



Meeting of the Board of Trustees

August 22, 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.***

1.3 Hold Public Hearing – Saddleback College Student Discipline

Pursuant to a student's request, the Board will conduct a public hearing to hear from the student why it should not proceed with proposed disciplinary action.

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

1.4 Student Discipline (Education Code Section 72122)(1 matter)

1.5 Public Employee Employment, Discipline, Dismissal, Release (Government Code Section 54957(b).)

A. Public Employee Employment (Government Code Section 54957(b).)(4 matters)

1. Acting Chancellor
2. Vice Chancellor for Business Services
3. Senior Administrative Assistant Saddleback College
4. Network Technician Saddleback College

B. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(1 matter)

1.6 Conference with Labor Negotiators (Government Code Section 54957.6)

- A. Unrepresented Employee: Acting Chancellor
Agency Designated Negotiator: Tim Jemal, Board President
- B. SOCCCD Faculty Association
Agency Designated Negotiator: David P. Bugay, Ph.D.
- C. California School Employees Association (CSEA)
Agency Designated Negotiator: David P. Bugay, Ph.D.

- 1.7 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Existing Litigation (Government Code Section 54956.9(b)(1 case)
 - 1. Swinerton v. SOCCCD
 - B. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1)
(1 potential case)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee Barbara Jay

2.3 Pledge of Allegiance

Led by Trustee Tim Jemal

2.4 Public Comments

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

3.0 REPORTS

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

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

4.0 DISCUSSION ITEMS

4.1 SOCCCD: Basic Aid Allocation Recommendation for FY 2016-2017- of Projects for Final Budget

This item is presented to the board for information and discussion prior to approving the basic aid recommendations as part of the Adopted Budget FY 2016-2017

4.2 SOCCCD District-wide Parking Study Report

Report on results of study.

5.0 CONSENT CALENDAR ITEMS

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

- 5.1 **SOCCCD: Board of Trustees Meeting Minutes**
Approve minutes of Regular Meeting held on July 18, 2016.
- 5.2 **Saddleback College: Curriculum Revised for the 2016-17 Academic Year**
Saddleback College: Approve the proposed curriculum changes for the 2016-17 academic year at Saddleback College.
- 5.3 **Saddleback College: Student Travel Study Abroad Program to Cuba, from December 30, 2016 to January 8, 2017**
Approve the Saddleback College study abroad program: Cuban Culture, Literature, Arts and Politics Studies in Cuba, from December 30, 2016 to January 8, 2017 and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements.
- 5.4 **SOCCCD: Saddleback College, Sciences Building Project, Notice of Completion, C. W. Driver**
Authorize filing the Notice of Completion for the Saddleback College Sciences Building project to C.W. Driver with a contract amount of \$55,866,919.
- 5.5 **Saddleback College and Irvine Valley College: Speakers**
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.6 **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.
- 5.7 **Irvine Valley College: Community Education, Fall 2016**
Approve Fall 2016 Community Education courses, presenters, and compensation.
- 5.8 **SOCCCD: Irvine Valley College, Sand Volleyball Courts Expansion Project, Award of Bid No. 328, STL Landscape, Inc.**
Award Bid No. 328, Irvine Valley College Sand Volleyball Courts Expansion project and approves the agreement with STL Landscape, Inc. of Los Angeles, CA, in the amount of \$260,000.

- 5.9 **SOCCCD: Irvine Valley College Parking Lot Phase IA Project and Solar Shade Structures, Design-Build Criteria Architectural Services, Brooks + Scarpa Architects, Inc.**
Approve the Brooks + Scarpa Architects, Inc. agreement for Criteria Architectural Services for the Irvine Valley College Parking Lot Phase IA project and Solar Shade Structures in the amount of \$168,000.
- 5.10 **SOCCCD: Budget Amendment: Adopt Resolution No. 16-24 to Amend FY 2015-2016 Adopted Budget**
Adopt Resolution No. 16-24 to amend the FY 2015-2016 Adopted Budget as indicated.
- 5.11 **SOCCCD: Contract with Synergy Software Solutions for Software Development Services**
Approve the agreement with Synergy Software Solutions, for a total amount not to exceed \$211,680 for FY 2016-2017.
- 5.12 **SOCCCD: Contract with Redisq Technologies for Software Development Services**
Approve the agreement with Redisq Technologies, for a total amount not to exceed \$124,992 for FY 2016-2017.
- 5.13 **SOCCCD: Contract with Nimble Consulting for Project Management and Database Design Services**
Approve the agreement with Nimble Consulting for an amount not to exceed \$270,144 for FY 2016-2017.
- 5.14 **SOCCCD: Contract with TimeSaver Systems for Quality Assurance Services**
Approve the agreement with TimeSaver Systems, for an amount not to exceed \$129,360, for the term of December 1, 2016 to June 30, 2017.
- 5.15 **SOCCCD: Advanced Technology and Education Park (ATEP) IVC First Building Project and Utilities and Infrastructure, Phase I Project, Testing and Inspection Services Agreement, C.E.M. Lab Corp**
Approve the Testing and Inspection Services agreement with C.E.M. Lab Corp. for the Advanced Technology and Education Park, IVC First Building and Utilities and Infrastructure, Phase I projects for a not to exceed amount of \$341,586.
- 5.16 **SOCCCD: Transfer of Budget Appropriations**
Ratify the Transfer of Budget Appropriations as detailed.
- 5.17 **SOCCCD: July and August 2016 Change Orders/Amendments**
Ratify the change orders and amendments as listed.
- 5.18 **SOCCCD: Purchase Orders and Checks**
Ratify the purchase orders and checks as listed.

- 5.19 **SOCCCD: June- July 2016 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Adopt Budget for Fiscal Year 2016-2017**
Approve the FY 2016-2017 Adopted Budget.
- 6.2 **Irvine Valley College and Saddleback College: Adopt Student Government Budgets FY 2016-2017**
Approve the FY 2016-2017 adopted student government budgets.
- 6.3 **SOCCCD: Recess to Public Hearing – Saddleback College Student Discipline**
Conduct a public hearing to provide an opportunity for the disciplinary matter to be discussed in public session.
- 6.4 **SOCCCD: Saddleback College Stadium and Site Improvement Project, Design-Build Agreement, PCL Construction Services, Inc.**
Approve the Saddleback College Stadium and Site Improvement project design-build agreement with PCL Construction Services, Inc., for a total contract amount of \$48,999,900.
- 6.5 **SOCCCD: Irvine Valley College Health Center/Concessions Project, Adopt Resolution No. 16-22, Authorizing Design-Build Delivery Method**
Adopt Resolution No. 16-22 to authorize the use of the design-build delivery method for the Irvine Valley College Health Center/Concessions project.
- 6.6 **SOCCCD: Irvine Valley College Parking Lot Phase IA Project and Solar Shade Structures, Adopt Resolution 16-23, Authorizing Design-Build Delivery Method**
Adopt Resolution No. 16-23 to authorize the use of the design-build delivery method for the Irvine Valley College Parking Lot Phase IA project and Solar Shade Structures.
- 6.7 **SOCCCD: Contract with eNamix for Quality Assurance Services**
Approve the agreements with eNamix, for a total amount not to exceed \$548,352 for FY 2016-2017.
- 6.8 **SOCCCD: Contract with Neudesic LLC for Software Development**
Approve the work order with Neudesic LLC, for an amount not to exceed \$1,514,600.00 for the term of September 1, 2016 through June 30, 2017.
- 6.9 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Additional Compensation: General

Fund, Additional Compensation: Categorical/Non-General Fund, Authorization to Eliminate Academic Position and/or Position Numbers, Resignation/Retirement/Conclusion of Employment.

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

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

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: Summary of Ballot Initiatives**

A summary of ballot initiatives affecting education and government accountability is provided in Exhibit A for information.

7.3 **SOCCCD: Basic Aid Report**

Report on projected receipts and approved projects.

7.4 **SOCCCD: Facilities Plan Status Report**

Status of current construction projects.

7.5 **SOCCCD: Monthly Financial Status Report**

The reports display the adopted budget, revised budget and transactions through June 30, 2016.

7.6 **Quarterly Financial Status Report**

Report is for period ending June 30, 2016.

7.7 **Quarterly Investment Report**

Report is for period ending June 30, 2016.

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

Report is for the period ending June 30, 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.**

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Basic Aid Allocation Recommendation for FY 2016-2017-
of Projects for Final Budget

ACTION: Discussion and Information

BACKGROUND

District-wide planning includes transparent and inclusive budget allocations for basic aid funding. The Basic Aid Allocation Recommendation Committee (BAARC) is charged with the implementation of BP 3110 and AR 3110, Basic Aid Allocation Process, using the plans developed by other district-wide committees and councils. BAARC is chaired by Vice Chancellor Fitzsimons and is a 21 member participatory governance committee with representation from both colleges and district services staff, including the academic senates, CSEA, Classified Senate, administrators, and managers. The basic aid allocation recommendations follow the annual basic aid cycle which parallels the SOCCCD annual budget development process.

BAARC received prioritized project lists for consideration from the Capital Improvement Committee (CIC) and the District Technology Committee (DTC). The lists were reviewed and recommendations are supported by a collaborative, collegial, inclusive, and transparent participatory governance process. The interaction with the colleges was extensive throughout the process. All of the district-wide planning and resource committees involved in the recommendation process consisted of college and district services members representing various groups and are considered participatory governance committees. These recommendations are supported by both the college presidents and the chancellor.

A partial list of basic aid projects was recommended to and approved by the Board of Trustees at the June 26, 2016 board meeting to allow projects to move forward by July 1, 2016 which totaled an amount to be funded of \$ 27,931,432. The reserve for unrealized tax collections totals of \$10,716,595 equaled the 20% contingency required in BP 3110 and AR 3110.

The unallocated balance of \$25,840,895 remained in the basic aid reserve fund for further recommendations to be made from BAARC after recommendations are finalized by CIC and DTC and after the information regarding the SC's stadium and site improvement capital projects were known, anticipating that they would be made in August for incorporation into the Adopted Budget FY 2016-2017. The stadium and site improvement project was discussed at the June 26, 2016 board meeting and alternate funding sources were identified to fund the projects which will not impact basic aid.

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

STATUS

The unallocated balance has been updated with new property tax information to a new unallocated basic aid balance of \$ 32,944,019. The amount of the 20% contingency increased to \$11,430,259. DTC, CIC, and BAARC met after the June board meeting and have made recommendations for the remaining unallocated basic aid balance as follows:

Technology:

Classroom Technology and Audio Visual	\$ 2,000,000
Wireless Upgrade	1,907,990
District-wide Network Security Firewall Refresh	820,000
Faculty and Staff Email Infrastructure Refresh	355,000
Refresh MDF's and IDF's	500,000
HR/Financial System Implementation	1,800,000
SIS: State Compliance and College Requested Features	1,814,400

Capital Projects:

ATAS Major Renovations	\$ 3,110,000
IVC ATEP Building (FFE)	1,600,000
IVC New Parking Lot Phase IA and Solar Structure	3,655,000
IVC Health Center/Concessions Project	5,338,000
SC Radio/Photo/TV	1,217,073
SC Gateway	1,936,817
IVC Fine Arts	1,659,739

Planning, Technical, and Legal Consultants to Support Capital Programs:

Legal Counsel for facilities	\$ 200,000
ATEP Site Development	1,500,000
ATEP Utilities Infrastructure Phase I	2,475,000
Sustainability/Energy Consultant	40,000
Pre-Planning and Investigations	55,000
District-wide Technology Consultant for Capital Construction	460,000
Educational and Facilities Master Plan	500,000

Total \$ 32,944,019

The recommendations by BAARC to the chancellor are supported by the college presidents and have been incorporated into the Adopted Budget FY 2016-2017.

A brief overview of each of the recommended basic aid projects will be conducted at the board of trustees meeting this evening prior to the Adopted Budget FY 2016-2017 presentation and board approval.



SOCCCCD FY 2016-2017 Basic Aid Allocation Recommendations

Board of Trustees Meeting

August 22, 2016



How did the Basic Aid allocation process come about?

In February, 2011, both IVC and SC were placed on warning by ACCJC, with 6 recommendations, several involving the need for comprehensive district-wide planning that drives resource allocation.

Accreditation Recommendation #2:

"The teams recommend that the district and the colleges develop and implement a resource allocation model driven by planning that includes all district funds and is open, transparent, inclusive, and that is widely disseminated and reviewed/evaluated periodically for effectiveness."

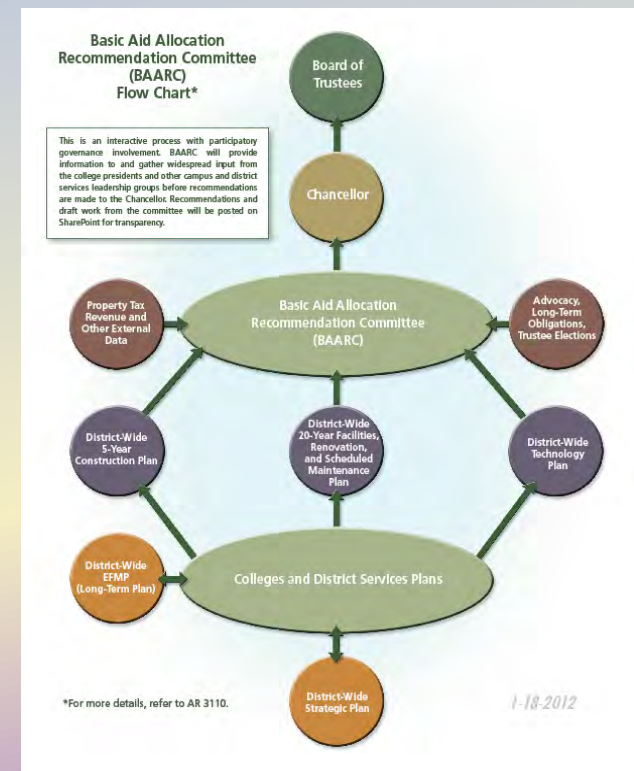


How did the Basic Aid allocation process come about?

The **Accreditation Recommendation #2 Committee** was formed to address the issue.

- Based on general consensus of the input across the district, the committee determined that the issues were not with the DRAC model, which folks felt worked rather well.
- However, there were district-wide concerns with the lack of a credible process for making recommendations for basic aid resources, that those allocations were not based on planning, nor communicated in an open, timely, or transparent manner.

The committee recommended that a policy and administrative regulation for basic aid allocation be developed **based on planning and that the process be participative, transparent, and open.**





BP 3110 - approved 8-29-11 **AR 3110** - approved 2-27-12

Only one-time projects are to be funded by basic aid monies, to protect the district and colleges and to be fiscally conservative.

In accordance with the vision, mission, strategic directions and planning documents of the District and colleges, the Board of Trustees will allocate basic aid funds for the following purposes:

1. **Capital construction, major renovation, large infrastructure projects, and site development. These projects will follow district and college strategic plans, Education and Facilities Master Plan, 20-year Facility, Renovation and Scheduled Maintenance Plan and Five Year Construction Plan.**
2. **Retirees benefit trust fund and other long term obligations.**
3. **Trustee elections, legislative advocacy, major legal fees and judgments**
4. **Major technology initiatives as identified in the District and College Technology Plans.**
5. **Small renovation projects, including maintenance equipment and fifty percent matching funds for scheduled maintenance as identified in the 20-year Facility, Renovation and Scheduled Maintenance Plan. The other fifty percent will be funded by the site requesting the funds, whether district office or college.**



Basic Aid Process

BOARD POLICY

SOUTH ORANGE COUNTY
COMMUNITY COLLEGE DISTRICT

3110

BUSINESS

BASIC AID FUNDS ALLOCATION PROCESS

Basic aid refers to local property tax receipts that exceed general purpose revenue entitlement derived from the State of California SB 361 (or successor funding bill) calculation. The process for identification and prioritization of basic aid allocations will follow this policy and is recognized to be an annual and dynamic process. Allocation of basic aid will be made based on district and college planning documents and supporting data. The Board will determine both the timing of allocation approval and how much of the annual collections will be allocated each year. A reasonable amount of basic aid funds will not be allocated until the end of the fiscal year when total annual receipts are certain, to ensure the availability of resources for potential unexpected needs of a significant nature.

In accordance with the vision, mission, strategic directions and planning documents of the District and colleges, the Board of Trustees will allocate basic aid funds for the following purposes:

1. Capital construction, major renovation, large infrastructure projects, and site development. These projects will follow district and college strategic plans, Education and Facilities Master Plan, 20-year Facility, Renovation and Scheduled Maintenance Plan and Five Year Construction Plan.
2. Retirees benefit trust fund and other long term obligations.
3. Trustee elections, legislative advocacy, major legal fees and judgments.
4. Major technology initiatives as identified in the District and College Technology Plans.
5. Fifty percent matching funds for scheduled maintenance and smaller renovation projects, including maintenance equipment, as identified in the 20-year Facility, Renovation and Scheduled Maintenance Plan. The other fifty percent will be funded by the site requesting the funds, whether district office or college, in receipt of the allocation. Allocations must be used within five years on the specific project for which funding was allocated. The allocation will be based on the distribution ratios used in the model established in the District Resource Allocation Council process.

The Chancellor shall establish Administrative Regulations regulating the use of basic aid funds.

Adopted: 8-29-11

Page 1 of 1

BP and AR 3110 were established to ensure basic aid funding recommendations followed a transparent, participatory, and inclusive process and that planning drives all basic aid funding recommendations.

Basic Aid Allocation Recommendation Council (BAARC), is the district-wide participatory committee responsible for making recommendations to the Chancellor.

BAARC received recommendations from district-wide planning committees (CIC and DTC) which were based on the EFMP, strategic plans, Information Technology Plan and other planning documents.



SOCCCD FY 2016-2017 Basic Aid Allocation Recommendations

BAARC:

- Met this spring semester to review district-wide & college plans and funding priorities for basic aid funding for FY 2016-2017
- A partial list of basic aid projects of \$27,931,432 was recommended and approved by the chancellor and board at the June 27, 2016 board meeting
- Following the approval at the June 27, 2016 board meeting to fund the SC stadium and site improvement capital projects from alternative funding sources, the remaining updated unallocated basic aid balance of \$32,944,019 was available for the committees of DTC, CIC, and BAARC to make final recommendations.

EXHIBIT A
Page 1 of 3

To: Gary Poertner, Chancellor

From: Dr. Debra L. Fitzsimons, Chair, Basic Aid Allocation Recommendation Committee (BAARC) on behalf of BAARC

Subject: Partial List of Projects - Recommendations by BAARC for Basic Aid Funding for FY 2016-2017 Tentative Budget

Date: May 19, 2016

Attached is a partial and immediate list from the Basic Aid Allocation Recommendation Committee's (BAARC's) recommendations for the following projects to be funded from Basic Aid for FY 2016-2017 Tentative Budget:

Long Term Obligations and Fixed Expenses		\$ 24,825,000
Capital Projects		
o Capital Projects- Priorities FY 2016-2017 (SC Fine Arts HVAC Project)		\$ 2,100,000
o Capital Projects-Construction Defects/Code Requirements		\$ 440,000
o Capital Projects-Special Project Support (DW-ADA Transition Plan)		\$ TBD
Scheduled Maintenance and Small Renovation Projects		\$ TBD
o Scheduled Maintenance Projects- Priorities		\$ TBD
o Renovation and Other Facilities Related Projects		\$ 766,432
District-wide Technology Priority Projects FY 2016-2017		\$ 27,931,432
ATEP Site Operations		\$ 53,772,327
Total BAARC Recommendation		\$ 25,840,895
Aid Funds Available		\$ 10,716,585
... he determined for final Adopted Budget)		
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT		
TO: Board of Trustees		
FROM: Gary L. Poertner, Chancellor		
RE: SOCCCD, Basic Aid Allocation Recommendation for FY 2016-2017.		
ACTION: Discussion and Information		
BACKGROUND		
District-wide planning includes transparent and inclusive budget allocations for basic aid funding. The Basic Aid Allocation Recommendation Committee (BAARC) is charged with the implementation of BP 3110 and AR 3110. Basic Aid Allocation Process, using the plans developed by other district-wide committees and councils. BAARC is chaired by Vice Chancellor Fitzsimons and is a 21 member participatory governance committee with representation from both colleges and district services staff, including the academic senates, CSEA, Classified Senate, administrators, and managers. The basic aid allocation recommendations follow the annual basic aid cycle which parallels the SOCCCD annual budget development process.		
STATUS		

ITEM: 4.3
DATE: 6/27/16

Recommendation for basic aid funding for FY coming for the Adopted Budget allocations for a couple of following BP 3110

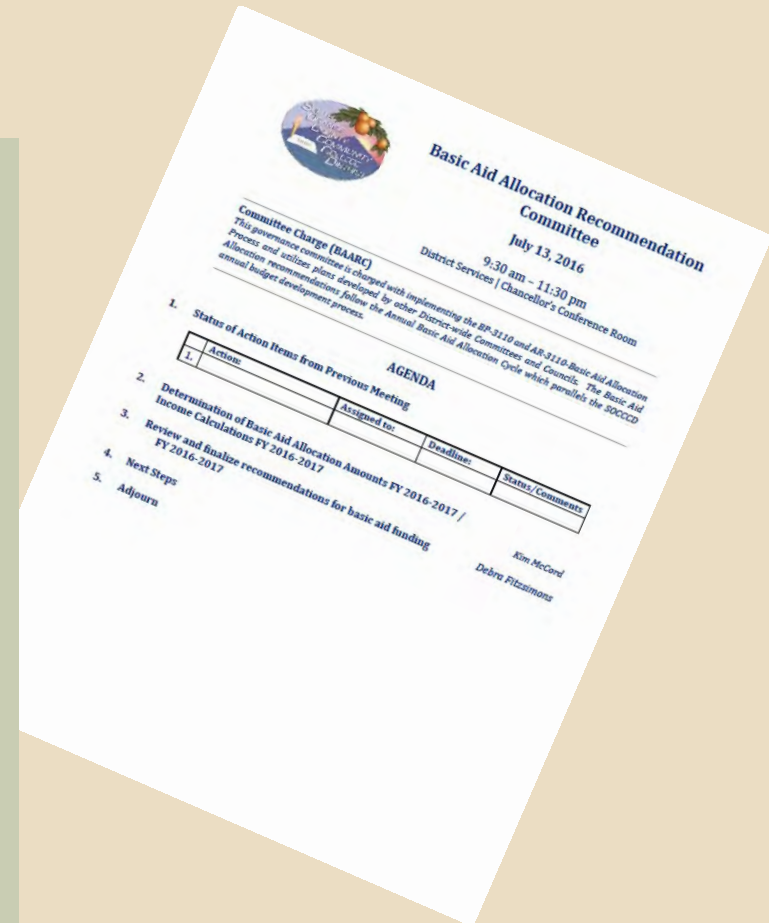
ment
ons to
5 Year
district-wide
CIC and



SOCCCD FY 2016-2017 Basic Aid Allocation Recommendations

BAARC:

- The committees met in July and are now making the recommendations for the projects listed in the areas of technology, capital projects and planning, technical and legal consultants to support capital programs.
- Acting chancellor and college presidents support BAARC recommendations as presented this evening
- BAARC discussions were collegial; input was broad-based
- Final recommendations were reflective of the mindful discussion & integrated planning efforts





SOCCCD FY 2016-2017 Basic Aid Allocation Recommendations

Amount Available for Allocation at Adopted Budget

Long Term Obligations and Fixed Expenses	\$ 24,625,000
Capital Projects	
1. SC Fine Arts HVAC Project	2,100,000
2. Special Project Support, DW- ADA Transition Plan	440,000
ATEP Site Operations	766,432
Subtotal – allocated at Tentative Budget	27,931,432
20% Contingency for Unrealized Tax Collections	11,430,259
Total unallocated balance Property Taxes for Basic Aid	\$ 32,944,019



SOCCCD FY 2016-2017 Basic Aid Allocation Recommendations



Technology:

◦ Classroom Technology and Audio Visual	\$ 2,000,000
◦ Wireless Upgrade	1,907,990
◦ District-wide Network Security Firewall Refresh	820,000
◦ Faculty and Staff Email Infrastructure Refresh	355,000
◦ Refresh MDF's and IDF's	500,000
◦ HR/Financial System Implementation	1,800,000
◦ SIS: State Compliance and College Requested Features	1,814,400



SOCCCD FY 2016-2017 Basic Aid Allocation Recommendations



Capital Projects:

◦ ATAS Major Renovations	\$ 3,110,000
◦ IVC ATEP Building (FFE)	1,600,000
◦ IVC New Parking Lot Phase IA and Solar Structure	3,655,000
◦ IVC Health Center/Concessions Project	5,338,000
◦ SC Radio/Photo/TV	1,217,073
◦ SC Gateway	1,936,817
◦ IVC Fine Arts	1,659,739



SOCCCD FY 2016-2017 Basic Aid Allocation Recommendations



Planning, Technical, and Legal Consultants to Support Capital Projects

◦ Legal Counsel for facilities	\$ 200,000
◦ ATEP Site Development	1,500,000
◦ ATEP Utilities Infrastructure Phase I	2,475,000
◦ Sustainability/Energy Consultant	40,000
◦ Pre-Planning and Investigations	55,000
◦ District-wide Technology Consultant for Capital Construction	460,000
◦ Educational and Facilities Master Plan	500,000



SOCCCD FY 2016-2017 Basic Aid Allocation Recommendations

The basic aid recommendation is presented for information and discussion for the Board of Trustees

We want your questions and input this evening

The recommendations shown here are a part of the FY 2016-2017 Final Budget which is a part of this August Board meeting for review and approval

ADA Transition Plan Services
South Orange Community College District - BID No. 329D
Addendum #1
December 15, 2015

1-1 Revised Request for Qualifications and Proposals

Under heading "Submittal Information and Submittal Schedule," revise the Submittal from December 17, 2015, to December 18, 2015, received by 2:00 P.M.





Thank you
to CIC, DTC, BAARC members
and all other participants!

Questions and Discussion

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: District-wide Parking Study Report

ACTION: Discussion and Information

BACKGROUND

On August 24, 2015, the Board of Trustees allocated basic aid funding for a districtwide parking study to be conducted. SOCCCD has never conducted a districtwide parking study and it is best practice to have a parking plan in place prior to developing an Educational and Facilities Master Plan (EFMP) to be used as one of the many pre-planning documents. A parking plan also assists the colleges when developing their priorities and can be informative in parking operations and management. Lastly, another purpose for this analysis to be conducted was to assess the parking ratios that are imposed on the district at the ATEP site by the City of Tustin to determine whether they are in conformity with other California state averages for community college parking ratios and provide data to have further discussions regarding the ATEP parking ratios. On November 16, 2015, the Board of Trustees approved a consultant agreement with Watry Design, Inc. to complete this study.

STATUS

The purpose of the study was to analyze parking at Saddleback College, Irvine Valley College, and ATEP. Based on the analysis, the consultant was to create a parking plan exploring available options for each site.

The SOCCCD District-Wide Parking Study report (EXHIBIT A) provides information on existing conditions, parking surveys conducted, key findings, parking analysis, circulation analysis, and recommendations for parking and circulation improvements. A presentation (EXHIBIT B) will be provided this evening with a brief overview of the report including recommendations.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT DISTRICT-WIDE PARKING STUDY

June 30th, 2016



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The Circulation Analysis located in Appendix A should be referenced to identify additional recommendations.

Introduction

The primary goal of the South Orange County Community College District-wide Parking Study is to complete a parking analysis of Saddleback College and Irvine Valley College, and determine immediate and projected parking needs for both campuses. In addi. on, parking for the Advanced Technology & Education Park (ATEP) will be analyzed to project future parking needs as the campus continues to develop and expand. By evaluating existing parking conditions, this report aims to quantify the perceived parking issues at each campus, provide recommendations for parking management strategies, and create a tool to allow the District to project the amount of parking needed as each campus continues to grow from increases of student enrollment and new facilities.

Parking Inventory and Surveys

To identify the current parking inventory and occupancies at each campus, Wiltec Inc. conducted two sessions of parking data collection during the 2016 Spring semester. The first session occurred on Wednesday January 20th and Thursday January 21st, and the second on Wednesday February 17th and Tuesday February 23rd. The goal of collecting two sets of data was to survey and analyze the parking occupancy during the first week of the semester when student attendance is high and then be able to compare it to the parking occupancy several weeks later during the middle of the semester when student attendance stabilizes. Each collection was a two-day period in order to take into account the academic scheduling of Monday/Wednesday and Tuesday/Thursday classes.

The parking spaces were classified by type during the data collection: Unmarked, Staff/Faculty, 15/30 - minute, Accessible, and Illegally Parked. Saddleback College has a total inventory of 4,140 (including temporary parking); Irvine Valley College a total inventory of 2,812 (including temporary parking); ATEP a total inventory of 178. Saddleback College also houses approximately 110 District staff and administrators. Since these additional employees are atypical to normal community college conditions, this study will omit these dedicated parking stalls from the analysis in order to be

able to make a more direct comparison to comparable community colleges.

The parking occupancy surveys were performed on an hourly basis, beginning at 8am and ending at 8pm. The data is collected per parking lot at each campus, and then for purposes of this study, will also be analyzed per geographic area on the campus.

Key Findings

Saddleback College and Irvine Valley College both experience parking shortages during the beginning of the semester and at mid-term. For Saddleback College the hours between 9 AM and 12 PM are the peak hours where the majority of the parking lots are at 85% capacity or beyond (considered full). From 12 PM to 3 PM the peak declines, however parking is still above the 85% capacity threshold. The parking lots at the south end of campus do not experience the same level of utilization due to their distance to the campus core. The southern area is looked at as a last resort and the most inconvenient location for parking.

Irvine Valley College experiences a similar parking demand as Saddleback College, however the peak there is consistent between 9 AM to 4 PM. During the data collection conducted for this study, it was found that some parking lots exceeded 100% capacity due to cars being improperly parked. The parking lots near the baseball field and the temporary lots are last to fill due to their location. Often times these are treated as the overflow lots.

Based on ATEP’s limited size, there is currently adequate parking to serve the students. There is a slight peak between 9 AM to 1 PM, with an additional sharp increase in parking demand between 4 PM and 6 PM.

In regards to overall circulation at Saddleback College and Irvine Valley College, there are a few issues that were observed where improvements can be made. Both have areas that lack pedestrian infrastructure. This can have a negative impact on vehicular movements and parking. In addition, the Colleges could benefit from having more consistency with their vehicular and pedestrian infrastructure.

Summary of Recommendations

Based on the data collected, site observations, and discussions with the Colleges, the following recommendations are being proposed to assist with the current and projected parking related concerns:

- Incorporate a parking guidance system at Saddleback College and Irvine Valley College
- Construct two parking structures at Saddleback College, one to be completed as soon as possible and the second in 2027
- Construct a parking structure at Irvine Valley College to be completed as soon as possible
- Construct an eastern outer loop road for vehicular traffic at Saddleback College
- Consolidate staff and faculty parking into distinct areas at Saddleback College and Irvine Valley College to better control and maintain their available parking
- Construct additional surface lot parking at Irvine Valley College
- Based on similar patterns of vehicle use, it is recommended that a parking ratio of 4.75 be adopted for all three District campuses to serve both the existing parking demands and plan for future parking demand.
- Improve the pedestrian infrastructure at Saddleback College and Irvine Valley College by providing and maintaining elements such as sidewalks, signs, pathways, and markings
- Relocate existing entries and exits at Parking Lots 9 and 10 at Saddleback College to reduce traffic congestion and driver confusion
- Realign the Avery Parkway entrance at Saddleback College to accomodate a "thru" movement in and out of campus
- Relocate the roundabout and passenger loading area near the Irvine Center Drive entrance to help improve traffic flow
- Consider reconfiguring intersections at Saddleback College to add additional lanes or reconfigure dedicated turn lanes to ease traffic congestion
- Provide three new driveways at Irvine Valley College to improve traffic circulation into and out of the College
- Consider converting Parking Lot 7 at Irvine Valley College into a permanent parking lot

2 INTRODUCTION



Current Saddleback College



Current Irvine Valley College



Current Advanced Technology & Education Park

The South Orange County Community College District consists of two colleges and a developing campus: Saddleback College, Irvine Valley College and ATEP.

Saddleback College, located in Mission Viejo, celebrated its 40th anniversary on September 23, 2008. Saddleback College is approximately 175 acres and serves over 26,000 students each semester. Approximately 110 District staff and administrators are located on campus and support District functions on campus. There are 15 parking lots located throughout the campus, along with street parking along College Drive West. Although there are 15 distinct parking lots, parking is grouped into three geographic areas on campus: the northwest, northeast, and south.

Irvine Valley College, located in Irvine, was founded in 1979 as Saddleback College North Campus and established as Irvine Valley College July 1, 1985. Irvine Valley College is approximately 100 acres and serves over 14,000 students each semester. The campus has 10 parking lots, including the temporary lots and Goodwill, located throughout campus. Similar to Saddleback College, these parking lots are grouped into five areas on campus.

ATEP, the Advanced Technology & Education Park, opened its doors to students in 2007 and is a 62 acre site on the former MCAS Tustin. ATEP currently has three parking lots.

Study Goals

Saddleback College and Irvine Valley College perceive that there are challenges with their current parking supply and organization. During peak times of use, such as the beginning of the semester, there is insufficient parking for staff and students. In addition, the vehicle circulation at Saddleback College compounds the parking challenges due to the roadway locations on site, conflicts between pedestrians and vehicles in certain locations, and poorly organized intersections. These issues provide a challenge for the Colleges which are trying to provide the best level of service to their staff and students.

The goals of this study are to quantify the perceived parking issues at each campus, provide recommendations for parking management strategies,

and create a tool to allow the District to project the amount of parking needed as each campus continues to grow with increases in student enrollment and new facilities. Specifically, the study will:

- Evaluate existing conditions and identify current parking inventory
- Evaluate current occupancy and utilization for 12-hour periods at the beginning of the school semester, and at the mid-term
- Establish parking requirements for each campus based on a Demand analysis
- Provide recommendations for providing parking alternatives
 - o Identify potential improvements to parking lots to increase parking supply or function
 - o Identify potential locations for any structured parking
- Provide cost analyses for parking alternatives, to be evaluated with Master Planning
- Create a tool to calculate parking quantities to guide future Master Planning efforts

It should be noted that the parking study does not take into account or make any projections in regards to large events that may take place on any of the campuses. The study only focuses on normal academic functions during a Monday through Thursday academic schedule.

Scope of Services

The South Orange County Community College District has engaged Watry Design, Inc. to complete a parking study for Saddleback College, Irvine Valley College, and ATEP. The district-wide parking study will include an analysis of supply, a survey of current uses, and current and projected demand. Projections for future parking needs will be identified based on several different methods of analysis and comparisons to comparable community colleges. Interim and final reports will be created by Watry Design, Inc. and submitted to the College's and the District for their review and use.

The primary purpose of this parking study is to determine recommendations to improve parking at each Campus, and develop a calculation for projecting parking needs to accommodate future growth and development for the Master Plan. The parking study evaluated the existing conditions, determined

primarily through information collected from College representatives, site observations, and meetings with the Stakeholders. The existing conditions information and parking survey data are used to identify key findings and ensuing recommendations.

Parking Inventory and Survey

To identify the current parking inventory and occupancies at each campus, Wiltec Inc. conducted two sessions of parking data collection during the 2016 Spring semester. The first session occurred on Wednesday January 20th and Thursday January 21st, and the second on Wednesday February 17th and Tuesday February 23rd. The goal of collecting two sets of data was to survey and analyze the parking occupancy during the first week of the semester when student attendance is high, and then be able to compare it to the parking occupancy several weeks later during the middle of the semester when student attendance stabilizes. Each collection was a two-day period in order to take into account the academic scheduling of Monday/Wednesday and Tuesday/Thursday classes.

The parking spaces were classified by type during the data collection: Unmarked, Staff/Faculty, 15/30 - minute, Accessible, and Illegally Parked. Saddleback College has a total inventory of 4,140; Irvine Valley College a total inventory of 2,742; ATEP a total inventory of 178. As previously mentioned, there are approximately 110 District employees at Saddleback College. For the purposes of this study those dedicated parking stalls will be removed from the parking supply amount.

The parking occupancy surveys were performed on an hourly basis, beginning at 8am and ending at 8pm. The data is collected per parking lot at each campus, and then for purposes of this study, will also be analyzed per geographic area on the campus.

South Orange County Community College District Master Plan

The current SOCCCD Master Plan was developed in 2011 for the District and Colleges to use to help strategize and meet the needs of each campus in its current condition and through to 2031. The Master Plan also projects

future enrollment growth which directly relates to the programmatic growth on each campus. An updated Education and Facilities Management Plan is scheduled to be completed soon, and the purpose of the District-wide parking study is to assist with providing current data, observations, and analysis in an effort to empower the District with tools that can be used to help make informed decisions regarding the future of each campus' parking and traffic developments.

The 2011 Education and Facilities Master Plan identified several development projects during the next twenty years that will have an impact on parking and traffic at Saddleback College:

- Sciences Building – scheduled to be completed this year
- Gateway Building
- Loop road alignment
- Fine Arts Building
- Lifetime Fitness and Wellness Center
- Renovation of pedestrian pathways
- Athletics Plaza
- New surface parking lots
- Baseball and Softball Fields Improvements
- Parking structure

Irvine Valley College also has similar projects identified for their future development:

- Life Sciences Building (completed)
- Fine Arts Complex
- New surface parking lots
- Barranca Parkway entrance – scheduled to begin this year
- Renovation of the campus entrance plaza
- Parking structure
- Humanities and Languages Building
- New Irvine Center Drive Campus Entry/Exit
- Athletics Stadium

Although these projects were originally identified as future needs for each campus, changes to this vision may change, and it is possible that not all of this development will occur. However, it is a clear indication that the District envisions Saddleback College and Irvine Valley College to grow to be able to accommodate increased enrollment over the years and provide their students and employees with up-to-date learning establishments and exciting environments. As

this parking study will show, parking is already at, or beyond, capacity at each campus. Additional parking and parking management strategies will need to be considered in order to help facilitate the success of future development at each campus. This study will outline tools and strategies to assist in that venture.

3 EXISTING CONDITIONS

to be expanded to secure a total of 10 parking stalls to accomodate the personal vehicles.

Although securing parking stalls for personal vehicles takes them out of the public inventory, it does not reduce the overall inventory since police staff are already utilizing existing parking for their personal vehicles. However, a few parking stalls at each college may be lost in order to physically provide the secured enclosure. The enclosure itself can be a fence or gated assembly, and access can be provided by either card access or an Automatic Vehicle Identification (AVI) system.

Public Transportation

Currently five OCTA bus routes serve the Saddleback College campus. Due to budget reductions by the OCTA and the lack of ridership to the campus, OCTA is considering to eliminate two of the bus routes that serve the campus. Since students and staff/faculty have shown little interest in using public transportation this change in bus routes is not assumed to have an impact on the current parking demands.

Irvine Valley College has three bus routes that serve the campus, one of which comes from the Tustin Metrolink station. Similarly to Saddleback College, the ridership to campus is low. Students and staff at both colleges have not expressed an increased interest in utilizing public transportation; therefore the study does not focus on implementing it as a strategy. The culture in Orange County, especially with the student population, prefers to use their own vehicles for travel.

Parking Areas

A survey was conducted to establish the existing total parking count for Saddleback College, Irvine Valley College, and ATEP. During the survey, some parking lots were inaccessible and could not be surveyed because they were either closed off for construction or for restriping. The following total is what was accessible and surveyed. The surveyed stalls consisted of ADA, student, staff/faculty, visitors, loading, metered, fuel efficient, reserved, police, golf carts, and miscellaneous.

Saddleback College

4,140 total stalls, includes 280 temporary parking stalls and 110 stalls used by District staff.

Irvine Valley College

2,812 total stalls, includes 546 temporary parking stalls

ATEP

178 total stalls.

Parking Permit

Parking permits are required for Saddleback College, Irvine Valley College, and ATEP at all times. Annual and semester parking permits can either be purchased at the time when registering online or separately at a later time through the campus MySite. Parking permits purchased online are mailed out, and a temporary permit, which is valid for two weeks, is available to be printed once the order is placed. The permits are static clinging and must be displayed in the lower corner of the driver’s side windshield. Annual and semester parking permits are valid at Saddleback College, Irvine Valley College, ATEP and in designated student parking areas for Irvine Valley College classes at CSUF-Irvine. In addition, daily permits can also be purchased at kiosk dispensers located throughout the campus. Daily permits are only valid at the campus that they were purchased.

User Groups

In general, there are three types of user groups that utilize the parking facilities at Saddleback College, Irvine Valley College, and ATEP. They are faculty/

staff, students, and visitors. Students are the primary users and the majority of the campus parking areas is dedicated to this group. Student parking is located throughout each campus, and students are not allowed to park in faculty/staff designated lots. Faculty/staff parking is the next largest user group. Similarly, faculty/staff are to park only in designated faculty/staff parking areas located throughout the campus. Visitors are the smallest User group at each campus. Visitors can either park at designated visitor parking stalls, at metered parking (at Saddleback Campus only), or can purchase a daily permit which allows them to park at any designated student parking lot on campus.

Enforcement

Parking is enforced by campus police at Saddleback College, Irvine Valley College, and ATEP at all times. Current parking enforcement method requires the staff to manually locate and check the validity of each permit that is typically located in the lower corner of the windshield nearest to the driver side. Citations are issued for violations to the District’s Traffic and Parking Regulations and are printed and placed on the vehicle’s windshield. Depending on the type of violation, penalties range from \$38.00 to \$250.00. Instructions for payment and appealing the citation are on the printed citation.

Rate Structure

Parking permit is only required for parking a car or motorcycle on campus. The rates are the same for Saddleback College, Irvine Valley College, and ATEP. Fees are broken down by the duration of stay and type of vehicle. The fee breakdowns are as follow:

- Daily parking: \$5, daily permits are available from kiosks
- Student semester parking: \$40
- Student summer parking: \$25
- Student annual parking: \$80, annual student parking permits are only available at the Fall semester
- Student semester motorcycle parking: \$20
- Student summer motorcycle parking: \$10
- Student annual motorcycle parking: \$40
- Faculty annual parking: \$20
- Faculty annual parking: \$40 (full-time, 2016/2017)

- Faculty annual parking: \$20 (part-time, 2016/2017)
- Faculty annual parking: \$60 (full-time, 2017/2018)
- Faculty annual parking: \$30 (part-time, 2017/2018)
- Manager annual parking: \$80
- Staff annual parking: \$40 (full-time)
- Staff annual parking: \$20 (part-time)
- Metered 1 hour: \$1
- Metered 2 hour: \$2

Carpool Designated Parking Stalls

Carpool designated parking stalls were provided at both Saddleback College and Irvine Valley College. In order for students to use these stalls each rider in the vehicle must use and display their parking permit on the dashboard of the vehicle. It was found that Students were trading their permits back and forth and not truly carpooling. Due to the carpool parking stalls being used improperly, along with infrequent carpooling, the parking stalls were converted to regular Student parking. Carpooling is not found to be in high demand or widely used at the Colleges, and therefore it is not recommended to bring the program back. The parking stalls are better utilized as standard parking stalls. However if new parking is created at the Colleges, the California Green Building Code requires a certain quantity of parking stalls be designated for any combination of low-emitting, fuel-efficient, and carpool/vanpool vehicles. This quantity of parking stalls can be up to 8% of the total parking spaces provided. Note, that these stalls can be used for certain hybrid vehicles and electric vehicles, and not just for carpool vehicles. In addition, these stalls do not need to be equipped with electric vehicle charging stations to accommodate the electric vehicles.

Police Vehicle Parking

Interest was expressed in providing secured parking for police vehicles and for the personally owned vehicles of police staff at Saddleback College and Irvine Valley College. Doing so adds an additional level of safety and security for police property, vehicles, and for the police department staff. It is estimated that Saddleback College would need to secure approximately 20 parking stalls for their 7 police vehicles and various personal vehicles. Irvine Valley College already has a secured area for their 6 police vehicles; this area would need

Parking Survey

Two sessions of parking data collection were conducted for the 2016 spring semester. The first set occurred on Wednesday January 20th and Thursday January 21st, which is the first week of the semester. This reflects the peak attendance and highest parking demand for the semester. The second set of survey occurred on Wednesday February 17th and Tuesday February 23rd, which is closure to the middle of the semester. The data collected from these dates reflect the parking demand when attendance on campus has a tendency to decline. Each collection was a two-day period in order to take into account of the academic scheduling of Monday/Wednesday and Tuesday/Thursday classes.

