 1	Introduction to Business	3
BUS 12	Business Law	
or		3
BUS 14	Legal Environment of Business	
BUS 104*	Business Communication	3
BUS150	International Business	3
BUS260	Survey of Exporting and Importing	3
Restricted Electives		6 -7
Restricted Elective	s:	
BUS 102	Oral Business Communications	3
BUS105	Social Media Marketing	3
BUS135	Marketing	3
BUS 137	Professional Selling Fundamentals	3
BUS 138/CTVR 138	Advertising	3
BUS 160	Entrepreneurship	3
CWE 180	Cooperative Work Experience:	
	Business	3-4

21-22

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

Total

Revised Global Business Certificate Program

Technology and international commerce have redefined business in a global context. The Global Business program prepares students for careers in international business and industries that deal with international trade and global markets. The program focuses on the dynamics of international organization, environments, trade, language, socioeconomic and cultural forces, political and legal issues, **import/export processes and regulations**, and emerging global markets. Completion of the recommended electives demonstrates global competencies in international business. Elective courses provide specialized areas of study.

Course ID	Title	Units	
BUS 1	Introduction to Business	3	
Or	introduction to business		
BUS 1H	Honors Introduction to Business	3	
BUS 13	Legal Environment & Business Law	3	
BUS 104*	Business Communication	3	
BUS 150	International Business	3	
BUS260	Survey of Exporting and Importing	3	
BUS 103	Business English	3	
<u>Or</u>			
ENG 1A*	Principles of Composition		
Or			
ENG 1AH*	Principles of Composition Honors	4	
Restricted Electives:			<u>3</u>
BUS102	Oral Business Communications	3	
BUS 105	Social Media Marketing	3	
BUS 106	Legal Aspects of Entrepreneurship	2	
BUS 107	Innovation and New Product		
	Development	3	
BUS 108	Social Entrepreneurship	3	
BUS 109	eCommerce Marketing	3	
BUS 111	Business Sustainability Strategies:	_	
DUC 420	People, Planet, Profit	3	
BUS 120 BUS 135	Business Management	3	
BUS 135	Marketing Professional Selling Fundamentals	3	
BUS 138/CTVR 138	Advertising	3	
BUS 138/CTVR 138	Entrepreneurship	3	
BUS 105		5	
Or	Social Media Marketing		
BUS 109	eCommerce Marketing	3	
DU3 109	econinerce marketing		
SP 20	Intercultural Communication	3	
CWE 180	Cooperative Work Experience:		
	Business		
1-2			
	Total Units for the Certificate	<u>21-22</u>	

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

SADDLEBACK COLLEGE NEW COURSES AND PROPOSED CURRICULUM REVISIONS ACADEMIC YEAR 2016-2017

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
				assign=assignments
				cat desc= catalog description
				c/l w/+ cross-listed with (and list the other crs id)
				coreq=corequisite
				crs id=course prefix and/or number
				dc=delete course
				dv=delete version of course
				gr opt=grading option
				hrs=hours
				lim=limitation
				Irng obj=learning objectives
				moe=methods of eval
				nc=new course
				nv=new version of existing course
				oe/oe=open entry/open exit
				prereq=prerequisite
				reactv=course reactivation
				rec prep=recommended prep
				rpt=repeatability
				SAM code=occupational code (A=apprenticeship,
				B=advanced occupational, C=clearly occupational,
				D=possibly occupational, E=non-occupational
				sch desc=schedule description
				sr=scheduled review is for courses that are scheduled
				for review and there are no revisions
				supplies = supplies
				ti=title
				tps=topics
				txt=text-required for all courses numbered 1-299
				un=units
				val=validation
		225222.05	5111 // DOM . 0501 001/	cat desc, sch desc, tps, Irng obj, moe, assign,
ATAS	ENV 23	326090.05	ENVIRON. GEOLOGY	txt
			COMPUTER OPERATING	crs id fr CIMN 230 to CIMN 130, cat desc,
BS	CIMN 230	431691.00	SYSTEMS UNIX/LINUX	sch desc, txt
			INTRODUCTION TO COLLEGE	
LA	ENG 390	410038.00	ENGLISH	fr oe/oe to <u>not oe/oe</u>
				nc, prereq CHEM 1A or CHEM 2, 5 units/3
				hrs lec/6 hrs lab/0 hr lrng cntr, non-
MSE	BIO 605H	405119.00	HONORS GENERAL BIOLOGY I	repeatable
				nc, prereq BIO 3A, BIO 3AH or BIO 4A, 5
				units/3 hrs lec/6 hrs lab/0 hr lrng cntr, non-
MSE	BIO 606H	405120.00	HONORS GENERAL BIOLOGY II	repeatable

SADDLEBACK COLLEGE NEW COURSES AND PROPOSED CURRICULUM REVISIONS ACADEMIC YEAR 2016-2017

			BIOLOGICAL FIELD STUDIES:	
			EXTENDED ISLAND	nc, 2 units/1 hr lec/3 hrs lab/0 hr lrng cntr,
MSE	BIO 631	405121.00	ECOSYSTEMS STUDY	non-repeatable
			BIOLOGICAL FIELD STUDIES:	
			EXTENDED MOUTAIN	nc, 2 units/1 hr lec/3 hrs lab/0 hr lrng cntr,
MSE	BIO 632	405122.00	ECOSYSTEMS STUDY	non-repeatable
MSE	MATH 10	518100.00	INTRODUCTION TO STATISTICS	cat desc, tps, Irng obj, slo, moe, txt, val
			HONORS ADVANCED	
			INFORMATION COMPETENCY:	
OELR	LIB 602H	405114.00	ONLINE SEARCHING	tps, Irng obj, moe, assign
			HONORS BIOLOGICAL	
SBS	ANTH 601H	405099.00	ANTHROPOLOGY	cat desc, sch desc, Irng obj, moe, assign
			HONORS CULTURAL	
SBS	ANTH 602H	405100.00	ANTHROPOLOGY	cat desc, sch desc, Irng obj, moe, assign
			HONORS INTRO TO WOMEN'S	
SBS	WS 610H	405105.00	STUDIES	cat desc, sch desc, tps, Irng obj, moe, assign
			HONORS INTRODUCTION TO	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr,
SBS	WS 657H	1000191.00	FEMINIST THEORY	non-repeatable
			INTRODUCTION TO QUEER	nc, 3 units/3 hrs lec/0 hr lab/0 hr lrng cntr,
SBS	WS 658	1000192.00	STUDIES	non-repeatable

ITEM: 5.9 DATE: 3/22/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: Saddleback College and Irvine Valley College: Community Education,

Summer 2016

ACTION: Approval

BACKGROUND

The South Orange County Community College District is known for offering high-quality, non-credit programs and fee-based classes. Saddleback College and Irvine Valley College perform an important service and fulfill a vital part of their mission by offering these courses 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 and Irvine Valley College Community Education to serve the community during the Summer Session 2016. Expenses for conducting these courses will be paid by the income from participant fees. Exhibit A lists the Saddleback College course offerings, presenters, and compensation. Exhibit B is the Irvine Valley College list of additions to their course offerings, presenters, and compensation.

RECOMMENDATION

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

Item Submitted By: Dr. Tod A. Burnett and Dr. Glenn R. Roquemore, Presidents

COMMUNITY EDUCATION NON-CREDIT	PROGRAN			
PROGRAM ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
CFK 3D Modeling And Game Design		BrainStorm (I)	50% Net	\$210.00
Academic Chess		Academic Chess (I)	50% Net	\$139.00
Algebra For Teens - Level 1A		Daryl Johannsen (E)	\$29/Hr+	\$ 99.00
Algebra For Teens - Level 1B	3/1 - 12/31	Daryl Johannsen (E)	\$29/Hr+	\$ 99.00
Algebra For Teens - Level I	3/1 - 12/31	Douglas Hill (E)	\$29/Hr+	\$ 99.00
Algebra For Teens - Level II	3/1 - 12/31	Douglas Hill (E)	\$29/Hr+	\$ 99.00
Back To Broadway: Summer Musical Theater Workshop		Paul-Dean Martin (E)	50% Net	\$150.00
Beginning Guitar For Kids/Teens		Ron Gorman (E)	60% Net	\$ 99.00
Beginning Ukulele For Kids/Teens		Ron Gorman (E)	60% Net	\$ 99.00
BrainStorm: 3D Game Design		BrainStorm (I)	50% Net	\$ 89.00
Brainstorm: 3D Modeling And Printing		BrainStorm (I)	50% Net	\$230.00
BrainStorm: Game Dev And Minecraft Programming		BrainStorm (I)	50% Net	\$210.00
BrainStorm: LEGO® Engineering And Robotics		BrainStorm (I)	50% Net	\$210.00
BrainStorm: LEGO® Engineering: Jedi's And Superheroes		BrainStorm (I)	50% Net	\$210.00
BrainStorm: LEGO® Engineering: Medieval Machines		BrainStorm (I)	50% Net	\$210.00
BrainStorm: Minecraft University		BrainStorm (I)	50% Net	\$210.00
Camp Invention		Camp Invention (I)	85% Gross	\$270.00
Cheerleading Skills Clinics		Fit Kids America (I)	50% Net	\$149.00
codeCampus: DIY Devices		Code Campus Academy (I)	50% Net	\$160.00
codeCampus: DIY Devices		Code Campus Academy (I)	50% Net	\$160.00
codeCampus: Intro To Web Development: Design Your Own Website		Code Campus Academy (I)	50% Net	\$160.00
codeCampus: Mobile App Development For Kids		Code Campus Academy (I)	50% Net	\$160.00
Color Sticks For Young Artists		Nancy Larragoiti (E)	\$29/Hr+	\$ 98.00
Creative Writing For Kids		Megan Weaver (E)	\$29/Hr+	\$ 99.00
Culinary Kids: Eat The Rainbow		Culinary Kids (I)	50% Net	\$190.00
Culinary Kids: Kitchen Basics		Culinary Kids (I)	50% Net	\$190.00
Cut And Dissect - Level A		Shaun Adams (E)	\$29/Hr+	\$100.00
Cut And Dissect - Level B		Shaun Adams (E)	\$29/Hr+	\$100.00
Dare To Draw Anything!		Jan Wood-Harris (E)	\$29/Hr+	\$ 98.00
Developmental Reading For Kids		Barak Stanley (E)	\$29/Hr+	\$ 99.00
Early Drop-In Care		Academic Bridge Academy (I)	50% Net	\$ 80.00
English Composition For Teens		Tony Garcia (E)	50% Net	\$125.00
Fashion Quilting		Naomi Sutton (E)	\$29/Hr+	\$120.00
Fashion Sewing And Crafts		Naomi Sutton (E)	\$29/Hr+	\$120.00
Fashion: Crochet A Blanket		Naomi Sutton (E)	\$29/Hr+	\$105.00
Fashion: Embroidery Purse Project		Naomi Sutton (E)	\$29/Hr+ \$29/Hr+	\$105.00
Fashion: Pajama Party		Naomi Sutton (E)		\$120.00
Fashion: Sewing A Basic Skirt and Tunic		Naomi Sutton (E)	\$29/Hr+	\$120.00
FitKids: Multi Sports Camp		Fit Kids America (I) Nancy Larragoiti (E)	50% Net	\$149.00
Fun With Cartooning Fun With Photoshop		Laura Hoffman (E)	\$29/Hr+ \$29/Hr+	\$ 98.00 \$140.00
Future Millionaires And Junior Entrepreneurs		Joshua Ballard (I)	50% Net	\$140.00
Geometry For Teens		Douglas Hill (E)	\$29/Hr+	\$ 99.00
Golf Skills Clinics - Beg - Adv	3/1 - 12/31		50% Net	\$110.00
Hip Hop Skills Clinics		Fit Kids America (I)	60% Net	\$149.00
Incrediflix		Incrediflix (I)	50% Net	\$145.00
Institute Of Reading Development		Inst. Of Reading Development (I)	PP	Varies
Interactive Writing Workshop		Nancy D'Aleo-Russey (E)	\$29/Hr+	\$ 99.00
Keyboarding On Personal Computers		Joyce Quade (E)	50% Net	\$136.00
Landscapes: Whimsical To Abstract Art		Jan Wood-Harris (E)	\$29/Hr+	\$ 98.00
Mad Science		Mad Science (I)	50% Net	\$185.00
MainStage Kids	3/1 - 12/31	* *	\$25/hr	\$465.00
		Laura Little (E)	50% Net	\$100.00
Math		Justine Lawson (E)	\$29/Hr+	\$ 99.00
Mathobotix		Mathobotix (I)	70% Net	\$259.00
Minecraft University: Python Modding I		BrainStorm (I)	60% Net	\$ 89.00
Minecraft University: 1 ythor Modaling 1		BrainStorm (I)	60% Net	\$ 89.00
Modeling And Style		Tara Meyer (E)	\$29/Hr+	\$120.00
More Beginning Guitar For Kids/Teens		Ron Gorman (E)	60% Net	\$ 99.00
Natural A's		Curtis Adney (E)	50% Net	\$ 49.00
Ocean Animals		Jan Wood-Harris (E)	\$29/Hr+	\$ 88.00
Pen And Ink Art Magic		Nancy Larragoiti (E)	\$29/Hr+	\$ 98.00
Photography I		Laura Hoffman (E)	\$29/Hr+	\$140.00
Pre-Algebra		Daryl Johannsen (E)	\$29/Hr+	\$ 99.00
Pre-Geometry		Daryl Johannsen (E)	\$29/Hr+	\$ 99.00
Private Swim Lessons		Pete Cosmakos, LLC (I)	60% Net	\$195.00
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⁽E) Employee (I) Independent Contractor

DD 0 0 = ::	COMMUNITY EDUCATION N				
PROGRAM		DATES	PRESENTER	HONORARIA	FEE
	Semi-Private Swim Lessons		Pete Cosmakos, LLC (I)	60% Net	\$110.00
	Spanish For Children		Conversa, Inc (I)	50% Net	\$145.00
	Spanish For Preschoolers		Conversa, Inc (I)	50% Net	\$145.00
	Study Strategies For Teens		Jason Turney (E)	\$29/Hr+	\$ 56.00
	Successful Study Strategies For Kids		Jason Turney (E)	\$29/Hr+	\$ 56.00
	Summer Bridge Academy 1-6		Academic Bridge Academy (I)	70% Net	\$720.00
	Tennis Skills Clinics		Nick Trani (E)	50% Net	\$149.00
	Theatre Fun With Improvisation		Tara Meyer (E)	\$29/Hr+	\$120.00
	Track And Field Skills Clinic: Beginners		GrassRoots Athletics (I)	50% Net	\$125.00
	UCI Writing Project		UCI Summer Youth Programs (I)	85% Gross	\$690.00
	Water Polo Skills Clinics		Pete Cosmakos, LLC (I)	50% Net	\$126.00
	Young Artist's Workshop		Nancy Larragoiti (E)	\$29/Hr+	\$ 88.00
	Young Illustrators		Jan Wood-Harris (E)	\$29/Hr+	\$ 88.00
	Youth And The Law Youth Aquatics		Juvenile Consulting Services (I) Pete Cosmakos, LLC (I)	Varies 50% Net+	Varies \$ 75.00
	Youth Drug and Alcohol Awareness Education Program		Juvenile Consulting Services (I)	Varies	۶ 75.00 Varies
CUSD	24		Chris Elliott (E)	30% Net	\$ 85.00
COSD	24		Robert Johnson (E)	30% Net	\$ 85.00
	Advanced Robotics		Ann Berger (E)	60% Net	\$120.00
	American Girl After Party		Manisha Fish (E)	60% Net	\$ 65.00
	Catch A Wave Into First Grade		Carrie Gray (E)	60% Net	\$150.00
	Catch A Wave Into Second Grade		Carrie Gray (E)	60% Net	\$150.00
	Fairy Tale Feasts		Ann Berger (E)	60% Net	\$120.00
	First Grade Head Start		Chris Saalberg (E)	60% Net	\$320.00
	Introduction To Robotics		Ann Berger (E)	60% Net	\$120.00
	Jump Into First Grade		Kris McCartney (E)	60% Net	\$ 90.00
	Jump Into Kindergarten		Kris McCartney (E)	60% Net	\$ 90.00
	Jump Start First Grade		Kim Downing (E)	60% Net	\$150.00
	Jump Start Kindergarten		Amy Clarke (E)	60% Net	\$125.00
	Jump Start Kindergarten		Kylie Schofield (E)	60% Net	\$125.00
	Jump Start Second Grade		Christy Grudynski (E)	60% Net	\$150.00
	Jump Start Third Grade	3/1 - 12/31	Christy Grudynski (E)	60% Net	\$150.00
	Jumpstart 5th Grade	3/1 - 12/31	Ann Berger (E)	60% Net	\$100.00
	Kindergarten Kickoff	3/1 - 12/31	Avonnette Bruce (I)	60% Net	\$125.00
	Kindergarten Summer Konnection	3/1 - 12/31	Avonnette Bruce (I)	60% Net	\$255.00
	Middle School Boot Camp		Deanna Bleidistel (E)	60% Net	\$120.00
	Middle School Boot Camp		Stephanie Avera (E)	60% Net	\$120.00
	Middle School Math Prep		Michael Hale (E)	60% Net	\$160.00
	Mini-Kindergarten		Lori Walker (E)	60% Net	\$320.00
	Mommy/Daddy And Me Summer School		Kris McCartney (E)	60% Net	\$ 85.00
	Mommy/Daddy And Me Summer School		Patti Peviani (E)	60% Net	\$ 85.00
	School Is Cool		Amy Abbott (E)	60% Net	\$125.00
	School Is Cool		Barbara Stamen (E)	60% Net	\$125.00
	Second Grade Head Start		Valerie Robbins (E)	60% Net	\$320.00
	Social Skills For 7-9 Year Olds		Danise McKee (E)	60% Net	\$125.00
	Social Skills: Entering Kindergartners (5-6 Years Old)		Danise McKee (E)	60% Net	\$125.00
	Summer Arts And Crafts Summer Bridge Academy P-5		Ann Berger (E) Academic Bridge Academy (I)	60% Net 60% Net□	\$120.00 \$616.00
	Toddler Time: Fun In The Sun		Dawn Trumbo (E)	30% Net	\$110.00
	Toddler Time: Fun In The Sun		Kristi Martin (E)	30% Net	\$110.00
	Workshop Imagination		Charles Massaro (E)	60% Net	\$110.00
	Writing For Academic Success		Chris Jones (E)	60% Net	\$150.00
Adult	Ballroom And Swing		Kaylaa Fox (I)	45% Gross	\$ 49.00
, tauit	Become A Professional Organizer		Nancy Miller (E)	50% Net	\$ 39.00
	Become A Programmer		Bob Cohen (E)	50% Net	\$ 39.00
	Beginning And Intermediate Watercolor Workshop		Jean Marie Christian (E)	50% Net	\$ 84.00
	Beginning Blues Harmonica		David Broida (E)	50% Net	\$ 49.00
	Beginning Guitar		Ron Gorman (E)	60% Net	\$ 99.00
	Beginning Ukulele		Ron Gorman (E)	60% Net	\$ 99.00
	Blogging For Fun And Profit		Bob Cohen (E)	50% Net	\$ 39.00
	Botanicals Watercolor Workshop		Jean Marie Christian (E)	50% Net	\$ 84.00
	Bride And Groom's First Dance		Kaylaa Fox (I)	45% Gross	\$ 29.00
	Country Line Dance		Kaylaa Fox (I)	45% Gross	\$ 49.00
	Country Two-Step		Kaylaa Fox (I)	45% Gross	\$ 49.00
	Drawing Workshop	3/1 - 12/31	Jean Marie Christian (E)	50% Net	\$ 84.00
	Feng Shui Tools For Better Living	3/1 - 12/31	Feng Shui Solutions (I)	50% Net	\$ 49.00

⁽E) Employee (I) Independent Contractor

COMMUNITY EDUCATION NON-CR				
PROGRAM ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
Finding Freelance Work On The Internet		Bob Cohen (E)	50% Net	\$ 39.00
First Hand French		Nancy Allah (E)	50% Net	\$ 85.00
Foreign Language Students	3/1 - 12/31	* /	Varies	Varies
Get Into E-Commerce For FREE!		Mike Rounds (E)	50% Net	\$ 39.00
Health Career Readiness Program	3/1 - 12/31		PP	Varies
Healthy Harmonica: Songs And Rhythms		David Broida (E)	50% Net	\$ 29.00
High School Equivalency Math		Adult Education Instructor (E)	Varies	Grant
High School Equivalency Reading		Adult Education Instructor (E)	Varies	Grant
High School Equivalency Writing		Adult Education Instructor (E)	Varies	Grant
How To Be Published For FREE! How To Become A Mystery Shopper		Mike Rounds (E) Elaine Moran (E)	50% Net 50% Net	\$ 39.00 \$ 49.00
How To Become A Mystery Shopper How To Create A Website In 24 Hours For Free!		Mike Rounds (E)	50% Net	\$ 49.00
How To Organize Your Home And Office		Nancy Miller (E)	50% Net	\$ 39.00
How To Play Piano By Ear		Craig Coffman (E)	50% Net	\$ 45.00
How To Sell On eBay®		Frances Greenspan (E)	50% Net	\$ 65.00
Improving Your PC's Performance		Bob Cohen (E)	50% Net	\$ 39.00
Instant Piano For Hopelessly Busy People		Craig Coffman (E)	50% Net	\$ 45.00
Intermediate Guitar		Ron Gorman (E)	60% Net	\$ 99.00
Inventors: Get Ready For Shark Tank!		Mike Rounds (E)	50% Net	\$ 39.00
Investment Strategies For Growth And Income		Charles Goffin (E)	50% Net	\$ 39.00
iPhones® And iPads®: Beyond The Basics	3/1 - 12/31	Bob Cohen (E)	50% Net	\$ 39.00
iPhones®, iPads® And I'm Lost©	3/1 - 12/31	Bob Cohen (E)	50% Net	\$ 39.00
Italian Supreme: A Taste Of Italy	3/1 - 12/31	Conversa, Inc (I)	50% Net	\$153.00
Loan Signing Specialist Training		Masters Notary Academy (I)	\$35 PP	\$ 70.00
Makeup 101	3/1 - 12/31	Michele Godinez (E)	50% Net	\$128.00
Marketing Your Business On Facebook And Social Media Sites		Bob Cohen (E)	50% Net	\$ 39.00
Master Your Investments		Jalon O'Connell Morton (E)	50% Net	\$ 70.00
Natural A's: Parent/Adult Registration		Curtis Adney (E)	50% Net	\$ 49.00
Notary Public Training		Masters Notary Academy (I)	\$35 PP	\$ 70.00
On-Line No-Credit Classes		Education To Go (I)	\$55-\$175pp	\$299.00
Photography		Laura Hoffman (E)	50% Net	\$ 45.00
Plano Made Easy Series		Craig Coffman (E)	50% Net	\$ 75.00
Plating For Food Styling 101		Denise Stillman (E)	50% Net	\$ 80.00
Procept Management Anyone Con Do		In-House Services (E)	PP 50% Net	\$ 50.00 \$ 59.00
Property Management Anyone Can Do Salsa Dance		Stephen Dexter (E) Kaylaa Fox (I)	45% Gross	\$ 49.00
Secrets Of Social Media And Internet Marketing		Bob Cohen (E)	50% Net	\$ 49.00
Social Security Strategies And Retirement Planning		Jalon O'Connell Morton (E)	50% Net	\$ 39.00
Sound Retirement Strategies		David Broida (E)	50% Net	\$ 49.00
Speed Spanish		Christy Nelson (E)	50% Net	\$ 59.00
SRT - Motorcyclist Safety Program		Saddleback Rider Training (I)	Varies	\$250.00
Stained Glass For Beginners		Glass Spectrum (I)	50% Gross	\$150.00
Teen Road To Safety	3/1 - 12/31	Teen Road To Safety Inc. (I)	Varies	Varies
Travel	3/1 - 12/31	Good Times Travel (I)	PP	\$ 69.00
Using Your Computer To Make Money	3/1 - 12/31	Nancy Miller (E)	50% Net	\$ 39.00
What Were You Born To Do?		Curtis Adney (E)	50% Net	\$ 55.00
XinYi Mandarin Chinese		Xin Yi Language Institute (I)	50% Net	\$140.00
You're Retired! Now What?		Elaine Moran (E)	50% Net	\$ 39.00
MUS 1: The Basics of Music		Music Instructor (E)	50% Net	\$6.25/hr
MUS 10: Harmony I		Music Instructor (E)	50% Net	\$6.25/hr
MUS 11: Harmony II		Music Instructor (E)	50% Net	\$6.25/hr
MUS 117: Popular Songwritinig		Music Instructor (E)	50% Net	\$6.25/hr
MUS 118: Digital Multi-track Music Recording		Music Instructor (E)	50% Net	\$6.25/hr
MUS 119: Advanced Music Composition		Music Instructor (E)	50% Net	\$6.25/hr
MUS 12: Harmony III MUS 120: Introduction to the Music Indistry		Music Instructor (E) Music Instructor (E)	50% Net 50% Net	\$6.25/hr \$6.25/hr
MUS 124: Computer Assisted Music Notation		Music Instructor (E)	50% Net	\$6.25/III \$6.25/hr
MUS 130: Music Production I		Music Instructor (E)	50% Net	\$6.25/hr
MUS 131: Music Production II		Music Instructor (E)	50% Net	\$6.25/hr
MUS 131: Music Froduction in MUS 132: Introduction to Music Technology		Music Instructor (E)	50% Net	\$6.25/hr
MUS 14: Jazz Composition and Arranging		Music Instructor (E)	50% Net	\$6.25/hr
MUS 148: Jazz Ensemble		Music Instructor (E)	50% Net	\$6.25/hr
MUS 15: Music Composition		Music Instructor (E)	50% Net	\$6.25/hr
MUS 173: Intermediate Guitar		Music Instructor (E)	50% Net	\$6.25/hr
MUS 178: Beginning Piano Pedagogy		Music Instructor (E)	50% Net	\$6.25/hr
MUS 179: Intermediate Piano Pedagogy		Music Instructor (E)	50% Net	\$6.25/hr
- 3,		, <i>,</i>		

⁽E) Employee (I) Independent Contractor

COMMUNITY EDUCATION NON-CREDI				
PROGRAM ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
MUS 181: Keyboard Literature and Interpertation - Romantic to Modern	3/1 - 12/31	Music Instructor (E)	50% Net	\$6.25/hr
MUS 194: Muscianship III	3/1 - 12/31	Music Instructor (E)	50% Net	\$6.25/hr
MUS 20: Music Appreciation	3/1 - 12/31	Music Instructor (E)	50% Net	\$6.25/hr
MUS 23: Introduction to World Music		Music Instructor (E)	50% Net	\$6.25/hr
MUS 232: Choral Techniques		Music Instructor (E)		\$6.25/hr
MUS 233: Contemporary Choral Music For Treble Voices		Music Instructor (E)		\$6.25/hr
MUS 234: Voiced Community Chorale		Music Instructor (E)		\$6.25/hr
MUS 24: Music Of The 20th Century		Music Instructor (E)	50% Net	\$6.25/hr
MUS 240: Improvised Music In Jazz Combo		Music Instructor (E)		\$6.25/hr
MUS 241: Medium Size Malleable Jazz Ensemble		Music Instructor (E)		\$6.25/hr
MUS 242: Mid- Size African- American Based Ensemble Jazz		Music Instructor (E)		\$6.25/hr
MUS 246: Contemporary Big Band Literature		Music Instructor (E)	50% Net	\$6.25/hr
MUS 247: Modern Big Band Concepts		Music Instructor (E)		\$6.25/hr
MUS 252a: Jazz Piano I		Music Instructor (E)		\$6.25/hr
MUS 252b: Jazz Piano II		Music Instructor (E)		\$6.25/hr
MUS 252c: Jazz Piano III		Music Instructor (E)		\$6.25/hr
MUS 253: Advanced Piano Music Of Haydn		Music Instructor (E)		\$6.25/hr
MUS 255: Piano Composers Of Today MUS 256: Advanced Piano Pedagogy		Music Instructor (E)		\$6.25/hr \$6.25/hr
MUS 256. Advanced Plano Pedagogy MUS 257: Favorite Piano Classics		Music Instructor (E) Music Instructor (E)		
MUS 267: Favorite Plano Classics MUS 260: Basic Guitar		Music Instructor (E)	50% Net 50% Net	\$6.25/hr \$6.25/hr
MUS 266: Improvised Chamber Music		Music Instructor (E)		\$6.25/hr
MUS 27: History Of Jazz		Music Instructor (E)		\$6.25/hr
MUS 28: History Of Rock		Music Instructor (E)		\$6.25/hr
MUS 295: Rehearsal And Performance (Instrumental)		Music Instructor (E)		\$6.25/hr
MUS 297: Rehearsal And Performance (Jazz Studies)		Music Instructor (E)		\$6.25/hr
MUS 31: Baroque Society		Music Instructor (E)		\$6.25/hr
MUS 32: Oratorio Society		Music Instructor (E)		\$6.25/hr
MUS 33: Modern Masterworks: Chorale		Music Instructor (E)	50% Net	\$6.25/hr
MUS 34: Early Music Ensemble		Music Instructor (E)		\$6.25/hr
MUS 35: Contemporary Choir		Music Instructor (E)		\$6.25/hr
MUS 39: Commercial Music Ensemble		Music Instructor (E)		\$6.25/hr
MUS 41: Symphonic Wind Ensemble		Music Instructor (E)	50% Net	\$6.25/hr
MUS 42: Symphonic Orchestra	3/1 - 12/31	Music Instructor (E)	50% Net	\$6.25/hr
MUS 43: String Orchestra	3/1 - 12/31	Music Instructor (E)		\$6.25/hr
MUS 46: Jazz Improvisation	3/1 - 12/31	Music Instructor (E)	50% Net	\$6.25/hr
MUS 47: Saddleback College Big Band		Music Instructor (E)	50% Net	\$6.25/hr
MUS 50: Applied Music: Instrumental		Music Instructor (E)		\$6.25/hr
MUS 51: Applied Music: Keyboard		Music Instructor (E)		\$6.25/hr
MUS 52: Applied Music : Voice		Music Instructor (E)		\$6.25/hr
MUS 54a: Beginning Piano I		Music Instructor (E)		\$6.25/hr
MUS 54b: Beginning Piano Ii		Music Instructor (E)		\$6.25/hr
MUS 55a: Intermediate Piano I		Music Instructor (E)		\$6.25/hr
MUS 55b: Intermediate Piano Ii		Music Instructor (E)		\$6.25/hr
MUS 56: Advanced Piano MUS 59: Piano Poportoiro And Porformance Procedures		Music Instructor (E)		\$6.25/hr
MUS 58: Piano Repertoire And Performance Procedures		Music Instructor (E)		\$6.25/hr
MUS 60: Beginning Classical Guitar		Music Instructor (E)	50% Net	\$6.25/hr
MUS 61: Intermediate Classical Guitar MUS 62: Advanced Classical Guitar		Music Instructor (E)	50% Net	\$6.25/hr
MUS 63: Ensemble Techniques For 21st Century		Music Instructor (E) Music Instructor (E)		\$6.25/hr \$6.25/hr
MUS 64: Piano Ensemble		Music Instructor (E)		\$6.25/hr
MUS 65: Piano Accompanying		Music Instructor (E)		\$6.25/hr
MUS 66: Chamber Music		Music Instructor (E)		\$6.25/hr
MUS 75: String Literature		Music Instructor (E)		\$6.25/hr
MUS 78: Keyboard Literature/ Interpretation - Baroque And Classical		Music Instructor (E)	50% Net	\$6.25/hr
MUS 80: Beginning Voice		Music Instructor (E)	50% Net	\$6.25/hr
MUS 81: Intermediate Voice		Music Instructor (E)		\$6.25/hr
MUS 82: Vocal Repertoire And Performance Procedures		Music Instructor (E)	50% Net	\$6.25/hr
MUS 86: Introduction To Harpsichord Technique And Literature		Music Instructor (E)		\$6.25/hr
MUS 87: Harpsichord Literature And Technique Ii- Late Beginner		Music Instructor (E)	50% Net	\$6.25/hr
MUS 88: Harpsichord Literature And Technique Iii- Early Intermediate		Music Instructor (E)		\$6.25/hr
MUS 89: Harpsichord Literature And Technique Iv- Late Intermediate		Music Instructor (E)		\$6.25/hr
MUS 92: Musicianship I		Music Instructor (E)		\$6.25/hr
MUS 93: Musicianship II		Music Instructor (E)		\$6.25/hr
MUS 96: Introduction To Organ Technique And Literature Class	3/1 - 12/31	Music Instructor (E)	50% Net	\$6.25/hr
MUS 97: Organ Technique And Literature Class Late Beginning	3/1 - 12/31	Music Instructor (E)	50% Net	\$6.25/hr

PROGRAM	ACTIVITY TITLE	DATES	PRESENTER	HONORARIA	FEE
MUS 98:	Organ Technique And Literature Class Intermediate (A), Early	3/1 - 12/31	Music Instructor (E)	50% Net	\$6.25/hr
MUS 99:	Organ Technique And Literature Class Intermediate (B), Late	3/1 - 12/31	Music Instructor (E)	50% Net	\$6.25/hr
ART 10: 0	Ceramics Fundamentals	3/1 - 12/31	Art Instructor (E)	50% Net	\$6.25/hr
ART 11: 0	Ceramics: Wheel I	3/1 - 12/31	Art Instructor (E)	50% Net	\$6.25/hr
ART 12: 0	Ceramics- Wheel II	3/1 - 12/31	Art Instructor (E)	50%Net	\$6.25/hr
ART 13: 0	Ceramics- Wheel III	3/1 - 12/31	Art Instructor (E)	50%Net	\$6.25/hr
ART 140:	: Beginning Graphic Design	3/1 - 12/31	Art Instructor (E)	50%Net	\$6.25/hr
	: Graphic Rendering Techniques		Art Instructor (E)	50%Net	\$6.25/hr
ART 142:	: Package Design		Art Instructor (E)	50%Net	\$6.25/hr
ART 143:	: Art Survival: From Student To Artist	3/1 - 12/31	Art Instructor (E)	50%Net	\$6.25/hr
ART 145:	: Graphic Illustration	3/1 - 12/31	Art Instructor (E)	50%Net	\$6.25/hr
ART 150:	: Architectural Ceramics I	3/1 - 12/31	Art Instructor (E)	50%Net	\$6.25/hr
ART 164:	: Printmaking (Intaglio/Etching and Relief) IV	3/1 - 12/31	Art Instructor (E)	50%Net	\$6.25/hr
	: Metal Casting		Art Instructor (E)	50%Net	\$6.25/hr
	: Ceramics- Handbuilding II		Art Instructor (E)	50%Net	\$6.25/hr
	: Ceramics-Handbuilding III		Art Instructor (E)	50%Net	\$6.25/hr
	: Bench Jeweler I		Art Instructor (E)	50% Net	\$6.25/hr
	: Bench Jeweler II		Art Instructor (E)	50% Net	\$6.25/hr
	: Bench Jeweler III		Art Instructor (E)	50%Net	\$6.25/hr
ART 231:	: Bench Jeweler IV		Art Instructor (E)	50%Net	\$6.25/hr
	: Intermediate Graphic Design		Art Instructor (E)	50%Net	\$6.25/hr
	: Plein Air Landscape Painting		Art Instructor (E)	50%Net	\$6.25/hr
	: Opaque Watercolor		Art Instructor (E)	50%Net	\$6.25/hr
	undamentals Of Art		Art Instructor (E)	50% Net	\$6.25/hr
	2-D Foundations		Art Instructor (E)	50%Net	\$6.25/hr
	Three-Dimensional Design		Art Instructor (E)	50%Net	\$6.25/hr
	Color Theory And Practice		Art Instructor (E)	50%Net	\$6.25/hr
ART 50: I	•		Art Instructor (E)	50% Net	\$6.25/hr
	Painting-II		Art Instructor (E)	50%Net	\$6.25/hr
	Painting-III		Art Instructor (E)	50%Net	\$6.25/hr
	Painting From The Live Model I		Art Instructor (E)	50%Net	\$6.25/hr
	Painting From The Live Model II		Art Instructor (E)	50% Net	\$6.25/hr
	Watercolor I		Art Instructor (E)	50% Net	\$6.25/hr
	Watercolor II		Art Instructor (E)	50%Net	\$6.25/hr
	Watercolor III		Art Instructor (E)	50%Net	\$6.25/hr
	rintmaking (Intaglio/Etching And Relief)		Art Instructor (E)	50% Net	\$6.25/hr
	rintmaking (Intaglio/Etching And Relief) II		Art Instructor (E)	50%Net	\$6.25/hr
	rintmaking (Intaglio/Etching AnD Relief) III		Art Instructor (E)	50%Net	\$6.25/hr
	troduction To Screen Printing		Art Instructor (E)	50%Net	\$6.25/hr
	Fundamentals Of Sculpture		Art Instructor (E)	50% Net	\$6.25/hr
	Additive Sculpture		Art Instructor (E)	50%Net	\$6.25/hr
	Subtractive Sculpture		Art Instructor (E)	50%Net	\$6.25/hr
	Beginning Life Sculpture		Art Instructor (E)	50% Net	\$6.25/hr
	Advanced Life Sculpture		Art Instructor (E)	50%Net	\$6.25/hr
ART 80: I	•		Art Instructor (E)	50%Net	\$6.25/hr
	Drawing II		Art Instructor (E)	50%Net	\$6.25/hr
	Drawing III		Art Instructor (E)	50%Net	\$6.25/hr
	Drawing III Drawing From The Live Model I		Art Instructor (E)	50% Net	\$6.25/hr
	Drawing From A Live Model II		Art Instructor (E)	50% Net	\$6.25/hr
	Drawing From A Live Model III Drawing From A Live Model III		Art Instructor (E)	50%Net	\$6.25/hr
	· ·		` ,		
AK 1 9: C	eramics Fundamentals	3/1 - 12/31	Art Instructor (E)	50%Net	\$6.25/hr

South Orange County Community College District					
IRVINE VALLEY COLLEGE					
COMMUNITY I	EDUCATION	NOT-FOR-CRED	IT PROGRAM - Summer 20.	16	
COURSE TITLE	DATES	INSTRUCTOR	HONORARIA	FEE	
Introduction to Windows	5/30-8/20/16		50% gross	\$20	
Introduction to Photoshop and "Pictures"	5/30-8/20/16		50% gross	\$20	
Introduction to Android/Apple IOS	5/30-8/20/16	Ted Callian	50% gross	\$20	
Facebook 101	5/30-8/20/16	Ted Callian	50% gross	\$20	
Video Games 101	5/30-8/20/16	Ted Callian	50% gross	\$20	
Composite Teardrop Trailer or Paddleboar	5/30-8/20/16	Brett McKim	70% gross	\$200	

ITEM: 5.10 DATE: 3/28/16

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.

Item Submitted By: Dr. Tod A. Burnett and Dr. Glenn R. Roquemore, Presidents

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Торіс	General Fund Honorarium/Travel
3/30/16	Renee Garcia ANTH 1/ Intro to Bio Anthropology	Dr. James Fallon	The Psychopath Brain	\$500 from ASG
3/31/16	Amira Wegenek PSYCH 1, PSYCH 37, PSYCH 2 Intro to Psych, Abnormal Behavior, Research Methods in Psych	Nickolas Jones	What Twitter Reveals About Emotions After School Tragedy	\$300
4/8/16	Rob Henry HUM 204X Modern World Culture: 1700 - Present	Michelle Wulfestieg	We Only Have Today	\$100
4/12/16	Amira Wegenek PSYCH 1, PSYCH 37, PSYCH 2 Intro to Psych, Abnormal Behavior, Research Methods in Psych	Gina Tabrizy	The Link Between Trauma and Addiction	\$300
4/21/16	Amira Wegenek PSYCH 1, PSYCH 37, PSYCH 2 Intro to Psych, Abnormal Behavior, Research Methods in Psych	Emily Urban	Emotional Memories and Health	\$300
5/20/16	Rob Henry HUM 204X Modern World Culture: 1700 - Present	Morteza (Reza) Abedi	American Wings, Iranian Roots	\$100

IRVINE VALLEY COLLEGE

Presentation Date	Faculty Member Course Title/Activity	Speaker Name	Topic	General Fund Honorarium/Travel
4/8/16	Miriam Castroconde Math Department Meeting	Myra Snell	Designing Statistics Pathways	\$3,500 BSI Grant Funds

4/12/16	Distinguished Academic Lecture Series (DALS) Speaker Academic Senate	Nathan DeWall	Factors Related to Self-Control (Self-Regulation)	\$3,000 ASIVC Funds
5/24/16	Anissa Heard-Johnson Commencement	Erwin Chemerinsky, J.D.	Keynote Commencement Speaker	\$500 ASIVC Funds

ITEM: 5.11 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Trustees' Requests for Attending Conferences

ACTION: Approval

BACKGROUND

The Orange County Department of Education requires that all travel/mileage expenses claimed by Trustees for official college business be approved by the Board of Trustees as well as their requests to attend upcoming conferences and meetings.

STATUS

The official trips reported in Exhibit A require Board approval for payment by the County of Orange.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve/ratify the Trustees' requests for attending conference(s) as shown in Exhibit A. The schedule of events is included in Exhibit B.

Item Submitted By: Gary L. Poertner, Chancellor

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
ACCT Leadership Congress 2016 Hilton New Orleans Riverside New Orleans, LA	10/5- 10/8/16 (3*)	\$3,610**		

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



Published on ACC1 (nπp://www.acct.org)

Home > Events > 2016 ACCT Leadership Congress > Schedule of Events

Schedule of Events [1]



Tuesday, October 4

8:00 a.m. – 9:30 a.m. MEETING: ACCT Finance and Audit Committee

8:00 a.m. – 9:30 a.m. MEETING: ACCT Public Policy and Advocacy Committee

8:00 a.m. – 9:30 a.m. MEETING: ACCT Member Communications and Education Committee

9:30 a.m. - 11:00 a.m. MEETING: ACCT Diversity Committee

10:00 a.m. - 11:30 a.m. MEETING: ACCT Governance and Bylaws Committee

11:30 a.m. – 1:00 p.m. OPENING LUNCHEON: Symposium (By Invitation)

1:00 p.m. – 4:30 p.m. Symposium (By Invitation)

5:30 p.m. – 6:30 p.m. RECEPTION: Symposium (By Invitation)

Wednesday, October 5

7:30 a.m. – 5:00 p.m. ACCT REGISTRATION

7:30 a.m. – 5:00 p.m. VOTING DELEGATE DESK

8:00 a.m. – 1:00 p.m. Symposium (By Invitation)

10:30 a.m. – 4:00 p.m. PRE-CONGRESS ACADEMY: THE CHAIR'S ACADEMY: THE LEADERSHIP TEAM OF

THE BOARD

10:30 a.m. – 2:00 p.m. COLLEGE TOURS – Delgado Community College, LA

11:00 a.m. – 4:00 p.m. PRE-CONGRESS ACADEMY: EFFECTIVE BOARD GOVERNANCE: POLICY

GOVERNANCE TO TRADITIONAL MODELS

11:00 a.m. – 4:00 p.m. PRE-CONGRESS ACADEMY: THE BOARD'S GUIDE TO PRESIDENTIAL

CONTRACTS

11:00 a.m. - 4:00 p.m. PRE-CONGRESS ACADEMY: POLICY AND GUIDELINES FOR FISCAL HEALTH & **MANAGEMENT** PRE-CONGRESS ACADEMY: LEGAL ACADEMY: THE ROLE OF THE COMMUNITY 11:00 a.m. - 4:00 p.m. COLLEGE LEGAL REPRESENTATIVE AND EMERGING TRENDS IN HIGHER EDUCATION LAW 11:30 a.m. - 12:00 p.m. CLOSING LUNCHEON: Symposium (By Invitation) 1:15 p.m. - 3:30 p.m. MEETING: ACCT Board of Directors 2:30 P.M. - 4:00 P.M. SPECIAL INTEREST GROUPS - PART ONE 3:00 p.m. - 4:00 p.m. SPECIAL SESSION: Welcome and Information for Guests, Partners, Spouses, Families and Friends 3:00 p.m. - 4:00 p.m. SPECIAL SESSION: Welcome to New Trustees and First-Time Attendees 3:30 p.m. - 4:45 p.m. **ACCT MARKETPLACE** 3:30 p.m. – 5:00 p.m. MEETING: ACCT State, Province and Territory Coordinators Network 5:00 p.m. - 6:30 p.m. **OPENING GENERAL SESSION** Thursday, October 6 7:00 a.m. - 5:00 p.m. **ACCT REGISTRATION** 7:00 a.m. - 5:00 p.m. **VOTING DELEGATE DESK** 8:00 a.m. - 9:00 a.m. MEETING: ACCT Corporate Council Roundtable 8:00 a.m. - 9:00 a.m. **CONCURRENT SESSIONS** 9:15 a.m. - 10:15 a.m. **CONCURRENT SESSIONS** 9:15 a.m. - 11:15 a.m. MEETING: Community College Lawyers Roundtable 10:30 a.m. - 11:30 a.m. **CONCURRENT SESSIONS** 12:00 p.m. - 1:45 p.m. **GENERAL SESSION LUNCHEON** 2:00 p.m. - 3:30 p.m. ACCT REGIONAL CAUCUSES AND MEETINGS 1:45 p.m. – 4:45 p.m. Professional Board/Staff Network (PBSN) Workshop

CONCURRENT SESSIONS

CONCURRENT SESSIONS

MEETING: ACCT Advisory Committee of Presidents

2:00 p.m. - 3:00 p.m.

2:00 p.m. - 3:30 p.m.

3:15 p.m. - 4:15 p. m.

3:15 p.m. – 4:15 p.m.	MEETING: ACCT Chair's Advisory Committee
3:30 p.m. – 5:00 p.m.	MEETING: AACC Presidents Academy Executive Committee
3:30 p.m. – 4:45 p.m.	MEETING: Association of Latino Community College Trustees
4:15 p.m 5:30 p.m.	MEETING: Asian, Pacific Islander, and Native American Trustees
4:30 p.m. – 5:45 p.m.	SPECIAL INTEREST GROUPS - PART TWO
5:30 p.m. – 7:00 p.m.	WELCOME RECEPTION

Friday, October 7

7:30 a.m. – 10:00 a.m.	MEETING: National Council of State Association Chief Executives
8:00 a.m. – 4:00 p.m.	ACCT REGISTRATION
8:00 a.m. – 9:00 a.m.	CONCURRENT SESSIONS
8:30 a.m. – 10:30 a.m.	ACCT SENATE MEETING
9:15 a.m. – 10:15 a.m.	CONCURRENT SESSIONS
9:45 a.m. – 11:00 a.m.	BUSINESS MEETING: Professional Board Staff Network
10:30 a.m. – 11:30 a.m.	CONCURRENT SESSIONS
10:30 a.m. – 11:45 a.m.	MEETING: African American Trustees
12:00 p.m. – 2:00 p.m.	GENERAL SESSION LUNCHEON
2:15 p.m. – 3:00 p.m.	WELCOME SESSION: New ACCT Board Members
2:15 p.m. – 3:15 p.m.	INTERACTIVE ROUNDTABLE DISCSSIONS
2:15 p.m. – 3:15 p.m.	CONCURRENT SESSIONS
3:00 p.m – 4:15 p.m.	MEETING: ACCT Board of Directors
3:30 p.m. – 4:30 p.m.	CONCURRENT SESSIONS
7:00 p.m. – 10:00 p.m.	ACCT MARDI GRAS CELEBRATION

Saturday, October 8

8:00 a.m. – 9:00 a.m.	CONCURRENT SESSIONS
8:30 a.m. – 7:00 p.m. UNIVERSITIES	GOVERNANCE INSTITUTE FOR STUDENT SUCCESS - TRIBAL COLLEGES AND

9:15 a.m. - 10:15 a.m. CONCURRENT SESSIONS

9:00 a.m. – 10:00 a.m. BRIEFING: ACCT Regional Nominating

10:30 a.m. - 12:00 p.m. CLOSING GENERAL SESSION BRUNCH

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Links:

[1] http://www.acct.org/schedule-events-1

ITEM: 5.12 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Agreement for Specialized Legal Services, Walsh &

Associates, APC

ACTION: Approval

BACKGROUND

The District has used the services of the legal firm Walsh & Associates. APC to provide specialized legal services, on an as needed basis, for community college legal matters specifically for personnel related legal issues.

<u>STATUS</u>

The District desires to continue using the specialized legal services of Walsh & Associates, APC through a legal services agreement (EXHIBIT A), The proposed hourly rates are as follows: Dennis J. Walsh \$250.00 per hour; Associate Attorneys \$190.00 per hour, Paralegals \$105.00 per hour. Additional charges may reimbursed as necessary which are incurred on a reasonable basis and supported by an itemized account of such expenditures.

It is recommended that this agreement continue, on an as needed basis, in preparation for use if an issue arises.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the specialized legal services agreement (EXHIBIT A) with Walsh & Associates, APC

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

LEGAL SERVICES AGREEMENT

WALSH & ASSOCIATES, APC AND SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

	THIS AGREEMENT is entered into on the	of, by and between	Walsh
& Associates,	APC hereinafter referred to as "the Firm,"	and South Orange County Comr	nunity
College Distri	ct, referred to hereinafter as "the District" re-	espectively.	

WHEREAS, the District wishes to assure itself of the Firm's specialized legal advice and services in the field of labor relations; and

WHEREAS, the Firm is prepared to enter into a Legal Services Agreement pursuant to the provisions of the Education Code Section and is prepared to give the District assurances they desire;

NOW, THEREFORE, in consideration of the premises and mutual agreements, and subject to the conditions as hereinafter set forth, the parties hereto agree as follows:

1. From and after the date of this Agreement, the District agrees to retain the Firm, and the Firm agrees to discharge faithfully, diligently and to the best of its ability during the term hereof such specialized legal services relating to labor relations matters as may be requested from time to time, including general advice and counseling, representation in Educational Employment Relations District matters, collective bargaining negotiations with various employee organizations, and representation in impasse procedures and grievance procedures.

In addition, the District agrees that the Firm may be requested to render legal services with respect to matters other than those described above, and that in the event the Firm agrees to render such legal services, the District shall compensate the Firm as provided in Paragraph 3 below.

- 2. The term of this Agreement shall commence on the date set forth above and shall continue for one year, and thereafter shall continue from year to year unless cancelled by either party hereto upon one week's notice.
- 3. As compensation in consideration for the performance of the foregoing services, the District agrees to pay to the Firm, and the Firm agrees to accept from the District, compensation at the follow rates: Dennis J. Walsh \$250.00 per hour; Associate Attorneys \$190.00 per hour, Paralegals \$105.00 per hour. In addition, the Firm shall be reimbursed for reasonable and necessary expenses and disbursements as follows: computerized legal research charges such as Westlaw, which are billed at cost; photocopy charges, which are billed at \$.25 per copy or cost if performed outside; fax charges, which are billed at \$1.00 per page; outside messenger charges, which are billed at cost when necessary; postage/Federal Express, which is billed at cost; retention of expert witnesses and court reporting services, which are billed at cost; and travel expenses, which are billed at \$.54 per mile for mileage and cost for all other travel expenses and any other expenses directly incurred on a reasonable basis which are related to and customary in fulfilling the duties of this position. The District will reimburse the Firm for all such expenses and disbursements upon the presentation by the Firm of an itemized account of such expenditures.
- 4. It is understood that payment will be made for all time reasonably expended by attorneys and paralegals in the Firm, including familiarization, orientation and consultation time with the District and its officials and staff; research and planning; travel in the city, or out of town when specifically authorized; conferences with employee groups or individuals representing them and with other public or private individuals or groups whose assistance, aid, or advice may be beneficial in fulfilling the Firm's duties to the District; reviewing proposals, correspondence, legal documents and other materials prepared on behalf of the District and its agents and staff; and

performing such other duties and functions as are normal and customary in the personnel and industrial relations field in handling such matters.

- 5. The Firm reserves the right to serve other clients with interests adverse to the District, providing such services do not conflict with the specific services agreed to be performed herein.
- 6. This Agreement may be modified only by a written agreement duly executed by each of the parties hereto.

	IN WITNESS WHEREOF, the parties hereto have signed this Agreement this
day of	.
	SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
	By: Debra L. Fitzsimons, Vice Chancellor of Business Services
	WALSH & ASSOCIATES, APC
	By:

Dennis J. Walsh, Esq.

ITEM: 5.13 DATE: 3/28/2016

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No. 16-06 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

Adult Education Block Grant at Irvine Valley College	\$869,190
EEU Deputy Sector Navigator at Irvine Valley College	\$100,000
Work-based Learning Linkages at Irvine Valley College	\$140,000
Board Financial Assistance Program (BFAP) at Irvine Valley College	\$24,184
Extended Opportunity Programs & Services (EOPS) at Irvine Valley College	(\$49,685)
Teacher Preparation Pipeline at Saddleback College	\$240,000
Full-time Student Success Grant (FTSSG) at Irvine Valley College	\$4,500
Veterans IT Pipeline Pilot at Saddleback College	(\$981)
Total Increase to the General Fund	\$1,327,208

Total Budget Amendment \$1,327,208

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 16-06 to amend the FY 2015-2016 Adopted Budget as indicated in EXHIBIT A.

GENERAL FUND

RESOLUTION 16-06

March 28, 2016

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$1,327,208 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>	Income Source	<u>Amount</u>
8100	Federal Revenue	(\$981)
8600	State Revenue	\$1,328,189
	_	\$1,327,208
Account	Even diture Description	Amount
<u>Account</u>	Expenditure Description	Amount
1000	Academic Salaries	\$137,213
2000	Classified Salaries	\$99,595
3000	Fringe Benefits	\$34,652
4000	Books and Supplies	\$19,795
5000	Other Operating Expenses and Services	\$1,076,954
6000	Capital Outlay	\$4,184
7000	Other Outgoing	(\$45,185)
		\$1,327,208
	Total Budget Amendment	\$1,327,208

BUDGET AMENDMENT FY 2015-2016 GENERAL FUND RESOLUTION 16-06 March 28, 2016

STATE OF CALIFORNIA)	
COUNTY OF ORANGE)	
I, Gary L. Poertner, Secretary to the	ne Board of Trustees of South Orange County
	county, California, hereby certify that the Budget the amount of \$1,327,208 duly and regularly neeting thereof held on March 28, 2016.
IN WITNESS WHEREOF, I have h	nereunto set my hand and seal this 29th day of
March 2016.	
	Gary L. Poertner
	Secretary to the Board of Trustees

ITEM: 5.14 DATE: 3/28/16

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 February 29, 2016 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.

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

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period ended February 29, 2016

General Fund			
<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$38,172
2000	Classified Salaries		\$194,086
3000	Fringe Benefits		\$18,040
4000	Books and Supplies	\$17,114	
5000	Other Operating Expenses & Services	\$332,201	
6000	Capital Outlay		\$95,965
7000	Other Outgo		\$3,052
Total Trans	fers - General Fund	\$349,315	\$349,315
Total Transfers		\$349,315	\$349,315

ITEM: 5.15 DATE: 3/28/16

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 \$1,737,065.14 and an additional 383 purchase orders below \$5,000 amounting to \$258,184.01 for a combined total of \$1,995,249.15 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 1,593 checks in the amount of \$13,107,002.11 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.

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



South Orange County Community College District

EXHIBIT A Page 1 of 1

Purchase Order Ratification (Supplier)

February 4, 2016 through March 8, 2016

РО			
Number	Supplier	<u>Description</u>	Amount
P173230	Allseating Corporation	Furniture for SC Sciences Building	34,165.54
P173230	Allsteel, Inc.	BSTIC115 Computer Desk Extensions	5,399.78
P173134	Apple Computer, Inc.	iPads Pro and Software for Art Studio	14,986.80
P173033	Apple Computer, Inc. Apple Computer, Inc.	iMacs for Technology Services	9,483.12
P173004	AVID Center	AVID Membership	5,400.00
P173004	Broadcast Music, Inc.	BMI Music License Fees	8,409.87
P173293	CCS Presentation Systems, Inc.	15 Hitachi Projectors	50,860.20
P173350	CCS Presentation Systems, Inc.	Crestron Systems	
P173383	CDW Government, Inc.	Computers/Monitors for Desktop Refresh	12,041.91 74,959.60
P173422	CDW Government, Inc.	UPS for ATEP	14,953.66
P173422	Center for Sustainable Energy	Self-Generation Incentive Program SC	15,720.00
P173351	Computer Protection Technology	Replacement Battery Modules for UPS	7,460.95
P173232	DIRTT Wall c/o Systems Source	Furniture for SC Sciences Building	48,483.36
P173254	Division of the State Architect	Plan Check Fees	110,250.00
P173290	Division of the State Architect	Plan Check Fees for ATEP Utilities Infrastructure	33,250.00
P173290	Eplus Technology, Inc.	Cisco Switches for Science Building	205,568.95
P173325	Eplus Technology, Inc.	Equipment for Wireless Expansion Project	33,211.08
P173465	Eplus Technology, Inc.	Smart UPS for SC Sciences Building	7,594.32
P173282	Fisher Scientific	Equipment for Biotechnology Program	6,102.86
P173263	Fisher Scientific	Biotechnology Supplies	5,567.42
P173299	Fuller Truck Accessories Bruce E. Mihelich, LLC	Plumbing Maintenance Van Equipment Package	7,927.75
P173124	Fuller Truck Accessories Bruce E. Mihelich, LLC	HVAC Maintenance Van Equipment Package	7,122.57
P173226	G/M Business Interiors	Furniture for SC Sciences Building	60,139.49
P173112	GST	Furniture for SC Sciences Building	71,861.04
P173115	GST	Document Cameras for SC Sciences Building	16,031.29
P173458	Guitar Center	Pre-amp, Mixer, Drum Machine, Speakers	7,884.64
P173367	Hawk Ridge Systems LLC	ProJet 460Plus Printing System	58,468.80
P173251	Hoppers Office & Drafting Furniture	Straightedges for Architecture Drafting Tables	11,787.50
P173339	HP Inc.	Computers for SC Sciences Building	37,703.96
P173460	Interstate Electric Co., Inc.	Perkins Sublimation Printer and Support Equipment	10,065.35
P173134	Laguna Woods Village Potters	Students Art Supplies	5,148.36
P173231	Marathon Modular	Furniture for SC Sciences Building	5,977.52
P173227	National Office Furniture	Furniture for SC Sciences Builiding	28,670.64
P173228	National Office Furniture, Inc.	Furniture for SC Sciences Building	206,591.75
P173283	Nuventive, LLC	TracDat District-Wide Subscription Renewal	13,797.00
P173408	One Source Industries Promotions	Job Fair - Promotional Items	6,171.40
P173337	Paton Group	EMCO CNC Turning Center	17,588.80
P173356	Pitney Bowes Reserve Account	District-Wide Postage	30,000.00
P173432	Postmaster	2016 Summer Gaucho Guide Postage	22,618.40
P173427	Postmaster	Postage for 2016 Summer Schedule of Classes	5,563.00
P173300	Questyme USA	UPS Replacements for Saddleback IDFs	36,092.42
P173358	Raceway Ford	Truck for Fashion Mobile Pop-Up Shop/Lab	29,548.91
P173317	Red Digital Camera Company	RED Digital Cinema Cameras for Cinema	22,680.00
P173212	Rethink Robotics, Inc.	Robotic Equipment for Multi-Disciplinary Classroom	34,020.00
P173229	Safco c/o Systems Source	Furniture for SC Sciences Builiding	27,697.08
P173448	Shoot-A-Way Inc.	IVC Basketball Shooter.	6,642.00
P173359	Skulls Unlimited International, Inc.	Skeletons and Bones for Anatomy Laboratory	12,836.80
P173433	Southwest Offset Printing Company	Printing and Delivery of Summer Class schedule.	5,755.00
P173120	Switch Vehicles, Inc.	Equipment for Stem and Electric Car Grant	46,983.23
P173051	W. W. Grainger	Parking Blocks for Asphalt	14,901.84
P173440	Xerox Corporation	Printers for Student Print System IVC & SC	135,616.68
P173213	youBot Store GmbH	Robotic Equipment for Multi-Disciplinary Classroom	29,302.50

Total for Purchase Orders Over \$5,000 1,737,065.14

383 Purchase Orders Under \$5,000 258,184.01



South Orange County Community College District

EXHIBIT B Page 1 of 1

Purchase Order Ratification (Amount)

February 4, 2016 through March 8, 2016

РО			
Number	Supplier	Description	Amount
P173228	National Office Furniture, Inc.	Furniture for SC Sciences Building	206,591.75
P173220	Eplus Technology, Inc.	Cisco Switches for Science Building	205,568.95
P173440	Xerox Corporation	Printers for Student Print System IVC & SC	135,616.68
P173440	Division of the State Architect	Plan Check Fees	110,250.00
P173234	CDW Government, Inc.	Computers/Monitors for Desktop Refresh	74,959.60
P173112	GST	Furniture for SC Sciences Building	71,861.04
P173226	G/M Business Interiors	Furniture for SC Sciences Building	60,139.49
P173220	Hawk Ridge Systems LLC	ProJet 460Plus Printing System	58,468.80
P173345	CCS Presentation Systems, Inc.	15 Hitachi Projectors	50,860.20
P173232	DIRTT Wall c/o Systems Source	Furniture for SC Sciences Building	48,483.36
P173120	Switch Vehicles, Inc.	Equipment for Stem and Electric Car Grant	46,983.23
P173339	HP Inc.	Computers for SC Sciences Building	37,703.96
P173300	Questyme USA	UPS Replacements for Saddleback IDFs	36,092.42
P173230	Allseating Corporation	Furniture for SC Sciences Building	34,165.54
P173212	Rethink Robotics, Inc.	Robotic Equipment for Multi-Disciplinary Classroom	34,020.00
P173290	Division of the State Architect	Plan Check Fees for ATEP Utilities Infrastructure	33,250.00
P173325	Eplus Technology, Inc.	Equipment for Wireless Expansion Project	33,211.08
P173356	Pitney Bowes Reserve Account	District-Wide Postage	30,000.00
P173358	Raceway Ford	Truck for Fashion Mobile Pop-Up Shop/Lab	29,548.91
P173213	youBot Store GmbH	Robotic Equipment for Multi-Disciplinary Classroom	29,302.50
P173227	National Office Furniture	Furniture for SC Sciences Building	28,670.64
P173229	Safco c/o Systems Source	Furniture for SC Sciences Building	27,697.08
P173317	Red Digital Camera Company	RED Digital Cinema Cameras for Cinema	22,680.00
P173432	Postmaster	2016 Summer Gaucho Guide Postage	22,618.40
P173337	Paton Group	EMCO CNC Turning Center	17,588.80
P173115	GST	Document Cameras for SC Sciences Building	16,031.29
P173439	Center for Sustainable Energy	Self-Generation Incentive Program SC	15,720.00
P173128	Apple Computer, Inc.	iPads Pro and Software for Art Studio	14,986.80
P173422	CDW Government, Inc.	UPS for ATEP	14,953.66
P173051	W. W. Grainger	Parking Blocks for Asphalt	14,901.84
P173283	Nuventive, LLC	TracDat District-Wide Subscription Renewal	13,797.00
P173359	Skulls Unlimited International, Inc.	Skeletons and Bones for Anatomy Laboratory	12,836.80
P173350	CCS Presentation Systems, Inc.	Crestron Systems	12,041.91
P173251	Hoppers Office & Drafting Furniture	Straightedges for Architecture Drafting Tables	11,787.50
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P173299	Fuller Truck Accessories Bruce E. Mihelich, LLC	Plumbing Maintenance Van Equipment Package	7,927.75
P173458	Guitar Center	Pre-amp, Mixer, Drum Machine, Speakers	7,884.64
P173465	Eplus Technology, Inc.	Smart UPS for SC Sciences Building	7,594.32
P173351	Computer Protection Technology	Replacement Battery Modules for UPS	7,460.95
P173124	Fuller Truck Accessories Bruce E. Mihelich, LLC	HVAC Maintenance Van Equipment Package	7,122.57
P173448	Shoot-A-Way Inc.	IVC Basketball Shooter.	6,642.00
P173408	One Source Industries Promotions	Job Fair - Promotional Items	6,171.40
P173282	Fisher Scientific	Equipment for Biotechnology Program	6,102.86
P173231	Marathon Modular	Furniture for SC Sciences Building	5,977.52
P173433	Southwest Offset Printing Company	Printing and Delivery of Summer Class schedule.	5,755.00
P173263	Fisher Scientific	Biotechnology Supplies	5,567.42
P173427	Postmaster	Postage for 2016 Summer Schedule of Classes	5,563.00
P173004	AVID Center	AVID Membership	5,400.00
P173194	Allsteel, Inc.	BSTIC115 Computer Desk Extensions	5,399.78
P173134	Laguna Woods Village Potters	Students Art Supplies	5,148.36

Total for Purchase Orders Over \$5,000 1,737,065.14

383 Purchase Orders Under \$5,000 258,184.01



South Orange County Community College District

EXHIBIT C Page 1 of 1

Check Ratification

February 4 through March 8, 2016

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,355	8,753,858.99
07 IVC Community Education	3	4,246.35
09 SC Community Education	33	123,161.34
12 Child Development	14	107,427.82
40 Capital Outlay	119	3,650,602.59
68 Self Insurance	3	33,551.64
71 Retiree Benefit	4	366,217.67
95 SC Associated Student Government	26	19,277.45
96 IVC Associated Student Government	36	48,658.26
Total Checks	1,593	\$13,107,002.11

ITEM: 5.16 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: February 2016 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. The following change orders/amendments were reviewed and approved by the Vice Chancellor of Business Services or designee, following review by legal counsel, when appropriate.