Saddleback College

Date:	Wednesday January 20, 2016															
Space Type	Handicapped	Unmarked	Staff / Faculty	30-min	Loading	Reserved	Construction	20-min	Reserved (Golf)	15-min	Police	Maintenance Vehicles	Illegally Pkd	Metered	2-hr Metered	TOTAL
Inventory	127	3027	793	6	0	18	0	13	43	8	7	14	0	27	21	4104
800-900	39	1695	516	0	0	9	5	2	0	3	2	12	2	8	21	2314
900-1000	77	2848	642	3	1	13	5	4	6	3	1	13	8	27	21	3672
1000-1100	75	2997	676	3	1	14	5	2	19	3	1	13	4	27	21	3861
1100-1200	76	3019	695	2	4	15	5	0	30	4	0	14	3	26	21	3914
1200-100	64	2727	671	2	1	13	5	0	27	2	1	14	4	27	21	3579
100-200	69	2541	651	2	3	13	5	3	23	1	3	15	5	27	16	3377
200-300	69	2369	600	1	3	12	5	1	18	5	3	11	4	21	15	3137
300-400	43	1946	553	1	3	7	5	1	20	2	3	8	3	16	15	2626
400-500	44	1773	495	2	2	4	5	1	20	3	3	12	3	5	19	2391
500-600	38	1662	392	1	1	1	5	4	12	1	3	11	3	17	21	2172
600-700	42	1678	294	0	0	0	4	0	1	1	2	14	3	18	18	2075
700-800	28	1838	274	0	0	0	0	0	0	0	2	15	3	17	21	2198

Note: Some lots were inaccessible during survey

Saddleback College

Date:	Thursday January 21, 2016															
Space Type	Handicapped	Unmarked	Staff / Faculty	30-min	Loading	Reserved	Construction	20-min	Reserved (Golf)	15-min	Police	Maintenance Vehicles	Illegally Pkd	Metered	2-hr Metered	TOTAL
Inventory	127	3027	793	6	0	18	0	13	43	8	7	14	0	27	21	4104
800-900	37	1851	446	2	0	14	3	0	0	3	0	10	1	8	15	2390
900-1000	55	2755	616	2	0	14	7	0	11	2	0	12	1	22	19	3516
1000-1100	68	2957	638	2	0	15	7	4	19	4	0	12	0	26	18	3770
1100-1200	68	2885	674	2	0	12	2	3	15	2	0	14	2	26	21	3726
1200-100	65	2731	655	4	0	9	3	1	11	4	0	14	0	22	20	3539
100-200	52	2385	645	0	0	11	7	0	12	2	1	12	3	27	20	3177
200-300	38	2099	597	2	0	11	7	0	13	1	1	12	3	27	10	2821
300-400	35	1889	534	2	0	14	3	0	15	2	1	10	1	15	11	2532
400-500	28	1583	445	0	0	7	7	0	9	1	1	4	0	13	12	2110
500-600	16	1398	296	0	0	2	7	3	13	0	1	0	0	18	10	1764
600-700	15	1431	219	1	0	2	5	1	3	0	0	0	0	13	17	1707
700-800	16	1482	216	1	0	2	7	0	0	1	0	1	0	16	18	1760

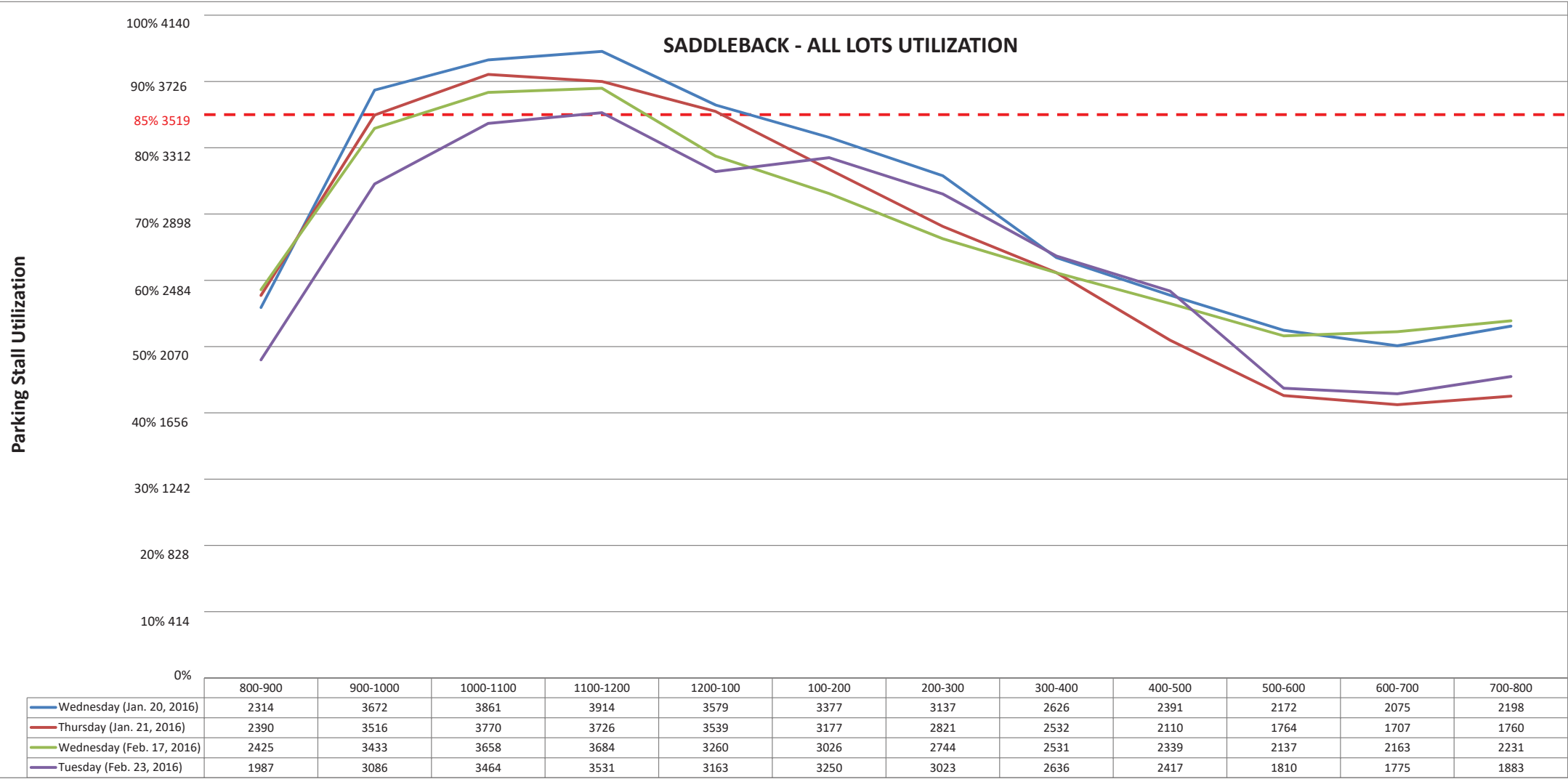
Note: Some lots were inaccessible during survey

Saddleback College

Date:	Wednesday February 17, 2016															
Space Type	Handicapped	Unmarked	Staff / Faculty	30-min	Loading	Reserved	Construction	20-min	Reserved (Golf)	15-min	Police	Maintenance Vehicles	Illegally Pkd	Metered	2-hr Metered	TOTAL
Inventory	134	3064	783	6	1	18	0	13	43	8	7	15	0	27	21	4140
800-900	37	1872	468	2	0	9	0	1	3	1	2	12	1	5	12	2425
900-1000	60	2665	626	2	1	9	0	1	7	4	3	14	2	18	21	3433
1000-1100	73	2853	650	2	1	9	0	2	4	2	3	12	2	25	20	3658
1100-1200	68	2870	661	2	0	12	0	0	1	2	3	12	5	27	21	3684
1200-100	69	2476	640	2	0	8	0	0	2	2	2	14	4	25	16	3260
100-200	57	2287	618	2	0	9	0	1	2	1	2	12	3	18	14	3026
200-300	58	2032	594	2	0	10	0	1	2	1	4	11	1	17	11	2744
300-400	52	1867	557	0	0	8	0	2	2	1	3	8	0	23	8	2531
400-500	51	1725	514	1	0	4	0	0	1	0	4	8	0	18	13	2339
500-600	43	1675	373	2	0	1	0	2	1	0	4	5	0	16	15	2137
600-700	37	1739	338	2	0	2	0	0	0	0	4	13	0	12	16	2163
700-800	39	1789	357	0	0	0	0	0	0	0	4	14	0	14	14	2231

Saddleback College

Date:	Tuesday February 23, 2016															
Space Type	Handicapped	Unmarked	Staff / Faculty	30-min	Loading	Reserved	Construction	20-min	Reserved (Golf)	15-min	Police	Maintenance Vehicles	Illegally Pkd	Metered	2-hr Metered	TOTAL
Inventory	134	3064	783	6	1	18	0	13	43	8	7	15	0	27	21	4140
800-900	19	1482	419	1	0	13	0	2	1	1	4	10	5	9	21	1987
900-1000	47	2382	572	3	0	14	0	0	0	1	4	14	3	25	21	3086
1000-1100	60	2695	619	2	0	14	0	1	2	1	4	14	6	25	21	3464
1100-1200	66	2741	629	2	1	14	0	2	1	2	4	15	6	27	21	3531
1200-100	54	2416	614	1	0	9	0	1	1	1	3	14	6	22	21	3163
100-200	56	2494	625	1	0	10	0	0	3	1	3	11	4	27	15	3250
200-300	50	2326	575	1	0	11	0	0	3	1	2	10	5	27	12	3023
300-400	33	2024	521	2	0	9	0	1	4	1	2	10	3	16	10	2636
400-500	30	1877	463	1	0	6	0	1	2	1	2	10	3	15	6	2417
500-600	31	1428	309	2	0	5	0	5	0	0	2	5	2	13	8	1810
600-700	32	1429	278	1	0	1	0	0	1	1	2	4	2	12	12	1775
700-800	31	1513	297	1	1	1	0	0	1	1	3	3	2	12	17	1883



Irvine Valley College

Date:	Wednesday January 20, 2016													
Space Type	Handicapped	Unmarked	Staff / Faculty	Visitor	Loading	30-min	Reserved (Fuel Efficient Vehicles)	Reserved (Other)	Police	Golf Carts	Misc	Health Ctr		TOTAL
Inventory	67	2316	350	2	3	40	15	9	6	0	0	1		2809
800-900	25	1191	290	0	0	30	1	8	6	0	5	0		1556
900-1000	30	1719	316	0	2	32	10	7	5	0	5	1		2127
1000-1100	41	1994	332	2	4	37	9	8	3	0	4	1		2435
1100-1200	43	2163	347	1	9	37	10	7	2	0	3	1		2623
1200-100	36	2152	333	0	9	35	10	8	1	0	5	1		2590
100-200	36	2131	344	0	20	30	10	7	1	0	4	1		2584
200-300	24	1775	325	1	5	30	5	6	3	0	3	2		2179
300-400	19	1537	302	1	12	30	7	6	4	0	4	3		1925
400-500	18	1548	292	1	10	30	5	6	6	0	Gate Closed	2		1918
500-600	26	1473	231	2	2	30	10	5	5	0	Gate Closed	1		1785
600-700	22	1479	219	2	4	26	11	5	5	0	Gate Closed	0		1773
700-800	22	1609	213	2	1	27	10	5	4	0	Gate Closed	1		1894

Note: Some lots were inaccessible during survey

Irvine Valley College

Date:	Thursday January 21, 2016													
Space Type	Handicapped	Unmarked	Staff / Faculty	Visitors	Loading	30-min	Reserved (Fuel Efficient Vehicles)	Reserved (Other)	Police	Golf Carts	Misc	Health Ctr		TOTAL
Inventory	67	2316	350	2	3	40	15	9	6	0	0	1		2809
800-900	14	1227	209	1	4	22	15	8	6	0	5	0		1511
900-1000	20	1736	297	1	3	28	15	8	5	0	2	1		2116
1000-1100	24	2057	334	1	5	28	15	8	4	0	3	1		2480
1100-1200	26	2112	335	1	9	32	15	8	6	0	3	1		2548
1200-100	24	1907	339	0	8	29	14	7	3	0	2	1		2334
100-200	27	1955	331	0	8	28	14	7	5	0	1	1		2377
200-300	31	1791	338	0	8	29	15	8	6	0	4	1		2231
300-400	19	1738	323	0	11	25	15	8	6	0	3	1		2149
400-500	14	1444	271	0	10	22	13	8	5	0	Gate Closed	1		1788
500-600	9	1387	213	0	9	29	14	8	4	0	Gate Closed	1		1674
600-700	8	1400	202	0	9	29	13	8	5	0	Gate Closed	0		1674
700-800	16	1258	193	0	4	22	10	8	5	0	Gate Closed	0		1516

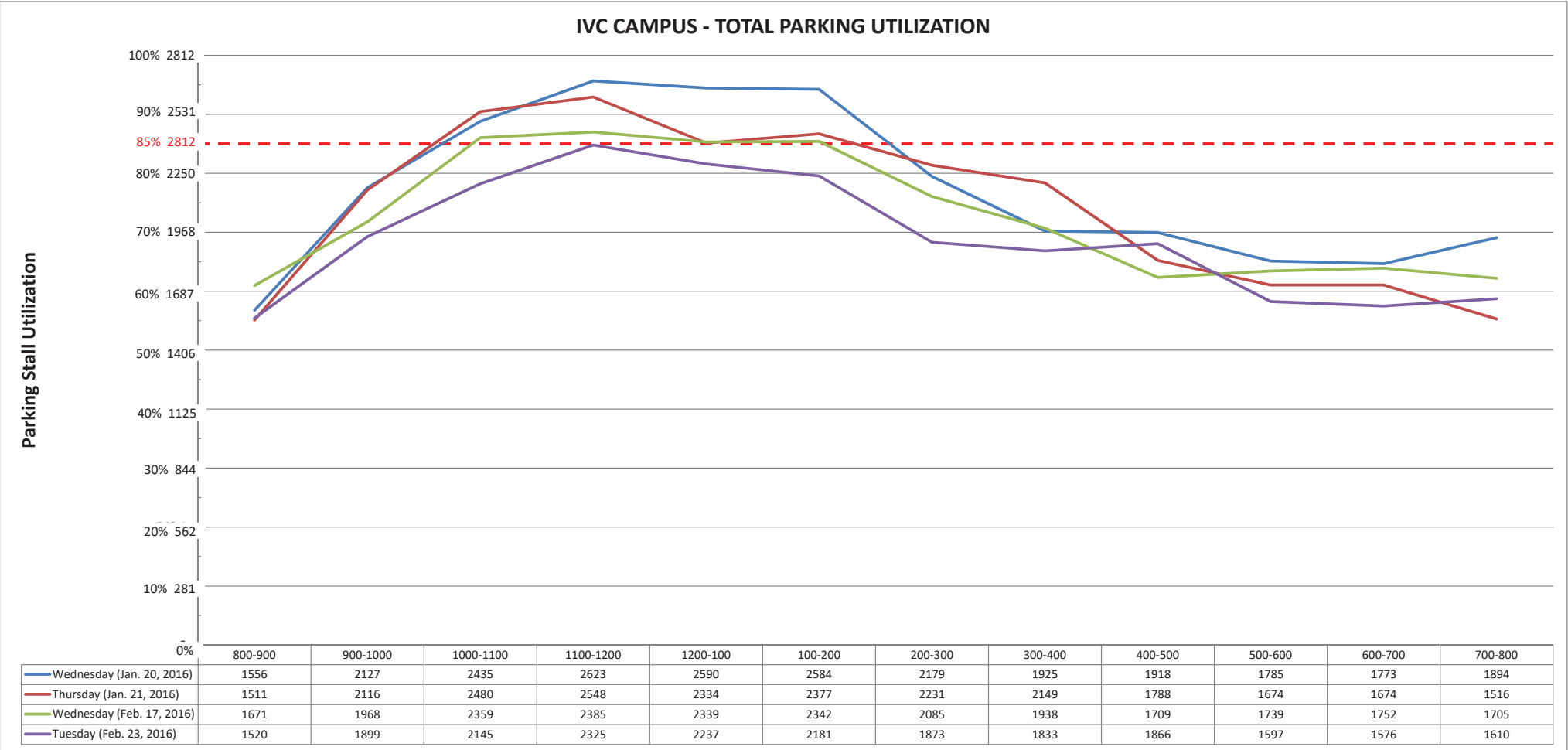
Note: Some lots were inaccessible during survey

Irvine Valley College

Date:	Tuesday February 23, 2016													
Space Type	Handicapped	Unmarked	Staff / Faculty	Visitors	Loading	30-min	Reserved (Fuel Efficient Vehicles)	Reserved (Other)	Police	Golf Carts	Misc	Health Ctr		TOTAL
Inventory	67	2316	350	2	6	40	15	9	6	0	0	1		2812
800-900	18	1234	225	0	4	8	14	7	4	0	6	0		1520
900-1000	20	1549	282	0	5	13	14	7	4	0	4	1		1899
1000-1100	23	1752	316	0	3	20	15	8	4	0	3	1		2145
1100-1200	29	1900	335	0	6	25	15	7	5	0	2	1		2325
1200-100	24	1826	331	0	3	23	14	7	5	0	3	1		2237
100-200	25	1780	331	1	7	9	14	4	5	0	4	1		2181
200-300	21	1498	308	0	4	11	15	5	5	0	5	1		1873
300-400	20	1470	294	0	6	11	15	6	5	0	5	1		1833
400-500	22	1533	258	0	5	23	14	6	4	0	Gate Closed	1		1866
500-600	15	1341	201	0	4	15	9	7	4	0	Gate Closed	1		1597
600-700	14	1335	181	0	3	22	10	7	4	0	Gate Closed	0		1576
700-800	16	1377	175	0	1	17	13	7	4	0	Gate Closed	0		1610

Irvine Valley College

Date:	Wednesday February 17, 2016													
Space Type	Handicapped	Unmarked	Staff / Faculty	Visitor	Loading	30-min	Reserved (Fuel Efficient Vehicles)	Reserved (Other)	Police	Golf Carts	Misc	Health Ctr		TOTAL
Inventory	67	2316	350	2	6	40	15	9	6	0	0	1		2812
800-900	22	1375	227	0	6	8	15	6	4	0	8	0		1671
900-1000	23	1619	277	0	6	11	15	6	5	0	5	1		1968
1000-1100	29	1962	315	1	2	18	15	6	5	0	5	1		2359
1100-1200	26	1962	333	1	5	24	15	6	5	0	7	1		2385
1200-100	21	1925	327	1	10	23	14	6	5	0	6	1		2339
100-200	24	1934	325	1	8	20	15	5	4	0	5	1		2342
200-300	24	1697	309	1	9	18	14	4	4	0	4	1		2085
300-400	21	1548	315	1	11	14	13	4	5	0	5	1		1938
400-500	14	1371	283	0	7	13	13	3	4	0	Gate Closed	1		1709
500-600	11	1399	271	0	14	22	14	2	5	0	Gate Closed	1		1739
600-700	16	1467	219	0	5	25	12	3	4	0	Gate Closed	1		1752
700-800	14	1447	200	0	3	23	10	3	5	0	Gate Closed	0		1705



ATEP

Date:	Wednesday January 20, 2016							
Space Type	Handicapped	Unmarked	Staff / Faculty	30-min	Police	District Vehicle		TOTAL
Inventory	10	156	8	2	1	1		178
800-900	0	19	5	0	0	0		24
900-1000	0	3	6	0	0	0		9
1000-1100	0	14	8	0	0	1		23
1100-1200	0	19	7	0	0	1		27
1200-100	0	19	6	1	0	1		27
100-200	0	2	6	0	0	1		9
200-300	0	8	7	0	0	1		16
300-400	0	0	7	0	0	1		8
400-500	0	44	7	0	0	1		52
500-600	0	36	4	0	0	1		41
600-700	1	29	6	0	0	1		37
700-800	1	45	8	1	0	0		55

ATEP

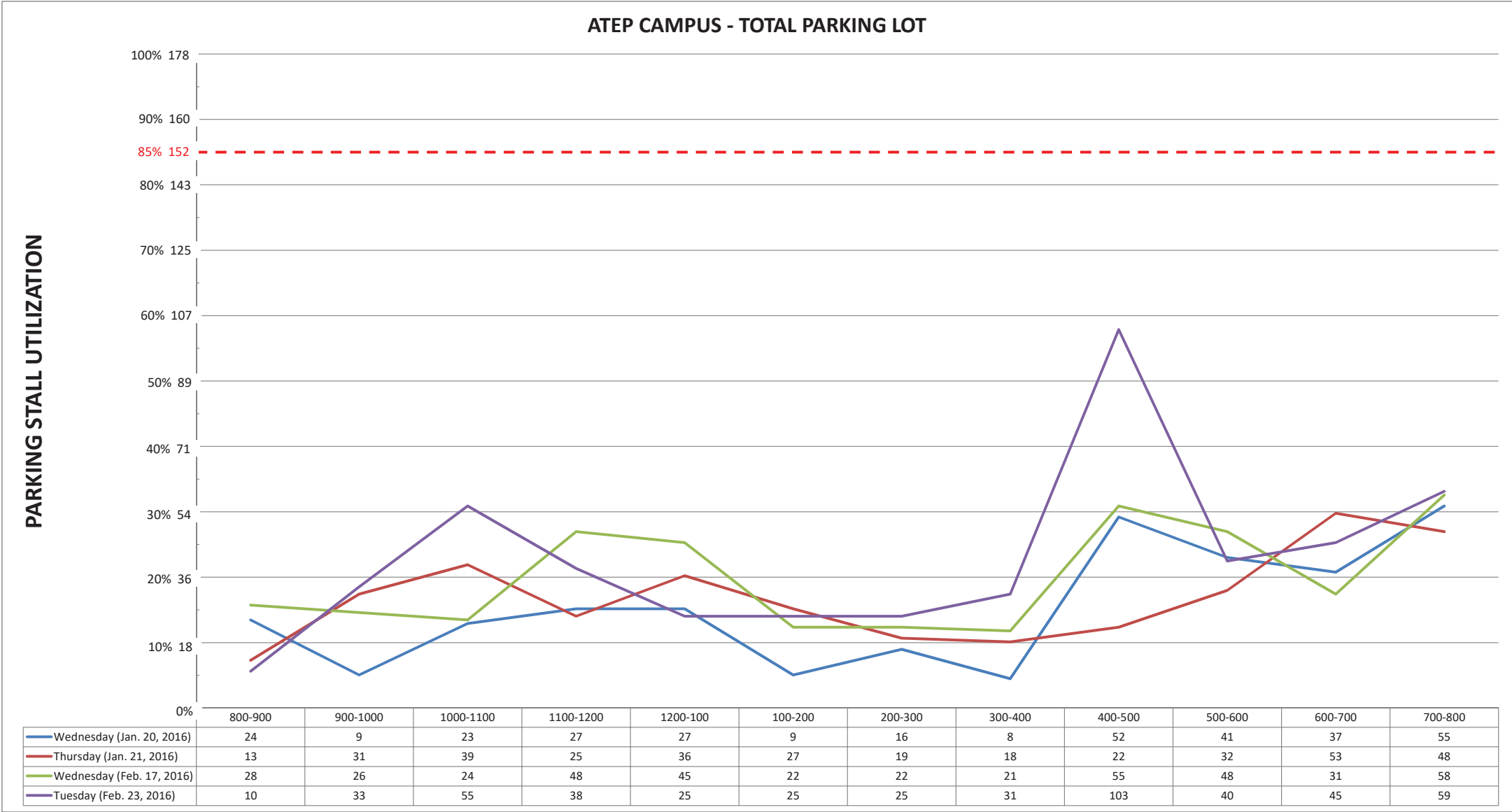
Date:	Wednesday February 17, 2016							
Space Type	Handicapped	Unmarked	Staff / Faculty	30-min	Police	District Vehicle		TOTAL
Inventory	10	156	8	2	1	1		178
800-900	0	23	5	0	0	0		28
900-1000	0	20	6	0	0	0		26
1000-1100	0	18	6	0	0	0		24
1100-1200	0	38	7	3	0	0		48
1200-100	0	35	8	2	0	0		45
100-200	0	16	5	1	0	0		22
200-300	0	14	8	0	0	0		22
300-400	0	14	7	0	0	0		21
400-500	0	14	41	0	0	0		55
500-600	0	31	17	0	0	0		48
600-700	1	24	6	0	0	0		31
700-800	1	38	19	0	0	0		58

ATEP

Date:	Thursday January 21, 2016							
Space Type	Handicapped	Unmarked	Staff / Faculty	30-min	Police	District Vehicle		TOTAL
Inventory	10	156	8	2	1	1		178
800-900	0	8	5	0	0	0		13
900-1000	0	25	6	0	0	0		31
1000-1100	0	30	7	2	0	0		39
1100-1200	0	18	7	0	0	0		25
1200-100	0	29	7	0	0	0		36
100-200	0	20	7	0	0	0		27
200-300	0	11	8	0	0	0		19
300-400	0	10	8	0	0	0		18
400-500	1	13	8	0	0	0		22
500-600	0	24	8	0	0	0		32
600-700	0	44	8	1	0	0		53
700-800	0	38	8	2	0	0		48

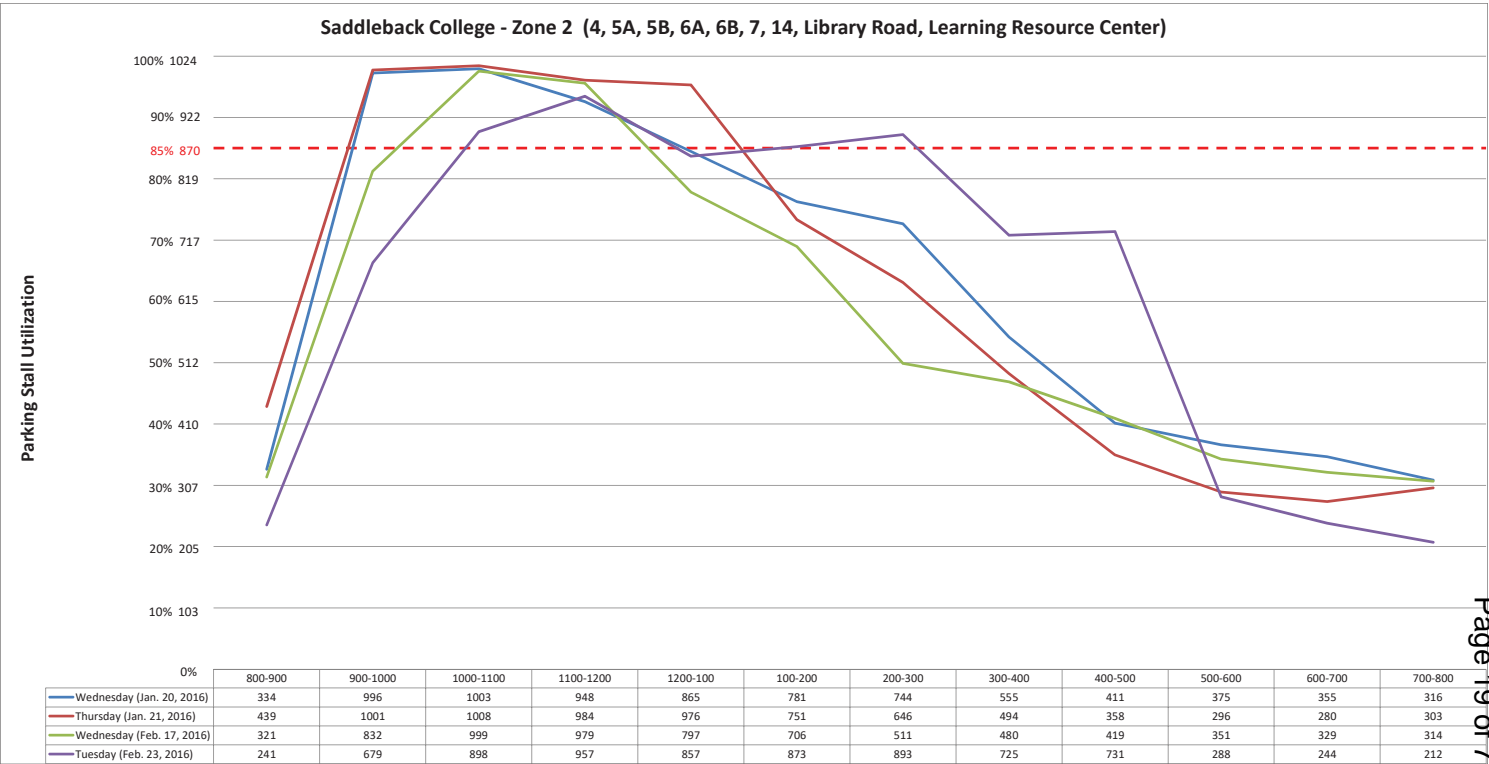
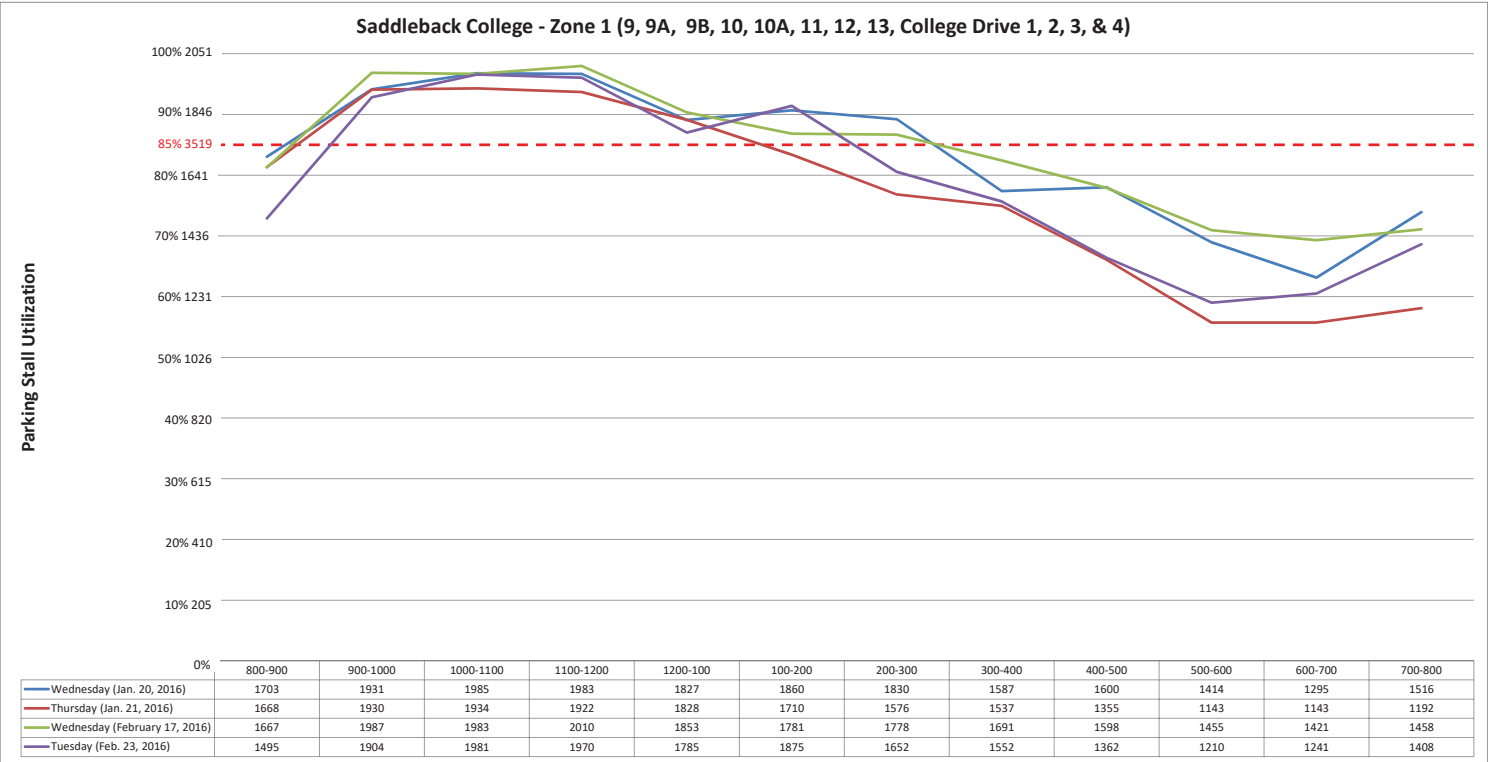
ATEP

Date:	Tuesday February 23, 2016							
Space Type	Handicapped	Unmarked	Staff / Faculty	30-min	Police	District Vehicle		TOTAL
Inventory	10	156	8	2	1	1		178
800-900	0	6	3	0	0	1		10
900-1000	0	26	6	0	0	1		33
1000-1100	0	48	6	0	0	1		55
1100-1200	0	34	3	0	0	1		38
1200-100	0	20	4	0	0	1		25
100-200	0	18	5	1	0	1		25
200-300	0	19	4	1	0	1		25
300-400	0	24	5	1	0	1		31
400-500	0	95	7	0	0	1		103
500-600	0	36	3	0	0	1		40
600-700	0	38	6	1	0	0		45
700-800	0	53	6	0	0	0		59



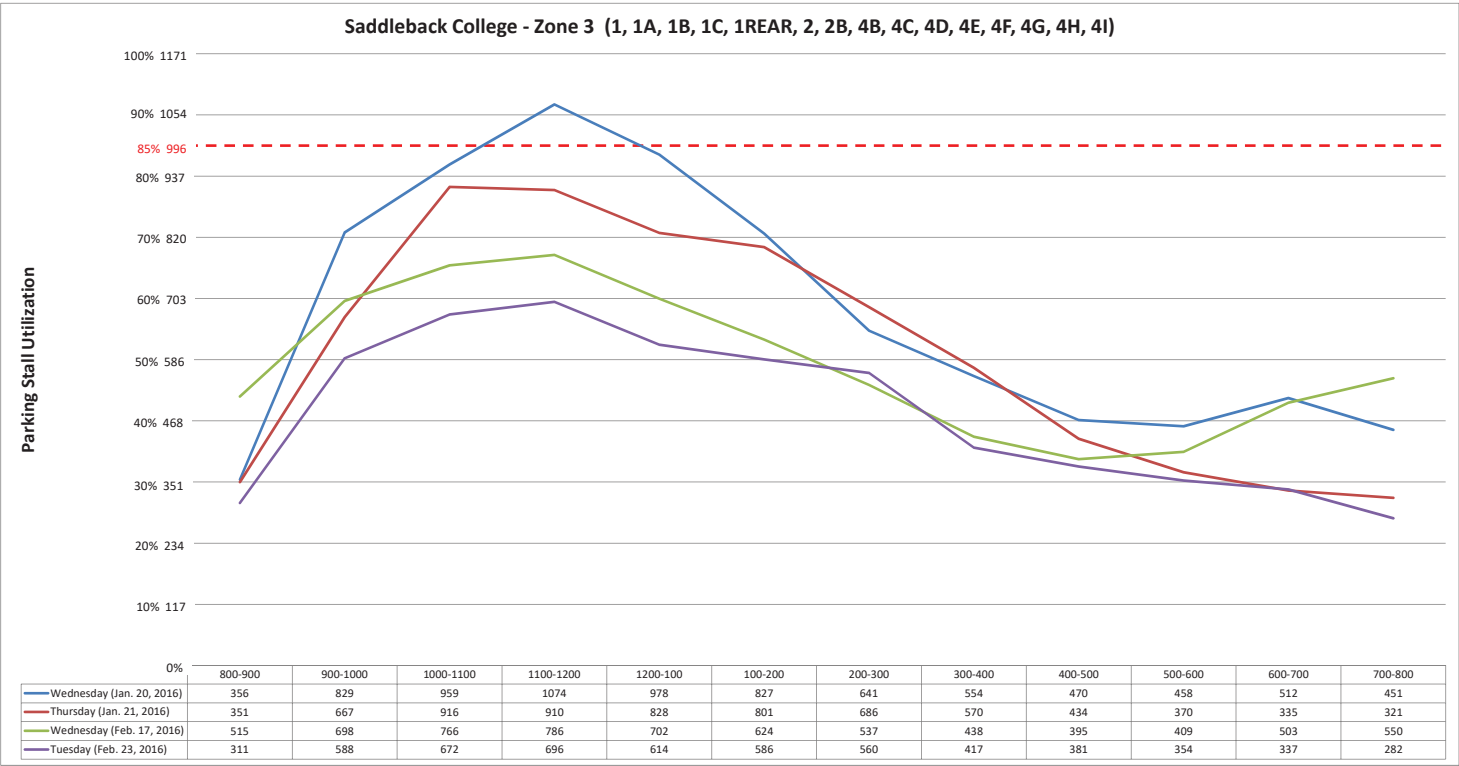
Saddleback College

Saddleback College has 15 parking lots and street parking along College Drive West. Although there are 15 distinct parking lots, parking is grouped into three geographic areas on campus: the northwest, northeast, and south. Typically, parking is considered full at 85% capacity. The data collected from the survey indicates that all of the parking lots are beyond maximum capacity for the first week of class, and for the most part of the middle of the semester. The peak time of use is between 9 AM to 3 PM. The south region is the only area that does not reach full capacity during the Tuesday/ Thursday session for the first week of class and the middle part of the semester. This is due to their location down the hill and the remoteness of the lots from the center of the campus.



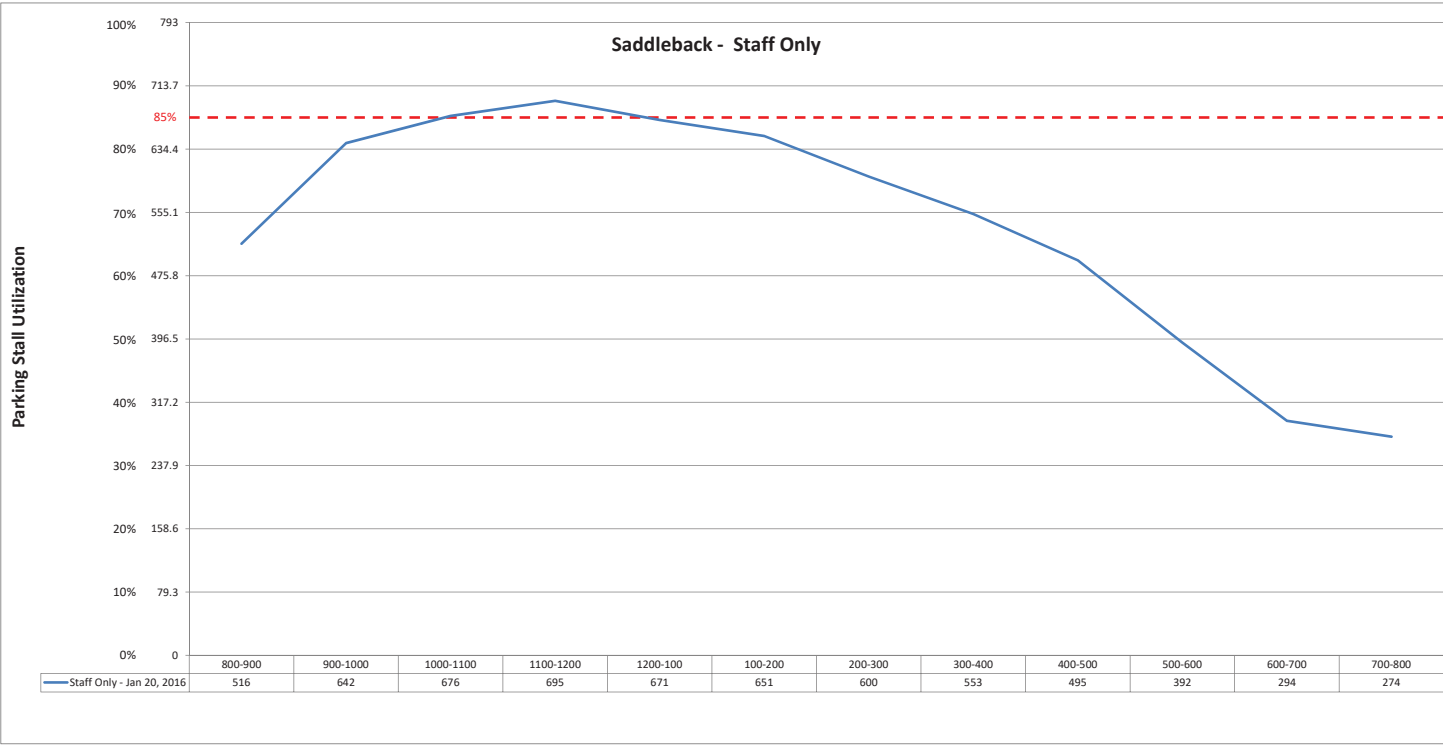
Zone Key Plan





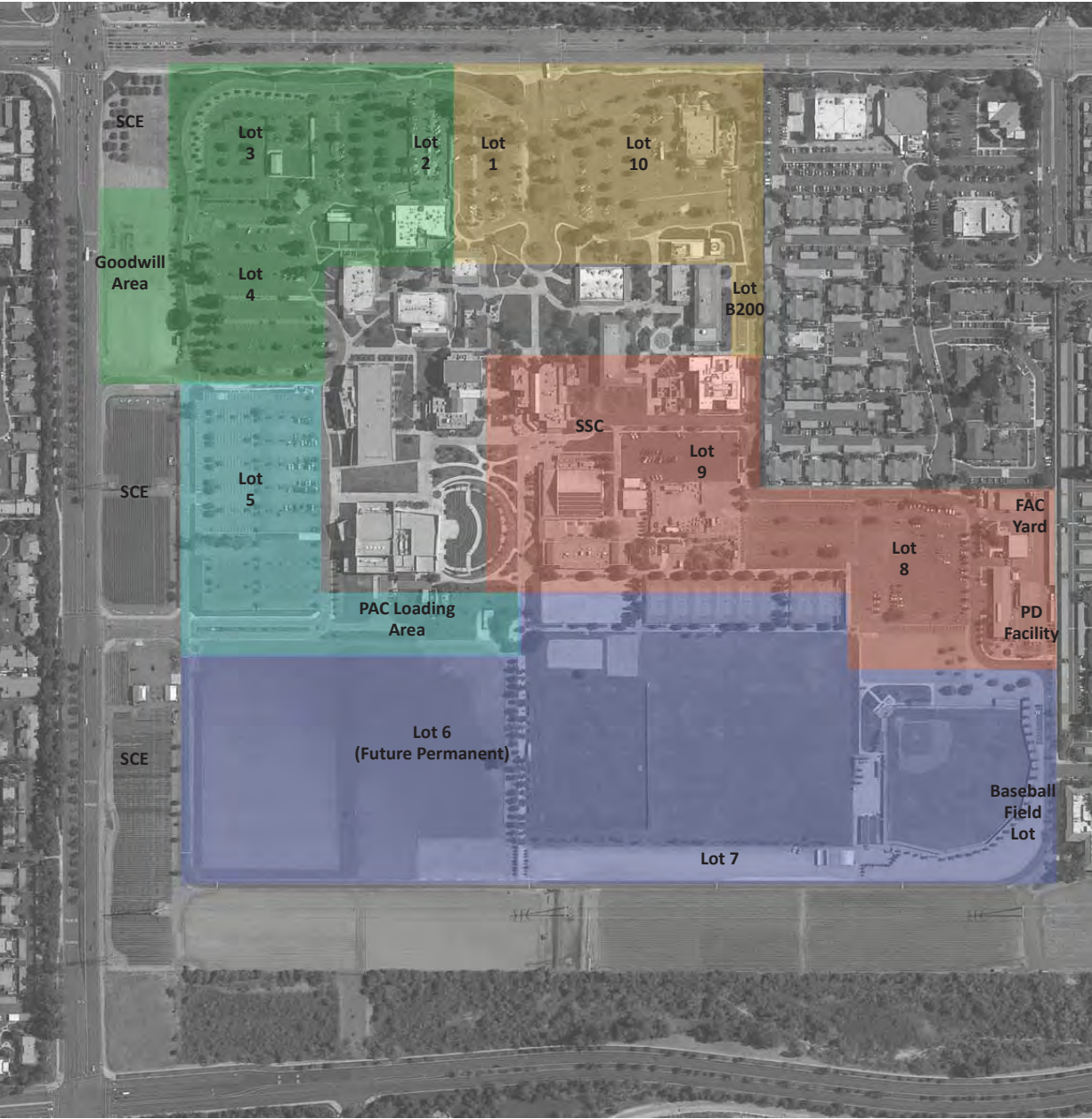
Staff/Faculty Parking

The data collected from the survey also indicate that there is a small shortage of staff/faculty parking spaces throughout the semester. Staff/faculty is beyond 85% full capacity between 10 AM to about 12:30 PM. The total stall count at peak time can reach up to 695 stalls.

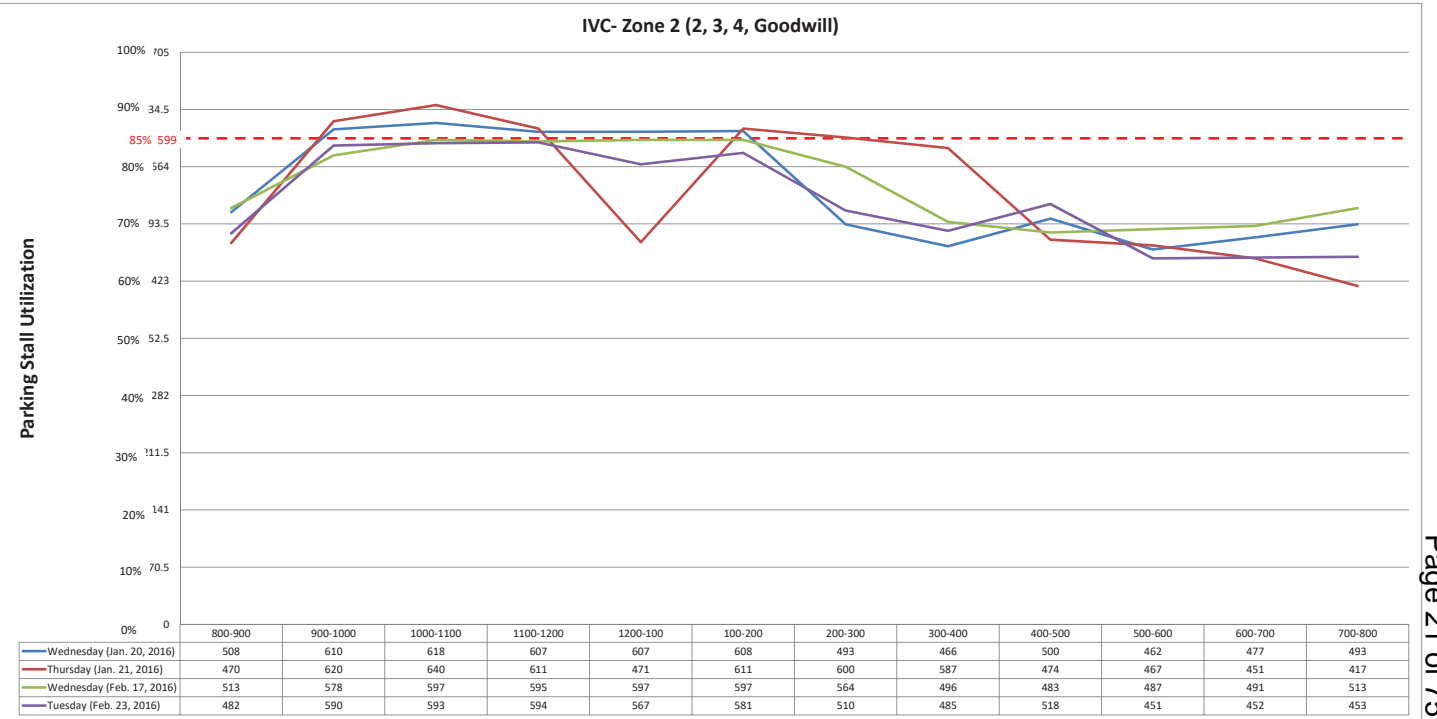
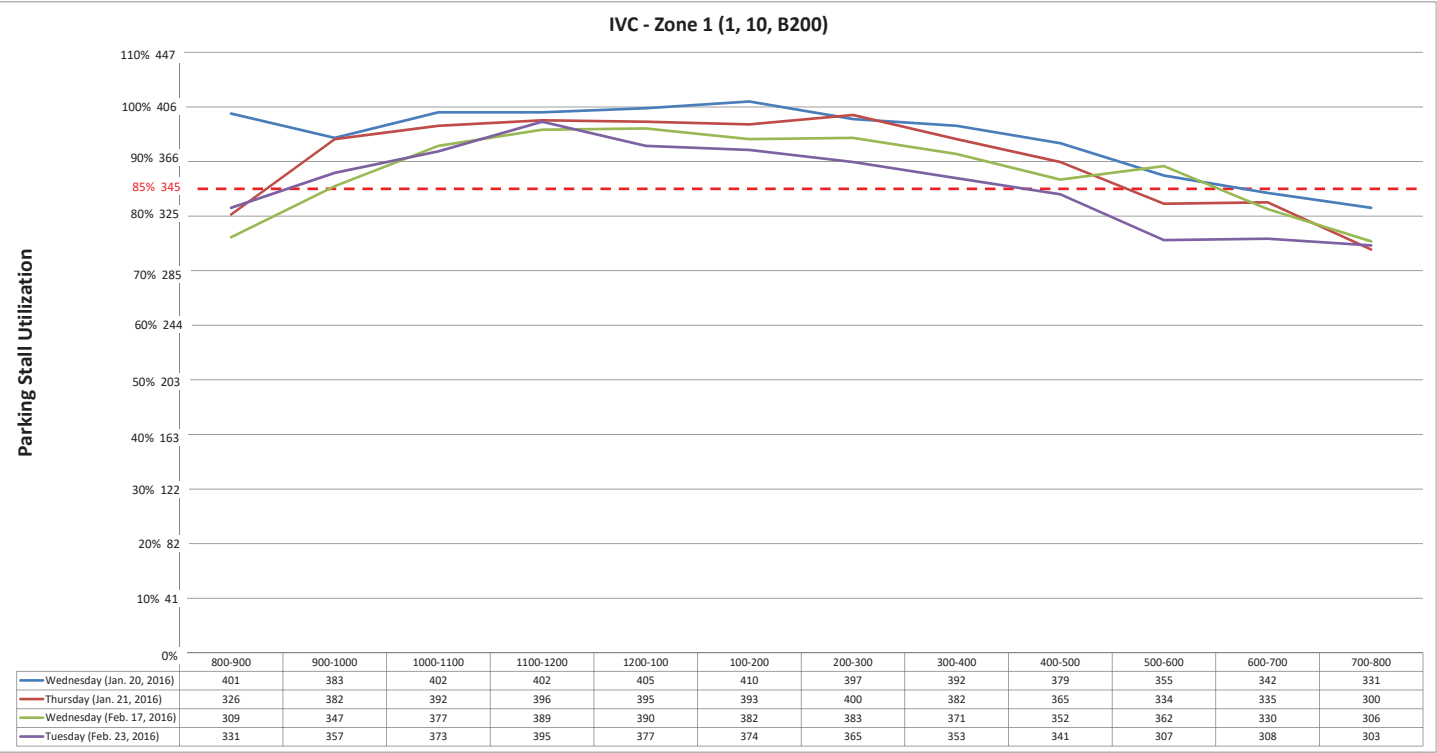
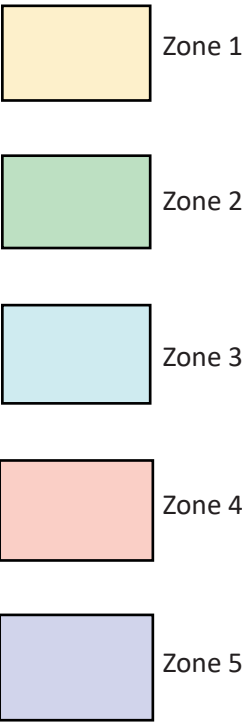


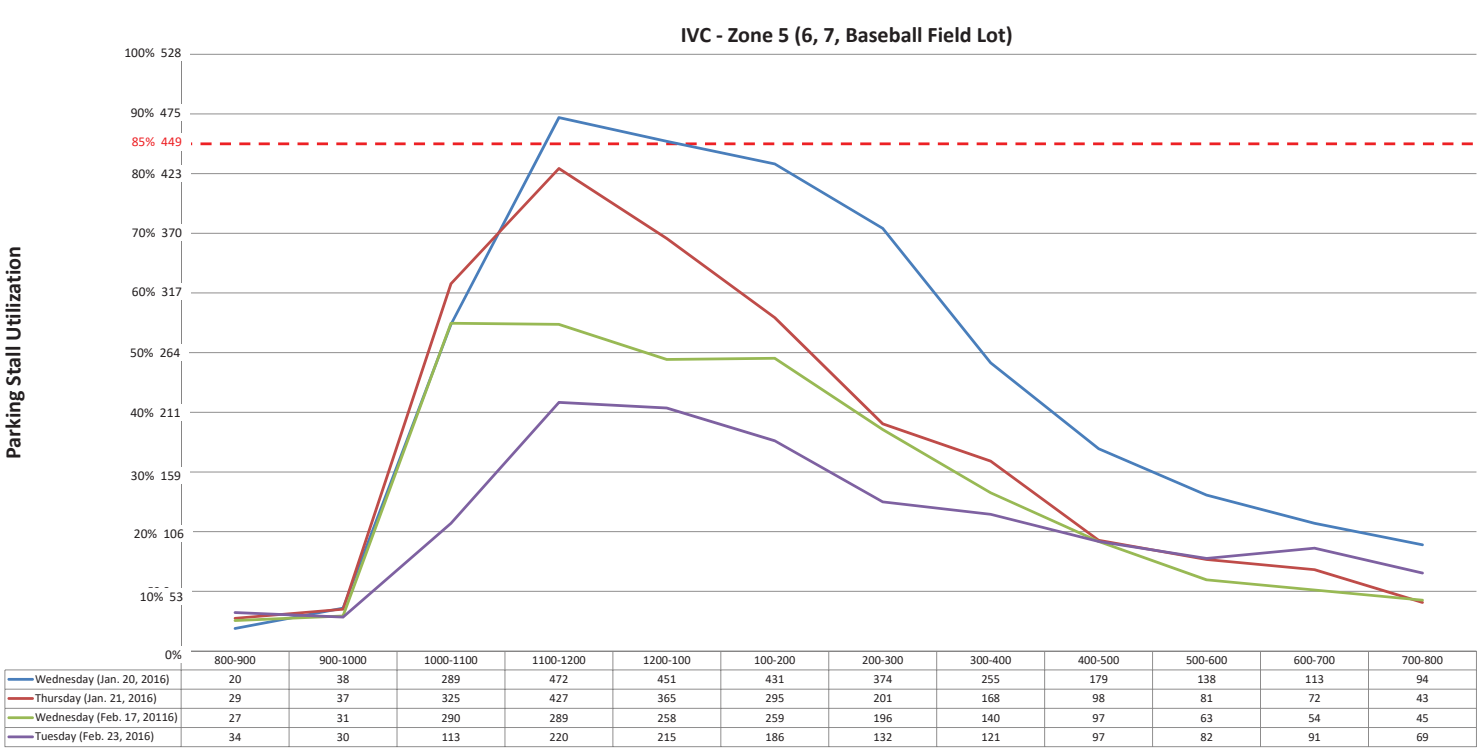
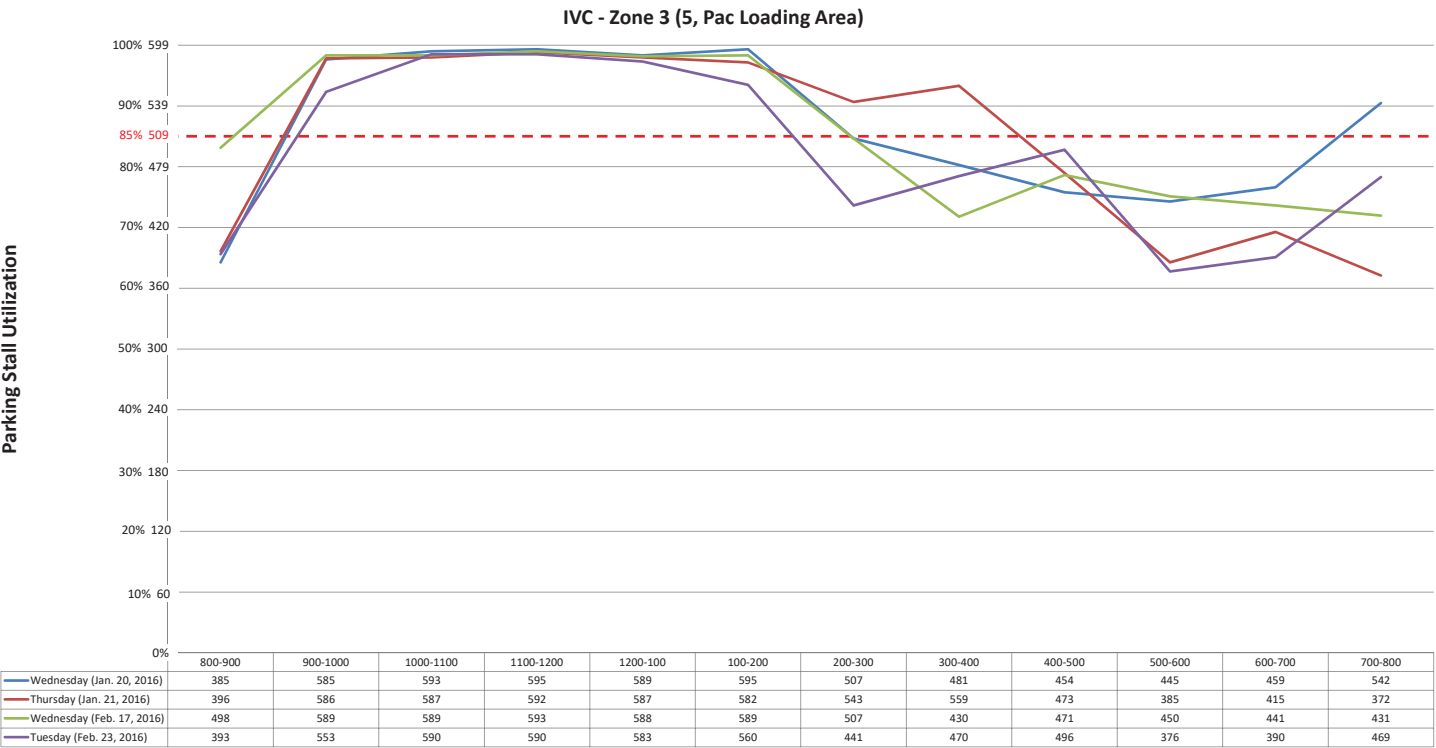
Irvine Valley College

Irvine Valley College has 17 parking lots located throughout the campus. Similar to Saddleback College, these parking lots are grouped into five areas on Campus. The data collected indicates that Irvine Valley College is beyond the 85% full capacity threshold for both the first week of class and the middle part of the semester for Zone 1 through 4. Zone 5 does extend beyond the 85% capacity on the Monday/Wednesday session during the first week of class but decreases as the semester goes on. Zone1 through 4 are beyond capacity due their proximity to the center of the campus, but the parking demand in Zone 5 decreases because of its remoteness.



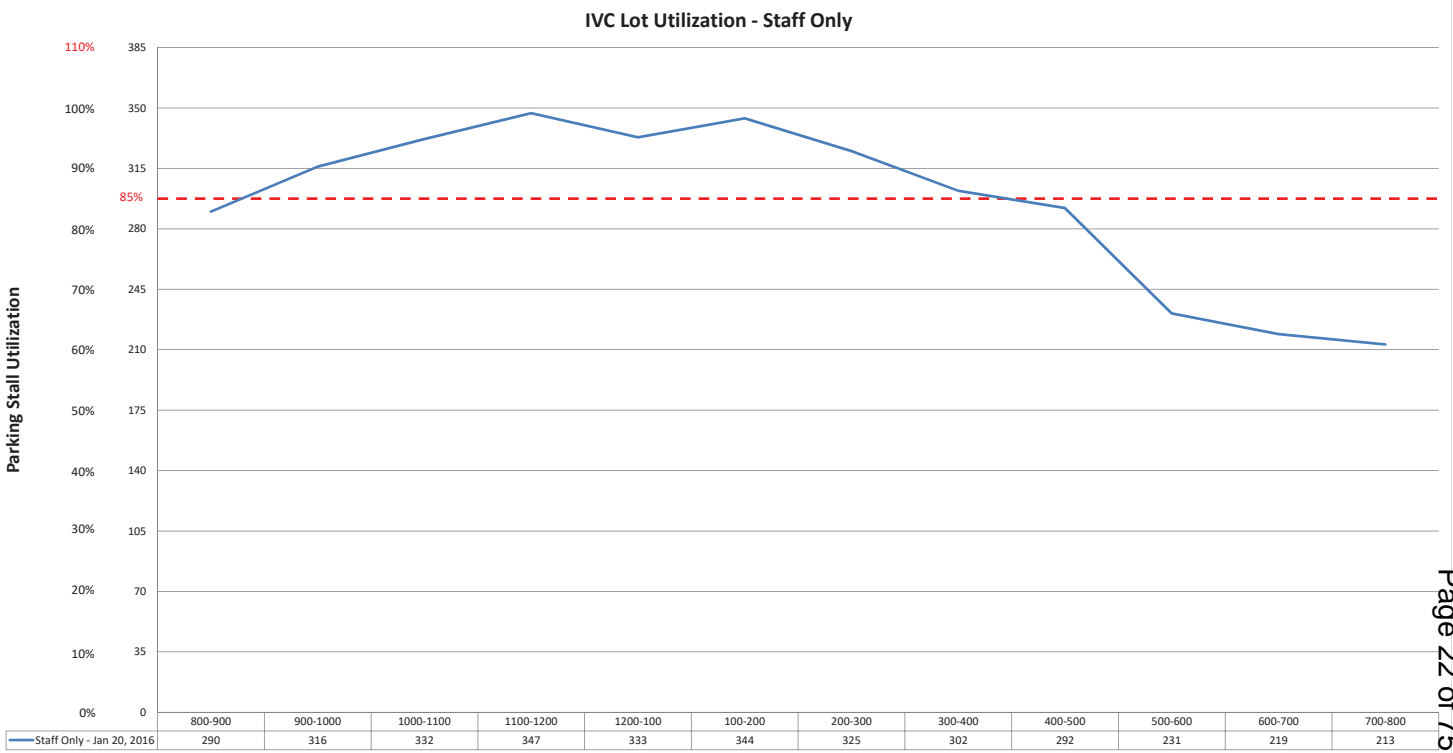
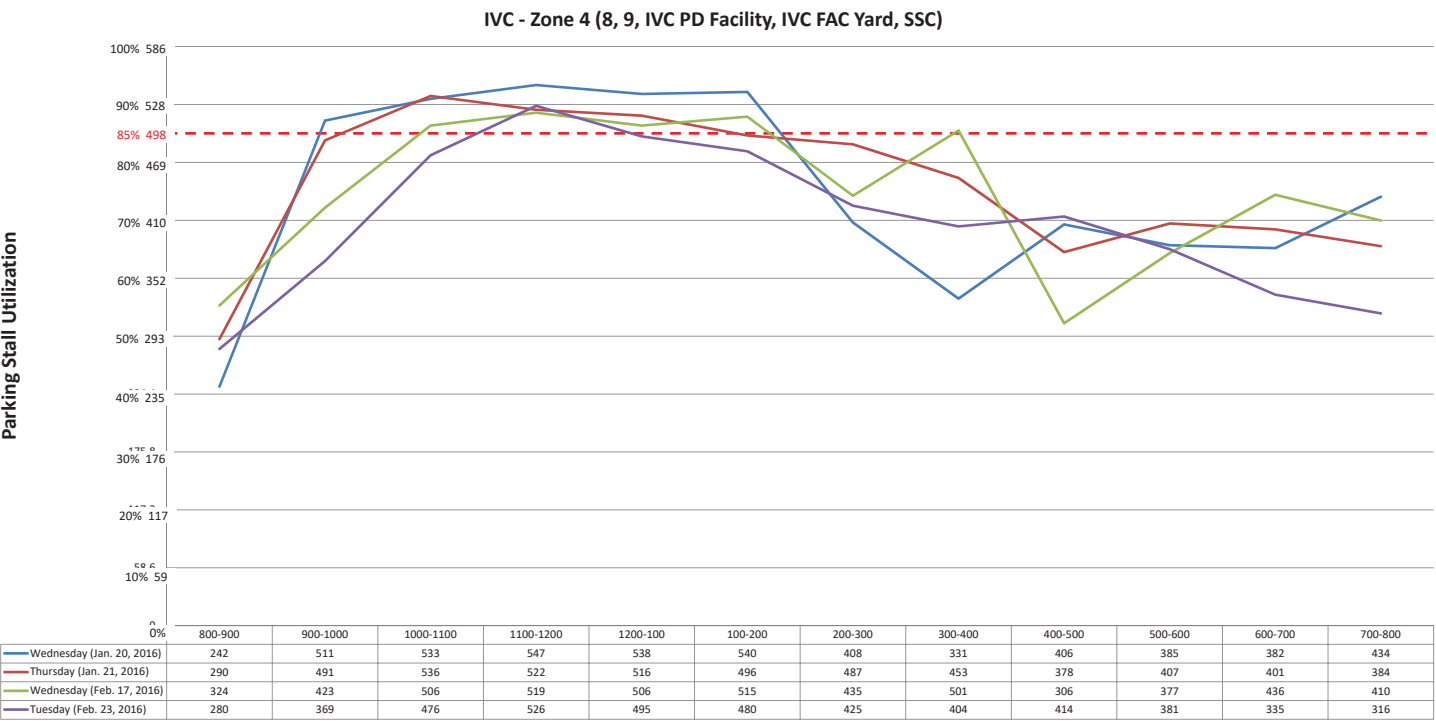
Zone Key Plan





Staff/Faculty Parking

The data collected from the survey also indicate that there is a shortage of staff/faculty parking spaces throughout the semester. Staff/faculty is beyond 85% full capacity between 8 AM to about 4 PM. The total stall count at peak time can reach up to 347 stalls.

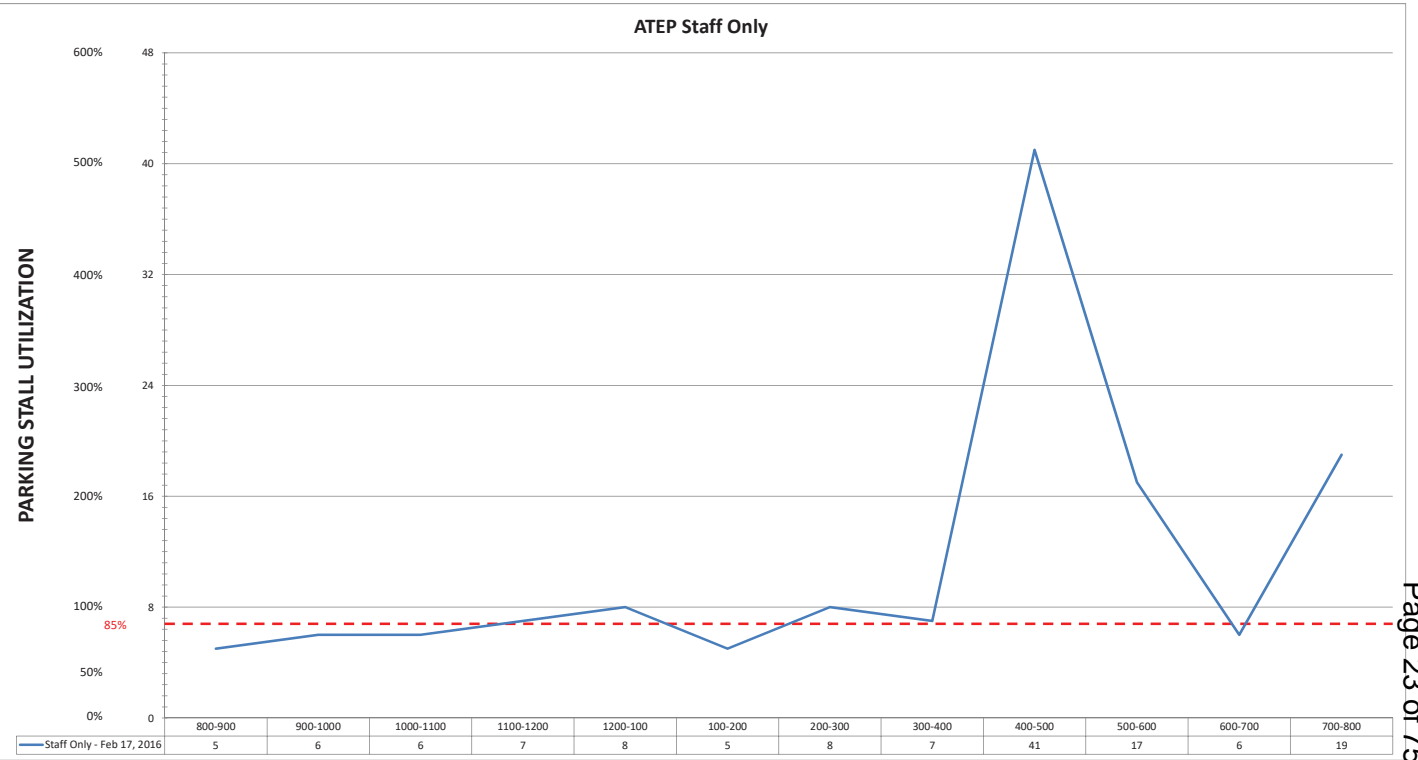
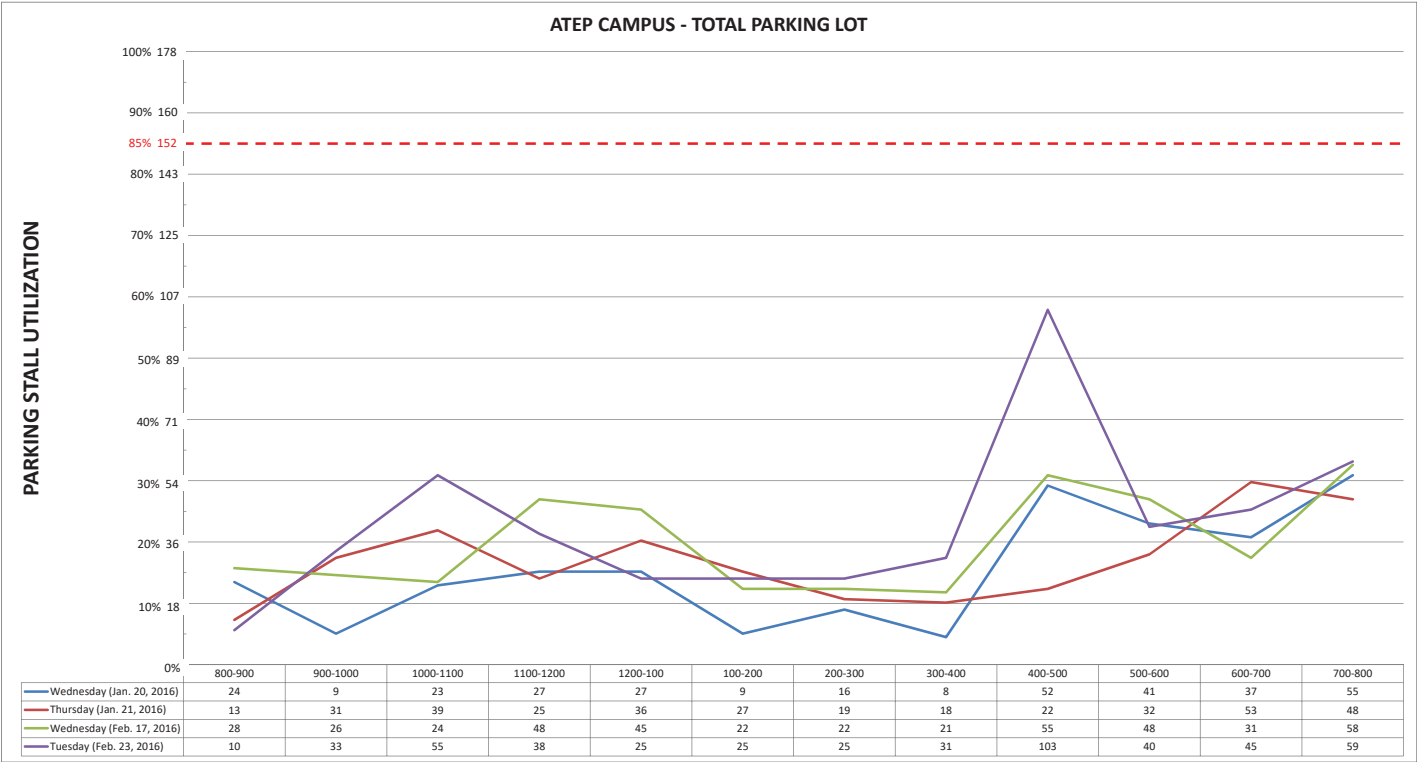


Advanced Technology & Education Park

ATEP currently has three parking lots. The data collected indicates that parking is adequate at this campus during both the first week and middle of the semester. The parking lots for this campus are utilized more during the evening. This is likely due to the technical courses that are being taught at this campus and the number of professional students attending the classes.

Staff/Faculty Parking

The data collected from the survey indicates that there is a shortage of staff/faculty parking spaces throughout the semester. Staff/faculty is beyond 85% full capacity throughout the entire day, especially at night. Since there is an adequate amount of parking throughout the campus, a portion of the stalls can be reassigned to accommodate the shortage of staff/faculty parking.



Fall Semester Conditions

At the start of this study it was perceived that each College had higher enrollment numbers at the Fall semester than at the Spring semester. Part of this perception was based on the high traffic demands and parking supply difficulties that each College experiences at the start of the Fall semester. However after further evaluation, the Fall enrollment numbers during the last few years are lower than the Spring enrollment. The Saddleback College Police Department has found that the majority of the parking lots will fill up to 100% capacity during the Fall semester, and that there is a steady stream of vehicle circulation around campus. The conclusion made from their observations is that the parking and circulation conditions worsen during the Fall semester, not as a result of more students on campus, but rather students are arriving for the first time and are unaware of where they are going on campus. Different methods to help address this condition are to incorporate clear directional parking wayfinding to help direct students to available parking and issue semester parking permits before the semester begins, thereby encouranging students to visit campus before school starts to buy textbooks and become familiar with the layout of the college.

Parking Scenarios

The goal of the parking analysis is to use the existing parking data and campus conditions to assess the parking supply and demand for future condition scenarios. From this, recommendations can be made for identifying the number of net new stalls necessary to meet the parking needs of Saddleback College, Irvine Valley College, and ATEP based on projected enrollment and development on each campus.

The following parking scenarios and source data have been selected to help calculate each college’s future parking demand. The future parking demand is projected per data provided in the 2011 Master Plan. Saddleback College enrollment projected to increase 2.01% annually through the year 2020, and then 1.05% annually through the year 2030. Irvine Valley College enrollment projected to increase 2.51% annually through the year 2020, and then 2.0% annually through the year 2030. Daily student population is estimated at 50% of the total student population for all scenarios.

Saddleback College Parking Scenarios

	Parking Supply	Total Student Population	Daily Student Population
Existing Condition 2016	**4,140 stalls	26,680	13,340
Proposed Condition 2020	*3,860 stalls	28,890	14,445
Proposed Condition 2030	*3,860 stalls	32,072	16,036

*Assumes temporary stalls removed from the parking supply
**Includes 280 temporary stalls and 110 stalls used by District staff

Irvine Valley College Parking Scenarios

	Parking Supply	Total Student Population	Daily Student Population
Existing Condition 2016	**2,812 stalls	14,410	7,205
Proposed Condition 2020	*2,782 stalls	15,912	7,956
Proposed Condition 2030	*2,782 stalls	19,396	9,698

*Assumes temporary stalls removed from the parking supply, and Parking Lot 6 and 7 becoming permanent
**Includes 546 temporary stalls

Parking Analysis Methods

The 2011 Master Plan projects that in 2030 the student enrollment will reach 32,072 students at Saddleback College, and 19,396 students at Irvine Valley College. Three separate methods have been selected to evaluate the current parking supply at each campus and to assist with identifying future parking needs in 2020 and 2030: Parking Demand Ratios, Average Stalls per Student Population Ratio, and Average Students per Stall Ratio.

	Range		Source
1. – Parking Demand Ratio	Stalls/Student based on occupancy counts. Varies based on site specific data.		
2. – Average Stalls/Total School Population Ratio	0.15	0.36	ITE
3. – Average Students/Stall Ratio	6.0	4.0	CA Community Colleges

Method 1: Calculate Parking Demand Ratio

Standard parking ratios for community college land use serve as a basic guideline and are often applied to determine the required number of parking spaces to be built. However, a parking occupancy study conducted on-site will provide the most accurate data on a project’s actual parking utilization, or how many of the existing parking spaces are filled during a specific time.

A parking occupancy study calculates a project’s real parking demand by counting the number of spaces which are occupied during the busiest time of day for the specified land use. Typically, the perception of a parking shortage is created when spaces within a site are 80-90% occupied depending on site characteristics. For the purpose of this study, a parking occupancy rate of 85% is considered as parking supply being at full capacity – i.e. there is a parking shortage. Therefore, a standard range of 15% of additional parking stalls should be provided when calculating the parking demand by occupancy.

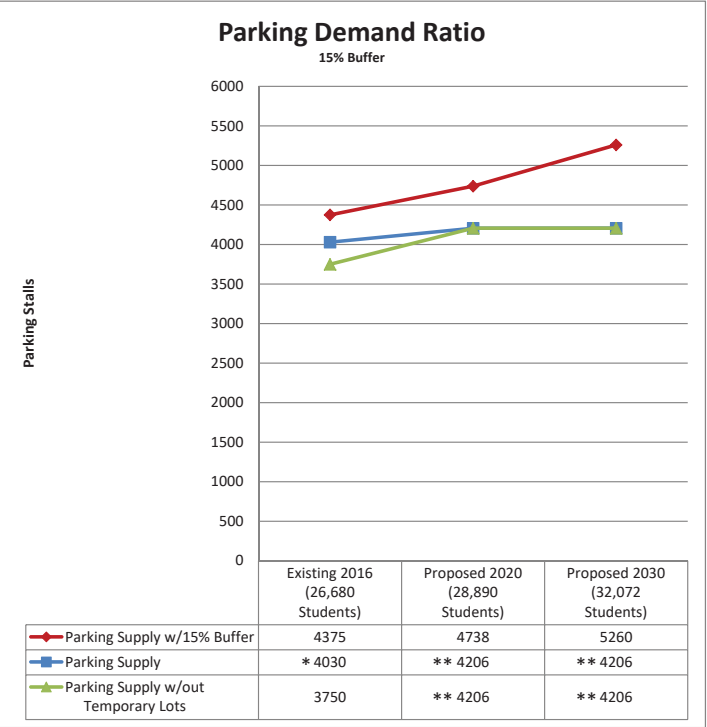
Using the parking occupancy data collected for this study, the parking demand ratio (stalls/total student population) can be calculated and used to project future parking demand specifically for each campus. Per the parking inventories collected, the base occupancy at Saddleback College is found to be 3,804 (peak parking utilization identified on Wednesday January 20th between 11 AM - 12 PM minus 110 for District staff). This base occupancy is then utilized to calculate the range of parking demands which may occur on campus when a 15% buffer of additional parking is added to allow for searching. For Saddleback College, the 15% buffer equates to 4,375 parking stalls.

Saddleback College		
	Base Occupancy	+15% Buffer
Real Parking Demand	3,804 stalls	4,375 stalls
Parking Demand Ratio*	0.143 stalls/student	0.164 stalls/student

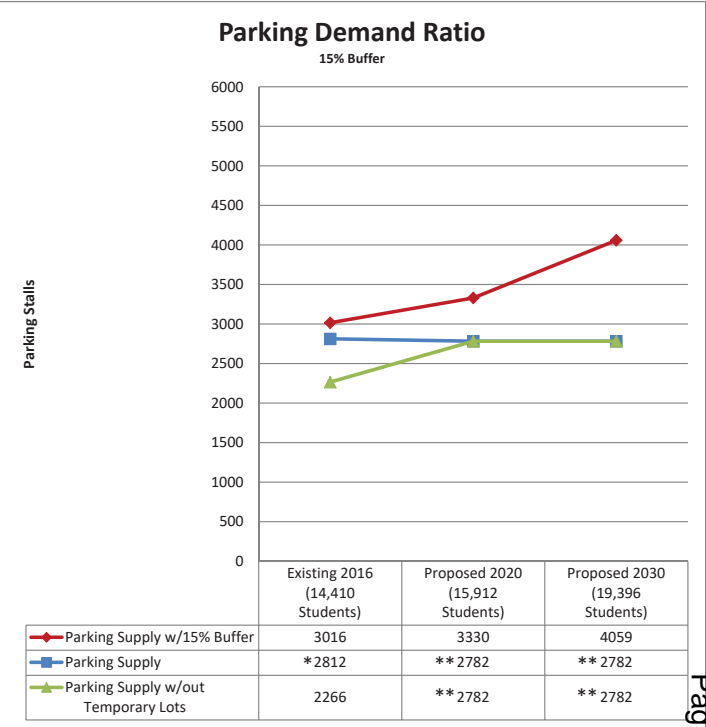
* Based on campus population of 26,680 students

Irvine Valley College		
	Base Occupancy	+15% Buffer
Real Parking Demand	2,623 stalls	3,016 stalls
Parking Demand Ratio*	0.182 stalls/student	0.209 stalls/student

* Based on campus population of 14,410 students



*Includes all temporary lots (280 total stalls) but excludes 110 stalls used by District staff
**Includes 456 total stalls inaccessible during data collection and excludes 110 stalls used by District staff
Saddleback College



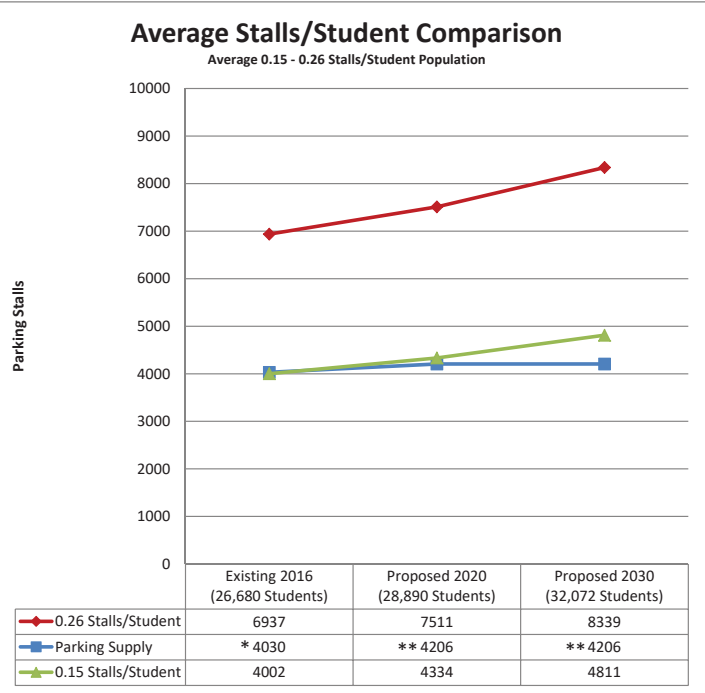
*Includes all temporary lots (546 total stalls)
**Temporary Lot 6 & 7 becoming permanent (516 total stalls)
Irvine Valley College

This data is applied to the total student population to project the potential parking demand for each scenario. When calculated using this method as shown above, each scenario shows an existing parking shortage based on peak parking demand usage, and that the parking shortage increases if the amount of existing parking is maintained at its existing quantity and student enrollment rises as projected. The red line graphs the amount of parking that would be needed with a 15% buffer to maintain the same base occupancy amounts with the projected enrollments in 2020 and 2030. The temporary lots will have to be removed from the total parking supply. Their current topography does not allow the parking to meet ADA requirements nor provide accessible paths of travel. Therefore, the current parking supply will be at a deficit of 532 parking stalls in the year 2020, and at a deficit of 1,054 parking stalls in the year 2030.

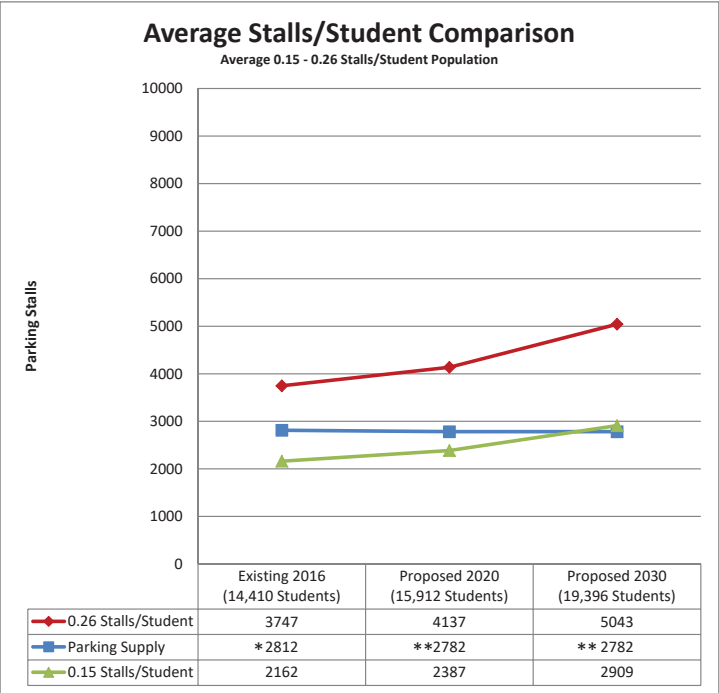
The base occupancy at Irvine Valley College is found to be 2,623 (peak parking utilization identified on Wednesday January 20th between 11 AM - 12 PM). Projecting a 15% buffer to this base occupancy results in 3,016 parking stalls. Irvine Valley College has a current parking shortage of 204 parking stalls, and is projected to have a shortage of 548 parking stalls in 2020 and 1,277 parking stalls in 2030. These deficits are based on the assumption that Temporary Parking Lot 6 and 7 are made permanent, and that the remainder of temporary stalls are no longer available.

Method 2: Average Stalls/Student Ratio

The ITE ratio for the Community College land use ranges from 0.15 - 0.36 stalls per school population (total number of students, faculty and employees), with an average of 0.26 stalls per school population. When compared to the total population for each scenario above, the existing and proposed parking supplies fall below the standard range with 0.13 – 0.15 stalls per student at Saddleback College and in the lower range of 0.14 – 0.20 stalls per student at Irvine Valley College.



Saddleback College
*Includes all temporary lots (280 total stalls) and excludes 110 stalls used by District staff
**Excludes 280 temporary stalls and 110 District staff stalls, and includes 456 total stalls inaccessible during data collection

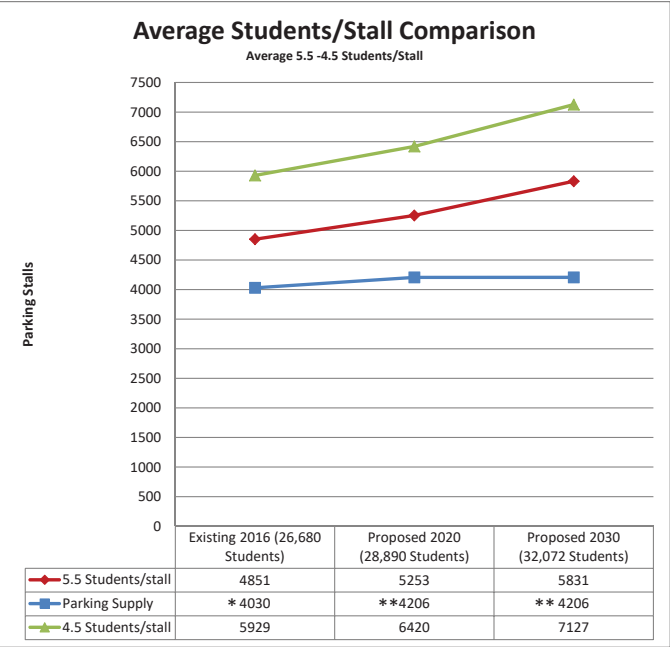


Irvine Valley College
*Includes all temporary lots (546 total stalls)
**Excludes temporary lots but includes Temporary Lots 6 & 7 becoming permanent (516 total stalls)

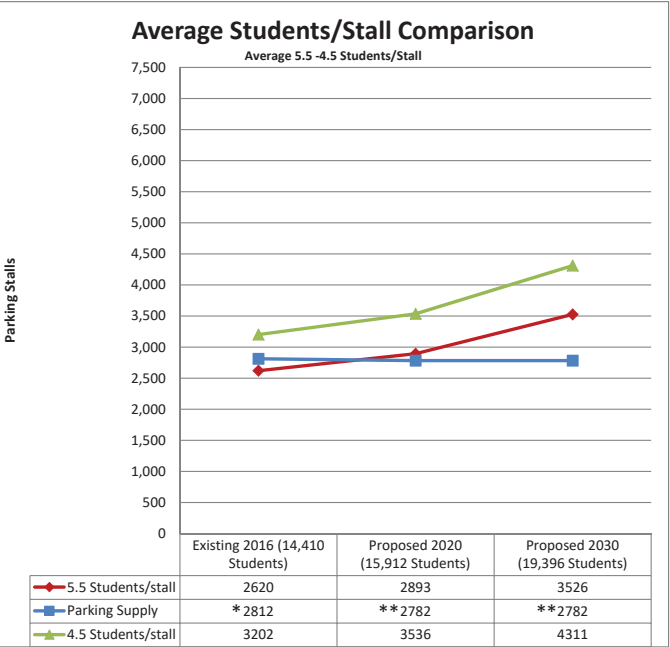
Method 3: Average Students/Stall Ratio

Adequate parking at a community college is usually expressed in a ratio of students per parking space. This ratio is calculated by dividing the total number of students by the total number of parking spaces. California Community Colleges commonly use a parking ratio between 4.0 and 6.0 students per stall. (Palomar Community College District Master Plan 2022). The average parking provision among a sample of 31 Southern California community colleges is 5.5 students per stall. (Pasadena City College Master Plan 2010).

To provide a narrower comparison, the graphs below compare the parking supplies of each College with a range of 4.5 – 5.5 students per stall. The results show Saddleback College with a parking ratio of 6.62 for 2016, 6.87 for 2020, and 7.63 for 2030. Irvine Valley College has a parking ratio of 5.12 for 2016, 5.72 for 2020, and 6.97 for 2030. The ratios indicate that both campuses fall into the higher spectrum of the standard range, however strongly shifts out of the range in the future projected years.



Saddleback College
*Includes all temporary lots (280 total stalls) but excludes 110 stalls used by District staff
**Excludes 280 temporary stalls and 110 District staff stalls but includes 456 total stalls inaccessible during data collection



Irvine Valley College
*Includes all temporary lots (546 total stalls)
**Temporary Lot 6 & 7 becoming permanent (516 total stalls)

The current Saddleback College Students/Stall ratio is much higher than the ratios found at comparably sized community colleges in the area. Irvine Valley College ratio is similar to those found at comparably sized community colleges in the area.

College	Enrollment	Parking Stalls	Students/Stall Ratio
Saddleback College	26,680	4,030	6.62
Irvine Valley College	14,410	2,812	5.12
Orange Coast College	24,750	4,390	5.63
Santa Ana Community College	22,000	3,929	5.60
Santiago Canyon College	13,000	2,600	5.00

Each of these three colleges: Orange Coast College, Santa Ana Community College, and Santiago Canyon College are also finding themselves with a parking deficiency and are reviewing strategies to increase their parking supply to keep up with projected enrollment increases. Although a ratio of 5.5 is average across several Southern California community colleges, it is not necessarily perceived as being sufficient based on individual campus conditions. If enrollments increase as projected without introducing additional parking, the amount of stalls per student will exceed the amount typically desired in a community college setting.

Future Projections for Parking Demand

Each of the three methods presented above demonstrate that the parking supply at Saddleback College and Irvine Valley College will only worsen with time as enrollment numbers increase as projected. Future development of new buildings and facilities at each campus helps to provide physical space for the increased enrollment; however the new developments will likely be built where existing parking lots are located. This then reduces the already deficient amount of parking available. As the District evaluates their Master Plan, consideration should be made to provide additional parking to reduce the gap projected in the future parking shortage presented with the Parking Demand Ratio. Along with this, a ratio of 1 parking stall per 350 square feet of new construction would be appropriate to address the needs of new parking demands inherited with the new development. It’s assumed that students and faculty will already be coming for other events and locations on campus, and that the existing and proposed new parking with the increased student enrollment would assist with the increased demand.

Electric Vehicle Charging

Electric vehicles are becoming increasingly popular, therefore the desire and perceived needs to have electric vehicle charging is growing. Many Owners install electric vehicle charging to address the requests made by their customers. The California Green Building Code requires up to 3% of new parking stalls in a new construction project to be able to facilitate the future installation of electric vehicle supply equipment (EVSE). This does not require that the charging equipment be installed, rather that the raceways from a service panel or subpanel be installed to the designated parking stalls and that the panels have sufficient capacity to accommodate the specific number of branch circuits needed for the electric vehicle chargers.

At this time, providing electric vehicle charging stations is at the choice of the Owner. If the Colleges feel that there is a need by their Student, Staff, and Faculty populations then it is recommended that electric vehicle charging stations be provided in Staff/Faculty parking areas, and for Students and Visitors.

Another consideration to be made would be to locate electric vehicle charging stations in potential new parking structures. Doing so would allow the charging stations to be connected to the electrical room in the parking structure, likely having lower infrastructure construction costs due to the close proximity of the charging stations to the electrical room.

Another issue to consider with electric vehicle charging, is the level of charging to provide the customers. Currently there are charging Levels 1, 2, and 3, the difference being in how quickly the charging station charges. Level 1 is typically considered using a standard 120 volt outlet like you would use in a residential application. Level 1 provides approximately 5 miles worth of charging in one hour. Level 2, which is what would be recommended for the Colleges works off of 240 volt power and provides approximately 20 miles of charging in one hour. Level 3 charging is much more expensive as it provides a charge quickly, and is not recommended for this application. Each College can determine what their electrical cost will be to operate the charging stations, and this amount can be passed along to the consumer at the charging station. To deter vehicles from occupying a parking space beyond their charging limit and preventing others from using the parking stall (which happens often), the charge price can increase.

Circulation Analysis

The Fehr and Peers project team identified multiple circulation issues at both Irvine Valley College (IVC) and Saddleback College campuses. The team has provided the South Orange County Community College District (SOCCCD) with lower-, moderate-, and higher-cost improvements that will enhance the driving and pedestrian experiences on both campuses.

Data collected

Gathering information on existing conditions at IVC and Saddleback was done through: meetings with the project team, in-person campus observations, and peak period counts of autos and pedestrians at key locations. Fehr & Peers spent several hours during morning and afternoon periods observing conditions on the Saddleback College campus on February 29th and at IVC on March 8th. During both these in-person observations, Fehr & Peers collected information on areas of campus that warranted attention. The team took photographs documenting important intersections and pedestrian infrastructure conditions. Another visit to both campuses was completed on March 23rd.

Supporting these qualitative observations was a data collection effort completed by National Data & Surveying Services (NDS) on February 29th. NDS set up equipment to count turning movements at seven intersections (four internal to campus, three external) identified by Fehr & Peers at both IVC and Saddleback. Counts were gathered from 8-11:30am & 5-7:30pm at IVC and 9am-1pm at Saddleback. These times were identified by District staff as the peak periods for automobiles and pedestrians on campus. For each of the four internal intersections, pedestrian and bicycle counts were also collected. This quantitative information allowed Fehr & Peers to supplement the in-person observations, and provided detailed information on the use and level of service at seven vital intersections at each campus.

Observed Issues

While both of the campuses have some unique circulation issues, a majority of the problems observed at IVC and Saddleback are categorized into the following topics:



The above pictures show several informal pathways at IVC and Saddleback where proper pedestrian infrastructure is not in place. Picture source: Fehr & Peers

Missing elements and maintenance

At both campuses, there are areas lacking pedestrian infrastructure. College campuses are pedestrian-oriented by nature (even students who drive become pedestrians after parking), and these campuses can foster a safe pedestrian environment. Auto circulation is also negatively impacted when pedestrians cross at inappropriate locations. In some areas that lack sidewalks (mostly at Saddleback), pedestrians must walk in the road adjacent to moving vehicles. We observed students using “informal pathways,” which are paths that experience repeated use in areas without formal infrastructure. With improved pedestrian infrastructure, circulation for both autos and pedestrians will improve.

Along with the missing (and abrupt ending of) sidewalks and crosswalks in important areas around campus, the markings and signs could be "freshened". The District will want to ensure pedestrian markings remain visible, foliage is maintained to preserve sightlines, and sidewalks are repaired when needed.

Strive for Consistency

All users (pedestrians and autos) benefit from consistency in signage, markings, and infrastructure. Examples of inconsistency include: crosswalks with differing striping patterns and/or colors on the same roadways, use of both speed bumps and speed humps, and the inconsistent placement of speed control infrastructure.

Several intersections do not follow normal conventions for stop control, which may confuse drivers. For example, at a T-intersection, it is not typical to have a stop sign only on the "top" of the T.



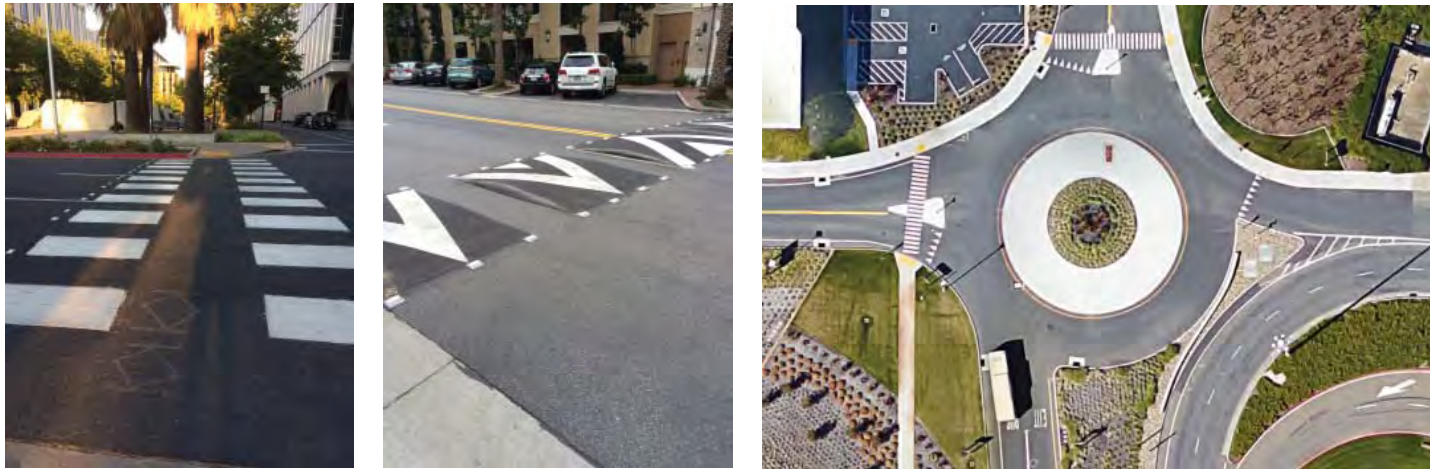
The above pictures show the inconsistency that exists at Saddleback College regarding speed bump placement at stop signs. Picture source: Fehr & Peers

Proposed Strategies for Circulation Improvements and Management

For each campus, Fehr & Peers has identified approximately 20 individual improvement ideas. A majority of the suggestions are related to physical infrastructure improvements, but several of the ideas are operational in nature. These strategies for improvement fall into lower-, moderate-, and higher-cost categories for implementation.

The lower-cost strategies include improvements on campus that do not involve invasive construction or significant costs. Many of the lower-cost improvements target increasing pedestrian visibility on both campuses, and enhancing the safety of students/faculty/staff once they leave their cars. Examples of these changes include enhanced crosswalks and consistent signage. Moderate-cost improvements focus on creating better automobile circulation. Some suggested changes include upgrading the speed control infrastructure to reduce congestion and improve safety. Examples of the higher-cost strategies for circulation improvements include roadway and intersection realignment and new entranceway infrastructure.

A complete Circulation Analysis Report can be found in Appendix B.



These images show the some of the infrastructural improvements proposed for IVC and Saddleback campuses. From left to right: Triple 4 Crosswalk, Speed Lumps, Roundabout
Picture source: Fehr & Peers

8 RECOMMENDATIONS

The following are suggested recommendations for each College to help improve parking conditions, create the much needed additional permanent parking, and implement methods for managing parking. Additional recommendations for improving circulation at Saddleback College and Irvine Valley College can be found in the Circulation Analysis in Appendix A of this study.

Saddleback College

Incorporate a parking guidance system

Saddleback College is situated so that some parking lots are convenient and easily accessible to the campus cores where predominant school activities take place and the rest of the parking lots sprawl further away from the cores. This is a result of the geography of the campus and where the available space is to provide the amount of parking that is needed to support daily activities. Students and visitors circulate the convenient parking lots first, looking for parking, which creates traffic congestion and compounds the parking demand problem because vehicles cannot efficiently circulate to find available parking. Many times the convenient lots are already full. At the beginning of the semesters when daily enrollment are at its highest, Saddleback will often use temporary signs to direct vehicles to other parking lots or overflow lots. This helps improve traffic flows and directs vehicles to available parking. Implementing a dynamic parking guidance signage system would provide students and visitors with real time information of the available parking upon arriving at the College. Having signs that indicate whether lots are full and that can direct drivers to where there is available parking will help reduce traffic congestion, reduce the amount of vehicles circulating aimlessly looking for available parking, which will all help with parking. One of the concerns of students, especially at the beginning of the semester, is arriving to class on time. Directing students efficiently to available parking will help address those concerns.

The parking guidance signs should be located at major intersections in the campus to help motorists make decisions on which direction to navigate, and signs should also be provided at the entry points to the large parking lots so that its known whether there is available parking in that particular lot or if they should continue further to the next parking lot. In order for the dynamic signs to operate, a system needs to be put in place in each parking lot to count the number of cars. Loop detectors can be installed at the entry and exit to each lot, thereby counting the amount of vehicles entering and exiting the parking lot. Although the system is not counting parking occupancy per individual parking stall, identifying the amount of vehicles entering and exiting each parking lot will provide an indication to motorists on whether they should enter the parking lot or continue on to the next one.

The cost of each standalone sign, including installation, is approximately \$10,000. A complete package of loop detectors and a sign as would be located at the entrance to one parking lot is approximately \$30,000. It is recommended to provide the counting system at the larger parking lots due to the price of each complete package system. The counting system is not recommended at smaller lots due to the high cost for only counting a few cars. Plus in a smaller lot it is likely that motorists will be able to see if there is available parking as they drive by. Dedicated faculty and staff parking areas would not need to receive the system.

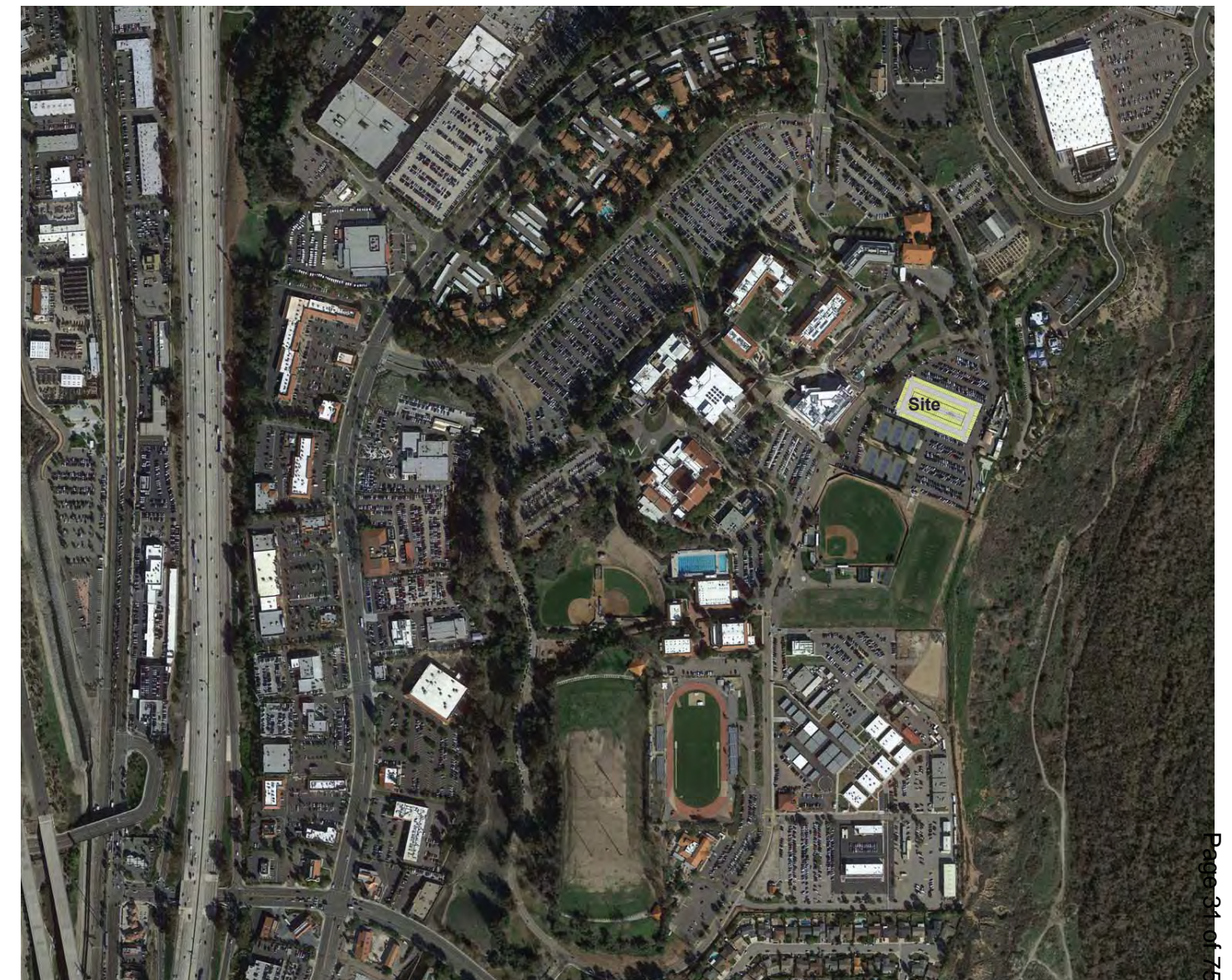
Moderate Cost – High Impact

Construct a parking structure

Saddleback College needs additional parking to satisfy their current demands. The College is currently at a deficit, which will only worsen as enrollment increases as projected. In comparison to the current enrollment, Saddleback College is

projected to have a daily student population increase of 20% by the year 2030. To help accommodate the additional parking needed for this increase, it is recommended that a 1,350 stall parking structure be constructed in an area of the existing Parking Lot 5A. 1,350 parking stalls will provide an approximate net increase of 1,000 parking stalls when taking into account the existing parking stalls within the building footprint. This location will provide convenient pedestrian access to the campus core, and draw vehicles to the rear of the campus. Vehicles will enter in from the east side of the parking structure, and pedestrian flow will be out the west side towards campus. It is recommended that either a pedestrian control system be included at College Drive East to control the flow of pedestrians crossing the road, or to close off College Drive East to vehicles altogether, so as to mitigate the increased flow of pedestrians crossing the road. This parking structure should be provided as soon as possible in order to catch up with the increasing enrollment while also addressing the current shortage. It is estimated that the construction cost of this parking structure will be approximately \$19,500,000 - or approximately \$14,500 per stall. This assumes a structure with a moderate level of architectural finish to the facade, a moment frame structural system, and constructed in a normal construction market.