Exhibit	Contractor Name / Description	Change Order Amount	Revised Total Contract Amount
A	Watry Design, Inc. SOCCCD – District-wide Parking Study Consultant Services Amendment No. 1 – For additional traffic analysis consultant services. SOCCCD	\$53,195.00	\$154,445.00
В	Penn Corporate Relocation Services Saddleback College ATAS Renovation Project Amendment No. 2 – For increased relocation services. SOCCCD	\$25,000.00	\$110,700.00
С	R2A Architecture Saddleback College TAS Swing Space Project Amendment No. 11 – For increased scope of services. SOCCCD	\$8,500.00	\$831,968.00
D	Bernards Saddleback College TAS Swing Space Project Amendment No. 1 – For extension of construction management services through April 24, 2016. SOCCCD	\$0.00	\$312,100.00

Page 2 of 2

			1 450 = 01
Е	Blue Coast Consulting Saddleback College TAS Swing Space	\$0.00	\$157,145.00
	Project		
	Amendment No. 2 – For an extension of		
	DSA inspection services through April 30,		
	2016.		
	SOCCCD		
F	McCarthy Building Companies, Inc. Saddleback College ATAS Renovation	\$0.00	\$116,340.00
	Project		
	Amendment No. 1 – For an extension of		
	supplemental preconstruction and bid		
	services through September 28, 2016.		
	SOCCCD		
G	Merit/Andrew	\$0.00	\$125,000.00
	Saddleback College CAI Video Production Services		
	Amendment No. 2 – For an extension of		
	CAI video production services through		
	May 31, 2016.		
	SOCCCD		

AMENDMENT No. 1 TO DISTRICT-WIDE PARKING STUDY CONSULTANT SERVICES AGREEMENT SOCCCD DISTRICT-WIDE PARKING STUDY

February 10, 2016

THIS AMENDMENT shall modify the original agreement dated November 16, 2015, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Watry Design, Inc., 17310 Red Hill Avenue, Suite 285, Irvine, CA 92614, hereinafter referred to as "CONSULTANT".

WHEREAS, Article 3, paragraph 2 of the original agreement provides that the terms, rates, and provisions of said agreement may be amended by mutual consent of both parties; and

WHEREAS, Article 6, paragraph 1, establishes the compensation of the agreement at \$97,750 with reimbursable expenses of \$3,500; and

WHEREAS, the need for additional services is required for analysis of college traffic patterns to complete the District-Wide Parking Study; and

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

Provide additional traffic analysis consultant services for an additional, not to exceed amount, of \$53,195.

Original Contract Amount: \$ 101,250 Amendment No. 1:

53,195 **Total Contract Amount:** \$ 154,445

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

"CONSULTANT" "DISTRICT" South Orange County Community College District Watry Design, Inc.

Dr. Debra L. Fitzsimons

Vice Chancellor, Business Services

Associate Principal

Date: 2/10/2016

Michael Pendergrass

AMENDMENT NO. 2 TO RELOCATION SERVICES AGREEMENT FOR ATAS RENOVATION PROJECT SADDLEBACK COLLEGE

March 28, 2016

THIS AMENDMENT shall modify the original agreement dated November 18, 2015 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and Penn Corporate Relocation Services, 1515 W. Marble St. Anaheim, Ca. 92802, hereinafter referred to as "CONSULTANT."

WHEREAS, Section 11 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Section 3 establishes the sum of the agreement at \$85,700

WHEREAS, the need for relocation services has increased to include securing relocated cabinets to walls, provide assistance with storage requirements for the ATAS Renovation project by \$25,000; and

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

PROVIDE SUPPLEMENTAL RELOCATION SERVICES for an additional sum of \$25,000,

Original Contract Amount

Amendment No. 1

Amendment No. 2

Total Contract Amount:

\$ 85,700

\$ 0

\$ 25,000

\$110,700

IN WITNESS HEREOF, the Parties have executed this Amendment No.2 as of the date set forth above.

"DISTRICT" South Orange County Community College District	"CONSULTANT" Penn Corporate Relocation Services.	
By: Dr. Debra Fitzsimons Vice Chancellor Business Services	By: Ron Larrieu President	
Date:	Date:	

AMENDMENT No. 11 TO ARCHITECTURAL SERVICES AGREEMENT FOR

TECHNOLOGY & APPLIED SCIENCES BUILDING SWING SPACE PROJECT SADDLEBACK COLLEGE

March 04, 2016

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 \$8,500 for additional architectural/engineering services to address incorrect survey information and the need for parking lot modification as a result; 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		\$ 60,000.00
Amendment No. 11		\$ 8,500.00
	Revised Contract Amount:	\$ 831,968.00

forth above.		
"DISTRICT"	"CONSULTANT"	
South Orange County Community College District	R2A Architecture	
D.	By:	
By:	·	
Dr. Debra L. Fitzsimons Vice Chancellor, Business Services	Etienne Runge	

AMENDMENT NO. 1 TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT FOR TECHNOLOGY AND APPLIED SCIENCE SWING SPACE PROJECT

TECHNOLOGY AND APPLIED SCIENCE SWING SPACE PROJECT SADDLEBACK COLLEGE

March 04, 2016

THIS AMENDMENT shall modify the original agreement dated February 24, 2015 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and Bernards, 2569 McCabe Way, Irvine, CA, 92692, 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 services at 12 months ending at February 24, 2016; and

WHEREAS, the term of services has increased on the TAS Swing Space project by two months to finalize work on a requested change by the college during spring break; and

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

PROVIDE SUPPLEMENTAL CONSTRUCTION MANAGEMENT SERVICES for an additional two months for a contract term of services for 14 months ending April 24, 2016.

Original Contract Amount

Amendment No. 2

Total Contract Amount:

\$312,100

\$0

\$312,100

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" Bernards	
By:	By:	
Dr. Debra Fitzsimons	Rick Fochtman	
Vice Chancellor, Business Services	Vice President	
Date:	Date:	

AMENDMENT NO. 2 TO DSA INSPECTION SERVICES AGREEMENT FOR

TECHNOLOGY AND APPLIED SCIENCE SWING SPACE PROJECT SADDLEBACK COLLEGE

February 29, 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, Amendment No. 1 modified the contract term for one additional month ending February 28, 2016; and

WHEREAS, the duration of services has increased on the TAS Swing Space project by two months to finalize work on a requested change by the college during spring break; and

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

PROVIDE SUPPLEMENTAL DSA INSPECTION SERVICES for an additional two months for a contract term of 14 months ending April 30, 2016.

	Total Contract Amount:	\$157,145
Amendment No. 2		<u>\$ 0</u>
Amendment No. 1		\$ 12,000
Original Contract Amount		\$145,145

IN WITNESS HEREOF, the Parties have executed this Amendment No. 2 as of the date set forth above.

"DISTRICT"	"CONSULTANT"
South Orange County Community College District	Blue Coast Consulting.
By:	By:
Brandy K. D'Lena	Jason Maletic
Executive Director, Facilities	President
Date:	Date:

AMENDMENT NO. 1 TO PRECOSTRUCTION SERVICES AGREEMENT FOR

ADVANCED TECHNOLOGY AND APPLIED SCIENCE (ATAS) RENOVATION PROJECT SADDLEBACK COLLEGE

March 04, 2016

THIS AMENDMENT shall modify the original agreement dated September 28, 2015 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and McCarthy Building Companies, Inc., 20401 SW Birch St., Newport Beach, California, 92660, hereinafter referred to as "CONSULTANT."

WHEREAS, Article 3, paragraph 2 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article 4, paragraph 2 establishes the term of services of the agreement at 6 months; and

WHEREAS, Article 6, paragraph 1 establishes the compensation of the agreement at \$116,340; and

WHEREAS, the consultant's work has extended beyond the estimated term of service; and

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

PROVIDE SUPPLEMENTAL PRECONSTRUCTION AND BID SERVICES FOR AN ADDITIONAL 6 MONTHS, THROUGH SEPTEMBER 28, 2016

Original Contract Amount \$116,340

Amendment No. 2 \$ 0

Total Contract Amount: \$116,340

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" McCarthy Building Companies, Inc.
By:	By:_
Dr. Debra Fitzsimons	John McRitchie
Vice Chancellor, Business Services	Senior Vice President
Date:	Date:

AMENDMENT No. 1 TO THE CAI VIDEO PRODUCTION SERVICES AGREEMENT AT SADDLEBACK COLLEGE February 22, 2016

THIS AMENDMENT shall modify the original agreement dated September 29, 2015, by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Merit/Andrew, 19762 MacArthur Blvd. Suite 150, Irvine, CA 92612, hereinafter referred to as "CONTRACTOR."

WHEREAS, Article 4 of the original agreement provides that the term of the agreement is for three months; and

WHEREAS, Article 11.16 of the original agreement provides for modification only by agreement in writing signed by both the DISTRICT and the CONTRACTOR; and

WHEREAS, SADDLEBACK COLLEGE has requested that the DISTRICT extend the Agreement for five additional months for a new completion date of May 31, 2016; and

NOW, THEREFORE, the parties agree as follows:

PROVIDE SUPPLEMENTAL CAI VIDEO PRODUCTION SERVICES

1. TERM.

The term of the agreement is hereby extended from December 30, 2015 to May 31, 2016, under the same terms and conditions of the original agreement.

Original Contract Amount: \$125,000 Amendment No. 1 \$\frac{0}{125,000}\$

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

"DISTRICT" South Orange County Community College District	"CONTRACTOR" Merit/Andrew	
By: Dr. Debra L. Fitzsimons Vice Chancellor, Business Services	By: Curt Fleming Partner/CEO	
Date:	Date:	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 5.17 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: February 2016 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 \$87,800 for equipment, supplies and maintenance projects. During February 2016, 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

Dougherty + Dougherty Architects	\$97,800.00
Architectural Services Agreement- For KSBR station relocation	
services, which includes architectural design, broadcast technology,	
electrical engineering and cost estimating services.	
Saddleback College	
Dunkel Bros Machinery Moving, Inc.	\$92,549.00
Amendment No. 1- To provide additional funding of \$25,000 for	
additional calibration equipment for the ATAS renovation project for a	
new contract total of \$92,549.	
Saddleback College	
<u>dataBridge</u>	\$77,750.00
Independent Contractor Agreement- For initial design, development	
and implementation of the SharePoint Server 2013 intranet.	
District Services	
Robert Pacheco	\$55,000.00
Independent Contractor Agreement- For external evaluator services	
for the Federal Title AANAPISI Grant for five (5) consecutive years.	
Irvine Valley College	
<u>Jackstin</u>	\$26,270.00
Independent Contractor Agreement- For providing management and	
maintenance services for the Career Café website.	
Irvine Valley College	

Irvine Unified School District	\$25,008.19
Amendment No. 1- To provide additional funding of \$9,711.50 for the	
Adult Education Consortium Plan due to an availability of the project	
funds for a new contract total of \$25,008.19.	
District Services	
Blue Tiger Inc. Higher Education Consulting	\$20,000.00
Independent Contractor Agreement- To custom design a compliance	
and program evaluation package for the Adult Education Block Grant,	
South Orange County Regional Consortium and North County	
Partners.	
Irvine Valley College	
KCINOC Partners, LLC dba Drama Kids International	\$19,200.00
Educational Services Agreement- To offer drama classes and	
instruction for kids in participation of the College for Kids.	
Saddleback College	
<u>Metalogix</u>	\$17,527.10
Software Maintenance Agreement- For software purchase that	
provides management tools in SharePoint, Office 365 migration and	
email archiving.	
District IT	
Sheraton San Jose	\$17,000.00
Facility Use Agreement- For catering and accommodations for a	
Common Assessment Initiative grant regional meeting in San Jose,	
CA, April 15, 2016	
Altonov	¢46 902 50
Alteryx Software License Agreement- For analytics tool software in support of	\$16,893.50
the predictive analytics project.	
District Services	
CBS Local Media	\$15,000.00
Advertising Agreement- For mobile and email advertising to promote	φ15,000.00
summer semester enrollment.	
Irvine Valley College	
·	\$14,000.00
Franklin Covey Client Sales, Inc. Professional Services Agreement, For providing workshop session	φ14,000.00
Professional Services Agreement- For providing workshop session	
for professional development day. District Services	
	\$14,000.00
P2S Engineering, Inc.	φ1 4 ,000.00
Engineering Services Agreement- For roadway and walkway lighting conversion services.	
Saddleback College	
Saudiepack College	

Time Warner Cable Media Advertising Agreement- For cable commercial advertising to promote	\$14,000.00
summer semester enrollment.	
Irvine Valley College	
Outfront media	\$13,126.60
Advertising Agreement- For four (4) week period bus advertising to promote summer semester enrollment.	
Irvine Valley College	
Systems Maintenance Services	\$12,984.00
Maintenance Services Agreement- To renew server maintenance	* ,
services for the Technology Services Department.	
Irvine Valley College	
Infobase Learning	\$12,496.10
Subscription Agreement- For Infobase Learning's "Films on Demand"	Ψ12, 100.10
subscription, a database and video streaming for classroom	
instruction during the term 3/31/2016 - 3/30/2017.	
Saddleback College	
Haitbrink Asphalt Paving Inc.	\$11,660.00
Services Agreement- For removing and replacing grass in the back of	, , , , , , , , , , , , , , , , , , , ,
Administration and Governance building.	
Saddleback College	
Age Well Senior Services	\$10,000.00
Independent Contractor Agreement- For South County Senior	
Summit Title sponsorship for Emeritus Institute.	
Saddleback College	
Ecological Fertifation	\$9,750.00
Amendment No. 2- To provide additional funding of \$4,500 for FY	
2015-2016 fertilizer services for a new contract total of \$9,750.	
Saddleback College	
Mike Brown Grandstrands	\$9,000.00
Rental Services Agreement- For temporary rental of bleachers at the	
baseball field FY 2015-2016.	
Saddleback College	
Jack Hollywood	\$8,750.00
Independent Contractor Agreement- For web design and	
programming services for a CA Career Café website.	
Irvine Valley College	
Sheila Dufresne	\$8,000.00
Independent Contractor Agreement- For vendor to update and revise	
social media for CA Career Briefs website from 2/1/2016 through	
6/30/2016.	
Irvine Valley College	

CollegeSource	\$8,051.00
Software License Agreement- To renew subscription for Transfer	
Evaluation System used by the Counseling Department.	
Irvine Valley College	
Denise Johnson Reed Catering Co.	\$7,500.00
Independent Contractor Agreement- For catering services for Black	
History Month Event.	
Irvine Valley College	
Jean Marie Christian	\$7,000.00
Amendment No. 1- To provide additional funding of \$3,640 for	
additional community education art classes for a new contract total of	
\$7,000.	
Saddleback College	
LogMein	\$6,045.00
Software License Agreement- For software renewal that allows the	ψο,ο 10.00
Technology Services Help Desk to assist with computer issues	
remotely during the term 4/19/2016-4/20/2017.	
,	
Saddleback College	# 0.000.00
Wyndham Irvine-Orange County Airport	\$6,000.00
Facility Use Agreement- For banquet and lodging for the Common	
Assessment Initiative Professional Development Work Group Meeting	
on April 1, 2016.	
Saddleback College	
R2A Architecture	\$5,900.00
Amendment No. 1- To provide additional funding of \$1,000 for	
additional design services for floor and ceiling schematics for a new	
contract total of \$5,900.	
Saddleback College	
Tomark Sports	\$5,509.80
Amendment No. 1- To provide additional funding of \$426.60 under	
the same terms and conditions of the original agreement for a new	
contract total of \$5,509.80 due to the rate change.	
Irvine Valley College	
Accudemia	\$5,199.01
Software Service Agreement- For an appointment tracking system to	ψο, 100.01
be used for scheduling tutor appointments at the Student Success	
Center.	
Irvine Valley College	
· •	ΦΕ 000 00
Community College Search Services	\$5,000.00
Independent Contractor Agreement- For providing professional	
comprehensive and preliminary reference reports for human	
resources as needed.	
District Services	

County and Manniatt	T	ФЕ 000 00
Courtyard Marriott	040 W 01 1	\$5,000.00
Facility Use Agreement- For hosting FY 2015-2	1016 Workday Student	
BPA Sessions.		
	District Services	
Jennifer Wijnker		\$5,000.00
Independent Contractor Agreement- For assista	ant services, providing	
support to CA Career Café project director on d		
and organizational duties as assigned from 2/1/	•	
6/30/2016.	2010 till 64g11	
0/30/2010.	Grant	
F ::: 0	Giani	# 4 000 00
Facili-Serv		\$4,900.00
Independent Contractor Agreement- For mainte	enance services of the	
gym bleachers.		
	Saddleback College	
Joseph Kibbe & Associates		\$4,875.00
Independent Contractor Agreement- For provid	ing DACUM analytics.	
a curriculum development to assure that the co	•	
relevant to what is required on the job, to help p	•	
securing employment after certificate completion	•	
Securing employment after certificate completio		
	Saddleback College	* * * * * * * * * *
Haitbrink Asphalt Paving Inc.		\$4,800.00
Services Agreement- For striping of designated	gravel parking lots on	
campus.		
	Irvine Valley College	
Avalon Tent & Party		\$4,674.95
Independent Contractor Agreement- For provid	ing stage set up,	
stanchions and table cloths for the Commencer	_	
5/24/2016.	,	
3,2 1,23 131	Saddleback College	
Haithrink Asphalt Paving	Oddaleback College	\$4,650.00
Haitbrink Asphalt Paving	o+ <i>E</i>	φ4,030.00
Services Agreement- For restriping of parking lo		
	Saddleback College	
Judge Netting Barrier		\$4,600.00
Services Agreement- For repair of hammer thro	w frame and netting.	
g	Saddleback College	
	Saddiobaok Sollogo	
Hikari Taiko Drummers Association of America		\$4,500.00
Independent Contractor Agreement- For drumn	ners' musical	
performance on February18, 2016.		
_	Irvine Valley College	
	, 3 -	

MicroVention Inc.	\$4,200.00
Education Services Agreement- To provide technician training to	
MicroVention Inc. employees.	
Irvine Valley College	
WhatsUp Gold	\$4,064.70
Software License Agreement- For monitoring of the performance,	
availability of networks, applications, servers and devices from a	
single dashboard from 2/18/2016 through 2/17/2017.	
Saddleback College	
Flag Systems, Inc.	\$3,900.00
Independent Contractor Agreement- Sound equipment and technician	
services during the commencement rehearsal and ceremony on	
5/23/2016 and 5/24/2016.	
Saddleback College	
CDW-G	\$3,500.00
Software License Agreement- Renewal of the Symantec Ghost	
license, an operating system tool used by the Technology Services	
Department.	
Irvine Valley College	
Oak Creek Golf Club	\$3,240.00
Facility Use Agreement- For golf team banquet at the Oak Creek Golf	
Club.	
Irvine Valley College	
United Power & Battery	\$3,180.00
Services Agreement- To renew maintenance coverage of the battery	
backup's critical systems.	
Irvine Valley College	
Haitbrink Asphalt Paving Inc.	\$3,150.00
Services Agreement- For campus wide hazard repair services.	
Irvine Valley College	
The Falcrum Guy, LLC	\$3,000.00
Maintenance & Services Agreement- For providing maintenance,	ψο,σοσ.σο
repair and reconditioning services to aquatic diving board fulcrums	
from 11/30/15 through 6/30/2016.	
Saddleback College	
TeleMate. Net Software	\$2,796.00
Software Support Agreement- For call center management software	Ψ=,,, σσ.σσ
used for monitoring, generating accounting and usage reports of	
computer and telephone network communications.	
District Services	
Haitbrink Asphalt Paving Inc.	\$2,750.00
Services Agreement- For planter island removal services on campus.	Ψ2,100.00
Irvine Valley College	
Trino validy dollogo	

City of Irvine	\$2,500.00
Facility Use Agreement- For hosting IVC Associated Government	Ψ2,000.00
Leadership Member's "End of the Year Award Dinner/Ceremony" in	
the City of Irvine's Lakeview Senior Center on 5/5/2016.	
Irvine Valley College -ASIVC	
Mark IV Communications Inc.	\$2,500.00
Independent Contractor Agreement- For relocation and testing of	Ψ2,000.00
antenna in Police Department.	
Irvine Valley College	
Mt. San Jacinto Community College District	\$2,500.00
· · · · · · · · · · · · · · · · · · ·	φ2,500.00
Independent Contractor Agreement- For providing faculty online	
courses on the topic of "Online Teaching and Learning."	
Irvine Valley College	A
Joshua Serrano	\$2,400.00
Independent Contractor Agreement- DJ services for various on-	
campus events.	
Irvine Valley College-ASIVC	
Community Publications, LLC DBA Sorbet-A SoCal Senior	\$2025.00
<u>Publication</u>	
Independent Contractor Agreement- For advertisement and editorial	
placement in the January-April 2016 issues of Sorbet Magazine, a	
SoCal Senior Publication.	
Saddleback College	
Courtyard Marriott	\$2,000.00
Facility Use Agreement- For hosting FY 2015-2016 Workday Student	
BPA Sessions.	
District Services	
Dennis Gurwell	\$2,000.00
Independent Contractor Agreement- For guest artist musical	
performance on February 9, 2016.	
Irvine Valley College	
Mark A. Johnson	\$2,000.00
Independent Contractor Agreement- For west african musical	, ,
performance on February 24, 2016 in celebration of the Black History	
Month.	
Irvine Valley College	
Moore Flooring Inc.	\$1,902.00
Services Agreement- For carpet replacement services at Science and	Ψ1,302.00
Mathematics building.	
Saddleback College	

College Central Network	\$1,823.26
Amendment No. 1- To extend the term for another one (1) year from	¥ 1,0=0.=0
11/02/2015 to 10/31/2016 for on-line career office management	
system for a new contract total of \$1,823.26.	
Irvine Valley College	
Chih-Long Hu	\$1,750.00
Independent Contractor Agreement- For performance of a piano	ψ.,.σοισσ
recital on January 30, 2016.	
Saddleback College	
Like-Nu Concrete Magic	\$1,690.00
Services Agreement- For repair services at Science and Mathematics	¥ 1,000100
building.	
Saddleback College	
Southland Flooring, Inc.	\$1,658.86
Services Agreement- For floor repair services at Health and Science	
building.	
Saddleback College	
Montgomery Hardware Co.	\$1,560.41
Services Agreement- To replace storage door at tennis court.	. ,
Saddleback College	
	Φ4 500 00
Aramark Uniform Services	\$1,500.00
Independent Contractor Agreement- For shop towel rental services	
for Art Department FY 2015-2016.	
Saddleback College	* * * * * * * * * *
Beckman High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	A 4 -
Century High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	
Cesar E Chavez School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	
Estanica High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	

Godinez High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	
Laguna Beach High School	\$1,500.00
	φ1,300.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	
Lorin Griset Academy High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	
Monte Vista/Back Bay High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	Ψ1,000.00
, ,	
March 1, 2016.	
Irvine Valley College	
Orange County School of the Arts High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	
Saddleback High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	* 1,00000
March 1, 2016.	
Irvine Valley College	#4.500.00
Santa Ana High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	
Segerstrom High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	
Silverado High School	\$1,500.00
-	φ1,300.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	
Trabuco High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	
Tustin High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	+ ,
March 1, 2016.	
·	
Irvine Valley College	

University High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on	
March 1, 2016.	
Irvine Valley College	\$1,500.00
Valley High School Affiliation Agreement- For Irvine Valley College Preview Day on	\$1,500.00
March 1, 2016.	
Irvine Valley College	
Villa Park High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on March 1, 2016.	
-Irvine Valley College	
Woodbridge High School	\$1,500.00
Affiliation Agreement- For Irvine Valley College Preview Day on March 1, 2016.	
Irvine Valley College	
Daily Titan Advertising Agreement- For advertising to promote summer semester enrollment.	\$1,486.31
Irvine Valley College	
KR Wolfe Inc.	\$1,449.13
Independent Contractor Agreement- For installation and mounting of wall mounted computer display monitor.	
District Services	
<u>Duo Security</u>	\$1,400.00
Subscription Agreement- To use two-factor authentication access for network security management to protect against account takeover and data theft.	
District Services	
Clip Interpreting	\$1,330.00
Amendment No. 1- To provide additional funding of \$630 for additional interpreting services a new contract total of \$1,330. District Services	
Compendium Library Services	\$1,254.75
Software License and Service Agreement- For library software used	
to track statistics at the reference desk.	
Saddleback College	
Katrina Nieh	\$1,200.00
Independent Contractor Agreement- For assistant site coordinator at	
the designated Orange County United Way partner site, as a part of the OC Vita Grant from OC United Way.	
Irvine Valley College	

Mindy Stevens Independent Contractor Agreement- For assistant site coordinator at	\$1,200.00
the designated Orange County United Way partner site, as a part of the OC Vita Grant from OC United Way.	
Irvine Valley College	
Frank Potenza	\$1,000.00
Independent Contractor Agreement- For guest artist for the 13 th Annual IVC Jazz Picnic on May 7, 2016.	
Irvine Valley College	
Major Appliances Services	\$1,000.00
Independent Contractor Agreement- For repair services for Child Development Center's appliances.	
Saddleback College	
Daily 49er & Dig Magazine-CSUB	\$972.00
Advertising Agreement- For advertising on magazine and radio to promote summer semester enrollment.	
Irvine Valley College	
Signature Celebrations	939.60
Independent Contractor Agreement- For balloon decoration services	000.00
for 2016 Senior Day event.	
Saddleback College	
Emcor, Mesa Energy Systems	\$894.00
Services Agreement- For air conditioning repair services for Business	
Sciences & Technology Innovation Center.	
Irvine Valley College	
Jonathan Proctor	\$880.00
Independent Contractor Agreement- For guest artist, woodwinds	
player, to perform for IVC production of "Drowsy Chaperone" from 4/7/2016 to 4/16/2016.	
Irvine Valley College	
Saul Reynoso	\$880.00
Independent Contractor Agreement- For guest artist, trumpeter, to	
perform for IVC production of "Drowsy Chaperone" from 4/7/2016 to	
4/16/2016.	
Irvine Valley College	
Kevin Homma	\$880.00
Independent Contractor Agreement- For guest artist, woodwinds	
player, to perform for IVC production of "Drowsy Chaperone" from 4/7/2016 to 4/16/2016.	
Irvine Valley College	

O.F.M.I. shareday	# 000 00
C.E.M Laboratory	\$820.00
Consultant Services Agreement- For geotechnical testing and special	
inspection consulting services for material testing of dugout.	
Irvine Valley College	
Ryan D. Keberle	\$750.00
Independent Contractor Agreement- For guest artist, trombonist, to	
perform on February 18, 2016.	
Saddleback College	
Provisio	\$735.00
Software License Agreement- For kiosk software renewal to be used	φ100.00
-	
at the Student Services Center for student class registration services.	
Irvine Valley College	
Twenty Six Design LLC	\$715.00
Software Service Agreement- For library software to be used to	
schedule workshops for students.	
Saddleback College	
Raymond Erickson	\$700.00
Independent Contractor Agreement- For guest speaker to present a	
lecture on early classical style performance practice on March 31,	
2016.	
Saddleback College	* 054.00
<u>City of Irvine</u>	\$654.96
City Assessment Agreement- For landscape, lighting and park	
maintenance assessment services.	
Irvine Valley College	
Technic Business Solutions	\$615.04
Amendment No. 1- To provide additional funding of \$588 for	
additional labor for the suppliers to repair the duplicating center cutter	
for a new contract total of \$615.04.	
Irvine Valley College	
Dr. Jennifer Prescher	\$600.00
	φυυυ.υυ
Independent Contractor Agreement- For guest speaker on the topic	
of human immune system on February 6, 2016 for the Science	
Lecture Series 2015-2016.	
Saddleback College	
Kelly Keys	\$600.00
Independent Contractor Agreement- For providing instrument repairs	
as needed for Music Department.	
Saddleback College	
At Last Window Coverings	\$554.96
Services Agreement- For blind repair services in counseling offices.	Ψοσ 1.00
Saddleback College	
Jaddieback College	

Classification Web	\$525.00
Software License Agreement- For online access to Library of	,
Congress Classification schedule and subject headings.	
Saddleback College	
Angelica Grigsby	\$500.00
Independent Contractor Agreement- For providing analysis services	
to the Saddleback College Speech and Debate team.	
Saddleback College	
Caroline Oltmanns	\$500.00
Independent Contractor Agreement- For guest instructor for a Piano	·
Master Recital and Master Class for piano students.	
Saddleback College	
Eileen Holt	\$500.00
Independent Contractor Agreement- For guest artist, flutist, for the	,
Ensemble of Sequences and Spirals performance on 2/10/2016 and	
2/11/2016.	
Saddleback College	
Gina Caviar	\$500.00
Independent Contractor Agreement- For guest artist, violist, for the	φοσοίσο
Ensemble of Sequences and Spirals performance on 2/10/2016 and	
2/11/2016.	
Saddleback College	
Henry Gronnier	\$500.00
Independent Contractor Agreement- For guest instructor for providing	φοσο.σσ
a Master Violin Class on March 12, 2016.	
Saddleback College	
Dr. James Fallon	\$500.00
Independent Contractor Agreement- For guest speaker on the topic	φοσο.σσ
of "The Psychopath Inside: A Neuroscientist's Personal Journey Into	
the Dark Side of the Brain" on March 30, 2016.	
Saddleback College	
Kevan M. Torfeh	\$500.00
Independent Contractor Agreement- For guest artist, cellist, for	ψ000.00
performance on 2/10/2016 and 2/11/2016.	
Saddleback College	
Maya Horikawa	\$500.00
Independent Contractor Agreement- For guest artist, violinist, for	ψοσο.σο
performance on 2/10/2016 and 2/11/2016.	
Saddleback College	
Priyanka Venkatesh	\$500.00
Independent Contractor Agreement- For guest artist, violinist, for	ψ500.00
performance on 2/10/2016 and 2/11/2016.	
Saddleback College	
Saudieback College	

Ken Montgomery	\$450.00
Independent Contractor Agreement- For tennis program officiating	
services.	
Irvine Valley College	
Smartsheet, Inc.	\$447.00
Software License Agreement- For use of a software that allows online	
collaboration and file sharing.	
Irvine Valley College	
Certifies Transportation Services	\$434.72
Independent Contractor Agreement- For providing transportation	
services during the IVC Preview Day on March 1, 2016.	
Irvine Valley College	
Barbara Holmes	\$400.00
Independent Contractor Agreement- For artist reception on 2/18/2016	
and guest speaker on 2/19/2016.	
Saddleback College	
Marisela Chavez	\$400.00
Independent Contractor Agreement- For guest speaker to provide a	
presentation on the Chicano Social Movements in the 1960's in	
celebration of Latino Americans on February 17, 2016.	
Saddleback College	
Optic Photo Booth	\$399.00
Rental Services Agreement- For photo booth rentals for IVC vs.	
Saddleback College President's Cup Event.	
Irvine Valley College-ASIVC	
Submittable	\$380.00
Software Licenses Agreement- For purchase of a secure file	
submission software, which will be used by the English Department to	
assist with the writing assessments.	
Irvine Valley College	
Maurice Christian	\$350.00
Independent Contractor Agreement- For guest artist to play a live	
music performance at the Motown Event on February 19, 2016.	
Saddleback College	
April Lorene Strong	\$300.00
Independent Contractor Agreement- For balloon creations at the	
Astounding Inventions Event on January 30, 2016.	
Irvine Valley College Foundation	
FunGun Company	\$300.00
Rental Services Agreement- For equipment rental services for	
various ASIVC student activities, outreach events and promotional	
interactive engagement objectives.	
Irvine Valley College - ASIVC	

Jenny Soto-Banks	\$300.00
Independent Contractor Agreement- For guest speaker on the topic	
of "Yoga with Children in Child Development."	
Saddleback College	
<u>Dr. Ming Tsu</u>	\$250.00
Independent Contractor Agreement- For guest instructor for Master	
Piano Class on 4/28/2016.	
Irvine Valley College	
Dr. Robert Ward	\$250.00
Independent Contractor Agreement- For guest instructor for Master	Ψ200.00
Piano Class on 2/18/2016.	
Irvine Valley College	ФОБО ОО
Dr. Shun-Lin Chou	\$250.00
Independent Contractor Agreement- For guest instructor for Master	
Piano Class on 3/10/2016.	
Irvine Valley College	
<u>VMWare</u>	\$250.00
Software License Agreement- For VMWare academic subscription, a	
cloud and virtualization software to be used in the NetLab.	
Irvine Valley College	
NetSupport Incorporated	\$238.20
Software License Agreement- For maintenance renewal of	·
NetSupport School, a software that allows instructors to deliver	
contents to students' computers and monitor their PCs, during the	
term 4/1/2016-3/31/2017.	
Saddleback College	
Jeffery Kurtenacker	\$150.00
	φ150.00
Independent Contractor Agreement- For guest lecturer for Jazz Comp	
Class on 2/22/2016 and 2/24/2016.	
Saddleback College	A
Educational Global Tech (EDGT)	\$125.00
Software License Agreement- For online software that allows full	
access to online nursing tutorial system on the respiratory system.	
Saddleback College	
Mission Viejo Community Health Fair	\$75.00
Sponsorship Opportunity Agreement- For a sponsorship exhibit table	
for Community Health Fair on April 9, 2016.	
Saddleback College	
Ramsey C. Hampton	\$65.00
Independent Contractor Agreement- For guest lecturer for Jazz Comp	+ - 3· - 2
Class on 2/22/2016.	
Saddleback College	
Saudieback College	

<u>WrapBootStrap</u>	\$50.00
Software License Agreement- To purchase webpage templates.	
Irvine Valley College	
Brandman University	\$0.00
Clinical Training Affiliation Agreement- For providing a clinical	φυ.υυ
learning opportunity for students in the Marybelle and S. Paul Musco	
School of Nursing and Health professionals at the Saddleback	
College.	
Saddleback College	<u> </u>
City of Laguna Hills	\$0.00
Facility Use Agreement- To use the Laguna Hills Community Center	
for Emeritus Program Classes on 1/1/2016 and ending on	
12/31/2016.	
Saddleback College	
Keller Williams	\$0.00
Facility Use Agreement- For offering credit for real-estate classes for	
students at an off-campus location.	
Saddleback College	
Lake Forest Community Association	\$0.00
Facility Use Agreement- For Emeritus Institute to use Lake Forest	·
Community Association facilities for classes.	
Irvine Valley College	
WestEd	\$0.00
Affliation Agreement- For sharing and use of data between WestEd	ψο.σσ
and South Orange County Community College District for counseling	
research project.	
District Services	
District Services	

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.1 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Emergency Operations Plan

ACTION: Review and Study

BACKGROUND

Pursuant to Board Policy 3453 and Administrative Regulation 3453, the Chancellor shall establish procedures that ensure that the District, the colleges and ATEP implement a plan to be activated in the event of an emergency, or the occurrence of a natural disaster or hazardous condition. This plan must comply with the National Incident Management System (NIMS), the Standardized Emergency Management System (SEMS) and should incorporate the functions and principles of the Incident Command System (ICS), the Master Mutual Aid Agreement (MMAA) and any other relevant programs. The plan must incorporate NIMS and SEMS to facilitate the coordination between and among agencies in the event of an emergency or natural disaster.

The plan will contain information regarding activation and chain of command responsibilities. Compliance with NIMS mandates requires planning and incorporation for all phases of emergency management including mitigation and prevention, preparedness, response and recovery. The District must ensure that its disaster plan is updated regularly. Campuses must comply with NIMS and SEMS to receive federal or state funding.

STATUS

The Business Continuity Planning Committee (BCPC) has produced an inaugural SOCCCD Emergency Operations Plan for review and study.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the proposed SOCCCD Emergency Operations Plan (Exhibit A).

Item Submitted by: Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services



EMERGENCY OPERATIONS PLAN

PROMULGATION STATEMENT South Orange County Community College District (SOCCCD)

The Office of the Chancellor, or designee, has the authority and responsibility for the direction and control of the resources for district-wide business continuity emergencies.

This Plan supersedes any previous SOCCCD Emergency Operations Plans issued for business continuity management purposes. It provides a framework in which SOCCCD can perform its responsibility to prepare and respond to business continuity emergencies during disasters or threats to public safety.

The Plan was developed in concurrence with the district-wide Business Continuity Planning Committee and complies with federal, state and local statutes and agreements made with the various agencies identified herein. It is both SEMS and NIMS compliant. It shall be periodically reviewed and revised by the Business Continuity Planning Committee in accordance with federal and state guidelines.

It is the responsibility of district-wide departments and personnel identified in this Plan to advise the Business Continuity Planning Committee of any changes that may result in its improvement or increase its effectiveness.

Date:

Signatures:

Gary Poertner

Chancellor

Robert Bramucci,

Vice Chancellor, Technology & Learning Services Chair, Business Continuity Planning Committee

Emergency Operations Plan

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1A

BASIC PLAN

OVERVIEW

This is the first edition of the South Orange County Community College District (SOCCCD) Emergency Operations Plan. This plan:

- Implements the mandatory provisions required by the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS)
- Reflects recent advances in emergency management protocols and strategies and changes in the Emergency Services Act (ESA)
- Addresses important considerations for mitigation, preparedness, response, and recovery activities
- Is a flexible multi-hazard plan

There are four parts to the SOCCCD Emergency Operations Plan:

- Part I is the Basic Plan, describing the hazards we face in California, the emergency management organization, the Standardized Emergency Management System (SEMS), emergency declarations, roles and responsibilities, and administrative practices. The basic plan is intended to be general in its application and provide for flexibility during response and recovery.
- Part II consists of an overview of the organization for response and recovery operations, including state agencies and other organizations with lead and support responsibilities.
- Part III is a listing of plans and documents that are identified as references to the SOCCCD Plan. Included are laws, regulations, orders, plans, training material, resource manuals, and agreements that support this plan. They provide additional detailed information for the conduct of emergency operations and performance of emergency duties.
- Part IV contains a glossary of definitions used in this plan.

The SOCCCD Emergency Operations Plan is not meant to stand alone; it is intended to be used in conjunction with plans from the colleges, city, county, operational area (OA), state agencies, and associated standard operating procedures. Other specific contingency plans may also support this plan. Where supporting plans are inconsistent with the general principles described in the SOCCCD Plan, the State Plan will supersede supporting plans.

INTRODUCTION

FUNCTION

This plan outlines the emergency management system used for all emergencies impacting South Orange County Community College District (SOCCCD). It describes the SOCCCD emergency management organization and its supporting contingency plans and operating procedures.

RELATIONSHIP TO SEMS AND NIMS

The plan establishes protocols for responding to emergencies within SOCCCD. It conforms to the requirements outlined in the Standardized Emergency Management System (SEMS) and is compliant with the federal National Incident Management System (NIMS). In addition, it promotes use of the Incident Command System (ICS) during emergency operations.

The plan establishes the policies, concepts, and general protocols for the implementation of SEMS and NIMS. The California Emergency Services Act (Government Code 8607[d]) requires the use of SEMS during emergency response by state agencies. The SOCCCD emergency management organization will use SEMS/NIMS/ICS throughout the four phases of a disaster: mitigation, preparedness, response, and recovery. The integration of emergency management activities throughout all phases of an emergency and across all functions will increase accountability, provide continuity of resource application, establish a clear chain of command and coordination, and identify responsibilities for critical task performance.

PURPOSE, SCOPE, AND ASSUMPTIONS

PURPOSE

The plan is supported by an emergency management organization that focuses on specific functional responsibilities during such emergencies as earthquakes, fires, hazardous material spills, civil disorder or terrorist attacks.

The plan includes:

- A description of the SOCCCD Emergency Organization
- A description of mutual aid use during non-declared and declared emergencies to ensure effective coordination of needed resources
- General policies to guide emergency management activities
- Guidance on interagency coordination to deliver assistance
- Specific responsibilities of various levels of the campus' emergency management organization
- Interagency and intergovernmental shared responsibilities and support capabilities
- Supporting plans and procedures

SCOPE

The plan applies to all elements of SOCCCD's emergency management organization during all phases of emergency management. Primary audiences are:

- Saddleback College
- Irvine Valley College (IVC)
- Advanced Technology and Education Park (ATEP)
- South Orange County Community College District Services
- The California Community Colleges Chancellor's Office
- Local emergency responders

This plan is also a reference for emergency managers from local, state and federal governments, as well as private agencies and interested members of the public. It is intended to be an operational document with supporting attachments.

ASSUMPTIONS

The following assumptions apply to this plan:

- Emergency management activities are accomplished using SEMS/NIMS/ICS protocols
- Emergency response is best coordinated at the lowest level of government involved in the emergency
- SOCCCD will coordinate operational control and responsibility for emergency management activities within its jurisdictional area with the colleges, unless otherwise superseded by statute or agreement
- Mutual Aid will be requested when needed and provided when available
- Mitigation activities conducted prior to the occurrence of a disaster potentially reduce damage, injuries, and loss of life
- Supporting plans and procedures are maintained and updated by the responsible emergency management unit

CONCEPT OF OPERATIONS

OPERATIONAL PRIORITIES

Special consideration will be given to the following priorities when conducting emergency operations:

- Protecting life (highest priority), property, and the environment
- Meeting the immediate emergency needs of students, faculty, staff and visitors (e.g., rescue, medical care, food and shelter)
- Temporarily restoring facilities that are essential to the health, safety, and welfare of the district population (e.g., medical, water, and electricity)
- Mitigating hazards that pose a threat to life, property, and the environment

DIRECTION, CONTROL AND COORDINATION

Implementation of the Standardized Emergency Management System (SEMS) is required by Government Code §8607 (a) for managing response to multi-agency and multi-jurisdiction emergencies in California.

SEMS incorporates the use of the Incident Command System (ICS), the Master Mutual Aid Agreement, existing discipline-specific mutual aid, the operational area concept, and multi-agency or inter-agency coordination. SEMS helps unify all elements of California's emergency management organization into a single integrated system. <u>Its use is required for government response agencies, including SOCCCD</u>.

THE FIVE SEMS ORGANIZATIONAL LEVELS

The Standardized Emergency Management System (SEMS) consists of five organizational levels that are activated as necessary in response to an emergency:

- 1) **Field Level** on-scene responders carry out tactical decisions and activities in direct response to an incident or threat (colleges).
- 2) Local Government Level manages and coordinates the overall emergency response and recovery activities within the jurisdiction (SOCCCD).
- 3) Operational Area Level manages and/or coordinates information, resources and priorities among local governments within the operational area and serves as the coordination and communications link between the local government level and the regional level.
- 4) Regional Level manages and coordinates information and resources among operational areas within the mutual aid region designated pursuant to Government Code Section 8600 and between the operational areas and the state level. The regional level along with the state level coordinates overall state agency support for emergency response activities.
- 5) State Government Level manages state resources in response to the emergency needs of the other levels, manages and coordinates mutual aid among the mutual aid

regions and between the regional level and state level, and serves as the coordination and communication link with the federal disaster response system.

THE CALIFORNIA EMERGENCY ORGANIZATION

The five SEMS organization levels, together with the private sector, are collectively referred to as the *California Emergency Organization*. This organization's goal is to support emergency activities to protect life, property, and the environment. Operating from established Emergency Operations Centers (EOCs) at all levels of government, the California Emergency Organization represents all resources available within the state that may be applied in disaster response and recovery phases.

Emergency mutual aid response and recovery activities are generally conducted at the request and under the direction of the affected local government. However, some emergency responses are led by designated state agencies which have jurisdiction at the state level of those emergencies or disasters. In other cases (for example, hazardous material, nuclear power plant, and terrorism emergencies), there may be a *joint* response, which requires a Unified Command for coordinated response between federal, state and local jurisdictions.

Requests for resources originate at the lowest applicable level of government and are forwarded to the next level until filled. For example, if an Operational Area (OA) is unable to provide the necessary requested assistance, it may contact the California Office of Emergency Services (CalOES) at the Regional Emergency Operations Center (REOC) and forward the request.

State agencies with responsibilities for emergency response normally follow their established plans and procedures. However, during complex emergencies involving multiple jurisdictions and agencies, coordination of resources may be achieved through the use of liaison officers, agency representatives, and a unified command.

When support requirements cannot be met with state resources, the state may request assistance from those federal agencies having statutory authority to provide assistance in the absence of Presidential Declarations. The state may also request a *Presidential Declaration* of an Emergency or Major Disaster under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288 as amended.

California has established procedures for essential communications support between the OA, the CalOES REOC, the State Operations Center (SOC), and other state agencies to provide the information links for elements of the California Emergency Organization.

Figure 1

California Office of Emergency Services
Administrative and Mutual Aid Regions



ORGANIZATIONAL FUNCTIONS

The Incident Command System (ICS), which is an element of SEMS, incorporates an organizational management structure that establishes the concepts of:

- Common Terminology
- Manageable Span-of-Control
- Unity of Command
- Integration of Communications

ICS incorporates five principal functions that can be performed at any incident:

- 1. Management
- 2. Operations
- 3. Planning,/Intelligence
- 4. Logistics
- 5. Finance/Administration

ICS allows for a modular and rapid expansion to meet the needs imposed by the incident. ICS can be used during any serious multi-disciplinary (e.g. fire, law enforcement, medical) emergency within a jurisdiction and is particularly useful for any kind of incident involving multiple jurisdictions and agencies.

EOC EMERGENCY MANAGEMENT FUNCTIONS

The following is a description of the five principle functions of ICS:

- 1. **Management:** This function provides for the overall management and coordination of response and recovery activities through the joint efforts of the campuses, SOCCCD, local governmental agencies, and private organizations.
- 2. **Operations:** This function is responsible for coordinating all jurisdictional operations in support of the response to the emergency through implementation of the action plan.
- 3. **Planning/Intelligence:** This function is responsible for collecting, evaluating, and disseminating intelligence and information; developing the action plan in coordination with the other functions; and maintaining documentation.
- 4. **Logistics:** This function is responsible for providing facilities, services, personnel, equipment, and materials.
- 5. **Finance/Administration:** This function is responsible for financial and administrative aspects not assigned to the other functions.

Under ICS, all levels of government use this organizational structure. Thus, the same five emergency management functions will be used in the Saddleback EOC, the IVC EOC, and the District Services EOC.

SEMS/ICS will be utilized whenever SOCCCD activates an EOC, or when a college and local emergency have been declared or proclaimed. When an EOC is activated, communications and coordination will be established between the EOC Director at the respective college and the District Services EOC. Coordination of fire and law enforcement resources will be accomplished through the mutual aid systems at the college level. The same five principal functions of ICS will be utilized in the District Services EOC as well as at the college EOCs.

MUTUAL AID

Figure 1 shows that California is divided into six Mutual Aid Regions with three administrative regional offices that provide oversight. SOCCCD is located within Region I of the Southern Administrative and Mutual Aid Region.

During an emergency, state agency representatives will establish liaisons with their local counterparts to relay information and mutual aid requests, with the CalOES regional manager coordinating interregional mutual aid and state assistance, as necessary, at the request of the Operational Area Coordinators. Additionally, fire and rescue, and law enforcement coordinators are assigned at the Operational Area level.

The CalOES Region I Manager serves as the Regional Mutual Aid Coordinator.

Depending on the nature of an emergency, the Orange County Sheriff or Fire Authority Chief will act as the Operational Area Coordinator.

Requests for, and coordination of, mutual aid support will normally be made through established channels:

- From Irvine Valley College or Saddleback College to SOCCCD; and/or
- From Irvine Valley College to the City of Irvine and the Operational Area; and/or
- From Saddleback College to the City of Mission Viejo and the Operational Area

Local agencies receiving mutual aid are responsible for logistical support of reporting personnel.

Requests for mutual aid will specify, at a minimum:

- Number and type of personnel needed
- Type and amount of equipment needed
- Reporting time and location
- Authority to whom responding personnel should report
- Access routes
- Estimated duration of emergency operations

SOCCCD will provide mutual aid upon:

- Request from Saddleback College for emergency assistance and support
- Request from Irvine Valley College for emergency assistance and support
- Request from local governments that have declared a local emergency, and if appropriate, in coordination with the colleges
- Direction from the California Office of Emergency Services (CalOES) to render emergency assistance
- Gubernatorial declaration of a state of emergency in an area including Saddleback College and/or Irvine Valley College
- The proclamation of a state of war emergency as defined in the *California Emergency Services Act* (Chapter 7, Division 1, Title 2, California Government Code)
- A federal declaration of a national emergency

The City of Mission Viejo (in coordination with county contracted public safety services) will:

- Develop and maintain Standard Operating Procedures with Saddleback College consistent with the State Emergency Plan and Master Mutual Aid Agreement
- Maintain liaison with neighboring jurisdictions, including Saddleback College and the county Emergency Management Organization
- Designate staging areas for incoming support and recovery operations

The City of Irvine will:

- Develop and maintain Standard Operating Procedures with IVC consistent with the State Emergency Plan and Master Mutual Aid Agreement
- Maintain liaison with neighboring jurisdictions, including IVC and the county Emergency Management Organization
- Designate staging areas for incoming support and recovery operations

The County of Orange will:

- Provide coordination of intra-county mutual aid
- Maintain liaison with CalOES personnel
- Request mutual aid from the CalOES Southern Region Manager

CalOES – Southern Region will:

- Maintain liaison with local, state, and federal authorities
- Provide planning guidance and assistance to county and local jurisdictions
- Respond to requests for mutual aid

• Provide a clearinghouse for emergency operations information

CalOES – Headquarters will:

- Perform executive functions assigned by the governor
- Coordinate response and recovery operations of state agencies
- Provide a clearinghouse for emergency operations information
- Prepare and disseminate proclamations from the governor
- Receive and process requests for mutual aid
- Receive and process requests for federal disaster assistance
- Direct the allocation of federal and out-of-state resources

PHASES OF EMERGENCY MANAGEMENT

Emergency management activities can be categorized into a series of phases, which fall into two general categories: Preparedness and Response.

Preparedness

Day-to-Day: The preparedness phase involves activities undertaken in advance of an emergency. These activities develop operational capabilities and improve effective response to disasters. Disaster plans are developed and revised to guide disaster response and increase available resources. Planning activities include developing hazard analyses, writing mutual aid operational plans, training response personnel, and improving public information and communications systems.

Preparedness activities are part of the implementation of the *Emergency Services Act* (ESA), the *Master Mutual Aid Agreement* (MMAA), and the State Emergency Plan. The plan is considered in effect at all times to provide authorization to accomplish essential preparedness activities.

Increased Readiness: As a crisis begins to develop, government takes action to increase its readiness. Actions taken during the buildup of a crisis situation are designed to increase an organization's ability to respond effectively to a disaster. Increased readiness actions include briefing government officials, reviewing plans, preparing information for release to the public, updating resource lists, and testing warning and communications systems.

Response

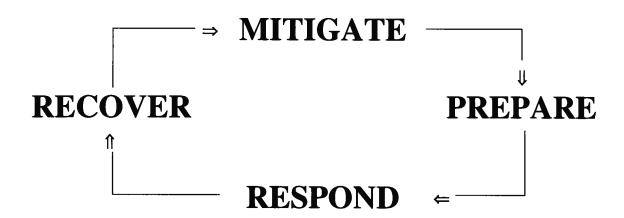
Pre-Impact: When emergency managers are able to recognize the approach of a potential disaster, actions are taken to save lives and protect property. The response phase is activated to coordinate emergency response activities. During this phase, warning systems may be activated, resources may be mobilized, EOCs may be activated, and evacuation may begin.

Immediate Impact: During this phase, emphasis is placed on saving lives, controlling the situation, and minimizing the effects of the disaster. Immediate response actions are accomplished within the affected area by government agencies (including requests for mutual

aid) and segments of the private sector. During this phase, EOCs may be activated and emergency instructions may be issued to the public.

Sustained: As the emergency continues, assistance is provided to victims of the disaster and efforts are made to reduce secondary damage. Regional or statewide mutual aid may be provided to assist with these efforts. Response support facilities may be established. The incidents' resource requirements continually change to meet the needs of the incident.

Figure 2
THE DISASTER CYCLE



Response Levels:

Emergency response generally includes three levels of activity. Detailed emergency action plans for responding to the various emergencies are provided in Part 2.

Level I Response Mode - Decentralized Coordination

This management mode is operative under normal conditions in which local resources are adequate and emergency situations are responded to by normal management procedures. The EOC is not activated and any inter-unit coordination (e.g., fire, paramedic, police) is accomplished by radio or telephone.

Level II Response Mode - Centralized Coordination

This mode of operation is used for emergency responses that require several functional units within the plan to be activated. In these situations, key EOC personnel will meet in a central location to provide emergency coordination. Their activities include (but are not limited to):

- Establishing a situation assessment function
- Establishing a public information function

- Determining resource requirements and coordinating resource requests
- Establishing and coordinating the logistical systems necessary to support emergency services

Level III Response Mode - Highest Interagency Coordination and Discretion

This mode of operation will be utilized following a major disaster that would render it impossible for District Services, IVC or Saddleback College to effectively respond or function at either Level I or II. In this situation, one or more EOCs will be activated and all coordination and direction activities, including interagency coordination, would be accomplished from the EOC(s). To the extent practicable, incident emergency management systems would report to and receive direction from the EOC(s).

Recovery

At the onset of an emergency, actions should be taken to enhance the effectiveness of recovery operations. Recovery comprises both short-term activities intended to return vital life-support systems to operation and long-term activities designed to return infrastructure systems to pre-disaster conditions. Recovery also includes cost recovery activities.

Mitigation

Mitigation planning includes a review of ways to eliminate or reduce the impact of future disasters. Specific hazard mitigation plans are prepared following a federally declared disaster and reflect the current risk analysis and mitigation priorities specific to the declared disaster.

CONTINUITY OF AUTHORITY

In a major disaster, essential records might be destroyed and key government officials could be injured or killed. In such an event, the California Government Code and the Constitution of the State of California provide authority for the continuity and preservation of state and local government. Continuity of leadership and government authority are particularly important with respect to emergency services, direction of emergency response operations, and management of recovery activities.

Under California's concept of mutual aid, local officials remain in control of their jurisdiction's emergency operations while additional resources may be provided by others upon request. A key aspect of this control is to be able to communicate official requests, situation reports, and other emergency information throughout any disaster condition.

Ensuring Continuity of Government

To ensure continuity of government (COG), seven elements must be addressed by government at all levels:

- (1) Succession to essential positions required in emergency management.
 - In the absence of the Chancellor being able to designate a successor, the line of succession in emergency operations for the Chancellor will be the following:
 - Vice Chancellor, Technology & Learning Services

- Vice Chancellor, Business Services
- Vice Chancellor, Human Resources
- President, Saddleback College*
- President, Irvine Valley College*
 - *If only one college is impacted by the emergency, then that college president will take precedent. If it is a district-wide emergency, then the above order will be followed.
- (2) Pre-delegation of emergency authorities to key officials
- (3) Emergency action steps provided in emergency plans and emergency action plans
- (4) District Emergency Operations Center: District IT training room
- (5) Alternate Emergency Operations Center: normally, emergency operations will be coordinated in the designated EOCs at Saddleback College, IVC, and District Services. Should conditions preclude the use of one or more of these EOCs, emergency operations will be coordinated in the Saddleback Police Department Mobile EOC. If needed, portable trailers may be rented and located in an area near or adjacent to the EOC to provide temporary offices for the chancellor and vice chancellors.
- (6) Safeguarding vital records: a major disaster could result in damage to administrative offices and destruction of records fundamental to day-to-day campus operations. To assist in the recovery and reconstruction period following a disaster, proactive measures must be taken to protect essential records.

Vital records are defined as those records that are essential to:

- Protect the rights and interests of individuals. Examples include student transcripts, business records, personnel records, student patient records, Hazardous Material Business Plan, and criminal record information.
- Conduct emergency response and recovery operations. Records of this type include personnel rosters, emergency operating procedures, utility system maps, and the locations of emergency supplies and equipment.
- Reestablish normal administrative functions. Included in this group are financial records, payroll records, and purchase orders.
- Educational. This includes faculty and staff research, journal articles, grant material, exams, and grades. Each college, in coordination with district, is responsible for designating a custodian for vital records, and ensuring that vital record storage and preservation is accomplished.

Vital records storage methods that might be utilized:

- Duplication (either hard copy or removable computer drives)
- Dispersal (off campus)
- Fireproof containers
- Vault storage (on- or off-campus)

Detailed direction on preservation of vital records is located in Part Two.

(7) Protection of government/industrial resources, facilities, and personnel.

EMERGENCY PROCLAMATION

There are four classes of emergencies:

- Campus
- Local
- State
- State of War

During a state of emergency or a state of war emergency, the governor has complete authority over all agencies of state government. For specific information regarding emergency declarations, powers of the governor, and authorities of jurisdictions, refer to the California ESA.

- 1) Campus Emergency In an emergency, and as the conditions warrant, an official proclamation by the campus president or chancellor will have the following effects and provide legal authority to:
 - Promulgate orders and regulations necessary to provide for the protection of life and property, including campus closure.
 - Facilitate participation in mutual aid from SOCCCD, local jurisdictions or state agencies.
 - Activate the college's personnel, facilities and logistical resources for emergency response.
 - Ensure emergency response personnel are acting within their authority to manage, control, and participate in activities outside the regular scope of employees' duties.
 - Provide an appropriate procedure for sign-in and tracking emergency workers.
 - Ensure appropriate coverage of Workers' Compensation, reimbursement for extraordinary expenses, and state and federal disaster relief funds, where applicable.
 - Implement documentation of damages and expenses, tracking extraordinary expenses for reimbursement and seeking federal disaster relief where appropriate.
 - Impose penalties for violation of lawful orders under Education Code Section 70902.
 - Conduct emergency operations without facing liabilities for performance or failure of performance per Article 17 of the Emergency Services Act.

SOCCCD will proclaim a formal emergency when additional assistance is required by a college in SOCCCD, or if local, state, and possibly federal assistance will be needed. If conditions extend into the larger community, SOCCCD will request a resolution from the County of Orange.

Procedures to declare an emergency are described in Attachment 2. The chancellor may follow these procedures to allow for campus closure(s) and issuance of administrative leave to SOCCCD employees.

Requests for mutual aid will be initiated when additional material and/or personnel are required to respond to the emergency. Saddleback College police department and/or Irvine Valley College police department will request or render mutual aid directly through established channels; however, the college president or chancellor must authorize any action which involves financial outlay by the campus or SOCCCD.

2) Local Emergency A local emergency may be proclaimed by the City of Mission Viejo or the City of Irvine as described in the California ESA and as provided for in their local emergency ordinances. A local emergency means the duly-proclaimed existence of a disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, county, or city and county caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions (other than conditions resulting from a labor controversy) which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission. Local proclamations may authorize additional emergency authorities for local officials in accordance with their local ordinance.

When local resources are overwhelmed, the City of Mission Viejo or City of Irvine will make an appeal to the County Operational Area. The county can proclaim a local area emergency that will include all jurisdictions. For specific actions local jurisdictions may take after a local emergency proclamation, see Attachment C, Emergency Proclamations.

- 3) State of Emergency A disaster may be of such magnitude that it requires extraordinary action by the state in order to protect the lives, property, and environment of its citizens. The Emergency Services Act allows the governor to proclaim a state of emergency:
 - "...when the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from a labor controversy or conditions causing a "state of war emergency" which conditions, by reasons of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single county, city and county, or city and require the combined forces of a mutual aid region or regions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires extraordinary measures beyond the authority vested in the California Public Utilities Commission."

For specific actions the governor may take after a state of emergency proclamation, see Attachment C, Emergency Proclamations.

4) State of War Emergency If a state of war emergency exists, all provisions associated with a state of emergency apply as stated above. All state agencies and political subdivisions are required to comply with the lawful orders and regulations of the governor, as provided in the ESA.

A state of war emergency:

"exists immediately, with or without a proclamation thereof by the Governor, whenever this state or nation is attacked by an enemy of the United States, or upon receipt by the state of a warning from the federal government indicating that such an enemy attack is probable or imminent."

For specific state of war emergency actions, see Attachment C, Emergency Proclamations.

THE GOAL, OBJECTIVES, AND RESPONSIBILITIES OF THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT EMERGENCY ORGANIZATION

The goal of the SOCCCD Emergency Organization is to provide effective coordination and management of emergency operations involving the college campuses or other district property. The following objectives support this goal:

- Ensure SEMS/NIMS is applied to emergency management throughout the district
- Establish and staff an augmented emergency communications system
- Request and coordinate mutual aid according to established procedures
- Respond to approved requests for resources and other support
- Maintain liaison with local, state, and federal government agencies and the private sector, ensuring that resources are available to support mutual aid
- Manage the movement, reception, and care of persons during an evacuation
- Restore essential services

The designation of responsibilities to SOCCCD Emergency Organization is intended to ensure coordinated emergency management support. The responsibilities are assigned in accordance with the general criteria listed below. Each college is responsible for planning, organizing, training, and other preparedness activities necessary for its campus to carry out assigned tasks.

- All essential emergency responsibilities as assigned.
- Emergency responsibilities assigned to colleges, or their respective departments, are generally compatible or related to their regular functions.
- Each primary task is assigned to one department (see Functional Matrix-Page 38).
- Support tasks are assigned to as many departments as appropriate.

• Colleges, or their respective departments, may be requested to provide support under specific emergency situations even if the support function is not assigned in this plan.

Summarized below are the responsibilities of the California Emergency Organization:

Local Jurisdictions

Each local emergency organization fits into the California Emergency Organization in a systematic and organized manner as described in the SEMS Regulations. A prime objective in emergency operations is to provide local jurisdictions with the resources to meet their disaster needs and maintain continuity of government.