High Cost – High Impact





Typical Level Plan

SADDLEBACK COLLEGE			
LEVEL	UNISTALL	SQ. FT.	SQ. FT/ STALL
FIFTH	240	74,694	311
FOURTH	300	87,875	293
THIRD	300	87,875	293
SECOND	300	87,875	293
GROUND	210	74,694	356
TOTAL	1350	413,013	306

Construct an eastern outer loop road for vehicular traffic

College Drive East is currently used by vehicles to circulate between the north and south sides of Saddleback College, and access several of the parking lots on the east side of campus. As described in this study and in the Circulation Analysis, a significant amount of traffic congestion occurs on College Drive East due to the existing intersections and pedestrian crossings. This congestion builds up and then impacts the parking lots and the ability of visitors to locate available parking. Consideration should be made to create an exterior loop road along this side of the campus. Doing so brings vehicles around the outside edge of the campus at which point they can enter into the desired parking lot. Pedestrians then travel west towards campus, away from any vehicular traffic. College Drive East is a desirable location to provide a pedestrian paseo that links north and south, and draws pedestrians from the eastern parking lots. The proposed parking structures are also located so that the vehicles can easily access the parking structures from the eastern outer loop road. Vehicles can enter and exit the structures from the east, and pedestrian access would be along the west.

High Cost – High Impact

Consolidate staff and faculty parking into distinct areas to better control and maintain their available parking

Based on the parking data collected, Saddleback College comes close to reaching its maximum capacity with staff and faculty parking. At times students will park in staff and faculty parking stalls if they are unable to find available parking elsewhere. The students feel pressured to make it to class on time, and prefer to risk receiving a \$38 ticket than potentially not be allowed in a particular class. When there is not available parking for the staff or faculty, they then have to try to find the limited available standard parking along with everyone else. To discourage students from parking in staff and faculty parking stalls, and to maintain sufficient parking for staff and faculty, it is recommended to consolidate areas of parking in groups or entire lots that can also have controlled access with gate arms. In addition, Saddleback College would benefit from an additional 100 staff / faculty designated parking stalls in order to relieve the demand currently being experienced. As future development and enrollment occurs, the staff to student ratio would be expected to be approximately 24:1 (4%) for the additional students beyond current enrollment. A parking stall for each additional staff member would be needed based on that ratio.

Moderate Cost – Moderate Impact

College Parking Ratio

As presented in the Parking Analysis, Saddleback College currently has a parking ratio of 6.62 - just below average in comparison to other comparable Community Colleges. Although this is the average for many Community Colleges, comparable Community Colleges are still experiencing their own parking challenges with these ratios. For future planning it is recommended to design towards a 4.75 School Population/Stall ratio. This will help to provide adequate parking during future growth, and will help increase the amount of overall parking which will lessen the deficit currently experienced at Saddleback College.

Low Cost – Moderate Impact

Irvine Valley College

Incorporate a parking guidance system

Irvine Valley College is situated so that some parking lots are convenient and easily accessible to the campus cores where predominant school activities take place and the rest of the parking lots sprawl further away from the cores. This is a result of where the available space is to provide the amount of parking that is needed to support daily activities. Students and visitors circulate the convenient parking lots first, looking for parking, which creates traffic congestion and compounds the parking demand problem because vehicles cannot efficiently circulate to find available parking. Many times the convenient lots are already full. At the beginning of the semesters when daily enrollment are at its highest, Irvine Valley College will often use temporary signs to direct vehicles to other parking lots or overflow lots. This helps improve traffic flows and directs vehicles to available parking. Implementing a dynamic parking guidance signage system would provide students and visitors with real time information of the available parking upon arriving at the College. Having signs that indicate whether lots are full and that can direct drivers to where there is available parking will help reduce traffic congestion, reduce the amount of vehicles circulating aimlessly looking for available parking, which will all help with parking. One of the concerns of students, especially at the beginning of the semester, is arriving to class on time. Directing students efficiently to available parking will help address those concerns.

The parking guidance signs should be located at major intersections in the campus to help motorists make decisions on which direction to navigate, and signs should also be provided at the entry points to the large parking lots so that its known whether there is available parking in that particular lot or if they should continue further to the next parking lot. In order for the dynamic signs to operate, a system needs to be put in place in each parking lot to count the number of cars. Loop detectors can be installed at the entry and exit to each lot, thereby counting the amount of vehicles entering and exiting the parking lot. Although the system is not counting parking occupancy per individual parking stall, identifying the amount of vehicles entering and exiting each parking lot will provide an indication to motorists on whether they should enter the parking lot or continue on to the next one.

The cost of each standalone sign, including installation, is approximately \$10,000. A complete package of loop detectors and a sign as would be located at the entrance to one parking lot is approximately \$30,000. It is recommended to provide the counting system at the larger parking lots due to the price of each complete package system. The counting system is not recommended at smaller lots due to the high cost for only counting a few cars. Plus in a smaller lot it is likely that motorists will be able to see if there is available parking as they drive by. Dedicated faculty and staff parking areas would not need to receive the system.

Moderate Cost – High Impact

Construct a parking structure

Irvine Valley College needs additional parking to satisfy their current demands. The College is currently at a deficit, which will only worsen as enrollment increases as projected. In comparison to the current enrollment, Irvine Valley College is projected to have a 34% student population increase by the year 2030. This results in a parking shortage of approximately 1,300 parking stalls relative to the existing parking supply. It is recommended that a 1,000 stall parking structure be located in the southwest corner of the campus to help accommodate the increased parking demand, see Figures on the following pages for proposed location and configuration.

Surface lot parking can also be provided around the parking structure, all of which will be available from vehicles entering from Irvine Valley and the future Barranca Parkway entrance. In addition, the new parking can serve the Fine Arts Building which is also proposed to be constructed in the location of the current temporary Lot 6. Based on projected enrollment increases, it is recommended that a parking structure be provided within the next six years in order to meet the growing demand. The parking structure will provide more parking stalls than what is projected to be needed at its completion, therefore it will provide the additional parking needed to allow the College to continue to grow towards the year 2030. It is estimated that the construction cost of this parking structure will be approximately \$15,300,000 - or approximately \$14,500 per stall. This assumes a structure with a moderate level of architectural finish to the facade, a moment frame structural system, and constructed in a normal construction market.

High Cost – High Impact

Consolidate staff and faculty parking into distinct areas to better control and maintain their available parking

Based on the parking data collected, Irvine Valley College comes close to reaching their maximum capacity with staff and faculty parking. At times students will park in staff and faculty parking stalls if they are unable to find available parking elsewhere. The students feel pressured to make it to class on time, and prefer to risk receiving a \$38 ticket than potentially not be allowed in a particular class. When there is not available parking for the staff or faculty, they then have to try to find the limited available standard parking along with everyone else. To discourage students from parking in staff and faculty parking stalls, and to maintain sufficient parking for staff and faculty, it is recommended to consolidate areas of parking in groups or entire lots that can also have controlled access with gate arms. In addition, Irvine Valley College would benefit from an additional 50 parking stalls in order to relieve the demand currently being experienced. As future development and enrollment occurs, the staff to student ratio would be expected to be approximately 24:1 (4%) for the additional students beyond current enrollment. A parking stall for each additional staff member would be needed based on that ratio.

Moderate Cost – Moderate Impact

Construct additional surface lot parking

In addition to the parking structure, a surface parking lot is recommended to be constructed adjacent to it. The surface lot would be between the Irvine Valley entrance and the proposed parking structure. Taking into account the area required by the parking structure, there would be approximately 114,681 square feet of area for the surface parking lot. This would provide an additional 350 parking stalls on campus with a construction cost of approximately \$500,000.

Moderate Cost – High Impact

Convert temporary Parking Lot 7 into a permanent parking lot

Irvine Valley College utilizes temporary lots to help mitigate their parking challenges, especially during the high peak demands of the first few weeks of each semester. It is recommended to make the temporary Parking Lot 7 permanent in order to use it as a long term solution to the parking demand problem. The Division of the State Architect only permits the temporary lots to be used for three years. If the temporary lot is removed, not only will the loss of these 175 stalls compound the current parking problem, it will create a greater challenge to provide the additional stalls needed to keep up with enrollment increases and development. In addition, converting the temporary parking into permanent

conditions will help reduce the time and cost associated with maintaining the temporary condition.

Moderate Cost – Moderate Impact

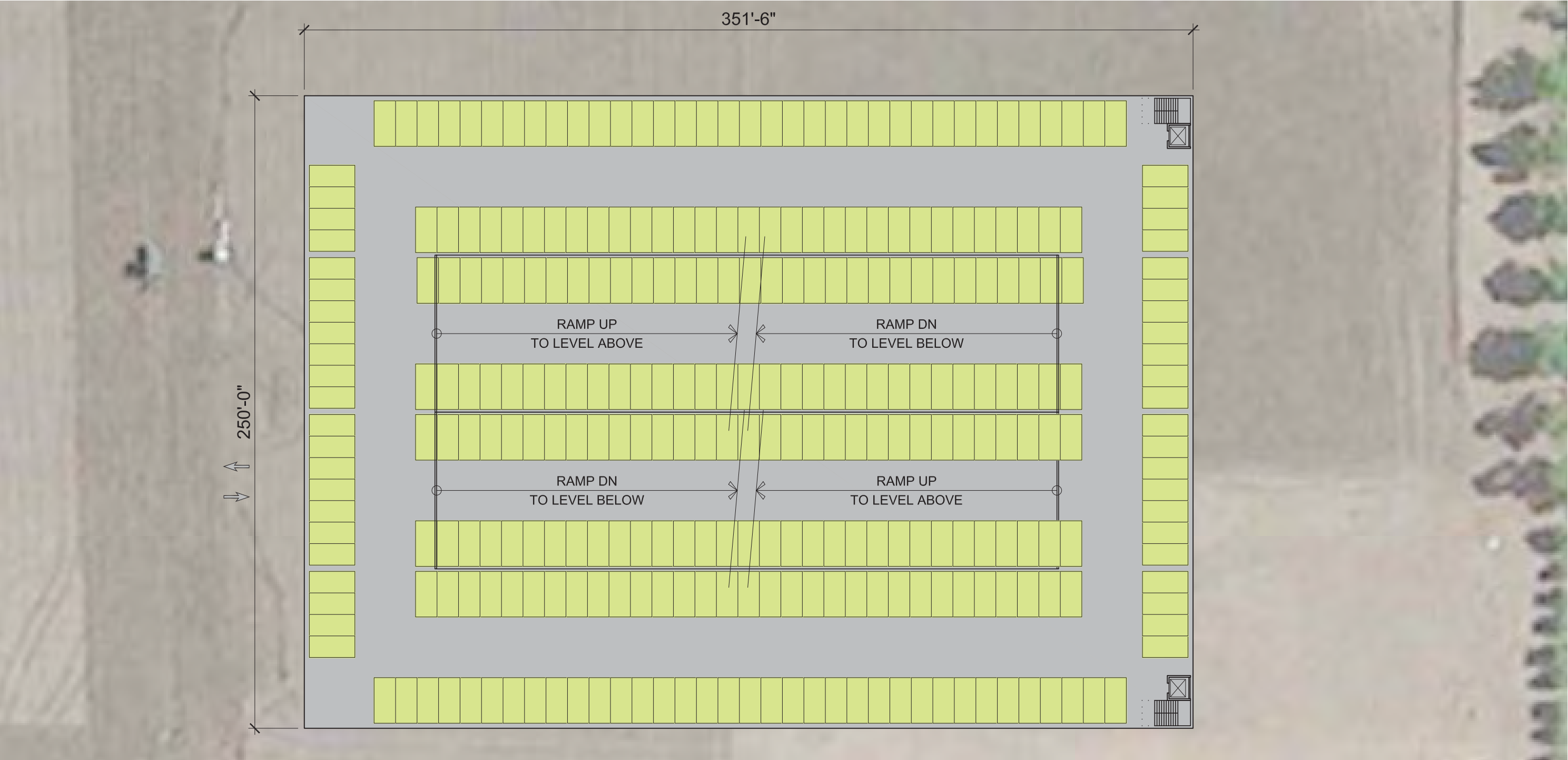
comparable Community Colleges are still experiencing their own parking challenges with these ratios. For future planning efforts it is recommended to design towards a 4.75 School Population/Stall ratio. This will help to provide adequate parking during future growth.

Low Cost – Moderate Impact

College Parking Ratio

As presented in the Parking Analysis, Irvine Valley College currently has a parking ratio of 5.12 - just above average in comparison to other comparable Community Colleges. Although this is the average for many Community Colleges,





Typical Level Plan

IRVINE VALLEY COLLEGE			
LEVEL	UNISTALL	SQ. FT.	SQ. FT/ STALL
FOURTH	240	74,694	311
THIRD	300	87,875	293
SECOND	300	87,875	293
GROUND	210	74,694	356
TOTAL	1050	325,138	310

Advanced Technology & Education Park

In anticipation of ATEP’s future development and growth, the parking supply and demand needs to be considered in order to efficiently serve the campus. The City of Tustin’s municipal zoning code requires that one parking stall be provided for every three students. As presented in the Parking Analysis section of the report, this ratio is much more stringent than typically provided at California Community Colleges. Currently ATEP’s parking ratio is approximately one stall for every three students. However due to the nature of the classes offered and the students, the campus is primarily occupied in the evenings with the peak hour being between 4 PM and 5 PM. Assuming this hour as a base occupancy with 103 vehicles parked, the ratio is closer to being 5.00 students per parking stall, and the parking lots are 58% occupied. The ATEP parking lots are on average at 18% capacity between 8 AM and 4 PM. If ATEP continues to be developed with a 3.00 students per parking stall, there will be more parking stalls than required for the campus, which will prevent the College from being able to develop the property to its fullest potential for academic use. Many parking stalls will be provided but go unused with a 3.00 ratio.

With this in mind, a parking ratio of 4.75 students per parking stall is recommended for future development purposes. As ATEP continues to grow and curriculum schedules are established, it is assumed that classes will be distributed evenly across the hours of each day. The 4.75 ratio will help keep up with the demand that will be experienced as the campus is developed and will help mitigate the issues currently being experienced at Saddleback College and Irvine Valley College, while also allowing the College to use the property to its fullest potential.

For additional recommendations regarding circulation improvements at Saddleback College and Irvine Valley College, see the Circulation Analysis in Appendix A.

The Fehr & Peers team observed both Irvine Valley College (IVC) and Saddleback College, collecting qualitative and quantitative information on existing vehicular and pedestrian conditions. Through this effort, the team was able to better understand daily campus operations and identify solutions to improve future conditions at both schools.

Data collected

Gathering information on existing conditions at IVC and Saddleback was done through meetings with the project team, in-person observations, and manual counts. Fehr & Peers met with the SOCCCD project team on February 25th, 2016 to be familiarized with both IVC and Saddleback and some of the circulation issues they experience daily. Fehr & Peers spent several hours during morning and afternoon periods observing conditions at the Saddleback College campus on February 29th and at IVC on March 8th. During both these in-person observations, Fehr & Peers collected information on areas of campus that warranted attention. The team took photographs documenting important intersections and pedestrian infrastructure conditions. Another visit to both campuses was completed on March 23rd.

Supporting these qualitative observations was a data collection effort completed by National Data & Surveying Services (NDS) on February 29th. NDS set up equipment to count turning movements at seven intersections (four internal to campus, three external) identified by Fehr & Peers at both IVC and Saddleback. Counts were gathered from 8-11:30am & 5-7:30pm at IVC and 9am-1pm at Saddleback. These times were identified by District staff as the peak periods for automobiles and pedestrians on campus. For each of the four internal intersections, pedestrian and bicycle counts were also collected. This quantitative information allowed Fehr & Peers to supplement the in-person observations, and provided detailed information on the use and level of service (LOS¹) at seven vital intersections at each campus.

Existing Turning Movements

Irvine Valley College

Figure 1 shows the turning movements of all seven study intersections. The main entrance off of Irvine Center Drive into IVC experiences the most vehicular traffic of the internal study intersections, during both morning and evening hours. Bicyclist and pedestrian counts, plus queueing length results are shown for the intersections internal to campus. On campus, the morning peak period turning movements are typically higher than the evening periods, aligning with the higher daytime student population. Three of the four internal intersections also have bicycle and pedestrian peaks during these morning hours. Some queues (usually to exit campus) build up during class changes, but as the LOS indicates, dissipate in a short period of time.

The project team also studied peak period turning movements during the first week of classes. This time period was chosen to represent the peak number of vehicles that would be on campus at once (before students drop some classes). The ratio of peak campus parking totals to mid-semester parking totals (1.054) was used to estimate peak conditions. Figure 3 displays this information, with only internal intersections analyzed due to the student population change impacting those locations directly.

Level of service outputs (for both campuses) can be compared to the 2010 Highway Capacity Manual criteria displayed below.

Intersection Level of Service Criteria			
Level of Service	Description	Signalized Delay (secs)	Unsignalized Delay (secs)
A	Progression is extremely favorable and most vehicles arrive during the green phase.	< 10.0	< 10.0
B	Progression is good, cycle lengths are short, or both.	> 10.0 to 20.0	> 10.0 to 15.0
C	Higher congestion may result from fair progression, longer cycle lengths, or both.	> 20.0 to 35.0	> 15.0 to 25.0
D	The influence of congestion becomes more noticeable.	> 35.0 to 55.0	> 25.0 to 35.0
E	This level is considered by many agencies to be the limit of acceptable delay.	> 55.0 to 80.0	> 35.0 to 50.0
F	This level is considered unacceptable with oversaturation, which is when arrival flow rates exceed the capacity of the intersection.	> 80.0	> 50.0

Note: For the Jeffrey Rd & Driveway right-in, right-out entrance, HCM 2000 methodology was used
Source – HCM 2010

Cities in Orange County typically consider the minimum acceptable Level of Service (LOS) to be D. The level of service for all seven intersections at IVC’s campus is better than LOS D. The estimated LOS for the beginning of the semester peak vehicle time period is also better than LOS D as can be seen in Figure 3.

Saddleback College

The northernmost entrance at Saddleback College, off of Marguerite Parkway, experiences the highest vehicular traffic of the internal study intersections, during both morning and evening hours. Figure 1 shows the turning movements of all seven study intersections. Bicyclist and pedestrian counts, plus queueing length results are shown for the intersections internal to campus. Unlike IVC, the afternoon peak turning movements are higher than the morning peak. All four internal intersections experience bicycle and pedestrian peaks during morning hours. A notable queue occurs from the main entrance off of Marguerite Parkway towards campus during peak periods.

The project team also studied the peak period turning movements during the first week of class. This was modeled by taking the mid-semester turning movement data from NDS and applying a factor of 1.043 to all movements on the internal intersections. The higher traffic volumes at the beginning of the semester results in worse LOS as shown in Figure 3.

The level of service for the study intersections is better than the typical minimum acceptable standard of D in Orange County cities. The estimated LOS for internal intersections during the first week of classes is LOS D or better.

Future Turning Movements

Growth in traffic at both colleges’ was determined based on the estimated student population for 2030 in the 2011 Master Plan. Future (2030) turning movements for the internal intersections at IVC were determined by applying a factor of 1.34 to the turning movements from 2016. Similarly, Saddleback future movements for internal intersections were determined by applying a factor of 1.29. Figures 5 show the colleges’ estimated peak period turning movements and LOS for the year 2030². There are no notable changes in LOS for internal intersections on either campus. While turning movement volumes will increase, LOS will remain unchanged at both colleges based on the forecasting methods utilized.

Proposed Projects

Irvine Valley College

In the near term (up to the year 2021), IVC has identified several projects to continue the modernization of its campus and to accommodate growth. Projects in this development horizon will have “significant impacts upon the quality of student activity and athletic participation, and campus infrastructure to support student population and facilities growth³.” Figure 4 identifies these individual projects.

Saddleback College

Projects identified at Saddleback for near-term completion (2021) “focus on large scale modernization of efficiency and function issues. Project scopes focus upon building modernization, safety, functional improvement of the stadium, and site development to improve pedestrian accessibility⁴.” Figure 4 identifies each of these proposed projects.

Observed Issues

While both of the campuses have unique circulation concerns, a majority of the problems observed at IVC and Saddleback are categorized into the following topics.

Missing elements and maintenance

At both campuses, there are areas lacking pedestrian infrastructure. IVC and Saddleback would both benefit from more sidewalks and crosswalks. In some areas, due to the lack sidewalks, pedestrians must walk in the road adjacent to moving vehicles. Students were also observed using “informal pathways,” which are paths that experience repeated use in areas without formal infrastructure. Figure 2 for both schools highlight the areas with missing infrastructure and where informal pathways have been created.

Along with the missing (and abrupt ending of) sidewalks and crosswalks in important areas around campus, the existing markings and signs could be "freshened". Without upkeep, pedestrian infrastructure at both colleges has lost some of its effectiveness. The District will want to ensure pedestrian markings remain visible, foliage is maintained to preserve sightlines, and sidewalks are repaired when needed.

Figure 2 also shows conflict areas that exist on the two campuses between cars and pedestrians, due in part to lack of infrastructure in some areas and maintenance issues in others. Auto circulation is negatively impacted when pedestrians cross at inappropriate locations or when drivers cannot see pedestrian infrastructure. With increased pedestrian elements and better maintenance, circulation for both autos and pedestrians will improve.

Strive for Consistency

All users (pedestrians and autos) benefit from consistency in signage, markings, and infrastructure. Examples of

inconsistency found at both IVC and Saddleback included:

- 1. Crosswalks with differing striping patterns and/or colors on the same roadways
- 2. Use of both speed bumps and speed humps
- 3. Unpredictable placement of speed control infrastructure

These inconsistencies result in difficulty navigating as a first time driver or pedestrian. They also impact the effectiveness of important circulation elements. For example, several intersections observed do not follow normal conventions for stop control (at a T-intersection, it is not typical to have a stop sign only on the "top" of the T). Improving the existing irregularities will reduce driver confusion and help with many of the circulation problems occurring on both campuses.

Specific to IVC

There are several conditions that are unique to IVC that can be seen on Figure 2. The Performing Arts building has regularly scheduled events. These events bring in students, faculty, staff, and local residents, impacting circulation and parking at on- and off-peak period hours. The Liberal Arts building is currently under construction, eliminating some of the pedestrian connections between Lots 1, 2, and campus.

The drop-off and pick-up area near the northern entrance fills to capacity and queues back to incoming traffic and drivers looking for parking during peak hours. To leave campus out of the Irvine Center Drive exit from Oak Creek Drive, drivers must make a difficult left hand turn as oncoming traffic enters. This challenging turning movement results in queues on Oak Creek, as drivers try and find an opening to exit.

Specific to Saddleback College

Figure 2 identifies the main issues observed at Saddleback College that are exclusive from the list of concerns above. Construction occurring on the Science building adjacent to parking Lots 5 & 5A disrupts several pedestrian connections between the lots and campus. College Drive East and West, near the Avery Parkway driveway, has drivers speeding above posted limits. Potential bottlenecks at several campus intersections were identified due to the possibility of evacuation or emergency service problems occurring at those locations.

¹ Level of service (LOS) is a measure used to determine quality of traffic service at peak periods. The rankings range from A to F (LOS A being the best and LOS F the worst). These rankings correspond to the amount of average vehicle delay, or the amount of time a car will have to wait before making it through an intersection. This is based on the capacity of each intersection and the volume of traffic that uses the intersection. The project team determined LOS by taking the traffic counts and using modeling software (Synchro 9) to calculate average delay. The different LOS categories are explained in the following table.

² Subsequent updates to the forecasts result in a one percent increase in projected population at IVC and a seven percent decrease at Saddleback in year 2030. This difference is within the "noise" of the analytics and would not change any conclusions or recommendations regarding traffic circulation.

³ From 2011-2031 Education & Facilities Master Plan: Irvine Valley College

⁴ From 2011-2031 Education & Facilities Master Plan: Saddleback College

Proposed Strategies for Circulation Improvements and Management - Irvine Valley College

For Irvine Valley College (IVC), Fehr & Peers proposes approximately 16 individual strategies to improve on the issues listed in the Existing Conditions Report. These recommended improvements are grouped into lower-, moderate-, and higher-cost strategies

Strategies for improving the pedestrian environment at IVC would decrease conflicts between cars and pedestrians and create a more pleasant walking environment for students, faculty, staff, and visitors. This would result in more consistent transportation circulation, and facilitate strategies focused on improving automobile circulation in the future.

Lower-cost Strategies (Figure 6)

In an effort to improve consistency on campus, Irvine Valley College should adopt clear signage and markings. Triple 4 crosswalks and advanced stop/yield bars should replace the existing markings. Maintenance on existing signs and markings should also occur regularly.

At IVC, three new Triple 4 crosswalks are recommended to decrease the use of informal pathways and reduce conflict areas. New sidewalk connections between Irvine Center Drive and the Child Development Center would also aid in minimizing these issues. A flashing crosswalk beacon, activated by pedestrians when crossing, is recommended for installation between Lot 9 and the Life Sciences Building. To ensure that students do not cut between Lot 9 when walking from Lot 8, it is recommended that a fence is installed at the southeast corner of Lot 9, such that students will use the new crosswalk and flashing beacon. To reduce speeding on the southern stretch of campus, a radar speed feedback sign would provide instant feedback to drivers on the speed of their vehicles. In the near-term, until the southern portion of campus is developed, the speed limit at this section of roadway can increase from 15 mph to 25 mph, with the radar sign still monitoring passing drivers.

Moderate-cost Strategies (Figure 7)

At Irvine Valley College, removing current speed bumps and replacing them with speed lumps is recommended. Speed lumps improve management of speeds, but have less impact on emergency vehicle access and movement. IVC should also remove all existing speed bumps that have been built immediately before and after stop signs. The new speed lumps should be spaced at least 100 feet from intersections.

To improve efficient pedestrian and traffic circulation as IVC grows in population, the entrance off of Irvine Center Drive should be reconfigured. The addition of a sidewalk on the eastern side of the entrance would aid pedestrian movement. This would allow access to campus for students, faculty, and staff walking from the east, and avoid conflicts with vehicles by not having to cross the driveway. It is recommended that IVC install a drop-off/pick-up area on the eastern side of the main entrance via an indented parking lane (similar to the bus stop on the west side). This would replace the current student drop-off and pick-up area in Lot 10.

To improve vehicle circulation, the gap in the entrance median nearest to Irvine Center Drive should be closed. Signage prohibits making a left turn through that median upon entering campus, yet cars continue to do so. This improvement would reduce conflicts and simplify movements. It would also force drivers from Oak Creek Drive to make a right turn, instead of allowing the thru movement that crosses incoming/outgoing traffic. At the end of the entrance driveway, a new roundabout is proposed, aligned with the access points to Lots 1 and 10. This roundabout would be built to handle

future vehicle capacities and would result in improved traffic flow. The remaining land from the prior cul-de-sac could be used for open space or new facilities.

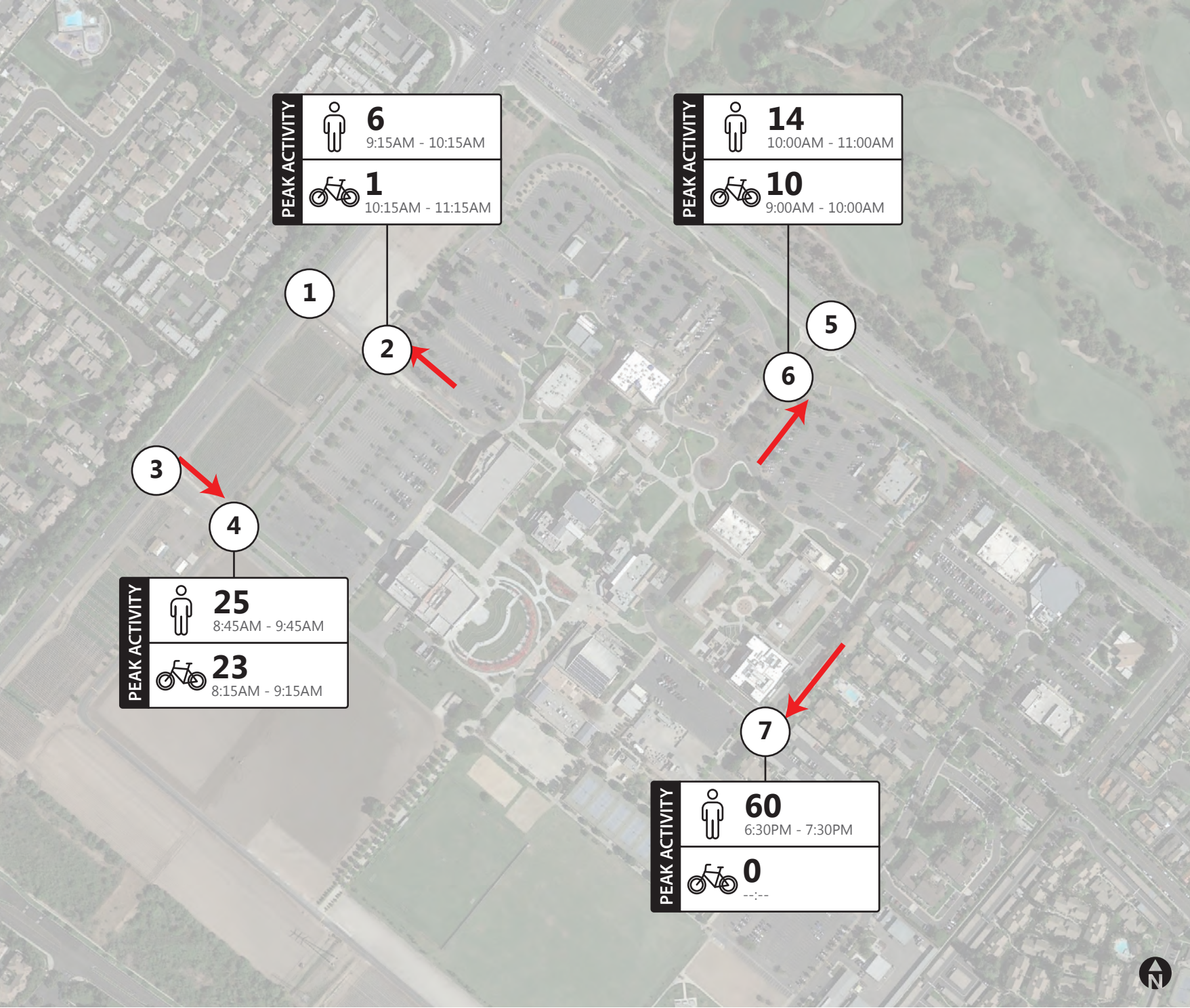
Higher-cost Strategies (Figure 8)

To provide IVC with a comprehensive pedestrian network, a sidewalk along the southwest portion of campus is recommended. This new sidewalk would connect to the entranceway being constructed at Barranca Parkway. Two new pedestrian pathways through Lots 4 and 5 are proposed for pedestrians. These landscaped medians would allow drivers who have parked their cars to walk through the parking lot, removed from the other cars searching for parking. An example of this pathway can be found in the faculty lot (Lot 1).

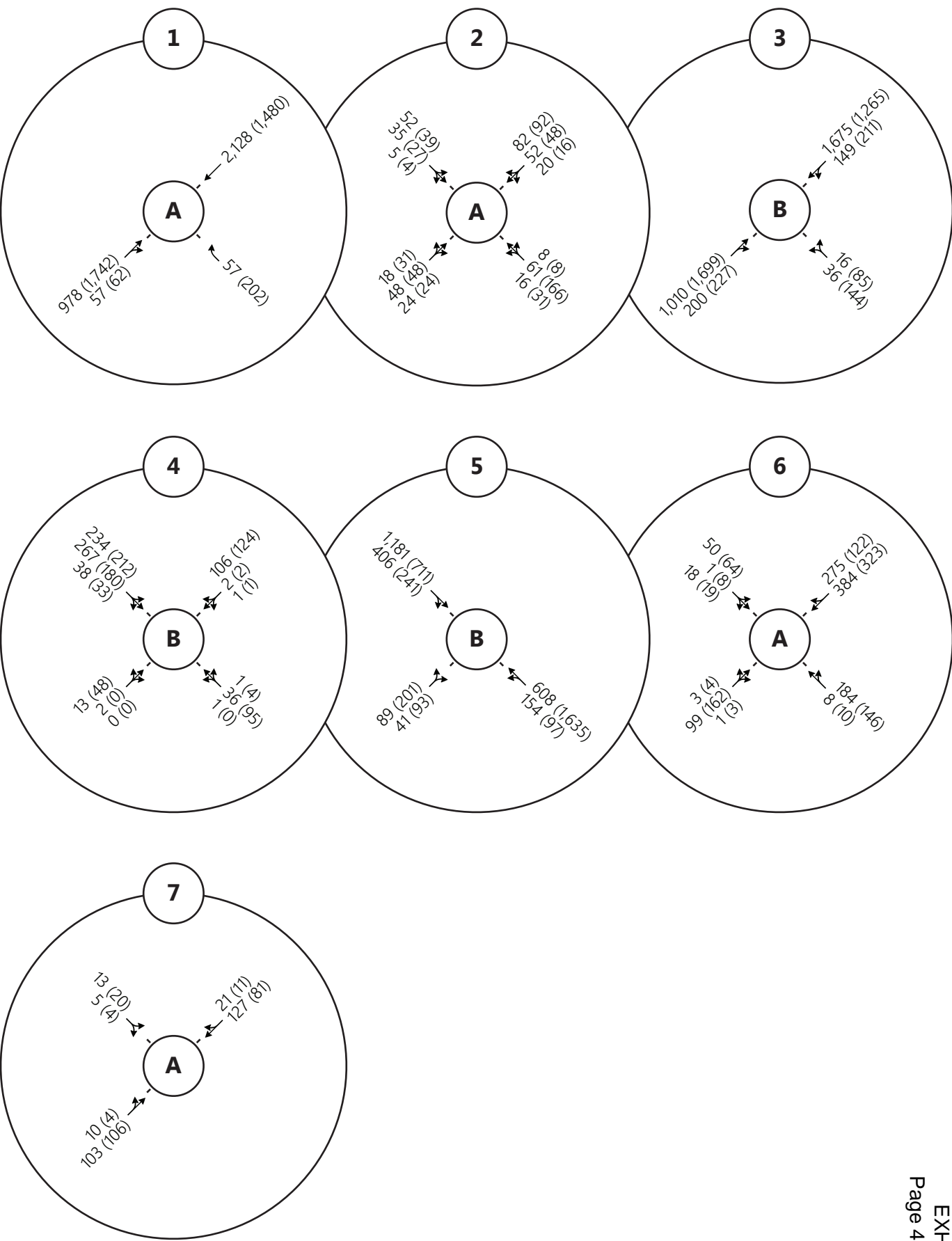
As IVC grows in population, vehicle circulation improvements are needed. The approved Barranca Parkway entranceway will be helpful, but IVC should build three new driveways (two along Jeffery Road, and one at Irvine Center Drive near the Child Development Center) for access into and out of the college. These driveways would be similar to the existing right-in, right-out entranceway along Jeffery Road. Such driveways require less infrastructure than a signalized intersection and will not conflict with the existing entranceways.

Irvine Valley College-only Recommendation
General Recommendation

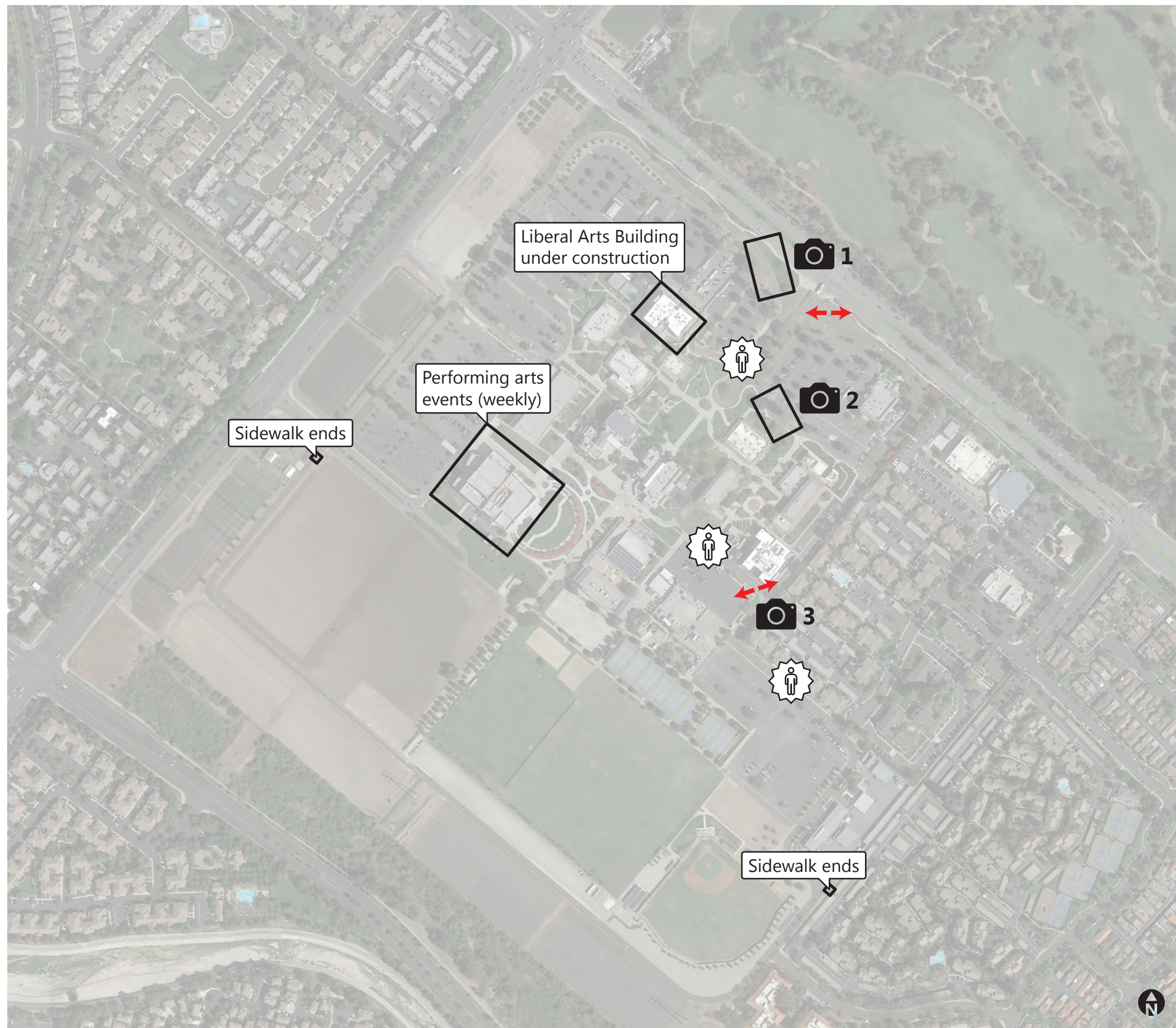
Recommendations for Irvine Valley College			
Recommendation	Cost	Level of Benefit	Benefit Derived
A) Triple 4 crosswalks	Low	Medium	Improves safety by providing a high visibility crosswalk that is more visible to motorists and better directs pedestrians. Reflective makers on leading edge provides better dusk/dawn visibility.
B) Advanced stop/yield bar	Low	Medium	Improves safety by encouraging drivers to stop in advance of a crosswalk or intersection. The setback also allows a pedestrian to better see if a vehicle is not stopping in the adjacent lane.
C) Scheduled maintenance on signs and markings	Low	Medium	Regular maintenance ensures signage and markings remain in good and visible condition for benefit of motorists and pedestrians.
D) Sidewalk infrastructure	Low	High	Provides a safer, off-street, place for pedestrians to walk. Compliant with ADA regulations.
E) Flashing crosswalk beacon	Low	Medium	Increases driver awareness of potential pedestrian conflicts and improves yielding behavior at crosswalks where beacons are activated.
F) Parking lot fence	Low	Medium	Ensures that students do not cut through the drive aisles of Lot 9 when walking from Lot 8, reducing conflict opportunities.
G) Increase speed limit to 25 mph	Low	Low	Allows vehicles to move more quickly along the southern portion of campus, away from pedestrian activity.
H) Radar speed feedback sign	Low	Low	Encourages drivers to slow down if they are traveling above the posted speed limits.
J) Removing speed bumps	Medium	Medium	Removes inappropriate type of device for a “street” and improper placement of speed control device (should not be at the intersection).
K) Speed lumps (at least 100ft from intersections)	Medium	Medium	Improves management of speeds, with lower impact on emergency vehicles.
L) New drop-off/pick-up area	Medium	Medium	Removes conflicts in Lot 10 between drivers looking for parking, drivers using the drop-off/pick-up location, and pedestrians.
M) Building out central median	Medium	High	Reduces potential for vehicle conflicts and simplifies turning movements, both of which improve safety.
N) Convert space to quad/landscaping	Medium	Low	Allows the college to utilize space that was previously occupied by vehicles for campus activities/facilities.
O) Single-lane Roundabout	Medium	High	Improves the capacity and safety of intersections, and is designed to handle growing college population.
S) Pedestrian pathways in parking lots	High	Medium	Allows drivers who have parked their cars to walk to campus in a car-free zone within the parking lot
T) Right-in/right-out driveway	High	High	Increases access in and out of campus without conflicting turning movements.
Note: Recommendations correspond to locations in the supporting Figures, identified by the matching letter.			



Level of Service				Peak Period Turning Movements		Queuing
A	B	C	D	AM 8:00AM - 11:30AM	PM 5:00PM - 7:30PM	EXTENT OF QUEUE AT PEAK
FREE FLOW	REASONABLY FREE FLOW	SOME CONGESTION	NOTICEABLE CONGESTION	X,XXX ↑	(X,XXX) ↑	→



Irvine Valley College - Current Conditions (Middle of Spring 2016 Semester)



📷 1



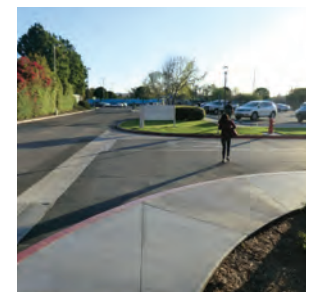
*Difficult movement
with cars exiting and
turning left*

📷 2



*Congested pickups/
dropoffs*

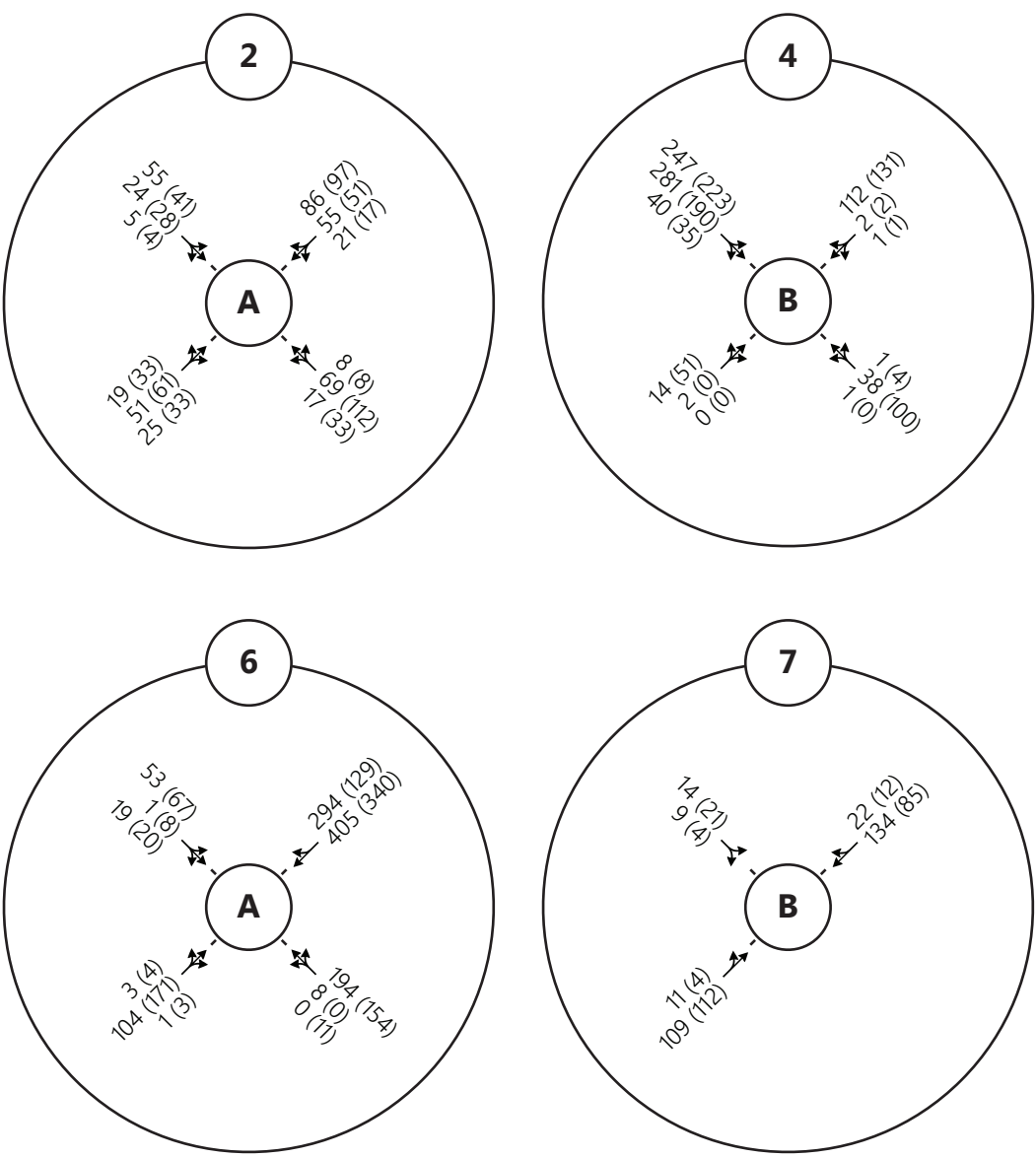
📷 3



Informal pathways

Legend

- 📷 PEDESTRIAN/
VEHICLE
CONFLICT
AREA
- ↔ INFORMAL
PATHWAYS



**Turning movements estimated based upon the ratio of first week of classes peak parking to mid-semester parking totals (a factor of 1.054)*

Level of Service				Peak Period Turning Movements	
A	B	C	D	X,XXX ↑ AM 8:00AM - 11:30AM	(X,XXX) ↑ PM 5:00PM - 7:30PM
FREE FLOW	REASONABLY FREE FLOW	SOME CONGESTION	NOTICEABLE CONGESTION		



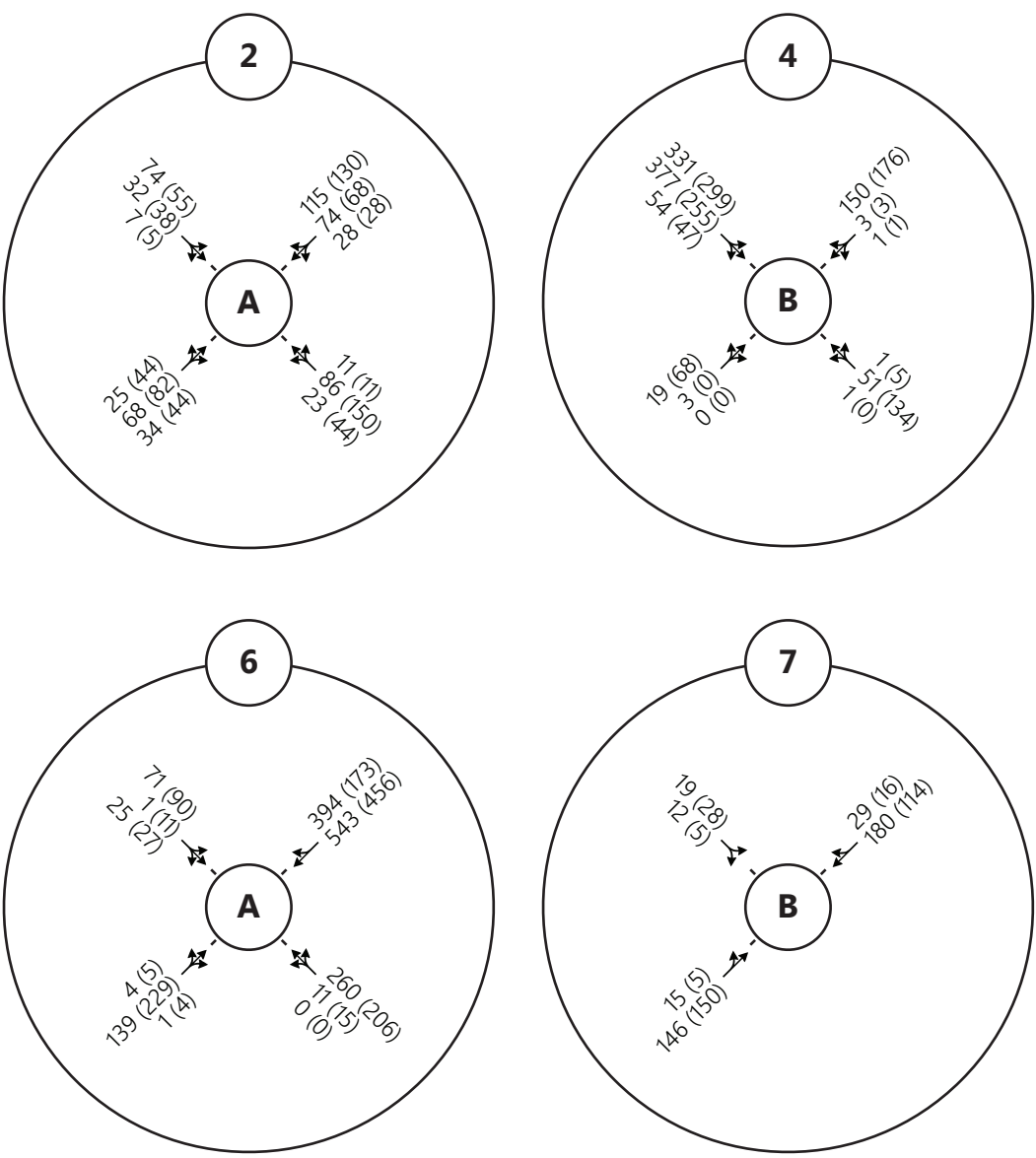
Irvine Valley College - Peak Conditions (Beginning of Spring 2016 Semester)

Figure 3



Irvine Valley College - Near Term Changes Planned Through 2021

Figure 4



**Turning movements estimated by applying a factor to peak semester period based on the estimated student population in 2030 as listed in the 2011 Master Plan (factor of 1.34)*

Level of Service				Peak Period Turning Movements	
A	B	C	D	X,XXX ↑ AM 8:00AM - 11:30AM	(X,XXX) ↑ PM 5:00PM - 7:30PM
FREE FLOW	REASONABLY FREE FLOW	SOME CONGESTION	NOTICEABLE CONGESTION		



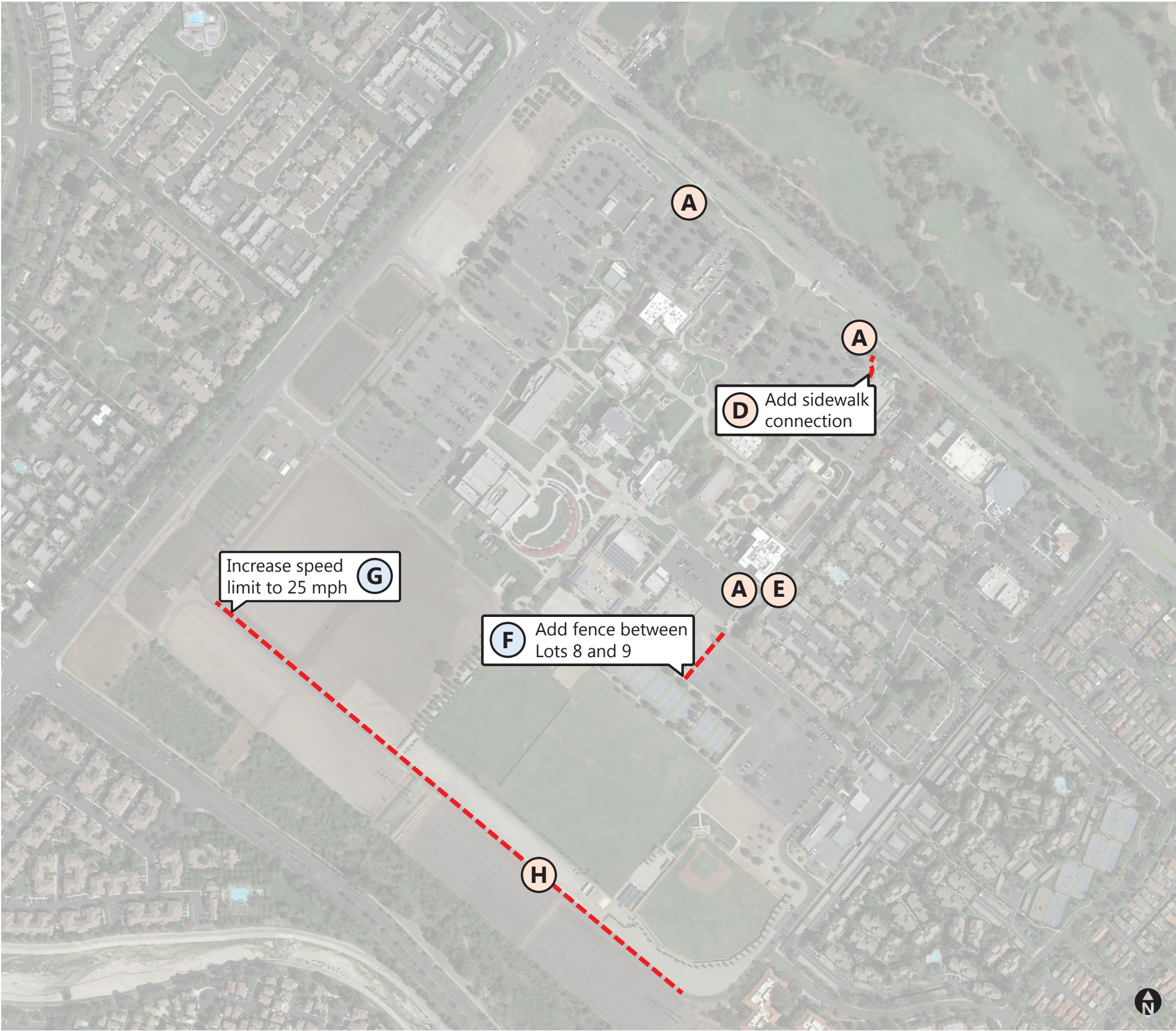
Freshen Markings and Adopt Consistent Signs and Markings



Triple 4 crosswalks



Advanced stop/yield bars



A Reference to summary table

A



Add Triple 4 crosswalk

E



Install flashing crosswalk beacon

H



Install radar speed feedback sign





(A) Reference to summary table

(K)



Add speed lumps

(O)



Install single-lane roundabout

(L)



Add indented driveway for pickups and dropoffs, and move student pickup/dropoff zone to this location

Manage Speeds



Speed lumps

Figure 7

Irvine Valley College - Moderate Cost Strategies



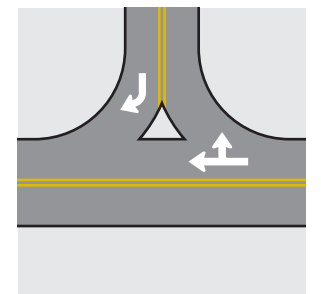
(A) Reference to summary table

(S)



Install pedestrian pathway

(T)



Construct right-in right-out driveway

Figure 8

Proposed Strategies for Circulation Improvements and Management - Saddleback College

For Saddleback College, Fehr & Peers proposes approximately 20 individual strategies to improve on the issues listed in the Existing Conditions Report. A majority of the suggestions are related to physical infrastructure improvements, but several of the ideas are operational in nature. These recommended improvements are grouped into lower-, moderate-, and higher-cost strategies.