Government Code Section 8680.2 defines a local government agency as "any city, city and county, county, county office of education, community college district, school district, or special district." Pursuant to Government Code 8680.2 SOCCCD is a local government agency within the SEMS organization. Accordingly, the SOCCCD chancellor may declare a local emergency pursuant to the California Emergency Plan. Such a declaration can be made when, in the chancellor's opinion, there is an actual or threatened condition of disaster or extreme peril to persons or property on campus which cannot be met by ordinary campus administrative procedures and makes implementation of this plan necessary.

As a local government agency, SOCCCD operates in the Orange County Operational Area in a manner consistent with a local government agency in the areas of networking, planning, training and exercising, and reporting the operational status of the college.

Implementation of the SOCCCD Emergency Operations Plan puts into effect SOCCCD's role in the California Emergency Plan and is the first step in coordinating disaster assistance with local jurisdictions. This includes providing and receiving mutual aid pursuant to the California Emergency Plan. As is the case with all public employees, in the event of a declared emergency all SOCCCD personnel are considered Disaster Service Workers (DSW) and may be given emergency assignments.

Cities and Counties

Cities and counties typically have ordinances that establish their emergency organization and local disaster council, provide for the development of an emergency plan, establish responsibilities for emergency management operations, and specify the officials authorized to declare a local emergency. As part of emergency preparedness, many jurisdictions have adopted agreements to share critical skilled personnel and equipment. Local jurisdictions have conducted training for emergency response and taken advantage of training made available by a wide variety of agencies.

During the immediate threat of, or in actual disaster conditions, local authorities immediately put emergency response plans into operation and take actions required to cope with disaster situations. As conditions require, all immediately available and applicable local, state, and

federal resources will, in accordance with prior arrangements and as authorized by law, be committed to protect lives, property, and the environment.

As defined by statute and provided for in local ordinances, a local emergency will be proclaimed by local officials. Local EOCs will advise the OA EOC of this proclamation. The EOC will, in turn, advise the CalOES Regional Administrator through the CalOES Regional Duty Officer. Situation reports, including anticipated or actual mutual aid requirements, will follow this channel. Formal mutual aid requests will follow specified procedures through identified mutual aid coordinators.

Specific tasks for implementing local jurisdiction emergency management are included in Attachment D, Summary of Local Jurisdiction Responsibilities.

- <u>City of Mission Viejo:</u> The City of Mission Viejo will provide support and assistance as available to Saddleback College when requested.
- <u>City of Irvine:</u> The City of Irvine will provide support and assistance as available to Irvine Valley College when requested.

Operational Area

Under SEMS, the Operations Area (OA) is an intermediate level of the state's emergency organization which encompasses the county and all political subdivisions located within the county, including special districts. The OA manages information, resources, and priorities among local governments within the OA. It serves as the coordination and communication link between the local government level and the regional level.

County of Orange

The Orange County Operational Area consists of the county, 34 cities and all special districts, including school districts. There is a formal Joint Powers relationship between the county and the 34 incorporated municipalities in the county. The Operational Area staff coordinates among all of the public agencies within the county's boundaries and the California Emergency Management Agency (CalOES). The Operational Area is staffed by the county Office of Emergency Services (OES), which is located at the county Emergency Operations Center (EOC) on Loma Ridge. The Orange County EOC will be activated during a disaster response, when appropriate. They will coordinate resources at the Operational Area level and collect status reports and other information from agencies and facilities that have sustained damage. OES staff will coordinate and forward the information to CalOES, where it will be included in the justification for requesting federal assistance.

The County of Orange acts under emergency authority established by Orange County Emergency Services Ordinance 098-4, and under the authority provided to counties, cities, and special districts under the State of California Emergency Services Act (California Government Code 8550 et seq.) and Petris Bill SB 1841 Chapter 1069 (SEMS) — Amendments to the Government Code, Article 7, California Emergency Services Act.

State Agencies

Emergency Responsibilities of CalOES

CalOES is the lead state agency for all aspects of emergency management, including planning, response coordination, recovery coordination, mitigation efforts, and training. REOC/SOC staff is responsible for coordinating the state's emergency response to disasters, including provision of mutual aid and the allocation of essential supplies and resources.

CalOES is responsible for development of the State Emergency Plan. During emergency operations, it receives and disseminates emergency alerts and warnings. It coordinates and acts on mutual aid requests. It activates and operates the SOC and REOCs, and participates in the Disaster Field Office (DFO) activities. CalOES coordinates emergency response and recovery activities with the federal Regional Operation Center (ROC) and the Joint Information Center (JIC). In conjunction with the federal government, it directs and coordinates recovery programs to mitigate future disasters and to recover disaster costs.

The state emergency management staff, headed by the CalOES Director, or by the CalOES Director's designated representative (such as the SOC or REOC Director), is assisted by coordinators designated by state agencies.

Initial Response Actions

When the CalOES State Operations Center and Regional EOC(s) are activated, the ten (10) items listed below constitute the initial response actions to be taken:

- 1) Establish formal activation time and initial staffing pattern for EOC.
- 2) Establish and maintain communications with other EOCs and Department Operations Centers (DOCs).
- 3) Deploy field representatives, as needed, to assess the situation.
- 4) Coordinate and deploy immediate assistance, as requested, through mutual aid.
- 5) Establish/confirm air and ground routes into affected area.
- 6) Determine need for staging areas, mobilization centers, and disaster support areas, and coordinate their establishment.
- 7) Provide/deploy technical assistance to supported elements, as needed.
- 8) Mobilize and stage key resources required to address the potential threat.
- 9) Determine the operational periods and develop action plans for those periods, adjusting the time frame as necessary.
- 10) Monitor and prioritize scarce resources as the situation dictates.

Other State Agency Emergency Responsibilities

The ESA requires that state agencies carry out activities assigned by the governor. They cooperate with each other, CalOES, and other political subdivisions to prepare for, respond to, and mitigate the effects of an emergency. Agency plans must be consistent with the provisions of the administrative orders and the statutory authorities of the individual agency. These plans are reviewed and approved by CalOES. Part Three of the California plan lists planning documents such as Administrative Orders and Standby Orders.

Administrative orders, prepared under the authority of the Governor's Executive Order W-9-91, expand upon and consolidate emergency assignments of state agencies. Additional state agency assignments may be indicated within Standby Orders from the governor. Each agency maintains its own emergency plans and procedures, in accordance with SEMS, to accomplish assigned emergency management tasks. Agency plans may delegate authority and assign responsibilities to divisions, bureaus, field offices, or other components of the agency.

State agencies must ensure that all personnel assigned specific responsibilities in support of this plan are adequately trained and prepared to assume those responsibilities. Agencies of state government retain operational control of their personnel and equipment when tasked to support other state agencies or local jurisdictions.

State agencies may use the CalOES ten initial response actions listed on page 19, the State Agency Disaster Response Planning Guidelines, and the generic State Agency Checklist (Part Two Checklist), for basic actions to consider and implement before, during, and after an emergency.

SOCCCD Responsibilities

Pursuant to the State Emergency Plan, Section 14.26, and in coordination with the Board of Governors for the California Community Colleges, SOCCCD may be required to provide the following services or resources following a declaration of emergency by the governor.

- Hazardous Materials: Dispense hazardous materials preparedness materials to districts
 and colleges and promote the use of science instructors to assist in hazardous materials
 emergencies.
- Care and Shelter: Organize education/college facilities related to Emergency Medical Services and Emergency Welfare Services.
- Public Health and Medical: Coordinate education/college facilities to support emergency medical services and emergency welfare services. Direct districts and colleges to utilize facilities, transportation options, miscellaneous supplies and equipment during emergency and support emergency medical services and emergency welfare services.
- **Public Information:** Supports CalOES Public Information Office in providing information and instructions and coordinates with the education community to conduct exercise activities.

• **Resources:** Provide emergency teams, facilities planners and Information Technology (IT) personnel throughout a response, foreign language instructors to assist and facilities planners and IT personnel for the period of recovery.

Federal Government

By executive order, the president has assigned emergency preparedness and operating responsibilities to certain federal agencies. Overall responsibility is assigned to the Federal Emergency Management Agency (FEMA). Other federal agency assignments are based on their regular functions and capabilities and are detailed in the Federal Response Plan (FRP). Federal emergency management includes the administration of natural disaster relief programs, technological emergencies, and other incidents requiring federal assistance.

Initial requests for federal assistance will be made to and coordinated with the Federal Emergency Management Agency Regional Operations Center (FEMA Region IX ROC) by the CalOES SOC, unless other more specific procedures are agreed upon and contained in mutually approved contingency plans.

Federal agency responsibilities are listed in the Federal Response Plan matrix.

Volunteer Agencies and Non-Governmental Organizations (NGOs)

The American Red Cross (ARC) provides disaster relief to individuals and families, and emergency mass care in coordination with government and private agencies. It receives its authority from a congressional charter that cannot be changed by state or local emergency plans and procedures. In providing their services, the ARC will not duplicate the programs of other public or private welfare agencies, nor will it assume financial responsibility for their actions.

ADMINISTRATIVE PRACTICES

GENERAL DISCUSSION

Adherence to standard administrative and finance procedures is critical because they support proper cost accounting in order to obtain any reimbursement provided through disaster assistance programs. It is essential that all financial management officials involved in record keeping have access to the basic documents which govern Damage Survey Reports (DSRs). The "Subgrantee Disaster Assistance Resource Manual, Disaster Assistance Division/CalOES" describes the use of specialized time reporting documents, reports, travel claims, purchase orders, and Plans, and Supporting Documents.)

Records maintenance continues throughout the cycle of an emergency:

• Prior to the Disaster:

Training and appropriate forms are to be provided, including procedures for all units of the response organization.

• During the Disaster Response:

Care should be taken to ensure that adequate documentation is collected for activities of personnel, use of equipment, and expenditures for the incident.

• After the Disaster Response:

Records must be protected and maintained for audit purposes and potential court actions. It is essential that a single unit be responsible for cost recovery records and that all managers assist in collecting any missing information. Problem areas should be identified, corrective measures taken, and employees retrained in proper procedures.

SPECIFIC PRACTICES

Mutual Aid

Under the terms of the Master Mutual Aid Agreement, Mutual Aid emergency response is provided at no cost to a requesting jurisdiction. *Mutual Aid* Under specific conditions, federal and state moneys may be appropriated to reimburse public agencies who aid other jurisdictions. If other agreements, memoranda, and contracts are used to provide assistance for consideration, the terms of those documents may affect disaster assistance eligibility.

"Lowest Level" Principle

It is the policy of the state that contracts for emergency response needs and disaster repair and restoration be entered into by the lowest level of government possible. Therefore, a local government should enter into a contract before a county, and counties should enter into contracts before the state or state agencies. Local entities bear the cost and may be reimbursed if funds are made available.

State Agency Funding

State agencies may be directed by the governor to incur costs and expend funds from their normal operating budget for disaster assignments. Because of the need to respond to emergency situations immediately, there may be times when it is difficult to secure advance approval for expenditures from the Department of Finance (DOF). For this reason, DOF, under the authority of the California Government Code, §13078, and Executive Order W-9-91, has given standing authority to the Secretary of CalOES to direct any agency to utilize and employ state personnel, property, equipment, and appropriations to prevent or alleviate actual or threatened damage due to an emergency, without prior approval. The cost of such urgency actions by state agencies may not exceed \$25,000 for each emergency incident directed by CalOES. For expenditures above this level, DOF approval is required.

Reimbursement

The California Government Code, §8649, provides that for any state department using its personnel, property, equipment, or appropriation for declared emergencies where the agency's funds are subject to constitutional restrictions, the state department may be reimbursed and the original expenditure considered a temporary loan to the General Fund. It is the state's policy to recover eligible state agency disaster costs from available federal assistance programs. It is each state agency's responsibility to maintain its own records, prepare its own applications for disaster assistance funds, and prepare requests to the Legislature to recoup funds spent on disaster activities.

DOF Assistance

The State Administrative Manual (SAM) provides that, subject to approval by DOF, any state agency may use its personnel, property, equipment, and appropriations in emergencies proclaimed by the Governor. In the event a department is unable to absorb all the costs associated with an emergency response, it should request assistance from DOF. The DOF staff will give immediate attention to the anticipated funding deficiency and provide guidance to the department projecting the shortage. DOF will evaluate and make decisions on each request for supplemental funding on an individual basis.

Damage Survey Reports (DSRs)

Time frames for processing public assistance applications and completing DSRs can vary considerably, given the complexities and difficulty of any given project. The Public Assistance Applicant Packet for State Agencies, Local Government, and Special Districts provides a flowchart titled "Public Assistance Overview," which illustrates the process from a major disaster declaration to final inspection, and payment of retained funds. It is critical to submit complete and accurate information in the application to make timely progress toward project approval.

TRAINING AND EQUIPMENT

TRAINING

The main objective of SOCCCD is efficient and timely response during emergencies. A good plan is a first step toward that objective. However, planning alone will not guarantee preparedness; training is essential to make emergency operations personnel ready to respond effectively. This plan includes provisions for training.

Elements of the Training Program

1) NIMS/SEMS Training: The first element of the program is required training in state and federal mandates for emergency management personnel. The Standardized Emergency Management System (SEMS) administered by California Office of Emergency Services (CalOES) and the National Incident Management System (NIMS) administered by the federal

office of Homeland Security (HS), both establish emergency management laws, policies and procedures for government officials and emergency management personnel.

- 2) Simulation Exercises: The second element of this training program will include emergency simulation exercises that allow personnel to become thoroughly familiar with the procedures, facilities and systems used in emergency situations. These exercises are carried-out in several forms.
 - Orientation Seminars are used to introduce or refresh participants to planning and procedures. They may involve lectures, panel discussions, media presentations or case studies. Such exercises can involve all levels of campus personnel, particularly support service groups.
 - Tabletop Exercises will provide a convenient and low-cost method of introducing officials to scenario-related problem situations for discussions and problem solving. Such exercises are a good way to see if policies and procedures exist to handle certain issues.
 - Functional Exercises will be utilized to simulate actual emergencies. They will involve the complete emergency management staff and are designed not only to exercise procedures, but also to test the readiness of personnel, communications and facilities. Such exercises will be conducted at the EOC level.
 - Full Scale Exercises are the most complex type of exercise, and the ultimate goal of the training program. This is a full performance exercise that adds a field component that interacts with the EOC through simulated messages. These exercises test the planning process, the deployment of resources and the operations of field personnel.

EMERGENCY EQUIPMENT

Extraordinary emergencies, such as a major earthquake with a local or regional impact, could require sustained emergency management operations for up to five days without outside assistance.

The needs of the district, in a sustained emergency situation, require that necessary equipment be in place and in operational order. Designated campus personnel should have procurement cards for use to purchase emergency equipment and supplies. Memorandums of understanding or contracts should be put in place with local vendors to provide access to additional resources if needed. These MOU's and contracts, to the extent possible, should be prepared in coordination with the campus Emergency Management Coordinator.

The Basic Campus Equipment List of items currently stored on each campus is in the Supporting Documents.

PLAN DEVELOPMENT AND MAINTENANCE

This emergency operations plan was developed under the authority conveyed to the chancellor by SOCCCD and the California Community Colleges. The document is synchronized with the campuses, local government, state agencies and the California Community Colleges. This plan has been reviewed and recommended to the chancellor for approval by the SOCCCD Business Continuity Planning Committee. The plan will be maintained by the District Emergency Management Coordinator, and changes or revisions will be published as warranted.

AUTHORITIES AND REFERENCES

California Emergency Services Act
Natural Disaster Assistance Act
California Code of Regulations, Title 19
Governor's Executive Order W-9-91*
California Disaster and Civil Defense Master Mutual Aid Agreement
State of Emergency Orders and Regulations (Made in advance of a State of Emergency -Standby Orders)
State of War Emergency Orders and Regulations (Made in advance of a State of War Emergency-- Standby Orders)
Robert T. Stafford Disaster Relief and Emergency Assistance Act (as amended)
The Federal-State Agreement
Title 44 Code of Federal Regulations

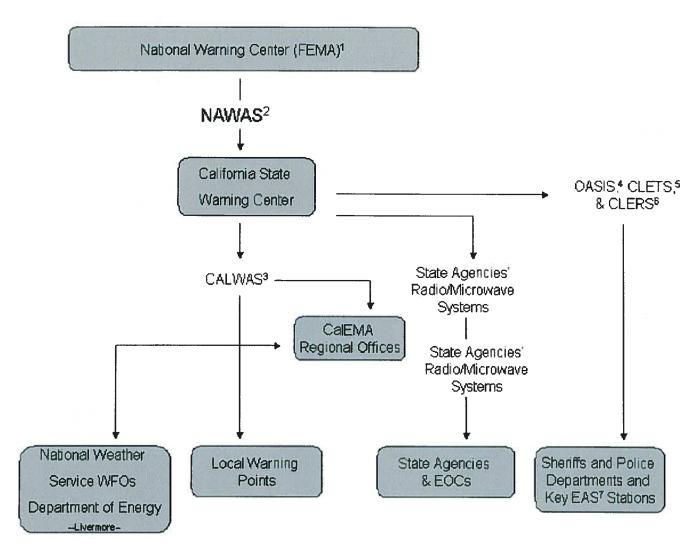
Other related authorities are contained in Part Three of this plan.

*The Governor's Order directs the secretary of CalOES to prepare the State of California's Emergency Plan and to coordinate the activities of all state agencies during the preparedness and response phases of emergencies. The Executive Order also directs state government organizations to submit agency emergency plans and procedures to the secretary of CalOES for review and approval prior to publication, provide personnel emergency training, define lines of succession, and ensure effective use of resources during response and recovery.

Part IB

ATTACHMENTS: ADMINISTRATIVE FUNCTIONS AND OPERATIONS

PART IB Attachment A CALIFORNIA WARNING SYSTEM (NAWAS)



¹Federal Emergency Management Agency

PART IB Attachment B EARTHQUAKE WARNING SYSTEM

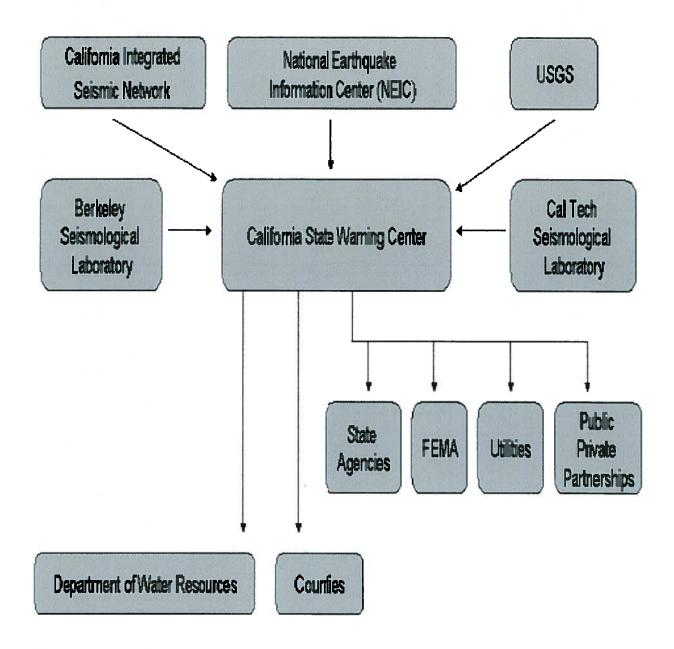
Operational Areas Satellife Information System

⁶ California Law Enforcement Radio System

²National Warning System

⁶ California Law Enforcement Teletype System ³California Warning System

⁷Emergency Alert System



PART IB Attachment C EMERGENCY PROCLAMATION: LOCAL EMERGENCY

WHO PROCLAIMS*	BASED ON WHAT CRITERIA							
Governing body of a county, city and county, or city or by an official so designated by ordinance adopted by the governing body	Existence of conditions of disaster or of extreme peril to the safety of persons and property within the territorial limits of a city, city and county, or county caused by such conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, the governor's warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than conditions resulting from labor controversy, which conditions are or are likely to be beyond the control of the services, personnel, equipment, and facilities of that political subdivision and require the combined forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requiring extraordinary measures beyond the authority vested in the California Public Utilities Commission.							
WHO PERFORMS*	SOME KEY ACTIVITIES AFTER PROCLAMATION							
City, city and	• Request the governor to proclaim a state of emergency.							
county, or county	• Promulgate or suspend local orders and regulations as necessary to provide for the protection of life and property including issuing orders or regulations imposing a curfew within designated boundaries.							
	 Exercise full power to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements. 							
	Request state agencies to provide mutual aid.							
	• Require emergency services of any local official or employee.							
	• Requisition necessary personnel and materials from any local department or agency.							
	• Obtain vital supplies and equipment, and if required, immediately commandeer these for public use.							
	• Impose penalties for violation of lawful orders.							
	 Conduct operations under emergency conditions with broadened immunities from legal liability for performance or failure of performance. 							
	 Review declarations of local emergency every 14 days (or every 21 days if the board/council does not meet at least weekly) in accordance with Emergency Services Act, Section 8630. 							

^{*} For further details regarding the activities, authorities, and responsibilities for disaster declarations refer to the California Emergency Services Act.

PART IB Attachment D SUMMARY OF LOCAL JURISDICTION RESPONSIBILITIES

PREPAREDNESS	RESPONSE/RECOVERY-MUTUAL AID	HAZARD MITIGATION (in coordination with the GAR*)
 Identify all hazards that may pose a major threat to the jurisdiction. Develop and maintain up-to-date emergency plans consistent with the State Emergency Plan and the California Master Mutual Aid Agreement. Develop maps of jurisdiction showing areas subject to disasters. 	 Provide state OES with estimates of the severity and extent of damage resulting from a disaster, including dollar values of both public and private sustained as well as estimates of resource costs required to alleviate the situation. Dispatch situation reports to the operational area coordinator and OES mutual aid region as the emergency situation develops and changes. Identify multipurpose staging areas for support of recovery activities. Maintain liaison with the OES mutual aid region and neighboring jurisdictions. 	 Obtain concurrence for the findings and recommendations of the joint survey, then follow up on those to ensure that timely and adequate local and state hazard mitigation actions are taken. Provide technical assistance to eligible applicants for accomplishing stateapproved hazard mitigation actions. Arrange for state inspection to verify
 Develop plans for meeting all conditions which could constitute a local emergency. Develop standard forms available for use in requesting the Governor to proclaim a State of Emergency. 	 Request assistance from neighboring jurisdictions and the operational area. Respond to emergency regulations issued by the Governor. Respond to mutual aid requests. Use resources received from neighboring jurisdictions and from state, federal, and private agencies. 	 compliance with approved hazard mitigation measures. Accomplish hazard mitigation planning in accordance with federal/state agreement. Submit a final report of compliance with state and local hazard mitigation requirements to the FEMA Regional Director for review and acceptance.

^{*}Governor's Authorized Representative

PART IB Attachment E CALIFORNIA MUTUAL AID SYSTEM

Introduction

The foundation of California's emergency planning and response is a statewide mutual aid system which is designed to ensure that adequate resources, facilities, and other support are provided to jurisdictions whenever their own resources prove to be inadequate to cope with a given situation(s). The basis for the system is the California Disaster and Civil Defense Master Mutual Aid Agreement as provided for in the California Emergency Services Act. This Agreement was developed in 1950 and adopted by California's incorporated cities and by all 58 counties. It created a formal structure within which each jurisdiction retains control of its own personnel and facilities but may give and receive assistance. State government, on the other hand, is obligated to provide available resources to assist local jurisdictions in emergencies.

To facilitate the coordination and flow of mutual aid, the state has been divided into six California Office of Emergency Services (CalOES) Mutual Aid Regions (see map on page 6). Through this mutual aid system, CalOES can receive a constant flow of information from every geographic and organizational area of the state. This includes direct notification from a state agency or department or from a local government entity that a disaster exists or is imminent. In some cases, it also includes information that makes it possible to anticipate an emergency and mitigate its effects by accelerated preparations, or perhaps prevent a situation from developing to disaster proportions.

To further facilitate the mutual aid process, particularly during day-to-day emergencies involving public safety agencies, fire coordinators and law enforcement coordinators have been selected and function at the Operational Area (countywide), Mutual Aid Region (two or more counties), and at the state (CalOES) level. It is expected that during a catastrophic event, such as an earthquake, coordinators will be assigned at all levels for other essential services (e.g., medical, care and shelter, rescue, etc.).

RESPONSIBILITIES AT OPERATIONAL LEVELS

Campuses

The campus is responsible for:

- Developing and maintaining current emergency planning that is compatible with the California Emergency Plan and the California Master Mutual Aid Agreement, which includes provisions for applying campus resources to meet the emergency requirements of the campus or its neighbors and coordinating such planning with those of neighboring jurisdictions. Periodic training and testing of planning are required.
- Identifying staging areas to provide rally points for incoming mutual aid.
- Responding to requests for mutual aid.
- Dispatching situation reports through established channels as the emergency situation

develops and as changes in the emergency situation dictate.

- Requesting assistance from neighboring jurisdictions and/or the Operational Area, as necessary and feasible.
- Receiving and deploying resources as may be provided by neighboring jurisdictions and state, federal, and private agencies.
- Carrying out emergency regulations issued by the governor.

Local Jurisdictions (SOCCCD)

Local jurisdictions are responsible for:

- Developing and maintaining current emergency planning that is compatible with the California Emergency Plan and the California Master Mutual Aid Agreement and are designed to assist the campuses in meeting the emergency requirements of the immediate community or its neighbors and in coordinating such planning with those of neighboring jurisdictions to ensure mutual compatibility.
- Identifying Multipurpose Staging Areas, in coordination with the colleges, to provide rally points for incoming mutual aid and/or a staging area for support and recovery activities.
- Responding to requests for mutual aid.
- Dispatching situation reports to the appropriate Operational Area Coordinator and/or CalOES Mutual Aid Region as the emergency situation develops and as changes in the emergency situation dictate.
- Requesting assistance from neighboring jurisdictions and/or the Operational Area, as necessary and feasible.
- Receiving and deploying resources as may be provided by neighboring jurisdictions and state, federal, and private agencies.
- Carrying out emergency regulations issued by the governor.

Operational Area

Coordinators at the Operational Area level are responsible for:

- Coordinating intra-county mutual aid.
- Maintaining liaison with the appropriate CalOES Mutual Aid Region Coordinator, the local jurisdictions within the county, and neighboring jurisdictions.
- Identifying Multipurpose Staging Areas to provide rally points for incoming mutual aid and/or staging areas for support and recovery activities.
- Channeling local mutual aid requests that cannot be satisfied from within the county to the appropriate CalOES Mutual Aid Region Coordinator.
- Dispatching reports to the appropriate CalOES Mutual Aid Region Coordinator as the emergency situation develops and as changes in the emergency situation dictate.

- Receiving and employing resources provided by other counties and by state, federal, and private agencies.
- Carrying out emergency regulations issued by the governor.

CalOES Mutual Aid Region

Coordinators at the CalOES Mutual Aid Region level are responsible for:

- Maintaining liaison with appropriate state, federal, and local emergency response agencies located within the region.
- Providing planning, guidance and assistance to local jurisdictions.
- Responding to mutual aid requests submitted by local jurisdictions and/or Operational Area Coordinators.
- Receiving, evaluating, and disseminating information on emergency operations.
- Providing the secretary, CalOES, with situation reports and, as appropriate, recommending courses of action.

State Office of Emergency Services

- Performs executive functions assigned by the governor.
- Coordinates the extraordinary emergency activities of all state agencies.
- Receives, evaluates, and disseminates information on emergency operations.
- Prepares emergency proclamations and orders for the governor and disseminates to all concerned.
- Receives, processes, evaluates, and acts on requests for mutual aid.
- Coordinates the application of state mutual aid resources and services.
- Receives, processes, and transmits requests for federal assistance.
- Directs the receipt, allocation, and integration of resources supplied by federal agencies and/or other states.
- Maintains liaison with appropriate state, federal, and private agencies.
- Coordinates emergency operations with bordering states.

Other State Agencies

Provide mutual aid assistance to local jurisdictions commensurate with capabilities and available resources.

POLICIES AND PROCEDURES

- Mutual aid resources will be provided and utilized in accordance with the California Master Mutual Aid Agreement and supporting separate agreements.
- During a proclaimed emergency, inter-jurisdictional mutual aid will be coordinated at the

appropriate Operational Area or Mutual Aid Regional level whenever the available resources are:

- Subject to state or federal control
- Subject to military control
- Located outside the requesting jurisdiction
- Allocated on a priority basis
- Due to the incompatibility of radio communications equipment between most agencies, local agencies should, where possible, provide incoming mutual aid forces with portable radios using local frequencies.
- Requests for and coordination of mutual aid support normally will be accomplished through established channels (cities to Operational Areas, to Mutual Aid Regions, to state). Requests should include, as applicable:
 - Number of personnel needed
 - Type and amount of equipment
 - Reporting time and location
 - Authority to whom they are to report
 - Access routes
 - Estimated duration of operations

REFERENCES

Mutual aid assistance may be provided under one or more of the following:

- California Fire and Rescue Emergency Plan
- California Law Enforcement Mutual Aid Plan
- Local Mutual Aid Agreement
- Federal Disaster Relief Act of 1974

Part IIA

DISASTER OPERATIONS: RESPONSE AND RECOVERY

SOCCCD RESPONSE AND RECOVERY ACTIVITIES

EMERGENCY MANAGEMENT ORGANIZATION

This section specifies the responsibilities and tasks assigned to the SOCCCD Emergency Management Organization to ensure effective management of emergency operations. It provides information about the SOCCCD emergency management structure, activation of emergency response and recovery procedures, and Emergency Operations Center (EOC) data.

THE INCIDENT COMMAND SYSTEM

In order for all public service sectors to use the same terminology, the emergency management organization is arranged by functional responsibility. These responsibilities are grouped according to the Incident Command System (ICS) format to show the various duties and reporting relationships in each different ICS section. The functions are divided into five sections: Command/Management, Operations, Logistics, Planning/ Intelligence, and Finance/Administration. The personnel within the sections report to a Section Coordinator, which facilitates efficient response and establishes a single point of contact for each task. The following pages will provide descriptions and duties of each function within each of the ICS sections as well as checklists to help direct the actions of responders in the EOC.

The branches of the emergency organization are multi-disciplined; organized and structured according to the SEMS (Standardized Emergency Management System) organization; and relate to the Emergency Service Functions of the Federal Response Plan (FRP). Lead and support departments are identified in the matrix referenced in this part. Additional assignments may be made as necessary to carry out response and recovery activities.

SOCCCD will have overall responsibility for:

- Organizing, staffing, and operating the SOCCCD EOC
- Supporting communications and warning systems
- Providing information and guidance to each campus community
- Monitoring information on the status of resources, services, and operations
- Monitoring overall operations
- Providing or obtaining support for each campus

- Analyzing hazards and recommending appropriate countermeasures
- Collecting, evaluating, and disseminating damage assessment and other essential information in support of the campuses
- Providing status and other reports to the Operational Area EOC (if activated)

COMMAND STRUCTURE

As required by the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS), SOCCCD's response operations will be managed and directed by SOCCCD personnel using the Incident Command System (ICS). During the course of an incident or an emergency, the first responder will initially act as the EOC Director, and the level of response may be escalated based on the judgment of the EOC Director at the time. The first responder, subsequent line of personnel, and the SOCCCD Emergency Response Teams are expected, and fully empowered, to act as the EOC Director(s) and direct all response activities until termination of the emergency or until relieved by a person of higher authority.

SOCCCD's overall response to an emergency will be coordinated among District Services and the colleges. The college EOC Director will manage the response from the affected college, along with the Operations Section Chief, Planning/Intelligence Section Chief, Logistics Section Chief, and the Finance/Administration Section Chief.

During the assessment period, emergency response, and recovery phase, all appropriate SOCCCD staff will be under the direction of the SOCCCD EOC Director. This transfer of responsibilities is critical in order to ensure that all actions will be properly organized and coordinated. Key EOC Director responsibilities include:

- Evaluating the risk potential
- Determining source and possible effect
- Delegating responsibility and authority
- Assessing priorities in terms of allocating manpower, materials, and equipment
- Mobilizing and managing proper response effort, both internal and external
- Establishing communications with management

The SOCCCD EOC Director will be assisted by the EOC and/or Business Continuity Planning CommitteeTeam.

UNIFIED COMMAND

One of the key reasons for using a standardized ICS approach is the ability to adapt the emergency response to the particular event. Standardized ICS provides an organized platform for readily and rapidly integrating other emergency response organizations that also use a

standardized ICS, e.g., SOCCCD or county emergency response organizations and private industry mutual aid companies.

Following the arrival of multiple Public Safety Services, and at the discretion of the EOC Director, a Unified Command ICS structure may be established. For a Unified Command structure, key like-positions of both emergency support teams are paired and decisions are typically made jointly; however, the site appropriate EOC Director retains ultimate authority for his/her SOCCCD site. These authorities apply to command and control issues, as well as location of the Incident Command Post. If a Unified Command is established, EOC Directors should be co-located to facilitate Unified Command communication.

AREA COMMAND

According to NIMS, an Area Command is activated only if necessary, depending on the complexity of the incident and incident management span-of-control considerations. An agency administrator or other public official with jurisdictional responsibility for the incident usually makes the decision to establish an Area Command. An Area Command is established either to oversee the management of multiple incidents that are being handled by a separate ICS organization or to oversee the management of a very large incident that involves multiple ICS organizations, such as would likely be the case for incidents that are not site specific, geographically dispersed, or evolve over longer periods of time (e.g., bioterrorism event). An Area Command oversees management of the incident, while an EOC coordinates support functions and provides resources support. Because tactical operations are determined on-scene, the Area Command does not include an Operations Section in the Incident Command. Area Command responsibilities include: 1) set overall incident related priorities, 2) allocate critical resources, 3) ensure incidents are properly managed, 4) ensure incident management priorities are met and do not conflict, 5) identify critical resource needs and report them to the EOC, and 6) ensure short-term recovery is coordinated. Area Command can be established at any of the SOCCCD sites. An example of where an Area Command could be used is in the situation involving a biohazard or pandemic outbreak.

FUNCTIONAL MATRIX: EMERGENCY RESPONSE ROLES OF SOCCCD UNITS

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RESPONSIBILITIES UNDER INCIDENT COMMAND SYSTEM OPERATIONS																										
	MANAGEMENT					PLANS					*SOCCCD PROVIDES SUPPORT								LOGISTICS				FINANCE			
SOCCCD OFFICES	POLICY/EOCEXECUTIIVE	E O C D I R E C T O R	P U B L I C I N F O R M A T I O N	S A F E T Y	L I A I S O N	S I T U A T I O N A N A L Y S I S	D O C U M E N T A T I O N	M E S S A G E C E N T E R / W E B E O C	D I S P L A Y P R O C E S S O R	A L E R T & W A R N I N G	L AW ENFORCEMENT/TRAFFIC	HAZMAT/SEARCH & RESCUE	D I S A S T E R M E D I C A L	P U B L I C H E A L T H	C O R O N E R	C A R E & S H E L T E R	M O V E M E N T	E MERGENCY COMMUNICATIONS	CONSTRUCTION / ENGINEERING	INFORMATION TECHNOLOGY	U T I I T I E S	T R A N S P O R T A T I O N	PERSONNEL / VOLUNTEERS	F I NANCIAL SERVICES	SUPPLY/PROCUREMENT	T I M E K E E P I N G / C L A I M S
Chancellor	P																									
VC Technology		P			P																					
Public Affairs			P					P	P	P																
Facilities Planning											S	S					S		S		Р	S			S	
Risk Management				P								S	S	S	S	S					ĺ		S			P
Purchasing															T	S									P	
Information Technology Fiscal Services						P	Р	s	s	s								s		P				_		
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Human Resources									_	_				<u> </u>		S	<u> </u>	_		<u> </u>	<u> </u>	<u> </u>	P		1_	S
Public Safety							_	_					<u> </u>	_	<u> </u>	<u> </u>				igspace	<u> </u>	$oxed{oxed}$				
Technical Staff			_			S												L_		_	<u> </u>	L				
Outside Mutual Aid												P	P													

Keys terms are defined as follows:

Primary (P): Responsible for the overall management or coordination of a particular function.

Support (S): Responsible for providing support to a particular function.

SOCCCD RESPONSE AND RECOVERY ACTIVITIES

RESPONSE ACTIVITIES

RECOVERY ACTIVITIES

Management Liaison

Public Information

Safety

Planning/Intelligence

Situation Status & Analysis

Documentation

Mobilization/Demobilization

Advance Planning Technical Specialists

Operations

Law Enforcement Fire and Rescue Communications Health Services Care and Shelter

Construction and Engineering

Utilities

Hazardous Materials

Logistics

Information Systems and Communication

Transportation Personnel Procurement

Facilities Coordination Resource Tracking

Finance/Administration

Time Reports

Compensation and Claims

Cost Accounting

Damage Survey Report Record-Keeping

Procurement

Management

Government Liaison Public Information

Safety

Planning/Intelligence

Situation Status & Analysis

Documentation

Mobilization/Demobilization

Advance Planning Action Planning

Operations

Access Control and Property Security

Individual Assistance
Communications
Public Health

Long Term Shelter Operations

Damage Assessment Utility Restoration Hazardous Materials Hazard Mitigation

Logistics

Information Systems and Communications

Staffing Services
Procurement

Facilities Coordination Resource Tracking

Finance/Administration

Time Reports

Compensation and Claims

Cost Accounting

Damage Survey Report Record-Keeping

Procurement

SOCCCD EMERGENCY MANAGEMENT RESPONSIBILITIES

This section provides a synopsis of the emergency management responsibilities.

POLICY GROUP

In addition to the ICS functions is the important decision-making role of the Policy Group. This group includes the chancellor and the executive committee. The vice chancellor of technology and learning services, acting in the role of EOC Director, advises the chancellor as to the extent of an emergency. The chancellor, in the capacity of Emergency Operations Executive (EOE), directs the development and preparation, including policies and procedures, of the Emergency Operations Plan to ensure readiness. The EOE will advise the Policy Group of the need to establish goals and objectives for SOCCCD operations for the duration of the recovery period. Examples include (1) when to close or reopen campuses for classes, (2) emergency budgetary policy, and (3) how to proceed with rebuilding.

COMMAND STAFF

The Command Staff is responsible for overall emergency policy implementation and coordination. The SOCCCD Command Staff should carryout their activities in coordination and support of with the affected campus or campuses. The Command Staff includes the EOE, EOC Director, and the following positions:

Public Information Officer The Public Information Officer is responsible for developing and releasing information about emergency operations to the news media, to personnel involved in the operation, and other appropriate agencies and organizations in coordination with the affected campus(es). Additional support may be drawn from other local and state agencies, volunteers, or participants in the Public Information Officer Mutual Aid Program.

Safety Officer The Safety Officer develops and recommends measures for assuring personnel safety, assessing and/or anticipating hazardous and unsafe situations, and taking corrective measures. This position also ensures that staff receives stress management services.

Liaison Officer The Liaison Officer ensures staffs representing other agencies receive a preliminary briefing on the current emergency operations and are assigned to the appropriate functions within the EOC.

GENERAL STAFF

The General Staff is responsible for the functional operations in response to an emergency. The SOCCCD General Staff should carryout their activities in coordination with and in support of the affected campus or campuses. The General Staff includes the following responsibilities and staff positions:

OPERATIONS SECTION Operations is responsible for coordinating all jurisdictional operations in support of the response to the emergency through implementation of the organizational level's action plan. **This is a college function**.

The Operations Section is headed by a Section Chief and includes the following units.

Operations Section Chief Responsible for the management of all operations directly applicable to the primary mission. The Operations Chief activates and supervises organizational staff in accordance with the Incident Action Plan, and directs its execution. The Operational Chief also requests and/or releases resources, makes expedient changes to the Incident Action Plan as necessary, and reports such to EOC Director.

Fire and Rescue Fire and Rescue monitors the status of fire mutual aid activities. This unit provides support to Urban Search and Rescue (USAR) efforts and other technical rescues occurring in the urban environment. It provides non-fire support, as needed, to other branches.

Law Enforcement Law Enforcement performs functions in accordance with the Law Enforcement Mutual Aid Plan. This unit coordinates and monitors law enforcement activities. It provides support to USAR efforts. It also provides law enforcement protection of district facilities and occupants; traffic supervision and control; physical security of EOC and policy group.

Communications Center Coordinates all aspects of radio communications. SOCCCD will monitor emergency communications via 800 MHz and 400UHF radio, and WebEOC.

Disaster Medical Disaster Medical coordinates 'first responder' medical response and operations, and provides emergency medical treatment at a facility or triage center. Provides crisis counseling services for disaster victims and mass care workers. SOCCCD personnel will focus primarily on public health issues.

Care and Shelter Care and Shelter is responsible for mass care and shelter of persons displaced by a disaster, the set-up and maintenance of mass care facilities, and coordination of feeding operations. SOCCCD will assist in identifying on campus sheltering resources, and subsistence if needed.

Construction and Engineering Construction and Engineering provides construction and engineering resources during a disaster. It provides initial and rapid damage survey of roadways, assists with debris removal, inspects and reports damage to buildings and elevators and provides traffic control, traffic diversion, and alternate route identification. It may also be asked to assist with security and access control to damaged systems. SOCCCD Facilities Planning may be asked to assist with this task and lead recovery efforts.

Utilities Utilities coordinates shut-off or safe operation of utilities in coordination with service providers. SOCCCD may coordinate district mutual aid between campuses and sites.

Hazardous Materials Hazardous Materials monitors hazardous materials (hazmat) incidents. This unit assists with the coordination of resources for response to hazmat and radiological incidents. This may be a priority for SOCCCD Risk Management.

PLANNING/INTELLIGENCE SECTION The Planning/Intelligence Section is responsible for collecting, evaluating, and disseminating information; developing the organizational level's

action plan in coordination with the other functions in coordination with the SOCCCD EOC; and maintaining documentation of the incident. The Planning/ Intelligence section is headed by a Section Chief and includes the following units.

Planning/Intelligence Section Chief Responsible for the collection, evaluation, dissemination and use of information about the development of the incident and status of resources. Information is needed to a) understand the current situation, b) predict probable course of incident events, and c) assist in preparing alternative strategies and control operations for the incident.

Situation Status and Analysis Situation Status and Analysis prepares the situation report, maintains status information in WebEOC database (a computerized information system) and on status boards (electronic or manual), analyzes and verifies data, and prepares the Action Plan and operations.

Mobilization/Demobilization Mobilization/Demobilization works with Operations and Logistics to help plan the mobilization of personnel, equipment, and facilities. It also prepares the demobilization plan and monitors its execution.

Advance Planning Advance Planning identifies situations that may impact emergency operations beyond the current operational period. The liaison to recovery activities is established in this unit.

LOGISTICS SECTION The Logistics Section is responsible for providing facilities, services, personnel, equipment, and materials in support of an emergency. The Logistics section is headed by a Section Chief. Logistics includes the following units.

Logistics Section Chief Responsible for providing facilities, services and material in support of the incident. The Logistics Section Chief participates in development and implementation of the Incident Action Plan and activates, and supervises the elements within the Logistics Section. SOCCCD may be required to identify support elements from other units within the District to assist.

Information Systems and Communications Information Systems and Communications Unit coordinates all aspects of telecommunications including computer systems, telephones, fax, and satellite communications. SOCCCD provides support for this responsibility.

Transportation Transportation Unit coordinates all aspects of transportation in support of emergency operations. SOCCCD Transportation Services may be requested to support campus needs.

Personnel and Volunteers Personnel and Volunteers Unit coordinates the acquisition of staff, develops staffing patterns and shift assignments, and ensures that personnel are provided to support emergency operations. SOCCCD provides support for this responsibility.

Facilities Coordination Facilities Coordination Unit develops facilities plans such as mobilization centers, disaster support areas or staging areas, shelters, and campus evacuation points. It oversees set-up and installation of utilities, communications, and office equipment, and ensures facilities maintenance. SOCCCD will support campus operations.

Resource Tracking Resource Tracking is responsible for tracking the status of resources. This unit coordinates with discipline-specific mutual aid sub-systems regarding mutual aid tracking. SOCCCD provides support for this responsibility.

FINANCE/ADMINISTRATION SECTION The Finance/Administration Section is responsible for financial activities and administrative aspects not assigned to the other functions. SOCCCD will play a significant role with providing fiscal support to a campus or campuses. The Finance/Administration section is headed by a Section Chief and includes the following units.

Finance Section Chief Responsible for all financial and cost analysis aspects of the incident, and for supervising the elements in the Finance Section.

Time Reports Unit Time Reports ensure employees maintain and submit complete and accurate personnel time keeping records and costs associated with personnel. Time Reports also collect equipment time from operators. SOCCCD provides support for this responsibility.

Procurement Unit Procurement arranges for the purchase of supplies and equipment. Develops and manages contracts for services in support of emergency operations. This unit maintains a record of procured items, and tracks and coordinates delivery of supplies. SOCCCD provides support for this responsibility.

Compensation and Claims Unit Compensation and Claims manages worker's compensation and claims actions. SOCCCD provides support for this responsibility.

Cost Accounting Unit Cost Accounting maintains costs on response activities, including oversight for all state financial transactions. SOCCCD provides support for this responsibility.

Damage Survey Report Unit Damage Survey Report Record Keeping manages the DSR Record Keeping process throughout the response phase. This unit will work in coordination with SOCCCD Fiscal Services. SOCCCD provides support for this responsibility.

See 'SOCCCD Emergency Management Organization', Attachment A; and the listing of designees for the Emergency Operations Center staff.

MINIMUM ACTIVATION REQUIREMENTS PER SEMS REGULATIONS

Notes: This matrix highlights the flow of SEMS activation requirements. Activation of an operational area EOC triggers activation of the regional EOC that, in turn, triggers activation of the state level EOC.

MINIMUM ACTIVATION REQUIREMENTS PER SEMS REGULATIONS

Shaded areas = not applicable to SEMS Levels	SEMS LE		EMB REG	Diffici	
Single died in the service of the se	Field	Local	Operational		
Situations identified in SEMS Regulations:	Response	Government	Area	Regional	State
Incident involving two or more emergency response agencies §2407(a)(1)	Use ICS	45.02			
Local emergency proclaimed* §2407(a)(2)	Use ICS	Use SEMS			
Local government EOC activated §2407(a)(1)	Use ICS	Use SEMS			
Local government activates EOC and requests operational area EOC activation §2407(a)(1)	Use ICS	Use SEMS	Activate EOC	Activate EOC	Activate EOC
Two or more cities within an operational area proclaim a local emergency §2409(f)(2)	Use ICS	Use SEMS	Activate EOC	Activate EOC	Activate EOC
County and one or more cities proclaim a local emergency §2409(f)(3)	Use ICS	Use SEMS	Activate EOC	Activate EOC	Activate EOC
City, city and county, or county requests governor's state of emergency proclamation §2409(f)(4)	Use ICS	Use SEMS	Activate EOC	Activate EOC	Activate EOC
Governor proclaims a state of emergency for county or two or more cities §2409(f)(5)	Use ICS	Use SEMS	Activate EOC	Activate EOC	Activate EOC
Operational area requests resources from outside its boundaries** §2409(f)(6)	Use ICS	Use SEMS	Activate EOC	Activate EOC	Activate EOC
Operational area receives resource requests from outside its boundaries** §2409(f)(7)	Use ICS	Use SEMS	Activate EOC	Activate EOC	Activate EOC
An operational area EOC is activated §2411(a)	Use ICS	Use SEMS	Activate EOC	Activate EOC	Activate EOC
A regional EOC is activated §2413(a)(1)	Use ICS	Use SEMS	Activate EOC	Activate EOC	Activate EOC
Governor proclaims a state of emergency §2413(a)(2)	Use ICS	Use SEMS	Activate EOC	Activate EOC	Activate EOC
Governor proclaims an earthquake or volcanic prediction §2413(a)(3)	Use ICS	Use SEMS	Activate EOC	Activate EOC	Activate EOC

Notes: This matrix highlights the flow of SEMS activation requirements. Activation of an operational area EOC triggers activation of the regional EOC which, in turn, triggers activation of the state level EOC.

^{*} The EOC is usually activated, but in some circumstances, such as agricultural emergencies or drought, a local emergency may be proclaimed without the need for EOC activation.

** Does not apply to requests for resources used in normal day-to-day operations which are obtained through existing mutual aid agreements providing for the exchange or furnishing of certain types of facilities and services as provided for under the Master Mutual Aid Agreement.

§ Indicates sections in the California Code of Regulations, Title 19, Division 2, Chapter 1 (SEMS)

Part IIB

ATTACHMENTS: ADMINISTRATIVE ROLES

PART IIB Attachment A SOCCCD EMERGENCY MANAGEMENT ORGANIZATION

ASSIGNMENT

DESIGNEE

Management

Policy/Emergency Operations Executive

EOC Director

Public Information Officer

Safety Officer Liaison Officer

Operations Section Chief

HazMat

Disaster Health Services

Care & Shelter Communications

Logistics Section Chief

Construction/Engineering

Supply

Transportation Damage Assessment **Telecommunications**

Personnel/Volunteers

Planning Section Chief Situation Analysis

Documentation

Message Center/Display Processor

Finance Section Chief

Cost Accounting **Procurement**

Compensation and Claims

Chancellor

VP Technology & Learning Services

District Director, Public Affairs & Marketing

District Director, Risk Management

SOCCCD Designee

District Director, Facilities Planning

District Director, Risk Management

Director, Risk Management Designee, Human Resources Designee, Technology Services

District Director, Facilities Planning

District Asst. Director, Facility Planning

Designee, Purchasing

Designee, Facilities Planning Designee, Facilities Planning

Director, Information Technology Services

Designee, Human Resources

Designee, Technology Services Designee, Technology Services

Designee, Public Affairs & Marketing

Designee, Public Affairs & Marketing

District Director, Fiscal Services

Designee, Fiscal Services Designee, Fiscal Services

Designee, Fiscal Services

These staff members will normally operate from the SOCCCD EOC, which is located in the District IT training room. The alternate EOC is Saddleback Police Department Mobile EOC. The alternate location would be used when the primary EOC is damaged, uninhabitable or better suited as a location from which to manage an emergency.

Part IIC

CHECKLISTS: EOC MANAGEMENT

POLICY GROUP

(Page 1 of 2)

Reports to: EOC Director/ Chancellor.			
Reports to:	EOC Director/ Chancellor.		
Location:	 Maintains availability to EOC Director, Chancellor and other Emergency Oper (EOC) Command Staff, by phone, fax and e-mail for conference calls, consulta Upon request, may report to EOC for meetings, briefings, or other critical need 	ation or meetings.	
Primary Responsibilities:	 Serve as a strategic policy team for the SOCCCD EOC. Approve large funding expenditures and emergency capital projects, as needed facilities and maintain programs. Transition, as assigned, into the SOCCCD Recovery Team. 	to restore college	
Support Responsibilities:			
 Maintain SOCCCD & personal phones, cell phones, e-mail accounts and e-mail enabled phone. Provide SOCCCD PD Emergency Management Program with up-to date telephone, cellutelephone, e-mail and e-mail enabled smart phone contact information. Electronic and or hard copy of SOCCCD Emergency Response Management Plan. 		hone, cellular	
	PROCEDURES	TIME/ DATE	
EMERGENCY RESP	ONSE:		
Operations Cer	1. Report, as requested by the EOC Director and/or the Chancellor to the SOCCCD's Emergency Operations Center or if request attend via conference call. Meet as a team to provide strategic leadership to the EOC Director.		
operations. Pro	EOC Director to identify and address issues which impact overall SOCCCD ovide direction regarding such issues and establish emergency policy, as necessary, emergency response and recovery operations.		
	on, as needed, to the Public Information Officer in conveying a positive and sition of SOCCCD regarding disaster operations and impacts to SOCCCD programs.		
others who wo	ademic Coordinator/Critical Programs with communication to SOCCCD staff and reduced recover facilities as quickly as possible.		

POLICY GROUP

(Page 2 of 2)

	PROCEDURES	TIME/ DATE	
EME	EMERGENCY RESPONSE (Cont.):		
5.	As damage assessment information becomes available, provide direction to the EOC Director regarding urgent capital projects for the restoration of buildings and facilities.		
6.	Begin the strategic plan for recovery of SOCCCD programs and services.		
DEA	CTIVATION/RECOVERY:		
1.	As appointed by the Chancellor and the EOC Director, transition to the Recovery Team		
2.	Assist with information for the After-Action Report and recommendations for procedural changes.		

CHANCELLOR'S CHECKLIST

(Page 1 of 2)

Location:	 Maintains availability to EOC Director, and other Emergency Operations Center Command Staff, by phone, fax and e-mail for conference calls, consultation or Upon request, may report to EOC for meetings, briefings, or other critical need 	meetings.	
Primary Responsibilities:	 Proclaim SOCCCD emergencies. If requested, serve as the official SOCCCD spokesperson. Notify and inform key SOCCCD constituents and stakeholders. Provide direction for the resumption of research and educational programs. Appoint a team to manage the recovery process. 		
Support Responsibilities:	 Provide overall direction for policy issues. Provide overall direction for the priorities in the recovery process. 		
 Equipment & Supplies: Maintain SOCCCD & personal phones, cell phones, e-mail accounts and e-mail ena smartphone. Provide Campus Police Emergency Management with up-to date telephone, cellular telephone, e-mail and e-mail enabled smart phone contact information. Electronic and or hard copy of SOCCCD Emergency Operations Plan. 			
	PROCEDURES TIME/ DAT		
EMERGENCY RESPONSE:			
	of an emergency or crisis which impacts SOCCCD, contact the SOCCCD EOC establish communication channels in order to maintain contact with and receive the EOC.		
explaining wh	by the EOC, declare a state of emergency for SOCCCD. Issue a brief statement by SOCCCD is in an emergency. Inform key SOCCCD constituents and stakeholders organcy, as needed. If necessary, inform the impacted president of the status of		
3. Provide support and direction to the EOC Policy Group regarding the interruption to research and academic programs. Provide support, as needed, regarding priorities and communicating messages to SOCCCD academic staff.			
4. Serve, if reque	ested, as the official spokesperson for SOCCCD.		

CHANCELLOR'S CHECKLIST

	PROCEDURES	TIME/ DATE
DEA	CTIVATION/RECOVERY:	
1.	If it is a large scale emergency or disaster, which causes extensive damage or other losses to the SOCCCD, provide leadership in contacting key stakeholders, other universities, and/or any public or private resource which may be able to provide assistance for recovering critical research and academic programs.	
2.	Provide support and direction to the recovery team and support the EOC Director in the development of the SOCCCD recovery plan.	
3.	Request an After-Action Report of the emergency response from the EOC Director.	
4.	Send acknowledgments to all agencies and services that supported SOCCCD during the emergency.	

(Page 2 of 2)

(Page 1 of 5)

Reports to:	The EOC Director acts as the EOC Director for SOCCCD	
Location:	SOCCCD Emergency Operations Center (EOC)	
Primary Responsibilities: Activate and deactivate the Emergency Operations Plan. Activate, direct and manage the EOC. Activate and direct SOCCCD emergency response and recovery operations. Determine strategic priorities. Allocate resources. Provide status reports to the City of Mission Viejo or Irvine, the County of Orange and the of California. Approve expenditure of emergency funds and the acquisition of resources to support the emergency response. Coordinate operations with other agency EOCs. Develop the After-Action Report for submittal to the chancellor. Develop a transition plan (to normal operations). Deactivate the EOC.		
Support Responsibilities: Support the Chancellor in notification.		ú
Equipment & Supplies:	 EOC to provide phone, internet access for e-mail, and basic office supplies. Individual to bring: cell phone, laptop, PDA, spare batteries, chargers, phone lists a materials specific to their function. 	nd reference
	PROCEDURES	TIME/ DATE
EMERGENCY RESE	PONSE:	
SOCCCD pro the Emergency activated and	of and informed of any emergency or pending emergency which may affect or impact perties, staff and/or operations, determine the appropriate level and extent of activation of y Operations Plan. Determine if the Emergency Operations Center (EOC) will be to what extent. Contact the respective Police Communications Center to assist in the ivating the EOC.	
If the potentia	activated, call to duty those positions and functions needed for the emergency response. I for emergency response is great, it is better to overstaff initially than to try to later the needs of the situation.	
3. Activate the E	OC Support Staff to set up the EOC facility.	

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4. Obtain as much information as possible about the emergency. Meet with the Operations Team Leader and the Planning and Intelligence leader to identify the following: Primary event or cause of the emergency Status of operations Current overall situation at SOCCCD, including: Power/utilities Communications Major damage to buildings and facilities Status of research programs and lab animals Status of SOCCCD staff and research departments Status of SOCCCD academic programs and students Status of childcare facilities Status of residential housing Other critical programs or activities at SOCCCD or the colleges 5. Identify Major Incidents and Operations (post the list and mark on the EOC map) 6. Establish the Priorities for the SOCCCD emergency response, based on the following response criticality: Life safety - protection of lives and care of the injured Patient care Animal care Protection of critical research project operations (power dependent) Protection of the environment and response workers Protection of property from further damage Containment of hazards - protection of college staff and the public Protection of research and academic work-in-progress documentation and on-site files	PATE
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6. Establish the Priorities for the SOCCCD emergency response, based on the following response criticality: • Life safety - protection of lives and care of the injured • Patient care • Animal care • Protection of critical research project operations (power dependent) • Protection of the environment and response workers • Protection of property from further damage • Containment of hazards - protection of college staff and the public • Protection of research and academic work-in-progress documentation and on-site files	
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Protection of research and academic work-in-progress documentation and on-site files	
Restoration of networks and information systems	

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PROCEDURES	TIME/ DATE	
EMERGENCY RESPONSE (cont.):		
8. Evaluate the action plan for the following:	· ·	
 Staffing requirements (exempt/non-exempt, commute problems) 		
• Labor agreements and types of work		
Weather conditions		
Personnel support		
Equipment and supplies		
9. Work with the Academic Coordinator to address the interruption of research programs and academic classes. Establish the protocol and procedures for stopping classes and other programs. Task the Public Information Officer position to ensure that a full communications program is implemented to inform students, staff, news media, and others who have an interest in SOCCCD programs.		
10. Task the Liaison position with notifying the following entities regarding the activation of the SOCCCD EOC and the status of operations:		
City and County of Orange (will forward status reports to the State of California)		
The college presidents (as needed)		
Other affected agencies and organizations which have an interest in SOCCCD operations		
11. Based on the information and advice from the Planning and Intelligence Team Leader, determine the capability of SOCCCD resources to address the overall response. If SOCCCD is about to exhaust all SOCCCD resources, determine the best sources for additional resources: mutual assistance, temporary hires, or contracted services. Each alternative has benefits and disadvantages. Also each alternative, if used within the federal program guidelines, is eligible for cost reimbursement under the federal FEMA disaster assistance programs. If mutual aid is requested, determine the following:		
Type of assistance needed		
• Location		
Tasks and duties to be performed		
College person who will coordinate		
 Food, water, sanitation and lodging resources available for support 		
12. Work with the Resources and Logistics Team Leader to provide for the above, including supporting the EOC staff.		

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	PROCEDURES	TIME/ DATE
EME	RGENCY RESPONSE (cont.):	
13	. Coordinate with the Finance Section Chief to account for all labor hours, accounting codes, and resource purchase documentation. Periodically obtain summary reports of expenses to date and/or cost estimates.	
14	Keep the Chancellor and other key staff informed of the action plan and situation status. Use the attached Status Report form or other format for providing updates. Provide updated reports to the City of Mission Viejo, City of Irvine and County of Orange every four hours or as requested.	
15.	Assist Public Information Officer with news media releases and internal communications. Coordinate regarding the release of information with the SOCCCD offices, as appropriate.	
16.	Hold periodic briefings (every 1/2 hour or as conditions change) in the EOC to keep all staff informed of operational status and response priorities.	
17.	If this is an earthquake emergency, plan for the eventuality of aftershocks. Buildings and facilities will need to be rechecked after significant shaking.	
18.	Provide and staff for 24-hour EOC operations, if needed.	
19.	Begin the development of a transition plan to support recovery and resumption of normal operations.	
	PROCEDURES	TIME/ DATE
DEAC	CTIVATION/RECOVERY:	
1.	Plan for the transfer of response operations to normal procedures. With the Chancellor, assign staff to the SOCCCD Recovery Team. Develop a transition and recovery plan which allows for the resumption of normal operations and business support in SOCCCD facilities. If these services are not available, plan for resuming critical programs at alternative locations. Include a communications plan for full implementation of the SOCCCD recovery plan.	
2.	Plan for the deactivation of the EOC and release staff, as able. Ensure that all EOC documentation, logs, messages and files are maintained. Notify all SOCCCD staff, local jurisdictions and support services when the EOC will be closing.	
3.	Continue to support on-going emergency operations with key EOC functions, as needed. Allow staff to work from their own offices when buildings are operational and emergency conditions calling for immediate action no longer exist.	

PROCEDURES	TIME/ DATE
DEACTIVATION/RECOVERY (cont.):	
 Conduct an Incident and EOC activation debriefing with SOCCCD staff regarding the emergency response and recovery process. Identify key lessons learned and opportunities for improvement to the SOCCCD plans, training programs, and facilities. 	
5. Prepare an After-Action Report for the State of California under Governor Declared Emergencies.	
6. Revise this checklist, as needed.	

EOC DIRECTOR'S CHECKLIST (Page 5 of 5)

PUBLIC INFORMATION OFFICER'S CHECKLIST

(Page 1 of 3)

Reports to:	EOC Director		
Location:	SOCCCD Emergency Operations Center (EOC)		
Primary Responsibilities:	 Serve as the point of contact for the EOC for media Collect, prepare and disseminate information to: SOCCCD faculty and staff SOCCCD students News media The public 		
	 Coordinate all news media contacts with college PIOs Prepare news releases, employee bulletins, and recorded messages Activate the SOCCCD Emergency Hotline Hold news conferences and arrange for interviews Implement rumor control procedures 		
Support Responsibilities:	 Participate in joint press releases and broadcasts with other agencies, as approp Support the Academic Coordinator with disseminating information regarding the programs and processes for alternative classes, etc. 		
Supplies:	Telephone communication, news media contact listings, cellular telephone, fax, new and background information about SOCCCD	s release forms,	
	PROCEDURES	TIME/ DATE	
EMERGENCY RESPO	EMERGENCY RESPONSE:		
	OCCCD EOC and set up the Media Center. Establish communication and stween the SOCCCD EOC, the Media Center and the colleges' EOCs.		
information pur Coordinate sucl	the official SOCCCD EOC spokesperson to the news media and for all public rooses, or select appropriate staff, as needed to respond to specific inquiries. In selections with the EOC Director, if appropriate. If the crisis is severe, consider Chancellor to be the official spokesperson to national media and federal agencies.		
Forward news r outside agencie	releases and other prepared statements to the Liaison position for distribution to s.		
	or control procedures, coordinating closely with all SOCCCD EOC staff to verify errors and misstatements; ensure all audiences are notified of the corrections.		

PUBLIC INFORMATION OFFICER'S CHECKLIST

(Page 2 of 3)

	PROCEDURES	TIME/ DATE
EME	RGENCY RESPONSE (Cont.):	
5.	As soon as possible, if the telephone service is operational, record a message on the SOCCCD Emergency Hotline. Update the message as new information is received. Always include the time when the message will be updated as part of the recording.	
6.	Establish contact and coordinate with the City of Mission Viejo, City of Irvine and County of Orange EOC Public Information Officers (PIOs) and with any other agency or organization involved in the response with SOCCCD. Coordinate information so that a consistent message is sent out with respect to SOCCCD. Seek to get SOCCCD information included in the city and county updates and media releases. This strategy will assist SOCCCD in getting key information to staff, employees, students, family members and other interested parties in the area as part of the county's Emergency Broadcast System (EBS) messages. Include information such as: SOCCCD is open for business 5:30am until 11:00pm Staff are requested to come to work or stay home, go to www.socccd.edu for updated	
	 Anyone needing information regarding SOCCCD should go to www.socccd.edu if normal telephone service is down. 	
7.	Ensure that news media representatives are not allowed into the SOCCCD EOC or any other restricted area of the college. Redirect media representatives, as able, to the Media Center. (Generally, per California state law, the news media is allowed access to any area open to the public, public agency facility, or with permission of the property owners, unless restricted due to the threat to public health and safety, or per police authority, such as a crime scene). Coordinate with the campus EOC Operations Section Chief regarding news media access. If possible, provide Public Information staff to meet with news media representatives who wish to inspect SOCCCD and escort them.	
8.	Gather information from Situation Status, Damage Assessment, and others in the SOCCCD EOC. Verify all information and obtain approval from the EOC Director before release. Attend all EOC briefings and Policy Group meetings for additional information. Be prepared with information about the incident size, cause, ongoing situation, resources, and other information such as background on SOCCCD.	
9.	Have news releases prepared for and approved by the EOC Director, and disseminate to the news media. Ensure they are numbered in sequence and copies are kept of everything released.	
10.	Issue staff information bulletins, student information bulletins, and the employee hotline number messages. Coordinate all with the appropriate SOCCCD EOC staff, including the Academic Coordinator.	

	Forward news releases and other prepared statements to the Liaison position for distribution to	
(outside agencies.	

PUBLIC INFORMATION OFFICER'S CHECKLIST

(Page 3 of 3)

	PROCEDURES	TIME/ DATE
EME	ERGENCY RESPONSE (Cont.):	
9.	Implement rumor control procedures, coordinating closely with all SOCCCD EOC staff to verify and correct all errors and misstatements; ensure all audiences are notified of the corrections.	
DEA	CTIVATION/RECOVERY:	
1.	Support the Recovery Team with a communications plan to disseminate information regarding:	
	The resumption of research programs	
	The resumption of academic programs and classes	
	Work locations (if changed)	
	Status of SOCCCDF business departments	
	Letters and communications to key constituents and stakeholders in SOCCCD programs	
2.	De-activate your position in the EOC as directed by the EOC Director.	
3.	Do not delete or destroy any written documents or e-mail correspondence related to your EOC activities. Maintain the complete files of released information (including news releases and employee and student bulletins), news media contact log, and any clippings for future reference.	
4.	Ensure return/retrieval of equipment and supplies and return all assigned EOC equipment.	
5.	Upon deactivation of your position, brief the EOC Director on current problems, outstanding issues, and follow-up requirements.	
6,	Upon deactivation of your position, ensure all documentation and Operational Logs (ICS Form 214) are submitted to the EOC Director or Planning Section, as appropriate.	
7.	Submit comments to EOC Director or Planning Section as appropriate for discussion and possible inclusion in the after-action report; topics may include:	
	Review of pertinent position descriptions and operational checklists	
	Recommendations for procedure changes	
	Section accomplishments and issues	
	 Emergency Response/Recovery plans, procedures activities that need improvement or worked well 	

LIAISON OFFICER'S CHECKLIST

(Page 1 of 3)

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Reports to:	SOCCCD EOC: EOC Director		
Coordinates With:	College EOC: Liaison Officer		
Location:	SOCCCD EOC		
Primary Responsibilities:	Initiate and maintain contact with outside agencies involved in the SOCCCD en as requested by the EOC Director.	nergency response,	
	 Coordinate mutual aid support and assistance between the providing agency and mutual aid has been provided. 	i SOCCCD, when	
 Coordinate mutual aid support provided by SOCCCD to another agency, when SOCCCD provided by SOCCCD to another agency agency. 		SOCCCD provides	
	Assist with contacting distant SOCCCD sites and operations to relay essential in to receive status reports, as requested by the EOC Director.	nformation and/or	
Support Responsibilities:	 Operations Team Leader with communications to outside agencies, as requested. EOC Director and Public Information Officer with communication to distant SOCCCD sites, facilities and operations, as requested. 		
Supplies:	 EOC to provide phone, internet access for e-mail, and basic office supplies. Individual to bring: cell phone, laptop, PDA, spare batteries, chargers, phone lists and reference materials specific to their function. Bring clerical support/runner, as needed. 		
PROCEDURES TIME		TIME/ DATE	
EMERGENCY RESPO	ONSE:		
Report to or cal situation. Begin then:	l into the EOC. Immediately get a report on emergency conditions and the n a log of your activities and keep it current throughout the emergency response,	9.	
 Identify all agencies represented in the college EOC that are involved in or may become involved in the SOCCCD emergency response. These may include: 			
The American Red Cross			
 Orange County Sheriff, Irvine Police, Tustin Police, Orange County Fire Authority, Public Works, Water Department, and other city or county departments 			
• SCE, PG&	E		

LIAISON OFFICER'S CHECKLIST

(Page 2 of 3)

	PROCEDURES	TIME/ DATE
ЕМЕ	RGENCY RESPONSE (cont.):	
3.	Identify all outside agencies that are involved in or may become involved in the SOCCCD emergency response. These may include:	-
	Orange County Sheriff's Department, Irvine PD, Tustin PD, etc.	
	Orange County Fire Authority	
	Orange County of Health Care Agency	
	Other Orange County community college campuses	
	The California Chancellor's Office	
	State of California Emergency Management Agency (CalOES)	
	Other agencies either providing or requesting mutual aid	
4.	Set up contact numbers and communication protocols with each agency.	
5.	As requested by the EOC Director, liaison with the outside agencies. Provide critical information to the Situation Status position for posting on the log, map and/or status boards.	183 183
6.	Verify information that is cleared for release to outside agencies with the Public Information Officer position. Distribute SOCCCD media releases to outside agencies, and request media releases from those agencies, if available. Forward media releases to Public Information Officer as they are received from outside agencies.	
7.	In the event SOCCCD requests mutual aid, communicate directly with the college's EOC Personnel Unit. Ensure that the EOC has a roster of all mutual aid personnel working on the SOCCCD emergency, including name, emergency contact number, assignment, and approximate hours worked.	
8.	Ensure that the EOC provides for food, water and rest areas for any mutual aid personnel working a SOCCCD incident.	
9.	Receive requests for mutual aid to be provided by SOCCCD. The college EOC Director will determine if SOCCCD can provide such aid. If provided, prepare a list of all SOCCCD staff names, their ID#s, their emergency contact numbers (which may be the college Police Communications Center), and their assignment. Provide this list to the receiving agency and track the progress of SOCCCD staff resources while they are assisting another agency.	
10.	Brief alternate Liaison upon relief.	<u></u>

LIAISON OFFICER'S CHECKLIST

(Page 3 of 3)

DEA	CTIVATION/RECOVERY:	
	PROCEDURES	TIME/ DATE
1.	Notify all outside agencies involved in the response when the SOCCCD EOC is deactivated	
2.	De-activate your position in the EOC as directed by the EOC Director	
3.	Do not delete or destroy any written documents or e-mail correspondence related to your EOC activities	
4.	Ensure return/retrieval of equipment and supplies and return all assigned EOC equipment	
5.	Upon deactivation of your position, brief the EOC Director on current problems, outstanding issues, and follow-up requirements	
6.	Upon deactivation of your position, ensure all documentation and Operational Logs (ICS Form 214) are submitted to the Planning Section	
7.	Submit comments to the EOC Director, or Planning Section as appropriate for discussion and possible inclusion in the after-action report; topics may include:	
	 Review of pertinent position descriptions and operational checklists 	
	Recommendations for procedure changes	
	Section accomplishments and issues	
	 Emergency Response/Recovery plans, procedures activities which need improvement or worked well 	

SAFETY OFFICER'S CHECKLIST

(Page 1 of 2)

	(1 age 1 til 2)	
Reports to: SOCCCD EOC: EOC Director		
Coordinates With: College EOC: Safety Officer		
Location: SOCCCD EOC		
Primary Responsibilities: Gather information necessary to assess incident assignment and determine immediate needs and actions Recognize potentially hazardous situations Advise SOCCCD EOC Director of known hazards Advise of special precautions needed when extraordinary hazards exist		te needs and
Support Responsibilities:	Assist with the development of a safety action plan, as requested.	
Supplies:	 EOC to provide phone, internet access for e-mail, and basic office supplies. Individual to bring: cell phone, laptop, PDA, spare batteries, chargers, phone lists and reference materials specific to their function. Bring clerical support/runner as needed. 	
	PROCEDURES	TIME/ DATE
EMERGENCY RESI	PONSE:	
Report to or call into the EOC. Obtain briefing on emergency conditions and the situation. Begin a log of your activities and keep it current throughout the emergency response, then:		
2. Identify all agencies represented in the College EOC that are involved in or may become involved in the SOCCCD emergency response. These may include:		
 Orange County Fire Authority Hazmat Team, Orange County Sheriff Bomb Squad, Orange County Health Care Agency, and other city, county or state departments. SCE, PG&E The American Red Cross 		
3. Organize and staff function, as needed.		
4. Monitor college response and notify college Safety Officer of any potentially unsafe acts.		
5. Collaborate with college Safety Officer on any recommendations for corrective actions.		
6. Review college Incident Action Plan Safety and Risk Analysis (ICS 215A), and advise SOCCCD		

EOC Director.	-
7. Discuss safety issues with college Safety Officer.	

SAFETY OFFICER'S CHECKLIST

(Page 2 of 2)

	PROCEDURES	TIME/ DATE
EME	RGENCY RESPONSE (cont.):	
8. Assist with safety messages, as requested by college Safety Officer.		
DEA	CTIVATION/RECOVERY:	M
	PROCEDURES	TIME/ DATE
1.	Investigate accidents that have occurred within incident areas.	
	Ensure accident is properly documented	:
	Recommend corrective actions to SOCCCD EOC Director	i .
2.	Participate in critical stress, hazardous material incidents, and other debriefings.	
3.	Notify all outside agencies involved in the response when the SOCCCD EOC is deactivated.	
4.	De-activate your position in the EOC as directed by the EOC Director.	
5.	Do not delete or destroy any written documents or e-mail correspondence related to your EOC activities.	
6.	Ensure return/retrieval of equipment and supplies and return all assigned EOC equipment.	
7.	Upon deactivation of your position, brief the EOC Director on current problems, outstanding issues, and follow-up requirements.	
8.	Upon deactivation of your position, ensure all documentation and Operational Logs (ICS Form 214) are submitted to the Planning Section.	
7.	Submit comments to the EOC Director, or Planning Section as appropriate for discussion and possible inclusion in the after-action report. Topics may include:	
	• Review of pertinent position descriptions and operational checklists	
	Recommendations for procedure changes	
	Section accomplishments and issues	
	 Emergency Response/Recovery plans, procedures activities which need improvement or worked well 	

EOC MANAGER'S CHECKLIST

(Page 1 of 2)

<u> </u>	(Fage 1 01 2)		
Reports To:	EOC Director		
Coordinates with:	h: • EOC Director and EOC Section Chiefs		
	Orange County EOC		
Location:	SOCCCD Emergency Operations Center (EOC)		
Primary Responsibilities:			
	 Assist Command Staff in coordination with city, state and federal emergency operations centers/officials. 		
	Coordinate EOC support staff.		
Support Responsibilities: • EOC Sections in Just-in-time Training. • Inter-agency emergency management meetings.			
	May fulfill other EOC Command Staff or General Staff functions in the absence of others.		
Supplies: • EOC to provide phone, internet access for e-mail, and basic office supplies.			
	 Individual to bring: cell phone, laptop, PDA, spare batteries, chargers, phone lists and reference materials specific to their function. 		
	PROCEDURES TIME/ DATE		
EMERGENCY RESPO	ONSE:		
Upon notification priorities.	on of an emergency confer with the EOC Director on immediate activation		
 As directed coordinate or issue notification, alert or activations to EOC and/or emergency response teams via Mass Notification System from office, home, or cell phone. 			
3. As directed coordinate or leave out-going message on EOC Information line as directed: Saddleback College: 949-582-4500 Irvine Valley College: 949-451-5100 SOCCCD: www.socccd.edu			
4. As directed, coordinate or leave out-going message on campus hotline. Saddleback College: 949-582-4500 Irvine Valley College: 949-451-5100			

SOCCCD: www.socccd.edu	
 Assure monitoring of EOC & Emergency Response Team responses to notification & activation messages, and reporting of results to Section Chiefs and EOC Director every 30 minutes until staff and teams are accounted for. 	
6. Report to the SOCCCD EOC ASAP.	
3. Coordinate EOC support staff to set-up and maintain EOC.	

EOC MANAGER'S CHECKLIST

(Page 2 of 2)

	PROCEDURES	TIME/ DATE
EME	RGENCY RESPONSE:	
8.	Assign EOC Support Staff to specific functions as indicated.	_
9.	Provide ongoing assessment of EOC operations and provide assistance/advice to EOC Director on NIMS/SEMS Compliance.	
10.	Provide ongoing assessment of EOC operations and provide assistance/advice to staff as needed.	
11.	If requested, serve as SOCCCD Liaison to campuses and/or Orange County EOC.	
12.	If requested represent SOCCCD at city, state and federal emergency management meetings.	
DEA	CTIVATION/RECOVERY:	
1.	De-activate your position in the EOC as directed by the EOC Director.	
2.	Do not delete or destroy any written documents or e-mail correspondence related to your EOC activities.	
3.	Ensure return/retrieval of equipment and supplies and return all assigned EOC equipment.	
4.	Upon deactivation of your position, brief the EOC Director, as appropriate, on current problems, outstanding issues, and follow-up requirements.	
5.	Upon deactivation of your position, ensure all documentation and operational Logs (ICS Form 214) are submitted to the Planning Section.	
6.	Submit comments to the EOC Director or Planning Section as appropriate for discussion and possible inclusion in the after-action report; topics may include: Review of pertinent position descriptions and operational checklists	

- Recommendations for procedure changes
- Section accomplishments and issues
- Emergency Response/Recovery plans, procedures activities that need improvement or worked well.

Part IID

ENCLOSURES: EMERGENCY MANAGEMENT OPERATIONS

PART IID Enclosure 1 SOCCCD EMERGENCY OPERATIONS CENTER

The SOCCCD Emergency Operations Center (EOC) is located in the District IT training room. It is a secure location that provides a single focal point for centralized information management, decision-making, resource support and resource application during a disaster response.

When the EOC is activated, the SOCCCD Emergency Management Staff will respond to that location and coordinate emergency operations from there.

If there is a possibility that all (or a related part) of the Statewide Emergency Management System will be activated, the SOCCCD EOC will be activated and staffed by all or part of the designated Emergency Management Staff.

PART IID Enclosure 2 SOCCCD EMERGENCY COMMUNICATIONS SYSTEM

The SOCCCD emergency communications system consists of telephone, internet and radio systems. The primary location for communicating with the District emergency response organization, the district community, the City of Mission Viejo, the City of Irvine, the county OA, and other emergency organizations, is from the Communications Center in the SOCCCD Emergency Operations Center. Communications capabilities are described below.

EMERGENCY OPERATIONS CENTER

The primary EOC, located at Saddleback College in the District IT training room, will have the following communications systems:

- Dedicated telephone lines (incoming/outgoing).
- One (1) portable Campus Police 400 UHF transceiver radio.
- One (1) portable OC 800 MHz Countywide Coordinated Communications System (transceiver radio).
- Berbee IP telephony audio/text messaging system
- Access to Blackboard Connect-ED
- Email, including the option to make notification to all students and employees
- Access to WebEOC

PART IID Enclosure 3 DISTRICT ALERT AND WARNING SYSTEM

RESPONSIBILITIES

Campus Police Department has the primary responsibility for promptly notifying the respective campus of an emergency situation when warranted. SOCCCD will provide support when needed to a requesting campus.

The Campus Police Communications Center is the primary point on campus for receipt of emergency warnings from local and state officials. Warnings may be received via radio or telephone from the County Operational Area EOC, the City of Mission Viejo EOC, the City of Irvine EOC or the CalOES Regional EOC.

Notification to the campus community will normally be accomplished through the respective Campus Police Communications Center or EOC, and include a warning message of an immediate or impending emergency condition, followed by the issuance of appropriate instructions. District Information Technology may be requested to make email notification to students or staff.

ALERT AND WARNING SYSTEMS

• Telephone System (Berbee Messages)

In the event of an emergency or imminent threat, public information regarding the emergency will be disseminated through the campus telephone system, which also includes a visual display feature. The chief of police or public information officer will be responsible for preparing the appropriate warning or notice.

• Loud Speakers or Voice Command

Notification of the campus community can also be made through the use of police vehicles, utilizing the vehicles' public address system and hand-held loudspeakers. Emergency personnel, such as building marshals, will also give on-site voice commands.

- Blackboard Connect-Ed
- Email

PART IID Enclosure 4 CAMPUS CLOSURE PROCEDURES

PURPOSE

To assist SOCCCD Emergency Operations Center (EOC) personnel and emergency responders when closing a campus or other SOCCCD property due to an emergency or potential public safety situation.

BACKGROUND

The basic mission of SOCCCD is to function as an educational institution that provides continuous learning programs, classes and related activities. That mission also respects the need to ensure the protection of students, faculty and staff from immediate or potential danger to life and property. Because of that responsibility, there may be situations that require an isolated area of a campus to be closed for the protection of individuals and/or property. Conditions may also occur that require the closure of an entire campus.

EMERGENCY SITUATION

The decision to close a campus shall be made by a college president, his/her acting designee, or the chancellor, on the basis of a recommendation received from a campus police chief, or in his/her absence and if the situation dictates, the senior campus police officer on duty. During an emergency, the chief of police in the role of the EOC Director will be located in the campus Emergency Operations Center at the respective college.

CLOSING THE CAMPUS/NOTIFICATIONS

A formal declaration of a campus emergency shall be obtained from the president, his/her acting designee, or the chancellor.

Following a declaration by one of the above persons, the below personnel will be notified by the president's office:

- 1. SOCCCD Chancellor
- 2. Vice Chancellor for Technology and Learning Services
- 3. Vice Chancellor for Business Services
- 4. Vice Chancellor for Human Resources
- 5. District Director of Public Affairs and Marketing
- 6. District Director of Facilities Planning
- 7. District Director of Fiscal Services
- 8. District Director of Risk Management

These individuals will call those who report directly to them, and other key emergency response personnel required by the SOCCCD Emergency Operations Plan.

PART IID Attachment 1 to Enclosure 4 CAMPUS CLOSURE IMPLEMENTATION PROCEDURES

Implemented by: District EOC Director

Request the public information officer, in coordination with the respective campus director of public affairs, prepare a media/press release notification of the decision to cancel classes and close the campus(es), including when and why.

The release should also be transmitted to Orange County, and/or City of Mission Viejo, and/or City of Irvine emergency management authorities for immediate release.

ITEM: 6.2 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: CCCT Board of Directors Election - 2016

ACTION: Approval

BACKGROUND

The California Community College Trustees Association 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 elected as directors by the membership, all elected officers of the association, and a non-voting Student Trustee Director.

STATUS

The election of members of the CCCT Board of Directors for 2016 will take place between March 10 and April 25. This year, there are eight (8) seats up for reelection. The eight candidates receiving the most votes will serve three-year terms. The memorandum from CCCT and the ballot listing trustees who have been nominated for election to the board are included as Exhibit A. Each CCCT member community college district board has one vote for each of the eight vacancies on the CCCT Board of Directors. The eight candidates receiving the highest number of votes by the South Orange County Community College District Board of Trustees will be listed on the official ballot and transmitted to the league office by the April 25 deadline. The ballots will be opened and counted by three tellers appointed by the CCCT board president with the results announced at the CCCT Annual Conference, April 29 – May 1 in Desert Springs, California.

RECOMMENDATION

The chancellor recommends that each board member announce at the board meeting his or her list of nominees for the eight vacancies on the CCCT Board of Directors for subsequent tallying and transmittal to the League Office by the April 25 deadline.

Item Submitted by: Gary L. Poertner, Chancellor



DATE:

February 26, 2016

TO:

California Community College Trustees

California Community College District Chancellors/Superintendents

FROM:

Larry Galizio, President/CEO

SUBJECT:

CCCT BOARD ELECTION — 2016

Pursuant to the CCCT Board Governing Policies, the election of members of the CCCT board of the League will take place between March 10 and April 25. This year there are eight (8) seats up for reelection on the board.

Each community college district governing board shall have one vote for each of the eight seats on the CCCT board. Only one vote may be cast for any nominee or write-in candidate. The eight candidates who receive the most votes will serve a three-year term.

The 15 trustees who have been nominated for election to the board are listed on the enclosed sheet in the Secretary of State's random drawing order of February 12, 2016. This mailing includes the one official ballot to which each community college district is entitled, candidate statements, and biographical sketches of each candidate. Candidates' statements and bios will also be available on the League's website (www.ccleague.org).

Please remember that:

- 1) ballots must be signed by the board secretary and board president or vice-president and include the name of your district; and
- 2) ballot return envelopes must have no identifying information or signatures.

Although it is not required, you may want to send your ballots via certified mail as we will not have the ability to confirm receipt. Official ballots must be signed and returned to the CCCT Elections Committee, League office, with a **postmark dated no later than April 25**. A self-addressed return envelope is enclosed for your convenience. Faxed or emailed ballots will **not** be accepted. The ballots will be opened and counted by three tellers appointed by the CCCT board president with the results announced at the CCCT Annual Conference, April 29 – May 1 in Desert Springs.

If you have any questions on the CCCT board election, please contact Judy Centlivre at the League office at (916) 444-8641.

Attachments:

List of Candidates
CHANCELLORS/SUPERINTENDENTS (GOVERNING BOARD OFFICES) ONLY:
Official Ballot and Return Envelope
Candidates' Biographic Sketches and Statements



2016 CCCT BOARD ELECTION CANDIDATES LISTED IN SECRETARY OF STATE'S RANDOM DRAWING ORDER OF FEBRUARY 12, 2016

- 1. Mary Figueroa, Riverside CCD
- 2. *Susan "Sue" M. Keith, Citrus CCD
- 3. *Linda S. Wah, Pasadena Area CCD
- 4. Loren Steck, Monterey CCD
- 5. T. J. Prendergast III, South Orange County CCD
- 6. Carmen Avalos, Cerritos CCD
- 7. Kenneth A. Brown, El Camino CCD
- 8. *Sally W. Biggin, Redwoods CCD
- 9. *Louise Jaffe, Santa Monica CCD
- 10. Marianne Tortorici, Victor Valley CCD
- 11. Andra Hoffman, Los Angeles CCD
- 12. *Jerry D. Hart, Imperial CCD
- 13. *Cy Gulassa, Peralta CCD
- 14. Barbara Gaines, Antelope Valley CCD
- 15. Shaun Giese, Lassen CCD

^{*} Incumbent

CCCT 2016 BOARD OFFICIAL BALLOT

Vote for no more than eight (8) by checking the boxes next to the names.

NOMINATED CANDIDATES List order based on Secretary of State's February 12, 2016 random drawing.		WRITE-IN CANDIDATES Type each qualified trustee's name and district on the lines provided below.
	Mary Figueroa, Riverside CCD	
	*Susan "Sue" M. Keith, Citrus CCD	
	*Linda S. Wah, Pasadena Area CCD	
	Loren Steck, Monterey CCD	
	T. J. Prendergast III, South Orange County CCD	
	Carmen Avalos, Cerritos CCD	
	Kenneth A. Brown, El Camino CCD	
	*Sally W. Biggin, Redwoods CCD	
	*Louise Jaffe, Santa Monica CCD	
	Marianne Tortorici, Victor Valley CCD	
	Andra Hoffman, Los Angeles CCD	
	*Jerry D. Hart, Imperial CCD	
	*Cy Gulassa, Peralta CCD	
	Barbara Gaines, Antelope Valley CCD	
	Shaun Giese, Lassen CCD	
* In	cumbent	
1	Board Secretary and Board President or Board Vice	President must sign below:
,	This ballot reflects the action of the board of trustees cast in a	accordance with local board policy.
	District:	
.	Secretary of the Board Pre	sident or Vice President of the Board

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	Riverside	Community
College District nominates	Trustee Mary Figueroa	to be a
candidate for the CCCT Board	•	
This nominee is a member of t	he Riverside	Community
College District governing box	rd, which is a member in good standing o	of the Community College League of
California. The nominee has b	een contacted and has given permission t	o be placed into nomination.
Enclosed are the Statement of	Candidacy and the CCCT Biographical S	ketch 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.

CANDIDATES NAME: MARY FIGUEROA DA	ATE: 02/05/2016
What do you see as the major issues and activities that should be considered by next two years? (50 words or less; any portion of the statement beyond this	
Student Success efforts and the resulting impact on students at risk, mostly someonitored and addressed to ensure that those students most in need of assist from these efforts and are not negatively affected in a higher proportion.	tudents of color must be stance to succeed benefit
What do you feel you can contribute in these areas? (50 words or less; as beyond this limit will not be included.)	ny portion of the statement
Continue the efforts to ensure that our future community leaders and busi community college system in high numbers, continue to complete their cour achieve a successful educational outcome. To ensure this goal, assures our strongments.	se of academic goals and

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: MARY FIGHEROA Date: 02/05/20/6
Address: 1258 SHAKESPEARE DRIVE
City: RIVERSIDE Zip: 92506
Phone: 951-780-4962 951-317-2648
B-Mail: mary fig 50@ 3b cglobal, net
EDUCATION
Certificates/Degrees: B. A. Chicano Studies / Yolifical Valence
Certificates/Degrees: B. A. Chicano Studies / Yolitical Science from U.C. Rivarside
V
PROFESSIONAL EXPERIENCE
Present Occupation: Consultant - UCR School of Medicine
Center for Healthy Communities
Other: State of California - Correctional Counselor
County of Riverside - District Attorneyes Office Victim
Witness Advocate
Community College Activities College District Where Board Member: RIVERSIDE
in the second se
Years of Service on Local Board: 20 year 5
Offices and Committee Memberships Held on Local Board: fresident, Vice fresident,
Secretary; Chair of Planning & Development & Governance
State Activities (CCCT and other organizations boards, committees, workshop presenter; Chancellor's Committees, etc. CCCT Board Member - 2 terms,
current ACCT Board Member 2nd Term, CCLC workshop
presenter, ACCI National Congress Workshop presented
Seattle, San Diego, Die Co
V

,	National Activities (ACCT and other organizations, boards, committees, etc.); ACCT National Board of Directors, previously served as Associate
-	Committee Memkon
_	
-	
	,
	AND COMMUNITY ACTIVITIES
1	SOUTH COAST AIR QUALITY MANAGEMENT CONTROL DISTRICT
	ENVIRONMENTAL JUSTICE ADVISORY GROWF, CHAIR
	EASTSIDE THINK TANK, BOARD OF DIRECTORS VICTORY
	OUTREACH, MEMBEL OF INCAND EMPIRE HISPANIC
	LEADELSHIP COUNCIL BOARD OF DIRECTORS, PRIOR
_	MEMBEL: GREATER RIVERSIDE HISPANIC CHAMBER OF
	COMMERCE, ATTORNEY GENERAL'S CIVIL RIGHTS
	COMMISSION ON HATE CRIMES,
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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 Citrus Community College District nominates Susan "Sue" M. Keith to be a candidate for the CCCT Board.

This nominee is a member of the Citrus 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

Patuai D. Karmumen



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: Susan "Sue" Keith	
DATE: February 2, 2016	

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.)

Provide transformational educational opportunities designed to help CEOs and Trustees guide their colleges toward optimum practices leading to student success and completion of degrees and certificate programs. Work with lawmakers on the state and federal level to assure that all students have the financial means necessary to complete their education.

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.)

I will continue to encourage the inclusion of Trustee and CEO participation in the development of statewide initiatives; actively advocate for CCLC and Chancellor's Office legislative agendas; encourage initiatives that promote collaboration between Community Colleges, K-12, CSU and UC; and respect the diversity of students and individual colleges.



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

PERSONAL

NAME: Susan "Sue" Keith	DATE: February 2, 2016
ADDRESS: 337 Marygrove Road	CITY & ZIP CODE: Claremont, CA 91711
PHONE: 909-340-1018 (cell)	EMAIL: sue.jim@verizon.net

EDUCATION

CERTIFICATES/DEGREES: B.A., English, California State University, East Bay; additional studies at Chaffey College; California State University, Fullerton; California State Polytechnic University, Pomona

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Owner, Keith Consulting

OTHER: Retired, 43 years in higher education public relations and nonprofit fund development, including professional work at California State Polytechnic University, Pitzer College, and Claremont Graduate University

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Citrus Community College District

YEARS OF SERVICE ON LOCAL BOARD: 16 years

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: President, Vice President, Clerk/Secretary, Board Liaison to the Citrus College Foundation, Board representative to the Los Angeles County School Trustees Association, Board Liaison to the City of Claremont Oversight Board (Dissolved Claremont Redevelopment Agency).

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

CCCT Nominating Committee; Partnership Resource Team Member for the Institutional Effectiveness

Partnership Initiative; Assemblymember Chris Holden's Educational Advisory Committee; CCCT ACCT

Subcommittee; completed the Excellence in Trusteeship Program.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

ACCT Ambassador Program Volunteer

CIVIC AND COMMUNITY ACTIVITIES

12 years on the Claremont Unified School District Board of Education, 1985-1997

Past President, Claremont Board of Education

Past President, Baldy View ROP Commission

Board Member, Options for Learning (a child care and human services agency)

President-Elect, Kiwanis Club of Claremont

Chair, Higher Education Study, Claremont Area League of Women Voters

OTHER

Current Member: Claremont Heritage, the Citrus College Music Department's Golden Circle, Children's Fund of San Bernardino County, and Curtain Raisers of the Claremont Colleges. Past recipient of several honors for work in the community including: Outstanding Young Women of America, YWCA Woman of Achievement Award, Community Hero Award from the Los Angeles County Fair Association, Richard S. Kirkendall Extraordinary Contribution Award, and Grand Marshall of Claremont's Fourth of July parade.

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 Pasadena Area	Community
College District nominates Linda S. Wah	to be a
candidate for the CCCT Board.	
This nominee is a member of the Pasadena Area	
This nominee is a member of the 14 Sadena Area	Community
College District governing board, which is a member in good standing of the Comm	unity 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: Linda S Wah

DATE: 12/20/15
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.)
See Attached
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.)
beyond this limit will not be included.)
See Attached

CCCT BOARD BIOGRAPHIC SKETCH FORM

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

PERSONAL

NAME: LINDA S WAH	DATE: 12/20/15
ADDRESS: 1570 E COLORADO BLVD	CITY & ZIP CODE: PASADENA, CA 91106
PHONE: 626-799-5332	EMAIL: LSWAH@PASADENA.EDU

EDUCATION	
CERTIFICATES/DEGREES: BS/BIS; MBA/MIS	

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: RETRIED	-	
OTHER:		

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: PASADENA AREA CCD

YEARS OF SERVICE ON LOCAL BOARD: 5

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: PRESIDENT, VICE PRESIDENT, CLERK, CHAIR BOARD EVAL; MEMBER POLICY, LEGISLATIVE COMMITTEES; PRESIDENT, VICE PRESIDENT LOS ANGELES COUNTY SCHOOL TRUSTEES ASSOCIATION

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

CCCT Director, Board of Governors WorkForce Economic Development Task Force; ACCT Shcommittee;

Asian Pacific Islander Trustees/Administrators Caucus

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

ACCT APINATA Member

CIVIC AND COMMUNITY ACTIVITIES

National Women's Political Caucus/Pasadena; League of Women Voters; Assoc of American University Women

OTHER

CSULA President's Circle; CSULA Business School Advisory; CSULA Charter of Education Advisory

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.)

Strong Support for Policies supporting Student Success/Work Force/Economic Initiatives; Effectiveness Training of Trustees and CEO's. Legislative advocacy for Sufficient Funding for affordable and accessible education. Accreditation for strong support of community college goals.

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.)

I continue to serve as a member of BOG Work Force/Economic Development to identify implementation and funding strategies. My participation and leadership in LACSTA brings K-12/CCC Boards together to closely work to articulate policies and programs for student success and to close the skills gap.

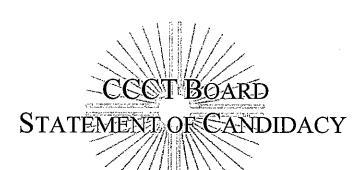
CCCT BOARD NOMINATION FORM 2016

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	MOSTEREY PE,	MINSOLA	Community
College District nominates	LONEL STE	CK	to be a
candidate for the CCCT Board.	•		
This nominee is a member of the	nonteney	PENINSULA	Community
College District governing board	, which is a member in g	good standing of the Com	munity College League of
California. The nominee has bee	n contacted and has give	en permission to be place	d into nomination.
Enclosed are the Statement of Ca	indidacy and the CCCT	Biographical Sketch Forn	n for our nominee.

Signature of Clerk or Secretary of Governing Board



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: Loren Steck

DATE: February 16, 2016

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.)

- (1) Careful oversight of the implementation of the remaining "difficult," controversial parts of the Student Success Act; (2) Ensuring that the Chancellor's Office is focused on the accuracy of the data it publicizes;
- (3) Improving trustee education regarding best practices and the coming changes from the Chancellor's Office and Legislature.

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.)

Having worked on higher education issues for over 30 years, I have deep concerns about much of the transformational legislation aimed at us, and am willing to work to see them addressed. Regarding trustee education, I have experienced programs in other systems and believe we could learn much from them.



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

PERSONAL

NAME: Loren Steck	DATE: February 16, 2016
ADDRESS: 27205 Meadows Road	CITY & ZIP CODE: Carmel, 93923
PHONE: (831) 626-3620	EMAIL: lorensteck@gmail.com

EDUCATION
CERTIFICATES/DEGREES: PHD, UCLA (1982); MA, UCLA (1976); BA, UC Santa Cruz (1973)

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Psychologist (mostly retired); winery and vineyard owner			
OTHER:	,,,=		

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Monterey Peninsula Community College District

YEARS OF SERVICE ON LOCAL BOARD: 13

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Board Chair; Board Vice Chair; Chair of Presidential Search Committee; member of Board Policy Committee; liaison to MPC Foundation; liaison to Community Human Services (local JPA)

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Community College System: Chancellor's Scorecard Technical Advisory Committee; CCLC Advisory Committee on Educational Services (ACES).

University of California: Office of the President Chancellor's Search Committee; Office of the President Speakers Bureau; Office of the Treasurer Investment Forum presenter; Alumni Associations of the University of California board member; Annual Legislative Conference Organizing Committee.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

none	

CIVIC AND COMMUNITY ACTIVITIES

Community Human Services: Board Vice Chair; Chair, Strategic Planning Committee; Chair Building & Grounds Committee; Chair, Bylaws Committee.
Carmel Valley Association: Director, Secretary.

OTHER

Faculty member and Fellow of Porter College, UC Santa Cruz; President, UC Santa Cruz Alumni Association; Trustee and Chair, Finance Committee, UC Santa Cruz Foundation.

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 South Orange County College District nominates T.J. Prendergast, III.	_ Community
College District nominates T.J. Prendergast, III.	to be a
candidate for the CCCT Board.	
This nominee is a member of the South Orange County	Community
College District governing board, which is a member in good standing of the Community Coll	ege League of
California. The nominee has been contacted and has given permission to be placed into nomin	ation.
Enclosed are the Statement of Candidacy and the CCCT Biographical Sketch Form for our nor	ninee.

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: Thomas "T.J." Prendergast

DATE: February 2, 2016

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.)

Supporting the colleges for the Student Success Initiative and their Equity Plans are going to be important for the next two years. Financial issues relating to the Affordable Care Act in increased employer STRS contributions will need to addresses as well.

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.)

My experience as an educator, a product of the community college system, parent of two students in an Early College system, and a labor negotiator, allows me to have many different perspectives. I have been ringing the bell to exempt public institutions from paying the Cadillac tax for 3 years.

CCCT BOARD BIOGRAPHIC SKETCH FORM

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

PERSONAL

NAME: Thomas "T.J." Prendergast	DATE: February 2, 2016
ADDRESS: 14741 Alder Lane	CITY & ZIP CODE: Tustin, CA 92780
PHONE: 714-417-9378	EMAIL: tprendergast@socccd.edu

EDUCATION
CERTIFICATES/DEGREES: BA History/California Teaching Credential

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: High School Teacher/Aquatics Coach	 <u> </u>	
OTHER:		

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: South Orange County
YEARS OF SERVICE ON LOCAL BOARD: 5
OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Vice President 2010-2013, President 2013-2015

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

None

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

· · · · · · · · · · · · · · · · · · ·	<u> </u>	The day Committees, Cic.,
None		
None		

 CIVIC AND COMMUNITY ACTIVITIES	
OTHER	



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 Cerritos College Community College District nominates Carmen Avalos to be a candidate for the CCCT Board.

This nominee is a member of the Cerritos College 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



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: Carmen Avalos	
DATE: February 2, 2016	

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.)

Continued focus on equity is among the major issues that need to be addressed. The distribution of equitable dollars is critical to how we can better serve our students, especially those underserved. Additionally, stronger focus on higher transfer rates, early college preparation and access programs must remain a long-term priority

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.)

I have strong relationships with our local and state legislators that I can leverage to impact policy goals. Regarding student access and college readiness, I'm committed to working closer with the state's K-12 leaders to identify barriers students face with meeting their education goals.

CCCT BOARD BIOGRAPHIC SKETCH FORM

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

PERSONAL

NAME: Carmen Avalos	DATE: February 2, 2016
ADDRESS: 10209 Richlee Ave	CITY & ZIP CODE: South Gate 90280
PHONE: 562-773-3686	EMAIL: voteavalos@gmail.com

EDUCATION

CERTIFICATES/DEGREES: B.S. Biological Sciences, Teaching Credential, M.A. Educational Administration, Master's in Public Administration, Notary Public, Certified Municipal Clerk

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Municipal Clerk	
OTHER: : ESL Educator at local district	

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Cerritos Community College District	
YEARS OF SERVICE ON LOCAL BOARD: 6 years OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Southeast Schools Coalition Secreta	

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

Latino Caucus Board of Directors

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

NALEO Member and active member in contributing useful information as it relates to Latino issues.

CIVIC AND COMMUNITY ACTIVITIES

Involved in local school organizations and member of PTA for local high school. Member of the League of California Cities and presidential appointee to Administrative Services Committee.

	OTHER	

Resume

Carmen Avalos 10209 Richlee Avenue South Gate, California 90280



Cerritos College Board of Trustees

- Elected to four year term on Cerritos College Board of Trustees in December 2005
- Elected as board secretary in 2009
- Elected to four year term and as board vice president in December 2012
- Elected as board president in December 2013
- Re-elected as board president in December 2014

South Gate City Clerk

Elected to first of three terms as the South Gate City Clerk in 2001.
 Assisted State Legislator in changes laws affecting Elections Officials and Recall election code governed by CA Election Law.

Civic Organizations and Activities

- Honored with the Eleanor Roosevelt Democrat of Year Award, 2005
- Recognized as Woman of the Year for the 30th Assembly District, 2003
- Recognized as Woman of the Year for the 50th Senate District, 2002
- Coach of girls' cross-country club, John Glenn High School, from 1996-98
- Presidential appointee to Administrative Services Committee, League of California Cities.

- Member of the League of California Cities
- NALEO Member and active member in contributing useful information as it relates to Latino issues
- Southeast Schools Coalition Secretary
- Latino Caucus Board of Directors

Education

- Teaching Credential in Secondary Education, M.A. (Educational Administration and Public Administration), California State University, Long Beach, 2000
- B.S. (Biological Sciences, minor in Chemistry), California State University, Dominguez Hills, 1996

Employment

- ESL Teacher Marshall Elementary School in Lynwood USD from 2008 to Present.
 On a Pro-bono basis.
- Biology Teacher & Science Dept Chair, John Glenn High School from 1996-1998

Personal

• Mother of six children. Avalos enjoys spending time with her children at Museums, plays, and parks and reading when she can sneak it in.



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 El Camino Community College District nominates Kenneth A. Brown to be a candidate for the CCCT Board.

This nominee is a member of the El Camino 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



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: KENNETH A. BROWN

DATE: JANUARY 28, 2016

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.)

The CCCT and League should focus on expanding opportunities and access to students. The current emphasis on student completion should not deter us from advocating non-traditional pathways to success. We should work to strengthen our strategic partnerships to ensure adequate funding for student access and success.

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.)

I have always worked to help California students achieve their goals no matter the venue. I have been successful in establishing relationships to help forge successful pathways via support programs, CTE and Industry partners, athletics, as well as Middle School-to-High School-to-Community College to-University/Career pipelines



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

PERSONAL

NAME: Kenneth A. Brown	DATE: January 28, 2016
ADDRESS: 7717 S. Victoria Avenue	CITY & ZIP CODE: Inglewood, CA 90305-1221
PHONE: 213-293-5362	EMAIL: kbrown@elcamino.edu

EDUCATION

CERTIFICATES/DEGREES:

Bachelor of Science, Physics & Computer Science, Morehouse College Atlanta;

Master of Science, Applied Physics, Clark Atlanta University

Preliminary Designated Subjects Adult Education Teaching Credential

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION:

Senior Systems Engineer, Northrop Grumman Information Systems Adjunct Professor, California State University, Dominguez Hills

OTHER:

Senior Systems Engineer / Scientist, NASA's Jet Propulsion Laboratory Advisory Board Member / Adjunct Professor, Santa Monica College

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: El Camino Community College District

YEARS OF SERVICE ON LOCAL BOARD: Six years

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD:

Board President, December 2015-present

Board Vice President, 2013-15

El Camino College Foundation Board Representative

Los Angeles County Schools Trustees Association Representative

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

May 2015, CCCT Annual Trustees Convention Workshop Presenter "Board Members on Social Media" November 2015, CCLC Workshop Presenter "New Frontiers in Social Media"

Technology Advisory Committee Member (2004-2011) California Department of Education

California Science Textbook Adoption Committee

California Science Curriculum Framework for Public Schools (CDE Appointment)

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Next-Generation Science Standards (NGSS), Science Expert Panel (SEP) Member (2011 - Present) Certified USA Track & Field Official, Southern California Association - USA Track & Field

CIVIC AND COMMUNITY ACTIVITIES

Century Community Charter School Board Member Job Starts, Inc. Board Member Los Angeles Inner City Youth Orchestra Advisor

OTHER

National Association of University Women Hall of Fame Recipient

California Science Expert Panel Member

Featured Presenter for California Community College Trustee Conference on Excellence in Leadership

NASA/Jet Propulsion Laboratory NOVA Award for Innovation and Initiative

Sigma Pi Sigma Physics Honor Society

National Physical Science Consortium Graduate Fellow

NASA/Jet Propulsion Laboratory Graduate Scholar

Invited Delegate, National Conference of Black Physics Students

Invited Presenter to NSF's 1st Annual National Conference on Diversity in the Scientific and

Technological Workforce

Invited Presenter of Research at The Fifth Annual National Physical Science Consortium (NPSC) Annual Meeting



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.

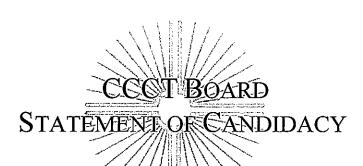
Mail to:

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

The governing board of the Redwoods Community College District nominates Sally W Biggin to be a candidate for the CCCT Board.

This nominee is a member of the Redwoods 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



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.

DATE: February 3, 2016

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.)

- *Student success and equity issues are my top priority including concerns for diversity in faculty hiring.
- *Improving the accreditation system through raising the professionalism of the accreditation process.
- *Alignment of student learning outcomes (SLOs) between two and four year institutions.
- *Professional growth pathways and mentoring opportunities for trustees and CEOs.

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.)

I bring extensive experience working within geographically diverse rural communities in Northern California. I have 35 years of administrative experience serving K-16 student populations promoting student success and equity issues within Del Norte, Humboldt, Trinity, and Mendocino counties. I have experience in reviewing legislation and alternative funding models.



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

PERSONAL

NAME: Sally W Biggin	DATE: February 3, 2016
ADDRESS: P O Box 1127	CITY & ZIP CODE: Hoopa, CA 95546
PHONE: (530 625-4736	EMAIL: sbiggin@thegrid.net

EDUCATION		
CERTIFICATES/DEGREES: University of California, Irvine: B.A. Humboldt State University: M.A.		

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: recently retired University Supervisor for Humboldt State University

OTHER: former K-12 Superintendent of Schools; Director of Special Education Services; high school principal; elementary school principal, and Resource Specialist Teacher (RST)

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Redwoods Community College District

YEARS OF SERVICE ON LOCAL BOARD: 9 years

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Vice-President; Clerk; Audit Committee Chair; Foundation Board; Board Development, Board Policy, and Redistricting Committees.

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.) California Community College Trustees (CCCT) Board, 2013-2016). Former Association of CA School Administrator (ACSA) President-Elect, Region IV. ACSA Charter President for Humboldt-Del Norte County, Mendocino, and Trinity Counties.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

AACC National Conference, Washington, D.C. (2014); ACCT Leadership Congress, Dallas, TX (2011); ACCT Leadership Congress, San Francisco, CA (2009); NWPC (National Women's Political Caucus), Treasurer (4 yrs).

CIVIC AND COMMUNITY ACTIVITIES

[currently:]

Inn At the Opera Owners Association (San Francisco), Board Member

Friends of the Hoopa Library, Treasurer

Redwood Coast Chapter of 99s (International Women Pilots), Treasurer

[previously:]

Girl Scouts of Northern California (GSNC) Board Member & 2nd Vice President.

Humboldt Arts Council (HAC) Board Member

North Coast Dance (NCD) Board Member & President

KEET-TV (PBS) Chanel 13 Board Member

Humboldt County Airport Advisory Committee member & 2nd Vice President

Humboldt County Commission on the Status of Women member

OTHER

Paul Harris Fellow (Rotary Club of Eureka), 2012

CCCT BOARD NOMINATION FORM 2016

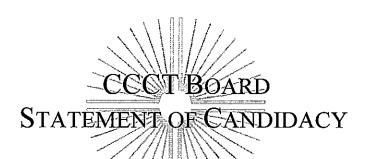
Must be returned to the League office postmarked no later than February 16, 2016, along with the statement of candidacy and biographic sketch form. Faxed and/or electronically mailed material will not be accepted.

Mail to:

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

The governing board of the	Santa Monica	Community
College District nominates	Louise Jaffe	to be a
candidate for the CCCT Board.		
This nominee is a member of the	Santa Monica	Community
College District governing board, which	is a member in good standing of the C	ommunity College League of
California. The nominee has been conta	acted and has given permission to be pla	aced into nomination.
Enclosed are the Statement of Candidac	y and the CCCT Biographical Sketch F	orm for our nominee.

ignature of Clerk or Secretary of Governing Board



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: Louise Jaffe

DATE: January 12, 2016

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.)

Advancing access, excellence, affordability and equitable success for students in a fast-changing world is the League's purpose. CCCT must be proactive and collaborative in developing trustee leadership, state policy, and legislation to ensure community colleges are recognized, funded, and effective as Californians' essential path to higher education and skilled jobs.

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.)

As immediate past Chair of the League and President of CCCT during challenging and exciting times, I have deep knowledge about the League, our colleges, budget and legislative processes, and CCCCO initiatives. My re-election will help continue the excellent work of CCCT, contributing to stability, continuity, organizational strength, and progress.

CCCT BOARD BIOGRAPHIC SKETCH FORM

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

PERSONAL

Name: Louise Jaffe	DATE: January 14, 2016
ADDRESS: 1121 GRANT STREET	CITY & ZIP CODE: SANTA MONICA, CA 90405
PHONE: 310-450-2487	EMAIL: JAFFE_LOUISE@SMC.EDU

EDUCATION	
CERTIFICATES/DEGREES: DOCTOR OF EDUCATION	

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: SCRIPT SUPERVISOR, TRUSTEE	
OTHER: EDUCATION RESEARCHER, WRITER	

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: SANTA MONICA COLLEGE

YEARS OF SERVICE ON LOCAL BOARD: 10

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: CHAIR (2016, 2009); VICE-CHAIR (2015, 2008); REPRESENTATIVE TO LA COUNTY SCHOOL TRUSTEES ASSOCIATION (LACSTA) COMMITTEES: SUPERINTENDENT/PRESIDENT CONTRACT & TRANSITION; SUPERINTENDENT'S EVALUATION PROCESS; AUDIT REVIEW; REAL ESTATE; BOARD POLICY; BOARD ENGAGEMENT & COMMUNICATIONS; REVIEW OF APPLICATIONS FOR CITIZEN'S BOND OVERSIGHT COMMITTEE

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

CCLC Board Chair (2014/15); CCCT President (2014/15); CCCT 1st Vice President (2013/14); CCCT 2nd

Vice President (2012/13); CCCT Board member (2009-present); CCLC League Board member (2012-present); CCLC Legislation Committee (2009); Consultation Council member (2014/15); Common

Assessment Initiative (CAI) Steering Committee and Multiple Measures Assessment Project Advisory

Board (2014-present); Institutional Effectiveness Partnership Initiative (IEPI) and Indicators Work Group

(2015-present); Research & Planning for California Community Collegess (RP Group) ex-officio board member (2013-present); Co-author and study group member fot the League of Women Voters of California (LWVC) Study of Public Higher Education (2015-present); Presented and/or moderated at conferences and meetings across the state for CAI, IEPI, CCLC/CCCT, LWVC Study on Higher Education, and my research on college preparation, articulation, and un-readiness.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Attended ACCT Convention in San Diego (2015) and helped CCCT organize the election of California representatives to ACCT board and committees; Attended ACCT National Legislative Summits in 2009 and 2010.

CIVIC AND COMMUNITY ACTIVITIES

Santa Monica Lifelong Learning Community Project, Founder

Community for Excellent Public Schools, Founding Member and Past Co-Chair

Santa Monica Cradle to Career Initiative, Steering Committee

Santa Monica Early Education and Child Care Task Force, Steering Committee

PTA Council, Liaison to Santa Monica College

Will Rogers Elementary School PTA and Santa Monica High School PTSA, Past President

Santa Monica Malibu Council of PTAs, Past President

Multiple parcel tax and bond exploration and campaign steering committees

League of Women Voters of Santa Monica, member and study leader for Study on CA Higher Education

Santa Monica College General Advisory Board, President's Circle, and Associates member

OTHER

My dissertation Mathematics from High School to Community College: Preparation, Articulation, and College Un-readiness received Dissertation of Excellence 2013 from the RP Group and Outstanding EdD Dissertation Award 2013 from the UCLA Department of Education;

Policy Analysis for California Education (PACE) published my article Mathematics from High School to Community College: Using Existing Tools to Increase College-Readiness Now (May 2014);

Presented research to the Public Schools Accountability Act (PSAA) Advisory Committee (February 2014); Salzburg Fellow, Salzburg Global Seminar, International Studies Program;

Keynote Speaker, Unity Resource Festival;

Recipient of five PTA Honorary Service Awards including PTA's highest award, the Golden Oak;

Recipient of League of United Latin American Citizens (LULAC) Community Unity Award;

Recipient of Certificate of Recognition from then Assembly member Fran Payley;

Writer, monthly Lifelong Learning Community eNewsletter;

Writer, monthly guest newspaper columnist for Santa Monica Observer.

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	Victor Valley	Community
College District nominatesDr	Marianne Tortorici	to be a
candidate for the CCCT Board.		
This nominee is a member of the	Victor Valley	Community
College District governing board, w	hich is a member in good standing of the	ne Community College League of
California. The nominee has been of	contacted and has given permission to b	e placed into nomination.
Enclosed are the Statement of Cand	idacy and the CCCT Biographical Sket	ch Form for our nominee

Signature of Clerk or Secretary of Governing Board



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.

CANDIDATE'S NAME: Dr. Marianne Tortorici DATE: January 15, 2016

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.)

Determination of the agency that will accredit community colleges and insure the guidelines includes bachelor degree programs. Investigate the possibility of California providing tuition free community college education. Implement the State Chancellor's Office recommendations regarding CTE programs. Find ways to continue funding Prop 30.

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.)

I have served on accrediting visitation teams for both 2 and 4 year colleges have the knowledge to provide guidance in developing/revising a new accrediting agency. I have experience working with businesses and workforce investment boards enabling me to assist in increasing CTE programs.

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: Dr. Marianne Tortorici	Date: <u>January 15, 2016</u>
Address: 7919 SVL Box	
City: Victorville, CA	Zip: 92395
Phone: (619) 890-7763 (760) 245-4271 Ext 2448	
(home) (Work) Email: marianne.tortorici@vvc.edu	
EDUCATION	
Certificates/degrees: <u>Bachelor of Science (I</u> <u>Master of Education (Educational Adminis</u> <u>Master of Science (Marriage and Family C</u> <u>Master of Science (Rehabilitation Counsel</u>	stration) Counseling)
Doctorate (Educational Administration)	
PROFESSIONAL EXPERIENCE	
Present Occupation: Retired Community College	ge Administrator
	
Other:	
Registered Radiologic Technologist, Radiograph Registered Cardiovascular Technologist Author of several radiology textbooks, journal artic Professor at University of Nevada, Las Vegas.	
	-
COMMUNITY COLL FOR A CTU/TIES	
COMMUNITY COLLEGE ACTIVITIES	
College District Where Board Member: <u>Victor Va</u> Years of Service on Local Board: One year	Iley Community College District
Years of Service on Local Board: One year Offices and Committee Memberships Held on Local	Board: Clerk
State Activities (CCCT and other organizations boa Chancellor's Committees, etc.)	ards, committees, workshop presenter;
Region 5 California Community College Chief Inst California Community College Chief Instructional	
California Community College Chief Instructional and San Diego/Imperial Region 10	
Association of California Community College Adr	ninistrators (ACCCA)
Management Development Commission (ACCCA)	subcommittee)

National Activities (ACCT and other organizations, hoards, committees, etc.):	
None	
CIVIC AND COMMUNITY ACTIVITIES	
Worked as a Community Monitoring Program volunteer for the U S Department of Energy, De Research Institute and Environmental Protection Agency	<u>sert</u>
OTHER	



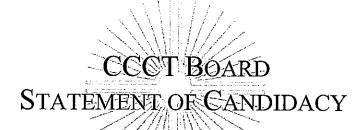
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Mail to: CCCT Board Nominations Community College League of California 2017 "O" Street Sacramento, CA 95811

The governing board of the Los Angeles Community College District nominates Andra Hoffman to be a candidate for the CCCT Board.

This nominee is a member of the Los Angeles 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



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: Andra Hoffman

DATE: January 19, 2016

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.)

With the State's reinvestment in community colleges, the next two years are critical for evaluating the student outcomes and success of SSSP, Student Equity, Bachelor's Degree pilot programs, CTE and workforce programs, and the new model for Adult Education delivery. Implementing California's College Promise is also a hot issue.

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.)

I have nearly 20 years of community college experience, and am very familiar with the history of our system, our funding model, as well as the goals of SSSP and Student Equity, ensuring that our students complete their goals. I have also built a strong network of educator-advocates in California.



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

PERSONAL

NAME: Andra Hoffman	DATE: December 21, 2015
ADDRESS: 4557 Haskell Avenue #305	CITY & ZIP CODE: Encino, CA 91436
PHONE: 818.726.0859	EMAIL: ahoffman@email.laccd.edu

EDUCATION

CERTIFICATES/DEGREES: Bachelor's Degree, Liberal Studies-Antioch University; Master's Degree Public Administration-California State University, Northridge

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Director, Career/Job Placement Center - Glendale Community College; Adjunct Faculty Member, Political Science - Glendale Community College

OTHER: Former Director, Community Outreach, San Fernando Valley Girl Scout Council

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Los Angeles Community College District (LACCD)

YEARS OF SERVICE ON LOCAL BOARD: July 1, 2015

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Chair, Legislative & Public Affairs Committee; Vice Chair, Student Success & Institutional Effectiveness Committee

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.) Member, Advisory Committee on Legislation, CCLC (4 years); Workshop Presenter numerous times since 1997 with CCLC, Chancellor's Office, FACCC, on topics such as legislative advocacy, leadership, student success, faculty and staff development, and community engagement. Organized a state-wide conference on Teacher Training, recruitment and preparation in 2001.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

LACCD is a lead district in the America's College Promise campaign and is now focused on developing a local promise program as part of the California Promise efforts.

CIVIC AND COMMUNITY ACTIVITIES

Past Member of the Board, YWCA, Glendale; Past Member of the Board, American Youth Soccer Organization; Former Director, AmeriCorps - Welfare to Work Program

OTHER

Member, California Placement Association

Member, National Student Employment Association

Member, CIWEA (California Internship and Work Experience Association)

Member, National Association of Colleges and Employers

President, National Women's Political Caucus, San Fernando Valley

Former Member, School Site Council, Sherman Oaks Elementary School



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 Imperial Community College District nominates Jerry D Hart to be a candidate for the CCCT Board.

This nominee is a member of the Imperial 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

Victor M. Jaime, Ed.D.

Board Secretary

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: Jerry D Hart

DATE: January 19, 2016

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.)

Although budgets in California have improved with Proposition 30 its taxes are due to sunset in a short time. With the costs of retirement benefits going up and costs associated with new mandates, financial stability is our first responsibility. Work with the Chancellor and Board of Governors to resolve acreditation issues.

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.)

Budget stabilization requires an effort by all constituencies to make changes to address student needs to quality education. I would work with CCLC, Chancellor, BOG, Department of Education and all labor groups to come to agreement on an equitable plan to fund colleges and insure quality programs to all students.

CCCT BOARD BIOGRAPHIC SKETCH FORM

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

PERSONAL

NAME: Jerry D Hart	DATE: January 19, 2016
ADDRESS: 108 West 2nd Street	CITY & ZIP CODE: Imperial 92251
PHONE: (760) 355-1192	EMAIL: jerry.hart@imperial.edu

EDUCATION	
CERTIFICATES/DEGREES: Ed Spc, M. A., B.A., A.A., CA Teaching and Administration Certificates	

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: 14 years of teaching at the K-12, 17 years of administration at K-12 level

OTHER: Served on CCCT Board and was one of the first graduated from the Effective Trustees Program.

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Imperial Community College District

YEARS OF SERVICE ON LOCAL BOARD: 8

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: Board Chair 3 years, SDICCA rep 8 years, Foundation rep 8 years, Chair SDICCA Board Alliance 2 years

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)
CCCT Board, SDICCA Board Alliance 8 years Chair 2 years, Workshop Presenter CCLC on Improving Financial Stability in 2014

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

Along with SDICCA and the CCCT encouraged California Community Colleges to become an active participants in ACCT. Attended ACCT Congress and helped in getting California Trustees elected to

the ACCT Board and elected Committees.

CIVIC AND COMMUNITY ACTIVITIES

IVC Foundation Board, CALCCT Member, Chair SDICCA Board Alliance, IVTA Member, Pride of Imperial Booster, Imperial JR and High School Wrestling Booster, Volunteer for the Red Cross, CPR and First Aid Trainer, Calipatria Lions Club, Little League Coach, CSBA Member and ACSA Member.

OTHER

Since being elected I have worked diligently to find answers to the critical issues facing colleges today. I have looked at the issues of partnerships in meeting our funding needs, looked at local parcel taxes as a temporary fix for meeting local needs, and lobbied for expanding CAL Grants and expanding access to these funds to community college students since I represent one of the poorest and most unemployed counties in California.



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 Peralta Community College District nominates Cy Gulassa to be a candidate for the CCCT Board.

This nominee is a member of the Peralta 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: Cy Gulassa

DATE: February 4, 2016
What do you see as the major issues and activities that should be considered by CCCT and the League in the
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next two years? (50 words or less; any portion of the statement beyond this limit will not be included.)
The CCCT/League must continue to be a strong voice for CCs and advocate vigorously for the resources
needed to assure student access, equity and success; the creation of a new accreditation process, and the
implementation of goals like College Promise and the Strong Workforce initiative, among others.
·

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.)

As a leader in CC politics, a seasoned elected trustee with 30 years of teaching in California Community colleges, I feel I know the issues, players and processes that ensure trustees a powerful roll in CC decision making, especially regarding support for effective programs and overall student success.

CCCT BOARD BIOGRAPHIC SKETCH FORM

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

PERSONAL

NAME: Cy Gulassa	DATE: February 4, 2016
ADDRESS: 6145 Harwood Ave	CITY & ZIP CODE: Oakland, 94618
PHONE: 510 551 8359	EMAIL: cy@gulassa.com

EDUCATION
CERTIFICATES/DEGREES: MA English, UC Berkeley; BA English, St. Joseph's College (IN)

PROFESSIONAL EXPERIENCE

PRESENT OCCUPATION: Peralta CC Trustee; As consultant for the Collegiate Brain Trust, worked as governance and policy specialist for various California and US CCs.

OTHER: 30 years experience as CC instructor and statewide faculty leader.

COMMUNITY COLLEGE ACTIVITIES

COLLEGE DISTRICT WHERE BOARD MEMBER: Peralta CCD, Oakland, CA

YEARS OF SERVICE ON LOCAL BOARD: Commencing 12th year

OFFICES AND COMMITTEE MEMBERSHIPS HELD ON LOCAL BOARD: President; Vice President, Chair of Policy Review Committee; Chair Chancellor Search Committee; member Audit &Finance, Standards, Technology committies; Board member Peralta Foundation.

STATE ACTIVITIES

(CCCT and other organizations boards, committees, workshop presenter, Chancellor's Committees, etc.)

CCCT Board; President (2 years) and board member (15 years) of Faculty Association of California Community Colleges; President (2 years) and Board member (7 years) of California Community College Independents; President of Bay Faculty Association (four years); Member of panel to review the Master Plan for Higher Ed; Chair of the State Task Force (AB1725) on reform of CC personnel issues; Member of Chancellor's Committee on Study Abroad; Member of the Chancellor's Consultation Committee (3 years); Member California Community College Coalition (2 years); Accreditation Team Member to 4

colleges; Published over 100 articles on CC issues; Speaker and presenter on personnel and governance reforms at numerous workshops sponsored by the Chancellor, League, State Academic Senate, FACCC, and individual CC districts.

NATIONAL ACTIVITIES

(ACCT and other organizations, boards, committees, etc.)

ACCT, AACC conferences; meetings with officials of DOE, DOJ, DOL, NSF, Veterans Affairs, & various consulates on matters pertaining to the Peralta Colleges.

CIVIC AND COMMUNITY ACTIVITIES

Member, Rockridge (Oakland) Community Planning Council (8 years); Chief Editor, Rockridge News (10 years); participant in various community projects and activities.

OTHER

Faculty Member of the Year, FACCC, 1995 Letter of Commendation, President Clinton, 1995 Honored by Senate and Assembly Resolutions

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	Antelope Valley	Communit
College District nominates	Barbara Gaines	Community
candidate for the CCCT Board.		to be a
This nominee is a member of the	Antelope Valley	Community
College District governing board California. The nominee has bee	which is a member in good standing of the Co	mmunity College League of
Enclosed are the Statement of Ca	ndidacy and the CCCT Biographical Sketch Fo	rm for our nominee.