Strategies for improving the pedestrian environment at Saddleback would decrease conflicts between cars and pedestrians and create a more pleasant walking environment for students, faculty, staff, and visitors. This would result in more consistent transportation circulation, and facilitate strategies focused on improving automobile circulation in the future.

Lower-cost Strategies (Figure 6)

In an effort to improve consistency on campus, Saddleback should adopt clear signage and markings. Triple 4 crosswalks and advanced stop/yield bars should replace the existing markings. Maintenance on existing signs and markings should also occur regularly.

For Saddleback, increased sidewalk coverage on the western side of campus is recommended. Adding sidewalks along the Marguerite Parkway entrance would reduce informal pathways on and off the street. Triple 4 crossings at the internal intersection of this entrance would allow for better pedestrian connection to campus facilities. The addition of sidewalks along the western parallel parking spaces on College Drive would improve circulation by minimizing car and pedestrian interaction. Triple 4 crosswalks at the end of this new sidewalk, and the sidewalk connecting to the Marguerite entrance, would allow protected access along Theatre Circle. Two new flashing crosswalk beacons, activated by pedestrians, are suggested for the heavily used crosswalks near the baseball field and Lot 5A.

To improve traffic flow at the main campus entrance, a conversion of the southbound thru-right turning lane to a right-turn only lane is recommended. This would reduce congestion and decrease the confusion of the other intersection legs that currently wait to see which movement is made. Speeding drivers at the southern end of campus can be deterred with the installation of a radar speed feedback sign on College Drive East.

Moderate-cost Strategies (Figure 7)

It is recommended that Saddleback remove its current speed bumps and replace them with speed lumps. Speed lumps improve management of speeds, but have less impact on emergency vehicle access and movement. Saddleback should also remove all existing speed bumps that have been built immediately before and after stop signs. The new speed lumps should be spaced at least 100 feet from intersections.

To further improve the pedestrian environment on campus, the sidewalk connection to the Avery Parkway entrance on the west side should be completed. The addition of a pedestrian pathway on Library Drive and College Drive East would reduce conflict opportunities. Also aiding in speed management and pedestrian comfort would be the installation of a raised crosswalk at the intersection of Library Drive and College Drive East.

Vehicle circulation is an issue near Lots 9 and 10, which could be remedied by changes to the entrances/exits of those

lots. By closing the access points at both lots nearest to the stop signs, traffic at College Drive intersections would not be as heavily impacted by turning vehicles. Shifting the entrance/exits to align with existing drive aisles would minimize changes needed in Lots 9 and 10. A right-in, right-out access point along Library Drive for Lot 9 would provide more opportunities for drivers to enter and exit the lot while avoiding congested.

The College Drive West three-legged intersection off of Marguerite Parkway has congestion occurring on its southbound movements when a vehicle attempts to make a left-hand turn. There is space at this approach to create separate right-turn only and left-turn only lanes for southbound moving vehicles. Creating these individual turning lanes would remove a reoccurring bottleneck point on campus.

Higher-cost Strategies (Figure 8)

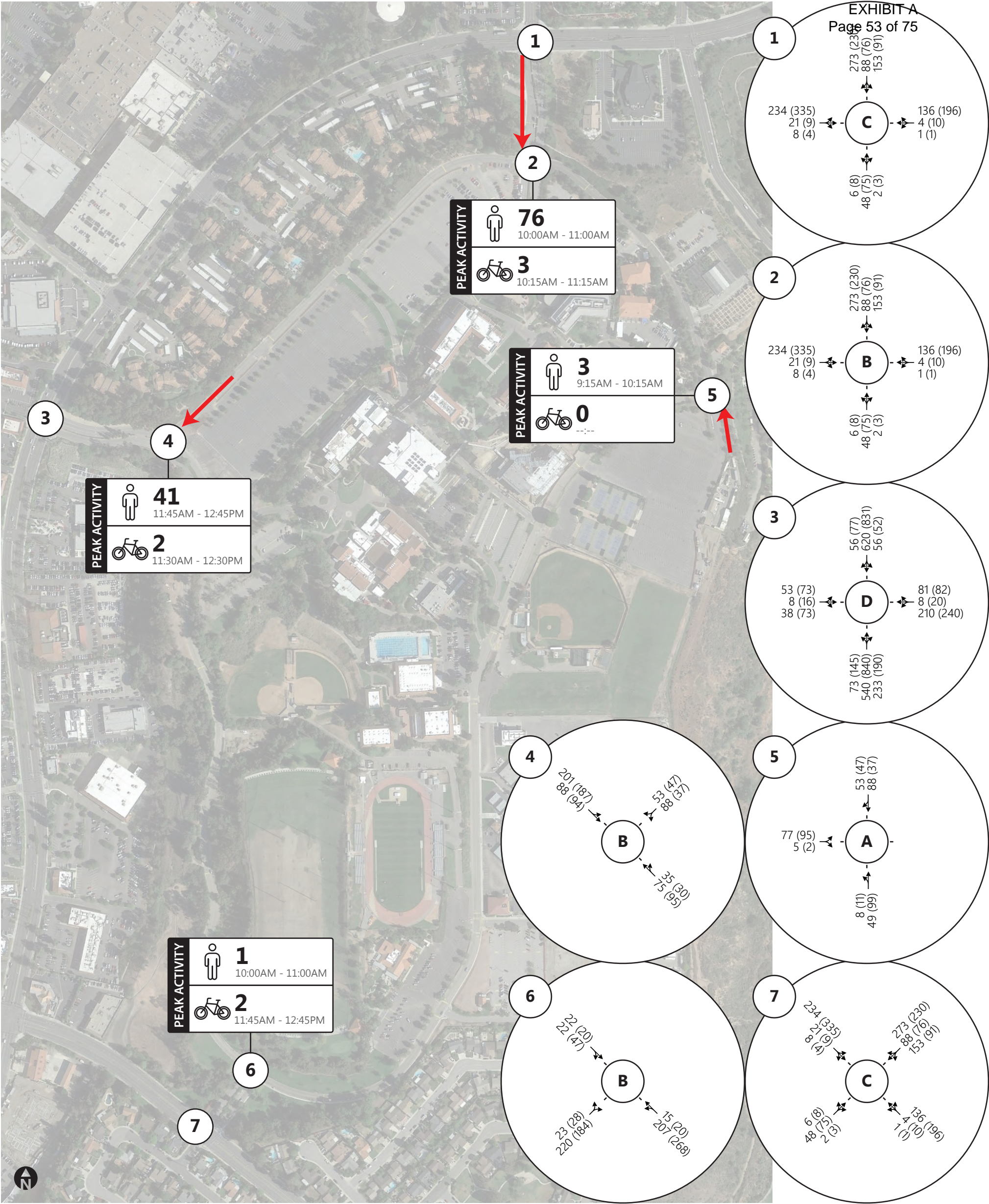
To decrease conflicts between pedestrians and vehicles along College Drive on the eastern side of campus, a pedestrian-only segment is proposed between Security Road and Library Drive. To ensure that cars do not drive on this portion of campus, bollards should be installed at several strategic locations along the street. These bollards would be automated to rise up and down, allowing access for staff when needed, and during special or emergency events. This improvement would only be feasible with the implementation of the Outer Loop Road. This proposed roadway would bypass Lower Campus and the athletic fields, connecting to Lot 5A on the northern part of campus. The Outer Loop Road, plus a segment through the current East Practice Fields, would be needed to allow vehicles to drive around the pedestrian-only segment of campus, or to access certain portions of it. Being able to control for vehicles along this part of College Drive would help in creating a conflict-free zone for pedestrians when needed.

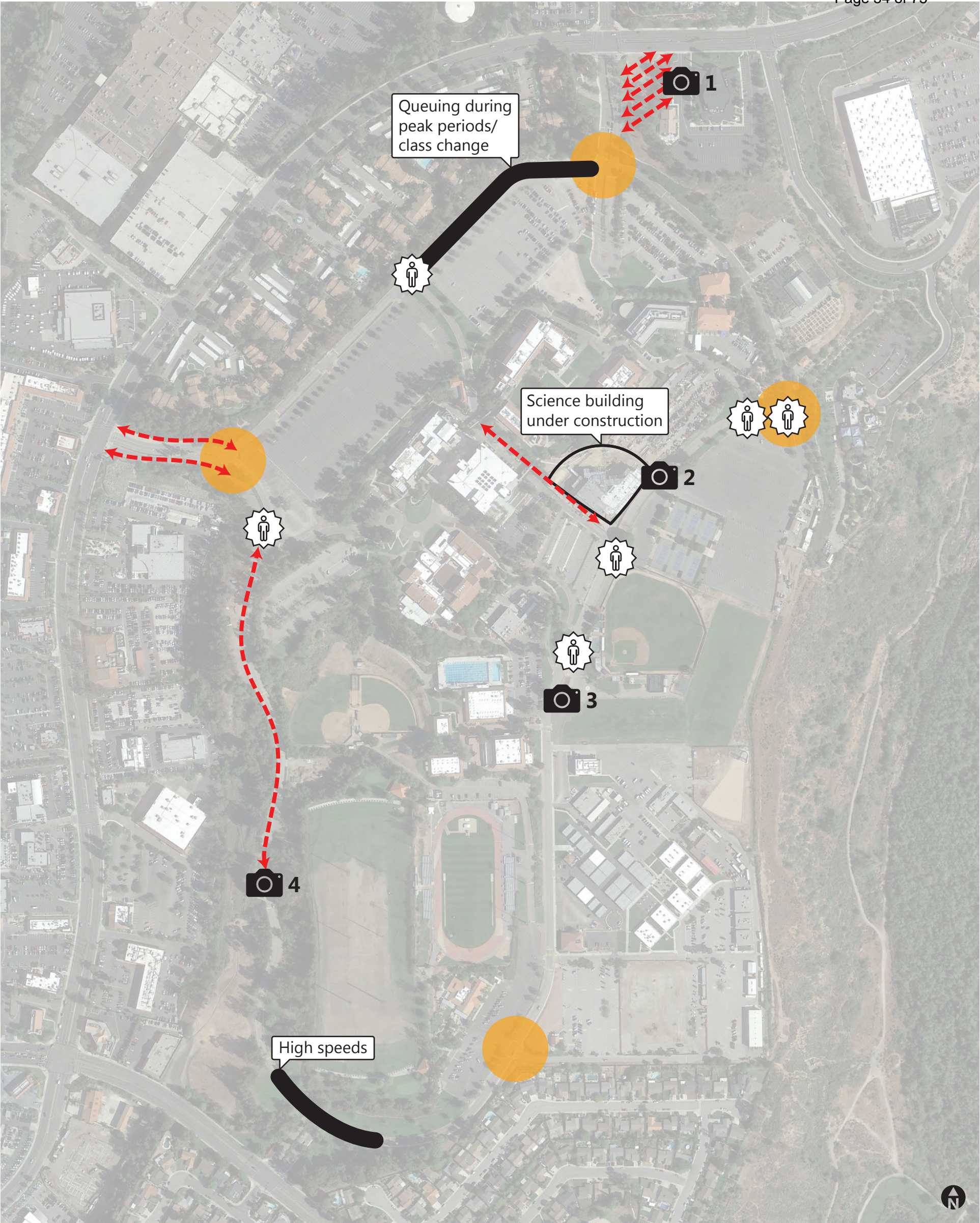
Assisting in the improvement of vehicle circulation is a suggested realignment of the Avery Parkway entrance. The primarily traffic movement at this part of campus is between the Avery entrance and College Drive East. Few cars travel into or out of campus via College Drive West at this location. Realigning this entrance to make a “thru” movement between College Drive East and the entrance driveway would reduce the need for the majority of cars leaving campus to make left turns. The lesser used pathway (onto College Drive West) would become the left turning movement. Not only would this reduce the potential for vehicle conflicts, it would also increase the efficiency of vehicles entering and exiting from Avery. Roundabouts should be installed at the internal intersections of the two campus entrances off of Marguerite Parkway. The main entrance to campus would need a single-lane roundabout with a bypass turning lane in the southbound right direction to facilitate efficient vehicular flow as student population increases. A single-lane roundabout for the other intersection would be sufficient. These roundabouts would increase the entering and exiting vehicle capacities at these entrance intersections, enhance safety¹, and allow for beautification. Real-time parking information, posted via digital signs at the major campus entrances, would also aid in vehicle circulation and reduce congestion, by efficiency informing drivers where to find available parking spaces.

¹ Roundabouts reduce the types of crashes where people are seriously hurt or killed by 78-82% when compared to conventional stop-controlled and signalized intersections (AASHTO Highway Safety Manual).

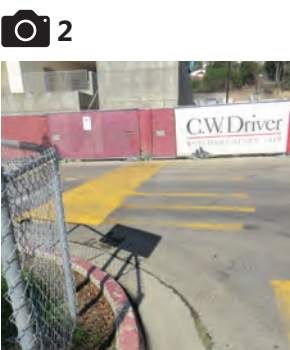
Saddleback-only Recommendation
General Recommendation

Recommendations for Saddleback College			
Recommendation	Cost	Level of Benefit	Benefit Derived
A) Triple 4 crosswalks	Low	Medium	Improves safety by providing a high visibility crosswalk that is more visible to motorists and better directs pedestrians. Reflective markers on leading edge provides better dusk/dawn visibility.
B) Advanced stop/yield bar	Low	Medium	Improves safety by encouraging drivers to stop in advance of a crosswalk or intersection. The setback also allows a pedestrian to better see if a vehicle is not stopping in the adjacent lane.
C) Scheduled maintenance on signs and markings	Low	Medium	Regular maintenance ensures signage and markings remain in good and visible condition for benefit of motorists and pedestrians.
D) Sidewalk infrastructure	Low	High	Provides a safer, off-street, place for pedestrians to walk. Compliant with ADA regulations.
E) Flashing crosswalk beacon	Low	Medium	Increases driver awareness of potential pedestrian conflicts and improves yielding behavior at crosswalks where beacons are activated.
H) Radar speed feedback sign	Low	Low	Encourages drivers to slow down if they are traveling above the posted speed limits.
I) Convert southbound thru-right lane to right-turn only lane	Low	High	More efficient and reduces opportunity for conflict from other vehicle approaches.
J) Removing speed bumps	Medium	Medium	Removes inappropriate type of device for a “street” and improper placement of speed control device (should not be at the intersection).
K) Speed lumps (at least 100ft from intersections)	Medium	Medium	Improves management of speeds, with lower impact on emergency vehicles.
O) Single-lane Roundabout	Medium	High	Improves the capacity and safety of intersections, and is designed to handle growing college population.
P) Building new turning lane	Medium	High	Reduces congestion and potential for conflicts as individual turning movements receive their own approach lanes.
Q) Raised crosswalk	Medium	Medium	Provides pedestrians with a level street crossing and makes pedestrians more visible to approaching motorists.
R) Reconfiguring parking lot entrances/exits	Medium	High	Improves access in and out of parking lots 9 & 10, and reduces congestion at nearby intersections.
U) Pedestrian-only zone	High	Medium	Separates pedestrians and vehicles along a popular corridor, reducing the potential for collisions.
V) Outer Loop Road	High	Medium	Allows vehicles to bypass an area of campus with pedestrians and provides direct access to several parking lots.
W) Automated bollards	High	Low	Provides flexibility in controlled access for vehicles.
X) Single-lane roundabout with bypass lane	High	High	Improves capacity and safety of intersections, and bypass lane is designed to accommodate high turning movement.
Y) Entrance realignment	High	High	Reduces the potential for vehicle conflicts, and increases the efficiency of vehicles entering and exiting from Avery.
Z) Real-time parking information	High	High	Aids in vehicle circulation and reduces congestion by instantly informing drivers where to find available parking spaces.
Note: Recommendations correspond to locations in the supporting Figures, identified by the matching letter.			





Informal pathways



Science building under construction



Faded pedestrian infrastructure



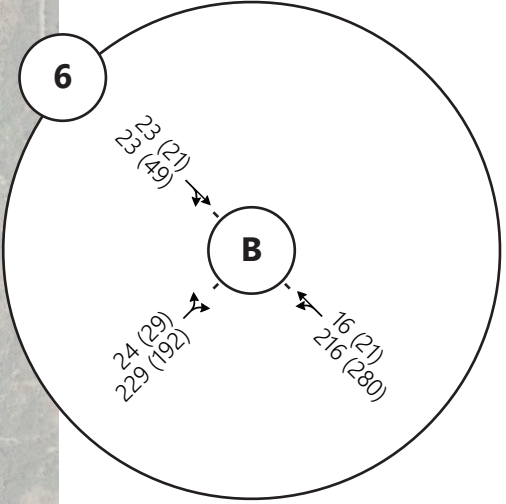
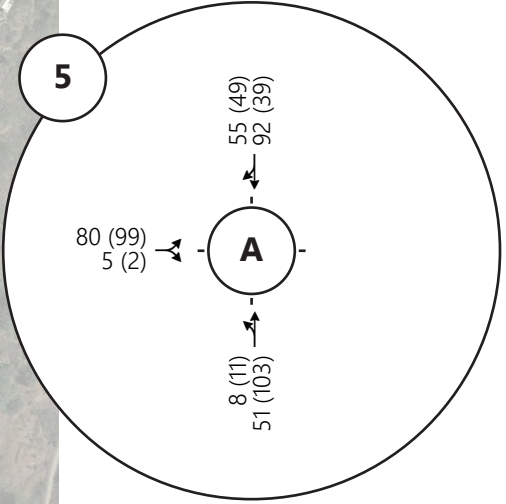
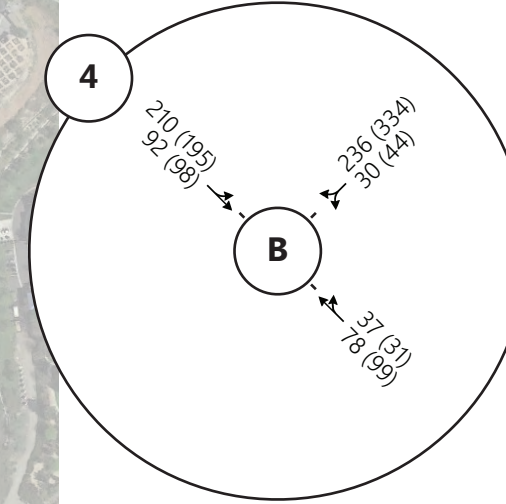
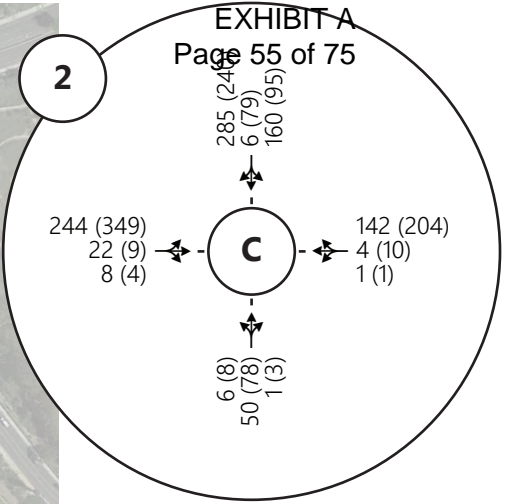
Lack of sidewalk

Legend

- PEDESTRIAN/VEHICLE CONFLICT AREA
- POTENTIAL EVACUATION BOTTLENECK
- INFORMAL PATHWAYS



Figure 2
Saddleback College - Observed Issues



**Turning movements
estimated based upon
the ratio of first week of
classes peak parking to
mid-semester parking
totals (a factor of 1.043)*

Level of Service			
A	B	C	D
FREE FLOW	REASONABLY FREE FLOW	SOME CONGESTION	NOTICEABLE CONGESTION

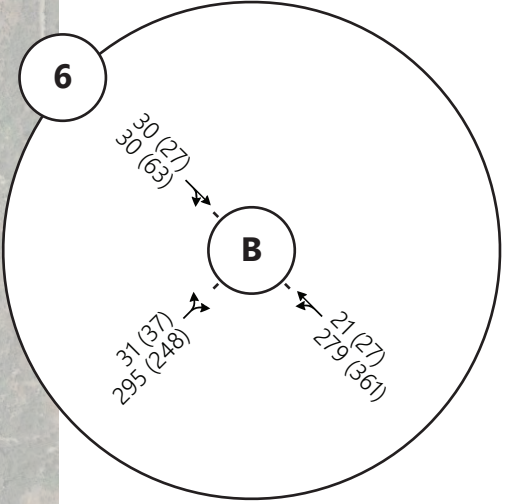
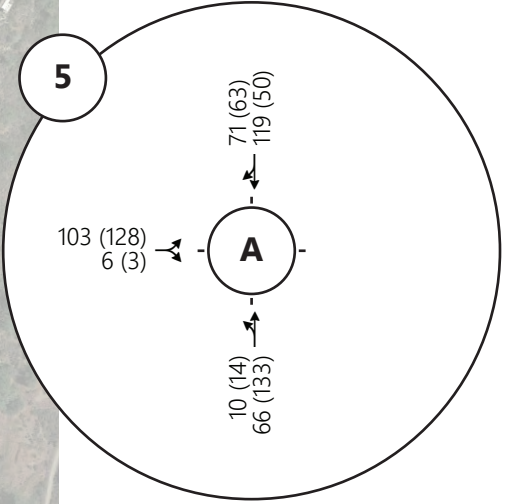
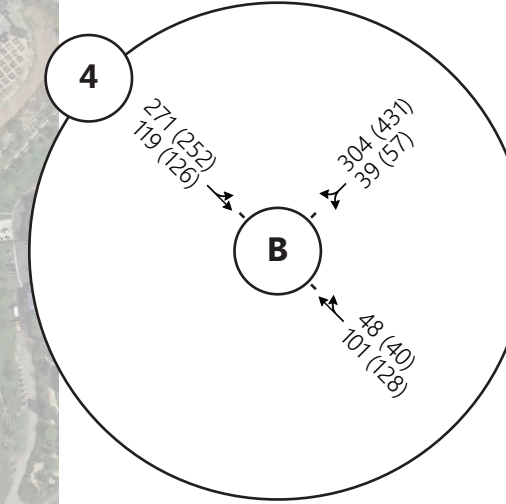
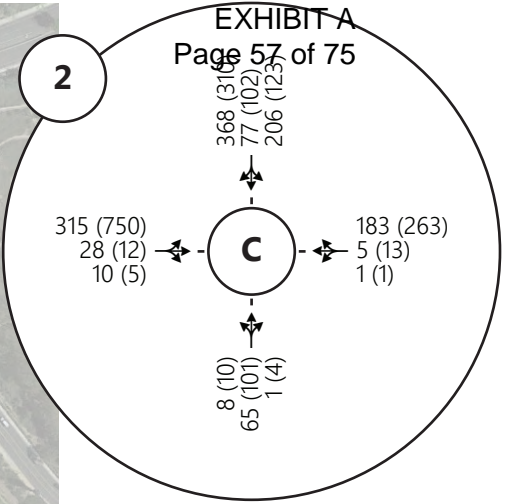
Peak Period Turning Movements	
X,XXX ↑ AM 9:00AM - 12:00PM	(X,XXX) ↑ PM 12:00PM - 1:00PM



Figure 3
Saddleback College - Peak Conditions (Beginning of Spring 2016 Semester)



Figure 4
Saddleback College - Near Term Changes Planned Through 2021



**Turning movements estimated by applying a factor to peak semester period based on the estimated student population in 2030 as listed in the 2011 Master Plan (factor of 1.29)*

Level of Service

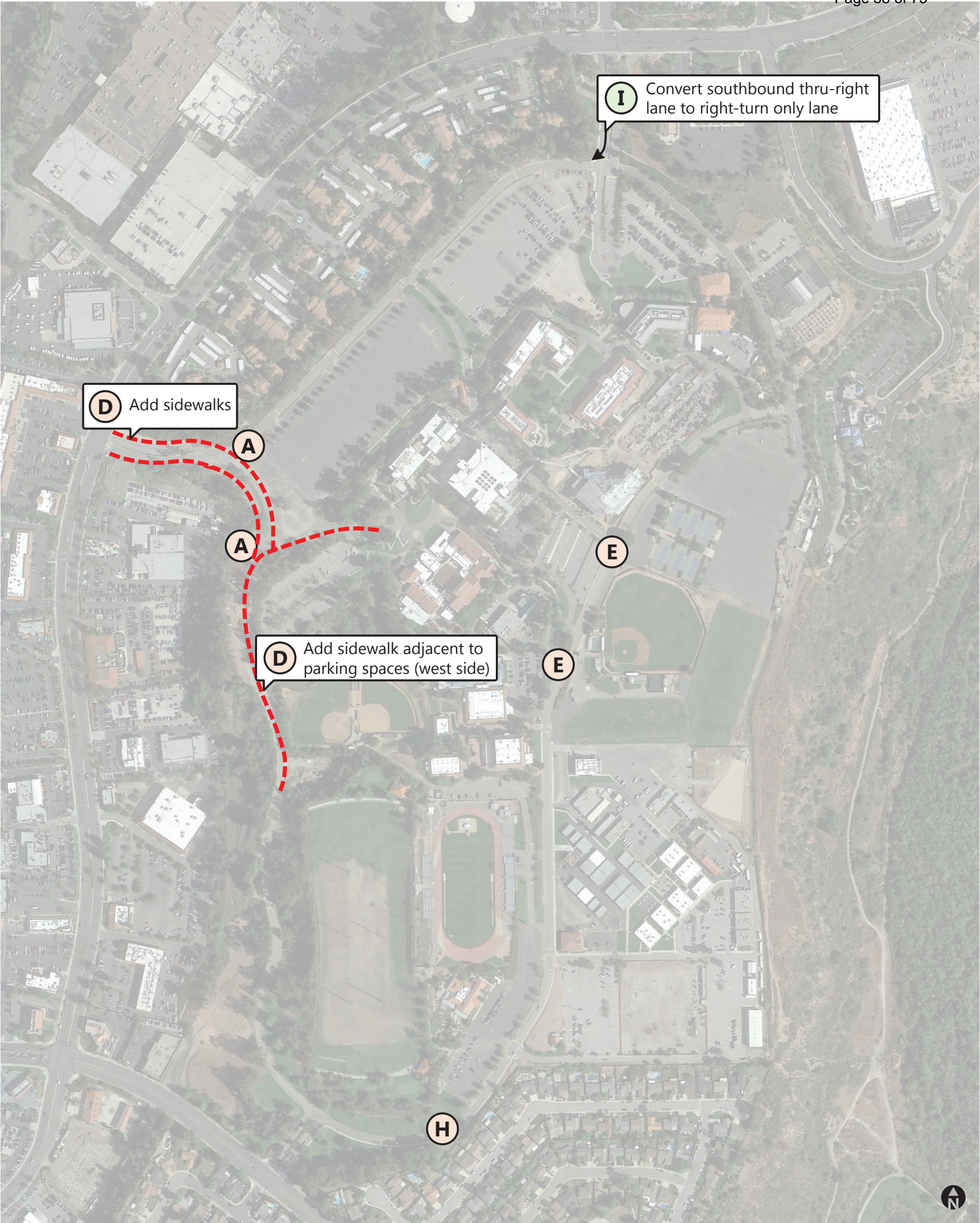
- A**
FREE FLOW
- B**
REASONABLY
FREE FLOW
- C**
SOME
CONGESTION
- D**
NOTICEABLE
CONGESTION

Peak Period Turning Movements

- X,XXX
↑
AM
9:00AM -
12:00PM
- (X,XXX)
↑
PM
12:00PM -
1:00PM

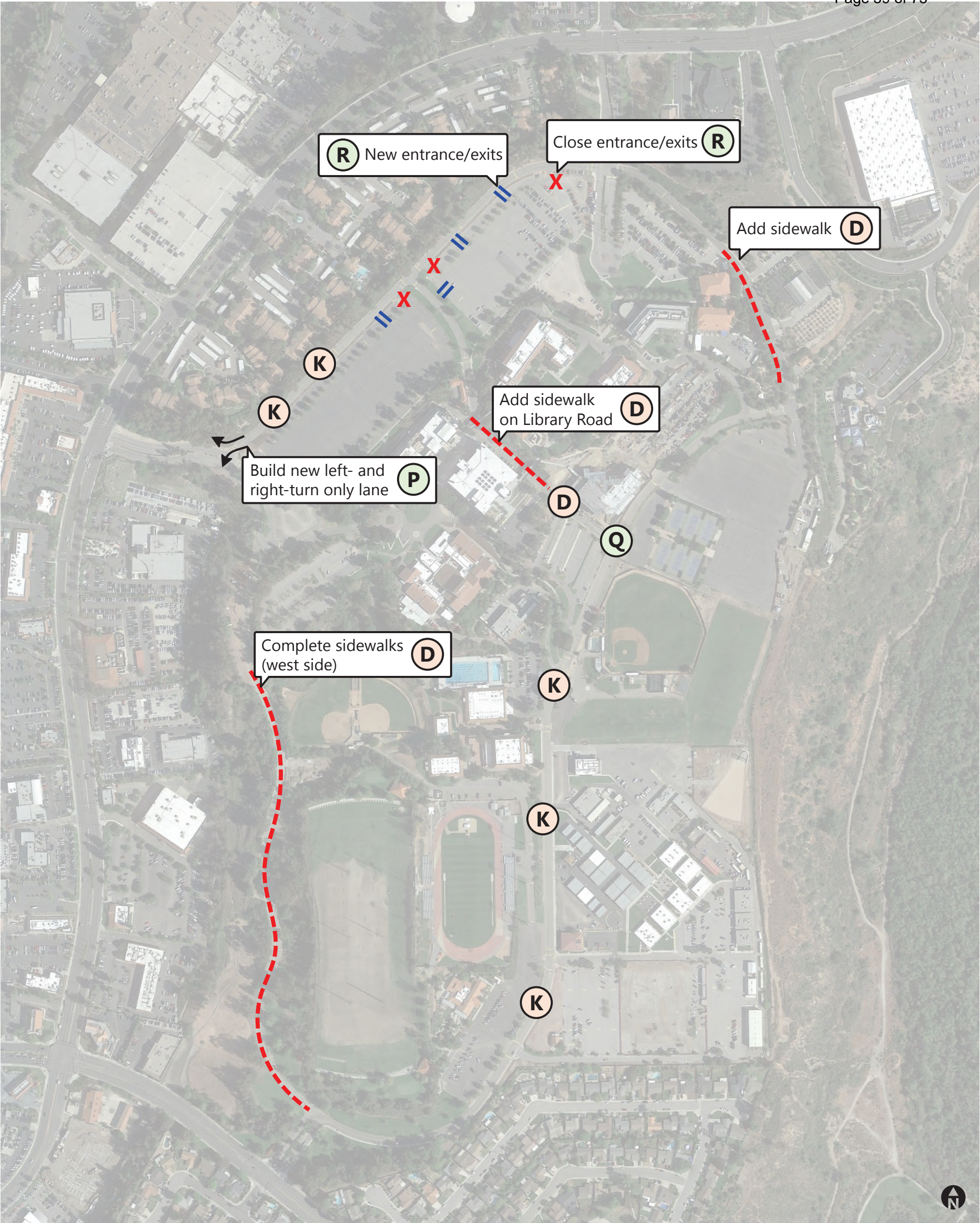


Figure 5
Saddleback College - Future Conditons (2030)



A Reference to summary table

Figure 6
Saddleback College - Lower Cost Strategies



Install speed lumps



Add sidewalk on Library Road



Install raised crosswalks



Speed lumps

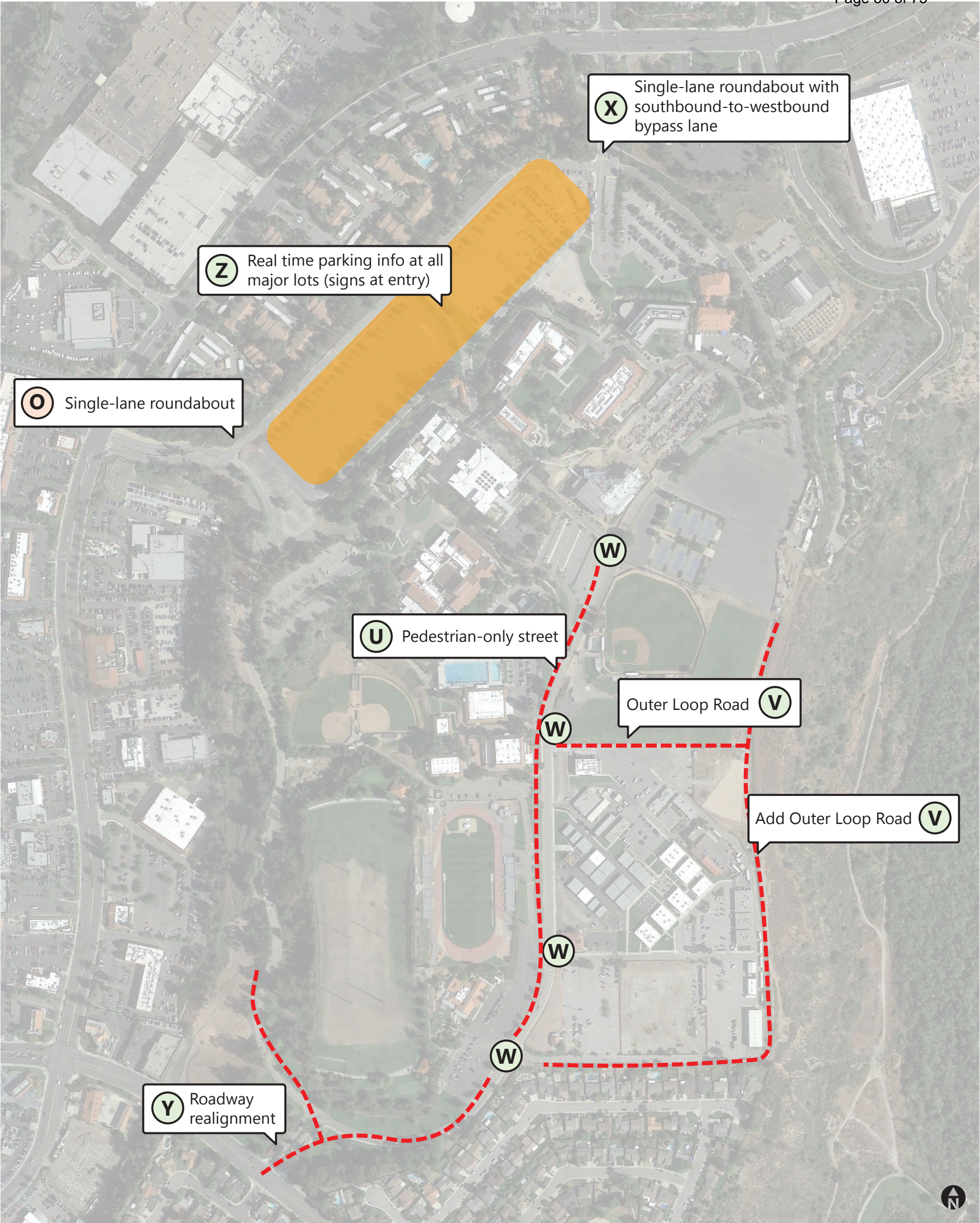


Raised crosswalks



(A) Reference to summary table

Figure 7
Saddleback College - Moderate Cost Strategies



Install roundabouts



Add bollards that are retractable during staff/ special events (only if Outer Loop Road is built)