Signature of Clerk or Secretary of Governing Board Ed Knudson, Superintendent/President

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:	Barbara Gaines	DATE:	February 16, 2016
What do you see as the major next two years? (50 words o	r issues and activities that should be considere or less; any portion of the statement beyond	d by CCCT :	and the League in the ill not be included.)
What do you see as the	major issues		
The major issues I see	that should be considered by CCCT over	r the next t	wo years center on a
— budget that provides f	unding for expansion of CTE programs	and expan	ls in the area of
	rnance, emphasizing access and equity f	or all com	ounity college
students.			· · · · · · · · · · · · · · · · · · ·
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What do you feel you can co beyond this limit will not be	ontribute in these areas? (50 words or less included.)	; any portic	on of the statement
What do you feel you o	can contribute	•	,
	e accreditation process having served or	the comm	ittee for Antelope
Valley Community Co	llege. My goal, as a board member and o	educator, is	s to ensure that all
students are the main t	focus and that equity and access to class	es are the g	uiding principles
that drive our board.			
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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.

ERSONAL Name:	Barbara Gaines	Date:	February 16, 2016	
	. 4340 W. Avenue M-12	Date.		
City: C	Quartz Hill	Zip:	93536	
Phone:	661-943-3401	661-7	789-6751	
E-Mail;	(homo) begaines@outlook.com / begai	nes@palmdalesc	l.org / bgaines2@avc.edu	
DUCATION				
Certifica	tes/Degrees: Masters Degree in (Curriculum & In	struction	
	Administrative Credential			<u>-</u>
Present (LEXPERIENCE Decupation: Director of Curriculum	n & Instruction	-Intermediate - Palmdale School	Dist:
Present (LEXPERIENCE Decupation: Director of Curriculus Principal - PSD - 8.5 years nct Instructor - Concordia Unive			- -
Other:Adju	Director of Curriculur Decupation: Director of Curriculur Principal - PSD - 8.5 years not Instructor - Concordia Unive	ersity - Masters i ntelope Valley		- -
Other:Adju	Director of Curriculus Principal - PSD - 8.5 years nct Instructor - Concordia Universe COLLEGE ACTIVITIES District Where Board Member:	ersity - Masters intelope Valley Local Board:	n C & I & Masters in Leadership	- -
Other:Adju	Principal - PSD - 8.5 years nct Instructor - Concordia Universe COLLEGE ACTIVITIES District Where Board Member: Service on Local Board: 2 years nd Committee Memberships Held on	ersity - Masters intelope Valley Local Board: Chool Board Asse	n C & I & Masters in Leadership urrently serving as Clerk ociation	- -

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	Lassen	Community
College District nominates	Shaun Giese	to be a
candidate for the CCCT Board.		
This nominee is a member of the	Lassen	Community
College District governing board,	which is a member in good standing	ng of the Community College League of
California. The nominee has been	n contacted and has given permission	on to be placed into nomination.
Enclosed are the Statement of Car	ndidacy and the CCCT Biographica	al Sketch Form for our nominee.

Signature of Clerk or Secretary of Governing Board Marlon R. Hall, Ed.D, Secretary

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: Shaun Giese

DATE: 1/25/16
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.)
The major issues and activities that should be considered by the CCCT and the League in the next two years are as follows:
* Changing of the 50% rule * Accreditation
* Costs of CTE courses compared to academic courses
* The funding and sustainability of the rural, remote community colleges.

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.)

I have an eagerness to engage in discussions with a solution oriented outcome. Complaining about issues rarely gets them solved. Asking a lot of questions and gathering data is vital to being a member of a board. My strengths lend toward these types of actions.

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.

Name:			
	Shaun Giese	Date:	1/25/2016
Address:	P.O. Box 654		
City:	Herlong CA	Zip: _	96113
Phone:	(530) 386-3891	<u> </u>	(office)
Ę-Mail:	(honne) rocky_shaun@hotmail.com	n	(office)
UCATION .			
	s/Degrees: B.S. Religion	from Liberty	University
Cortificato.	<u></u>		
			
	EXPERIENCE		
Present Oc	cupation: Facility Manage	er at K-8 Scho	ool District
041			
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	OLLEGE ACTIVITIES		
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MMUNITY Co College Di Years of So Offices and Budget State Activ	OLLEGE ACTIVITIES strict Where Board Member: La: ervice on Local Board: 2 d Committee Memberships Held or	ssen Community Local Board: Pol	Licy Committee and

Nationa	d Activities ((ACCT and oth	er organiza	tions, boards,	committees, etc.):	
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IC AND C	OMMUNITY	ACTIVITIES					
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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

DATE: 3/28/16

6.3

ITEM:

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Irvine Valley College (IVC) Barranca Entrance Project,

Advanced Technology and Education Park (ATEP), IVC First Building Project, and ATEP Utilities and Infrastructure Project, Phase I; Construction Management Services, Balfour Beatty Construction, LLC

ACTION: Approval

BACKGROUND

On April 27, 2009, the Board of Trustees approved \$2,850,000 from basic aid for the IVC Barranca Entrance project. On February 28, 2011, June 23, 2014 and June 22, 2015, the Board of Trustees approved \$26,250,000 from basic aid for the ATEP IVC First Building and the adjacent parking lot. On June 22, 2015, the Board of Trustees approved \$7,000,000 from basic aid for the ATEP Utilities and Infrastructure, Phase I.

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 sends the pool a Request for Proposals (RFP).

Construction management services are needed for all three listed projects and best value will be achieved using one firm.

STATUS

On February 17, 2016, the district received responses from six firms (EXHIBIT A). On February 29, 2016, four firms were interviewed and the evaluation committee recommends Balfour Beatty as the best value to perform construction management services for the IVC Barranca Entrance, the ATEP IVC First Building and adjacent parking lot, and the ATEP Utilities and Infrastructure, Phase I projects, for a not to exceed amount of \$1,151,310.

Funds are available in the three approved basic aid project budgets of \$2,800,000, \$26,250,000 and \$7,000,000.

RECOMMENDATION

The Chancellor recommends the Board of Trustees approve the construction management services agreement (EXHIBIT B) with Balfour Beatty Construction, LLC for the IVC Barranca Entrance, the ATEP IVC First Building and adjacent parking lot, and the ATEP Utilities and Infrastructure, Phase I projects, for a not to exceed amount of \$1,151,310.

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

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AGREEMENT: CONSTRUCTION MANAGEMENT SERVICES FOR BARRANCA ENTRANCE PROJECT AT IRVINE VALLEY COLLEGE, IVC FIRST BUILDING AND ADJACENT PARKING LOT AND UTILITIES AND INFRASTRUCTURE PROJECTS AT ADVANCED TECHNOLOGY & EDUCATION PARK (ATEP)

This AGREEMENT is made and entered into this 28th day of March in the year 2016 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Balfour Beatty Construction, LLC, 2 Park Plaza, Suite 1000, Irvine, CA, 92614, (949) 502-4000, 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 pursons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT desires to obtain Construction Management Chriservices for the Barranca Entrance project at Irvine Valley College, IVC First Building and Jajacent parking lot, and Utilities and Infrastructure projects at ATEP, and the hereinafter referred to as "ROLECT"; and

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

NOW, THEREFORE, the parties hereto agree as allows

ARTICLE 1 CM'S SERVICES AND RESPONSIBILITIES

- 1.1. <u>Services</u>. The CM's services shall consist of those services performed by the CM and CM's employees as enumerated in his ACKEEMENT.
- 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 Mark Schull Construction 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 assignments for these PROJECTS are for two Construction Managers. The CM shall designate John Bernardy, as Project Executive, and a construction management team of Mark Schull as Lead Construction Manager and Robert Weydt as the second Construction Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CM must furnish the name of all other key people in CM's firm that will be associated with the PROJECT.

- 1.4. Replacement of Key Individual. If the designated construction managers 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. 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 of the PROJECT, which are and remain that of the Architect. CM shall coordinate all works 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 have a jurisdiction over the PROJECT. The time limits established by this schedule shalls ot, except for reasonable cause, be exceeded by the CM.
- 1.7. <u>Duration.</u> The services covered by this AGN SEN ANT shall be completed within 22 months of the date of this AGREEMENT except for the post construction phase work to obtain DSA certification.

ARTICLE 2 SCOPE OF CM'S ERVICES

- 2.1. Work Plan. Work was SCCs to malize project requirements for all projects.
 - a. Develop a list of a 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. <u>Review of Design Documents</u>. The CM, including the CM's Project Manager and Project Assistant Manager for PROJECT construction, shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the PROJECT.
- b. <u>Master Construction Schedule</u>. 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, a coordination relative to infrastructure shut downs such as those that will be required in the case of Central Plan work, the DISTRICT's phasing/coordination regularements and be set forth in the Master Construction Schedule. The CM acknowledge that the CM's review of the Master Construction Schedule prepared by the contracts with be relied upon during the initial and subsequent monthly schedule submittal to arrive at acceptance.

- Construction Budget: CM Examates of Construction Costs: The CM shall review Construction Cost Estimates prepared by others for the PROJECT as depicted in Design Documents as of the date of this Agreement. Based upon such reviews, the CM shall prepare Construction Cost estimates for the PROJECT in order to perform a comparative analysis with the Contractor's proposed PROJECT costs and provide recommendations to the DISTRICT for the way to proceed with the Contractor's recommendation. The Construction cost Estimate shall be based upon the then current market conditions.
- d. <u>CM's Best adgmer</u>. Evaluations of the DISTRICT's PROJECT preliminary estimates of Construction and and detailed estimates of construction costs prepared by the CM represent the CM's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the CM nor the DISTRICT has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices, or over market or negotiating conditions. Accordingly, the CM cannot and does not warrant or represent that final negotiated prices will not vary from the PROJECT cost estimate or evaluation prepared by the CM.
- e. <u>FF&E Selection Coordination.</u> Facilitation of Coordination of FF&E selection with District, Architect and User Groups.

2.3. **Construction Phase.**

a. <u>Administration and Coordination of the Contract and Construction</u>. CM will provide administrative, management, and related services necessary to administer the PROJECT

and to coordinate the work of the Contractor during the Construction Phase of the PROJECT including but not limited to: (a) schedule, coordinate and conduct 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 the flecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed PROJECT activities; (b) maintaining reconstructing the actual costs for activities completed or in progress, including cords elating 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 pot at all pendit and completed changes to the work of the Contractor; and (d) advising and makin written recommendations to the DISTRICT for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and mit cost reports to the DISTRICT on a monthly basis. The extent of detail and the natural the format of such reports, the information compiled by the CM and eports generated by the CM shall specifically indicate the original amount of the contract by DISTRICT ers opapprovals to allowance expenditures and the extent of approved Change potential further slius port of the Contract as of the date of the CM's report based upon potential hanges hown 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. <u>Substantial Completion; Punch list.</u> 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 vine ssist the Architect in noting the conditions of the work and the measures necestary for the Contractor to achieve Substantial Completion of PROJECT construction. Conn. the Contractor achieving Substantial Completion, the CM will participate with the LISTRICT and the Architect to inspect the work completed by the Contractor to achieving sinal Completion of the PROJECT.

e. PROJECT Progress.

- 1. Master Construction Schedie. During the Preparation for Entering the Construction Phase, CM which 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 can none or the Master Construction Schedule on a monthly basis so that the BISTRICT is reptrifully informed at all times of the status and progress of overall PROSECT construction and status of the Contractor's construction progress. Where we 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. <u>Coordination of Construction Activities</u>. 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 and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this Agreement is the coordination of the activities of the Contactor in a manner so that PROJECT construction is completed

in accordance with the Master Construction Schedule and within the Construction Budget.

- 3. CM will maintain records of the progress of PROJECT Progress Reports. 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 cogress report including a narrative on the construction progress identifying my critical items and proposed solutions, an on-going chronology of milestone cents graph with one axis for expenditure and the other for time showing a dal comparison to anticipated, an on-going and updated change order by a pay quest summary including percent complete and a bulleted and day low 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 SCRICT.
- 4. <u>Substantial Completion and Mail Completion</u>. 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.
- 5. <u>Furniture</u> And Equipment (FF&E) Delivery and Installation and Furniture move. Coordinate new furniture and equipment delivery and installation in the building and coordinate move of users from their existing building.

f. Site Observations.

1. <u>CM On-Site.</u> 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. <u>CM and Contractor</u>. 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. <u>Construction Quality.</u> 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 enformity with: (a) accepted industry standards; (b) applicable laws, coder rules, regulations, or ordinances: (c) and the requirements of the Contract
- 4. Rejection of Work. Whenever in the ordicary course of discharging its services hereunder, CM shall discover at observe patent conditions of defective or deficient construction or workmans ip which has or may have an adverse impact upon building life-safety statems or operations, structural elements or integrity or the safety of persons of property, CM shall take prompt action appropriate under the circumstances, including strapping the work and thereupon notifying the DISTRICT in writher. In other arcumstances, where defective or deficient work is observed by CM, the DISTRICT shall be notified in writing by the CM of such condition and it directed by the DISTRICT, the CM shall stop or reject such work. CM's response bilities hereunder shall be limited to defective or deficient work of an apparers and patent nature.

g. <u>Site Safety</u>.

- 1. <u>Contractor Safety Program</u>. 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. <u>Safety Violations</u>; <u>Safety Conditions</u>. 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

EXHIBIT A

REPLACED BY NEW EXHIBITS A & B (See following pages)

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.

- Coordination of Changes. CM will coordinate and disseminate correspondence, 1. 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.
- Processing of Changes and Change Order. Change is the DISTRICT and the 2. Architect in evaluation of requests by contractor assuance of Change Orders and/or expenditures of allowances asset in negociations with Contractor relative to Change Orders proposals are the adjustment of Contract price or Contract time. CM will make written recombinedations 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 flor written consent and approval of the DISTRICT, to effectuate r athorize any change to the Contract. The CM shall be liable to the for a direct and consequential costs, losses or damages resulting from CM's direction or authorization to effectuate a change to the Contract without the pior co sent 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.**

Review and Transmittal of Contractor Close-Out Documents. The CM shall begin to a. 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. <u>CM PROJECT Records</u>. 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. <u>Contractor's Post-Construction Obligations</u>. 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 hake written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations.
- d. PROJECT Reports. The CM shall monitor the fing of DSA reports and other actions required by applicable law, code rule, actulation to dinance 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 report of taken other actions required upon completion of PROJECT construction, the CM shakemake written recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor hith regard to such requirements. The CM will assist the DISTRICT in completion and submission of reports and other actions required to be undertakened, the AISTRICT upon completion of PROJECT construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to the/occupy the PROJECT for the purposes intended.
- 2.5. <u>Materials</u>. CONSULTAM 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 Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CM performing any Additional Services. The CM shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT

- 3.2. <u>Notification and Authorization</u>. 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 <u>compensated based on attached standard hourly rates</u>. Such services shall include:
 - a. <u>Material PROJECT Scope Changes</u>. 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. <u>Termination/Default of Architect or Contractor</u>. 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. <u>Damage or Destruction to PROJECT</u>. 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. <u>Furniture Systems</u>. Services related to furniture systems, includes or equipment not included within the scope of the PROJECT.
 - e. <u>Investigation of Existing Conditions</u>. Services to investigate existing conditions or facilities or to provide measured drawings thereof.
 - f. <u>Furniture, Furnishings, Equipment Not at ROJECT scope</u>. Service in connection with the DISTRICT's selection, procurement or installation of furniture, furnishings or equipment not included within the scope of all PPOJECT.
- 3.3. <u>Compensation for Additional Services</u>. Nothe detailion of CM services is extended, due to the DISTRICT's need for Additional Services, the Chashall 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 negociated between the DISTRICT and CM. The CM shall provide a written request for such estalation with analysis of anticipated resource expenditure to the DISTRICT in a form a pre-approxed by the DISTRICT.

ARTICLE 4 TERMS OF TRVI

- 4.1. <u>Time is of the Essence.</u> 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. <u>Term.</u> Services under this Agreement shall be diligently performed by the CM for 22 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CM actions.
- 4.3. <u>Billing Rate.</u> 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. <u>Suspension Notice</u>. 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. <u>CM Indemnity of District.</u> 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 its 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. <u>Hold Harmless</u>. 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. <u>Workers Compensation and Employer's Liability</u>. Thy and all claims under workers' compensation acts and other employee benefit acts who 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. <u>CM Negligence</u>. Any and all claims for datages costs and/or charges caused by CM's negligent acts, errors and/or chissions, recklessness or willful misconduct in the performance of his/her obligations at 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 heliud, 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. <u>Workers' Compensation and Employers Liability Insurance.</u> 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 obligation, under this Agreement; and (vi) for completed operations.

CM shall purchase and maintain comprehensive general and cato liability insurance with limits of <u>not less than \$1,000,000 combine single limit</u>, bodily injury and property damage liability per occurrence, including

- 1. owned non-owned and hired vehicle
- 2. blanket contractual;
- 3. broad form property dama.
- 4. products/complete operations; and
- 5. personal ury,
- c. Additional Iron d. Eigh policy of insurance required in (b) above shall name DISTRICT, District Board of Trottees, 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. <u>State Authorized Insurers</u>. 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. <u>Insurance Evidenced</u>. 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
	55 5

ARTICLE 6 COMPENSATION TO THE CM

The DISTRICT shall compensate the CM as follows:

6.1. <u>Contract Price for Services.</u> The Contract Price for the all's performance of the Services under this Agreement shall consist of the following lump sum virus:

Part-time CM preparation services (2 mont s – as bit en down below)	\$30,960
Barranca Entrance Project	\$10,320
ATEP IVC First Building	\$10,320
ATEP Infrastructure	\$10,320
Full time CM services (3 montes – 3 broken down below)	\$95,040
Barranca Entrance recect	\$47,520
ATEP IVC Past Building	\$23,760
ATEP Infrastructure	\$23,760
Construction Management (17 months – as broken down below)	\$1,015,610
Barrance Entrance Project	\$152,342
ATEP IVC First Building	\$431,634
ATEP Infrastructure	\$431,634
Post-Construction Phase (Close Out – as broken down below)	\$1,000
ATEP IVC First Building	\$500
ATEP Infrastructure	\$500
Job Site Overhead/General Conditions Costs – as broken down below)	\$8,700
Barranca Entrance Project	\$4,300
	Barranca Entrance Project ATEP IVC First Building ATEP Infrastructure Full time CM services (3 mont s – 4 broken down below) Barranca Entrance as elect ATEP IVC First Building ATEP Infrastructure Construction Management (17 months – as broken down below) Barrance Entrance Project ATEP IVC First Building ATEP INfrastructure Post-Construction Phase (Close Out – as broken down below) ATEP IVC First Building ATEP Infrastructure Job Site Overhead/General Conditions Costs – as broken down below)

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ATEP First Building and Infrastructure Projects

\$4,350

f. Reimbursable Cost (N/A)

\$0

g. TOTAL

\$1,151,310

- 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 actually in the immediately prior month in a format previously approved by the DISTRICT. Areviously approved and allowable Reimbursable Expenses shall be itemized and evidence hall be provided of the cost or value of any Allowable Reimbursable Expense costs for which symmetries requested by CM. Services are to be invoiced in 2 installments of one Project Manager's p. t-time service at \$15,480 per month, 3 months of one Project Managers full-time service at \$31,660 per month, and 17 equal monthly amounts of \$60,312 for Construction Phase and Post Sonstruction Phase (Close-out) and Jobsite Overhead Costs.
- 6.4. <u>DISTRICT Payment of Contract Price.</u> With a thirt, (30) days of the date of the District's receipt of CM's billing invoices, DISTRICT was 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 disputated damages or other amounts withheld by the DISTRICT from payment to the Contractor.
- 6.5. Withholding Paymer 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 it 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. <u>Late payments</u>. 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. <u>Schedule Delay</u>. 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: <u>at standard hourly</u> 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 cansponation in connection with the PROJECT; expenses in connection with authorized out-or-town travel; long-distance communications; and fees paid for securing approval or 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 three 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 simbursable upon DISTRICT's prior written approval.
 - d. If authorized in advance in white by the DISTRICT, expense of overtime work requiring higher than regular ares will be reimbursed.
 - e. Expense of renderings, codels 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. <u>District Ownership of Documents</u>. 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. <u>Documentation.</u> 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. <u>Electronic Copy of Documents</u>. 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. <u>Termination for Convenience</u>. DISTRIC may at any time, with or without reason, terminate this AGREEMENT and compensate CM only or solvices satisfactorily rendered to the date of termination, plus reasonable demobilization costs as agreed by the parties. Thirty (30) day written notice by DISTRICT shall be sufficient to stop performance of services by CM. Notice shall be considered applicable as if the date established on the termination notice and deemed given when received by the CM or in later than three days after the day of mailing, whichever is sooner.
- 8.2. Termination for cluse. DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cluse. 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. <u>Termination by Either Party</u>. 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. <u>Suspension of PROJECT</u>. 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. <u>Abandonment of PROJECT</u>. 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. <u>Non Payment</u>. The DISTRICT's failure to make payment 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 air. It payment, the CM may, upon 7 days written notice to the DISTRICT, suspend performance. 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 crossed the District because of such suspension of services.
- 8.7. <u>CM Compensation</u>. The CM call be compensated for services satisfactorily performed prior to a termination which is not the call 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. <u>Liability for District Danges</u>. 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. <u>Mediation Requirements</u>. 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. <u>Arbitration.</u> 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 witing with the other party to this AGREEMENT in accordance with the rules of the American 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 a ditration 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 exforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 %.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, previous tes to arbitration, compliance with contractual time limitations, applies bility 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 interlocatory appeal of an order compelling arbitration.
 - e. The award rederer 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. <u>District Provided Information</u>. 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. <u>District Representative</u>. The DISTRICT shall appoint representatives 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 Representatives are:

John Edwards, Director of Site Development

Mary Opel, Construction Manager

- 10.3. <u>District Notification</u>. 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. <u>Tests/Inspections</u>. 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 no with landing, the Services of the CM include assistance to the DISTRICT in identifying, selections, and relaining the Inspector and Test/Inspection Service Providers.
- 10.5. <u>DISTRICT Consultants</u>. Except to the extent of design consultants retained by the Architect, other consultants required or desired by the DISTRICT of 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 & abate tent consultants.

ARTICLE 11 MISCELLANEOUS

- 11.1. <u>Affirmative Action</u>. CM agrees that Collwar 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. <u>CM Accounting Records</u>. 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. <u>Cumulative Rights; Non Waiver</u>. 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. <u>Contract</u>. A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
- b. <u>Contractor</u>. A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. <u>Design Documents</u>. The Drawings, Specifications, calculation and other work product and Instruments of Service prepared by or on behalfs of the Architect for the PROJECT. Design Documents include surveys, soil report and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. <u>Architect</u>. The Architect are Dough rty + Dougherty and EPD Solutions. References to the Architect include <u>Seung Paek and Jeremy Krout</u> and its managers retained to prepare or provide any portion of the Design Documents.
- e. <u>Submittals</u>. Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Submittactor to Contractor or suppliers illustrating some portion of work of the PROJECT.
- f. <u>Site</u>. The placed area for construction and activities relating to construction of the PROJECT
- g. <u>Construction on act Documents</u>. 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. <u>Substantial Completion</u>. 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. <u>Final Completion</u>. 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. <u>Employment with Public Agency</u>. 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 DISTIRCT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. <u>Governing Law</u>. 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. <u>Independent Contractor</u>. CM, in the performance of this AGREEMENT, shall be and act as an independent contractor. CM understands and agrees that he/sharend all of his/her employees shall not be considered officers, employees or agents of the DISTRIC 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 lineared 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 agreey 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. <u>Marginal Headings; Captions</u>. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for anyenishice of reference only and are not intended to and in no way shall enlarge or diramshible rights or obligations of CM and DISTRICT hereunder.
- 11.11. Non-Assignment. The DISTN CT and CM, respectively, bind themselves, their partners, officers, successors, assign and legal representatives to the other party to this AGREEMENT with respect to the terms of this GREEN ENT. 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. <u>Permits/Licenses</u>. 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. <u>Notifications</u>. 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

EXHIBIT A Page 23 of 26

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
John Edwards or Mary Opel
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Email: jedwards@socccd.edu

Email: <u>jedwards@socccd.ed</u> mopel@socccd.edu

Dr. Debra Fitzsimons
Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
dfitzsimons@socccd.edu

CONSTRUCTION MANAGER
John Bernardy
Senior Vice President
Balfour Beatty Construction, LLC
2 Park Plaza, Suite 1000
Irvine, CA 92614
jbernardy@Balfourbeattyus.com

- 11.15. <u>Severability.</u> If any provision of this Agreement is enemed in gal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions and remain and continue in full force and effect
- 11.16. Entire Agreement/Amendment. This AGRE MEN and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CM and supersede all prior negotiations, representations or agreements, eithe written or oral with respect to the services contemplated. This AGREEMENT may be smelled or modified only by an agreement in writing signed by both the DISTRICT and the Color.
- 11.17. <u>Binding Agreeme</u> t. The DI TRICT and CM, respectively, bind themselves, their partners, officers, successors, assigns at a 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"	"CM"	
South Orange County Community College District	Balfour Beatty Construction, LLC	
Dr. Debra L. Fitzsimons	Brian Cahill	
Vice Chancellor, Business Services	President, California Division	
(Date)	(Date)	

(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>	Fee Per Hour
Project Executive	\$205
Senior Construction Manager	\$190
Construction Manager	\$180
Assistant Construction Manager	\$150
Senior Project Engineer	\$105
Project Engineer	\$ 6
Project Controls	\$95
Accounting Specialist	\$65
Site Superintendent	\$.00
Project Assistant/Administrative Support (FOM)	\$65
Scheduler	\$120
Estimator	\$125
Safety	\$150
Virtual Construction /BIM Specialist	\$110
QA/QC Specialist	\$140
IT Support	\$120
Engineering and Architectural Services Manager	\$160
Resident Engineer	\$205
Licensed Engineer (Civil, Structural, Mechanical, Electrical)	\$235
Registered Architect	\$250

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 – provide by contractor

(1) five drawer file cabinet – provide by contractor

Internet Connection – provide by Construction Manager

Computers and necessary software – provided by Construction Manager

Printer/Fax/Scanner/Copier – provided by the Construction Manual er

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 – provide by the contractor

All necessary office supplies – provided by the Concruction Manager

Trash service/trailer cleaning – problem by the contractor

17 month IOR trailer renta @ \$100 mol. 1 - provided by the Construction Manager for ATEP

Note: Jobsite Trailer at IVC from June 2016 – January 2017 and Jobsite Trailer at ATEP from September 2016 – January 2018

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AGREEMENT: CONSTRUCTION MANAGEMENT SERVICES FOR BARRANCA ENTRANCE PROJECT AT IRVINE VALLEY COLLEGE, IVC FIRST BUILDING AND ADJACENT PARKING LOT AND UTILITIES AND INFRASTRUCTURE PROJECTS AT ADVANCED TECHNOLOGY & EDUCATION PARK (ATEP)

This AGREEMENT is made and entered into this 28th day of March in the year 2016 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Balfour Beatty Construction, LLC, 2 Park Plaza, Suite 1000, Irvine, CA, 92614, (949) 502-4000, 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 pursons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, DISTRICT desires to obtain Construction Management Chriservices for the Barranca Entrance project at Irvine Valley College, IVC First Building and Jajacent parking lot, and Utilities and Infrastructure projects at ATEP, and the hereinafter referred to as "ROLECT"; and

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

NOW, THEREFORE, the parties hereto agree as allows

ARTICLE 1 CM'S SERVICES AND RESPONSIBILITIES

- 1.1. <u>Services</u>. The CM's services shall consist of those services performed by the CM and CM's employees as enumerated in his ACKEEMENT.
- 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 Mark Schull Construction 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 assignments for these PROJECTS are for two Construction Managers. The CM shall designate John Bernardy, as Project Executive, and a construction management team of Mark Schull as Lead Construction Manager and Robert Weydt as the second Construction Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CM must furnish the name of all other key people in CM's firm that will be associated with the PROJECT.

- 1.4. Replacement of Key Individual. If the designated construction managers 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. 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 of the PROJECT, which are and remain that of the Architect. CM shall coordinate all works 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 have a jurisdiction over the PROJECT. The time limits established by this schedule shalls ot, except for reasonable cause, be exceeded by the CM.
- 1.7. <u>Duration.</u> The services covered by this AGN SEN ANT shall be completed within 22 months of the date of this AGREEMENT except for the post construction phase work to obtain DSA certification.

ARTICLE 2 SCOPE OF CM'S ERVICES

- 2.1. Work Plan. Work was SCCs to malize project requirements for all projects.
 - a. Develop a list of a 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. <u>Review of Design Documents</u>. The CM, including the CM's Project Manager and Project Assistant Manager for PROJECT construction, shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the PROJECT.
- b. <u>Master Construction Schedule</u>. 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, a coordination relative to infrastructure shut downs such as those that will be required in the case of Central Plan work, the DISTRICT's phasing/coordination regularements and be set forth in the Master Construction Schedule. The CM acknowledge that the CM's review of the Master Construction Schedule prepared by the contracts with be relied upon during the initial and subsequent monthly schedule submittal to arrive at acceptance.

- Construction Budget: CM Examates of Construction Costs: The CM shall review Construction Cost Estimates prepared by others for the PROJECT as depicted in Design Documents as of the date of this Agreement. Based upon such reviews, the CM shall prepare Construction Cost estimates for the PROJECT in order to perform a comparative analysis with the Contractor's proposed PROJECT costs and provide recommendations to the DISTRICT for the way to proceed with the Contractor's recommendation. The Construction cost Estimate shall be based upon the then current market conditions.
- d. <u>CM's Best adgmer</u>. Evaluations of the DISTRICT's PROJECT preliminary estimates of Construction and and detailed estimates of construction costs prepared by the CM represent the CM's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the CM nor the DISTRICT has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices, or over market or negotiating conditions. Accordingly, the CM cannot and does not warrant or represent that final negotiated prices will not vary from the PROJECT cost estimate or evaluation prepared by the CM.
- e. <u>FF&E Selection Coordination.</u> Facilitation of Coordination of FF&E selection with District, Architect and User Groups.

2.3. **Construction Phase.**

a. <u>Administration and Coordination of the Contract and Construction</u>. CM will provide administrative, management, and related services necessary to administer the PROJECT

and to coordinate the work of the Contractor during the Construction Phase of the PROJECT including but not limited to: (a) schedule, coordinate and conduct 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 the flecting variations between actual Construction Costs and the Construction Budget and estimated costs of unperformed PROJECT activities; (b) maintaining reconstructing the actual costs for activities completed or in progress, including cords elating 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 pot at all pendit and completed changes to the work of the Contractor; and (d) advising and makin written recommendations to the DISTRICT for adjustments to the Construction Budget relative to actual or anticipated Construction Costs. The CM shall prepare and mit cost reports to the DISTRICT on a monthly basis. The extent of detail and the natural the format of such reports, the information compiled by the CM and eports generated by the CM shall specifically indicate the original amount of the contract by DISTRICT ers opapprovals to allowance expenditures and the extent of approved Change potential further slius port of the Contract as of the date of the CM's report based upon potential hanges hown 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. <u>Substantial Completion; Punch list.</u> 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 vine ssist the Architect in noting the conditions of the work and the measures necestary for the Contractor to achieve Substantial Completion of PROJECT construction. Conn. the Contractor achieving Substantial Completion, the CM will participate with the LISTRICT and the Architect to inspect the work completed by the Contractor to achieving sinal Completion of the PROJECT.

e. <u>PROJECT Progress.</u>

- 1. Master Construction Schedie. During the Preparation for Entering the Construction Phase, CM which 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 can none or the Master Construction Schedule on a monthly basis so that the BISTRICT is reptrifully informed at all times of the status and progress of overall PROSECT construction and status of the Contractor's construction progress. Where we 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. <u>Coordination of Construction Activities</u>. 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 and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this Agreement is the coordination of the activities of the Contactor in a manner so that PROJECT construction is completed

in accordance with the Master Construction Schedule and within the Construction Budget.

- 3. CM will maintain records of the progress of PROJECT Progress Reports. 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 cogress report including a narrative on the construction progress identifying my critical items and proposed solutions, an on-going chronology of milestone cents graph with one axis for expenditure and the other for time showing a dal comparison to anticipated, an on-going and updated change order by a pay quest summary including percent complete and a bulleted and day low 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 SCRICT.
- 4. <u>Substantial Completion and Mail Completion</u>. 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.
- 5. <u>Furniture</u> And Equipment (FF&E) Delivery and Installation and Furniture move. Coordinate new furniture and equipment delivery and installation in the building and coordinate move of users from their existing building.

f. Site Observations.

1. <u>CM On-Site.</u> 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. <u>CM and Contractor</u>. 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. <u>Construction Quality.</u> 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 enformity with: (a) accepted industry standards; (b) applicable laws, coder rules, regulations, or ordinances: (c) and the requirements of the Contract
- 4. Rejection of Work. Whenever in the ordicary course of discharging its services hereunder, CM shall discover at observe patent conditions of defective or deficient construction or workmans ip which has or may have an adverse impact upon building life-safety statems or operations, structural elements or integrity or the safety of persons of property, CM shall take prompt action appropriate under the circumstances, including strapping the work and thereupon notifying the DISTRICT in writher. In other arcumstances, where defective or deficient work is observed by CM, the DISTRICT shall be notified in writing by the CM of such condition and it directed by the DISTRICT, the CM shall stop or reject such work. CM's response bilities hereunder shall be limited to defective or deficient work of an apparers and patent nature.

g. <u>Site Safety</u>.

- 1. <u>Contractor Safety Program</u>. 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. <u>Safety Violations</u>; <u>Safety Conditions</u>. 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

EXHIBIT A

REPLACED BY NEW EXHIBITS A & B (See following pages)

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.

- Coordination of Changes. CM will coordinate and disseminate correspondence, 1. 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.
- Processing of Changes and Change Order. Clawill as st the DISTRICT and the 2. Architect in evaluation of requests by contractor assuance of Change Orders and/or expenditures of allowances asset in negociations with Contractor relative to Change Orders proposals are the adjustment of Contract price or Contract time. CM will make written recombinedations 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 flor written consent and approval of the DISTRICT, to effectuate r athorize any change to the Contract. The CM shall be liable to the for a direct and consequential costs, losses or damages resulting from CM's direction or authorization to effectuate a change to the Contract without the sior co sent 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.**

Review and Transmittal of Contractor Close-Out Documents. The CM shall begin to a. 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. <u>CM PROJECT Records</u>. 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. <u>Contractor's Post-Construction Obligations</u>. 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 hake written recommendations, as necessary, for securing Contractor's compliance with post-construction obligations.
- d. PROJECT Reports. The CM shall monitor the fing of DSA reports and other actions required by applicable law, code rule, actulation to dinance 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 report of taken other actions required upon completion of PROJECT construction, the CM shakemake written recommendations to the DISTRICT for measures to secure compliance by the Architect, Inspector, Test/Inspection Service Provider, or the Contractor hith regard to such requirements. The CM will assist the DISTRICT in completion and submission of reports and other actions required to be undertakened, the AISTRICT upon completion of PROJECT construction pursuant to applicable law, code, rule, regulation, or ordinance or otherwise required to allow the DISTRICT to the/occupy the PROJECT for the purposes intended.
- 2.5. <u>Materials</u>. CONSULTAM 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 Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CM performing any Additional Services. The CM shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT

- 3.2. <u>Notification and Authorization</u>. 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 <u>compensated based on attached standard hourly rates</u>. Such services shall include:
 - a. <u>Material PROJECT Scope Changes</u>. 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. <u>Termination/Default of Architect or Contractor</u>. 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. <u>Damage or Destruction to PROJECT</u>. 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. <u>Furniture Systems</u>. Services related to furniture systems, includes or equipment not included within the scope of the PROJECT.
 - e. <u>Investigation of Existing Conditions</u>. Services to investigate existing conditions or facilities or to provide measured drawings thereof.
 - f. <u>Furniture, Furnishings, Equipment Not at ROJECT scope</u>. Service in connection with the DISTRICT's selection, procurement or installation of furniture, furnishings or equipment not included within the scope of all PPOJECT.
- 3.3. <u>Compensation for Additional Services</u>. Nothe detailion of CM services is extended, due to the DISTRICT's need for Additional Services, the Chashall 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 negociated between the DISTRICT and CM. The CM shall provide a written request for such estalation with analysis of anticipated resource expenditure to the DISTRICT in a form a pre-approxed by the DISTRICT.

ARTICLE 4 TERMS OF TRVI

- 4.1. <u>Time is of the Essence.</u> 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. <u>Term.</u> Services under this Agreement shall be diligently performed by the CM for 22 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CM actions.
- 4.3. <u>Billing Rate.</u> 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. <u>Suspension Notice</u>. 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. <u>CM Indemnity of District.</u> 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 its 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. <u>Hold Harmless</u>. 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. <u>Workers Compensation and Employer's Liability</u>. Thy and all claims under workers' compensation acts and other employee benefit acts who 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. <u>CM Negligence</u>. Any and all claims for datages costs and/or charges caused by CM's negligent acts, errors and/or chissions, 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 heliud, without limitation attorneys' fees and court costs incurred by DISTRICT wan 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 obligation, under this Agreement; and (vi) for completed operations.

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

- 1. owned non-owned and hired vehicle.
- 2. blanket contractual;
- 3. broad form property dama.
- 4. products/complete operations; and
- 5. personal ury,
- c. Additional Iron d. Eigh policy of insurance required in (b) above shall name DISTRICT, District Board of Trottees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CM hereunder, eight 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. <u>State Authorized Insurers</u>. 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. <u>Insurance Evidenced</u>. 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
	55 5

ARTICLE 6 COMPENSATION TO THE CM

The DISTRICT shall compensate the CM as follows:

6.1. <u>Contract Price for Services.</u> The Contract Price for the all's performance of the Services under this Agreement shall consist of the following lump sum virus:

Part-time CM preparation services (2 mont s – as bit en down below)	\$30,960
Barranca Entrance Project	\$10,320
ATEP IVC First Building	\$10,320
ATEP Infrastructure	\$10,320
Full time CM services (3 montes – 3 broken down below)	\$95,040
Barranca Entrance recect	\$47,520
ATEP IVC Past Building	\$23,760
ATEP Infrastructure	\$23,760
Construction Management (17 months – as broken down below)	\$1,015,610
Barrance Entrance Project	\$152,342
ATEP IVC First Building	\$431,634
ATEP Infrastructure	\$431,634
Post-Construction Phase (Close Out – as broken down below)	\$1,000
ATEP IVC First Building	\$500
ATEP Infrastructure	\$500
Job Site Overhead/General Conditions Costs – as broken down below)	\$8,700
Barranca Entrance Project	\$4,300
	Barranca Entrance Project ATEP IVC First Building ATEP Infrastructure Full time CM services (3 mont s – 4 broken down below) Barranca Entrance as elect ATEP IVC First Building ATEP Infrastructure Construction Management (17 months – as broken down below) Barrance Entrance Project ATEP IVC First Building ATEP INfrastructure Post-Construction Phase (Close Out – as broken down below) ATEP IVC First Building ATEP Infrastructure Job Site Overhead/General Conditions Costs – as broken down below)

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ATEP First Building and Infrastructure Projects

\$4,350

f. Reimbursable Cost (N/A)

\$0

g. TOTAL

\$1,151,310

- 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 actually in the immediately prior month in a format previously approved by the DISTRICT. Areviously approved and allowable Reimbursable Expenses shall be itemized and evidence hall be provided of the cost or value of any Allowable Reimbursable Expense costs for which symmetries requested by CM. Services are to be invoiced in 2 installments of one Project Manager's p. t-time service at \$15,480 per month, 3 months of one Project Managers full-time service at \$31,660 per month, and 17 equal monthly amounts of \$60,312 for Construction Phase and Post Sonstruction Phase (Close-out) and Jobsite Overhead Costs.
- 6.4. <u>DISTRICT Payment of Contract Price.</u> With a thirt, (30) days of the date of the District's receipt of CM's billing invoices, DISTRICT was 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 disputated damages or other amounts withheld by the DISTRICT from payment to the Contractor.
- 6.5. Withholding Paymer 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 it 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. <u>Late payments</u>. 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. <u>Schedule Delay</u>. 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: <u>at standard hourly</u> 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 cansponation in connection with the PROJECT; expenses in connection with authorized out-or-town travel; long-distance communications; and fees paid for securing approval or 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 three 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 simbursable upon DISTRICT's prior written approval.
 - d. If authorized in advance in white by the DISTRICT, expense of overtime work requiring higher than regular ares will be reimbursed.
 - e. Expense of renderings, codels 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. <u>District Ownership of Documents</u>. 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. <u>Documentation.</u> 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. <u>Electronic Copy of Documents</u>. 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. <u>Termination for Convenience</u>. DISTRIC may at any time, with or without reason, terminate this AGREEMENT and compensate CM only or solvices satisfactorily rendered to the date of termination, plus reasonable demobilization costs as agreed by the parties. Thirty (30) day written notice by DISTRICT shall be sufficient to stop performance of services by CM. Notice shall be considered applicable as if the date established on the termination notice and deemed given when received by the CM or in 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. <u>Termination by Either Party</u>. 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. <u>Suspension of PROJECT</u>. 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. <u>Abandonment of PROJECT</u>. 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. <u>Non Payment</u>. The DISTRICT's failure to make payment 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 air. It payment, the CM may, upon 7 days written notice to the DISTRICT, suspend performance. 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 crossed the District because of such suspension of services.
- 8.7. <u>CM Compensation</u>. The CM call be compensated for services satisfactorily performed prior to a termination which is not the call 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. <u>Liability for District Danges</u>. 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. <u>Mediation Requirements</u>. 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. <u>Arbitration.</u> 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 witing with the other party to this AGREEMENT in accordance with the rules of the American 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 a ditration 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 exforce this agreement to arbitrate, the only issues to be determined shall be those set forth in 9 %.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, previous tes to arbitration, compliance with contractual time limitations, applies bility 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 interlocatory appeal of an order compelling arbitration.
 - e. The award rederer 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. <u>District Provided Information</u>. 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. <u>District Representative</u>. The DISTRICT shall appoint representatives 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 Representatives are:

John Edwards, Director of Site Development

Mary Opel, Construction Manager

- 10.3. <u>District Notification</u>. 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. <u>Tests/Inspections</u>. 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 no with landing, the Services of the CM include assistance to the DISTRICT in identifying, selections, and relaining the Inspector and Test/Inspection Service Providers.
- 10.5. <u>DISTRICT Consultants</u>. Except to the extent of design consultants retained by the Architect, other consultants required or desired by the DISTRICT of 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 & abate tent consultants.

ARTICLE 11 MISCELLANEOUS

- 11.1. <u>Affirmative Action</u>. CM agrees that Collwar 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. <u>CM Accounting Records</u>. 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.

REPLACED BY NEW EXHIBITS A & B (See following pages)

- 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. <u>Cumulative Rights; Non Waiver</u>. 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. <u>Contract</u>. A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
- b. <u>Contractor</u>. A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. <u>Design Documents</u>. The Drawings, Specifications, calculation and other work product and Instruments of Service prepared by or on behalfs of the Architect for the PROJECT. Design Documents include surveys, soil report and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. <u>Architect</u>. The Architect are Dough rty + Dougherty and EPD Solutions. References to the Architect include <u>Seung Paek and Jeremy Krout</u> and its managers retained to prepare or provide any portion of the Design Documents.
- e. <u>Submittals</u>. Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Submittactor to Contractor or suppliers illustrating some portion of work of the PROJECT.
- f. <u>Site</u>. The placed area for construction and activities relating to construction of the PROJECT
- g. <u>Construction on act Documents</u>. 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. <u>Substantial Completion</u>. 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. <u>Final Completion</u>. 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. <u>Employment with Public Agency</u>. 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 DISTIRCT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. <u>Governing Law</u>. 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. <u>Independent Contractor</u>. CM, in the performance of this AGREEMENT, shall be and act as an independent contractor. CM understands and agrees that he/sharend all of his/her employees shall not be considered officers, employees or agents of the DISTRIC 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 lineared 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 agreey 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. <u>Marginal Headings; Captions</u>. The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for anyenishice of reference only and are not intended to and in no way shall enlarge or diramshible rights or obligations of CM and DISTRICT hereunder.
- 11.11. Non-Assignment. The DISTN CT and CM, respectively, bind themselves, their partners, officers, successors, assign and legal representatives to the other party to this AGREEMENT with respect to the terms of this GREEN ENT. 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. <u>Permits/Licenses</u>. 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. <u>Notifications</u>. 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

REPLACED BY NEW EXHIBITS A & B (See following pages)

EXHIBIT A Page 23 of 26

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
John Edwards or Mary Opel
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Email: jedwards@socccd.edu

Email: <u>jedwards@socccd.ed</u> mopel@socccd.edu

Dr. Debra Fitzsimons
Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
dfitzsimons@socccd.edu

CONSTRUCTION MANAGER
John Bernardy
Senior Vice President
Balfour Beatty Construction, LLC
2 Park Plaza, Suite 1000
Irvine, CA 92614
jbernardy@Balfourbeattyus.com

- 11.15. <u>Severability.</u> If any provision of this Agreement is enemed in gal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions and remain and continue in full force and effect
- 11.16. Entire Agreement/Amendment. This AGRE MEN and any exhibits attached hereto represent the entire AGREEMENT between the DISTRICT and CM and supersede all prior negotiations, representations or agreements, eithe written or oral with respect to the services contemplated. This AGREEMENT may be smelled or modified only by an agreement in writing signed by both the DISTRICT and the Color.
- 11.17. <u>Binding Agreeme</u> t. The DI TRICT and CM, respectively, bind themselves, their partners, officers, successors, assigns at a 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"	"CM"			
South Orange County Community College District	Balfour Beatty Construction, LLC			
Dr. Debra L. Fitzsimons	Brian Cahill			
Vice Chancellor, Business Services	President, California Division			
(Date)	(Date)			

(Taxpayer number)



REPLACED BY NEW EXHIBITS A & B (See following pages)

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>	Fee Per Hour
Project Executive	\$205
Senior Construction Manager	\$190
Construction Manager	\$180
Assistant Construction Manager	\$150
Senior Project Engineer	\$105
Project Engineer	\$ 5
Project Controls	\$95
Accounting Specialist	\$65
Site Superintendent	\$.0
Project Assistant/Administrative Support (FOM)	\$65
Scheduler	\$120
Estimator	\$125
Safety	\$150
Virtual Construction /BIM Specialist	\$110
QA/QC Specialist	\$140
IT Support	\$120
Engineering and Architectural Services Manager	\$160
Resident Engineer	\$205
Licensed Engineer (Civil, Structural, Mechanical, Electrical)	\$235
Registered Architect	\$250

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 – provide by contractor

(1) five drawer file cabinet – provide by contractor

Internet Connection – provide by Construction Manager

Computers and necessary software – provided by Construction Manager

Printer/Fax/Scanner/Copier – provided by the Construction Manual er

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 – provide by the contractor

All necessary office supplies – provided by the Concruction Manager

Trash service/trailer cleaning – problem by the contractor

17 month IOR trailer renta @ \$100 mol. 1 - provided by the Construction Manager for ATEP

Note: Jobsite Trailer at IVC from June 2016 – January 2017 and Jobsite Trailer at ATEP from September 2016 – January 2018

Request for Proposals for Construction Management Services

IVC Barranca Entrance, ATEP IVC First Building and adjacent parking lot, and ATEP Utilities and Infrastructure, Phase I Projects

March 28, 2016

COMPANY NAME	<u>CITY</u>	SUBMITTED BY
**/*Balfour Beatty Construction, LLC (submitted two teams and interviewed one)	Irvine, CA	Brian Cahill
*gkkworks (submitted and interviewed two teams)	Irvine, CA	J. Brandon Dekker
*APSI Construction Management	Irvine, CA	Jay Losak
*Kitchell CEM, Inc.	Costa Mesa, CA	Wendy Cohen
Bernards Builders and Management Services	Irvine, CA	Rick Fochtman
Cumming Construction Management, Inc.	Los Angeles, CA	Anthony Sanchez

^{*}Firms Interviewed

^{**}Recommended Firm



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AGREEMENT: CONSTRUCTION MANAGEMENT SERVICES FOR BARRANCA ENTRANCE PROJECT AT IRVINE VALLEY COLLEGE, IVC FIRST BUILDING AND ADJACENT PARKING LOT AND UTILITIES AND INFRASTRUCTURE PROJECTS AT ADVANCED TECHNOLOGY & EDUCATION PARK (ATEP)

This AGREEMENT is made and entered into this 28th day of March in the year 2016 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Balfour Beatty Construction, LLC, 2 Park Plaza, Suite 1000, Irvine, CA, 92614, (949) 502-4000, 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 Barranca Entrance project at Irvine Valley College, IVC First Building and adjacent parking lot, and Utilities and Infrastructure projects at ATEP, and the 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. <u>Services</u>. The CM's services shall consist of those services performed by the CM and CM's employees as enumerated in this AGREEMENT.
- 1.2. <u>Standard of Care</u>. 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 **Mark Schull** Construction Manager. CM shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. <u>Key Individual Assignment</u>. The CM has been selected to perform the work herein because of the skills and expertise of key individuals. CM assignments for these PROJECTS are for two Construction Managers. The CM shall designate John Bernardy, as Project Executive, and a construction management team of Mark Schull as Lead Construction Manager and Robert Weydt as the second Construction Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the CM must furnish the name of all other key people in CM's firm that will be associated with the PROJECT.

- 1.4. Replacement of Key Individual. If the designated construction managers 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. 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. <u>Acceptance of Project Schedule</u>. 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.
- 1.7. <u>Duration.</u> The services covered by this AGREEMENT shall be completed within 22 months of the date of this AGREEMENT except for the post construction phase work to obtain DSA certification.

ARTICLE 2 SCOPE OF CM'S SERVICES

- 2.1. Work Plan. Work with SOCCCD to finalize project requirements for all projects.
 - 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. <u>Review of Design Documents</u>. The CM, including the CM's Project Manager and Project Assistant Manager for PROJECT construction, shall review the Design Documents completed by the Architect to attain a complete understanding of the design and scope of the PROJECT.
- b. <u>Master Construction Schedule</u>. 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 Plan 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. <u>Construction Budget</u>: CM Estimate of Construction Costs: The CM shall review Construction Cost Estimates prepared by others for the PROJECT as depicted in Design Documents as of the date of this Agreement. Based upon such reviews, the CM shall prepare Construction Cost Estimates for the PROJECT in order to perform a comparative analysis with the Contractor's proposed PROJECT costs and provide recommendations to the DISTRICT for how to proceed with the Contractor's recommendation. The Construction Cost Estimate shall be based upon the then current market conditions.
- d. <u>CM's Best Judgment</u>. Evaluations of the DISTRICT's PROJECT preliminary estimates of Construction Costs and detailed estimates of construction costs prepared by the CM represent the CM's best judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the CM nor the DISTRICT has control over the cost of labor, materials or equipment, over Contractor's methods of determining bid prices, or over market or negotiating conditions. Accordingly, the CM cannot and does not warrant or represent that final negotiated prices will not vary from the PROJECT cost estimate or evaluation prepared by the CM.
- e. <u>FF&E Selection Coordination.</u> Facilitation of Coordination of FF&E selection with District, Architect and User Groups.

2.3. **Construction Phase.**

a. <u>Administration and Coordination of the Contract and Construction</u>. CM will provide administrative, management, and related services necessary to administer the PROJECT

and to coordinate the work of the Contractor during the Construction Phase of the PROJECT including but not limited to: (a) schedule, coordinate and conduct 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. <u>Substantial Completion; Punch list</u>. 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. <u>PROJECT Progress.</u>

- 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. <u>Coordination of Construction Activities</u>. 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 and sequencing of Contractor's construction activities so that Site space is appropriately allocated and the Master Construction Schedule is maintained. A material obligation of the CM under this Agreement is the coordination of the activities of the Contactor in a manner so that PROJECT construction is completed

in accordance with the Master Construction Schedule and within the Construction Budget.

- 3. 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.
- 4. <u>Substantial Completion and Final Completion</u>. 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.
- 5. <u>Furniture</u>, Fixture and Equipment (FF&E) Delivery and Installation and Furniture <u>move</u>. Coordinate new furniture and equipment delivery and installation in the building and coordinate move of users from their existing building.

f. Site Observations.

1. <u>CM On-Site.</u> 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. <u>CM and Contractor</u>. 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. <u>Construction Quality.</u> 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. <u>Contractor Safety Program</u>. 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. <u>Safety Violations</u>; <u>Safety Conditions</u>. 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

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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. <u>Coordination of Changes.</u> 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. <u>Claims Handling</u>. 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. <u>CM PROJECT Records</u>. 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. <u>Contractor's Post-Construction Obligations</u>. 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. <u>Materials</u>. 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 Board of Trustees of the District must approve an amendment to this Agreement, fully executed, prior to CM performing any Additional Services. The CM shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT

- 3.2. <u>Notification and Authorization</u>. 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 <u>compensated based on attached standard hourly rates</u>. Such services shall include:
 - a. <u>Material PROJECT Scope Changes</u>. 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. <u>Termination/Default of Architect or Contractor</u>. 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. <u>Damage or Destruction to PROJECT</u>. 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. <u>Furniture Systems</u>. Services related to furniture systems, facilities or equipment not included within the scope of the PROJECT.
 - e. <u>Investigation of Existing Conditions</u>. Services to investigate existing conditions or facilities or to provide measured drawings thereof.
 - f. <u>Furniture, Furnishings, Equipment Not in PROJECT Scope</u>. 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. <u>Compensation for Additional Services</u>. 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. <u>Time is of the Essence</u>. 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. <u>Term.</u> Services under this Agreement shall be diligently performed by the CM for 22 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CM actions.
- 4.3. <u>Billing Rate.</u> 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. <u>Suspension Notice</u>. 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. <u>CM Indemnity of District.</u> 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 its 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. <u>Hold Harmless</u>. 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. <u>Workers Compensation and Employer's Liability</u>. 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. <u>CM Negligence</u>. 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. <u>Workers' Compensation and Employers Liability Insurance.</u> 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 <u>not less than \$1,000,000 combined single limit</u>, 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. <u>Additional Insured</u>. 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. <u>State Authorized Insurers</u>. 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. <u>Insurance Evidenced</u>. 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. <u>Contract Price for Services.</u> The Contract Price for the CM's performance of the Services under this Agreement shall consist of the following lump sum prices:

a.	Part-time CM preparation services (2 months – as broken down below)	\$30,960
	Barranca Entrance Project	\$10,320
	ATEP IVC First Building	\$10,320
	ATEP Infrastructure	\$10,320
b.	Full time CM services (3 months – as broken down below)	\$95,040
	Barranca Entrance Project	\$47,520
	ATEP IVC First Building	\$23,760
	ATEP Infrastructure	\$23,760
с.	Construction Management (17 months – as broken down below)	\$1,015,610
	Barrance Entrance Project	\$152,342
	ATEP IVC First Building	\$431,634
	ATEP Infrastructure	\$431,634
d.	Post-Construction Phase (Close Out – as broken down below)	\$1,000
	ATEP IVC First Building	\$500
	ATEP Infrastructure	\$500
e.	Job Site Overhead/General Conditions Costs – as broken down below)	\$8,700
	Barranca Entrance Project	\$4,300

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ATEP First Building and Infrastructure Projects

\$4,350

f. Reimbursable Cost (N/A)

\$0

g. TOTAL

\$1,151,310

- 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. <u>CM Monthly Billing Statements.</u> 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 2 installments of one Project Manager's part-time service at \$15,480 per month, 3 months of one Project Managers full-time service at \$31,680 per month, and 17 equal monthly amounts of \$60,312 for Construction Phase and Post-Construction Phase (Close-out) and Jobsite Overhead Costs.
- 6.4. <u>DISTRICT Payment of Contract Price.</u> 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. <u>Withholding Payment</u>. 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 it 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. <u>Late payments</u>. 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. <u>Schedule Delay</u>. 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: <u>at standard hourly</u> 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. <u>District Ownership of Documents</u>. 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. <u>Documentation.</u> 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. <u>Electronic Copy of Documents</u>. 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. <u>Termination for Convenience</u>. 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, plus reasonable demobilization costs as agreed by the parties. 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. <u>Termination by Either Party</u>. 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. <u>Suspension of PROJECT</u>. 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. <u>Abandonment of PROJECT</u>. 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. <u>Non Payment</u>. 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. <u>CM Compensation</u>. 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. <u>Liability for District Damages</u>. 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. <u>Mediation Requirements</u>. 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. <u>Arbitration.</u> 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. <u>District Provided Information</u>. 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. <u>District Representative</u>. The DISTRICT shall appoint representatives authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall

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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 Representatives are:

John Edwards, Director of Site Development

Mary Opel, Construction Manager

- 10.3. <u>District Notification</u>. 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. <u>Tests/Inspections</u>. 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. <u>DISTRICT Consultants</u>. 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. <u>Affirmative Action</u>. 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. <u>Compliance with Applicable Laws</u>. 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. <u>CM Accounting Records</u>. 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. <u>Cumulative Rights; Non Waiver</u>. 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. <u>Contract</u>. A Contract for Construction services awarded by the DISTRICT to a Contractor/Consultant for the construction of a portion of the PROJECT.
- b. <u>Contractor</u>. A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. <u>Design Documents</u>. 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. <u>Architect</u>. The Architect are Dougherty + Dougherty and EPD Solutions. References to the Architect include <u>Seung Paek and Jeremy Krout</u> and its managers retained to prepare or provide any portion of the Design Documents.
- e. <u>Submittals</u>. 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. <u>Construction Contract Documents</u>. 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. <u>Substantial Completion</u>. 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. <u>Final Completion</u>. 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

EXHIBIT B

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Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

- 11.7. <u>Employment with Public Agency</u>. 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 DISTIRCT during tenure or for one year thereafter, shall have any interest direct or indirect, in this Agreement or the proceeds thereof.
- 11.8. <u>Governing Law</u>. 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. <u>Independent Contractor</u>. 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. <u>Marginal Headings; Captions.</u> 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. <u>Permits/Licenses</u>. 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. <u>Notifications</u>. 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
John Edwards or Mary Opel
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
Email: jedwards@socccd.edu

mopel@socccd.edu

Dr. Debra Fitzsimons

Viae Character Business Carri

Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
dfitzsimons@socccd.edu

CONSTRUCTION MANAGER
John Bernardy
Senior Vice President
Balfour Beatty Construction, LLC
2 Park Plaza, Suite 1000
Irvine, CA 92614
jbernardy@Balfourbeattyus.com

- 11.15. **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted 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. <u>Binding Agreement</u>. 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" Balfour Beatty Construction, LLC			
Dr. Debra L. Fitzsimons Vice Chancellor, Business Services	Brian Cahill President, California Division			
(Date)				



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(Taxpayer number)	



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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>	Fee Per Hour
Project Executive	\$205
Senior Construction Manager	\$190
Construction Manager	\$180
Assistant Construction Manager	\$150
Senior Project Engineer	\$105
Project Engineer	\$95
Project Controls	\$95
Accounting Specialist	\$65
Site Superintendent	\$190
Project Assistant/Administrative Support (FOM)	\$65
Scheduler	\$120
Estimator	\$125
Safety	\$150
Virtual Construction /BIM Specialist	\$110
QA/QC Specialist	\$140
IT Support	\$120
Engineering and Architectural Services Manager	\$160
Resident Engineer	\$205
Licensed Engineer (Civil, Structural, Mechanical, Electrical)	\$235
Registered Architect	\$250

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 – provide by contractor

(1) five drawer file cabinet – provide by contractor

Internet Connection – provide by Construction Manager

Computers and necessary software - provided by Construction Manager

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

Phone line/Phone – provided by the 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 – provide by the contractor

All necessary office supplies – provided by the Construction Manager

Trash service/trailer cleaning – provided by the contractor

17 month IOR trailer rental @ \$100/month - provided by the Construction Manager for ATEP

Note: Jobsite Trailer at IVC from June 2016 – January 2017 and Jobsite Trailer at ATEP from September 2016 – January 2018

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.4 DATE: 3/28/16

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 contract by \$218,772 and on July 20, 2015, Change Order No. 2 increasing the contract by \$1,254,849 for a revised contract amount of \$54,880,121.

The Sciences Building construction paralleled the college's effort to evolve the audio/visual standard. The college Director of IT recommended that college administration support installation of the new system in the Sciences Building.

STATUS

College administration indicated the new standard was to be included in the Sciences Building and agreed to fund the scope increase. The project team including architects, contractors, and project managers began the complicated process of modifying an integral building component during construction. Portions of the original design were installed and an immediate response was needed to avoid increased costs and project delay. Certain aspects of the college's new system were in flux and the project team worked with the college up to the last possible minute to incorporate the new system into the Sciences building. As a result, work commenced on a time and material basis while the change order was negotiated. Negotiation resulted in the costs and the schedule delay reflected in the first item of this Board Change Order No. 3 (EXHIBIT A). Approval will increase the contract amount by \$665,512, for a revised contract amount of \$55,545,633.

College administration approved funding, separate from the project budget, to pay for the scope increase to the original design. For the remainder of the change order, funds are available in the Saddleback College Sciences Building project budget with an approved basic aid project budget of \$67,358,346.

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, for a revised contract amount of \$55,545,633.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT Sciences Building Project at Saddleback College Board Change Order No. 3 March 28, 2016

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved CORs	BCO NO. 3 COR Total	REVISED CONTRACT AMOUNT
2012	General Contractor	C.W. Driver		\$53,844,044	\$1,036,077	\$665,512	\$55,545,633
		2 Technology Drive, Suite 100 Irvine, CA 92618	TOTAL	\$53,844,044			\$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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.5 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Saddleback College Technology and Applied Science (TAS)

Swing Space Project, Change Order No. 5, Solpac Construction, Inc.

(dba Soltek Pacific Construction Company)

ACTION: Approval

BACKGROUND

On February 23, 2015, the Board approved a lease/leaseback contract with Solpac Construction, Inc. (dba Soltek Pacific Construction Company) for the Saddleback College Technology & Applied Science (TAS) Building Swing Space project for \$6,817,083. On June 22, 2015, September 26, 2015, and October 26, 2015 the Board approved Board Change Order Nos. 1, 2 and 3 in the amounts of \$102,070, \$62,697 and \$84,247; and on January 25, 2016 the Board ratified Change Order No. 4 for \$35,676, for a revised contract total of \$7,101,373.

STATUS

Additional work is required due to unforeseen conditions and district/college requested project enhancements, which has been reviewed and is recommended by staff. The required modifications are contained in Change Order Requests No. 61r1, 67, 74, 77, 85r1, 90, 91r1, 92, 97, 99A, 101, 102r1, 104, 106, 106A, 107-113, 115-118, and 121. Approval of Board Change Order No. 5 (EXHIBIT A) will increase the Solpac Construction, Inc. contract amount by \$292,451, for a revised contract amount of \$7,393,824, with a contract extension of 96 calendar days, for a revised completion date of March 25, 2016 to address items for completion over spring break.

Basic aid funds for this change are available within the project budget of \$10,250,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve Board Change Order No. 5 (EXHIBIT A) in the amount of \$292,451 with Solpac Construction, Inc. (dba Soltek Pacific Construction Company) for the Saddleback College Technology & Applied Science Building Swing Space project, for a total contract amount of \$7,393,824.

Technology and Applied Science Swing Space Project Saddelback College Board Change Order No. 5

March 28, 2016

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR 5 Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal. days)
2022	Construction Services	Solpac Constructon, Inc. (dba Soltek Pacific Construction Company)		\$6,817,083	\$284,290	\$292,451	\$7,393,824	0
			TOTAL	6,817,083	0		7,393,824	

COR No.	Date	Description	Requested	Status	Amount	Time Extension
61r1	1/13/2016	CCD 39 - Concrete cap over utilities	E&O	Approved	\$23,656	0
67	1/12/16	RFI 209/240 Parking lot 2, ADA changes	Unforseen	Approved	\$19,075	0
74	12/15/15	Per Geo Tek, add 3/4 rock under sidewalk	Unforseen	Approved	\$10,571	0
77	12/18/15	RFI 236 - Place concrete at trench drain	E&O	Approved	\$17,250	0
85r1	1/21/16	RFI 242 - Support equipment move	District	Approved	\$19,998	0
90	12/18/15	CCD 42/RFI 263 - Clean room changes	E&O	Approved	\$52,159	0
91r1	12/7/15	RFI 250 - Add insta-hots at Village 4/ relocate sink	District	Approved	\$3,668	0
92	12/9/15	Add unistrut rack at bldg 2	E&O	Approved	\$4,478	0
97	12/9/15	RFI-270 - Delete seal coat on rock base	Contractor	Approved	(\$5,777)	0
99A	12/15/15	Add 31 hose reels	District	Approved	\$8,449	0
101	12/15/15	Upsize IDF breaker to 30 amp	College IT	Approved	\$1,630	0
102r1	1/22/16	CCD 48 - Village 4 electrical changes	College	Approved	\$21,876	0
104	1/21/16	CCD 53r1 & CCD 55r1 - Add compressed Air	District	Approved	\$27,837	0
106	1/14/16	CCD 57 AC pavement modifications	E&O	Approved	\$7,861	0
106A	2/5/16	CCD 57 - Add three wheel stops at gas connection	Architect	Approved	\$623	0
107	1/20/16	CCD 56 - Add power, data and TV	College	Approved	\$4,364	0
108	1/12/16	Delete fence at storage containers	District	Approved	(\$4,112)	0
109	12/17/15	Install shunt trip shutdown system	College	Approved	\$48,869	96
110	1/19/16	Redirect radiant heaters	E&O	Approved	\$4,608	0
111	1/21/16	CCD 59 - Anchorage clips at cabinets	District	Approved	\$5,412	0
112	1/18/16	CCD 61- Reconfigure lot 2 ADA	Unforseen	Approved	\$7,928	0
113	1/21/16	CCD 58 - Electric wiring change for vehicle charger	E&O	Approved	\$769	0
115	1/25/16	RFI 278 - Yard box for valve at clean room driveway	College	Approved	\$3,283	0
116	1/28/16	Provide interim cores on doors	District	Approved	\$2,780	0
117	12/15/15	Design change at CMU wall due to undergroung utilities	Unforseen	Approved	\$1,742	0
118	2/1/16	Replace ceiling tiles in villages	District	Approved	\$480	0
121	2/26/16	Provide ADA detectors & lot 2 ADA parking repairs	Unforseen	approved	\$2,974	0
		TOTAL THIS CHANGE ORDER REQUEST		L	\$292,451	96

ITEM: 6.6 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Equipment and Cloud Software as a Service (SaaS),

Meridian IT, Inc.

ACTION: Approval

BACKGROUND

The District is in need of a new unified data backup infrastructure solution to safeguard data from hardware failures and other potential disasters. District IT staff have evaluated enterprise backup technology from Barracuda Networks and have determined it to be the most compatible data backup solution for their needs.

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). The contracts are structured to comply with California procurement codes, guidelines, and policies.

STATUS

District staff has determined that a contract awarded by DGS to Meridian IT, Inc., for the sale of the Barracuda Networks, CMAS contract number 3-15-70-3035B with a contract term of 12/29/2015 through 9/30/2017, meets the needs of the District. District staff has reviewed the terms and conditions and acquired multiple proposals, and finds it is in the best interest of the District to use this CMAS contract to procure the enterprise backup technology including equipment and Cloud SaaS from Barracuda Networks. The anticipated budget is less than \$500,000. CMAS contracts are available for review in the Facilities Planning and Purchasing Department.

Basic aid funds are available in the District-wide Data Backup and Disaster Recovery System budget of \$900,000 and approved through basic aid distribution for FY 2015 – 2016.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the use of the listed CMAS contract, 3-15-70-3035B, for equipment and Cloud Software as a Service from Barracuda Networks through Meridian IT, Inc. Total costs for the project will not exceed \$500,000 and is contingent upon verification of the availability of funds for each purchase.

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

ITEM: 6.7 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Computer Equipment and Related Devices, HP Inc. and

Hewlett Packard Enterprise

ACTION: Approval

BACKGROUND

Computer replacement for instructional and office use is ongoing. Hewlett Packard (HP) computers and related devices have been selected as one of the district-wide standards and these are routinely ordered. The district has previously used Hewlett Packard agreements awarded in association with the National Association of State Procurement Officials (NASPO) and the Western States Contracting Alliance (WSCA). These agreements provide members with better purchasing power and discounted prices.

The parent company for HP materials and services has split into two companies. HP Inc. will focus on the sale of desktops, laptops and tablets, while Hewlett Packard Enterprise will focus on the sale of servers and storage material.

STATUS

The state of Minnesota, in association with NASPO/WSCA, originally awarded a Master Price Agreement No. MNNVP-115 which later split into MNNVP-133: HP Inc. for desktops, laptops, and tablets and MNNVP-134 with Hewlett Packard Enterprise for the purchase of servers and storage. The state of California approved use of the original agreement through the California Participating Addendum No.7-15-70-34-001 and on September 29, 2015 acknowledged the separation of the companies.

District IT staff has evaluated the market leaders in desktop computing and found Hewlett Packard to provide the best value. After legal counsel review, staff has determined that it is in the district's best interest to procure HP computers and related devices using the state approved NASPO/WSCA agreements which are available for review in the Facilities Planning and Purchasing Department.

This approval applies to purchases made within the term of the agreements, September 29, 2015 through March 31, 2017, and is contingent upon the availability of funds for each purchase. The annual purchases are not to exceed \$2,500,000. Funding for the FY 2015-2016 project is available in the District IT approved Basic Aid account and individual departments general fund accounts.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve contracting with Hewlett Packard Enterprise for servers and storage, and HP Inc. for the purchase of computers, laptops and tablets, pursuant to the Master Price Agreement Nos. MNNVP-134 and MNNVP-133, awarded by the state of Minnesota and approved for use in the state of California through Participating Addendum No.7-15-70-34-001. Annual expenditures for the term under this agreement will not exceed \$2,500,000.

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

ITEM: 6.8 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Authorization to Join the California Public Entity Pension

Stabilization Trust for STRS & PERS Pension Rate Increase

ACTION: Approval

BACKGROUND

At its February 22, 2016 meeting, the Board of Trustees received information outlining the dramatic cost increases related to STRS and PERS pension liability and the negative impact to the district and colleges' operating budgets (EXHIBIT C). The Board approved a funding plan for the liability that resulted from increased employer pension rates currently estimated at \$39.6 million through FY 2020-2021. At that time, the February 22, 2016 original board item was revised in regards to establishing a district internal pension stabilization fund. Rather, staff was directed to find investment alternatives to the county treasury, which has earned 0.57% through the first half of this fiscal year. The revision to the recommendation is recorded in the minutes from that meeting included in tonight's agenda (Item 5.1).

In response to Governmental Accounting Standards Board (GASB) statement 68, which requires districts to account for their share of the state pension liability on their financial statements, Keenan & Associates created the California Public Entity Pension Stabilization Trust (PST) to assist participating agencies in pre-funding pension costs and reduce net pension liabilities. PST is an IRS Section 115 approved multiple employer irrevocable trust that complies with GASB 68. The trust operates a fixed income portfolio with a 4.5% target rate of return.

STATUS

PST operates similarly to the Futuris Other Post Employment Benefit trust plan in which the district already participates for retiree medical benefits. The PST team includes Keenan & Associates as the program coordinator and administrator, Benefits Trust as the discretionary trustee, and Morgan Stanley as the registered investment advisor. The fees for PST are 30 basis points on the trust assets which is shared proportionately among all members.

The PST participation agreement is between the district and the trustee, Benefits Trust (EXHIBIT A). PST allows one member of each member district to serve as a board member of the trust Board of Authority. The district has identified Kim McCord, Executive Director Fiscal Services/Comptroller, as the primary board member and Debra Fitzsimons, Vice Chancellor Business Services, as the alternate board member as shown in EXHIBIT B.

RECOMMENDATION

The Chancellor recommends the approval of the California Public Entity Pension Stabilization Trust (PST) agreement (EXHIBIT A) and the member agreement (EXHIBIT B) for the purposes of joining PST and investing the funds for the PERS and STRS rate increases assigned from basic aid at its February 22, 2016 board meeting.

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

CALIFORNIA PUBLIC ENTITY PENSION STABILIZATION TRUST PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is entered into by the undersigned California public entity (the "Adopting Entity") and Benefit Trust Company, a Kansas corporation, as Trustee (the "Trustee") of the California Public Entity Pension Stabilization Trust (the "Trust"), effective as of the date specified on the signature page (the "Effective Date"), with reference to the following:

- A. The Board of Authority (the "Board") of the Trust has established the Trust to help California public entities stabilize the funding of their pension benefit liabilities by creating a secure vehicle to hold assets pending their contribution to a pension plan in satisfaction of a public entity's funding obligation. The Trust is intended to qualify as an irrovocable trust arrangement that is tax exempt under applicable guidance and procedures under Section 115 of the Internal Revenue Code.
- B. The Adopting Entity has adopted a pension plan for its eligible employees (the "Plan") to which the Adopting Entity is required to make regular contributions. To the extent the Adopting Entity may from time to time have excess funds, a portion of which can be used to prefund contributions to the Plan, the Adopting Entity desires to have a secure trust to which it may contribute such funds and to have the trust hold such pre-funding contributions.
- C. In order to participate in the Trust, the Adopting Entity must be a public entity in the State of California and must enter into this Participation Agreement (the "Agreement").

NOW, THEREFORE, the Adopting Entity and the Trustee agree as follows:

- 1. **Participation.** The undersigned Adopting Entity agrees to all of the provisions, terms and conditions of the Trust and agrees to participate in the Trust in accordance with the terms of this Agreement. The Adopting Entity agrees to cooperate in providing any information reasonably required by the Trustee or the Board to administer the Trustee properly.
- 2. **Representations of Adopting Entity**. The Adopting Entity makes the following representations and warranties, and acknowledges that the Trustee is relying on these representations in entering into this Agreement:
- (a) The Adopting Entity is a public entity within the State of California under the California Constitution and applicable sections of the Government Code.
- (b) By executing this Agreement, the Adopting Entity acknowledges that it has determined that the Trust is appropriate for the pre-funding of a portion of its pension liabilities under the Plan.
- (c) The Plan has been adopted by all necessary action of the governing body of the Adopting Entity and remains in full force and effect, in compliance with all applicable legal requirements.

- (d) The adoption of this Agreement has been approved by all necessary action of the Adopting Entity's governing body and the person signing this Agreement on its behalf is authorized to do so.
- (e) Neither the execution and delivery of this Agreement by the Adopting Entity, nor compliance by the Adopting Entity with any of the provisions hereof, nor the consummation of the transactions contemplated hereby, will result in a default, or give rise to any right of termination, cancellation or acceleration, under any term, condition or provision of any agreement or other instrument or obligation to which the Adopting Entity is a party or by which it or any of its properties or assets may be bound.
- (f) The Adopting Entity has received a copy of the Pension Stabilization Trust Agreement (the "Trust Agreement"), is aware of the terms and conditions thereof and agrees that in the event of any conflict between the terms of the Trust and this Agreement, the terms of the Trust will control.
- (g) The Adopting Entity has not received any legal, accounting or investment advice from the Trustee, the Board or their representatives. The Adopting Entity acknowledges that it has had the opportunity to consult with independent legal counsel regarding this Agreement and the Trust.
- 3. **Administration Fees.** The Trustee will allocate, in its sole discretion, reasonable administration expenses to each Adopting Entity's account in the Trust. If the amount in the Adopting Entity's account is insufficient to pay its portion of the administration expenses, the Trustee shall invoice the Adopting Entity, and the Adopting Entity agrees to pay its portion of administration expenses within 30 days.
- 4. **Responsibility for Legal Compliance.** The Adopting Entity acknowledges that the Trustee will not be responsible for compliance with any obligations or to enforce any obligations the Adopting Entity may have under the Plan. All such compliance shall be the responsibility of the Adopting Entity.
- 5. **Indemnification.** The Adopting Entity agrees to indemnify and hold harmless the Trust, the Trustee and the Board from any and all liabilities and losses, including attorneys' fees, arising out of the claim by any person for damages caused by or resulting from the failure of the Adopting Entity to comply with the provisions of the Plan, the Trust or applicable requirements of federal or state law.

6. Amendment and Termination.

- (a) This Agreement and the Declaration of Trust constitute the entire agreement of the parties concerning the Adopting Entity's participation in the Trust. This Agreement may be amended only through a written document executed by the Trustee and the Adopting Entity.
- (b) The Agreement may be terminated by the Adopting Entity by providing 90 days written notification of its intent to terminate its participation in the Trust; provided that upon

such a termination, none of the assets held in the Trust for contribution to the Plan shall be returned or otherwise made available to the Adopting Entity for any purpose.

- (c) The Trust may be terminated in accordance with the provisions of the Trust Agreement.
- (d) The Adopting Entity's rights and obligations under this Agreement cannot be assigned without the written consent of the Trustee.

7. **Right to Rely.**

- (a) The Adopting Entity acknowledges that the Trustee will rely upon any representations that it or any of its authorized representatives make to the Board.
- (b) The Adopting Entity hereby designates the person identified on the signature page of this Agreement as the person authorized to represent the Adopting Entity in connection with matters regarding the Adopting Entity's participation in the Trust and the disbursement of funds from the Trust (the "Authorized Representative"), and agrees that the Board may rely upon the representations of the Authorized Representative until and unless notified in writing that this person is no longer authorized to represent the Adopting Entity in this manner. Any such notice must identify a new person who will serve as the Adopting Entity's Authorized Representative. Any other representative of the Adopting Entity shall be considered an authorized representative to the extent it is reasonable for the Board to rely upon his or her representations.

8. **General Provisions.**

- (a) Any notice required under this Agreement shall be in writing and shall be furnished to the recipient at the addresses provided separately by the parties, unless the recipient has provided the sender with notice of a change of address.
 - (b) This Agreement shall be governed by the laws of the State of California.
- (c) The failure of the Trustee to seek redress for violation of or to insist upon the strict performance of any provision of the Agreement shall not be deemed a waiver and will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit the Trustee's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal or equitable rights that the Trustee may have.
- (d) Every provision of the Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.
- (e) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

ce versa, and the use of the singular includes the
is Agreement are provided for convenience and are to influence the interpretation of the terms of this onstrued on the basis of which party drafted the
nave executed this Agreement as of
ative: Kim McCord, and alternate member, Debra
BENEFIT TRUST COMPANY, TRUSTEE FOR THE CALIFORNIA PUBLIC ENTITY PENSION STABILIZATION TRUST
Signature:
Name: Scott W. Rankin Title: Senior Vice President

CALIFORNIA PUBLIC ENTITY PENSION STABILIZATION TRUST BOARD OF AUTHORITY MEMBER AGREEMENT

WHEREAS, the Board of Authority of the California Public Entity Pension Stabilization Trust (the "PST") adopted the Trust; and WHEREAS, the PST allows up to one Member of the Board of Authority to be appointed by each Adopting Entity; and WHEREAS, the Member must sign a written acceptance and agree to administer the PST; and WHEREAS, the Member's written acceptance must be in a form satisfactory to the Board of Authority; NOW, THEREFORE, the Adopting Entity, the Member and the Board of Authority agree as follows: Section 1: Appointment as Member: The Board hereby confirms the appointment of Kim McCord, as Member, and Debra Fitzsimons, as Alternate Member, pursuant and subject to the terms and conditions of the PST. Section 2: Acceptance as Member: Kim McCord and Debra Fitzsimons hereby accept the appointment as Member and Alternate Member pursuant and subject to the terms and conditions of the PST and agrees to administer the PST. IN WITNESS WHEREOF, the duly authorized parties hereto have executed this Agreement as of March 26, 2016. **Adopting Entity:** CHAIRMAN OF THE BOARD OF THE CALIFORNIA PUBLIC ENTITY PENSION SOUTH ORANGE COUNTY STABILIZATION TRUST **COMMUNITY COLLEGE DISTRICT** Signature: Signature: Title: _____

ACCEPTANCE AS MEMBER ACCEPTANCE AS ALTERNATE MEMBER

Signature:

Signature:

Name: Kim McCord Name: Debra Fitzsimons

ITEM: 6.6 DATE: 2/22/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Establishment of Funding Plan for STRS and PERS Rate

Increases

ACTION: Approval

BACKGROUND

The recent State Teachers Retirement System (STRS) actuary report indicated that there has been an unfunded STRS system liability identified at \$74 billion. To address funding the unfunded liability, STRS rate changes have been established through statute to increase the STRS employee and employer rates. These rates will dramatically increase over the next several years. Staff have shared the STRS rate increases with the SOCCCD board and throughout the district so that proactive planning for these large expense increases can be incorporated into the budget planning process.

CalPERS also has raised their rates but for different reasons. The CalPERS Board of Administration approved a change to the CalPERS amortization and smoothing policies. Prior to the change, CalPERS employed an amortization and smoothing policy which spread investment returns over a 15-year period while experience gains and losses were amortized over a rolling 30-year period. Effective with this valuation, CalPERS no longer uses an actuarial value of assets and employs an amortization and smoothing policy that spreads rate increases or decreases over a 5-year period, and amortizes all experience gains and losses over a 30-year period. This change by CalPERS has negatively impacted the PERS rates by the need for increases to the rates.

Both STRS and PERS will be performing regular actuary studies to update the liabilities and will analyze and assess the rate structure for the necessity of further changes. The published rates are the rates that are known at this time.

The table provided to us from the California Community College State Chancellor's Office with the STRS and PERS rate increases for employers is below (next page):

Employer Pension Rates 2013-14 to 2020-21

	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
PERS	8.25%	8.88%	10.73%	12.58%	14.43%	16.28%	18.13%	19.10%
STRS	11.44%	11.77%	11.85%	13.05%	16.60%	18.20%	19.90%	20.40%

In the state budget for FY 2015-2016, there is a state budget augmentation of \$266.7 million in base funding to help community college districts' offset rising operating expenses because it is clear that PERS and STRS employer contribution rates will continue to rise for years to come and will become an even larger expense in district budgets. The state chancellor's office also warned districts that these increases in STRS and PERS rates are occurring at the same time that the Proposition 30 revenues will be phased out. These temporary taxes are a sales tax provision that expires on December 31, 2016 and an income tax provision that expires at the end of 2018. And, in addition many districts face large OPEB liabilities that need to be funded.

The state provided advisories that if districts did not plan for this commitment or if they overcommitted to ongoing obligations in the short term, that it would lead to budget difficulties in the near future for districts that did not plan appropriately. However, the community colleges' base augmentation only partially funded the liability and in many cases, because the funding was unrestricted, the base augmentation was used by many districts for settling employee bargaining unit contracts or for other purposes rather than for their intended purpose of off-setting the STRS and PERS rate increases that the districts face.

STATUS

Below is the table that was previously shared with the Board of Trustees that outlines SOCCCD's STRS and PERS rate increase obligations which total more than \$39.6 million in unfunded liability (over the current year) for the next five (5) years. This chart does not include the past two years and the STRS and PERS rate increases that have already been absorbed into the district and college operational budgets. In addition, it should be noted that this chart understates the liability, as salary increases are estimated only for the years in which bargaining unit agreements are in place.

Fiscal Year	2015-2016 Estimated	2016-2017 Estimated	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016	Cumulative Increase
STRS Annual Rate	10.73%	12.58%	14.43%	16.28%	18.13%	19.10%		
STRS Contribution	7,777,325	9,391,790	11,096,124	12,518,704	13,941,284	14,687,177	6,909,852	22,748,45
Annual Increase	e -	1,614,465	1,704,334	1,422,580	1,422,580	745,893		
PERS Annual Rate	11.847%	13.05%	16.60%	18.20%	19.90%	20.40%		
PERS Contribution	5,900,803	6,694,998	8,771,730	9,617,198	10,515,507	10,779,716	4,878,913	16,875,13
Annual Increase		794,195	2,076,732	845,468	898,310	264,209		
Combined Annual Increase	12	2,408,661	3,781,066	2,268,048	2,320,890	1,010,102	11,788,766	39,623,590

As a first step in the planning process for FY 2016-2017 Tentative Budget, staff is recommending a funding plan be established at SOCCCD to properly address STRS and PERS rate increases and to fund the \$39.6 million estimated liability.

FY 2018-2019 through FY 2020-2021 estimates do not assume any changes in salaries, therefore, the costs will need to be adjusted if salary increases occur

It is recommended that SOCCCD pre-fund these pension system obligations for unrestricted general funded positions, and create a **SOCCCD Pension Rate Stabilization Program**. The key benefits would be that the assets be solely used as a savings fund to offset contribution rate increases and the funds would be accessible to the district for paying current pension rate increased costs. The establishment of this fund follows the SOCCCD board's budget guidelines of ensuring the districts' budget is conservative and fiscally prudent and would be actively addressing the district's future obligations in regards to STRS and PERS rate increases. In addition, this action would favorably impact accreditation and future credit ratings.

This board action would be an important first step to developing the FY 2016-2017 budget and ensuring the next several years are being planned with good fiscal stewardship.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 16-04 to establish the SOCCCD Pension Rate Stabilization Program Fund and to authorize funding the known liability of \$39.6 million in the SOCCCD Pension Rate Stabilization Program Fund by committing to allocate \$14.5 million in the current fiscal year, \$12.6 million in FY 2016-2017 and the remaining \$12.6 million in FY 2017-2018 for unrestricted general fund positions. These amounts will be used when developing the FY 2016-2017 and FY 2017-2018 SOCCCD budgets.

ITEM: 6.9 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP- 4003 Employment of Relatives,

BP-4310 Duties and Responsibilities of the Department/Academic Chair, BP-5320 Academic Renewal, BP-6135 Library User Fees, BP-

5610.1 Student Fees

ACTION: Accept for Review and Study

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

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

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on March 17, 2016 for review and recommendation to the Chancellor.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees accept for review and study the board policies_as shown in EXHIBIT A through E.

(Formerly 4003) /7310

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **HUMAN RESOURCES**

EMPLOYMENT OF RELATIVES NEPOTISM

The District does not prohibit the employment of relatives (or domestic partners as defined by Family Code, Section 297 et seq.) in the same department, or division/school, with the exception that they shall not be assigned to a regular position within the same department, division/school, or site that has an immediate family member who is in a position to recommend or influence personnel decisions.

Personnel decisions include appointment, retention, evaluation, tenure, work assignment, promotion, demotion, or salary of the relative (or domestic partner as defined by Family Code, Section 297 et seq.).

Immediate family means spouse, domestic partner as defined by Family Code, Section 297 et. seq., parents, grandparents, siblings, children, grandchildren, and in-laws, or any other individual living in the employee's home.

The District will make reasonable efforts to assign job duties to minimize the potential for creating an adverse impact on supervision, safety, security, or morale, or creating other potential conflicts of interest.

Notwithstanding the above, the District retains the right where such placement has the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest, to refuse to place immediate family members in the same department, division/school, or facility. The District retains the right to reassign or transfer any person to eliminate the potential for creating an adverse impact on supervision, safety, security, or morale, or involves other potential conflicts of interest.

Reference:

Government Code, Section 12920 et seq., 1090 et seq. Family Code, Section 297 et. seq.

Adopted: 2-26-68 Revised: 2-24-75 Revised: 4-10-89

Revised: 2-28-94

Revised: 4-26-99 Revised: 11-19-02 Revised: 11-14-05

Reviewed by BPARAC & Chancellor on 6-6-11 No Recommended Change to Policy

4310

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT PERSONNELHUMAN RESOURCES

<u>DUTIES AND RESPONSIBILITIES OF THE DEPARTMENT/</u> ACADEMIC CHAIR

The Department/Academic Chair is an administrative position which has administrative duties that support the Dean and the departments reports to the Division/ School Dean. and will fulfill all of the legal requirements of the District for employment, credentialing, and performance of duties. In consultation with the Dean, The the Department/Academic Chair's duties and responsibilities are may include some or all of the following as listed below:

I INSTRUCTION AND CLASSROOM MANAGEMENT

- 1. Drafts a schedule of classes for each semester and summer for the Dean's approval.
- 2. Recommends staffing for all class sections in the department to the Dean.
- 3. Monitors class enrollments and makes recommendations for closing or opening class sections.
- 4. Processes the recruitment, paper-screening of application materials, and interviewing of candidates for associate part-time faculty employment and recommends candidates for hire.
- 5. Conducts Assists the Dean in evaluations evaluating of associate part-time faculty such as the conducting of classroom observation, making a written report, and making recommendations.
- 6. Takes responsibility for and works with department faculty in curriculum development and revisions.
- 7. Implements the procedures for textbook approval and adoption.
- 87. Assists the Dean in supervision and evaluation of academic Supervises, when appropriate as determined by the Dean, support staff assigned to the department and provides input into their evaluations.
- 9. Organizes and conducts program advisory committee meetings as appropriate.
- <u>87</u>. Coordinates the full-time faculty hiring process.

II. FISCAL

10. Assists the Dean in the recommendation and purchasing of instructional materials, supplies, and equipment.

- 442. Identifies problems, and works with the Division/School Dean to initiate work orders for facilities and equipment, etc.
- <u>123</u>. <u>Locates Coordinates additional possible funding sources for program development and operation.</u>

III. PROGRAM COORDINATION

- 131. Addresses the interest, Responds to suggestions, and concerns of faculty and staff.
- 142. Makes suggestions for the improvement of the classroom-learning environment and instructional technologies.
- 153. Plans and conducts department meetings with minutes.
- 164. Prepares bulletins and other communications designed to keep Disseminates information to faculty and staff-informed.
- <u>175</u>. Represents the department and toat school/division interests on committees and Dean meetings.
- 18. Provides student advisement regarding major and career information.
- 196. Participates Coordinates in program review and accreditation activities student learning outcomes (SLO's) assessment.
- 7. Participates in identifying goals and priorities for department resources.
- 8. Communicates program needs, activities, and/or concerns to the dDean and others as appropriate.
- 9. Assists in the creation and promotion of professional development activities.

IV. STUDENT RELATIONS

- 20. Monitors and responds to violations of professional ethical standards.
- 21. Deals with faculty, staff, and Responds to student complaints.
- 22. Meets and confers with visitors.
- 23. Encourages faculty and staff participation in community, civic, service, and social organizations.
- 24. Performs evening and Saturday Dean responsibilities.
- <u>252</u>. Participates in <u>student</u> outreach and recruitment activities.

V. ADDITIONAL DUTIES

<u>In addition to the duties listed above, some department chairs may receive additional compensation</u> for duties including some or all of the following as listed below:

- 1. Organizes and conducts program advisory meetings as appropriate.
- 2. Recommends and coordinates possible funds for program development.
- 263. Performs a variety of other duties as may be assigned by the appropriate administrator.
- 27. Prepares written reports and other communications relating to program needs, activities, and outcomes.

5320-6122

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **STUDENTS INSTRUCTION**

ACADEMIC RENEWAL

Previously recorded substandard academic performance may be disregarded if it is not reflective of a student's demonstrated ability. An administrative regulation will be established that provides for academic renewal procedures. The College President shall establish procedures that provide for academic renewal consistent with the District AR-5320 on Academic Renewal.

Reference:

Title 5 Section 55046

Adopted: 10-26-09 Revised: 6-17-13 Page 1 of 1

6135

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **INSTRUCTION**

<u>LIBRARY – USER FEE</u>

The Board of Trustees may establish and charge A Library User Fee may be established and charged to be charged to anyone who is not an employee or currently enrolled as a student within the South Orange County Community College District (SOCCCD) for the privilege of checking out library materials. Exceptions include senior citizens and retired full-time employees of SOCCCD. The fee and term for such privilege shall be determined by the Chancellor or designee.

Adopted: 8-27-84 Revised: 11-14-05 Revised: 6-26-89 Revised: 02-28-11

Revised: 4-26-99 Page 1 of 1

ITEM: 6.10 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Board Policy Revision: BP-2100 Delegation of Authority to

the Chancellor, BP-3200.1 Contracts, BP-3200 Purchasing and Contracts, BP-4006 Medical Examination, Communicable Disease, and Tuberculosis Testing, BP-4007 Health Examinations, BP-4161 Professional Development and Growth, BP-4215 Student Employment, BP-4306 Calendar, Committees, BP-6180 Career and Technical

Educational Program Advisory

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

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

Legal counsel has been involved throughout the review process. The proposed policies were presented to the Chancellor's Council on February 11, 2016 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 I.

2100

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **ADMINISTRATION**

DELEGATION OF AUTHORITY TO THE CHANCELLOR

The Chancellor is the Chief Executive Officer of the District and supervises the college presidents, vice chancellors, associate vice chancellor, and the staff and operation of District Services. The Chancellor is responsible for the implementation of the District Strategic Plan, Master Plans, Board Policies and Regulations, and provides primary leadership in setting and communicating expectations of educational excellence and integrity throughout the District and assures support for the effective operation of the colleges. The Chancellor acts as the liaison between the colleges and the governing board, and provides for the fair distribution of resources, control of expenditures, strategic institutional development, District-wide strategic planning, accreditation, and the long term financial stability of the District and the colleges.

The Board of Trustees has the ultimate responsibility for establishing policies to assure the quality, integrity, and effectiveness of the student learning programs and services and the financial stability of the institution. The Board of Trustees is responsible for selecting and evaluating the Chancellor. In compliance with the provisions of the Education Code, the Board delegates full responsibility and authority to the Chancellor to implement and administer board policies and conduct the business of the district and educational programs without interference, and holds the Chancellor accountable for the operation of the District. The Chancellor is responsible for hiring and evaluating the college presidents. The Chancellor delegates full responsibility and authority to the presidents to administer the colleges without interference and holds the presidents accountable for the operation of the colleges.

In accordance with the provisions of the California Education Code, the Board of Trustees specifically authorizes the Chancellor to perform, but is not limited to, the following functions:

- 1. To hire academic and classified employees for the district, subject to ratification by the Board.
- 2. To authorize and direct employees of the district to incur travel expenses, including but not limited to mileage to conduct district business, including conference travel, within the limits and budget requirements.

Adopted: 8-24-82 Revised: 3-07-88 Revised: 4-26-99 Revised: 11-19-02 Revised: 10-24-11

- 3. To sign applications and delegate responsibility for BP-3005 Designation of Authorized Signatures for funds and contracts (under \$100,000) for the district, subject to ratification by the Board, as noted in board policy. In emergency situations, the Chancellor, Vice Chancellor of Business Services, or Chancellor's designee, may sign contracts over \$100,000, subject to ratification.
- 4. The Board hereby delegates to the Chancellor or his or her designee the authority to accept employee resignations on its behalf at any time. Resignations shall be deemed accepted by the board when accepted in writing by the Chancellor or his or her designee. If the resignation does not specify an effective date, the Chancellor or his or her designee shall fix an effective date for the resignation which shall be within 60 days. When accepted by the Chancellor or his or her designee, the resignation is final and may not be rescinded. All such resignations shall be forwarded to the Board for ratification at the next regular meeting.
- 5. To establish and maintain the district's purchasing procedure, according to Public Contract Code and other legal requirements.

Reference:

Accreditation Standards IV. B; B.1.a; B.1.c B.1.b; B.1.c: B.1.j; B.2; B.3; B.3.a; B.3.b; B.3.c; B.3.d; B.3.e; B.3.f

 $Board\ Policy\ 2101,\ Delegation\ of\ Authority\ to\ the\ College\ President$

Administrative Regulation 4216, Resignations

California Education Code, Section 70902, 87032, 81655, 87730, 88201, 81641

California Public Contract Code, Sections 20650

Board Policy 3200-Contracts

Adopted: 8-24-82 Revised: 3-07-88 Revised: 4-26-99 Revised: 11-19-02 Revised: 10-24-11

3200.1

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BUSINESS

CONTRACTS

<u>DELETE POLICY – Move language to BP-3200 renaming it PURCHASING</u> AND CONTRACTS

The Board delegates to the Chancellor or his/her designee the authority to enter into contracts on behalf of the District and to establish administrative procedures for contract awards and management, subject to the following:

- Contracts are not enforceable obligations until they are ratified by the Board.
- Contracts for work to be done, services to be performed or for goods, equipment or supplies
 to be furnished or sold to the District that exceed the amounts specified in Public Contracts
 Code Section 20651 shall require prior approval by the Board.
- When bids are required according to Public Contracts Code Section 20651, the Board shall award each such contract to the lowest responsible bidder who meets the specifications published by the District and who shall give such security as the Board requires, or reject all bids.

If the Chancellor or his/her designee concludes that the best interests of the District will be served by pre-qualification of bidders in accordance with Public Contracts Code Section 20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.

If the best interests of the District will be served by a contract, lease, requisition or purchase order through any other public corporation or agency in accordance with Public Contracts Code Section 20652, the Chancellor or his/her designee is authorized to proceed with a contract.

Reference:

- Education Code Section 81641,et seq.;
- Public Contracts Code Sections 20650, et seq.

Adopted: 4-28-08 Page 1 of 1

3200

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUSINESS

PURCHASING AND CONTRACTS

The Board delegates to the Chancellor, Vice Chancellor of Business Services, or Chancellor's designee the authority to enter into contracts on behalf of the District and to establish administrative procedures for contract awards and management.

CONTRACT AWARDS

- The Chancellor, or his/her designee Vice Chancellor of Business Services, or Chancellor's designee is authorized to approve individual business contracts up to the maximum limit authorized in BP-2100 Delegation of Authority to the Chancellor of \$100,000.
- Contracts approved by the Chancellor or his/her designee shall be subsequently submitted to the Board for ratification.
- If the best interests of the District will be served by a contract, lease, requisition or purchase order through any other public corporation or agency in accordance with Public Contracts Code Section 20652, the Chancellor or his/her designee is authorized to proceed with a contract.

BID LIMITS

- For contracts involving bid limits by the Education Code, the Chancellor or his/her designee Vice Chancellor of Business Services shall be limited to less than \$15,000 for public works projects, and \$72,400 for equipment, supplies and maintenance projects ensure that the District adheres to public contract code limits on public works, and other projects as adjusted for inflation each year pursuant to Public Contract Code 20651(d).
- Contracts approved by the Chancellor or his/her designee shall be subsequently submitted to the Board for ratification.
- When bids are required according to Public Contracts Code Section 20651, the Board shall award each such contract to the lowest responsible bidder who meets the specifications published by the District and who shall give such security as the Board requires, or reject all bids.
- If it is in the best interests of the District to be served by pre-qualification of bidders in accordance with Public Contracts Code Section 20651.5, pre-qualification may be conducted in accordance with procedures that provide for a uniform system of rating on the basis of a questionnaire and financial statements.

Reference:

Education Code Section 81656; 81641,et seq. Public Contracts Code Section 20650, et seq.

Adopted: 4-28-08 Revised: 8-26-08

4006

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT PERSONNEL HUMAN RESOURCES

MEDICAL EXAMINATIONS, COMMUNICABLE DISEASES, AND TUBERCULOSIS TESTING

The District shall comply with California Education Code relating to medical examinations, communicable diseases, and tuberculosis testing.

Reference:

California Education Code, Sections 87408, 87408.5, 87408.6, 88021

Adopted: 2-13-68 Revised: 4-26-99 Revised: 4-01-72 Revised: 1-20-04 Revised: 4-10-89 Reviewed: 3-28-11

Revised: 4-08-91

4007

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT **HUMAN RESOURCESPERSONNEL**

HEALTH EXAMINATIONS

The District will assume the full cost of any medical examination it requires as a condition of employment or continued employment, including but not limited to the provisions outlined in the California Education Code, Section 87408, for academic personnel, and Section 88021 for classified personnel.

Reference:

Education Code Section 87408

Adopted: 6-04-69 Revised: 4-10-89 Revised: 2-28-94 Revised: 4-26-99 Revised: 9-26-05 Reviewed: 10-13-10

4161

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

PROFESSIONAL DEVELOPMENT AND GROWTH

The South Orange County Community College District encourages faculty, classified staff and administration to develop and keep current their professional skills and knowledge through varied educational opportunities, both within and outside the District.

References:

<u>Title V, 53200(8)</u> <u>Education Code Section 87150 et seq.</u> <u>Accreditation Standard III A.14</u>

4215

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

PERSONNEL

STUDENT EMPLOYMENT

DELETE BP – Move language to AR-4215 Student Workers and Hourly Rates

Students at South Orange County Community College District who are enrolled in a minimum of 12 units or in courses that require at least 20 hours of participation per week each fall or spring semester are eligible to apply for and will be considered for employment by the district.

To be eligible to apply for employment during the summer session, students must be enrolled in a minimum of six (6) units or in courses that require at least 20 hours of participation per week.

Adopted: 11-26-79 Revised: 4-10-89 Revised: 4-26-99 Reviewed: 10-13-10

4306

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

HUMAN RESOURCES

CALENDAR

The Board of Trustees will annually adopt a-calendar(s) for the academic year.

The following days are recognized as holidays by the Board of Trustees:

Independence Day

Labor Day

* Admission Day

Veterans' Day

Thanksgiving Days

Winter Recess

New Year's Day

Martin Luther King, Jr. Day

Lincoln's Day

Presidents' Day

Friday of Spring Break

Memorial Day

Cesar Chavez Day*

*NOTE: The date would not be effective until the 2017-2018 Academic Calendar.

Reference:

California Education Code, Section 88205.5, 88203, 88205

Adopted: 12-09-85 Revised: 4-10-89

Technical Update: 4-26-99

Revised: 4-25-11 Review Only

Reviewed by BPARAC & Chancellor on 12-16-13. No recommended change to policy.

^{*}Authorized state holiday, which may be designated on a <u>different</u> non-instructional day in lieu of September 9.

6180

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

INSTRUCTION

CAREER AND TECHNICAL EDUCATIONAL PROGRAM ADVISORY COMMITTEES

Each career and technical education (CTE) program offered by the colleges shall utilize a program advisory committee made up of representatives from business, industry, labor, education, and <u>or</u> government. The committee is to provide input on the quality, content, relevance, currency, and expected outcomes of the program and its courses.

Reference:

Title 5, Sections 55600 et. seq.

Adopted: 1-20-11 Review only:

ITEM: 6.11 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Authorization of Payment to Trustee Absent from Board

Meeting

ACTION: Approval

BACKGROUND

Education Code Section 72024 (d) was amended to read "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district."

STATUS

Trustee James Wright was absent from the February 22, 2016 board meeting due to family matters.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution #16-05 (Exhibit A) authorizing payment to Trustee Wright who was absent from the February 22, 2016 meeting of the Board of Trustees.

Item Submitted By: Gary L. Poertner, Chancellor

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES

RESOLUTION AUTHORIZING PAYMENT TO TRUSTEE ABSENT FROM BOARD MEETING

RESOLUTION 16-05

Section 72024 (d) provides that "A member (of the Board of Trustees) may be paid for any meeting when absent if the board by resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. This compensation shall be a charge against the funds of the district;" and

WHEREAS, on February 22, 2016, the Board of Trustees of the South Orange County Community College District held a meeting; and

WHEREAS, Trustee James Wright could not be present at the meeting; and WHEREAS, it was determined that Trustee Wrights' absence was due to a hardship;

NOW, THEREFORE, BE IT RESOLVED that Trustee Wright shall be paid at the regular rate of compensation for the meeting of the Board of Trustees held on Monday, February 22, 2016.

ITEM: 6.12 DATE: 3/28/16

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 Exhibit A 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 Exhibit A.

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. <u>NEW PERSONNEL APPOINTMENTS</u>

- 1. **ACADEMIC EMPLOYMENT** (Ratified Pursuant to Board Policy 4002.1)
 - a. DOLBIN, RONALD, is to be employed as Mathematics Instructor, Pos #7224, School of Mathematics, Computer Science, and Engineering, Irvine Valley College, effective August 15, 2016. Approximate Salary Placement: Class V, Step 1. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit B, Attachment 1)
 - b. FAMIGLIETTI, CATHERINE, is to be employed as Mathematics Instructor, Pos #7225, School of Mathematics, Computer Science, and Engineering, Irvine Valley College, effective August 15, 2016. Approximate Salary Placement: Class V, Step 1. This is a new position approved by the Board of Trustees on October 26, 2015. (Exhibit B, Attachment 2)

2. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF

			Approx.	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	<u>Assignment</u>	Placement	Start Date
Huang, Hui-Ming	PhD/Comp. Science	Comp. Science/IVC	V	05/31/16
Pov, Tina	MS/Applied Math	Math/IVC	II	05/31/16
Williams, Adrienne	PhD/Env. Sci/Physics	Chemistry/IVC	V	06/20/16

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

			Approx.	
			<u>Salary</u>	
<u>Applicant</u>	Highest Degree	Assignment	<u>Placement</u>	Start Date
Dubon, Valeska	MA/Psychology	Psychology/SC	II	03/28/16
Goetz, David	PhD/Visual Studies	Art/SC	V	03/28/16
¹ Hoffman, Laura	MFA/Fine Arts	Emeritus Art/SC	II	03/28/16
Hinman, Gretchen	BA/Religion	Adult Ed-Citizen/SC	I	01/19/16
Elali, Fatima	MS/Counseling	Counseling/IVC	II	03/01/16
Powell, Laura	MA/English	English/IVC	II	02/09/16
Titterude, Melanie	MA/Educ. Counseling	Counseling/IVC	II	03/01/16
² Tuccinardi, Kirstin	MA/Social Work	EOPS/SC	II	02/16/16
³ Waterbury, Linda	BA/Education	ESL Adult Ed./SC	I	02/10/16

¹ Current NBU employee at Saddleback College

² Current NBU employee at Saddleback College

³ CalSTRS Retiree

A. <u>NEW PERSONNEL APPOINTMENTS</u> - 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>Approx.</u>	
			Salary	
Applicant	Highest Degree	Assignment	Placement	Start Date
Braus, Shirley	MA/Latin Am. Studies	ESL/SC	2	3/28/2016

Equivalency is based on Ms. Braus' completion of 24 quarter units of graduate level classes in TESOL/TEFL from Seattle University, 15 years of teaching multi-levels of ESL courses for the University of California-Irvine International Programs, and experience teaching community college ESL classes as an adjunct for Mt. San Antonio College. Ms. Braus holds an MA in Latin American Studies, a BA in Anthropology, and a California Single Subject Clear Credential for K-12 and adults.

Linhardt, Amanda BA/Theatre Theatre Arts/IVC I 02/02/16

Equivalency is based on Ms. Linhardt possessing an established career in theatre, independent films, and TV commercials as a scenic artist. Her portfolio includes numerous productions for clients including Sets Unlimited, Pfinix Creative Group, Gothic Moon Productions, Laughing Dog LLC., and Kingsmen Shakespeare Company. Throughout her career, Ms. Linhardt has made education a priority by working as a guest artist and instructor teaching the elements of scenic design and scene painting at schools including: Tehachapi High School, Corona Del Mar High School, Laguna Beach School District, Orange County School of Performing Arts, and Concordia University. Her portfolio includes numerous examples of faux finishes and other scenic painting techniques. In addition, Ms. Linhardt is uniquely positioned to provide students with current industry experience.

Skaron, Deborah BA/Studio Art ESL Adult Ed./SC I 02/10/16

Equivalency is based on a bachelor's degree in Studio Art and a Multi Subject Clear Teaching Credential from the University of California, Irvine (UCI). Ms. Skaron also holds a TESOL Certificate from UCI extension. She has been an ESL instructor for more than 12 years. She currently teaches non-credit ESL classes to Spanish speakers at Santiago Canyon Community College and teaches ESL to students from a variety of language backgrounds at Capistrano Unified School District's Adult School. In the past, Ms. Skaron has also worked with students preparing to earn their GED.

A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

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

⁴Staley, Deborah BA/History Adult Ed./SC I 01/21/16

Equivalency is based on a Bachelor's degree in History from Lake Forest College in Illinois and 20 additional units in Education from the University of Illinois, Urbana. Ms. Staley has a California Teaching Credential and a CLAD certification, as well as single subject California teaching credentials in English and Social Science. Over the past 14 years, she has taught ESL in China and at Capistrano Adult School. In addition, she has taught all subjects in High School Diploma programs at California Unified School District and for employees at Mission Hospital. Ms. Staley also served as Coordinator of the Capistrano Adult School's family literacy program from 2005-2007.

⁵Vera Lopez, Janet EdD/ Education Counseling/IVC V 03/01/16

Equivalency is based upon a Bachelor's degree in Sociology and a Doctorate in Education from the University of California, Los Angeles and the University of Southern California. In addition, Ms. Vera has completed 33 semester units relevant to community college counseling. Her experience includes student development, academic advising, career exploration, crisis management, and teaching academic and career courses at UCLA and USC. She has more than 10 years of experience with providing individual and group counseling to students from diverse populations. This includes counseling and developing programs that focus on student development, career exploration, goal clarification, and academic success. While working in the Marshall School of Business at the University of Southern California, she advised students on academic/personal adjustment, major requirement, minor programs, university policies, co-curricular involvement opportunities, and provided follow-up for at risk students.

Zickler, Donna BS/Mrktng&Spply Mgt Accounting/IVC I 03/28/16

Equivalency is based on Ms. Zickler being a Certificated Management Accountant and a current board member of the Institute of Management Accountants in Orange County. She has over 20 years of experience in Accounting and Business.

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.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Cesareo, Claire	Accreditation Content Writer/SC	5,548.00	01/19/16-05/24/16
Fanego, Chris	Facilitation, ECP 6/IVC	100.00	02/01/16-05/23/16
Frame, Stewart	Facilitation, ECP 10/IVC	100.00	02/01/16-05/23/16

Matta Errand

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⁴ CalSTRS Retiree

⁵ Currently Director of Student Success and Support Programs at Irvine Valley College.

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

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

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Garcia, Renee	Coord., Great Teacher Seminar/SC	500.00	08/17/15-12/16/15
Jasieniecki, Carol	Facilitation, ECP 7/IVC	100.00	02/01/16-05/23/16
Lee, David	Facilitation, ECP 4/IVC	100.00	02/01/16-05/23/16
McGuire, Bill	Coord., Great Teacher Seminar/SC	500.00	01/12/16-01/15/16
Shiring, Richard	Facilitation, ECP 13/IVC	100.00	02/01/16-05/23/16
Smith, Basil	OEI Migration & Application/SC	700.00	01/19/16-05/23/16
Webber, Jonathan	Facilitation, ECP 3/IVC	100.00	02/01/16-05/23/16
Monthly Total: Gen	eral Fund	\$7,848.00	
2015-2016 FISCAL	YEAR TOTAL TO DATE	\$1,007,452.55	

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.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Alexander, Ariel	Outreach: Commercial Music/SC	2,683.00	01/01/16-03/30/16
Allah, Nancy	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Alvarados, G.	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Andre, Joy	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Andre, Joy	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Argila, Carl	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Boccignone, A.	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Bower, Karyn	Broadcast Journalism Initiative/SC	500.00	01/19/16-05/01/16
Boyd, Melody	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Bravo, Adam	Jazz Comp. Reading/SC	65.00	02/24/16-02/24/16
Brunner, Janelle	AVID Practicum, BSI/SC	77.60	02/19/16-02/19/16
Cioczek-Georges, R.	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Costa, Ross	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Coy, Christine	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Cunningham, Tara	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Cuthbertson, Denise	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
DeMarchi, Joanne	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Desopo, Camille	AVID Practicum, BSI/SC	77.60	02/19/16-02/19/16
Do, Tu	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Doherty, Matthew	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Donelson, Susan	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Dye, Paul	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Espinosa, Manuel	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Faulkner, Jill	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Futami, Kimberly	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Gilbert, Annie	AVID Practicum, BSI/SC	77.60	02/19/16-02/19/16

C. <u>ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND</u> - 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.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Go, Jane	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Gonsowski, Steven	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Goodman, Richard	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Goss, Debbie	AVID Practicum, BSI/SC	77.60	02/19/16-02/19/16
Goulding, Carrie	BSI Project/SC	582.00	01/19/16-05/20/16
Griswold, Warner	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Gustafson, Michelle	AVID Practicum, BSI/SC	77.60	02/19/16-02/19/16
Harrington, Chris	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Harrison, Milagros	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Hass, Kevin	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Hayter, Catherine	BSI Project, Research Strategies/SC	582.00	01/19/16-05/20/16
Hayter, Catherine	BSI PLC High School Project/SC	679.00	01/19/16-05/20/16
Homma, Mary	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Hong, Song	Faculty Professional Dev./SC	500.00	01/29/16-05/23/16
Ibbotson, Jill	Faculty Professional Dev./SC	500.00	01/29/16-05/23/16
Inman-Olinger, A.	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Inman-Olinger, A.	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Jahani, Amir	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Jaime, David	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Jenkins, Christina	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Jenkins, Christina	Coordinator, BSI Project/SC	349.20	01/19/16-05/23/16
Jenks, Robert G.	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Johnson, Clayton	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Johnson, Paul	Jazz Faculty Concert/SC	150.00	01/25/16-01/25/16
Kelly, Katherine	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Klingbeil, Candice	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Kuang, Shilong	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Law, Dennis	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Layton, Larry	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Levine, Joel	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Lively, Brian	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Lively, Brian	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Lu, Jianhua	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Kelsey, Dave	AVID Practicum, BSI/SC	77.60	02/19/16-02/19/16
Kihyet, Connie	AVID Practicum, BSI/SC	77.60	02/19/16-02/19/16
Lewis, Dawn	BSI PLC High School Project/SC	679.00	01/19/16-05/20/16
Marshall, Cynthia	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Matthews, Bob	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Merrell, Jo Ann	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Meyer, Clifford	NATEF Preparation, Perkins/SC	1,800.00	12/17/15-01/15/16
Mochizuki, Jon	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Moir, Casey	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
MorrisFreshwater, L	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16

C. <u>ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND</u> - 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.

		Not to Exceed	
<u>Name</u>	Activity	Amount (\$)	Effective Date
Murray, Peter	AVID Practicum, BSI/SC	77.60	02/19/16-02/19/16
Nelson, Josete	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Ottaiano, Ric	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Paige, Monique	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Pfeiler, Donna	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Pino, David	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Pinter, Gerald	Jazz Comp. Reading/SC	230.00	02/10/16-02/24/16
Podolak, Mark	Curriculum Development/SC	300.00	08/18/15-12/16/15
Podolak, Mark	GD Equipment Training, Perkins/SC	100.00	08/18/15-12/16/15
Podolak, Mark	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Pollizzi, Vincent	NATEF Preparation, Perkins/SC	800.00	12/17/16-01/15/16
Rahbari, Soroosh	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Richards, Holly	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Roffel, Frank	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Robbins, Jared	Refresh Curriculum Dev./SC	3,864.48	01/19/16-05/23/16
Rogers Cloud, Robin	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Romero, Maria T.	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Schantz, Doris	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Schantz, John	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Scott, Daniel	Discipline Faculty Mentor/SC	2,135.00	08/17/15-12/16/15
Scott, Daniel	Discipline Faculty Mentor/SC	2,135.00	01/19/16-05/23/16
Scott, Daniel	Discipline Faculty Mentor/SC	840.00	05/26/16-08/07/16
Shafe, Kia	Coord. of Bridge to JPL Pgrm/SC	15,000.00	01/19/16-05/23/16
Shannon, Janet	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Shelton, Alison	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Shults, Mary Anne	Broadcast Journalism Initiative/SC	500.00	01/19/16-05/01/16
Sierakowski, Elisia	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Signo-Jackson, Janet	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Smith, Basil	OEI Migration/Application/SC	700.00	01/19/16-05/23/16
Smith, Kathryn	AESL Faculty Prof. Dev./SC	500.00	01/19/16-05/23/16
Smith, Melinda	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Sommerville, Nancy	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Speth, Mary	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Spinella, William	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Stonick, Lyndell	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Stout, Ronald	Jazz Faculty Concert/SC	150.00	01/25/16-01/25/16
Swanson, Rosemary	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Tait, Miriam	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Tarantola, Leslie	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Tran, Tiffany	HS Articulation/CATEMA/IVC	3,483.00	01/12/16-05/23/16
Vidal Prudholme, L.	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Walker, Tina	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Wang, Caitlin	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16

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.

		Not to Exceed	
<u>Name</u>	<u>Activity</u>	Amount (\$)	Effective Date
Wang, Jenny	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Watt, Deb	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Weaver, Christopher	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Weckerly, Michelle	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Weekes, Patti	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
West, Tracy	Facilitator, Fashion a la Mode/SC	200.00	11/20/15-11/20/15
Wetlesen, Sandra	Faculty Professional Dev./SC	500.00	01/19/16-05/23/16
Willis, Eugenia	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Wilson, Steven	AVID Practicum, BSI/SC	77.60	02/19/16-02/19/16
Wood, Debra	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Yossef, Lindsay	President's Faculty Dinner/SC	50.00	01/14/16-01/14/16
Monthly Total: Gen	eral Fund	\$50,905.08	
2015-2016 FISCAL	YEAR TOTAL TO DATE	\$582,591.37	

D. REDUCED WORKLOAD PROGRAM WITH STRS RETIREMENT

 6HERRON, ALINDE, ID #5246, Interior Design Instructor, Pos #1579, Advanced Technology and Applied Science, Saddleback College, has requested to participate in a 34% reduction in teaching contract to a 66% teaching 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 is August 15, 2016, until retirement date.

E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

- 1. HORAN, ELIZABETH, ID #16241, Distance Learning Librarian, Division of Online Education and Learning Resources, Saddleback College, Pos #3807, resignation effective March 31, 2016. Payment is authorized for any compensated time off. (Start date: August 18, 2008)
- 2. STUFFLER, MARTHA, ID #1717, Economics Instructor, School of Social and Behavioral Sciences, Irvine Valley College, Pos #2252, resignation effective May 24, 2016 and retirement effective May 25, 2016. Payment is authorized for any compensated time off. (Start date: August 18, 1997)
- 3. VENABLE, SAMANTHA, ID #1149, Nursing Instructor, Division of Health Science and Human Services, Saddleback College, Pos #1713, resignation effective June 1, 2016 and retirement effective June 2, 2016. Payment is authorized for any compensated time off. (Start date: August 15, 1988)

⁶ Clarification to reduction in teaching contract, approved by the Board of Trustees on February 22, 2016.

ATTACHMENT 1

NAME: RONALD DOLBIN

POSITION: MATHEMATICS INSTRUCTOR

Mathematics, Computer Science, and Engineering

Irvine Valley College Full-Time, Tenure Track

EDUCATION:

Ph.D. Mathematics

University of California, Riverside

Riverside, CA

B.A. Mathematics

California State University, Fullerton

Fullerton, CA

EXPERIENCE:

Dr. Dolbin has been a full-time instructor in the Mathematics Department at Fullerton College since 2014 and has taught a wide variety of mathematic courses. Dr. Dolbin's full time employment experience prior to Fullerton College includes a tenure-track position at Fairleigh Dickinson University in Teaneck, New Jersey, as well as a temporary position at Pepperdine University in Malibu, California. While completing his doctorate at the University of California Riverside, he was a teaching assistant for a wide range of mathematics courses, as well as a teaching fellow who assisted in the implementation of a teaching assistant development program. Dr. Dolbin has over eleven years of experience teaching various college level courses.

ATTACHMENT 2

NAME: CATHERINE FAMIGLIETTI

POSITION: MATHEMATICS INSTRUCTOR

Mathematics, Computer Science, and Engineering

Irvine Valley College Full-Time, Tenure Track

EDUCATION:

Ph.D. Civil Engineering

Princeton University

Princeton, NJ

M.A. Civil Engineering

Princeton University

Princeton, NJ

B.S. Civil Engineering

Southeastern Massachusetts University

North Dartmouth, MA

EXPERIENCE:

Dr. Catherine Famiglietti has been a full-time lecturer in the Department of Mathematics at the University of California, Irvine since July of 2001, and a part-time instructor in the Mathematics Department at Irvine Valley College since January of 2009. During that time, she has taught a wide variety of mathematics courses, ranging from Pre-Algebra to Vector Calculus. Dr. Famiglietti has experience teaching both in-person and online courses, and is comfortable teaching in a traditional lecture format as well as incorporating interactive group work into her classes. In total, Dr. Famiglietti has over 20 years teaching both remedial and lower-division university level mathematics courses.

HONORS/AWARDS:

• Outstanding Professor for the School of Physical Sciences, University of California, Irvine, 2007

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ITEM: 6.13 DATE: 3/28/16

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 and Exhibit B.

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. CHANCE, MAX is to be employed as Police Officer, Pos. #3142, Office of Campus Safety and Security, Saddleback College, Classified Police Officers Association Salary Schedule Range II, Step 1, 40 hours per week, 12 months per year, effective February 26, 2016. This is a replacement for Jeffrey Hsu.
 - b. CHAVEZ, CHRISTIAN is to be employed as Transfer Center Specialist, Pos. #3351, Transfer Center, School of Guidance and Counseling, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 123, Step 1, 40 hours per week, 12 months per year, effective March 28, 2016. This is a replacement for Brad Conrad.
 - c. COULSTON, KRISTY is to be employed as Human Resources Specialist, Temporary, Pos. #4954, Office of Human Resources, District Services, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective March 21, 2016. This is a replacement for Blanche Ellis.
 - d. FADAIEFARD, MOHAMMAD ALI is to be employed as Network Systems Technician III, Pos. #4683, Office of Technology Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 140, Step 3, 40 hours per weeks, 12 months per year, effective February 18, 2016. <u>Rehired within 39 months in accordance with Board Policy 4201.3.</u>
 - e. FOES, JURATE is to be employed as Custodian, Pos. #5171, Office of Physical Plant, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 29 hours per week, 12 months per year, effective March 21, 2016. This position was approved by the Board of Trustee on February 23, 2015.
 - f. HERNANDEZ, ENRIQUE is to be employed as Custodian, Pos. #1974, Office of Physical Plant, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 40 hours per week, 12 months per year, effective March 17, 2016. This is a replacement for Luis Mendoza.
 - g. HOWARD, MICHAEL is to be employed as Custodian, Pos. #7019, Office of Physical Plant, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 40 hours per week, 12 months per year, effective March 14, 2016. This position was approved by the Board of Trustee on October 26, 2015.
 - h. SANTOS, KELLY MARK is to be employed as Custodian, Pos. #2020, Office of Physical Plant, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 113, Step 1, 40 hours per week, 12 months per year, effective March 16, 2016. This is a replacement for Pedro Leon.
 - i. SMEAD, CHRISTINE is to be employed as Administrative Assistant, Pos. #4784, Division of Online Education and Learning Resources, Saddleback College, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 25 hours per week, 12 months per year, effective February 8, 2016. This is a replacement for Deborah Snyder.

A. <u>NEW PERSONNEL APPOINTMENTS</u> - Continued

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>	Classification	Range	Start Date
		/Step	
Ayers, Wanda	Dispatcher/Records/IVC	119/1	02/17/16-06/30/16
Cubillos Bezanilla, Sandra	Sr. Administrative Assistant/SC	127/1	02/01/16-06/30/16
¹ Durgom-McQuown, Lynn	Costume/Makeup Designer/SC	132/1	02/03/16-06/30/16
Hernandez, Lucia	Custodian/SC	113/1	02/03/16-06/30/16
Mettra, LouAnn	Child Development Spec./IVC	122/1	02/22/16-06/30/16
VanNorman, Timothy	Applications Specialist I/IVC	134/1	02/01/16-06/30/16
Wagner, Richard	Computer/Audiovisual Tech/IVC	126/1	02/01/16-06/30/16
Yi, Young	Library Assistant I/IVC	115/1	02/01/16-06/30/16
Zimbalist, Jacqueline	Senior Accounting Specialist/SC	131/1	02/01/16-06/30/16

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)

		Hourly	
<u>Name</u>	<u>Position</u>	<u>Rate \$)</u>	Start/End Date
Baggs, Trudi	Project Specialist/SC	35.00	01/22/16-06/30/16
Betady, Edwin	Campus Security Officer ST/SC	12.00	02/01/16-06/30/16
Crowe, Scott	Coaching Aide/SC	25.00	01/23/16-06/30/16
Cubillos Bezanilla, Sandra	Project Specialist/SC	24.21	02/01/16-06/30/16
Emmil-Lugo, Alison	Project Specialist/SC	25.00	03/04/16-06/30/16
England, Leah	Project Specialist/SC	18.00	01/11/16-06/30/16
Firouzabadi, Lili	Clerk/SC	14.00	02/15/16-06/30/16
Gomes, Antone	Coaching Aide/SC	25.00	02/08/16-06/30/16
Hermes, Laura	Coaching Aide/SC	25.00	01/15/16-06/30/16
Hulen, Donna	Project Specialist/SC	40.00	02/17/16-06/30/16
Jones, Janine	Project Specialist/SC	19.50	02/01/16-06/30/16
Karlsson, Hans	Project Specialist/SC	20.00	01/15/16-06/30/16
LaMarca, Valerie	Project Specialist/IVC	14.00	02/22/16-06/30/16
Makhambetova, Venera	Project Specialist/IVC	14.00	02/03/16-06/30/16
Nahavandi, Kamron	Project Specialist/DS	18.00	02/08/16-06/30/16
Oldham, Jenae	TMD Aide/IVC	15.00	01/25/16-06/30/16
Oshiro, Dianna	Project Specialist/SC	22.00	02/17/16-06/30/16
Padawer, Lindsay	Project Specialist/IVC	15.00	01/25/16-06/30/16
Paegert, Kina	Project Specialist/IVC	20.00	12/15/15-06/30/16
Parker, Tracy	Project Specialist/SC	40.00	01/18/16-06/30/16
Pearce, Julie	Project Specialist/IVC	20.00	11/19/15-06/30/16
Ramirez Vasquez, Jeneffer	Project Specialist/SC	12.00	01/04/16-06/30/16
Razo, Jorge	Project Specialist/SC	50.00	02/22/16-06/30/16
Reyes, Vickie	Project Specialist/SC	12.50	02/24/16-06/30/16
Schaefer, Emily	Project Specialist/SC	21.00	01/19/16-06/30/16

¹ Related to Mark McQuown, Associate Faculty, Fine Arts and Media Technology, Saddleback College.