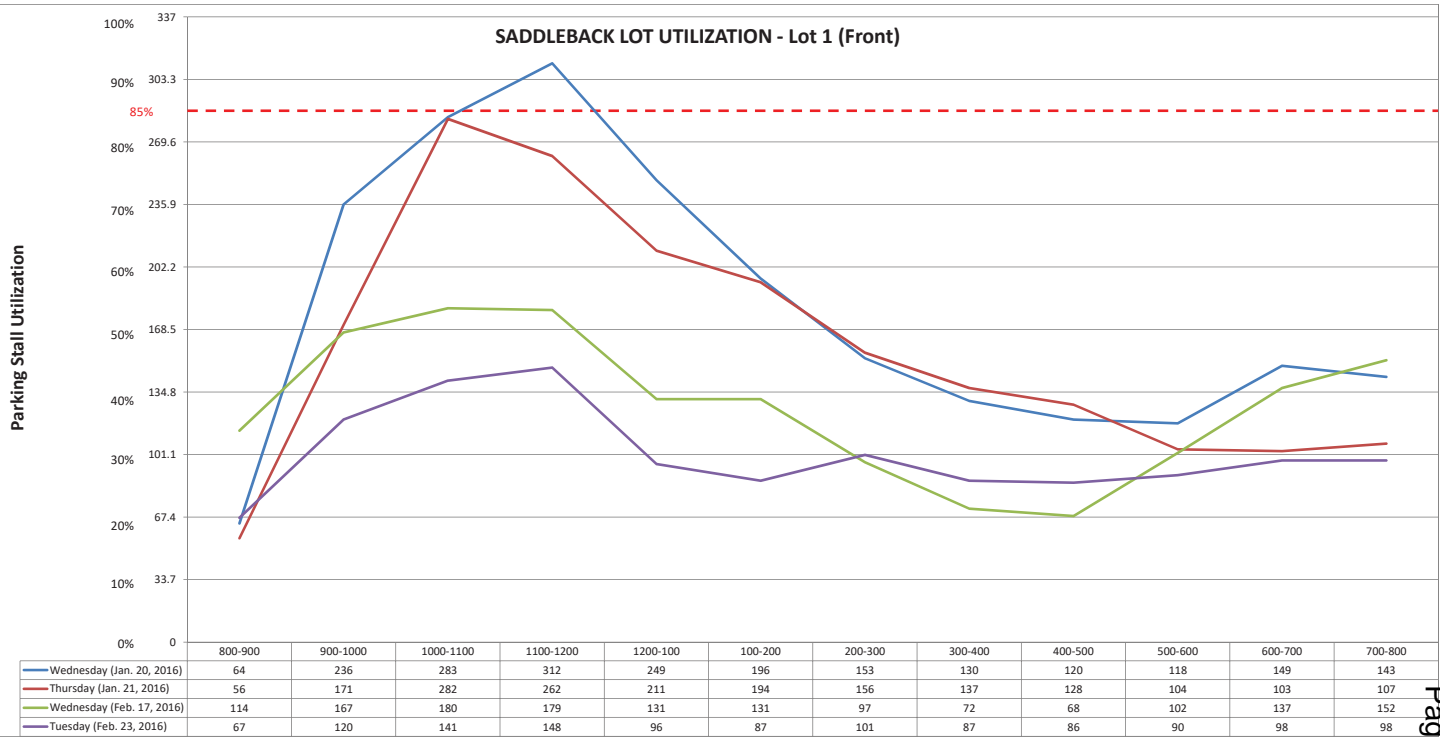
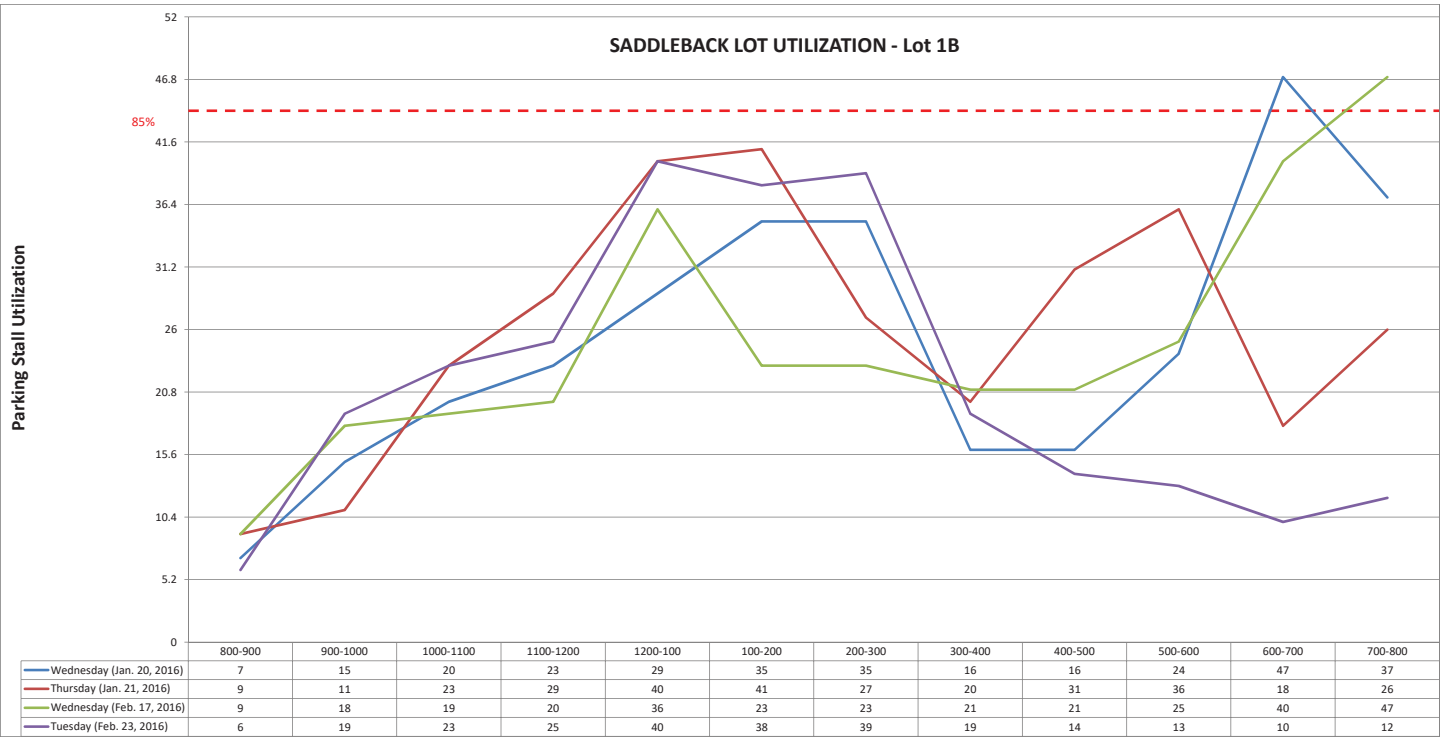
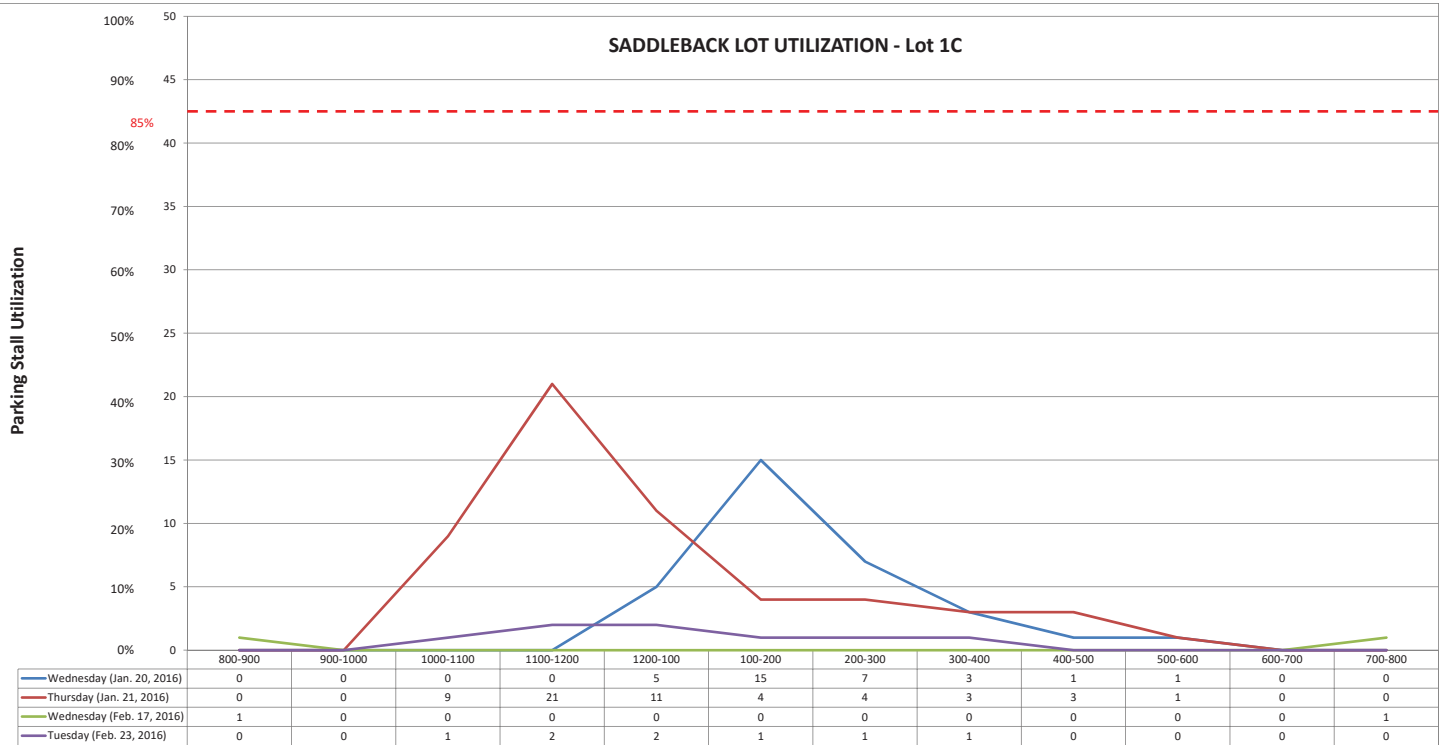
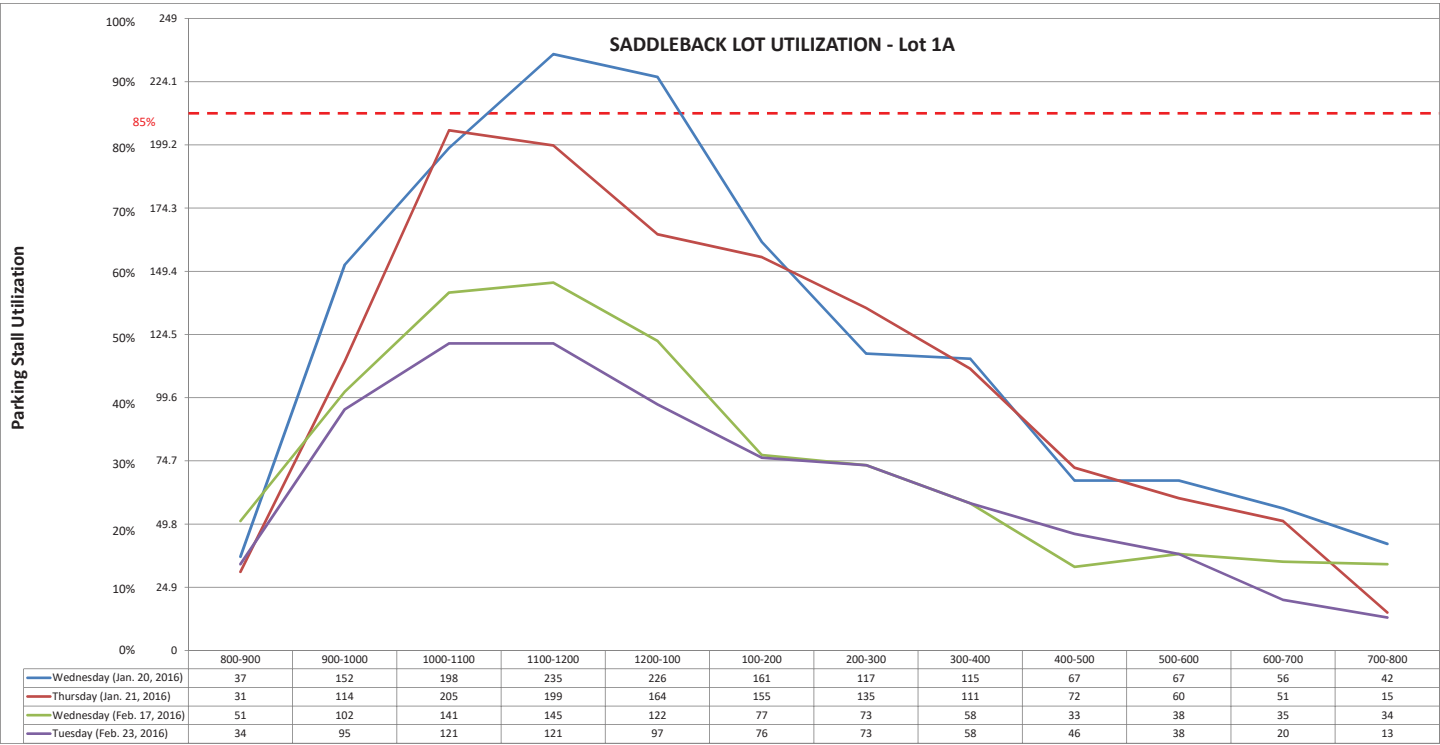
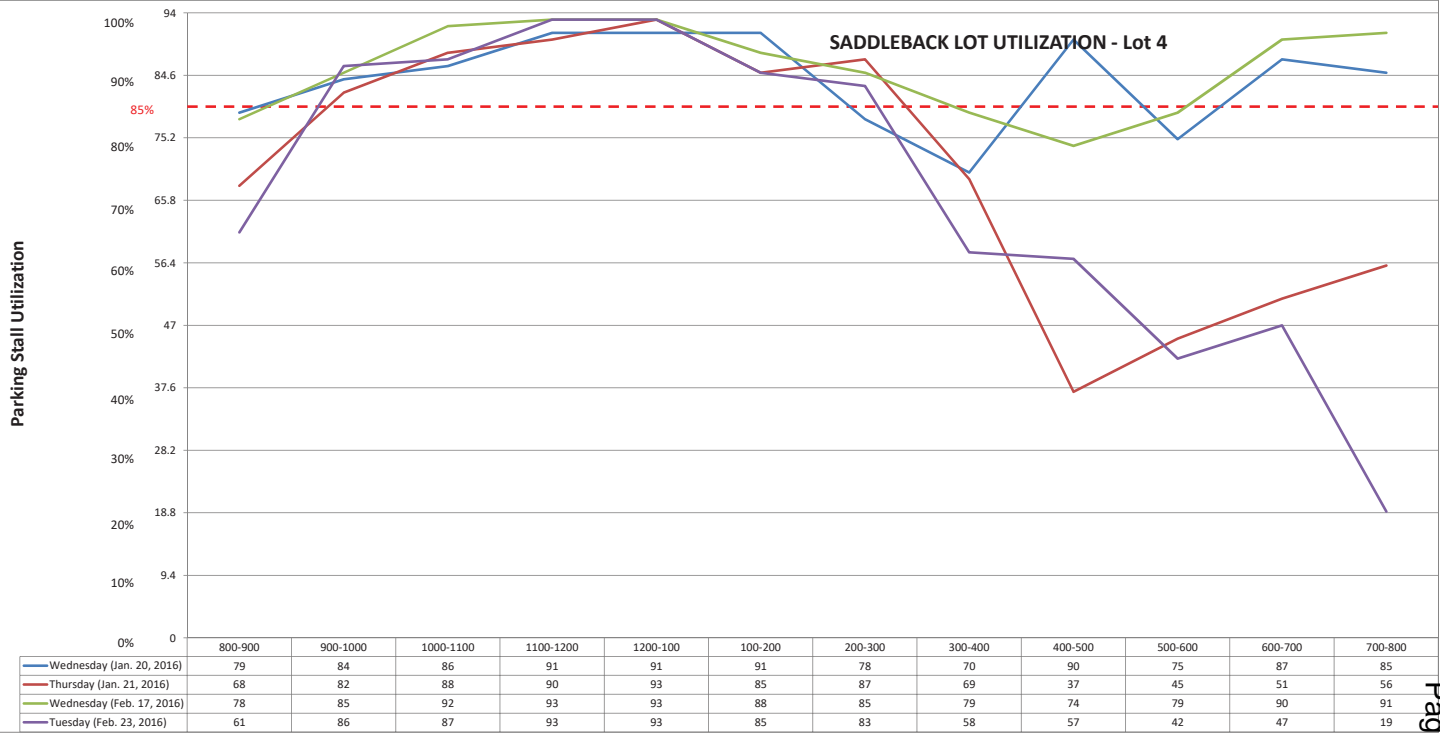
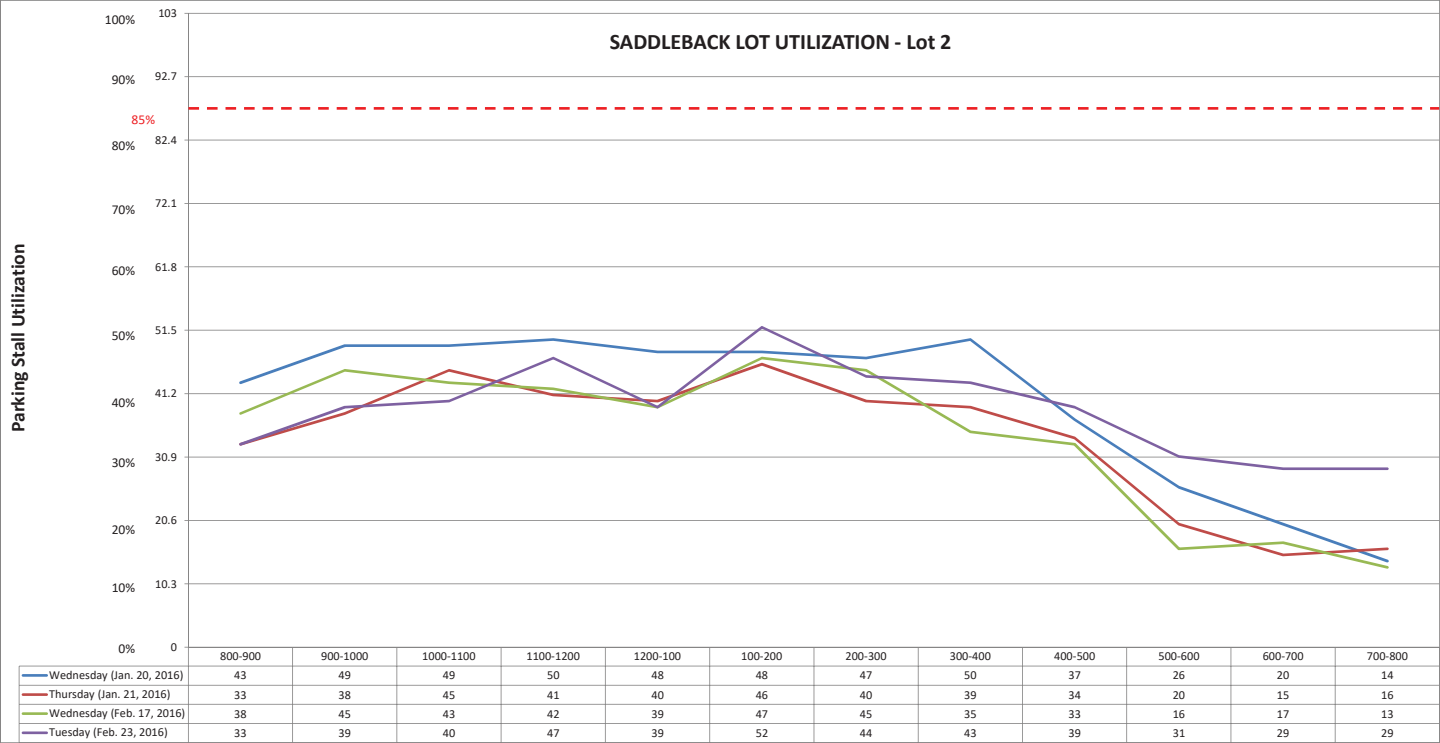
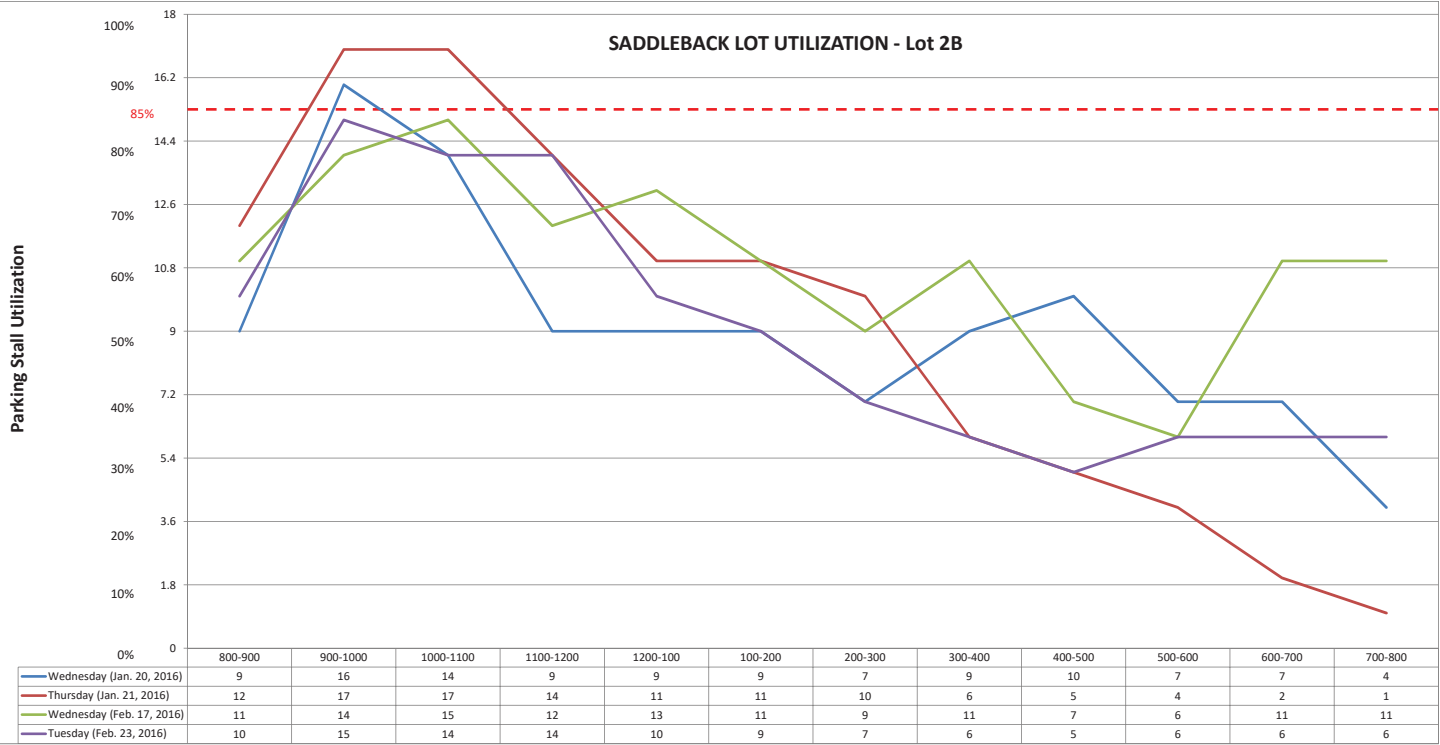
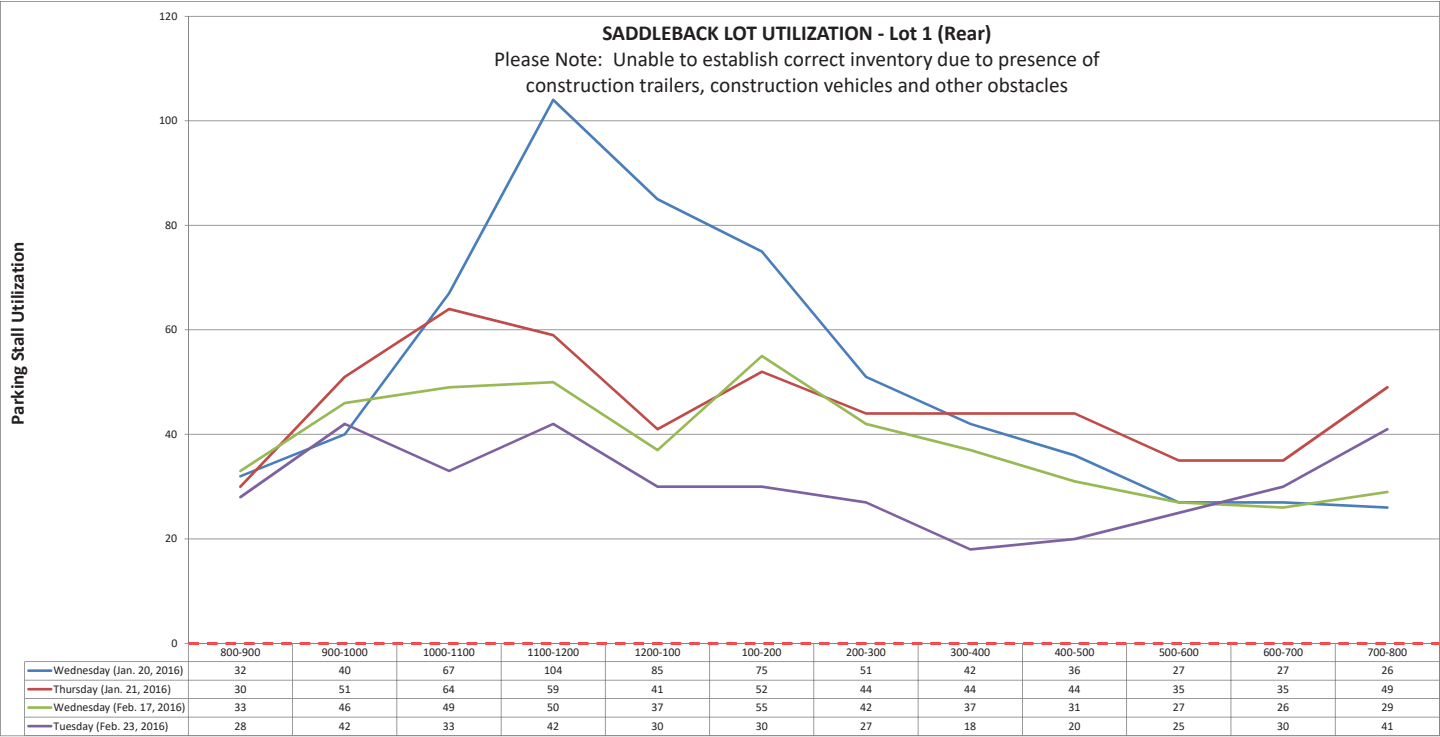
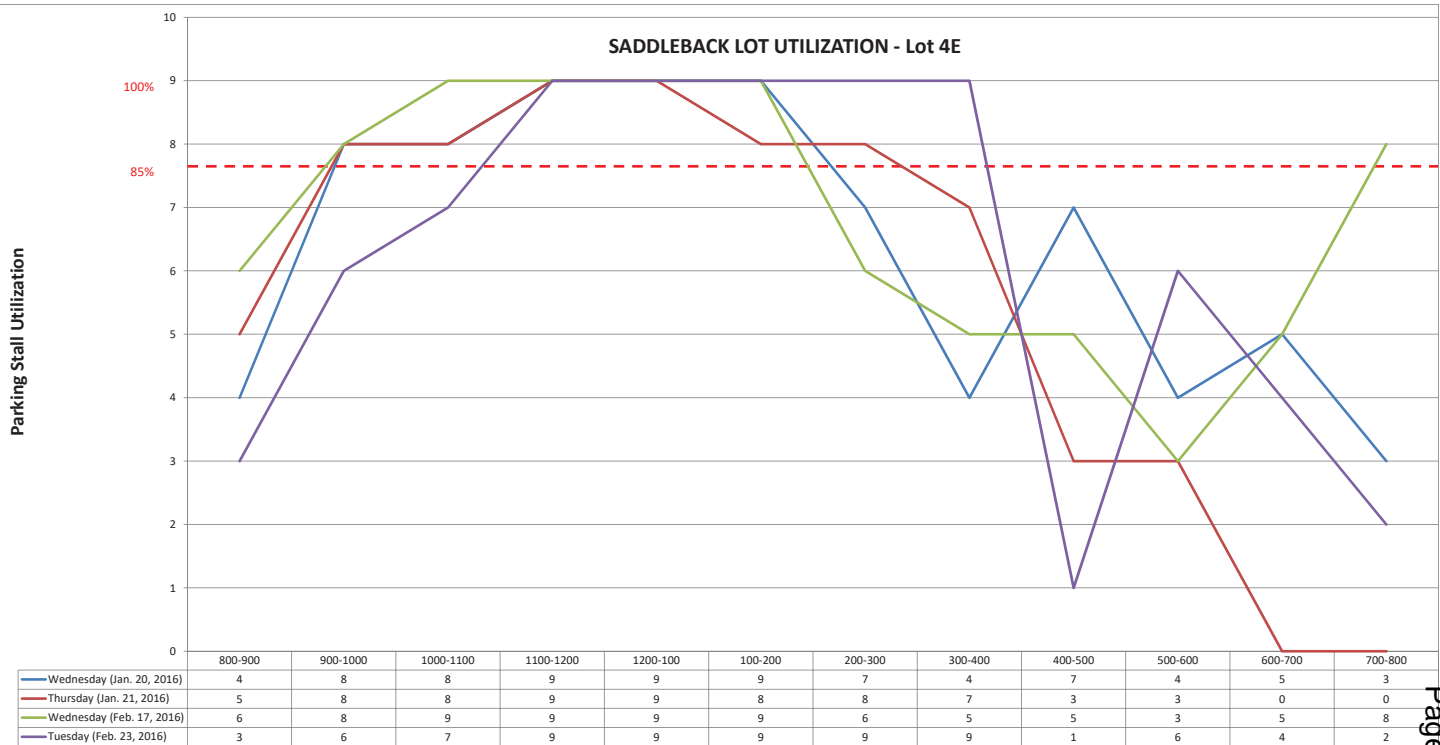
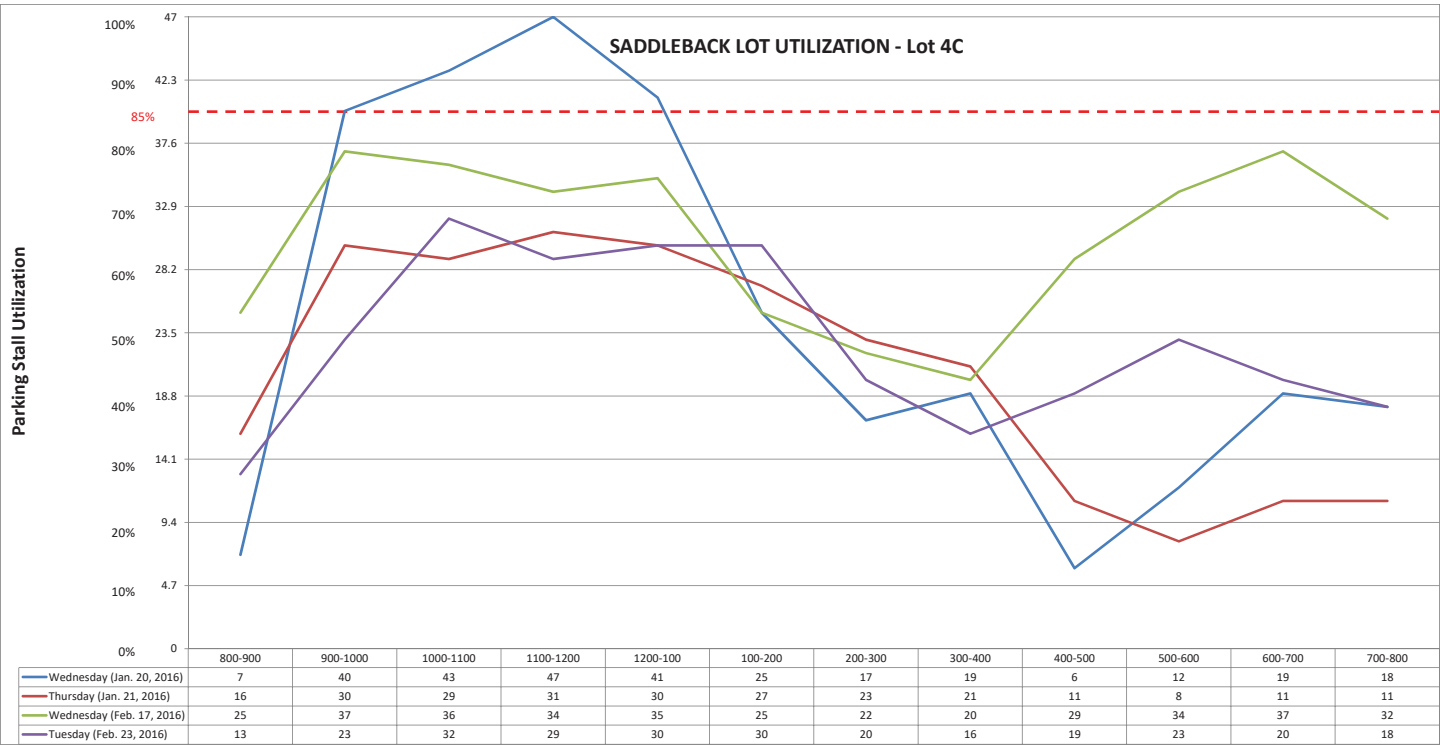
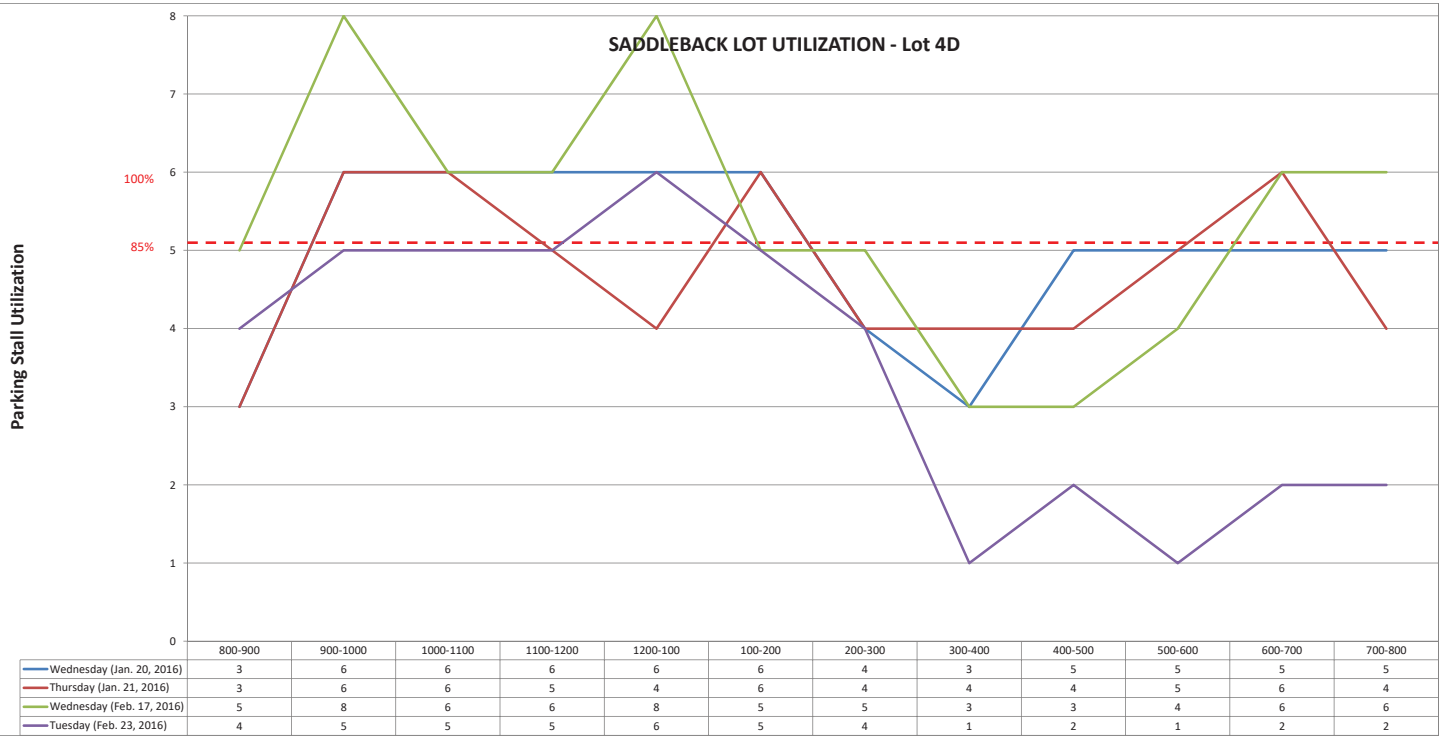
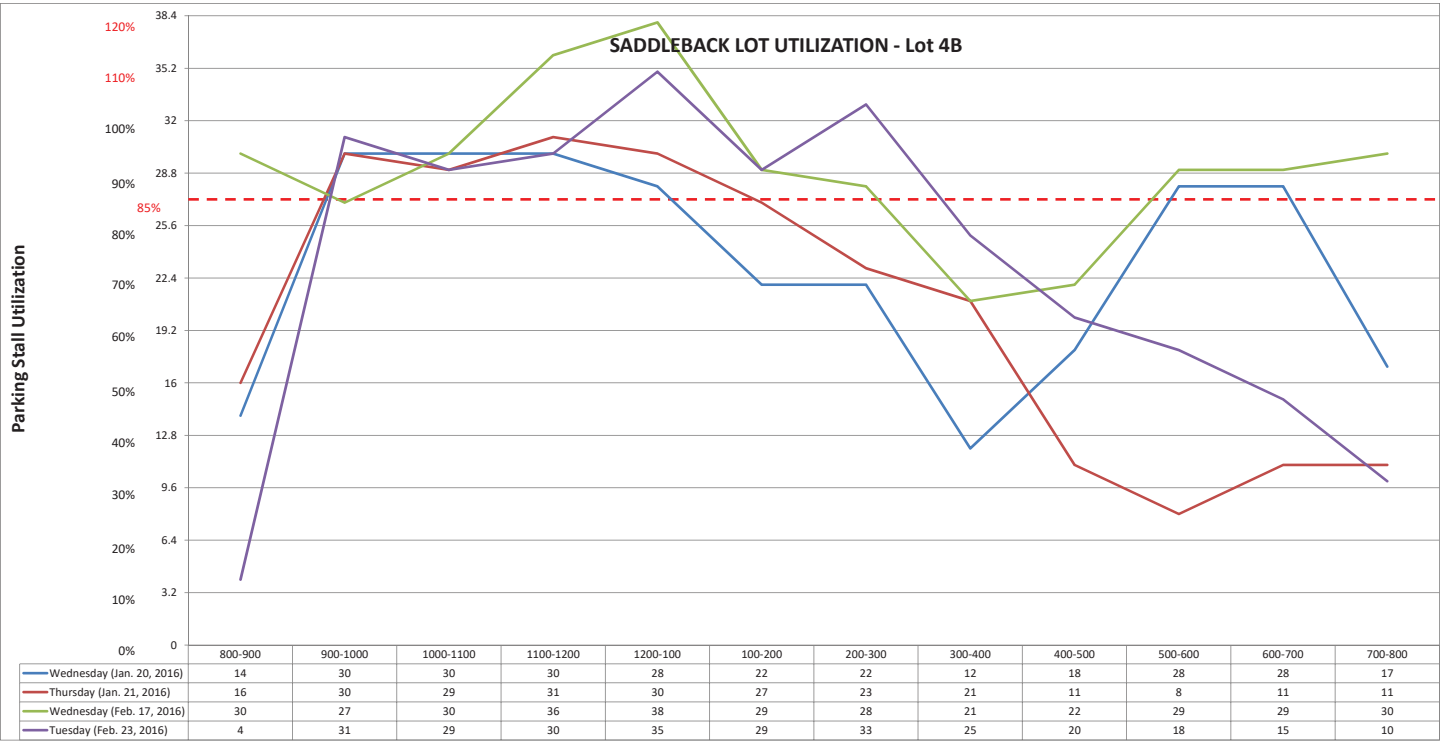
 Reference to summary table

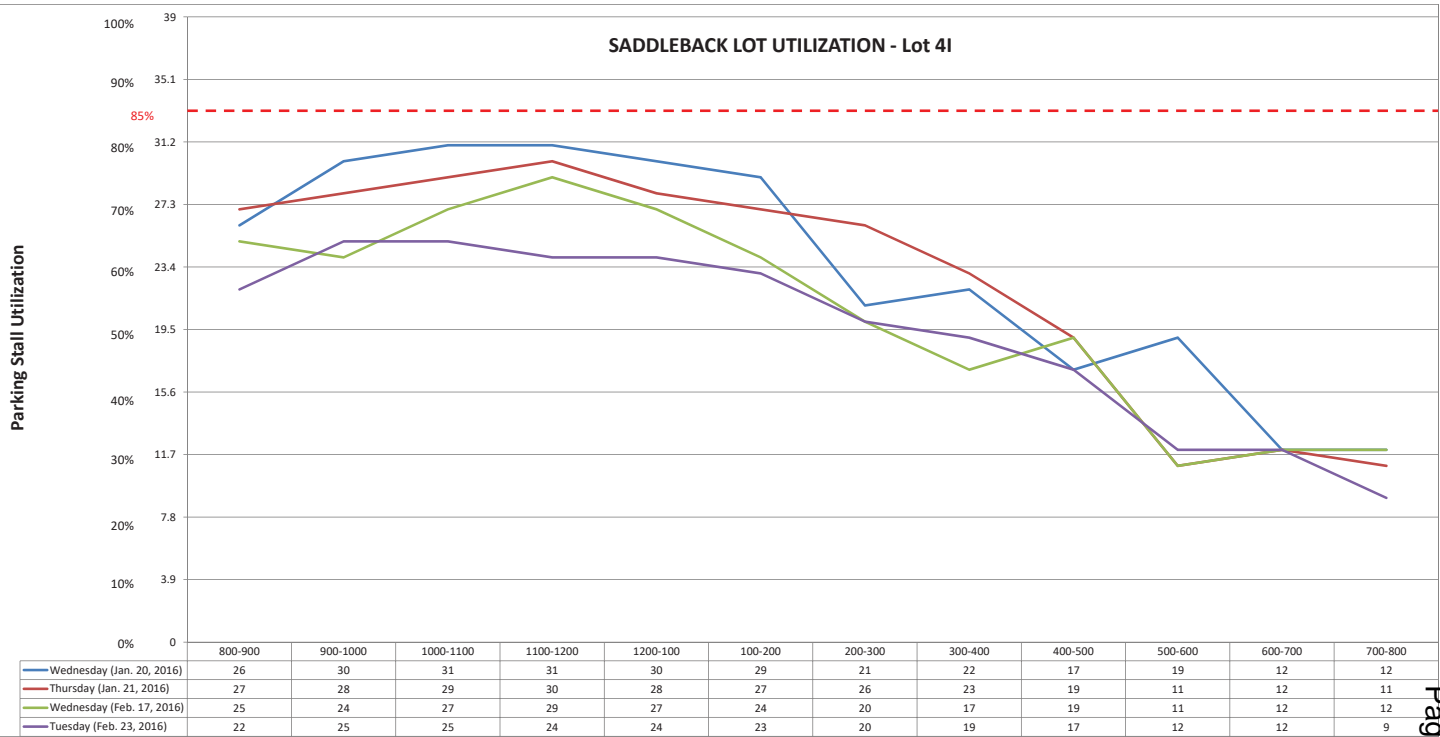
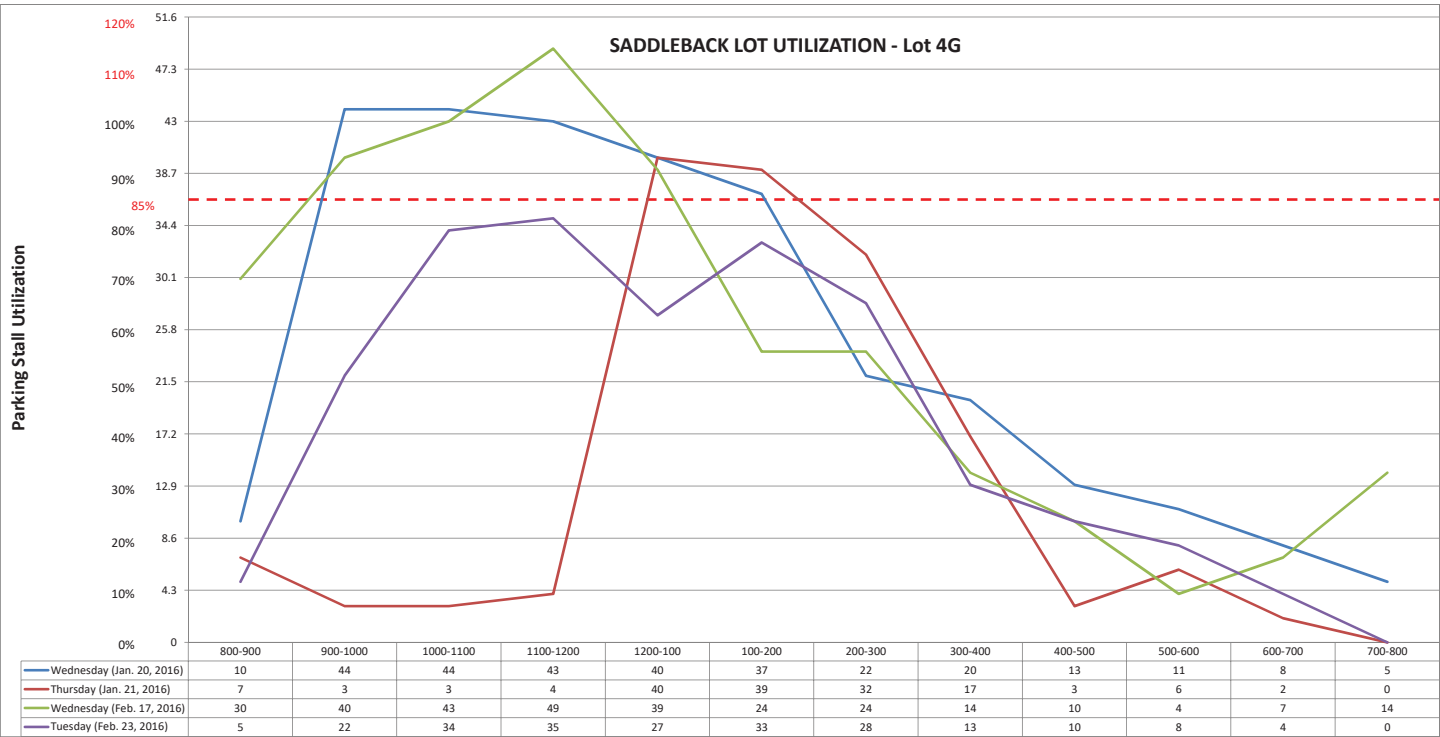
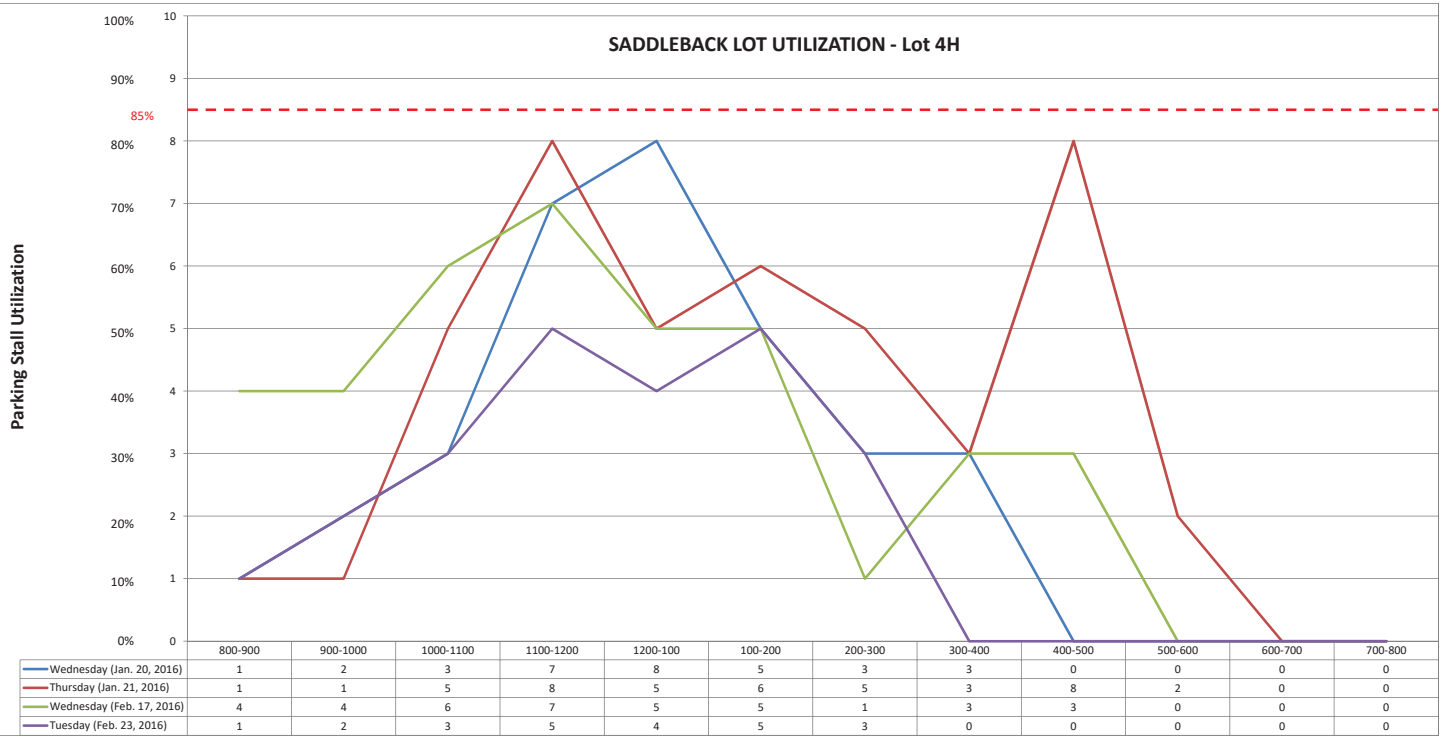
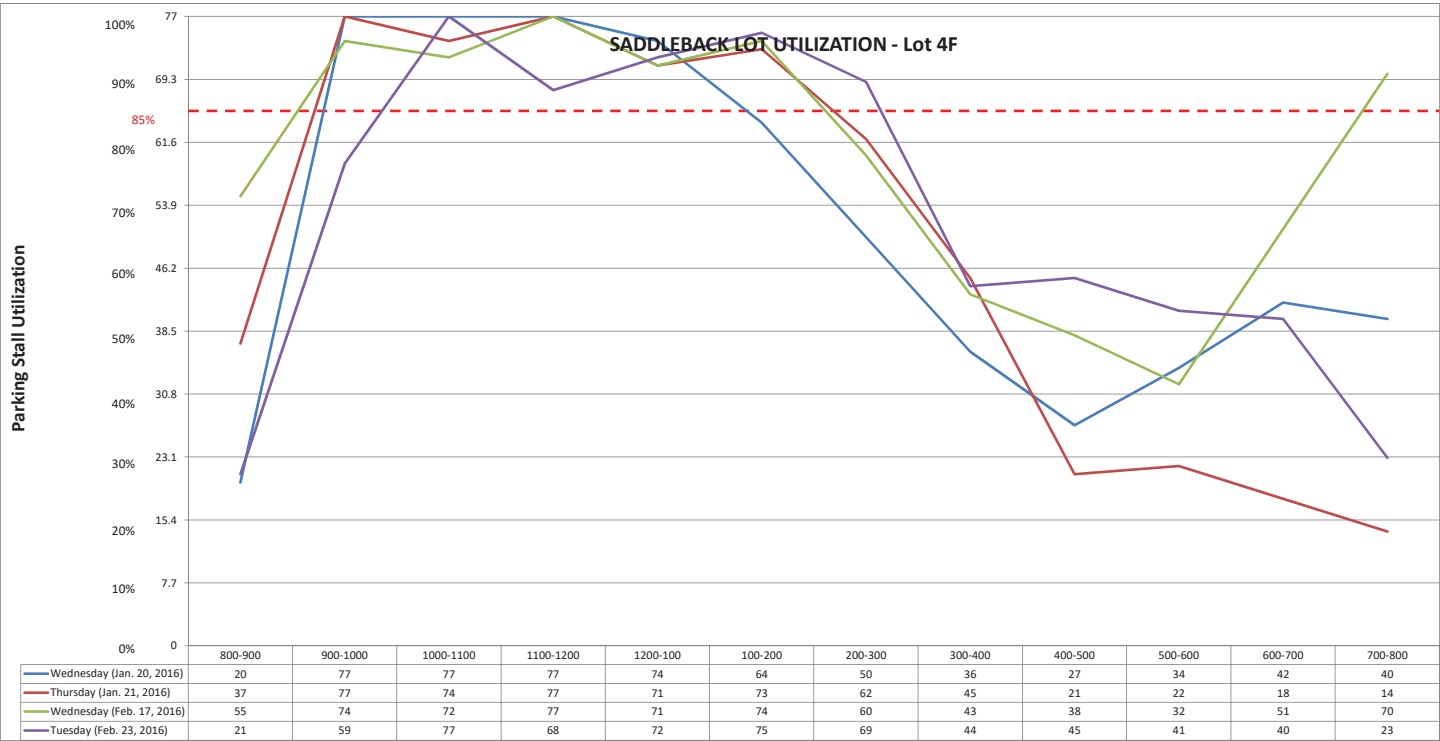