A. <u>NEW PERSONNEL APPOINTMENTS</u> - 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>Hourly</u>	
<u>Name</u>	<u>Position</u>	Rate \$)	Start/End Date
Serrano, Joshua	TMD Aide/IVC	10.50	02/15/16-06/30/16
Temori, Masturha	Clerk/SC	14.00	02/01/16-06/30/16
Varela, Marcus	Project Specialist/SC	12.50	02/24/16-06/30/16
Vilas, Seth	Project Specialist/SC	25.00	12/15/15-06/30/16
Yi, Jennifer	Project Specialist/SC	12.00	02/01/16-06/30/16

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>	Start/End Date
Abbasinik, Mana	02/16/16-06/30/16
Al Abtah, Abdul Rahman	02/03/16-06/30/16
Chahla, Farid	02/22/16-06/30/16
Connolly, Christine	01/27/16-06/30/16
Cox, Katheryn	02/22/16-06/30/16
Farsad, Veda	01/22/16-06/30/16
Heidarpour, Pedram	12/15/15-06/30/16
Hosseini, Mohammadsafa	01/15/16-06/30/16
Lang, Harry	02/22/16-06/30/16
Montazer, Arang	02/22/16-06/30/16
Saliba, Cindy	01/20/16-06/30/16
Singletary, Sarah	02/22/16-06/30/16
Sutton, Caitlin	02/04/16-06/30/16
To, Tiffany	02/03/16-06/30/16
Zieman, Ashley	01/26/16-06/30/16

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)

		Not to	
<u>Name</u>	<u>Position</u>	Exceed (\$)	Start/End Date
Ambrosini, Linda	Community Educ. Presenter/SC	10.50	02/01/16-06/30/16
Beard, Ian	Tutor/IVC	12.00	02/08/16-06/30/16
Billman, Wendy	Community Educ. Presenter/SC	10.50	01/02/16-06/30/16
Bodenhoefer, Robert	Tutor/IVC	15.00	01/25/16-06/30/16
Christman, Meredith	Community Educ. Presenter/SC	10.50	02/01/16-06/30/16
Coddington, Kathleen	Community Educ. Expert/SC	15.00	01/19/16-06/30/16
Eckhart, Sherry	Model/IVC	25.00	02/09/16-06/30/16
Florentino, Efren	Community Educ. Presenter/SC	10.50	02/01/16-06/30/16
Gronnerud, Kathleen	Tutor/SC	12.00	01/15/16-06/30/16

A. NEW PERSONNEL APPOINTMENTS - Continued

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)

		Not to	
<u>Name</u>	<u>Position</u>	Exceed (\$)	Start/End Date
Hanson, Kathryn	Community Educ. Presenter/SC	10.50	02/01/16-06/30/16
Hillabrant, Jill	Community Educ. Presenter/SC	10.50	01/11/16-06/30/16
Hillman, Elizabeth	Tutor/SC	12.00	01/15/16-06/30/16
Johnson, Robert	Community Educ. Presenter/SC	10.50	01/21/16-06/30/16
² Luschei, Ashleigh	Tutor/SC	12.00	02/01/16-06/30/16
² Luschei, Savannah	Tutor/SC	12.00	02/01/16-06/30/16
Nieto, Diana	Community Educ. Presenter/SC	10.50	02/01/16-06/30/16
Parsons, Rhys	Clinical Skills Specialist/SC	15.00	12/15/15-06/30/16
Puelma, Estela	Community Educ. Presenter/SC	10.50	02/01/16-06/30/16
Roach, Eileen	Community Educ. Presenter/SC	10.50	02/01/16-06/30/16
Stockus, Robert	Clinical Skills Specialist/SC	15.00	01/30/16-06/30/16
Vreeland, Avera	Model/IVC	25.00	02/01/16-06/30/16

B. <u>AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS</u>

1. STUDENT EQUITY PROGRAM MANAGER, Pos. #5149, Academic and Classified Administrator and Manager Salary Schedule Range 9, Financial Aid, Office of Student Services, Irvine Valley College seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year position from its staff complement, effective March 29, 2016 (Position approved: January 26, 2015)

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

- 1. ASSISTANT DIRECTOR OF FACILITIES-CAPITAL OUTLAY PROJECTS, a classified manager, Academic and Classified Administrator and Manager Salary Schedule Range 14, Office of Physical Plant, 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 March 29, 2016.
- 2. ATHLETIC TRAINER, Classified Bargaining Unit Salary Schedule Range 132, Division of Kinesiology and Athletics, 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 March 29, 2016.
- 3. DISTRICT WORKERS COMPENSATION AND SAFETY MANAGER, Academic and Classified Administrator and Manager Salary Schedule Range 09, Office of Business Services, District Services, seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement, effective March 29, 2016. (Exhibit B, Attachment 2)

² Ashleigh Luschei and Savannah Luschei are related.

C. <u>AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION</u> - Continued

- 4. LEAD CHARGE NURSE, Classified Bargaining Unit Salary Schedule Range 142, Student Health Center, Office of Student 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 March 29, 2016. (Exhibit B, Attachment 4)
- 5. POLICE OFFICER, Classified Police Officers Association Bargaining Unit Salary Schedule Range II, Office of Campus Safety and Security, 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 March 29, 2016.
- 6. SENIOR ADMINISTRATIVE ASSISTANT, CATEGORICAL (SEP), Classified Bargaining Unit Salary Schedule Range 127, Division of Transfer, Career and Special Programs and 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 March 29, 2016. Employment in this categorical position is contingent upon funding by the Student Equity Program.

D. AUTHORIZATION TO CREATE NEW JOB CLASSIFICATIONS

- 1. DISTRICT seeks authorization to create the following new C.S.E.A. job classifications within the Classified Bargaining Unit.
 - a. CUSTODIAL ASSISTANT, Classified Bargaining Unit Salary Schedule Range 111. (Exhibit B, Attachment 1)
 - b. EQUIPMENT TECHNICIAN, Classified Bargaining Unit Salary Schedule Range 122. (Exhibit B, Attachment 3)
 - c. SENIOR ELECTRICIAN, Classified Bargaining Unit Salary Schedule Range 130. (Exhibit B, Attachment 5)
 - d. SENIOR PLUMBER, Classified Bargaining Unit Salary Schedule Range 130. (Exhibit B, Attachment 6)

E. REORGANIZATION

- 1. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. **ELIMINATE** ATHLETIC TRAINER, Pos. #4082, Division of Kinesiology and Athletics, Saddleback College, Classified Bargaining Unit Salary Schedule Range 132, full-time, 40 hours per week, 12 months per year position from its staff complement; and **CREATE** ATHLETIC TRAINER, Division of Kinesiology and Athletics, Saddleback College, Classified Bargaining Unit Salary Schedule Range 132, full-time, 40 hours per week, 11 months per year position to its staff complement, effective March 29, 2016. (Pos. #4082 is vacant, and was approved by the Board of Trustees on May 26, 2009)

F. AUTHORIZATION TO INCREASE HOURS ON A CLASSIFIED POSITION

1. PROGRAM TECHNICIAN, CATEGORICAL, Pos. #4241, Classified Bargaining Unit Salary Schedule Range 122, Division of Advanced Technology and Applied Sciences, Saddleback College seeks authorization to increase the hours per week from a part-time, 29 hours per week, 10 months per year position, to a full-time, 40 hours per week, 10 months per position, effective March 29, 2016. Employment in this categorical position is contingent upon funding by the Career Pathways Trust Grant. (Position #4241 is vacant)

G. TEMPORARY INCREASE IN HOURS

1. SLAUGHTER, TERESA, 020574, Program Assistant, Categorical, Pos. #6519, Classified Bargaining Unit Salary Schedule Range 118, Step 1, 24 hours per week, 12 months per year, Division of Health Science and Human Services, Saddleback College, has been given a temporary increase in hours to 40 hours per week as Program Assistant, Categorical, Pos. #7584, effective February 16, 2016. Employment in the categorical funded position is contingent upon the Enrollment Growth for Nursing grant.

H. CHANGE OF STATUS

- 1. CLASSIFIED EMPLOYMENT (Information Items Pursuant to Board Policy 4002.1)
 - a. BILSBOROUGH, ALAN, ID #020105, Human Resources Assistant, Pos. #4463, Classified Bargaining Unit Salary Schedule Range 121, Step 2, 40 hours per week, 12 months per year, Office of Human Resources, District Services, is to be employed as Senior Administrative Assistant, Pos. #6607, Classified Bargaining Unit Salary Schedule Range 127, Step 2, 40 hours per week, 12 months per year, Office of Instruction, Irvine Valley College, effective March 7, 2016. This position was approved by the Board of Trustees on August 24, 2015.
 - b. CALDERIN, JENNIFER, ID #018350, Applications Specialist I, Pos. #4394, Classified Bargaining Unit Salary Schedule Range 134, Step 5, 40 hours per week, 12 months per year, Office of Technology Services, Irvine Valley College, is to be employed as Applications Specialist II, Pos. #5167, Classified Bargaining Unit Salary Schedule Range 138, Step 4, 40 hours per week, 12 months per year, Office of Technology Services, Irvine Valley College, effective March 14, 2016. This position was approved by the Board of Trustees on February 23, 2015.
 - c. CHAKRABORTY, JHUMA, ID #015941, Library Assistant II, Pos. #5005, Classified Bargaining Unit Salary Schedule Range 119, Step 6, 40 hours per week, 12 months per year, School of Library Services, Irvine Valley College, is to be employed as Library Assistant III, Pos. #2798, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, School of Library Services, Irvine Valley College, effective March 1, 2016. This is a replacement for Kristine Murakami.

I. OUT OF CLASS ASSIGNMENTS

1. 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).

		Range/		<u>Effective</u>
<u>Name</u>	Temporary Assignment	<u>Step</u>	Hours	<u>Date</u>
Anderson, Stacy	EMS Program Specialist	123/1	40	02/16/2016
Yang, Karen	Senior Administrative Assistant	127/4	40	02/22/2016

2. 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).

		Range/		<u>Effective</u>
<u>Name</u>	Temporary Assignment	<u>Step</u>	Hours	<u>Date</u>
Mosqueda, Richard	Utility Custodian	117/4	40	03/14/2016
Ramirez Valdez, Judith	Lead Custodian	119/4	40	03/07/2016
Tibbo, Kristy	Senior Administrative Assistant	127/1	40	03/14/2016
Wilhelm, Melinda	Senior Graphic Designer	134/2	40	03/02/2016

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

		Range/		Effective
<u>Name</u>	Permanent Assignment	<u>Step</u>	Hours	<u>Date</u>
Parra, Lori	Extended Opportunity Program Spec.	121/6	40	11/02/2015
Schultz, Katherine	Counseling Office Assistant	115/6	40	11/01/2015

J. <u>LEAVE OF ABSENCE</u>

1. ROCKLIN, PATRICIA, ID #011513, Financial Aid Specialist, Pos. #3693, Classified Bargaining Unit Salary Schedule Range 125, Step 6, 22 hours per week, 12 months per year, Financial Aid, Office of Student Services, Saddleback College has been approved for a general intermittent leave without pay effective March 1, 2016 through June 1, 2016.

K. <u>RESIGNATION/RETIREMENT/CONCLU</u>SION OF EMPLOYMENT

- 1. CAMPBELL, DANIEL, ID #012020, Senior HVAC Technician, Pos. #4294, Office of Physical Plant, Irvine Valley College, resignation effective February 29, 2016 and retirement effective March 1, 2016. Payment is authorized for any compensated time off. (Permanent Start date: November 1, 2001)
- 2. GRIJALVA, EDWARD, ID #002251, Police Officer, Pos. #2576, Office of Campus Safety and Security, Saddleback College, resignation effective February 29, 2016 and retirement effective March 1, 2016. Payment is authorized for any compensated time off. (Permanent Start date: March 12, 1985)

K. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT - Continued

- 3. NORTON, LORI, ID #021680, Health Center Nurse, Pos. #4834, Student Health Center, Office of Student Services, Saddleback College, resignation effective February 29, 2016. Payment is authorized for any compensated time off. (Permanent Start date: November 23, 2015)
- 4. ROMINGER, MARY, ID #011719, Senior Administrative Assistant, Pos. #3654, Disabled Students Programs and Services, Irvine Valley College, resignation effective April 8, 2016 and retirement effective April 9, 2016. Payment is authorized for any compensated time off. (Permanent Start date: June 25, 2002)
- 5. STAGGS, CYNTHIA, ID #014142, Senior Accounting Specialist, Pos. #4069, Office of Fiscal Services, District Services, resignation effective July 5, 2016 and retirement effective July 6, 2016. Payment is authorized for any compensated time off. (Permanent Start date: March 28, 2005)
- 6. VERA LOPEZ, JANET, ID #020708, Director of Student Success and Support Program, ID #4981, School of Admissions, Records and Enrollment Services, Irvine Valley College, resignation effective March 8, 2016. Payment is authorized for any compensated time off. (Permanent Start date January 20, 2015)

L. VOLUNTEERS

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

Advanced	Technology	and Applied	1 Sciences	. Saddleback	College
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Adon, Rose	Alfaro, Anthony	Allen, Marc
Andampour, Hirad	Araujo, Maribel	Arshadi, Aryand
Atwood, Hilary	Ayona, Andrew	Azam, Muhammad
Bailey, Courtney	Baltgaluis, Kari	Barnard, Reed
Becerra, Mabil	Beck, Emilee	Bergerson, Eric
Blackwood, Katherine	Botros, Sabrina	Brouillette-Janes, Khrystl
Brown, Rachelle	Burnett, Larcyn	Carman, Jack
Carr, Aubrey	Castillo, Seth	Chavez, Sunny
Cherland, Logan	Cheung, Kam Shing	Chmura, Lindsay
Choi, Junho	Cintron, Zachary	Cohen, Hannah
Cardenas, Claudia	Cortes, Alejandro	Crystal, Benjamin
Cullen, Tiffany	Daniels, Jordan	Delarosa, Nikole Mae
Denton, Kyle	Dickinson, Ariel	Diesel, Brian
Dobbs, Jennie	Dzandzara, Nicholas	Ellis, Courtney
Farzadpour, Shayan	Figueroa, Josh	Ford, David
Furlong, Andy	Frigger, Eric	Fritz, Darin
Garau, Nicole	Gaudreau, Justine	Garman, Kylie
Garcia, Carlos	Garrick, Logan	Gaspar, Michael
Gell, Kalen	George, Jamie	Getz, Coral
Ghasemi, Kousha	Gillespie, Kiani	Godinez, Edgar
Gold, Nick	Gonzales, German	Gonzalez, Stephanie
Grant, Savannah	Greenwood, Eric	Greer, Nick
Guevara, Kelly	Habib, Tameem	Hanna, Anthony

L. **VOLUNTEERS** - Continued

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

<u>Adv</u>	anced	Tec	hno]	logy	and	Αp	plied	l Scie	nces,	Sad	dle	<u>back</u>	Col	lege

Hayes, Joshua Heisler, Matt Hernandez, Andrew Holbrook, Kari Hosono, Misato Tiffany Hurst, Demian Huynh, Daniel Hyde, Delia Inciong, Jason Francisco

Jabali, AndyJacobson, MichaelJohnson, ClayJohnson, SeanKahidi, SamKammeyer, KevinKaupp, ColinKhazali, AmeliaKing, SeanKing-Allen, JordanKing-Furgala, ShaneKlemm, PaigeKolk, JordanKonshayar, DaviolKreter, Michael

Kopshever, Daniel Krater, Michael Kolk, Joey Kruse, Kevin Ku, Jimmy Larkins, Liana Lee, Eugenia Leger, James Lilly, Jenaie Lima, Dorian Lopez, Aida Lopez, Gabriela Lowe, Christina MacKenzie, Sara Mahdavi, Samar Malouli, Joshua Maqbool, Kiran March, Marie Marcinov, Nikolas Marowitz, Matt Masjuan, Victoria

Marcinov, Nikolas Marowitz, Matt Masjuan, Victoria Masline, Andy Mayeda, Lori McDaniel, Dylan McEntire, Shelby McKenna, Emily Melsheimer, Madison Meng, Ye Mendoza, Savanah Micheil, Chad Miller, Joan Miller, Rebecca Miller, Tylar

Miranda, Lucas Miranda, Shaira Mitchell, Justin Modica, Alec Mohr, Thomas Moody, Keaton Moore, Chase Mouzoon, Beetah Morales, Ryan Moyles, Cody Murray, Christian Nadari, Nima Nariman, Keyvon Norman, Cody O'Brien, John Oberhuber, John Oliver, Makayla Orem, Alexander Orfila, Nick Ortega, Lorin Patterson, Keone Pattschull, Cole Paul, Nicole Perez, Amelia

Patterson, Reone
Pattschull, Cole
Perez, David
Perez, Kyle
Peterson, Selena
Pham, Ha
Phomphakdy, Jeffrey
Pimentel, Andrew
Platt, Katherine
Plumb, Brianna
Pourazar, Natalia
Prendiville, Connor
Raglin, Henry
Ralston, Jake
Ratliff, Kenneth
Rea, Justine

Raiston, Jake Rathii, Keinieth Rea, Justine
Reise, Joel Rhodes, Danika Ricca, Kelly
Richens, Derek Rodriguez, Bryan Rodriguez, Jaron
Rodriguez, Krista Rodriguez, Noe Rojas, Yaradset
Ross, Dakota Rupay, Nicole Said, Bassem

Sampson, Cheyne Sanchez, Marco Sanchez-Zacarias, Salvador

Sandler, Joseph
Sandler, Lauren
Schwartz, Reece
Schwartz, Samantha
Self, Madison
Sentner, Keegan
Shariat, Idin
Shaw, Charles
Shiroke, Samantha
Silva, Kimberly
Smith, Thomas
Solis, Merilyn
Soor, Sarina

Spielman, Joshua Steen, Eloise Strangman, Bryce Sutton, Andrew Sweet, Brittany Logan Swoboda, Casey Sylvia, Brandon Terzic, Alyssa Thiart, Dean Tolero, Jerome Van Swae, Collin Vesey, Rachel

Villagomez, Victoria Wachter, Ashley

L. **VOLUNTEERS** - Continued

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

Advanced Technology and Applied Sciences, Saddleback College

Watts, Adam Welch, Martha Williams, Harvey Williams, Michael Wills, Andrew Wilson, Joseph Wittwer, Annalecia Wright, Kevin Woodgrift, Kenneth Zaccardo, Axel Zeis, Landen Zeller, Jonathan

Business Sciences, Online and Extended Education, Irvine Valley College

Addington, Tania

Business Sciences, Economic and Workforce Development, Saddleback College Bowman, Marie

Fine Arts and Media Technology, Saddleback College

Anders, JD Anderson, Dottie Azvaredel, Robert

Burns, Scott Bush, Noah Cole, Tom

Cook, Mike Espinoza, Eric Greeninger, Michael

Griffith, Marites Griffith, Thomas Gross, Eric Kharileh, Ramina Kharileh, Sophie Kim, Young Ae Koy-Vandermade, Molly Lapre, Jacob Larson, Christine

Larson, Jessica Lopez, Jess McDermott, Alexandrea

Muros, Christopher Posteraro, Jay Riggert, Melissa Russo-Neustadt, Amelia Tattersoll, Gilbert Ward, Jenna Ward, Kimberly Widner, Beverly Wright, William

Guidance and Counseling, Irvine Valley College

Rogers, Kenneth

Humanities and Languages, Irvine Valley College

Yi, Sarah

Kinesiology, Health, and Athletics, Saddleback College

Curtis, Bradley Faanes, Rosane Schneider

Liberal Arts, Saddleback College

Cavazzi, Bentley

Office of Instruction, Irvine Valley College

Ashline, Joanna

Social and Behavioral Sciences, Saddleback College

Cubbage, April

Student Development, Irvine Valley College

Warner, Heaven Renee

ATTACHMENT 1

South Orange County Community College District

CUSTODIAN ASSISTANT – JC #, Classified Bargaining Unit Salary Schedule Range 111

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under general supervision from higher level supervisory and/or management staff, performs a limited range of custodial duties related to the , care, maintenance, monitoring and cleaning of assigned buildings and facilities; sets up and removes tables, chairs and equipment for meetings; and performs a variety of general tasks relative to assigned areas of responsibility.

May receive functional supervision, technical training and work direction from a higher-level custodian.

DISTINGUISHING CHARACTERISTICS

This is a beginning level class within the Custodian series. Employees within this class are distinguished from the Custodian level in that the latter position performs the full range of custodial duties including refinishing floors and extracting carpets. Incumbents in the Custodian Assistant classification may be assigned to provide assistance on larger projects but do not have primary responsibility. Employees at this level are expected to be fully aware of the operating procedures and policies of the work unit and work within a prescribed set of procedures.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- 1. Clean and sanitize restroom facilities and fixtures including sinks, urinals and toilets; wash windows, mirrors and walls; clean and sanitize showers; replenish supplies in restrooms; clear minor drain blockages as necessary.
- 2. Sweep, and mop various types of floors and vacuum carpeted floors..
- 3. Dust and polish furniture, woodwork, fixtures, and equipment; remove cob webs; clean desks and counter tops; clean chalk boards and white boards; replenish chalk; clean erasers.
- 4. Empty, clean and sanitize waste receptacles; pick up papers and other debris; empty pencil sharpeners.
- 5. Move and arrange furniture and equipment and set up rooms for conferences and meetings; operate District vehicle to pick up or deliver supplies as requested.
- 6. Lock and unlock buildings and facilities as required; ensure buildings are locked and safeguarded against unauthorized use.
- 7. Replace lights and adjust shades and blinds.
- 8. Clean air vents as required.
- 9. Identify and report building maintenance needs in assigned buildings and facilities.
- 10. Remove graffiti from surfaces as necessary.
- 11. Assist in maintaining custodial closet; receive, stock, organize and maintain supplies and equipment as necessary.
- 12. May assist in completing larger custodial projects.
- 13. As needed, assist with washing and cleaning District vehicles; may be required to operate a vehicle.
- 14. Perform related duties as required.

Page 2 – Custodian Assistant

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Methods, and materials, used in custodial work.

Methods and techniques of cleaning furniture, walls and fixtures.

Operational characteristics of using cleaning materials and supplies.

Proper methods of storing equipment, materials and supplies.

Occupational hazards and standard safety practices.

Ability to:

Clean and care for assigned areas and equipment.

Learn to use a variety of custodial equipment, supplies and materials.

Use a variety of custodial chemicals, supplies and materials in a safe and effective manner.

Use and monitor the need for a variety of custodial materials and supplies.

Work independently in the absence of supervision.

Understand and follow oral and written directions.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

<u>EDUCATION AND EXPERIENCE GUIDELINES</u> - 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/Training:

Equivalent to the completion of the twelfth grade.

Experience:

Some custodial experience is desirable. .

LICENSE OR CERTIFICATE:

A valid California driver's license and proof of insurability may be required for some positions.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

Work is performed in both indoor and outdoor environments; travel from site to site; exposure to noise, dust, grease, smoke, fumes, noxious odors and gases; work and/or walk on various types of surfaces including slippery or uneven surfaces. Occasional exposure to risks controlled by safety precautions. Positions may be required to work evenings and weekends on occasion.

South Orange County Community College District Page 3 – Custodian Assistant

Physical:

Primary functions require sufficient physical ability and mobility to perform moderately strenuous manual labor; to stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; operate assigned equipment; and to verbally communicate to exchange information.

Vision:

See in the normal visual range with or without correction.

Hearing:

Hear in the normal audio range with or without correction.

Prepared by Forsberg Consulting Services, August 2015 Approved by the Board of Trustees,

Evaluative Criteria: Knowledge 50%; Education 5%; Experience 45%

ATTACHMENT 2

South Orange County Community College District

DISTRICT WORKERS' COMPENSATION & SAFETY MANAGER (District Services – Business Services) – JC #, Classified Management, Integrated Academic and Classified Administrators and Managers Salary Schedule Range 09

DEFINITION

To develop, coordinate, and perform highly specialized, detailed, technical workers' compensation and environmental, health and safety work, including the development and implementation of the Injury and Illness Prevention Program and other health and safety programs at a paraprofessional level, to provide risk management services support, and to perform other job related duties as assigned.

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

DISTINGUISHING CHARACTERISTICS

The District Workers' Compensation and Safety Manager is assigned a variety of workers' compensation program and safety-related assignments without detailed instructions or guidance. The incumbent is distinguished by the independent responsibility to support and ensure an effective District-wide workers' compensation program. The incumbent performs technical functions typically requiring specialized knowledge of workers' compensation law, administration and claims management and must demonstrate advanced skill in research, analysis and process development relating to legally required programs. The incumbent also must possess knowledge and expertise specific to managing workers' compensation litigation and claims administration.

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the District Risk Manager.

Exercises functional and technical direction and oversight to lower-level professional, technical and/or clerical personnel.as assigned.

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

- 1. Administer the District's workers' compensation program; develop systems to track and conduct research on workers' compensation claims; and prepare periodic reports in graphic, written, tabular, and oral form.
- 2. Use specialized technical knowledge to independently manage workers' compensation claims, including, but not limited to litigation, stipulations, settlements, compromise and releases with injured workers, governmental authorities and medical professionals, in accordance with applicable federal and State of California laws and regulations for workers' compensation.
- 3. Provide direction and coordinate claims support to District and College departments for workers' compensation claims and claim file reporting; and coordinate claims administration with external claims administrators and assigned workers' compensation legal counsel.
- 4. Provide direction, assessment, guidance, and feedback to the District's third-party workers' compensation administrator regarding workers' compensation, claims management and reporting.

South Orange County Community College District Page 2 - District Workers' Compensation & Safety Manager

- 5. Assess workers' compensation claims for risk mitigation; integrate the Environmental Health and Safety Department's assessment of workplace injury environmental assessments related to injured workers; and recommend appropriate corrective actions to mitigate workplace hazards and conditions.
- 6. Maintain current, accurate and specialized knowledge of workers' compensation law and regulations; and review existing workers' compensation programs and practices to ensure compliance with current legal requirements.
- 7. Assess, develop and present workers' compensation prevention and claim administration training, including process guidance materials for District and College personnel; and coordinate and/or present occupational health and safety training sessions tailored to the functions and abilities of various employee groups, including administrators, managers, and supervisors, faculty, and support staff.
- 8. Develop, coordinate and implement programs and procedures to comply with State and federal occupational safety and health regulations, involving subjects such as injury and illness prevention, asbestos, blood borne pathogens, confined spaces, electrical safety, ergonomics, fall prevention, fire safety, industrial truck operations, hazard communication, hearing conservation, lab safety lockout/tagout, office safety, seismic safety, machine guarding, personal protective equipment, pesticides and respiratory protection.
- 9. Develop, coordinate and implement programs and procedures to comply with federal, State and local environmental regulations, involving subjects such as air emissions, hazardous waste disposal, solid waste reduction, medical waste disposal, under/above ground fuel storage tanks and wastewater discharge.
- 10. Develop, coordinate and implement programs and procedures to minimize damage to District property, reduce third party liability and prevent employee injuries; and perform accident/injury investigations related to worker's compensation and third party claims.
- 11. Perform and coordinate environmental health and safety inspections and audits of District facilities, including, but not limited to, administrative offices, classrooms, chemistry/biology laboratories, machine/wood shops, automotive/aviation shops, fine arts shops, food service facilities and associated campus grounds.
- 12. Conduct and coordinate risk assessment studies involving environmental monitoring/measurement to assess potential exposures to chemical and physical agents and recommend control methods.
- 13. Respond to employee and third party reports of hazards at District facilities and recommend appropriate corrective actions to mitigate liability issues.
- 14. Coordinate and oversee projects related to environmental health and safety issues, such as environmental remediation, chemical storage/ventilation installations and asbestos/lead/mold abatement.
- 15. Arrange for and utilize outside environmental health and safety professionals/contractors when appropriate.

Page 3 - District Workers' Compensation & Safety Manager

- 16. Use and incorporate information technology in addressing environmental health and safety issues such as web-based training, web-based reporting and database tracing/documentation.
- 17. Independently research, prepare and respond to correspondence; generate written communications, financial reports, statistical reports, surveys and other communications for the workers' compensation program.
- 18. Design, maintain and implement the District's workers' compensation "Early Return to Work" program.
- 19. Maintain complex claims, litigation and other data records; prepare technical correspondence related to assignment; and analyze and interpret District workers' compensation experience reports.
- 20. 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:

Equivalent to completion of four years of education from an accredited college or university with major course work in natural or engineering science, environmental management, risk management or occupational safety and health, including coursework in chemistry, biology, physics and mechanical engineering.

Experience:

At least four years of progressively responsible experience in workers compensation, occupational health and safety and/or environmental management program environment.

Or, an Associate of Arts degree with major course work involving insurance, risk management or contract law and an additional two years of directly-related experience in a public agency.

Or, any other combination of education and experience that would provide the required qualifications.

Licenses or other Requirements:

Must possess a valid unrestricted California Driver's License; the use of a personal vehicle for local travel in performance of job duties will be required on an occasional basis.

Knowledge of:

Applicable District policies and local, State and federal laws, codes and regulations, including those related to workers' compensation, public health and welfare, and liability claims in a public sector employment setting.

Business math and simple statistics.

Computer systems and software applications related to area of assignment, including capabilities and limitations.

General methods and practices of budget preparation and financial record keeping.

Interpersonal skills including tact, patience and diplomacy.

Page 4 - District Workers' Compensation & Safety Manager

Knowledge of:

Modern office practices, procedures, methods and equipment, including the timely and accurate maintenance of ongoing and continual permanent, legal and official records.

Operation of computer, peripherals and software programs, including information systems, database management, spreadsheet, word processing and specialized software.

Oral and written communication skills, including correct English usage, spelling, grammar, punctuation, composition and comprehensive report writing.

Principles and applications of industrial hygiene, occupational safety, and environmental technology.

Principles of organization and management, including training and supervision.

Requirements and methods of compliance with federal, State, and local environmental health and safety regulations, including but not limited to those enforced by Cal-OSHA, Fed-OSHA, EPA, and California Department of Health Services.

Specialized technical and administrative principles, practices and procedures of public entity workers' compensation programs.

Survey techniques.

Terminology and practices of medical treatment.

Ability to:

Analyze and interpret records related to assignment.

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

Anticipate conditions, plan ahead, establish priorities and meet schedules and timelines.

Collect, compile and analyze data.

Communicate complex technical subjects to diverse and/or non-technical audiences, orally and through print and digital media.

Communicate effectively both orally and in writing with a variety of people at all organizational levels in an academic environment.

Coordinate and prioritize multiple environmental and safety projects concurrently.

Deliver projects that achieve strategic objectives, on-time and on-budget

Demonstrate effective organizational and project management skills.

Demonstrate leadership, management, supervisory, and team-building skills.

Design and install new and improved record keeping systems for areas of assignment.

Determine solutions and formulate recommendations.

Develop and evaluate data.

Develop, implement and manage methods and procedures for areas of assignment.

Develop, prepare and administer assigned budget.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Establish and maintain cooperative and effective working relationships with those contacted in the course of work.

Gather, compile, maintain and analyze historical and complex data.

Interpret, apply and explain applicable District policies and procedures.

Interpret, apply and explain applicable local, State and federal laws, codes and regulations.

Learn College and District organization, operations and policies.

Maintain the confidentiality of employee records and medical status.

Make accurate observations and obtain objective information.

Make cost-effective risk management decisions balancing limited resources and regulatory requirements.

Make detailed and accurate calculations.

Page 5 - District Workers' Compensation & Safety Manager

Ability to:

Operate computer, related peripherals and applications software, including database management, spreadsheet, word processing and software related to area of assignment.

Participate in forecasting the current and future costs of programs and services.

Plan and organize work to meet schedules and timelines.

Plan, organize and execute effective written reports supported by facts, documentation and research.

Prepare and administer budgets for assigned programs.

Prepare and present reports in tabular, written, graphic, pictorial, digital and oral form.

Prepare complex and comprehensive financial or statistical data, summaries, statements, reports and analyses.

React independently and promptly to situations and events.

Read, understand, analyze, and apply complex written materials.

Recognize critical elements of problems.

Relate effectively with people of varied academic, cultural and socio-economic background using tact, patience, diplomacy and courtesy.

Select, train, lead, direct, supervise and evaluate the performance of assigned personnel.

Speak and write effectively.

Understand and carry out oral and written instructions

Understand and effectively and collaboratively work in a complicated multi-College environment, as well as within a system of community college districts.

Use effective employee relations techniques.

Use modern office practices, procedures, equipment and applicable software for the course of work.

Work effectively with diverse individuals and groups including, but not limited to, race, ethnicity, physical ability, religion and sexual orientation.

Work independently with little direction in a multi-project, fast-paced environment while meeting concurrent deadlines.

Work independently with minimum direction.

WORK ENVIRONMENT AND PHYSICAL DEMANDS

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

Work Environment

Standard office setting. Typically, duties are performed in an office environment while sitting at a desk or computer workstation. Incumbents are subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding timelines. May travel to other areas of the District, colleges and/or other sites to attend meetings or conduct work. At least minimal environmental controls to assure health and comfort. May be required to use personal vehicle occasionally for local travel in the course of work.

Physical Demands

The incumbent regularly sits for long periods of time, walks short distances on a regular basis, travels to various locations to attend meetings or conduct work, uses hands and fingers to operate an electronic keyboard or other office machines, reaches with hands and arms, stoops/kneels/crouches to file, 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 15 pounds.

South Orange County Community College District Page 6 - District Workers' Compensation & Safety Manager

Finalized by Marlys Grodt and Associate, February 22, 2016 Approved by the Board of Trustees,

Evaluative Criteria: Education: 35%; Experience: 35%; Knowledge: 30%

ATTACHMENT 3

South Orange County Community College District

EQUIPMENT TECHNICIAN – JC #, Classified Bargaining Unit Salary Schedule Range 122

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under close supervision from assigned Supervisor, performs a variety of routine duties related to the maintenance and repair of power-driven equipment; provides assistance to journey-level Automotive Diagnostic Technicians and learns to perform increasingly difficult mechanical duties in the diagnosis, maintenance and repair of District equipment; performs preventive maintenance according to established procedures; and maintains a variety of records including repair documents.

May receive functional supervision, technical training and work direction from a higher-level Automotive Diagnostic Technician.

DISTINGUISHING CHARACTERISTICS

This is the entry level class within the Automotive Diagnostic Technician series. Employees within this class are distinguished from the Automotive Diagnostic Technician in that the latter position is a full journey level with the knowledge and ability to perform the full scope of duties with minimal direction. Employees at the Equipment Technician level are expected to become fully aware of the operating procedures and policies of the work unit, perform duties within a prescribed set of procedures, and gain additional knowledge and skills related to automotive diagnostic work that enable the individual to perform diagnostic and repair work with greater independence.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- 1. Assist higher-level Automotive Diagnostic Technician in the performance of mechanical and auto repairs as required; provide assistance with inspecting, diagnosing, locating and repairing mechanical and electronic problems on a variety of diesel and gasoline powered maintenance equipment and grounds equipment, (e. g. hedge trimmer, weed eater, blower, ride on mower, push mower, pressure washer, battery and electric powered carts, tractors, and forklift).
- 2. Assist with the preventive maintenance program; perform routine equipment inspections to avoid equipment failures; identify and report needed repairs; may make routine repairs appropriate to skill level.
- 3. Maintain a clean, safe, and organized facility.
- 4. Assist in the preparing of district fleet vehicles and checking them in and out to users for field trips.
- 5. Clean and maintain assigned work area; dispose of hazardous materials according to established procedures; provide assistance in maintaining and repairing shop equipment, independently performing the more routine tasks.
- 6. May perform routine clerical tasks related to the work unit including assisting in the timely purchase of parts and materials used for repair and maintenance, maintaining files of equipment catalogs, service and parts manuals, and maintaining maintenance records and inventory of equipment tools and parts. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Page 2 - Equipment Technician

Knowledge of:

Basic methods, materials, equipment and tools used in routine welding and fabrication work.

Tools, equipment, and procedures used in the overhaul, repair and adjustment of gas and diesel powered equipment.

Basic methods and techniques of performing diagnostic troubleshooting services.

Principles of preventive maintenance.

Methods, materials, practices and tools of equipment repair.

Operational characteristics of standard automotive equipment.

Basic mathematical principles.

Principles and practices of record keeping.

Occupational hazards and standard safety practices.

Pertinent federal, state and local codes, laws and regulations.

Ability to:

Learn and utilize computerized diagnostic equipment and other tools and equipment used in troubleshooting and diagnosing malfunctions in gas and diesel powered equipment.

Learn and apply modern methods and procedures used in the overhaul, repair, maintenance and adjustment of gas and diesel powered equipment.

Learn principles of the operation, repair and maintenance of internal combustion engines and hydraulic equipment.

Learn routine operation, maintenance and repair procedures and apply them to specific repairs and work schedules.

Learn to test, adjust, maintain and repair mechanical, air, hydraulic, air conditioning and electrical systems, including integrated, complex and technical, computerized systems involving engine, electronic fuel injection, emission controls, electronic overdrive transmissions, anti-lock brakes and electronic climate control.

Operate computers and other electronic diagnostic and testing equipment and tools used to maintain and repair vehicles.

Perform a variety of welding work.

Safely and effectively operate a variety of power and hand tools used in heavy and light equipment repair.

Maintain clean and orderly work areas.

Maintain records and reports related to work performed.

Observe workplace health and safety regulations.

Work independently in the absence of supervision.

Understand and follow oral and written instructions.

Utilize standard office equipment including a computer and applicable software; learn and adapt to changing technology used in performing day to day tasks.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

<u>EDUCATION AND EXPERIENCE GUIDELINES</u> - 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:

South Orange County Community College District Page 3 - Equipment Technician

Education/Training:

Equivalent to the completion of the twelfth grade. Supplemental specialized training in the troubleshooting, diagnosis, maintenance and repair of gasoline and diesel-powered vehicles including integrated, complex and technical, computerized systems involving engine, electronic fuel injection, emission controls, electronic overdrive transmissions, anti-lock brakes and electronic climate control is highly desirable.

Experience:

Six months of experience performing maintenance and repair of gasoline- and diesel-powered vehicles. Experience that includes working with integrated, complex and technical, computerized systems involving engine, electronic fuel injection, emission controls, electronic overdrive transmissions, anti-lock brakes and electronic climate control is highly desirable.

LICENSE OR CERTIFICATE:

Possession of a valid California driver's license and proof of insurability.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

Work is performed in a shop environment; occasional field environment with some travel from site to site; exposure to noise, dust, grease, smoke, fumes, noxious odors, gases, and all types of weather and temperature conditions; work and/or walk on various types of surfaces including slippery or uneven surfaces and rough terrain. Occasional exposure to risks controlled by safety precautions. Positions may be required to work extended hours including evenings and weekends.

Physical:

Primary functions require sufficient physical ability and mobility to work in a mechanic shop environment; walk, stand, and sit for prolonged periods of time; frequently stoop, bend, kneel, crouch, crawl, climb, reach, and twist; push, pull, lift, and/or carry moderate to heavy amounts of weights; operate assigned equipment and vehicles; and to verbally communicate to exchange information.

Vision:

See in the normal visual range with or without correction.

Hearing

Hear in the normal audio range with or without correction.

Prepared by Forsberg Consulting Services, August 2015 Approved by the Board of Trustees,

Evaluative Criteria: Knowledge 50%; Education 15%, Experience 35%

ATTACHMENT 4

South Orange County Community College District

LEAD CHARGE NURSE – JC #, Classified Bargaining Unit Salary Schedule Range 142

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction from the Director of Student Health Services, oversees, coordinates, functionally supervises, and participates in the performance of a variety of duties involved in providing quality total nursing care to patients; participates with the Director of Nursing and the Psychologist Supervisor in establishing specific goals for patient care; determines work procedures and expedites work flow; implements specific procedures and programs; ensures compliance with all operating policies and procedures as well as pertinent rules and regulations; performs a variety of administrative duties related to assigned area of responsibility.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- 1. Oversee, coordinate, schedule, and functionally supervise the provision of quality nursing care to patients to maintain or attain the highest practical level of functioning; perform various duties to provide quality nursing care.
- 2. Assess patients; analyze obtained information to develop appropriate interventions to prevent physical or mental health decline; record signs of change in condition; notify appropriate staff per facility protocol to evaluate medical need or illness, changes in mental status, vital signs, weight loss, decline in ambulation, and other changes; observe conditions that indicate possible need for other resources and programs; inform physician of changes in assessment when appropriate.
- 3. Administer medications and treatments to patients; monitor administration of intravenous fluids if required; place orders for medication with the pharmacy.
- 4. Assess patients on admission to develop plan of care; complete further in depth assessment to contribute to the complete care plan; update care plans as warranted and required; attend and participate at Plan of Care meetings as scheduled.
- 5. Respond to emergencies; assess condition of the patient; decide on the type of medical attention required; call appropriate ambulance service if needed; notify family when patient is transferred or admitted to the hospital; notify the Director of Health Services, physicians, or clinical psychologist if appropriate when a change in condition occurs.
- 6. Confer with patients and or families as requested; make referrals to other departments or community resources when appropriate.
- 7. Provides outreach information and education for the prevention and promotion of physical and mental health and wellness, sexual assault, domestic and dating violence.
- 8. Communicate status of patients to appropriate incoming personnel according to established procedures; communicate with physicians, clinical psychologists and therapists; transcribe, clarify, and implement physicians' orders.
- 9. Conduct common screening tests; assist in diagnostic tests,
- 10. Maintain confidential health care and clinical files; document cases and keep charts updated; review medical and psychotherapy records for completeness and accuracy; file reports and records; ensures all mandated reporting is completed to appropriate agencies.
- 11. Complete accurate documentation in compliance with county, state and federal regulations for compliance and to facilitate reimbursement.

South Orange County Community College District Page 2 - Lead Charge Nurse

- 12. Complete employee and student accident and incident report forms; complete follow-up investigation forms.
- 13. Maintain accountability of controlled substances; inventory medications at the beginning and end of shift with another licensed nurse or physician; notify supervisor of any discrepancies.
- 14. Monitor and maintain appropriate levels of medical supplies and medications; receive and package medications, medical supplies, and special orders; destroy outdated supplies and medications; inform Director of needed replenishments of supplies, medication, or equipment.
- 15. Support the facility's medical supply system; follow procedures for lead items.
- 16. Participate in budget preparation and administration.
- 17. Oversee and participate in cleaning and maintaining examination rooms and equipment; restock exam rooms with appropriate supplies and health information; sterilize instruments.
- 18. Perform a variety of general administrative duties as required; maintain various reports and records related to the Student Health Center including nursing procedures and accident insurance eligibility forms; compile information and statistics for various reports and reporting requirements; provide daily reports and other periodic reports.
- 19. Attend meetings and conferences relative to student health as directed.
- 20. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Principles and practices of program development and implementation.

Principles and practices of providing training, work direction, and guidance to staff.

Pertinent federal, state, and local laws, codes, and regulations including California Department of Health regulations and Federal Health Care Administration regulations.

Current techniques and practices used in advanced first aid and cardiopulmonary resuscitation.

General nursing skills required of a Registered Nurse.

Resources available in providing quality nursing care to patients including local health and human care resources.

A wide variety of health issues such as nutrition, stress management, reproductive health, mental health, communicable diseases, and alcohol and substance abuse.

Assessment techniques and nursing interventions for chronic and acute physical, mental, social, and emotional problems.

Record keeping and filing principles, methods, and procedures.

Confidentiality requirements when dealing with personal and sensitive student information.

Office procedures, methods, and equipment including computers and applicable software applications such as word processing, spreadsheets, and databases.

Principles and practices used to establish and maintain files and information retrieval systems.

Work organization principles and practices.

Interpersonal skills using tact, patience, and courtesy.

Diverse academic, socioeconomic, cultural, disability, and ethnic backgrounds of community college students.

Ability to:

Independently coordinate, direct, and participate in the provision of quality total nursing care.

Functionally supervise, train, and evaluate the skill set of assigned staff.

Understand the organization and operation of the District as necessary to assume assigned responsibilities.

South Orange County Community College District Page 3 - Lead Charge Nurse

Ability to:

Understand, interpret, and apply administrative and office policies and procedures as well as pertinent laws, regulations, standards of practice, and ordinances.

Correctly assess the severity of and adopt an efficient and effective course of action for illnesses, injuries, and emergencies.

Provide accurate health information to students, faculty, and staff.

Refer patients to appropriate health care provider for definitive care of chronic, serious, and suspicious health complaints.

Maintain control in emergency health care situations.

Exercise good judgment and maintain confidentiality in maintaining critical and sensitive information, records, and reports.

Perform basic statistical calculations.

Monitor and maintain appropriate levels of medical supplies and medications.

Understand oral and written directions.

Operate office equipment including computers and supporting software applications.

Adapt to changing technologies and learn functionality of new equipment and systems.

Use correct English usage, grammar, spelling, punctuation, and vocabulary.

Work independently and effectively in the absence of supervision.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

<u>EDUCATION AND EXPERIENCE GUIDELINES</u> - 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/Training:

Completion of a Bachelor of Science in Nursing (BSN) from an accredited college or university.

Experience:

Four years of experience as a clinician in a school/college, community health, acute/urgent, or emergency care setting.

License or Certificate:

Possession of a valid Registered Nurse license issued by the Board of Nurse Examiners of the State of California Board of Nursing Education and Nurse Registration.

Possession of a valid CPR/AED (Cardiopulmonary Resuscitation/Automatic External Defibrillation) Certificate.

Possession of a valid Public Health Nurse, ACLS, and BLS (Advanced Cardiac Life Support & Basic Life Support) certification highly desirable.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

South Orange County Community College District Page 4 - Lead Charge Nurse

Environment:

Work is performed primarily in a clinic. Occasional response to any on-campus site during clear or inclement weather. Exposure to communicable diseases and other illnesses.

Physical:

Primary functions require sufficient physical ability and mobility to work in a clinical setting; to stand or sit for prolonged periods of time; to occasionally stoop, bend, kneel, crouch, reach, and twist; to lift, carry, push, and/or pull light to moderate amounts of weight; to assist in lifting or moving patients; to operate office equipment requiring repetitive hand movement and fine coordination including use of a computer keyboard; and to verbally communicate to exchange information.

Vision:

See in the normal visual range with or without correction.

Hearing:

Hear in the normal audio range with or without correction.

Prepared by Forsberg Consulting Services, February, 2016 Approved by the Board of Trustees,

Evaluative Criteria: Knowledge %; Education %, Experience %

ATTACHMENT 5

South Orange County Community College District

SENIOR ELECTRICIAN – JC #, Classified Bargaining Unit Salary Schedule Range 130

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under direction from assigned supervisory and/or management staff, performs skilled electrical work in the installation, repair and maintenance of electrical systems and equipment including lighting controls, circuitry fire alarm systems, security alarm systems, campus wide clock systems, access control systems, conduit systems and electrical control mechanisms; independently troubleshoots, diagnoses, and calibrates electrical equipment and systems; installs cable and conduit for networking, fiber optic cable, phone and data systems; performs predictive, preventative, and corrective maintenance as assigned; works with other trades staff as assigned; and maintains a variety of records.

DISTINGUISHING CHARACTERISTICS

This is the advanced journey level class within the Electrician series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and complexity of duties assigned including making independent decision related to electrical systems, interacting with contractors, and independently performing a variety of special projects. Employees in this classification work part of a shift alone without any direct supervision from higher level staff. Employees at this level are required to be fully trained in all procedures related to assignments and aware of the operating procedures and policies of the work unit.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- 1. Inspect, test, install, repair and maintain a variety of electrical equipment and controls including interior and exterior electrical lighting circuits, conduit and duct bank systems, transformers and other types of electrical power equipment; ensure daily compliance with applicable standards and specifications; make independent decisions related to the electrical system when working alone.
- 2. Install and maintain automated systems including parking lot lights, emergency lights, fire alarm systems, clock systems, lighting control systems, access control, and security alarm systems.
- 3. Troubleshoot and repair short circuits, power failures and other electrical problems; test, locate and repair damaged electrical circuitry and systems.
- 4. Repair and replace defective or worn electrical parts in motors, generators, pumps, telemetry equipment, controllers, switches and other facilities and equipment as required; coordinate fire alarm testing and inspection at mandated intervals.
- 5. Support the Lead Electrician by inspecting newly installed electrical equipment and lighting to ensure safe and satisfactory functioning; inspect new construction electrical work and systems as assigned and in collaboration with the assigned inspector.
- 6. Perform predictive, preventative, and corrective maintenance on equipment.
- 7. Inspect, clean, disconnect, improve, and reenergize high voltage networks.
- 8. Install low voltage network cabling, cable tray systems, and fiber optic cable as required; inspect, correct and modify cable as needed.
- 9. Respond to electrical calls and emergencies as necessary.
- 10. Operate and maintain a variety of hand tools, power tools, pneumatic tools, lifts of various types and sizes, forklifts of various types and sizes, trucks and other equipment in the performance of assigned duties.

Page 2 - Senior Electrician

- 11. Prepare and maintain a variety of written records and reports; read and interpret electrical and mechanical drawings and specifications.
- 12. Estimate time, materials, and equipment required for assigned jobs; requisition materials as needed.
- 13. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Advanced operational characteristics of electrical systems and internal components.

Advanced methods, practices, equipment and tools used in the installation, repair and maintenance of electrical systems including lighting control systems, lighting circuitry, fire alarm systems, access control systems, conduit systems and electrical mechanical systems..

Advanced principles of electrical theory as applied to electrical circuits and wiring systems.

Operational characteristics of high, medium, and low voltage electrical systems and high voltage networks.

Advanced principles of electrical and electronic repair.

Use and maintenance of a variety of power and hand tools.

Advanced methods and techniques of maintaining, installing and repairing electrical systems and equipment.

Operating characteristics and application of electrical test equipment.

Advanced methods and techniques of troubleshooting and calibrating electric and electronic systems and components.

Instrumentation equipment and precision tools.

Preventive and corrective maintenance techniques.

Precautions necessary for working with low, medium, and high voltage power.

Ability to read and understand construction documents, plans, and specifications.

Principles of mathematics.

Office procedures, methods, and equipment including computers and Microsoft Office suite.

Principles and procedures of record keeping.

Occupational hazards and standard safety practices.

Pertinent federal, state and local codes, laws and regulations including Cal/OSHA safety rules, regulations and other safe work practices.

Ability to:

Independently perform the most difficult electrical installation, repair, and maintenance duties.

Install, troubleshoot, maintain and repair various types of electrical equipment including lighting circuitry, fire and alarm systems, conduit systems and electrical control mechanisms.

Operate a variety of electrical testing, maintenance, repair, and installation equipment in a safe and effective manner.

Use electrical test equipment.

Operate hand and power tools competently and safely.

Install low voltage network cabling and fiber optic cable for networking purposes.

Maintain required work logs, records and related operational and maintenance data.

Prepare clear and concise written reports.

Perform accurate mathematical calculations.

Read, interpret, and work from blueprints, electrical diagrams and schematics, manufacturer instructions and directions.

South Orange County Community College District Page 3 - Senior Electrician

Ability to:

Perform assigned work in accordance with appropriate safety practices and regulations.

Work independently in the absence of supervision.

Understand and follow oral and written instructions.

Utilize standard office equipment including a computer and applicable software; learn and adapt to changing technology used in performing day to day tasks.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

<u>EDUCATION AND EXPERIENCE GUIDELINES</u> - 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/Training:

Equivalent to the completion of the twelfth grade supplemented by specialized journey-level training in the maintenance and repair of electrical lighting, motor control panels and computerized alarm systems.

Experience:

Three years of responsible journey-level experience in the maintenance and repair of electrical systems including lighting systems, motor control panels and computerized alarm systems and components.

LICENSE OR CERTIFICATE:

Possession of a valid California driver's license and proof of insurability.

Department of Industrial Relations Electrician Certification preferred.

Obtain certificate of completion for Cal/OSHA high voltage electric safety and operation training as required.

Possession of, or ability to obtain, forklift certification.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

Work is performed in both indoor and outdoor field environment; travel from site to site; exposure to noise, dust, grease, smoke, fumes, electrical energy and high voltage and all types of weather and temperature conditions; work at heights on scaffolding and ladders. Occasional exposure to risks controlled by safety precautions. Positions may be required to work evenings and weekends. Frequent exposure to hazardous activities including high voltage electricity.

Physical:

Primary functions require sufficient physical ability and mobility to walk, stand, and sit for prolonged periods of time; frequently stoop, bend, kneel, crouch, crawl, climb, reach, and twist; push, pull, lift, and/or carry moderate to heavy amounts of weights; operate assigned equipment and vehicles; verbally communicate to exchange information.

South Orange County Community College District Page 4 - Senior Electrician

Vision:

See in the normal visual range with or without correction; vision abilities required by this job include close, distance, and peripheral vision, color perception, depth perception, and the ability to adjust focus; and to operate assigned equipment.

Hearing:

Hear in the normal audio range with or without correction.

Prepared by Forsberg Consulting Services, August, 2015 Approved by the Board of Trustees,

Evaluative Criteria: Knowledge 50%; Education 25%, Experience 25%

ATTACHMENT 6

South Orange County Community College District

SENIOR PLUMBER – JC #, Classified Bargaining Unit Salary Schedule Range 130

Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are not intended to reflect all duties performed within the job.

SUMMARY DESCRIPTION

Under general supervision from higher level management staff, performs skilled work involving the installation, service, repair and maintenance of plumbing related systems; repair of pipes, fittings, fixtures, water heaters, plate exchange water heating systems, water, drainage and natural gas systems and lines, and irrigation systems; performs a variety of preventive maintenance within the area of assignment; operates and maintains a variety of hand and power tools and equipment; and performs a variety of general maintenance and special project work relative to assigned area of responsibility.

DISTINGUISHING CHARACTERISCS

This is the advanced journey level class in the Plumber series. Positions at this level are distinguished from other classes within the series by the level of responsibility assumed and the complexity of duties assigned including making independent decisions related to plumbing and gas systems, interacting with contractors, and independently performing a variety of special projects. Employees in this classification work part of a shift alone without any direct supervision from higher level staff. Employees at this level are required be fully trained in all procedures related to assigned area of responsibility.

REPRESENTATIVE DUTIES

The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.

- 1. Inspect, test, troubleshoot, repair, maintain and service all types of plumbing and gas systems; ensure proper functioning; repair leaks and malfunctioning systems; make independent decisions related to the plumbing systems when working alone or during weekends and evening hours; troubleshoot malfunctions and identify plan of action to resolve problems.
- 2. Maintain, replace and repair toilets, urinals, sinks, showers and other bathroom fixtures; install, maintain and repair a variety of valves, controllers, faucets and shut off valves; repair, replace, troubleshoot, and maintain manually and electronically activated faucets, flushometers and fittings.
- 3. Repair and maintain free standing and flush mounted drinking fountains, water coolers and electric and gas water heaters and related piping.
- 4. Assemble copper, brass, cast iron, steel, ABS, PVC, aluminum, stainless steel and glass pipes and fittings.
- 5. Maintain and repair fire sprinklers, hydrants and hose stations; repair or replace gas meters, pressure regulators and safety valves.
- 6. Repair or rebuild emergency showers and eyewash stations.
- 7. Maintain, test, adjust and record water treatment towers and boilers, electronic timers and back flow devices; perform inspections of plumbing and gas systems throughout the assigned campus; monitor operation of plumbing and gas systems that service the campus to buildings..
- 8. Operate equipment such as dump trucks, trenchers and backhoes, various types and sizes of forklifts and man lifts, and power tools such as compressors and jackhammers; excavate and backfill trenches, ditches, and holes as necessary; deploy underground shoring as required and in compliance with OSHA related rules and regulations.
- 9. Maintain and repair air, gas, water, and waste systems; assist contractors in locating various piping systems and valves as necessary; support water districts mandated cross connection testing.
- 10. Maintain and unclog storm drains, water features, and sewer lines and pool piping.

South Orange County Community College District

Page 2 - Senior Plumber

- 11. Estimate time, material, and labor costs for maintenance and repair projects; order stock and maintain plumbing equipment and supplies.
- 12. Perform preventive maintenance and inspection of piping systems and related equipment and devices.
- 13. Provide assistance on various other maintenance and repair projects as assigned.
- 14. Perform related duties as required.

QUALIFICATIONS

The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.

Knowledge of:

Advanced methods, practices, equipment, materials, and tools used in plumbing gas and potable and reclaimed irrigation work.

Advanced methods, practices and techniques in troubleshooting and diagnosing plumbing and gas malfunctions.

Electrical systems related to automatic valve controls, faucets, flushometers and landscape irrigation.

Operational characteristics of maintenance and construction equipment and tools used in the area of assignment.

Standard uniform plumbing code.

Occupational hazards and standard safety practices.

Ability to:

Independently perform skilled plumbing maintenance, installation and repair work.

Use and operate hand tools, mechanical equipment, and power tools and equipment required for the work in a safe and efficient manner.

Identify and correct plumbing problems.

Install, maintain and repair a variety of fixtures, valves and pipes.

Work effectively and independently in the absence of supervision.

Ensure adherence to safe work practices and procedures.

Estimate time, material, and labor costs for maintenance and repair projects.

Order and maintain parts and supplies according to established guidelines and repair requirements.

Understand and follow oral and written communication.

Utilize standard office equipment including a computer and applicable software; learn and adapt to changing technology used in performing day to day tasks.

Work with and exhibit sensitivity to and understanding of the varied racial, ethnic, cultural, sexual orientation, academic, socio-economic, and disabled populations of community college students.

Communicate clearly and concisely, both orally and in writing.

Establish and maintain effective working relationships with those contacted in the course of work.

<u>EDUCATION AND EXPERIENCE GUIDELINES</u> - 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/Training:

Equivalent to completion of the twelfth grade supplemented by completion of a recognized plumbing trade school or other specialized training in the maintenance and repair of plumbing and gas systems.

South Orange County Community College District Page 3 - Senior Plumber

Experience:

Three years of responsible experience in the maintenance and repair of plumbing and gas equipment systems.

LICENSE OR CERTIFICATE:

Possession of a valid California driver's license.

Possession of, or ability to obtain, forklift certification.

PHYSICAL DEMANDS AND WORKING ENVIRONMENT

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Environment:

Work is performed in both indoor and outdoor environments; travel from site to site; exposure to noise, dust, grease, smoke, fumes, noxious odors and gases; work and/or walk on various types of surfaces including slippery or uneven surfaces; work in or with water. Occasional exposure to risks controlled by safety precautions. Positions may be required to work evenings and weekends.

Physical:

Sufficient physical ability to work in field environment; walk, stand, and sit for prolonged periods of time; frequently stoop, bend, kneel, crouch, crawl, climb, reach, and twist; push, pull, lift, and/or carry moderate to heavy amounts of weights; requires a sense of touch, finger dexterity, gripping with fingers and hands; operate assigned equipment and vehicles; verbally communicate to exchange information.

Vision:

See in the normal visual range with or without correction.

Hearing:

Hear in the normal audio range with or without correction.

Prepared by Forsberg Consulting Services, August 2015 Approved by the Board of Trustees,

Evaluative Criteria: Knowledge 50%; Education 25%, Experience 25%

ITEM: 6.14 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: 2015-2016 Full-Time Faculty Hiring Amendment - Irvine

Valley College

ACTION: Approval

BACKGROUND

The hiring of qualified full-time faculty is a priority in advancing the missions of Irvine Valley College (IVC) and Saddleback College (SC). The Board approved the 2015-2016 full-time faculty hiring list on October 27, 2014, with authorization for recruitment through academic year 2016-2017.

STATUS

The previously approved faculty hiring list for Irvine Valley College for academic year 2015-2016 included a position in the Automation-Electronics-Electrical-Robotics discipline, School of Physical Sciences & Technologies. The college president has reviewed the faculty hiring recommendations and has submitted to the Chancellor his recommendation to amend the hiring list to change this position to the Engineering Technology discipline in the School of Math, Computer Science & Engineering. The College requests this change because the curricular need exists in the engineering discipline rather than the electrical technology discipline. Additionally, engineering enrollments are expanding due to a strong partnership with UCI.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve an amendment to the 2015-2016 full-time faculty hiring list for IVC to remove the Automation-Electronics-Electrical-Robotics position, School of Physical Sciences & Technologies, and add a position in the Engineering Technology discipline, School of Math, Computer Science & Engineering. Recruitment and selection of new faculty is contingent on funding and will proceed as recommended by the college president and approved by the chancellor.

ITEM: 6.15 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: 2016-2017 Full-Time Faculty Hiring Amendment –

Saddleback College

ACTION: Approval

BACKGROUND

The hiring of qualified full-time faculty is a priority in advancing the missions of Irvine Valley College (IVC) and Saddleback College (SC). The Board approved the 2016-2017 full-time faculty hiring list on October 26, 2015, with authorization for recruitment through academic year 2017-2018.

STATUS

Due to vacancies created by retirements, promotions and workload limits on part-time faculty, the Saddleback College President has reviewed the faculty hiring needs for Saddleback College and has submitted to the Chancellor his recommendation to amend the hiring list for the Division of Health Sciences & Human Services to add one (1) Nursing Instructor position, categorically funded; and one (1) Nursing Instructor position, paid through general funds. In addition, it is recommended that one (1) Adult Education ESL Coordinator/faculty position, categorically funded, be added for the Division of Community Education, Emeritus Institute, and K-12 Partnerships; one (1) Math Instructor position be added for the Math Science & Engineering Division. With Board approval, these four (4) positions will be authorized for recruitment through academic year 2017-2018.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve an amendment to the 2016-2017 full-time faculty hiring list for Saddleback College to add two (2) Nursing Instructor positions in the Division of Health Sciences & Human Services; one (1) Adult Education ESL instructor in the Division of Community Education, Emeritus Institute, and K-12 Partnerships; and one (1) Math Instructor position in the Division of Math, Science & Engineering. Recruitment and selection of new faculty is contingent on funding and will proceed as recommended by the college president and approved by the chancellor.

ITEM: 7.1 DATE: 3/28/16

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

Presentation Date/Time	Location	Faculty Member	Course Title/Activity	Speaker	Торіс
3/3/16	BGS 235	Larry Layton	BUS 1	Daniel Campos	Organizational Structure &
6:00 pm			Introduction to Business		Operational Management
3/7/16	BGS 244	Scott	BUS 160	Eric Huber	The Invention Process and
6:00pm		Fredrickson	Entrepreneurship		Entrepreneurship
3/9/16	BGS 232	Warner	BUS 1	Erin Mike and	Entrepreneurship
9:30 am		Griswold	Introduction to Business	Jamie Mills	
3/16/16	Laguna	Peggy Nichols	ART 50X	George O Hanlon	Best Painting Practices
9:00 am	Woods		Beginning Painting in		and How Oils are Ground
	Village		Oil/Acrylic		
	Clubhouse 1				
4/4/16	BGS 232	Warner	BUS 1	David Baia	Management & Leadership
9:30 am		Griswold	Introduction to Business		
4/5/16	SSC 212	Amira	PSYCH 1, PSYCH 37,	Kari Becker	Youth Mentorship
12:30pm		Wegenek	PSYCH 2		Opportunities
			Intro to Psych, Abnormal		
			Behavior, Research Methods		
			in Psych		
4/6/16	BGS 232	Warner	BUS 1	John Arabia	Climbing the Corporate
9:30 am		Griswold	Introduction to Business		Ladder
4/13/16	BGS 329	Kendralyn	PS11	Jolly Okot	Post-War Uganda: Her
2:00pm		Webber	International Political	Andruvile	personal story of being
			Economy		abducted by the LRA
4/15/16	BGS 119	Shane Geil	FASH 254	Derek Sabori	Eco Fashion Retail Lecture
9:00 am			Fashion in Southern		
			California		
5/5/16	BGS 119	Shane Geil	Fashion 254	Elli Rey	Fashion Production
9:00 am			Fashion in Southern		Lecture
			California		

IRVINE VALLEY COLLEGE

Presentation Date/Time Location Faculty Course Title/Activity Speaker Topic Member
--

Exhibit A

					Exhibit A
3/1/16 5:00 p.m.	BSTIC 118	Bennet Tchaikovsky	Accounting Society Club	Shannon Manzella from Rogers CPA	Discussing the CPA requirements and the methods to preparing for the exam
3/3/16 3:30 p.m.	BSTIC 117	John Russo	Business Leader Society Club	Thomas Lobos University of LaVerne	Business Development
3/3/16 3:30 p.m.	BSTIC 117	John Russo	Business Leader Society Club	Breanna Bremer UC Irvine Blackstone Launchpad	Entrepreneurship
3/9/16 2:00 p.m.	SSC230	Brad Conrad	Transfer Center event for students	Bill Thorp	Structural Engineering
3/9/16 2:00 p.m.	SSC 230	Brad Conrad	Transfer Center event for students	Rudy Zacher	Medical Engineering
3/9/16 2:00 p.m.	SSC 230	Brad Conrad	Transfer Center event for students	Jason Deutschman	CSU Long Beach Engineering
3/9/16 2:00 p.m.	SSC230	Brad Conrad	Transfer Center event for students	Robin Perry Jeffers	UC Irvine Engineering
3/15/16 5:00 p.m.	BSTIC 118	Bennet Tchaikovsky	Accounting Society Club	Evelyn Tham	Introduce the Accounting Society at CSU Fullerton to IVC Students
3/31/16 5:30 p.m.	BSTIC 119	Diana McCullough	COUN 4 Stress Management	Master Bing Luh	"Meditation in Movement" Tai Chi Chuan
4/5/16 5:00 p.m.	BSTIC 118	Bennet Tchaikovsky	Accounting Society Club	Mike Applegate	His experience and path to becoming CEO of Time Value
4/6/16 7:00 p.m.	BSTIC 119	Julie Martinez	COUN 102 Career Exploration and Life Planning	Emilio Perez	Careers in Law Enforcement
4/13/16 7:00 p.m.	BSTIC 119	Julie Martinez	COUN 102 Career Exploration and Life Planning	Chad Bowman	Careers in Counseling DSPS and Administration
4/20/16 2:00 p.m.	BSTIC 119	Diana McCullough	COUN 4 Stress Management	Professor Michelle Minkler	Horticultural Therapy
4/21/16 5:30 p.m.	BSTIC 119	Diana McCullough	COUN 4 Stress Management	Professor Michelle Minkler	Horticultural Therapy
4/26/16 7:00 p.m.	BSTIC 103	Kim Harkins	PHOT 1 History of Photo	John Upton	The Golden Decade: The California School of Fine Arts 1945-1955

Exhibit A

5/16/16	BSTIC 119	Diana	COUN 4	Dr. Rebbeca Zerbst	Diaphragmatic Breathing
2:00 p.m.		McCullough	Stress Management		and Yoga
5/17/16	BSTIC 119	Diana	COUN 4	Dr. Rebbeca Zerbst	Diaphragmatic Breathing
5:30 p.m.		McCullough	Stress Management		and Yoga

DATE: 3/28/16

7.2

ITEM:

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 February 29, 2016, total estimated Basic Aid receipts are \$620.4M and total approved projects are \$613.9M as shown in EXHIBIT A. The balance of \$6.5M is the reserve for unrealized tax collections and returned funds available for distribution.

It should be noted that some of the approved projects are for state funded project match. Although approved, these funds will not be needed until the projects are approved by the State for funding.

The total change of \$14,463,050 from the February, 2016 report includes the transfer of \$14,500,000 from uncommitted Basic Aid funds approved at the February, 2016 board meeting for current fiscal year SOCCCD Pension Rate Stabilization Program funding. Additionally, \$36,950 remaining balance for one project was returned to unallocated Basic Aid funds.

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

South Orange County Community College District Expenditure History for Approved Basic Aid Projects March 28, 2016

							Balance
	Approved	1999/2011	2011/12	2012/13	2013/14	2014/15	Remaining for
Project Description	Amount	Actual	Actual	Actual	Actual	Actual	2015/16
CLOSED PROJECTS							
SOCCCD Virtual Desktop (2014)	13,050				13,050		-
CLOSED PROJECTS TOTAL	207,737,690	189,362,416	7,620,206	1,110,185	8,515,658	1,101,287	27,939
CARITAL REQUECTS				•			·
CAPITAL PROJECTS ATER Dividing Demolition (2007)	12 700 000	4 542 200	704 404	400.005	4 744 047	0.744.440	C 040 47E
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	40.000.000	507.440	504.000	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	500.040	004.440	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)	2,490,000	1,323,367	(1,169,892)				347,345
IVC New Parking Lot (2013)	3,100,000						3,100,000
IVC Peforming Arts Center Waterproofing (2013)	470,000						470,000
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 - 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			2,701	7 0,00 1	210,001	500,000
SC Golf Driving Range Net Replacement (2005)	300,000	106,750	19,300	42,520			131,430
SC LRC Defects (2015)	750,000	100,700	10,000	42,020			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 Storm Drain Repairs (2013)	9,138,000	200,139	1,040,003	293,140	7,324,333	20,145,204	9,138,000
SC Ste Improvements (2008)	20,525,000	218,441		1,464	107,278	72,609	20,125,207
	· · · · · · · · · · · · · · · · · · ·	210,441	-	1,404	107,270	72,009	
SC PE 200 and 300 Interior Renovation (2014)	1,000,000					+	1,000,000
SC PE 400 and 500 Renovation (2014)	800,000			40.740	2.405	0.400	800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000	44740040	0.505.400	10,710	3,495	2,438	733,357
CAPITAL PROJECTS TOTAL	248,266,031	14,712,343	2,535,109	3,359,197	14,911,189	41,203,863	171,544,329
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
1				. 52	,	23,003	=00,0=1

South Orange County Community College District Expenditure History for Approved Basic Aid Projects March 28, 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			01,700	20,010	100,012	800,000
SC Athletics Stadium Renovation (2014)	725,000					2,841	722,159
SC PE Complex (2013)	500,000					2,011	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			0.10,100	0.10,007		1,500,000
SOCCD Automate Electronic Transcript Receiving (2015)	453,600					35,906	417,694
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600					00,000	115,600
SOCCD Awards Management System (2013)	500,000			303,641	154,230		42,129
SOCCCD Classroom Tech & Audio Visual SC	978,750			303,041	134,230		978,750
SOCCD 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			220 110	206 272	222.250	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					00.750	210,000
SOCCCD District-wide Automatic Email Archive (2015)	165,000				404.040	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	3,460,657	2,243,712	834,257
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
MySite Help System	20,000			420	5,946		13,635
Unified Communications System	50,000			14,400			35,600
IT Contingency	924,615			31,800	32,800		860,015
SOCCCD IT Basic Aid Projects (2013)	994,615		-	46,620	38,746	-	909,250
SOCCCD IT Projects SC/IVC/ATEP 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 Tutoring, SI, Office Hours, Appointments (2016)	201,000						201,000
SOCCCD Pension Rate Stabilization Program (2016)	14,500,000						14,500,000
SOCCCD Positive Attendance Hours (2016)	198,000						198,000
SOCCCD Refresh MDF and IDF SC	250,000						250,000
SOCCCD Server and Storage SC	200,000						200,000
SOCCCD Server and Storage Scheduled Maintenance (2016)	925,000					-	925,000
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
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

South Orange County Community College District Expenditure History for Approved Basic Aid Projects March 28, 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
SOCCCD System Testing and Stability (2016)		377,000						377,000
SOCCCD Tableau for Data Visualization (2016)		270,000						270,000
SOCCCD Unified Student ID Card (2016)		452,000						452,000
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		72,231,326	5,571,957	1,762,075	3,848,454	9,661,137	13,508,391	37,879,312
OTHER ALLOCATIONS	•							
SOCCCD Design/Build Specialty Consultant (2013)		525,000		13,300	91,725		66,635	353,340
SOCCD 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
SOCCD DSA Project Close Out (2013)		400,000			12,256	14,334	6,940	366,469
SOCCD Facilities Software System (2013)		1,129,000			309,248	65,550	37,326	716,876
SOCCD FPP, IPP, 5 Year Plans (2013)		210,000			,	3,040	- ,	206,960
SOCCD Insurance Deductibles (2014)		300,000				100,000	100,000	100,000
SOCCD Lease/Leaseback Consultant (2013)		425,000			8,531	9,265	,	407,204
SOCCD 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)	process,	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
SOCCD 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		613,904,000	254,217,711	15,040,767	27,810,106	37,475,247	56,987,361	222,372,809
Г	Commitments		390,693,234	(9,951,045)	70,406,108	54,193,413	45,306,580	63,255,710
C	Cumulative Com	mitments	390,693,234	380,742,189	451,148,297	505,341,710	550,648,290	613,904,000
R	Receipts		393,955,568	39,301,044	46,888,399	43,788,270	51,659,425	44,769,086
C	Cumulative Rece	eipts	393,955,568	433,256,612	480,145,011	523,933,281	575,592,706	620.361.792
C	Cumulative Expe	enses	254,217,711	269,258,477	297,068,583	334,543,830	391,531,191	613,904,000
	Jncommitted Ba		139,737,857	163,998,135	183,076,428	189,389,451	184,061,515	613,904,000 6,457,792
		Approved						Commitment
Change from February 2016 Report:		Amount						Change
SOCCCD Pension Rate Stabilization Program (2016)		14,500,000	I	Ī	Ī			14,500,000
SOCCD Virtual Desktop (2014)		(36,950)						(36,950)
Total Change from February 2016 Report		14,463,050						14,463,050

ITEM: 7.3 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Monthly Financial Status Report

ACTION: Information

BACKGROUND

Monthly General Fund financial reports (EXHIBIT A) are provided to the Board of Trustees to keep members regularly informed of current information and provide an alert to any significant changes in the projected year ending balance. These reports provide district-wide and college financial information.

STATUS

The reports display the adopted budget, revised budget and transactions through February 29, 2016 (EXHIBIT A). A review of current revenues and expenditures for FY 2015-2016 show they are in line with the budget.

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

General Fund Income and Expenditure Summary As of February 29, 2016

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	Ē		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	5,901,654	1.308,556	22.17%
State Sources	8600-8699	Ψ	40,668,609	45,551,880	36,431,561	79.98%
Local Sources	8800-8899		211,271,019	211,270,669	132,042,198	62.50%
Other Financing Sources	8900-8912		0	0	0	
Total Revenue		-	256,312,231	262,724,203	169,782,315	64.62%
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		\$_	311,302,191	317,714,163	224,772,275	70.75%
USES OF FUNDS						
EXPENDITURES:						
Academic Salaries	1000-1999	\$	76,447,234	78,485,006	51,658,178	65.82%
Other Staff Salaries	2000-2999		47,529,117	49,599,785	26,856,139	54.15%
Employee Benefits	3000-3999		42,775,271	43,573,862	26,335,112	60.44%
Supplies & Materials	4000-4999		6,043,484	6,401,489	1,975,198	30.86%
Services & Other Operating	5000-5999		40,832,036	40,850,760	13,469,221	32.97%
Capital Outlay	6000-6999		13,129,549	13,663,662	2,296,468	16.81%
Payments to Students	7500-7699	_	583,253	1,177,352	762,939	64.80%
Total Expenditures		\$	227,339,944	233,751,916	123,353,255	52.77%
OTHER FINANCING USES:						
Debt Service	7100-7199		0	0	0	
Inter Fund Transfers Out	7300-7399	\$	998,414	998,414	798,414	79.97%
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		0.00%
Total Other Uses			58,850,392	58,850,392	4,398,414	7.47%
TOTAL USES OF FUNDS		-	286,190,336	292,602,308	127,751,669	43.66%
ENDING FUND BALANCE		\$_	25,111,855	25,111,855	97,020,606	
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 Uncerta	ainties	-	3,000,000	3,000,000		
TOTAL RESERVES		\$_	25,111,855	25,111,855		

NOTE: As of February 29, 2015 actual revenues to date were 69.33% and actual expenditures to date were 45.22% of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary As of February 29, 2016

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 Restricted Budget Allocation Total Revenue		\$	98,289,735 21,297,930 119,587,665	98,289,735 24,021,298 122,311,033	62,793,342 15,720,559 78,513,901	63.89% 65.44% 64.19%
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		\$_	131,616,423	134,339,791	90,542,659	67.40%
USES OF FUNDS						
EXPENDITURES: Academic Salaries Other Staff Salaries Employee Benefits Supplies & Materials Services & Other Operating Capital Outlay Payments to Students Total Expenditures OTHER FINANCING SOURCES/(USES) Debt Service	7100-7199		24,659,956 24,467,354 4,213,074 17,715,943 8,752,815 313,744 129,066,423	49,583,024 25,143,358 24,933,162 4,399,168 18,038,651 9,036,395 656,033 131,789,791	31,764,252 13,483,870 13,619,954 1,175,853 6,084,250 1,359,859 462,486 67,950,524	64.06% 53.63% 54.63% 26.73% 33.73% 15.05% 70.50% 51.56%
Transfers Out	7300-7399	\$	550,000	550,000	250,000	45.45%
Other Transfers Total Other Uses	7400-7499	-	550,000	<u> </u>	250,000	45.45%
TOTAL USES OF FUNDS		-	129,616,423	132,339,791	68,200,524	51.53%
LOCATION OPERATING BALANCE		\$_	2,000,000	2,000,000	22,342,135	
RESERVES Reserve for Economic Uncertainties		\$	2,000,000	2,000,000		

NOTE: As of February 29, 2015 actual revenues to date were **63.52%** and actual expenditures to date were **53.61%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary As of February 29, 2016

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE	<u>.</u>		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	38,577,401	65.56%
Restricted Budget Allocation		_	12,513,815	16,136,290	10,121,661_	62.73%
Total Revenue			71,352,565	74,975,040	48,699,062	64.95%
INCOMING TRANSFERS	8980-8989		0	0	0	
TOTAL SOURCES OF FUNDS		-	76,156,572	79,779,047	53,503,069	67.06%
USES OF FUNDS						
EXPENDITURES:						
Academic Salaries	1000-1999		26,045,540	27,385,832	19,176,355	70.02%
Other Staff Salaries	2000-2999		15,116,386	16,703,652	8,804,093	52.71%
Employee Benefits	3000-3999		14,227,862	14,552,509	8,597,605	59.08%
Supplies & Materials	4000-4999		1,711,118	1,883,029	759,176	40.32%
Services & Other Operating	5000-5999		13,458,308	13,136,640	3,694,293	28.12%
Capital Outlay	6000-6999		4,129,435	4,397,652	842,719	19.16%
Payments to Students	7500-7699	_	269,509	521,319	300,453	57.63%
Total Expenditures			74,958,158	78,580,633	42,174,694	53.67%
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		-	75,156,572	78,779,047	42,373,108	53.79%
LOCATION OPERATING BALANCE			1,000,000	1,000,000	11,129,961	
RESERVES						
Reserve for Economic Uncertainties		=	1,000,000	1,000,000		

NOTE: As of February 29, 2015 actual revenues to date were **67.76%** and actual expenditures to date were **57.21%** of the revised budget to date.

ITEM: 7.4 DATE: 3/28/16

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 period ending February 29, 2016, (EXHIBIT A). The portfolio was comprised of 51.7% Fixed Funds (Bonds) and 48.3% Common Stocks (Domestic and International). The portfolio's performance decreased 0.61%, ending with a fair market value of \$87,194,244, and an annualized return of 4.51% which is consistent with the market.

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

March 7, 2016

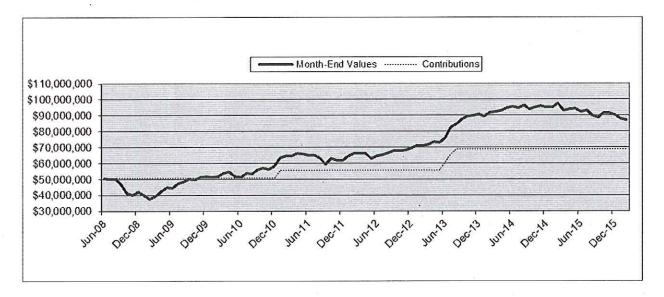
South Orange County Community College District 28000 Marguerite Parkway Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

With a fair market value on February 29th of \$87,194,243.82 your portfolio's performance was down -0.61% for the month and up 4.51% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (48.3%) and fixed income funds (51.7%). 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.

Performance	February 2016	Year-To-Date	Annualized Since Inception
South Orange CCCD	-0.61%	-3.38%	4.51% annualized return
S&P 500	-0.13%	-5.08%	7.86% (Domestic Stocks)
MSCI EAFE	-1.83%	-8.93%	-0.24% (International stocks)
Barclays Aggregate	0.71%	2.10%	4.56% (Domestic Bonds)
Barclays Global	2.23%	3.12%	2.74% (Global Bonds)



Very truly yours,

Scott W. Rankin Senior Vice President

						Month-End
Month - Year	Co	ontributions	Co	ontribution Balance	lny	vestment 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
January-16	\$	-	\$	64,799,724	\$	87,729,554
February-16	\$	-	\$	64,799,724	\$	87,194,244
	\$	64,799,724				

ITEM: 7.5 DATE: 3/28/16

TO: Board of Trustees

FROM: Gary L. Poertner, Chancellor

RE: SOCCCD: Quarterly Investment Report

ACTION: Information

BACKGROUND

Senate Bill Number 564 added Government Code Section 53646 requiring the local agencies in California, including educational institutions, to render a statement of investment policy to their local governing Board on an annual basis. In addition, a quarterly report in compliance with the investment policy is to be rendered to the governing Board with respect to the agency's investments. The Board approved the District's investment policy on September 16, 1996, and since then, quarterly reports have been rendered for the Board's information.

STATUS

As of the quarter ending on December 31, 2015, our cash balances were \$292,457,152.69 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 0.58% compared to prior quarter of 0.55%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$26,108,187.08, and the LAIF investment pool is yielding an average of 0.37% compared to prior quarter of 0.32%.

Both pools are highly liquid, with overnight wire transfers available upon request.

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

DATE: 3/28/16

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.

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

FACILITIES PLAN STATUS REPORT March 28, 2016

Note: This month there are many more italicized portions than usual. The report has been revamped to: add project descriptions at the Board of Trustee's request, align the schedule report with the state chancellor's office schedule report for ease in following project progress, and modify the funding charts to demonstrate budget evolution, state versus local match and tracking for basic aid allocation.

CAPITAL IMPROVEMENT PLANNING

The decision to design and construct capital improvement projects begins with the Education and Facilities Master Planning (EFMP) process. The last EFMP cycle was complete December 2011 and that report includes an evaluation of education needs that measured planning for facilities to meet current and future needs. The 2011 EFMP report is available at the district website: http://www.socced.edu/about/about_planning.html. The next EFMP process is scheduled for FY 2016-2017.

SADDLEBACK COLLEGE

1. SCIENCES BUILDING

Project Description: This project is a new three story building of 51,197 assignable square feet (ASF), 81,980 gross square feet (GSF) dedicated to the Sciences programs. The Biology, Chemistry, Marine Science, Geology, Physics and Astronomy programs will all be relocated from the existing Math Science Building. The space vacated within the existing Math Sciences Building will remain inactive until funds are available for a separate capital outlay project that will reconstruct the space into additional mathematics and general instructional classroom space. The new Sciences Building, located adjacent to the Student Services Center, will consist of primarily lab classroom and support space with some lecture classroom space and offices.

Start Preliminary Plans	April 2011	Award Construction Contract	Nov 2013
Start Working Drawings	March 2012	Complete Construction	June 2016
Complete Working Drwngs	Jan 2013	Advertise for FF&E	Nov 2015
DSA Final Approval	June 2013	DSA Close Out	Pending

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.

Project Budget: District Funding Commitment: Anticipated State Match:	Original	Revision	Total
	\$52,234,000	\$ 8,308,000	\$67,358,000
	\$15,670,000	\$51,688,000	\$67,358,000
	\$36,564,000	(\$36,564,000)	\$-
Basic Aid Allocation:	\$3,867,000	\$63,491,000	\$67,358,000

<u>Status:</u> Construction Phase, 94% Complete: Electrical and interior finishes, Site concrete and paving are nearing completion.

<u>In Progress</u>: FF&E furniture bids have been received and *purchase orders have been issued*. Minor plaster at exterior, interior wall framing, drywall, and painting all three floors is *completed*. Interior cabinets and finishes are underway at all three floors. College directed AV changes and access controls.

<u>Recently Completed</u>: Sacking patching and sealing of all concrete walls, benches and ADA ramps and installation of security cameras and programming.

<u>Focus</u>: AV installation, *electronic access control and security cameras*. Beginning the close out process with final M&O manuals submittals. Landscaping and irrigation, and the commissioning process. *Continuing* the punch list process.

2. SITE IMPROVEMENTS

Project Description: This project includes the southeast campus perimeter and central quad area including associated drainage control and landscaping renovations. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field. The existing practice fields and thrower's park will be converted to a new parking lot connecting existing lots 4A and 5A. Also included is a new site wall and repair to the campus storm water outfall on County of Orange property.

Start Preliminary Plans	<i>March</i> 2014	Award Design/Build Contract	May 2016
Start Working Drawings	June 2016	Complete Construction	April 2019
Complete Working Drwngs	Jan 2017	Advertise for FF&E	N/A
DSA Final Approval	June 2017	DSA Close Out	Pending

<u>Budget Narrative</u>: 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.

Project Budget:	Original	Revision	Total
	\$13,580,000	\$7,945,000	\$21,525,000
District Funding Commitment:	\$13,580,000	\$7,9450,000	\$21,525,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$13,580,000	\$7,945,000	\$21,525,000

<u>Status</u>: Bid and Award Phase: Request for Proposal (RFP) released to the three (3) shortlisted Design-Build Teams.

In Progress: Development of proposal phase Addenda.

Recently Completed: Issuance of Request for Proposals (RFP) for Design-Build Entities.

<u>Focus</u>: Review of final project scope in relation to approved project budget and *review of* execution timeframe. *In light of known budget overage, evaluate process for upcoming interviews with the three proposing teams.*

3. TECHNOLOGY AND APPLIED SCIENCE (TAS) RENOVATION PROJECT

Project Description: This project is a renovated two story building of 29,425 assignable square feet (ASF), 36,601 gross square feet (GSF). The Technology & Applied Sciences building was completed in 1991 and as early as 1992 there were reports of slab distress. This project will consists of replacing the first floor slab with a structural mat slab, upgrade the mechanical, electrical systems, replacing the exterior plaster and reinstallation of mission roof tiles. The project will also include renovations to existing instruction and support space throughout the building for Architecture, Drafting, Environmental Studies, Electronics, Automotive, and graphic Arts programs.

Start Preliminary Plans	July 2005	Award Construction Contract	August 2016
Start Working Drawings	Sept 2011	Complete Construction	March 2018
Complete Working Drwngs	Dec 2013	Advertise for FF&E	Oct 2017
DSA Final Approval	Dec 2014	DSA Close Out	Pending

<u>Budget Narrative</u>: 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.

Project Budget:	<i>Original</i> \$8,755,055	Revision \$8,679,945	Total \$17,435,000
District Funding Commitment: Anticipated State Match:	\$8,755,055 \$0	\$8,679,94 \$0	\$17,435,000 \$0
Basic Aid Allocation:	\$1,956,000	\$15,479,000	\$17,435,000

<u>Status</u>: Bid and Award Phase (On Hold): Constructability review *ongoing with architect and District*.

<u>In Progress</u>: Coordination efforts between geotechnical consultant and architect. Development of Request for Qualifications (RFQ) for construction services.

Recently Completed: Structural design modification for foundation and mat slab.

<u>Focus Issue</u>: Construction costs are under review and in alignment with CIC/BAARC annual process. Reviewing adequacy of the IT design which was included in the design prior to management change in the college IT department.

4. TECHNOLOGY AND APPLIED SCIENCE (TAS) SWING SPACE PROJECT

Project Description: This project modifies classrooms in the village and adds a new one story building of 10,173 assignable square foot (ASF), 12,000 gross square footage (GSF) transportation/maintenance building in lot 1 for interim use by the automotive department. The project creates temporary housing for the Architecture, Drafting, Environmental Studies, Electronics, Automotive, and graphic Arts programs during the renovation of the TAS building. The new transportation/ maintenance building will be used by the maintenance department when the TAS Renovation project is complete.

Start Preliminary Plans	May 2012	Award Construction Contract	Feb 2015
Start Working Drawings	Aug 2012	Complete Construction	Mar 2016
Complete Working Drwngs	July 2014	Advertise for FF&E	Sept 2015
DSA Final Approval	Dec 2014	DSA Close Out	Pending

<u>Budget Narrative</u>: 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.

	Original	Revision	Total
Project Budget:	\$5,807,000	\$4,443,000	\$10,250,000

District Funding Commitment:	\$5,807,000	\$4,443,000	\$10,250,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$5,807,000	\$4,443,000	\$10,250,000

Status: Construction Phase: Project substantially complete.

<u>In Progress</u>: *Occupied*

Recently Completed: Punch list complete.

<u>Focus</u>: Installation of safety shunt trip during spring break. Exhaust fan issues reviewed at site meeting on 3/10/2016. Potential costs to address the exhaust system to evacuate car exhaust.

5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

<u>Project Description:</u> This project addresses the Fine Arts complex and will replace existing HVAC units and controls with new energy efficient systems, and result in associated interior improvement, a Performing Arts lobby expansion and a new canopy at the exterior patio.

Start Preliminary Plans	July 2012	Award Construction Contract	Jan 2016
Start Working Drawings	Jan 2014	Complete Construction	Aug 2016
Complete Working Drwngs	Nov 2014	Advertise for FF&E	May 2016
DSA Final Approval	Sept 2015	DSA Close Out	Pending

<u>Budget Narrative</u>: 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.

Project Budget:	Original	Revision	Total
	\$1,000,000	\$6,7000,000	\$7,700,000
District Funding Commitment:	\$1,000,000	\$6,700,000	\$7,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$1,000,000	\$6,700,000	\$7,700,000

Status: Pre-Construction

In Progress: Equipment procurement and site investigations underway.

Recently Completed: Air handler units approved and ordered.

<u>Focus</u>: Construction costs are under review and in alignment with CIC/BAARC annual process.

6. ATHLETICS STADIUM PROJECT

<u>Project Description:</u> The Project includes replace of the existing stadium with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and 9-lane running tract. The stadium will remain is its current location.

Start Preliminary Plans	Jan 2015	Award Design/Build Contract	May 2016
Start Working Drawings	June 2016	Complete Construction	Sept 2018
Complete Working Drwngs	Jan 2017	Advertise for FF&E	June 2018
DSA Final Approval	June 2017	DSA Close Out	Pending

<u>Budget Narrative</u>: 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. *The college accepted responsibility for budget overage of \$17,500,000*.

Project Budget:	Original	Revision	Total
	\$18,000,000	\$17,500,000	\$35,500,000
District Funding Commitment:	\$18,000,000	\$0	\$18,000,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Anticipated College Match:	\$0	\$17,500,000	\$17,500,000
Basic Aid Allocation: Unallocated Amount:	\$18,000,000	\$0	\$18,000,000 \$17,500,000

<u>Status</u>: Bid and Award Phase: Request for Proposal (RFP) released to three (3) shortlisted Design-Build Teams.

In Progress: Development of proposal phase addenda.

Recently Completed: Issuance of Request for Proposals (RFP) for Design-Build Entities.

<u>Focus</u>: Review of final project scope in relation to approved project budget and *review of* execution timeframe. *In light of known budget overage, evaluate process for upcoming interviews with the three proposing teams.*

7. GATEWAY PROJECT

<u>Project Description</u>: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This building, located west of the existing Health/Sciences building, will collocate and expand student services currently dispersed at opposite ends of the campus. In addition, this project will reduce/remove the need for portable buildings and set the stage for the Student Services building renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drwngs	Pending	Advertise for FF&E	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board action on 6/17/2013 and 6/23/2014. *The District revised the funding commitment from 30 to 50 percent of state supportable costs to increase project competitiveness for state funding.*

Project Budget:	<u>Original</u>	<u>Revision</u>	<u>Total</u>
	\$42,867,000	\$1,612,000	\$44,479,000
District Funding Commitment:	\$12,814,000	\$9,425,500	\$22,239,500
Anticipated State Match:	\$30,053,000	-\$7,813,500	\$22,239,500
Basic Aid Allocation: Unallocated Amount:	\$1,545,115	\$(655,115)	\$890,000 \$43,589,000

<u>Status</u>: The ballot measure for a 2016 state general obligation bond has been certified for the November 2016 election ballot and voters will have an opportunity to approve a \$9 billion state school bond with \$2 billion allocated to community colleges.

<u>In Progress</u>: *District and college staff are meeting with a planning consultant to ensure this year's state submittal is as competitive as possible.*

Recently Completed: *Kick off meeting for this year's state submittal*.

<u>Focus</u>: Projects statewide compete for funding using an objective, established point allocation system. The Gateway project has been evaluated for state funding since 2008 with no money assigned due to lack of funding. Current enrollments have resulted in reduced points and the project is less competitive than required to successfully compete for funding in the first round of distribution. Two additional rounds are projected to follow in two successive years.

IRVINE VALLEY COLLEGE

1. PERFORMING ARTS CENTER AND PARKING LOT 5 EXTENSION

<u>Project Description:</u> This project provided a new two story building of 31,275 assignable square feet (ASF), 58,625 gross square feet (GSF) dedicated to Performing Arts. It includes a performing arts auditorium with stage, a black box theater, faculty offices, classroom lab space and various support areas for Fine and Applied Arts. The project was complete and occupied in early 2007 using a multiple prime contract delivery method.

Start Preliminary Plans	Dec 2003	Award Construction Contract	Jan 2006
Start Working Drawings	April 2004	Complete Construction	June 2007
Complete Working Drwngs	Dec 2004	Advertise for FF&E	Jan 2007
DSA Final Approval	Aug 2005	DSA Close Out	Pending

<u>Budget Narrative</u>: 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 FY 2003-2004 and FY 2007-2008.

Project Budget:	Original	Revision	Total
	\$16,304,000	\$17,309,000	\$33,613,000
District Funding Commitment:	\$16,304,000	\$ 2,837,000	\$19,141,000
Anticipated State Match:	\$14,472,000	\$0	\$14,472,000
Basic Aid Allocation:	\$1,832,000	\$17,309,000	\$19,141,000

<u>Status:</u> Close Out: The final Notice of Completion was filed on September 24, 2007. DSA advises close out via alternate engineer assistance.

<u>In Progress</u>: Six change orders remain in "Pending" status and must be closed to arrive at DSA close out. Architect's proposal to complete close-out under review.

Recently Completed: Re-open project with DSA to address certification.

<u>Focus</u>: Change order close-out. DSA Close-Out Consultant is engaged to work with the DSA to complete this effort.

2. LIFE SCIENCES PROJECT

<u>Project Description:</u> This project is a new two story building of 19,584 assignable square feet (ASF) and 30,267 gross square feet (GSF). The Life Science programs were relocated from the A-400 building. The vacated building was demolished to make way for a new facility that will house Liberal Arts programs. The Life Sciences building, located on the south east portion of the Sciences Quad, consist primarily of lab classrooms and support space with some lecture classroom space and offices.

Start Preliminary Plans	Nov 2008	Award Construction Contract	April 2011
Start Working Drawings	April 2010	Complete Construction	<i>March 2014</i>
Complete Working Drwngs	June 2010	Advertise for FF&E	Sept 2013
DSA Final Approval	Dec 2010	DSA Close Out	May 2014

<u>Budget Narrative</u>: 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 with all overage returned to basic aid upon reimbursement.

Project Budget:	Original	Revision	Total
	\$24,861,000	-\$4,371,000	\$20,490,000
District Funding Commitment:	\$ 7,468,000	-\$ 546,000	\$ 6,922,000
Anticipated State Match:	\$17,393,000	-\$3,825,000	\$13,568,000
Basic Aid Allocation:	\$ 1,113,000	\$5,809,000	\$ 6,922,000

<u>Status:</u> Warranty: Final "first year discovery" items to be completed by end of the fiscal year.

<u>In Progress</u>: Development of bid documents for scope of work.

Recently Completed: Drawings received from architect for "first year discovery" items.

<u>Focus</u>: Completion of "first year discovery" items. Final closeout of project budget.

3. BARRANCA ENTRANCE

<u>Project Description:</u> This project creates a new signalized entrance with vehicular, bicycle and pedestrian access including landscaping and leading to the college perimeter road from Barranca Parkway.

Start Preliminary Plans	Feb 2010	Award Construction Contract	May 2016
Start Working Drawings	March 2011	Complete Construction	Jan 2017
Complete Working Drwngs	March 2011	Advertise for FF&E	N/A
DSA Final Approval	Dec 2012	DSA Close Out	Pending

<u>Budget Narrative</u>: 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.

Project Budget:	Original \$2,850,000	Revision \$0	Total \$2,850,000
District Funding Commitment: Anticipated State Match:	\$2,850,000 \$0	\$0 \$0	\$2,850,000 \$0
Basic Aid Allocation:	\$2,850,000	\$0	\$2,850,000

<u>Status</u>: Construction Documents: Construction documents have been approved by Division of the State Architect (DSA) and the City of Irvine. Bid documents are being prepared and scheduled to be advertised March 1, 2016.

<u>In Progress</u>: Preparation of bid documents. Solicitation for project on-site construction management consultant.

<u>Recently Completed</u>: Finalization of Easement agreement with City of Irvine.

<u>Focus:</u> Solicit Testing and Inspection services from pools in tandem with project bid. *Finalize bid documents for contractor procurement.*

4. LIBERAL ARTS BUILDING PROJECT

Project Description: This project is a new two story building of 16,896 assignable square feet (ASF) and 27,787 gross square feet (GSF). The Social & Behavioral Science, Humanities & Languages, and Co-Curricular programs will be relocated from various campus locations. The Liberal Arts building, located at the northwest portion of the "A" quad, consist primarily of classrooms, a few labs and offices and gathering spaces at first and second floor lobby.

Start Preliminary Plans	05/01/2012	Award Construction Contract	07/15/2014
Start Working Drawings	01/22/2013	Complete Construction	06/30/2016
Complete Working Drwngs	12/09/2013	Advertise for FF&E	02/26/2016
DSA Final Approval	06/17/2014	DSA Close Out	08/31/2016

<u>Budget Narrative</u>: 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.

Project Budget:	Original	Revision	Total
	\$3,004,951	\$10,008,949	\$13,013,000
District Funding Commitment:	\$3,004,951	\$10,008,949	\$13,013,000
Anticipated State Match:	\$0	\$0	\$0

Basic Aid Allocation:	\$1,000,000	\$12,013,000	\$13,013,000

<u>Status</u>: Construction Phase: 80% complete. Necessary actions complete to move past exterior finish delay. Progressing with full complement of subcontractors for work at hand.

<u>In Progress</u>: Installation of mechanical, electrical, plumbing rough-in above ceiling Exterior site work underway. Furniture, fixture and equipment buyout proceeding.

<u>Recently Completed</u>: Testing of windows and exterior building envelope, *installation of* plaster *and drywall*. On site pre bid meeting with furniture vendors.

<u>Focus</u>: Project delay results in a need to assess responsible parties. Contractor is currently working with their insurance company and is involved in discussion with their subcontractors. Furniture, fixture and equipment procurement.

Project Start: December 2012	Scheduled Finish: May 2015
Projected Finish: June 2016	DSA Close Out: Pending

5. FINE ARTS PROJECT

<u>Project Description:</u> The proposed project will construct a new complex of three buildings totaling 40,155 assignable square feet (ASF), 57,560 gross square feet (GSF) and will consolidate and expand space for the Fine Arts department. Art, Art History, Music and Dance instruction will be relocated from laboratories currently housed across a number of different buildings on campus. The Fine Arts building, located south west of the existing Performing Arts Center, will include an assembly space, labs and classrooms with some offices. Following occupancy space will be vacated within the B-100, B-300 and A-300 buildings setting the stage for future renovation.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

<u>Budget Narrative</u>: Budget reflects Board action on 6/23/2014. The district revised the funding commitment from 30 to 50 percent of State supportable costs to increase project competitiveness for state funding.

Project Budget:	<u>Original</u>	<u>Revision</u>	<u>Total</u>
	\$35,703,000	\$2,053,000	\$37,756,000
District Funding Commitment:	\$10,562,000	\$8,316,000	\$18,878,000
Anticipated State Match:	\$25,141,000	-\$6,263,000	\$18,787,000

Basic Aid Allocation:	\$795,000	-	\$795,000
Unallocated Amount:			\$36,961,000

<u>Status</u>: The ballot measure for a 2016 state general obligation bond has been certified for the November 2016 election ballot and voters will have an opportunity to approve a \$9 billion state school bond with \$2 billion allocated to community colleges.

<u>In Progress</u>: District and college staff are meeting with a planning consultant to ensure this year's state submittal is as competitive as possible.

Recently Completed: Kick off meeting for this year's state submittal and evaluation of enrollment projections.

<u>Focus</u>: Projects statewide compete for funding using an objective, established point allocation system. The Fine Arts project has been evaluated for state funding since 2006 with no money assigned due to lack of funding. Current enrollments have resulted in reduced points and the project is less competitive than required to successfully compete for funding in the first round of distribution. Two additional rounds are projected to follow in two successive years.

6. PARKING LOT PHASE IA PROJECT AND SOLAR SHADE STRUCTURES

<u>Project Description:</u> This project includes development of a 135,000 square feet of lighted parking lot creating 400 additional parking spaces. The project proposes to include photovoltaic panels supported on parking canopies designed to generate up to one megawatt of solar power. The Photovoltaic System is to be integrated with the campus electrical system and interconnected with the local utility grid.

Start Preliminary Plans	Jan 2017	Award Construction Contract	Aug 2017
Start Working Drawings	Mar 2017	Complete Construction	Mar 2018
Complete Working Drwngs	Apr 2017	Advertise for FF&E	Oct 2017
DSA Final Approval	Jul 2017	DSA Close Out	Jul 2018

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.

Project Budget:	Original	Revision	Total
	\$3,010,000	\$90,000	\$3,100,000
District Funding Commitment:	\$3,010,000	\$90,000	\$3,100,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$90,000	\$3,100,000

<u>Status</u>: Programming and Planning phase: 80% Complete with scope recommendation under consideration and in the CIC/BAARC process.

<u>In Progress</u>: An RFP for Geotechnical services is underway. Proposals have been received and are being evaluated. An RFQ&P for Criteria Architect services is underway.

Recently Completed: Determination by college to include solar shade structure with parking lot scope.

<u>Focus</u>: Receipt and evaluation of submissions from prospective Criteria Architects. Determine scope related to CIC/ BAARC funding decision.

7. HEALTH CENTER/CONCESSIONS PROJECT

Project Description: This project is a new one story building of an estimated 2,553 assignable square feet (ASF), 3,730 gross square feet (GSF) dedicated to Health Center services, Sports Medicine, sports concession and toilet facilities. The Health Center will move from the existing Student Services building which will free space for renovation to meet the increased counseling requirements. The new Heath Center/Concession building, located adjacent to athletics fields will consist of student support services, offices, restrooms and concessions. Additionally, bleacher seating for 300 seats will be constructed at the baseball field.

Start Preliminary Plans	Pending	Award Construction Contract	Pending
Start Working Drawings	Pending	Complete Construction	Pending
Complete Working Drawings	Pending	Advertise for Equipment	Pending
DSA Final Approval	Pending	DSA Close Out	Pending

Budget Narrative: Budget reflects Board action on 6/22/2015.

Project Budget:	Original	Revision	Total
	\$5,200,000	\$0	\$5,200,000
District Funding Commitment:	\$5,200,000	\$0	\$5,200,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$400,000	\$0	\$400,000
Unallocated Amount:	\$4,800000	\$0	\$4,800,000

Status: *Programming and Planning phase*: 80% Complete.

<u>In Progress</u>: *Project estimate provided to CIC/BAARC for annual process.*

<u>Recently Completed:</u> Programming Report and statement of probable cost have been received.

Focus: Proceed to Design Phase pending approval of funding through CIC/BAARC process.

ATEP

1. ATEP DEMOLITION

<u>Project Description</u>: This project is for demolition of the facilities and infrastructure of the former Tustin Marine Corps Air Station is required to facilitate the development of the ATEP site. This project was undertaken in a number of phases, six are complete, with one additional required after the land exchange between the County and SOCCCD is complete. The schedule below reflects the most recently completed phase.

Start Preliminary Plans	Jul 2013	Award Construction Contract	Nov 2014
Start Working Drawings	Jul 2013	Complete Construction	Jul 2015
Complete Working Drawings	Apr 2014	Advertise for Equipment	N/A
DSA Final Approval	N/A	DSA Close Out	N/A

Budget Narrative: Budget reflects Board action on 4/22/2004 and 6/17/2013.

Project Budget:	Original	Revision	Total
	\$7,000,000	\$6,7000,000	\$13,700,000
District Funding Commitment:	\$7,000,000	\$6,700,000	\$13,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$7,000,000	\$6,700,000	\$13,700,000

<u>Status</u>: Between demolition phases: Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

<u>In Progress</u>: County land exchange negotiations.

Recently Completed: *Phase Six* Demolition Project is complete and the Notice of Completion was approved by the Board of Trustees on September 28, 2015.

<u>Focus</u>: Adhere to various regulatory requirements specific to maintenance of the ATEP site. *Complete County land exchange*.

2. ATEP - IVC FIRST BUILDING

<u>Project Description:</u> This project is a new two-story 20,249 assignable square feet (ASF), 30,000 gross square feet (GSF) building dedicated to technical and applied sciences and

economic development. The automation (HAAS), subtractive and additive 3-D sculpting labs, design model prototyping, electronics, photonics, electrical, engineering computer labs, alternative robotics classes, and the testing center will be located from the existing ATEP classrooms and from the IVC campus with some spaces representing expansion. The space vacated at the ATEP campus will terminate the temporary lease with the City of Tustin. The space vacated at the IVC campus at the A300 and B300 building will become available to meet additional curriculum needs. The new ATEP IVC First Building, located in the north east portion of the ATEP campus, will consist of primarily lab classrooms and support spaces, with some lecture classroom space, offices and student support services. The project includes 50kV of solar electric power and will be a LEED Gold Equivalent building.

Start Preliminary Plans	Oct 2014	Award Construction Contract	June 2015
Start Working Drawings	July 2015	Complete Construction	Dec 2017
Complete Working Drwngs	March 2016	Advertise for FF&E	Aug 2017
DSA Final Approval	Sept 2016	DSA Close Out	Pending

<u>Budget Narrative</u>: 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.

Project Budget:	Original	Revision	Total
	\$22,850,000	\$3,250,000	\$26,1000,000
District Funding Commitment:	\$22,850,000	\$3.250.000	\$26,100,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$21,450,000	\$3,250,000	\$24,700,000
Unallocated Amount:	\$ 1.400.000	\$0	\$1,400,000

<u>Status</u>: Construction Documents: 100% Construction Document complete. Review of construction document design comments.

In Progress: Sign offs of 50% Construction documents by project team.

<u>Recently Completed:</u> Review of 50% Construction drawings by stakeholders. Submission of project documents to DSA for review.

<u>Focus</u>: Review cost impacts related to geotechnical investigation modifying design needs after receipt of Design-Build Request for Proposals (RFP) and College requested increase in size of lobby collaborative space by 2,000 square feet.

3. ATEP – UTILITIES AND INFRASTRUCTURE

<u>Project Description:</u> This project is a utilities and infrastructure project required to support construction of the IVC First Building as well as support future development. Utility and infrastructure construction will be phased with phase 1 including the site utility infrastructure, utility laterals to offsite points of connection and development of vehicular, bicycle and pedestrian circulation. This phase 1 utility and infrastructure project will address improvements at the north east and a small central portion of the ATEP campus.

Start Preliminary Plans	Oct 2015	Award Construction Contract	Sep 2016
Start Working Drawings	Nov 2015	Complete Construction	Nov 2017
Complete Working Drawings	Mar 2016	Advertise for FF&E	N/A
DSA Final Approval	Jul 2016	DSA Close Out	Jan 2018

Budget Narrative: Budget reflects Board action on 6/22/2015.

Project Budget:	Original \$7,000,000	Revision \$0	Total \$7,000,000
District Funding Commitment: Anticipated State Match:	\$7,000,000 \$0	\$0 \$0	\$7,000,000 \$0
Basic Aid Allocation:	\$7,000,000	<i>\$0</i>	\$7,000,000

Status: DSA Review: Submitted to DSA on March 3, 2016.

<u>In Progress</u>: DSA review and development of bid documents. City of Tustin has completed Bell Avenue design documents allowing for review and revision of the Sub-Area Master Plan for the utilities infrastructure planning with Irvine Ranch Water District.

Recently Completed: DSA submittal.

<u>Focus</u>: Coordinate site work with IVC First Building at ATEP, coordinate with the City of Tustin on Bell Avenue and coordinate with the County during Animal Care Center design.

DISTRICT WIDE

1. 20 YEAR FACILITIES, RENOVATION AND SCHEDULED MAINTENANCE FACILITIES SYSTEM

Project Description: This project is a districtwide facilities condition assessment including building and site assessments and associated cost models for repair costs and a prioritized list of projects. Building assessments were completed in advance of site assessment. Building assessment includes a system level review of all buildings located at the Saddleback and Irvine Valley colleges. Systems include mechanical, electrical, plumbing, elevators, building envelope, and finishes including a detailed analysis of mechanical

components. Site assessment includes pavement, fencing and walls, signage, stadiums and playing fields, trees, landscaping, water supply, sanitary sewer system, storm water system, heating and cooling distribution systems, fuel and electrical distribution, communication distribution systems and site lighting.

Kick Off	Jul 2015	Start Report Development	Oct 2015
Start Research/Analysis	Aug 2015	Complete Report Development	Apr 2016
Complete Research/Analysis	Feb 2016	Final Report	May 2016

Budget Narrative: Budget reflects Board action on 6/25/2012, 6/17/2013 and 6/23/2014.

Project Budget:	<i>Original</i>	Revision	Total
	\$732,744	\$396,256	\$1,129,000
District Funding Commitment:	\$732,744	\$396,256	\$1,129,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$732,744	\$396,256	\$1,129,000

<u>Status</u>: *Building Assessments and associated report are complete. Site assessments surveys are complete.*

<u>In Progress</u>: Data analysis and preparation of site assessment reports are in progress.

<u>Recently Completed:</u> Storm sewer assessments including video taping of the interior condition of piping has been completed.

<u>Focus</u>: *Analysis of assessment data and preparation of draft reports.*

2. PARKING STUDY

<u>Project Description:</u> This projects analyzes parking issues at both colleges with the outcome resulting in a parking plan for Saddleback College and Irvine Valley College. The analysis from both colleges, will be used to create a Parking Plan at the ATEP site. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	Dec 2015	Start Report Development	Mar 2016
Start Research/Analysis	Jan 2016	Complete Report Development	Apr 2016
Complete Research/Analysis	Mar 2016	Final Report	May 2016

Budget Narrative: Budget reflects Board action on 6/22/2015.

Project Budget:	Original	Revision	Total
	\$200,000	\$0	\$200,000
District Funding Commitment:	\$200,000	<i>\$0</i>	\$200,000

Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$0	\$200,000

<u>Status</u>: Research and Analysis Phase: Collecting enrollment data and analyzing parking availability on the campuses.

<u>In Progress</u>: Evaluation of the traffic flow patterns on both campuses to assess impact on the parking access.

Recently Completed: Collected parking data from both campuses and ATEP.

<u>Focus</u>: To assess current parking issues district-wide and establish standards.

3. SUSTAINABILITY STUDY

<u>Project Description:</u> This project develops a Sustainability/Energy Plan to support the colleges' plans for future sustainability/energy projects and to assist with the development of the ATEP site. Additionally, the study will advise the campuses on best practices, help take advantage of programs such as, Savings by Design, and recommend procurement methods for various sustainability projects. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	Pending	Start Report Development	Pending
Start Research/Analysis	Pending	Complete Report Development	Pending
Complete Research/Analysis	Pending	Final Report	Pending

Budget Narrative: Budget reflects Board action on 6/22/2015.

Project Budget:	Original	Revision	Total
	\$200,000	\$0	\$200,000
District Funding Commitment:	\$200,000	\$0	\$200,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$200,000	\$0	\$200,000

Status: Project Kick off TBD.

In Progress: N/A

Recently Completed: N/A

<u>Focus</u>: To create sustainability standards district wide.

4. ADA TRANSITION PLAN

Project Description: This project includes site accessibility compliance audits to provide the basis for identification, prioritizing, budgeting and implementation of plans to assist the District in developing Americans with Disabilities Act (ADA) Transition Plans. The project includes assessment of barriers to access, summary of costs for remediation, implementation schedules with prioritization and standard drawings for remediation methods. This information anticipates the upcoming Education and Facilities Master Plan process.

Kick Off	Mar 2016	Start Report Development	May 2016
Start Research/Analysis	Mar 2016	Complete Report Development	Sep 2016
Complete Research/Analysis	Jul 2016	Final Report	Oct 2016

Budget Narrative: Budget reflects Board action on 6/22/2015.

Project Budget:	Original	Revision	Total
	\$400,000	\$	\$400,000
District Funding Commitment:	\$400,000	\$	\$400,000
Anticipated State Match:	\$	\$	\$
Basic Aid Allocation:	\$400,000	\$	\$400,000

Status: Agreement with ADA Consultant has been awarded and site surveys are underway.

In Progress: Site surveys and barrier assessments.

Recently Completed: Approval and execution of agreement has been completed.

<u>Focus</u>: Completion of site surveys and barrier assessments at Irvine Valley College, Saddleback College and ATEP.

Project updates for active projects may be viewed at: http://www.socced.edu/businessservices/ProjectUpdates.html.

Notes

- Schedule Table: Bold dates in the schedule table indicate actuals. Items that are not bold indicate anticipated dates.
- Budget Table:

- When state matches are identified, the project budgets reflect the allocated state match as reported in FUSION for the latest planning year. (FUSION is the State Chancellor's Office database for Capital Outlay.)
- The "Revisions" column for the State Match category includes changes due to escalation and changes that may have occurred to the state's percentage (i.e. going from an 80% match down to a 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.
- o 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.



IRVINE VALLEY COLLEGE

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TO: Gary L. Poertner, Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President

DATE: March 17, 2016

SUBJECT: President's Report for the March 28, 2016 Board of Trustees Meeting

Irvine Valley College High School Principals and Counselors Summit

On February 19, Irvine Valley College (IVC) hosted its first combined high school principals and counselors summit in the campus Performing Arts Center (PAC). For the last five years, separate events have been held for area high school principals and counselors. This event, with more than 125 in attendance, allowed IVC administration, faculty and staff to come together to share in an experience focused on the topic, "Why It Is Important for a High School Student to Attend Community College." A series of dynamic presentations, panel discussions and showcases introduced the principals and counselors to what the IVC experience gives its students. The morning began with welcome remarks by IVC President Dr. Glenn Roquemore and IVC Vice President for Student Services Dr. Linda Fontanilla, followed by IVC Academic Senate President Dr. Katherine Schmeidler. IVC Director of Research, Planning, and Accreditation Dr. Craig Hayward presented the audience with a review of transfer data, and information about IVC's majors, degrees and other relevant data related to their specific school. Panel presentations included a parent perspective with Dr. John Licitra and Betty Jo Woollett. IVC student ambassador Omar Rodriguez spoke, as well as a panel of IVC students discussing transfer, which included Rachel Mucho and Mark Youssef. Another student panel discussed reverse transfer, including Marissa Koike, Leslie Alvarado, Jonivan Artates and Alexandria Woollett. A faculty panel discussed specific programs and all that IVC has to offer; it was presented by Brittany Adams, History; Michael Cassens, Psychology; Terry Chatkupt, Digital Media Arts; Edwin Tiongson, Communication Studies; and Bob Urell, Business Sciences. During lunch, the PAC lobby showcased student research and project displays, hosted by professors Kay Ryals and Joon Kil and their students.

IVC Music Faculty Invited to Perform at Chopin Birthday Festival in Warsaw

IVC faculty member Dr. Stan Breckenridge was invited by the Smolna Association to perform and be a host of the jazz stage during the Chopin Birthday Festival held in Warsaw, Poland, February 22 through March 1. Dr. Breckenridge previously performed at the 2014 Chopin Birthday Festival.

IVC's Craig Hayward Receives 2016 Research and Planning Group Award

Director of Research, Planning and Accreditation Dr. Craig Hayward received recognition from the Research and Planning Group (RP Group) for California Community Colleges for excellence in regional and statewide research for the Multiple Measures Assessment Project. Each year, the RP Group Awards recognize research, planning, and dissertation excellence within the California Community College System.

President's Report to the Board of Trustees March 17, 2016 Page 2

IVC Holds Preview Day

On Tuesday, March 1, IVC held its annual Preview Day for high school seniors. The electronic registration form was used again this year. The IVC Outreach department encouraged the high school counselors and students to pre-register for the event. In addition, laptops were made available for students to register themselves the day of the event. Each registered student was automatically entered into a drawing for a Samsung Galaxy tablet and the drawing took place at the event. This year, IVC invited high school juniors and seniors to participate in Preview Day. This was the first time that juniors have been invited. Approximately 1,500 high school juniors and seniors attended and were required to participate in a presentation highlighting IVC's programs and services. Once the students finished their informational session, they were guided to booths and to the In-N-Out Burger lunch. Students had the opportunity to find out about early priority registration, IVC Honors Program, guidance and counseling, scholarships and financial aid, student government, campus clubs, career and technical programs, special services, admission and registration, athletics and intercollegiate programs, and instructional programs. This day offered students and their parents a tremendous opportunity to meet the IVC faculty, tour the campus, and see, first-hand, all that IVC has to offer. An evaluation survey was sent to those students who took advantage of the online registration.

IVC Forensics Team to Receive Honors From Western States Communication Association The Western States Communication Association (WSCA) recognized IVC at the March WSCA conference in San Diego. WSCA honor two recipients for a 2016 Model Communication Program Award. Irvine Valley College and College of the Canyons were selected as spotlight programs. These programs are examples for models in teaching, research and creative works, and effective use of resources. Faculty from the award winning programs discussed what they have done and how others might benefit from similar activities.

IVC Co-Hosts Summit for American Association of Community Colleges (AACC) 'Pathways Project

On February 18, IVC teamed up with Bakersfield College, Butte College, and the College Futures Foundation to co-host a summit on "Redesigning America's Community Colleges: A Guided Pathways Approach" with keynote speaker Davis Jenkins, a senior research associate with the Community College Research Center. At the February 18 event, Dr. Hayward was part of a panel discussing Pathways Research in California. The event was televised via live webinar. The first Pathways Project Institute, "Leadership for Transformational Change: Implementing Pathways at Scale," took place February 4-6. An IVC delegation consisting of South Orange County Community College District Trustee T.J. Prendergast III, President Glenn R. Roquemore, Vice President for Office of Instruction Craig Justice, Vice President for Student Services Linda Fontanilla, Director of Research, Planning and Accreditation Craig Hayward, Academic Senate President Katherine Schmeidler and English professor Dan DeRoulet traveled to San Antonio, Texas, to partake in this session. The next, which will look at "Pathway Design I: Mapping Pathways through the Institution," is scheduled April 14-16.

President's Report to the Board of Trustees March 17, 2015 Page 3

IVC Women's Beach Volleyball Selected as a CCCAA Scholar Team Recipient

The IVC women's beach volleyball team has been selected as a California Community College Athletic Association (CCCAA) Scholar Team Recipient. The award recognizes the academic achievement of all members of one specific team. The team accomplishment will be acknowledged at the Celebration of Student Athletes Awards Luncheon at the CCCAA Convention on Wednesday, March 30, in Ontario, California.

IVC Hosts Cultural Competence Summit

On April 15, IVC will hold its first Cultural Competence Summit at the IVC Performing Arts Center, hosted by the Student Equity Plan Task Force. Featured speakers will include Dr. Tyrone Howard, Kimberly Papillon, Esq., Dr. Frank Harris III, and Dr. J. Luke Wood. The summit will focus on discussing the cultural issues that are prevalent on college campuses and conclude with a book signing and reception.



TO:

Members of the Board of Trustees

Gary L. Poertner, Chancellor

FROM:

SADDLEBACK COLLEGE

Dr. Tod A. Burnett, President

SUBJECT:

Report for March 28, 2016 Board of Trustees Meeting

Saddleback College Foundation Hosts Gala, Announces Alumna of the Year

The Saddleback College Foundation Gala was held on Saturday, March 12th, at the Laguna Hills Marriot Resort and Spa. The gala, which raises funds for student scholarships and college programs, featured a live and silent auction, dinner, gaming, and magic by Jim Eggold. Live music was provided by the Saddleback Jazz Band and Commercial Music Ensemble.

Dr. Burnett honored the 2016 Saddleback College Alumna of the Year, Michelle Desilets, who has been recognized around the globe for her work in the protection of endangered orangutans and their habitat. Michelle, who is the founder and executive director of Orangutan Land Trust, developed an interest in anthropology when she attended Saddleback College in the mid-eighties. She went on to earn a Bachelor of Arts degree with honors in English literature from Dominican University in San Rafael, and a teaching certificate from California State University, Long Beach.

During her years of teaching school she traveled extensively, and it was in Borneo in 1994 where she met her first orangutan, who stole her heart and changed her life. In 1997 Michelle and a fellow volunteer opened a rescue center in Central Borneo that is now the world's largest primate rescue facility, and she later founded the Borneo Orangutan Survival Foundation UK and Orangutan Land Trust, which works to provide sustainable solutions for the long-term survival of the orangutan in the wild by ensuring safe areas of forest for its continued survival.

In addition to her charity work, Michelle has served as a consultant to international film crews from BBC, PBS, and Animal Planet, for the series *Orangutan Island* and *Orangutan Diary*. She is currently advising on a new film project for ITV (UK) and PBS. Her efforts have been recognized by former British Prime Minister Gordon Brown and Prince Charles, and her organization was honored by the BBC Wildlife Trust as one of the top ten UK charities working to save wildlife globally.

Top Gala Sponsors included: Presidential Sponsors – Dr. Tod A. Burnett, Janet and Michael Hamilton, Follett Bookstore; Cardinal and Gold Sponsors – C.W. Driver, Hudson Pacific Properties, City of Dana Point, Neudesic, LLC, Capata & Co.; Gaucho Sponsors – AT&T, Audi Mission Viejo, Atkinson, Andelson, Loya, Ruud and Romo, FLS International, Irvine Valley College, Liebert, Cassidy and Whitmore, Prendiville Insurance Agency, Rancho Mission Viejo and John Williams.

Saddleback College Athletics Announces Honor Roll

The Saddleback College athletic department is pleased to announce that 126 of the college's 304

student-athletes have been named to the Athletic Honor Roll after grades were posted for the Fall 2015 semester, including 20 student-athletes with a perfect 4.00 grade point average.

The 126 student-athletes on the honor roll this past fall represent 42 percent of the student-athletes at Saddleback College this year. This is the same percentage of student-athletes making the Athletic Honor Roll a year ago. In order to make the honor roll, student-athletes must have passed at least 12 units during the Fall 2015 semester with a 3.00 GPA or higher.

In addition to the honor roll list, seven of the college's 10 fall semester athletic teams posted an overall team grade point average of 3.0 or higher and will be nominated for Orange Empire Conference and California Community College Athletic Association (CCCAA) scholar-team awards. For the second consecutive year, the women's golf team posted the top team GPA during the fall semester with a 3.44 overall team GPA, 0.12 points higher than last year's team GPA. Women's water polo (3.27), women's cross country (3.25), and women's soccer (3.22) were not far behind. Men's cross country posted a team GPA of 3.12 while the women's basketball (3.08) and men's basketball (3.01) teams both eclipsed the 3.00 team GPA mark for the first time.

Saddleback Men's Basketball Goes to State Championship

The Saddleback College men's basketball team headed back to the California Community College Athletic Association (CCCAA) state championship tournament March 12-13 at Las Positas College in Livermore to defend its 2015 state title. The Gauchos (30-1) were the top-ranked team in the state for most of the season and lived up to that lofty ranking by beating highly-potent offensive units from MiraCosta, Bakersfield, and East Los Angeles colleges in the regional playoffs to qualify for the state tournament. It marks the fifth time in the past eight seasons that Saddleback has qualified for the state tournament, winning state titles in 2010 and 2015 with a state runner-up finish in 2009.

Congratulations to the Gauchos men's basketball team for an excellent season and for their tremendous academic performance which was demonstrated with a team GPA above 3.0. Coach Andy Ground shows remarkable leadership year after year which no doubt has a great impact on student performance in the classroom and on the basketball court.

Saddleback Represented at Veterans Summit

Dr. Burnett and seven members of Saddleback's VETS Program team participated on a panel at the Veterans Summit that was held on March 3rd in the City of Industry and hosted by the California Community Colleges. The purpose of the summit was to share information and best practices to better help veterans transition to higher education. The VETS Program team thanked Dr. Burnett for his support, particularly for being one of only three college presidents to attend the event.

Saddleback College Common Assessment Team

The Saddleback Common Assessment team held a presentation at the California Assessment Initiative Professional Development Regional Meeting in Los Angeles on February 26th, which was attended by 127 people, from nearly 50 colleges across the state, and included attendance from the California Community Colleges Academic Senate and state chancellor's office. The event was very well received, and our team did a great job coordinating, facilitating, and presenting at the event.

Southern California Social Entrepreneurship Showdown

Saddleback College hosted the Southern California Social Entrepreneurship Venture Challenge, a philanthropic "shark tank" competition, on Saturday, March 19th in the McKinney Theatre. Fourteen entrepreneurs who are blending social purpose and profit pitched ventures to a panel of potential investors. In addition to the college, the sponsors included the Annenberg Foundation, California Community Foundation, Pacific West Bank, Goodwill of Orange County, and the Slow Money Network.

Senior Day

Hundreds of high school seniors attended Senior Day at Saddleback College on Thursday, March 17th. Campus tours, workshops on transfer opportunities and financial aid, and information on the college's academic and student support programs was provided at the festive event.

Office of Instruction

Fine Arts and Media Technology

On Thursday, March 3rd, the Music Department hosted its 3rd annual vocal competition, Saddleback Star, where 11 contestants performed and the audience voted the winner. Saddleback student Taylor Stickle received the \$500 prize. On Friday, March 4th, speech students entertained an attentive audience of mostly students in the McKinney Theatre with their annual Speech and Debate Showcase where they performed two thought-provoking reader's theatre numbers, and two speeches. The Department of Theatre Arts' production of Mauritius was held in the intimate Studio Theatre on March 4th through the 13th. On Sunday, March 6th German concert pianist Caroline Oltmanns performed a piano recital and conducted a master class with Saddleback piano students. The Jazz Lab Ensemble performed the music of Thelonious Monk and original student compositions on Monday, March 7th in the McKinney Theatre. The Saddleback College art exhibition of Reclamation sculpture and printmaking by Barbara Holmes, ended on March 10th. On Saturday, March 7th. On Friday, March 11th, the Wind Ensemble, conducted by Yorgos Kouritas, performed some of the most popular pieces written for Wind Ensemble. On Saturday, March 12th from 4:30 to 6:30 pm, a Master Class was held with violinist Henry Gronnier. Admission was free. On Saturday March 12th the Saddleback College Symphony Orchestra, under the direction of Yorgos Kouritas, presented Concerto Gala - Catch a Rising Star featuring the winners of the Music Teachers Association of Concerto Competition. On Sunday, March 13th, the Saddleback College Community Chorale and soloists, and instrumentals, under the direction of Dr. Scott Farthing, presented The Armed Man: A Mass for Peace by Karl Jenkins. On Monday, March 14th Jazz Studies presented Tim Gill's Gin Mill Grifters. On Friday, March 18th, the Saddleback Big Band brought back their Big Band Swing Thing to the McKinney Theatre. And rounding out the busy month of events, on Thursday, March 31st at noon in FA 101, Concert Hour presented a lecture/recital on Baroque and early classical style performance practices by violinist Raymond Erickson. Admission was free and open to the public.

Emeritus Institute

The Emeritus Institute is commemorating its 40th anniversary with an extensive art exhibit in the Library (LRC third floor) through May 13th. This is a great opportunity to see gorgeous art produced by Emeritus Institute faculty and students.

Upcoming Events

ElectHer Workshop: Associated Student Government Vice President Luci Hendrix is hosting an ElectHer Conference on April 8th from 9:30 am to 3:00 pm in SSC 212. Board of Equalization member and Saddleback College Alumna Diane Harkey will be speaking along with Saddleback communications professor Kayla Graney. This event is co-sponsored by American Association of University Women of San Clemente.

Emeritus Institute 40th Anniversary Celebration: The Emeritus Institute will be celebrating its 40th anniversary with a reception at the Norman P. Murray Community Center on Friday, April 15th from 2:00 pm to 4:00 pm.