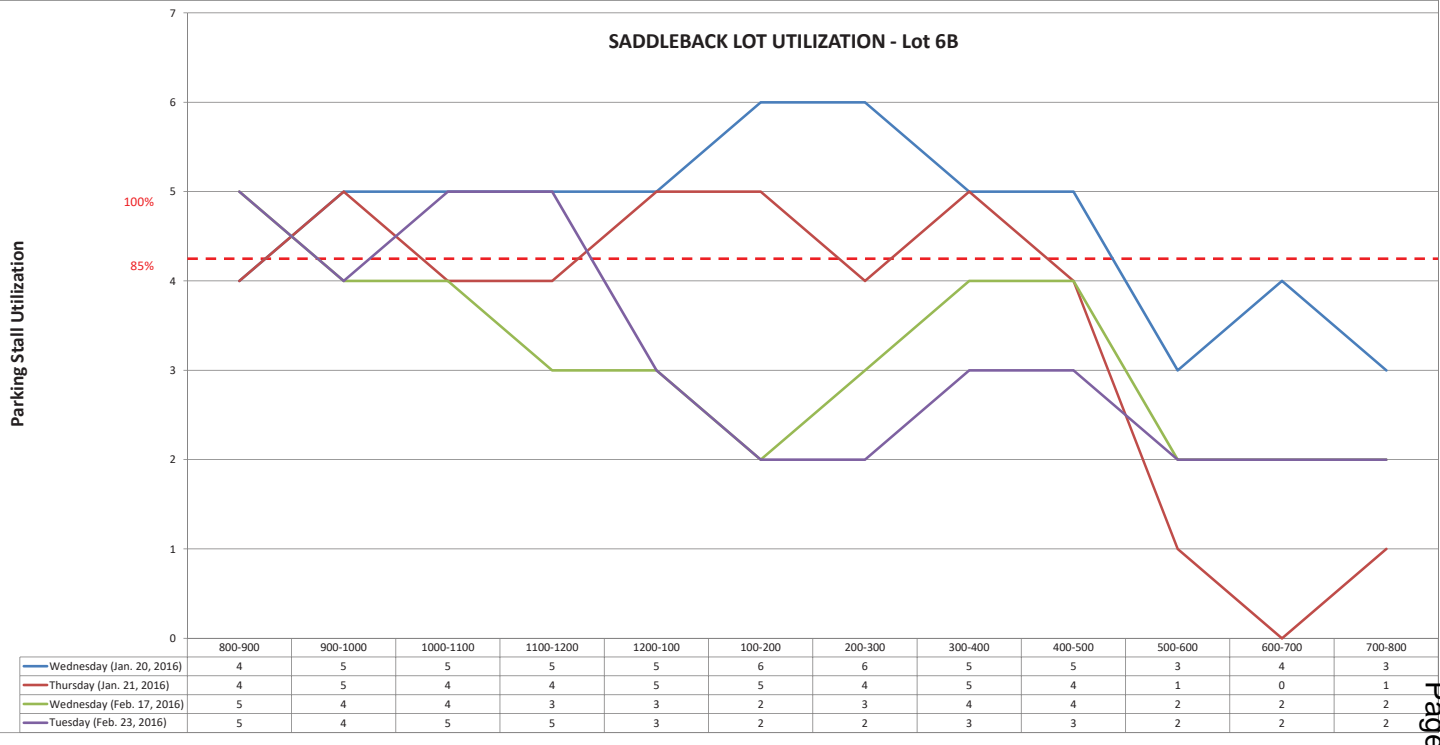
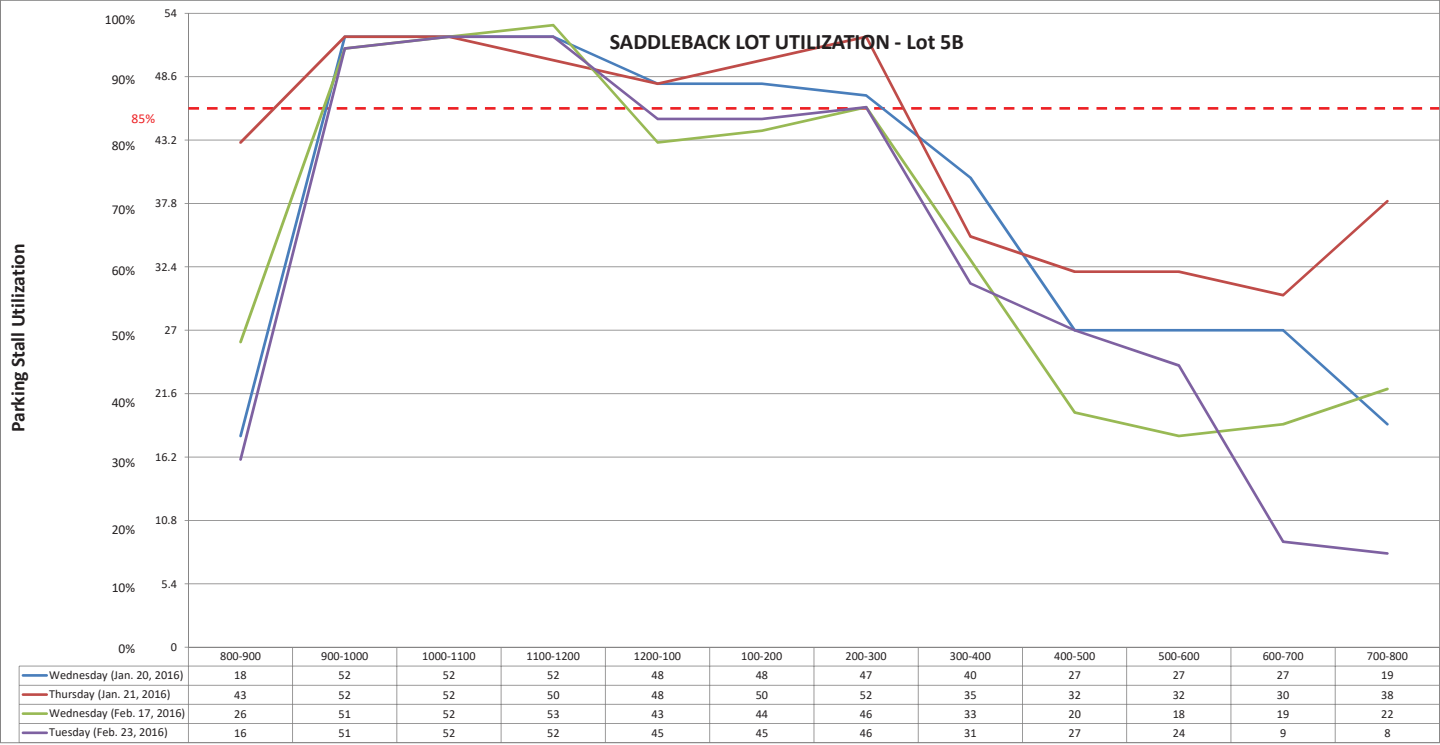
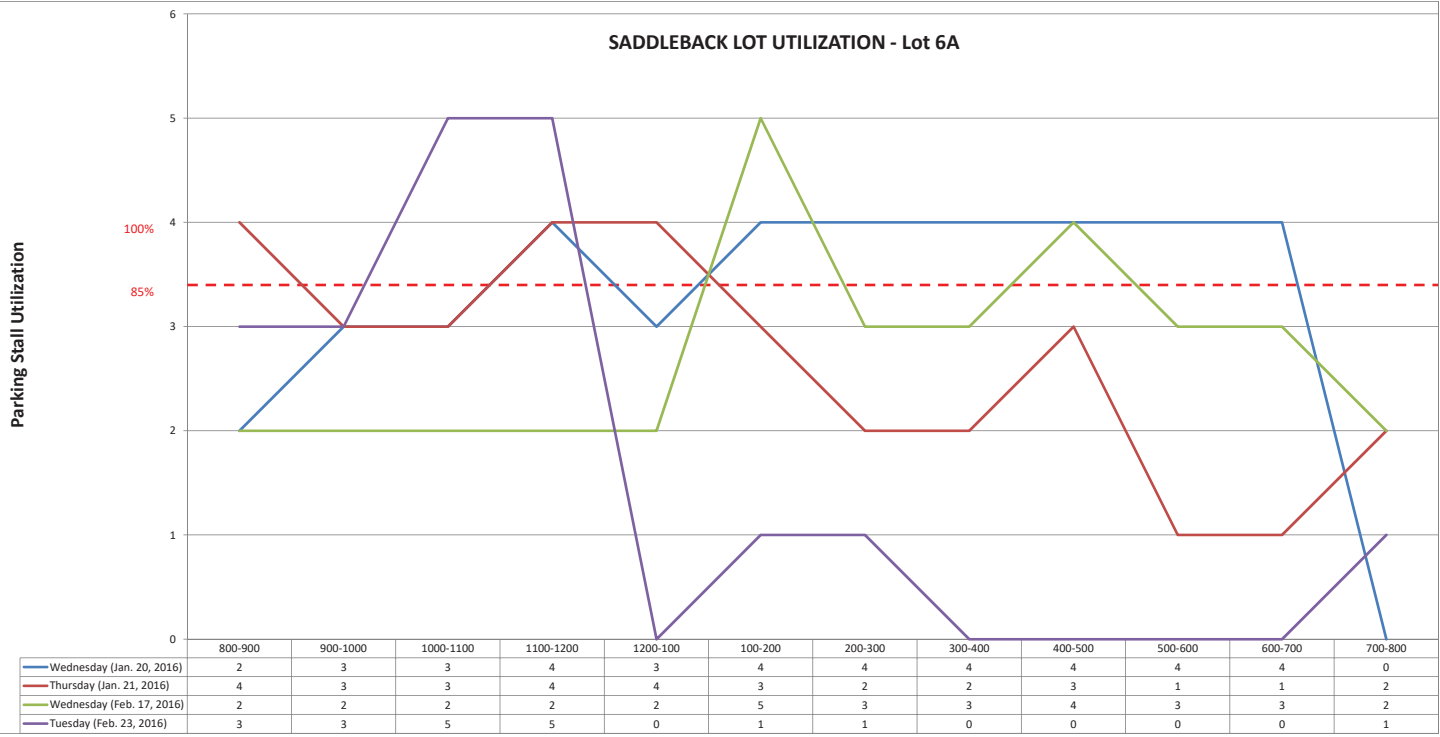
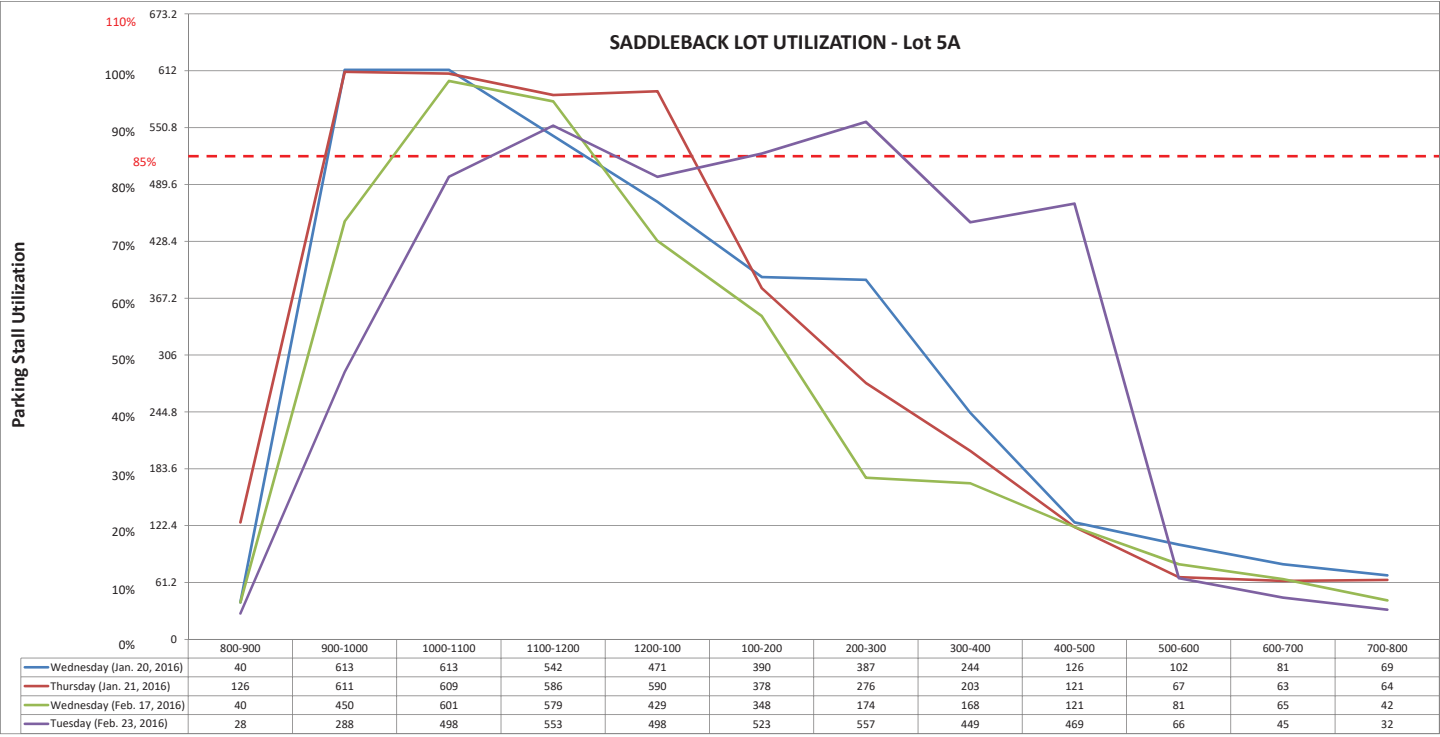
Figure 8
Saddleback College - Higher Cost Strategies

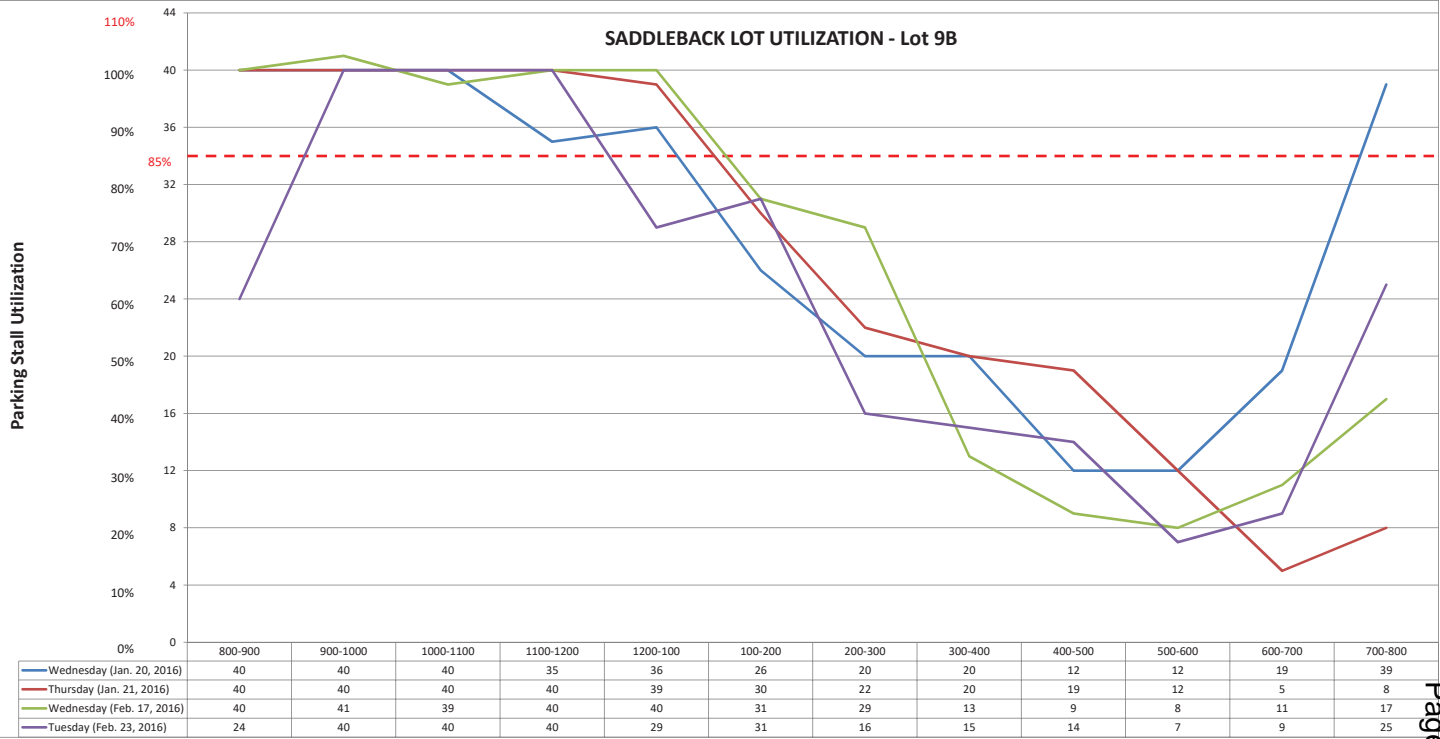
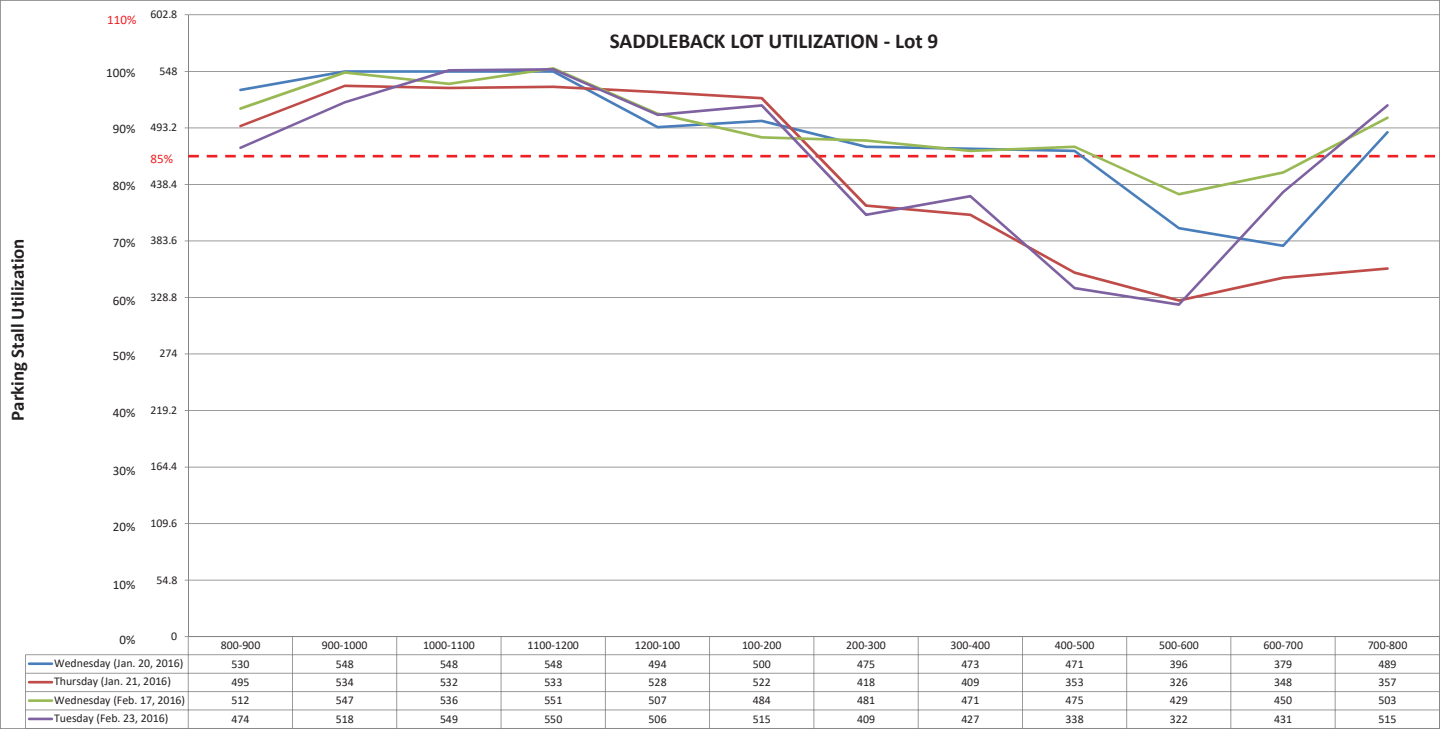
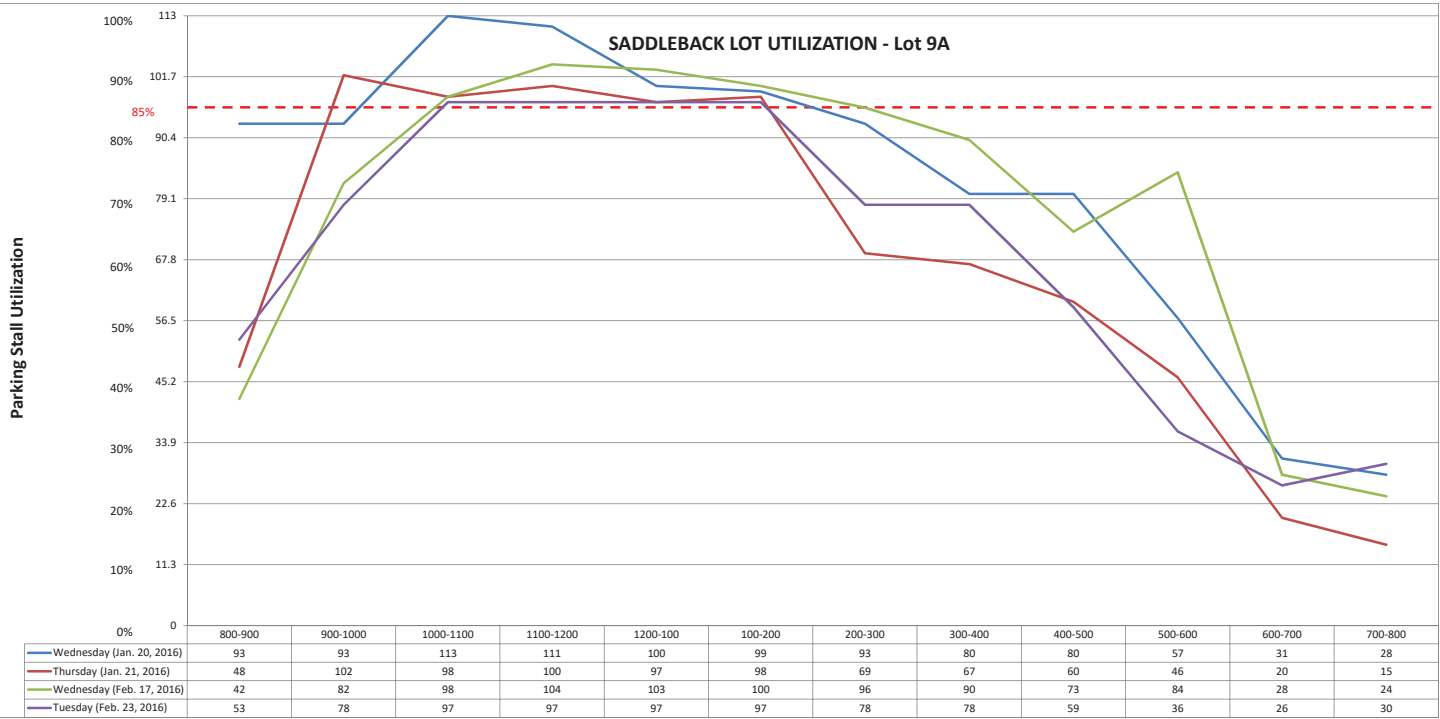
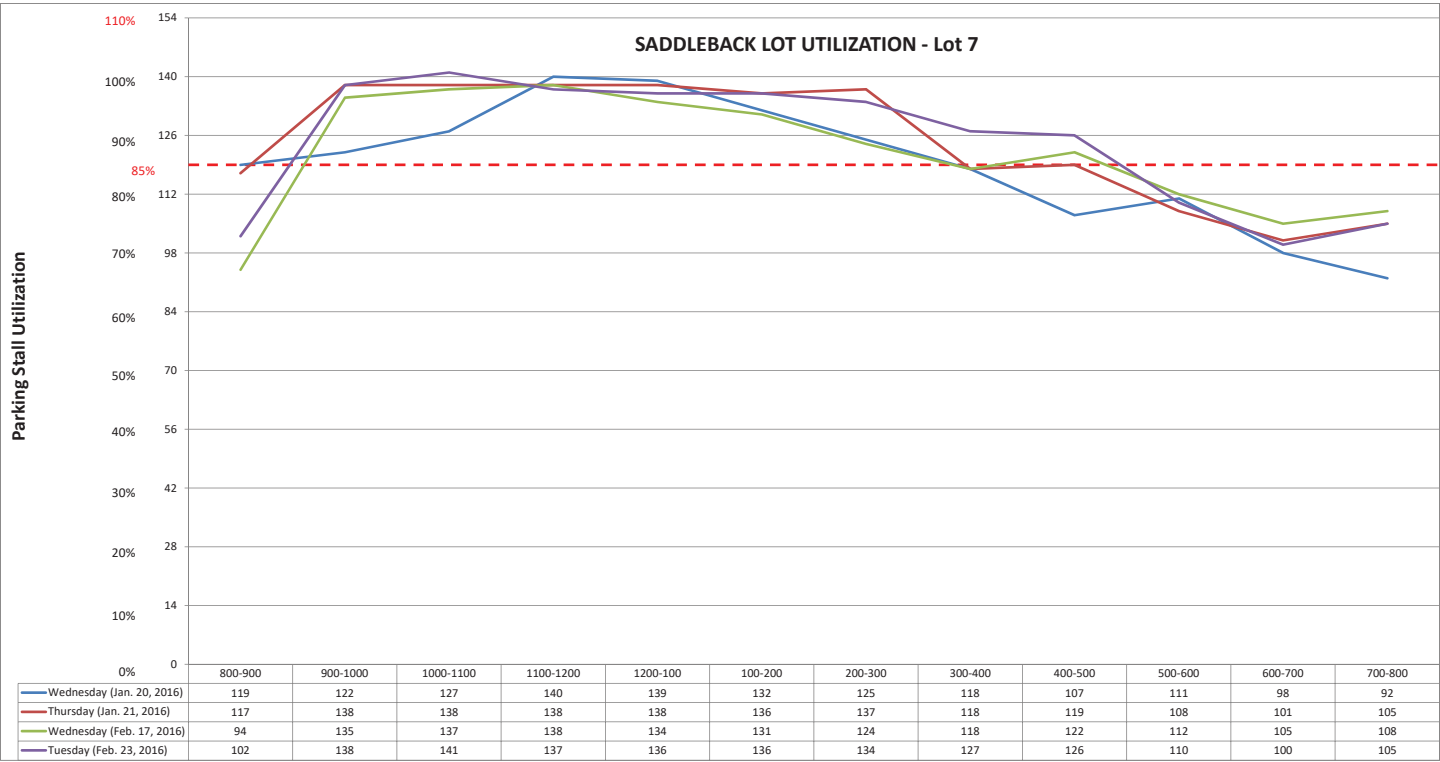


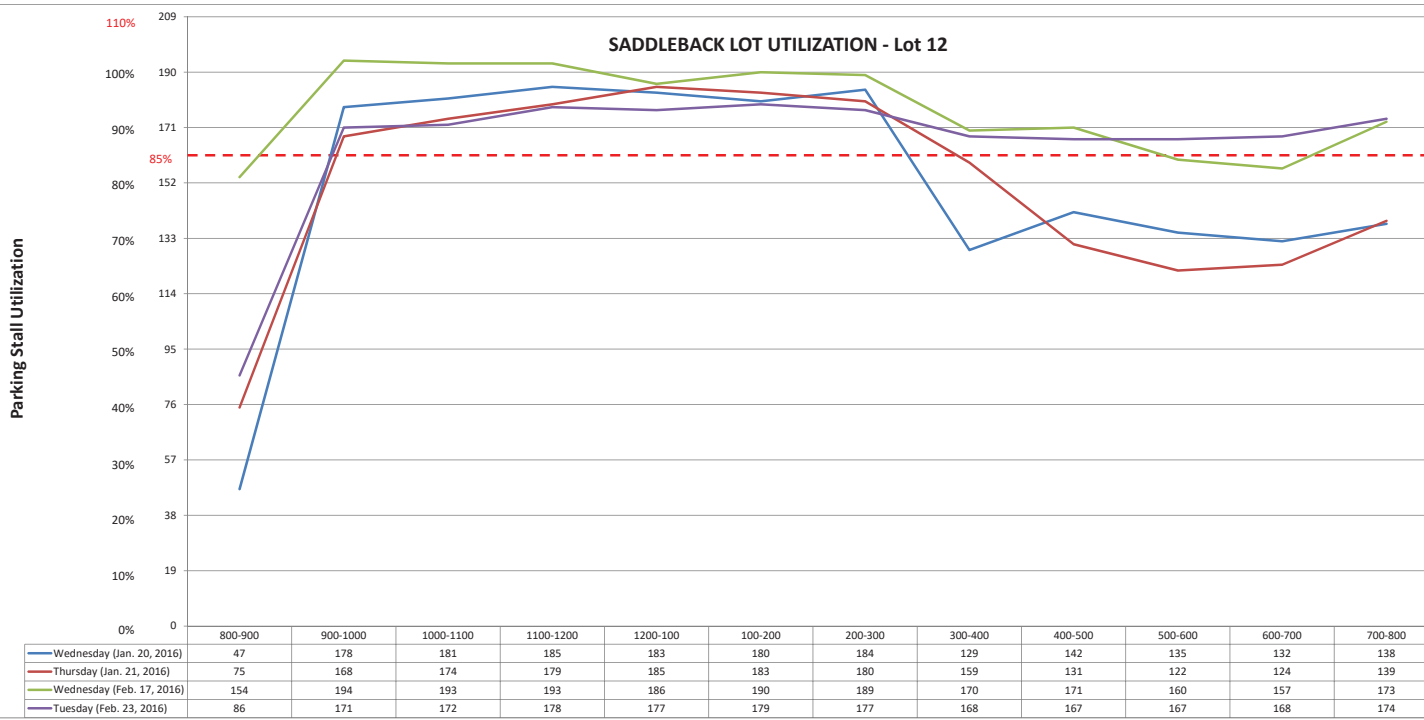
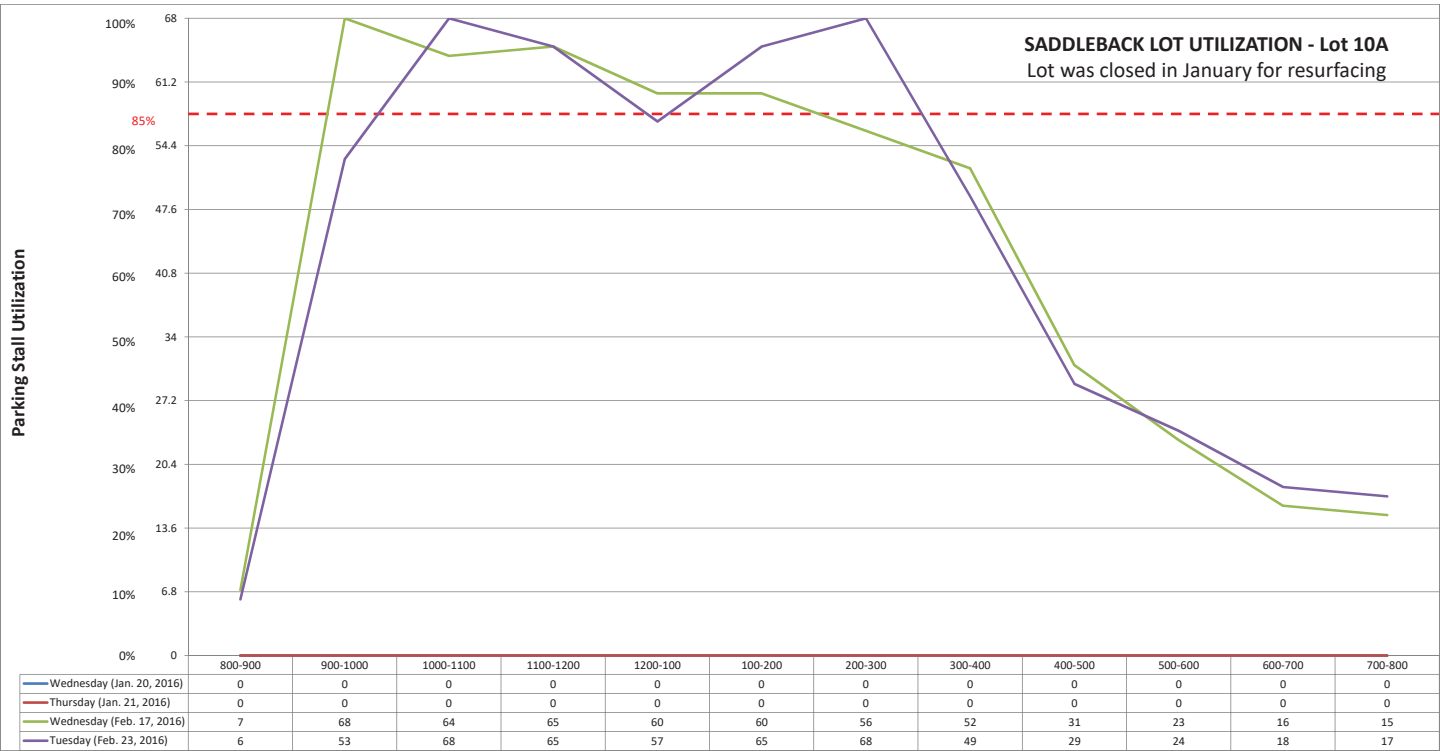
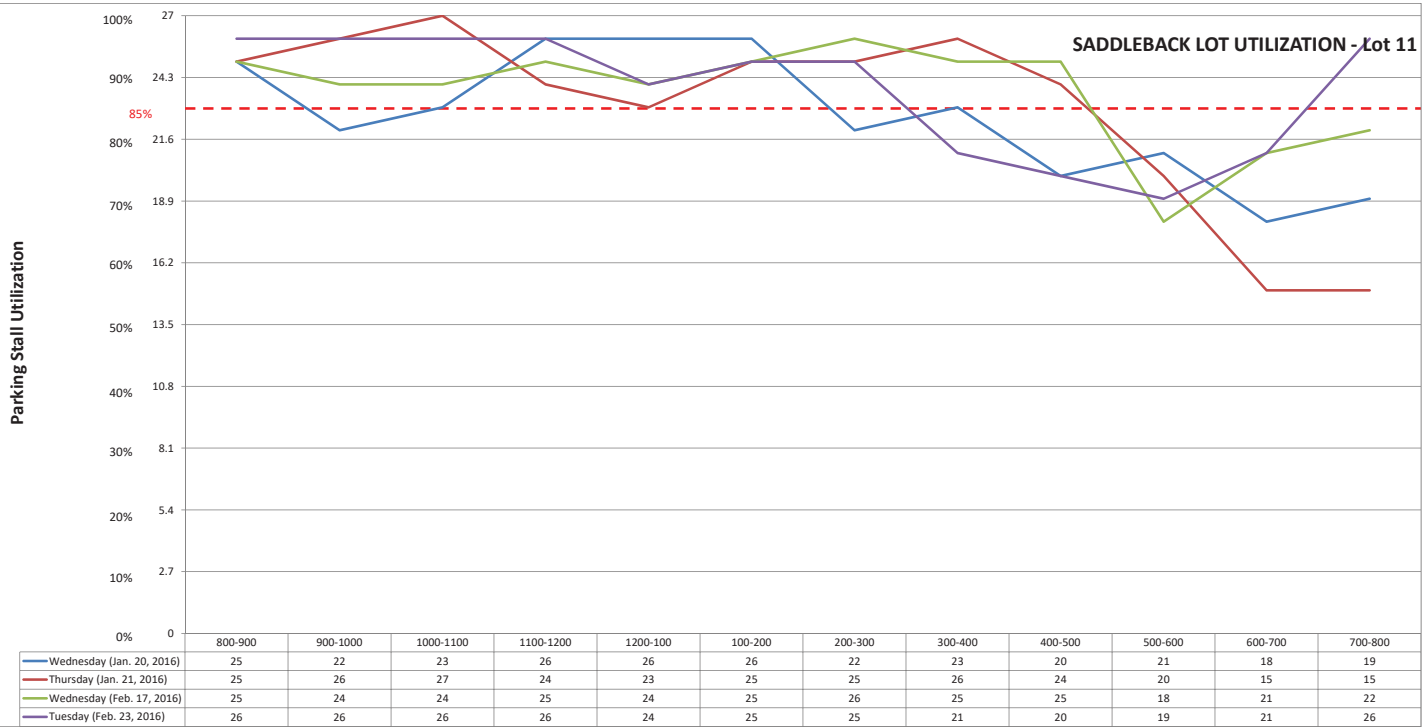
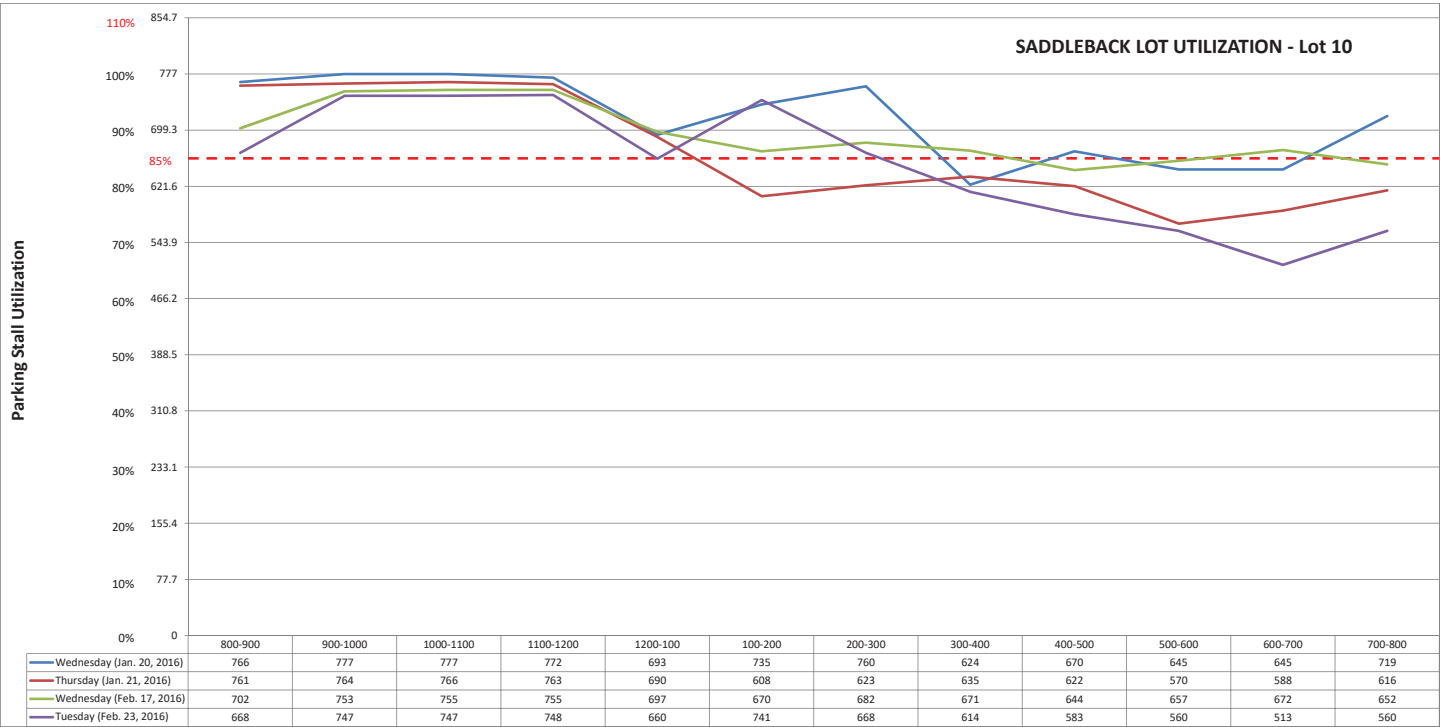


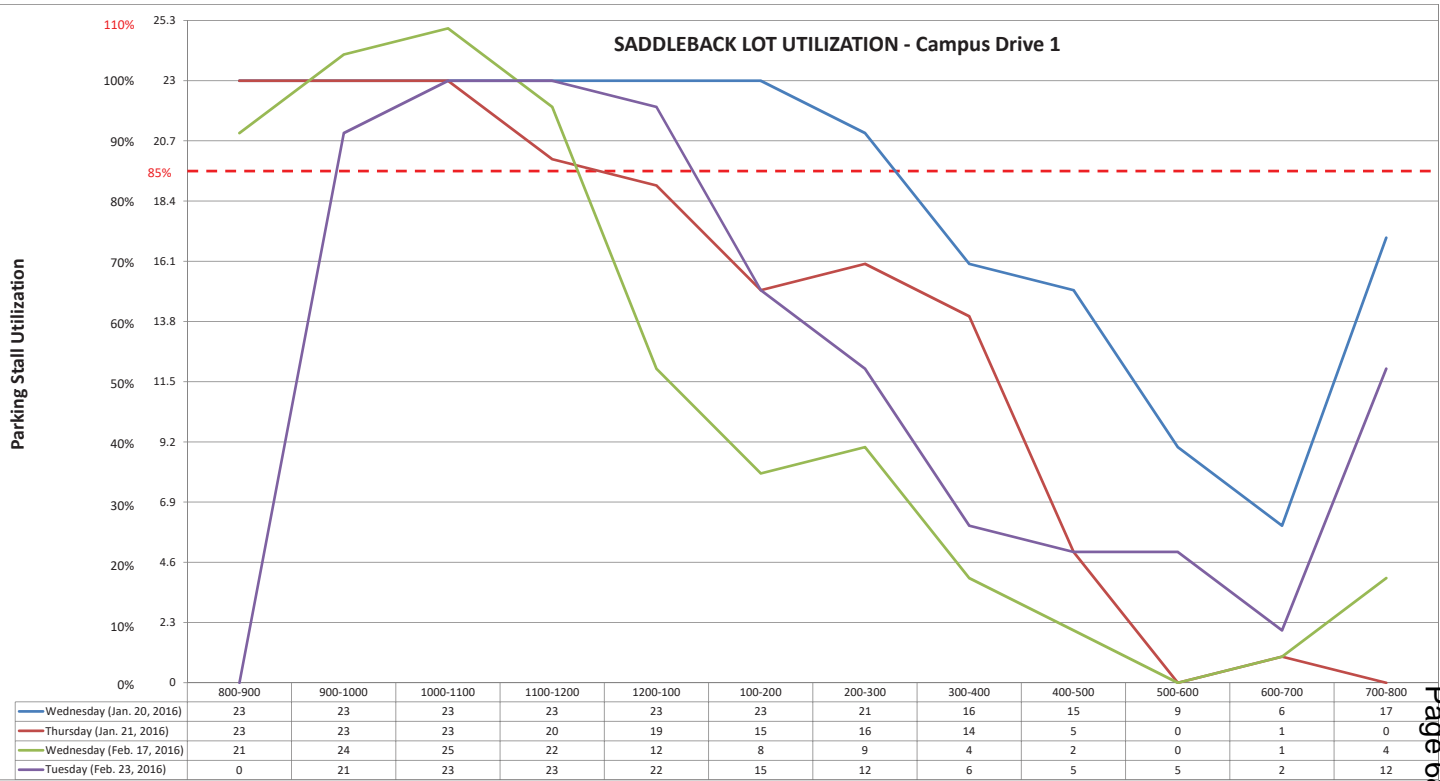
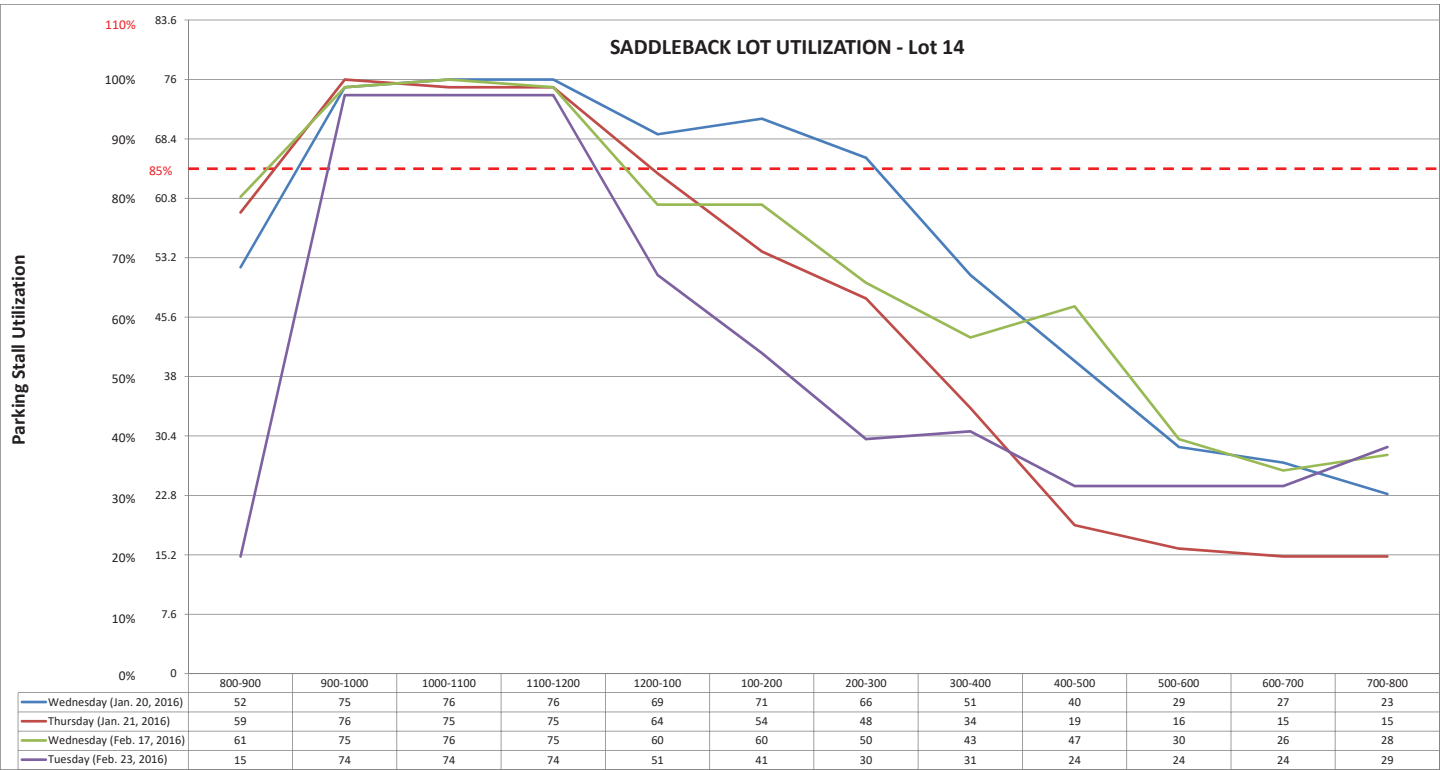
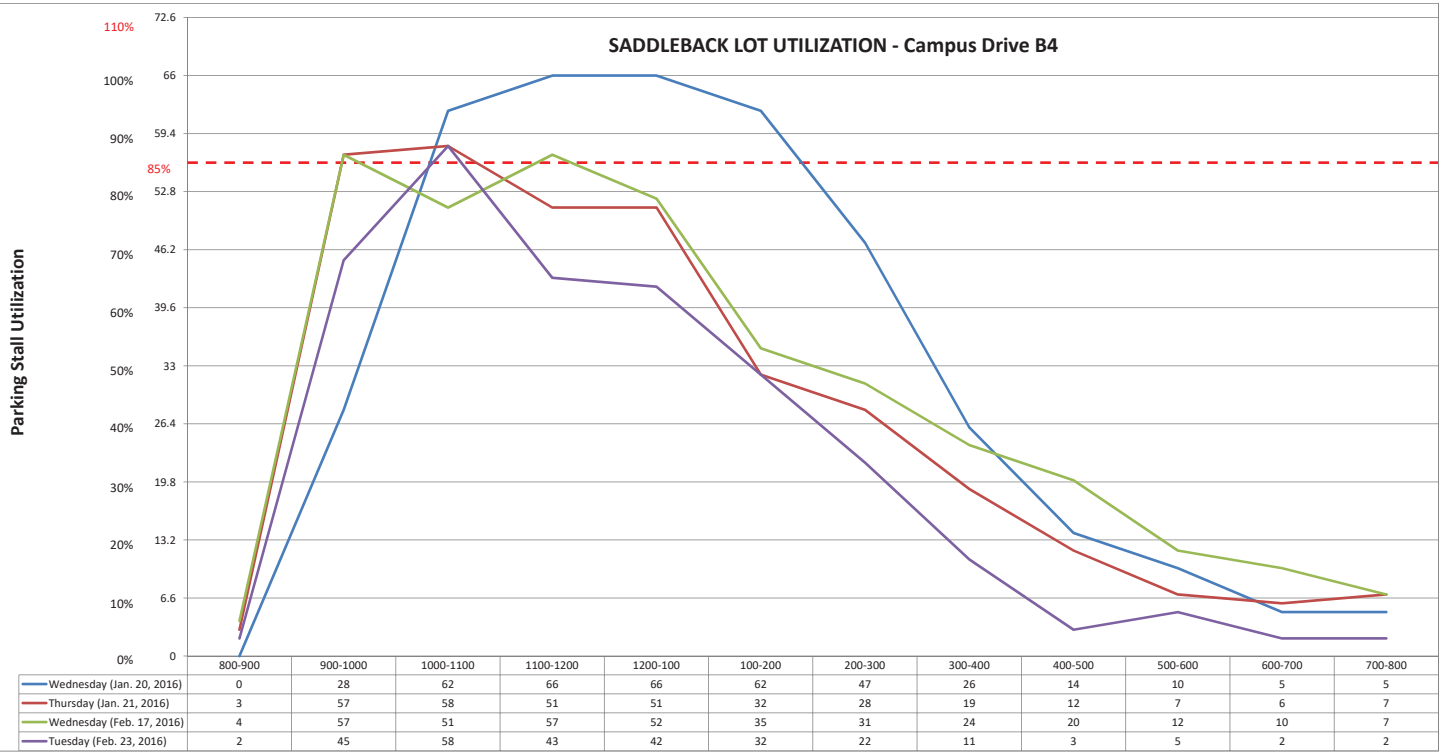
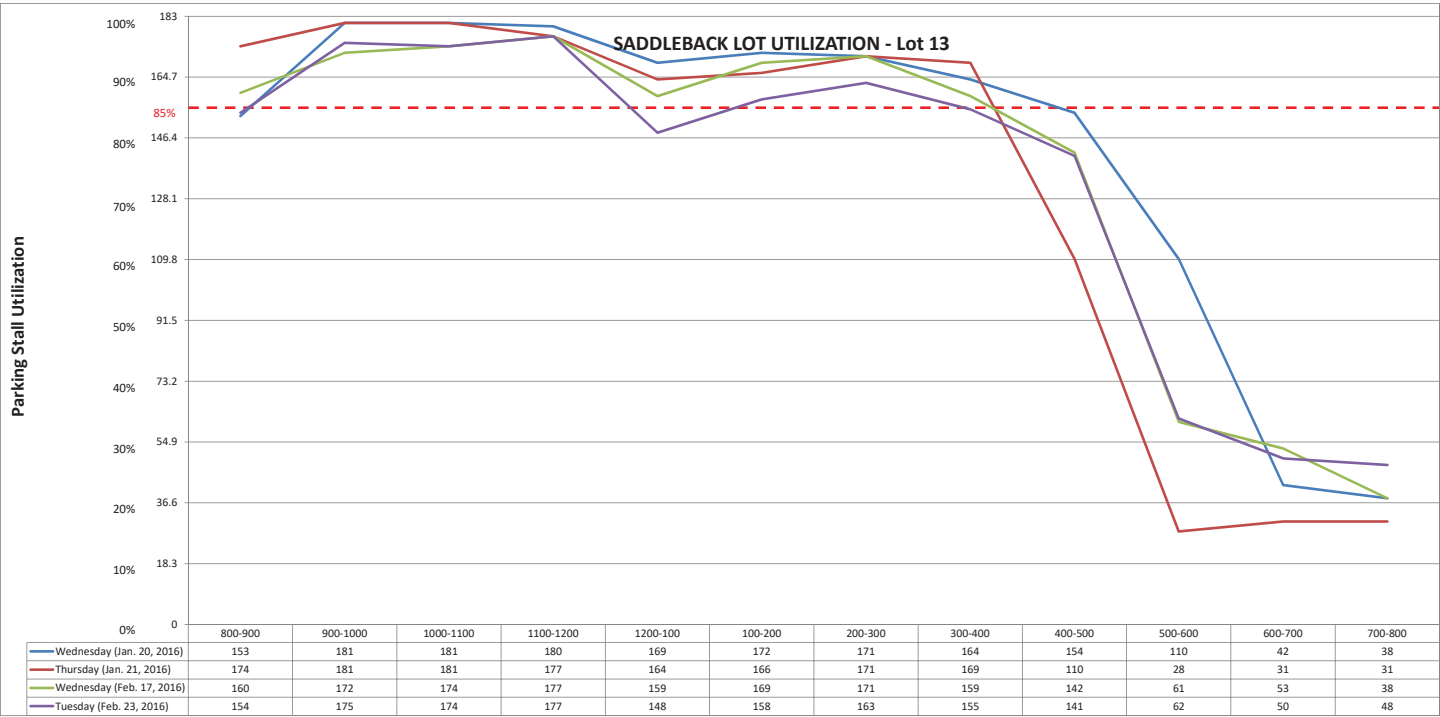


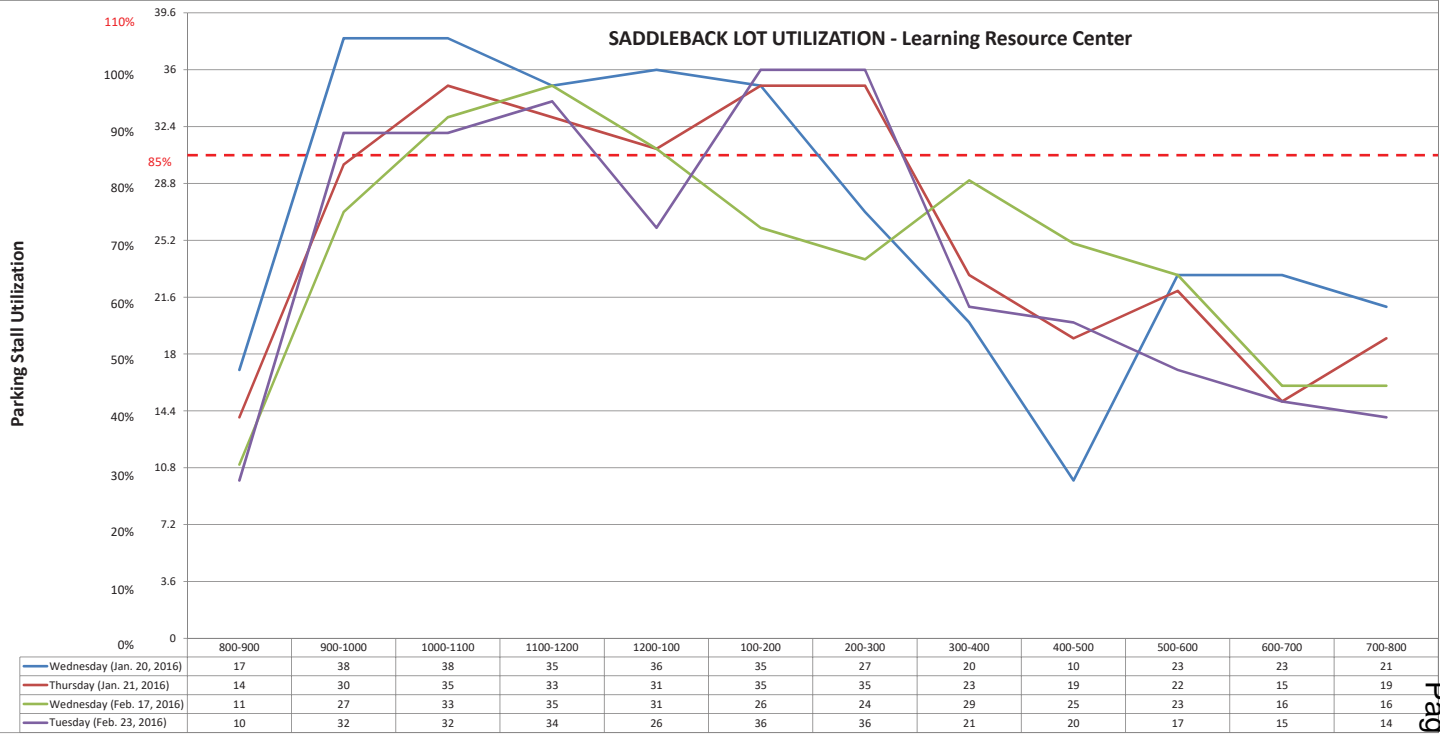
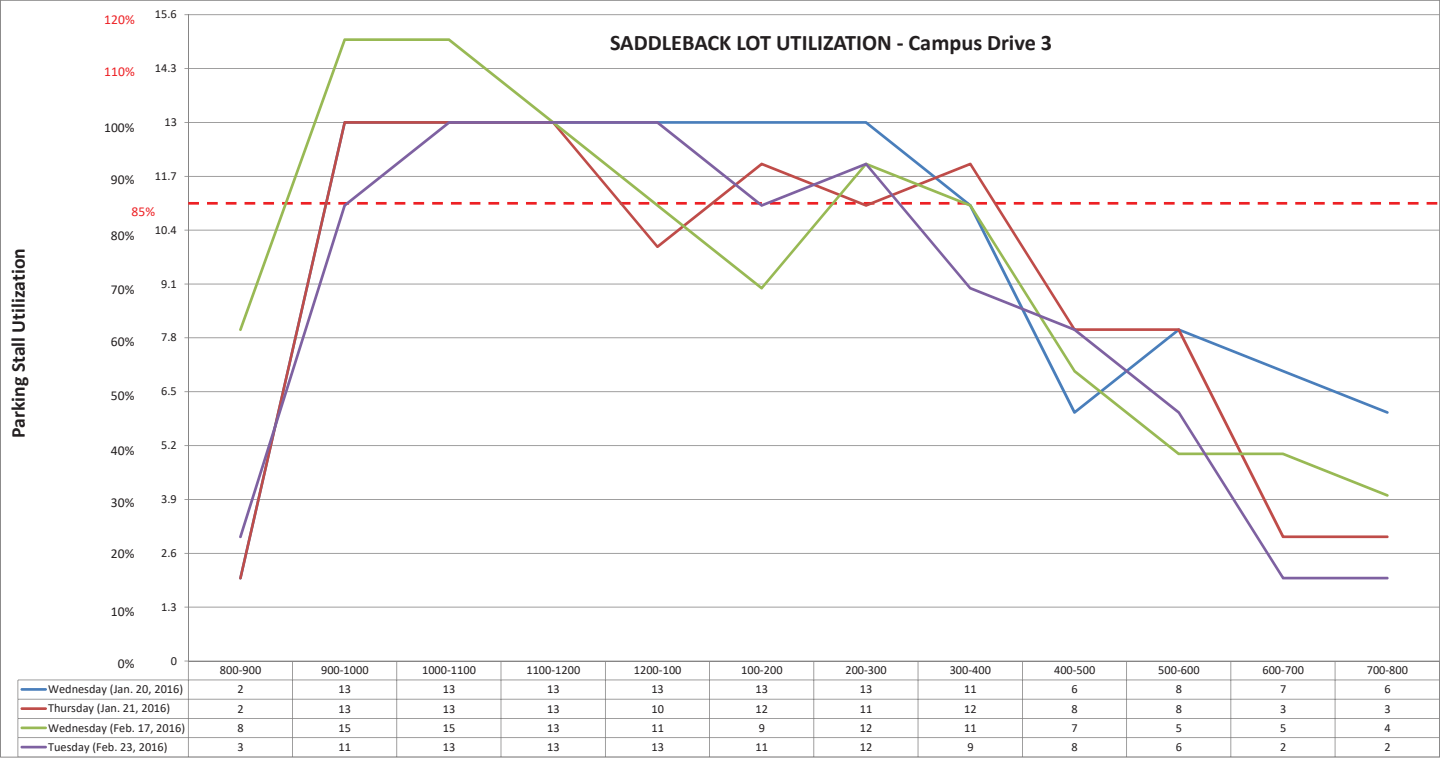
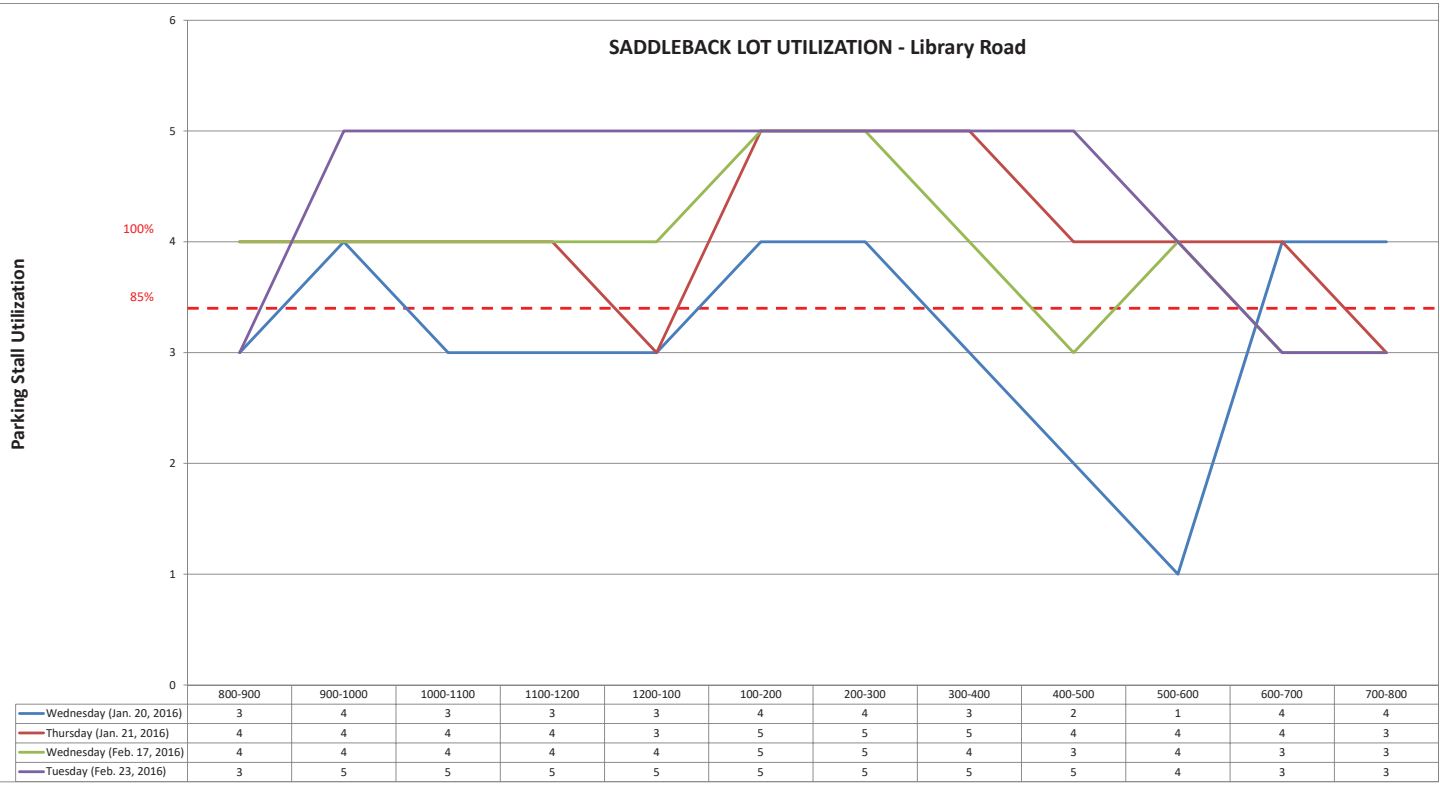
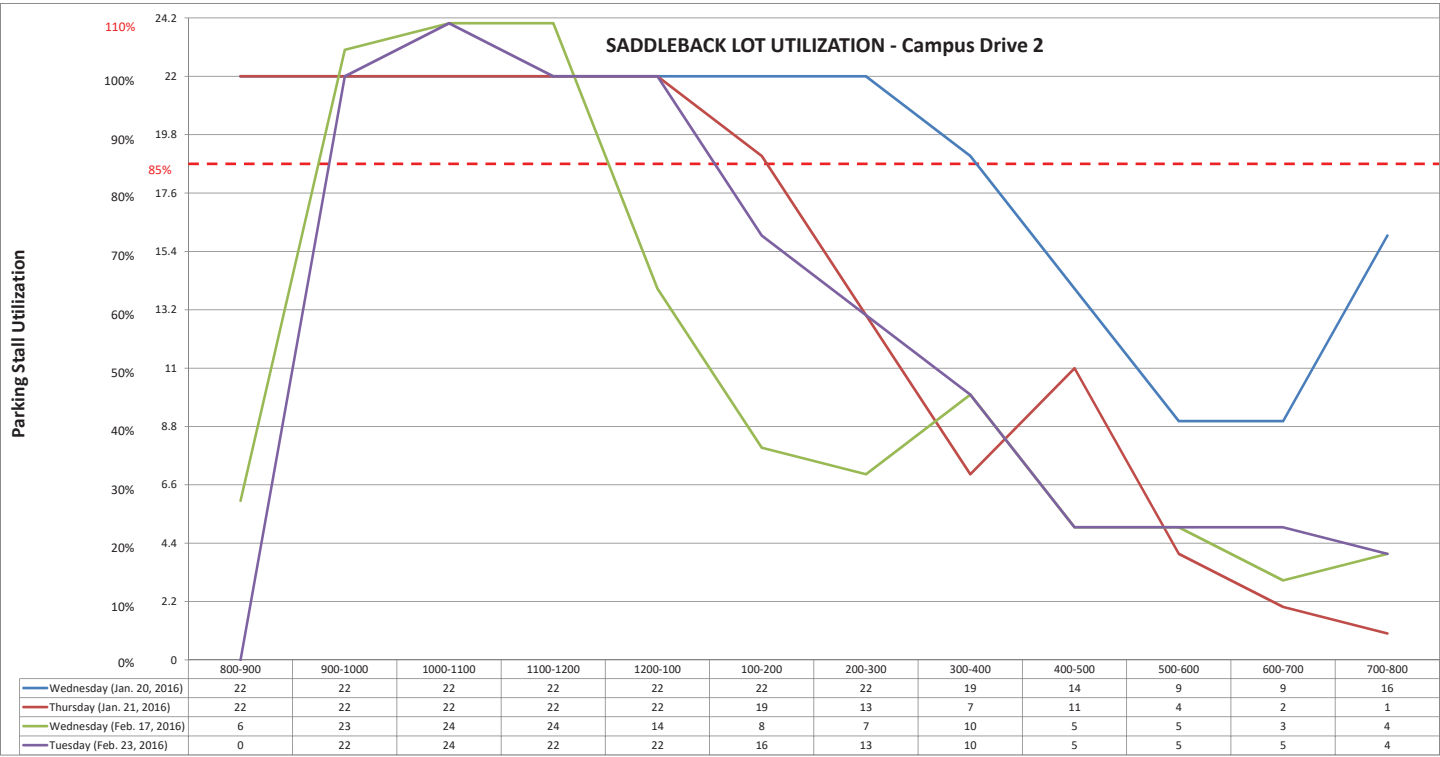


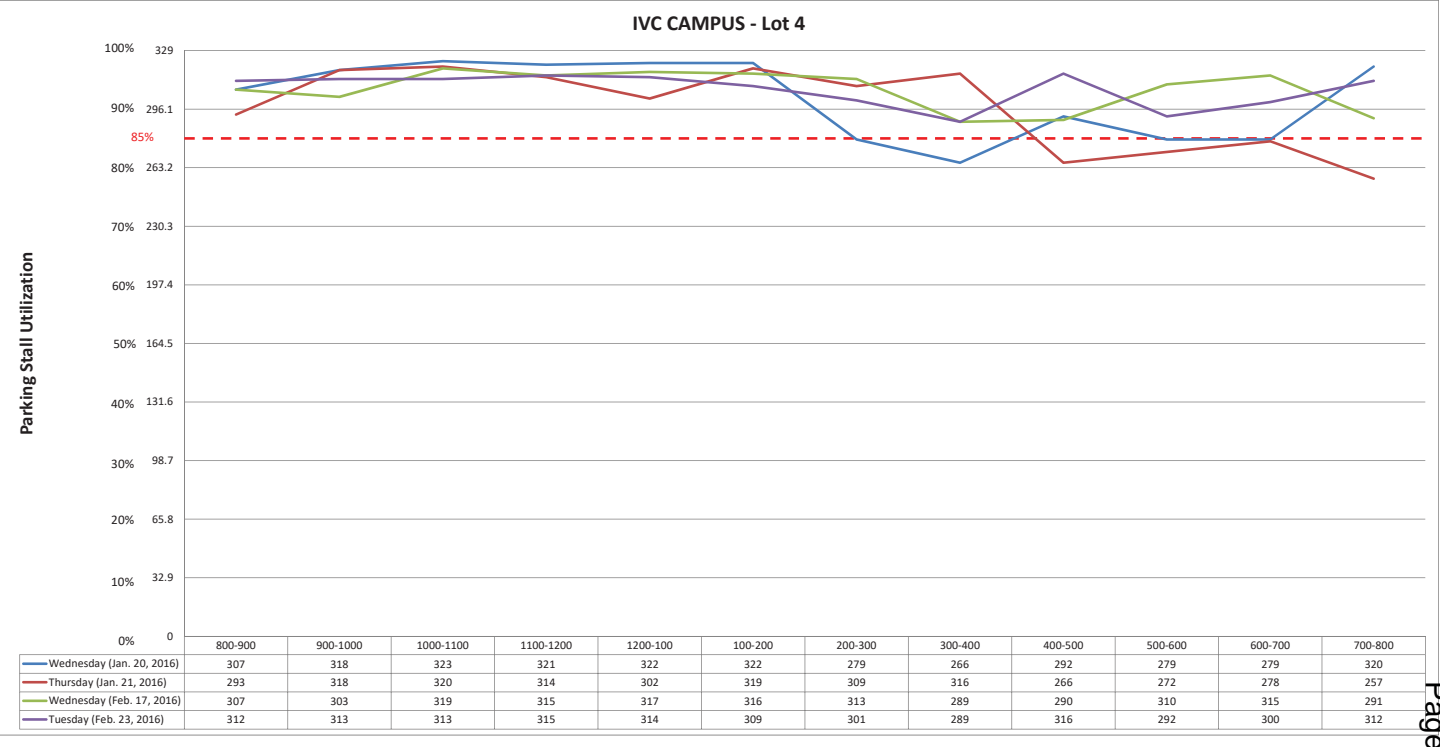
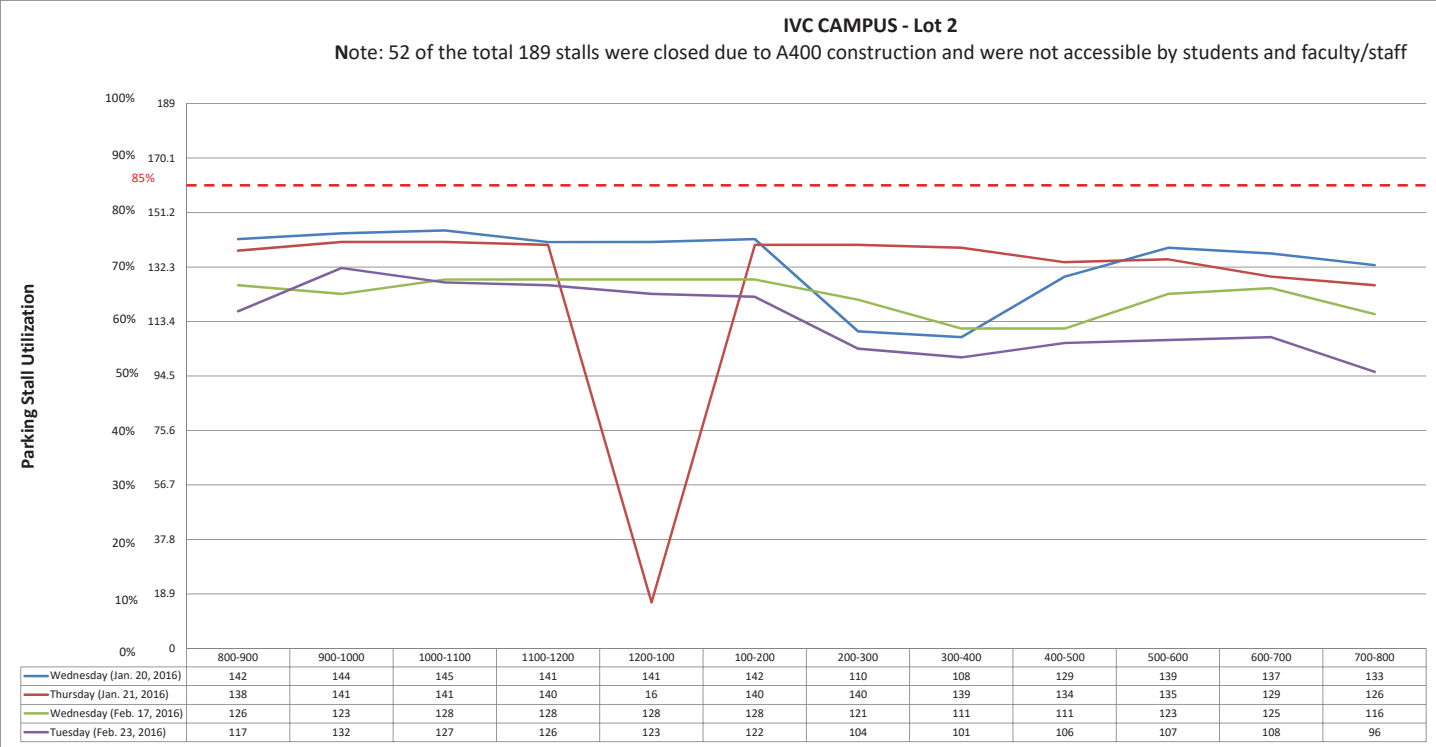
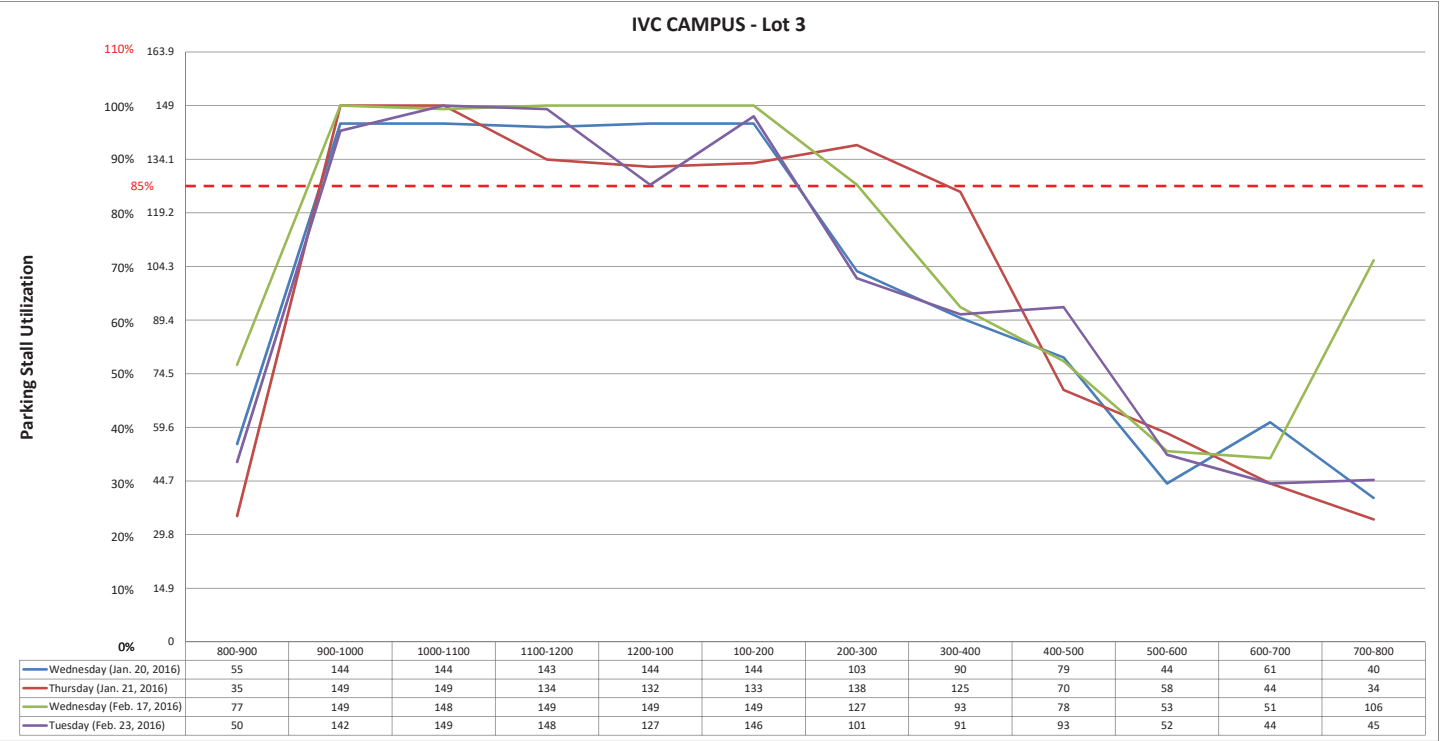
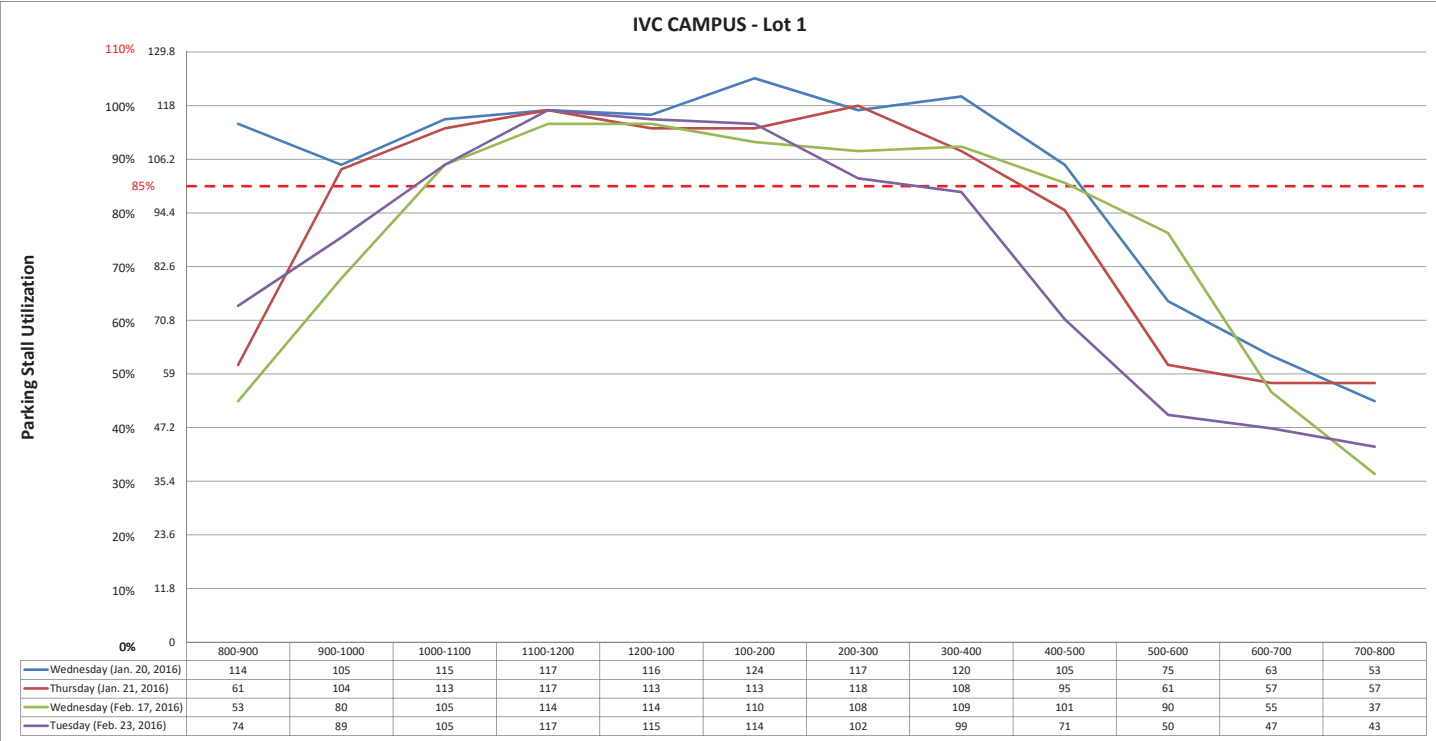


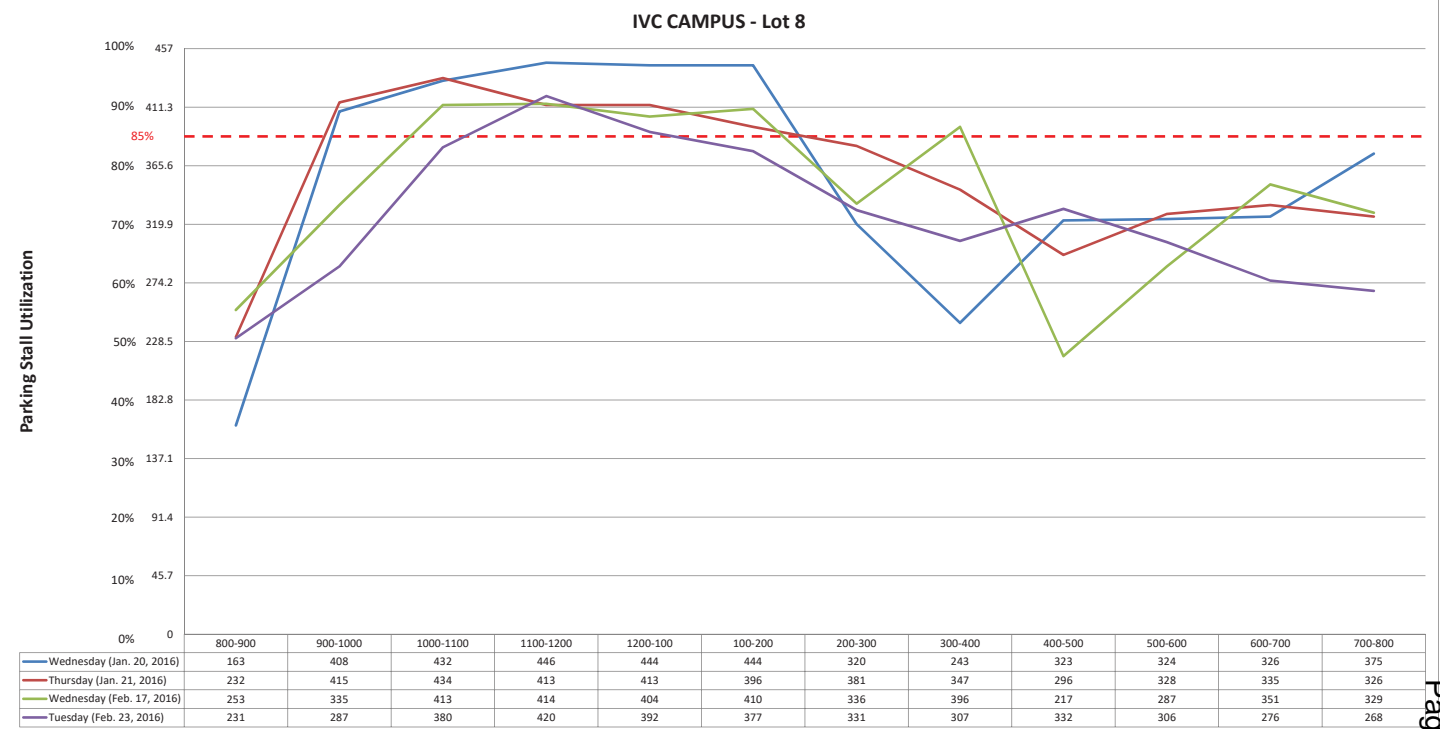
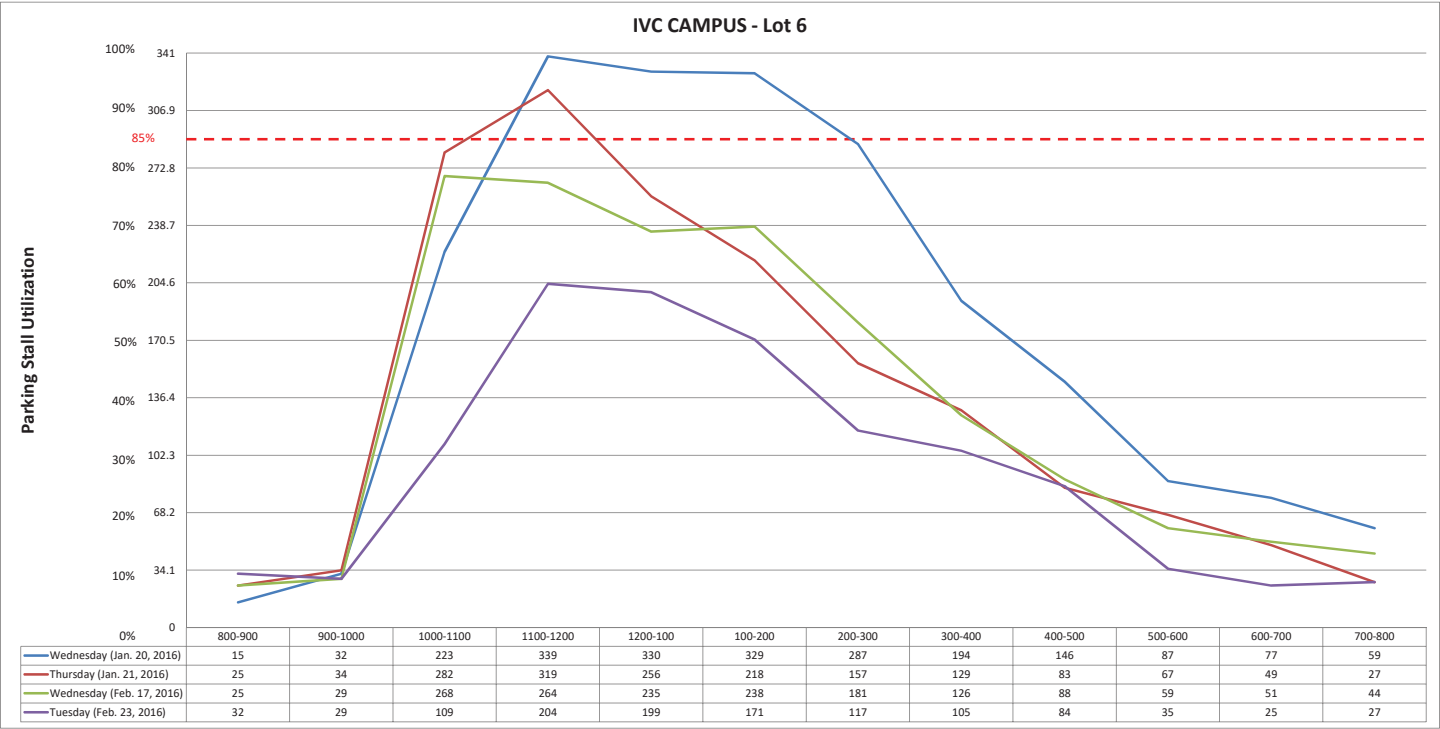
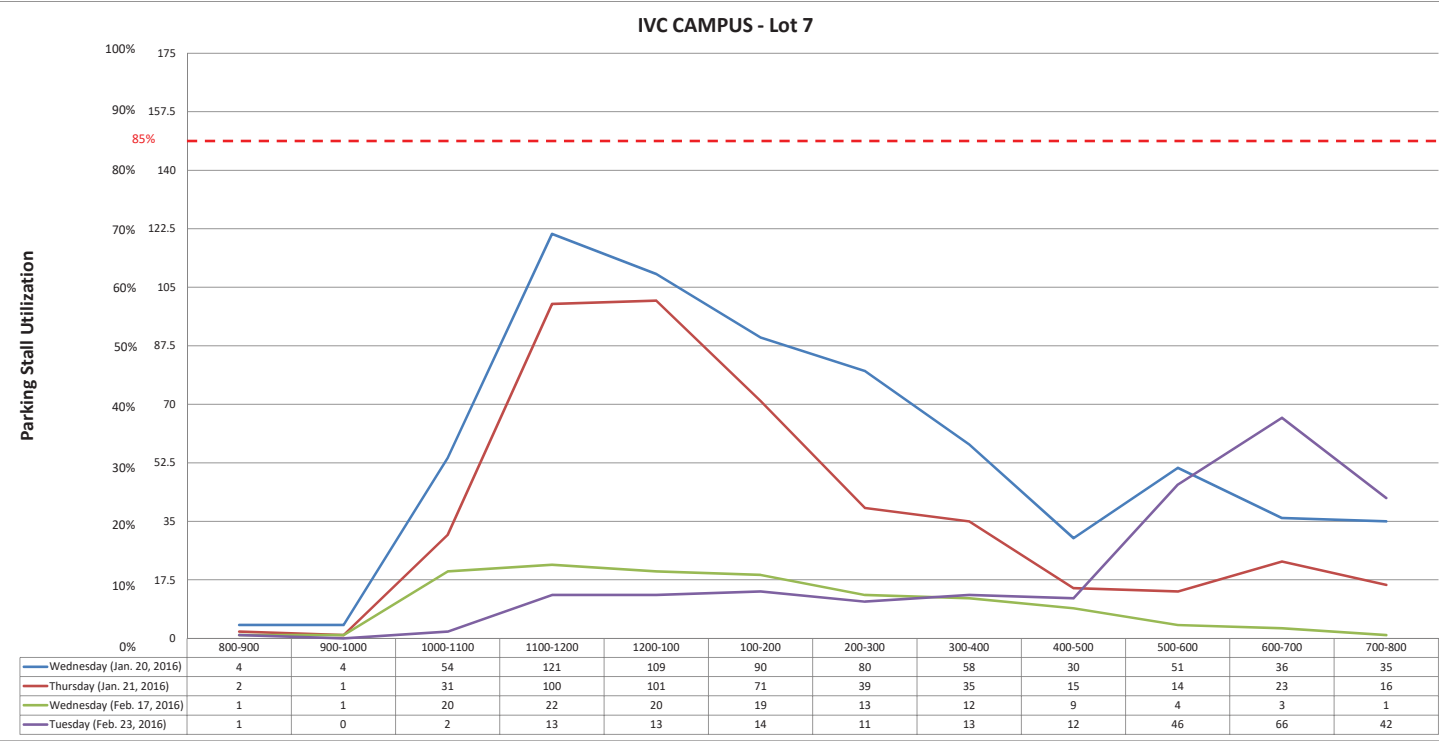
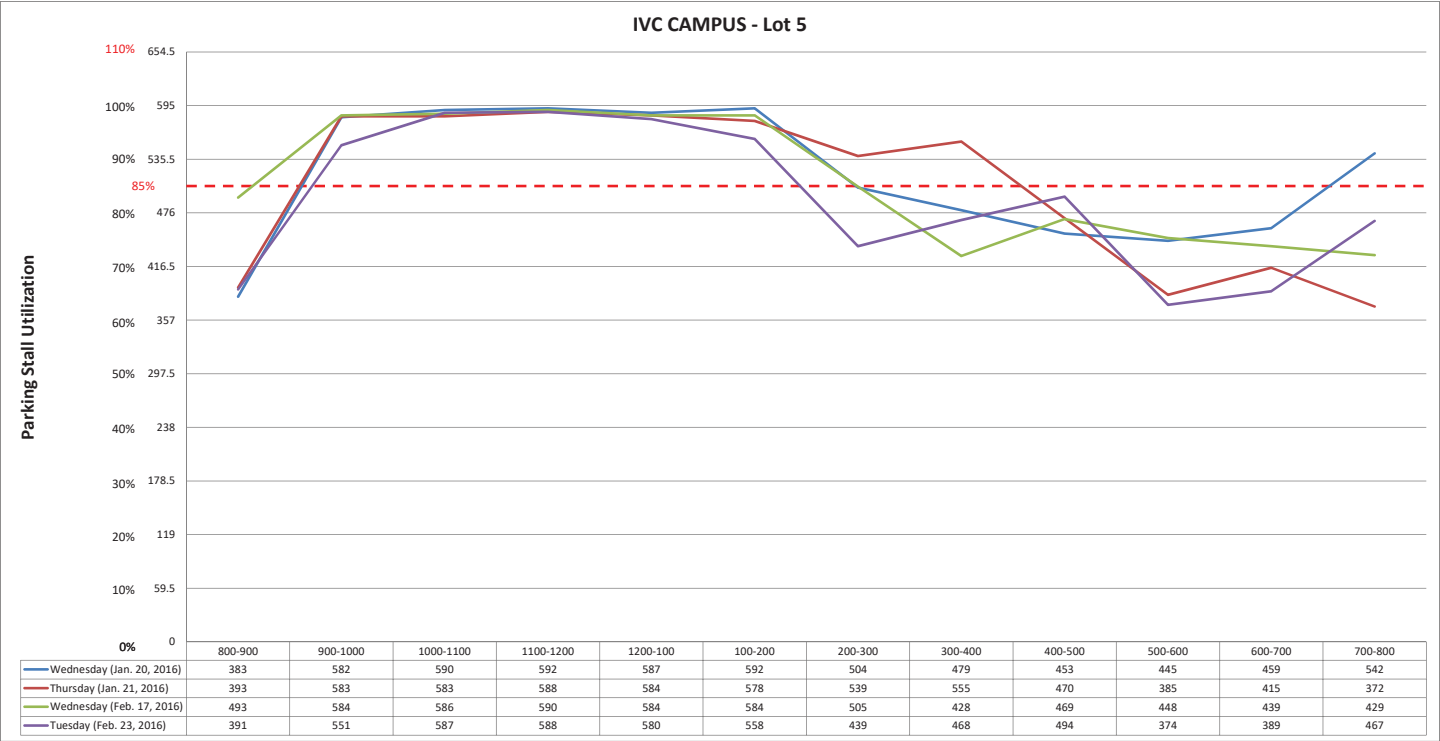


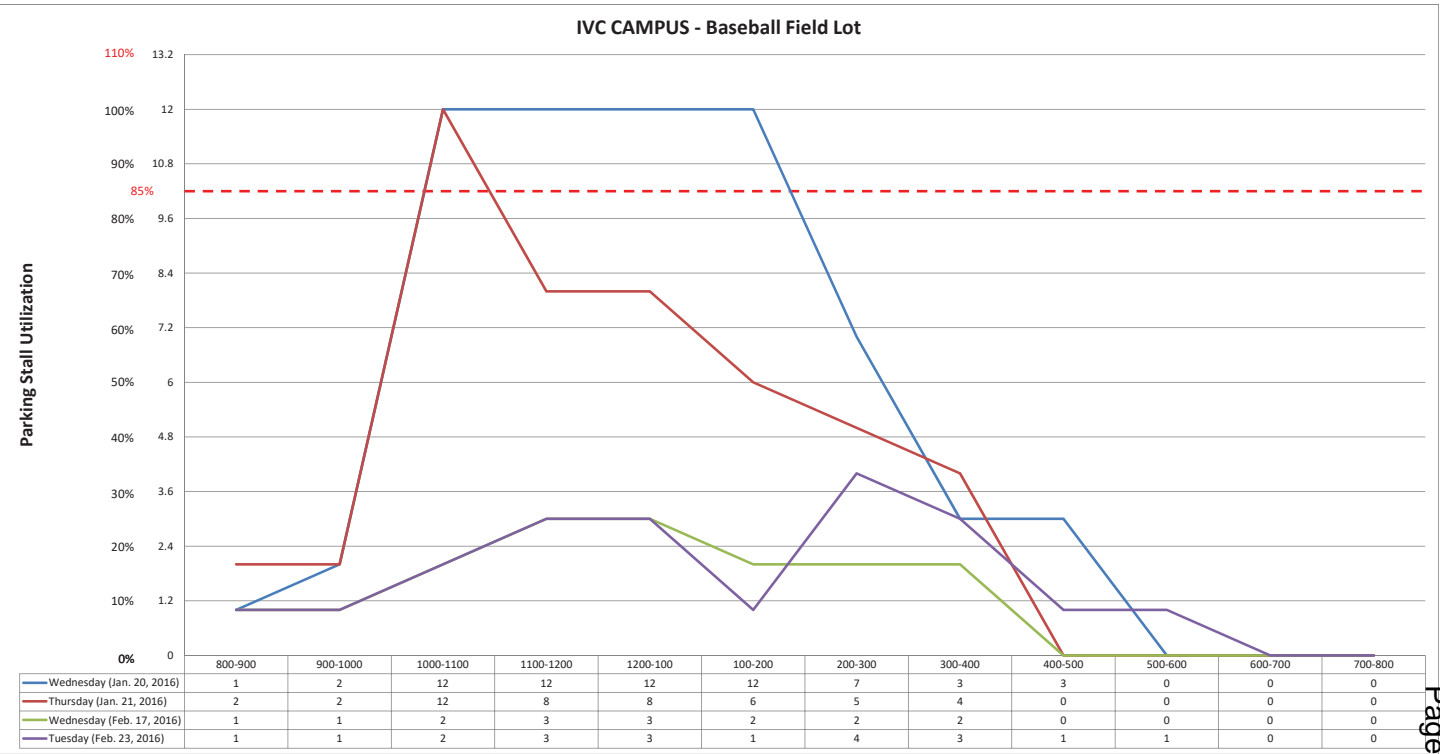
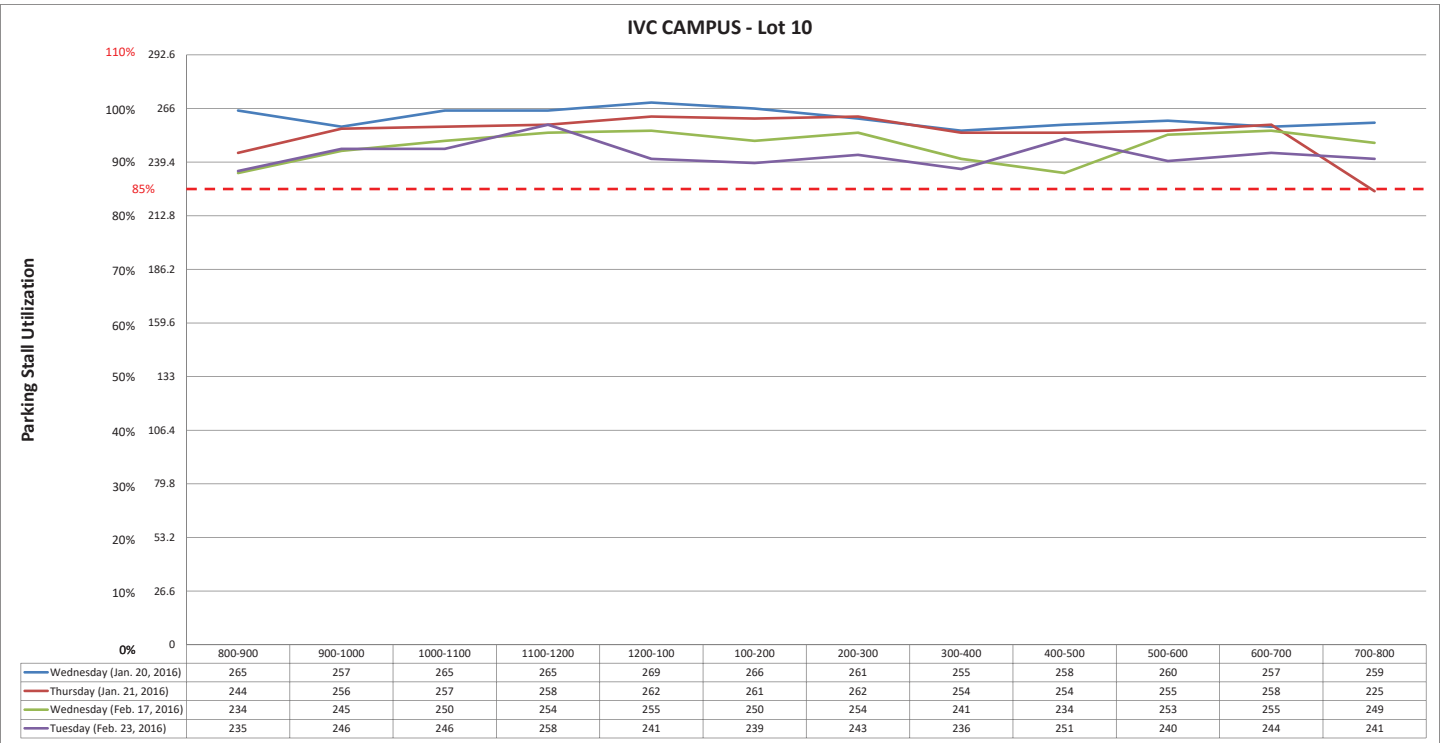
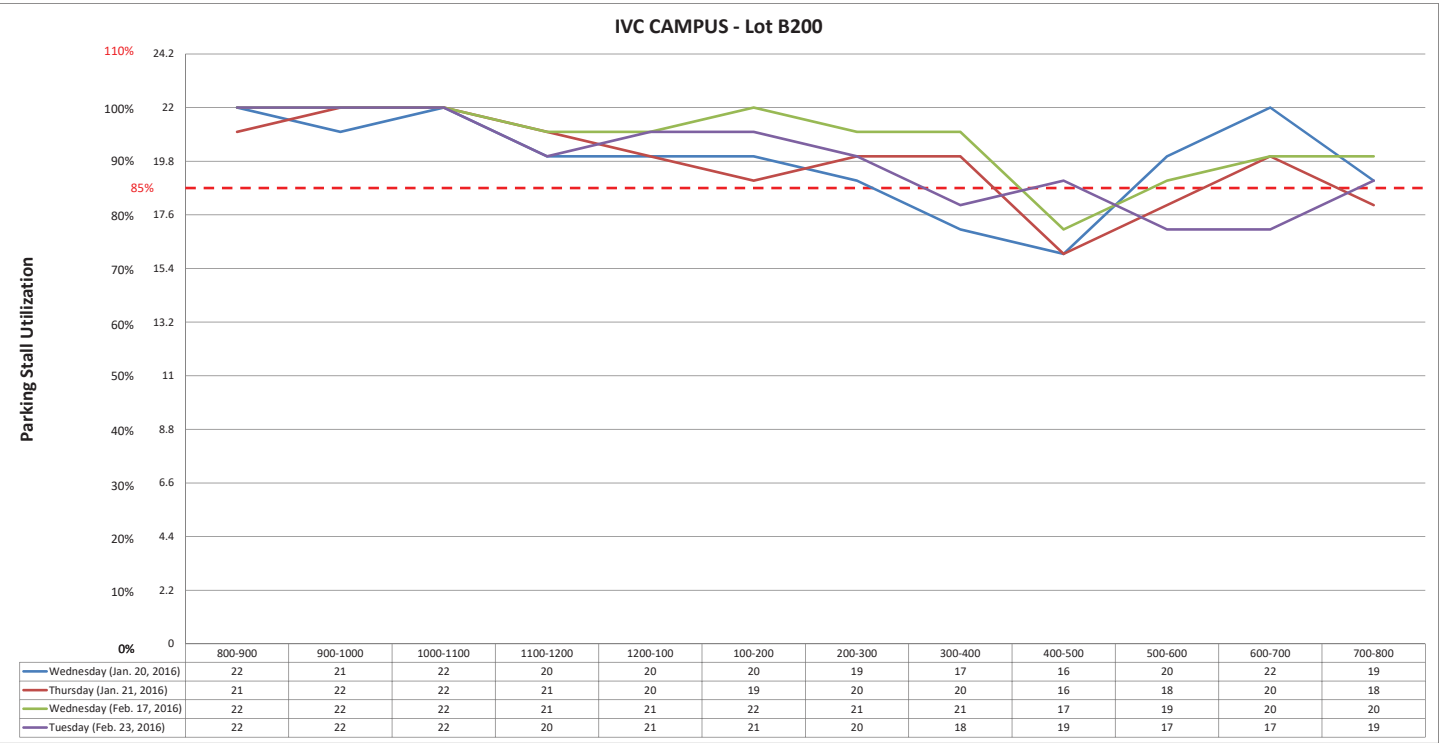
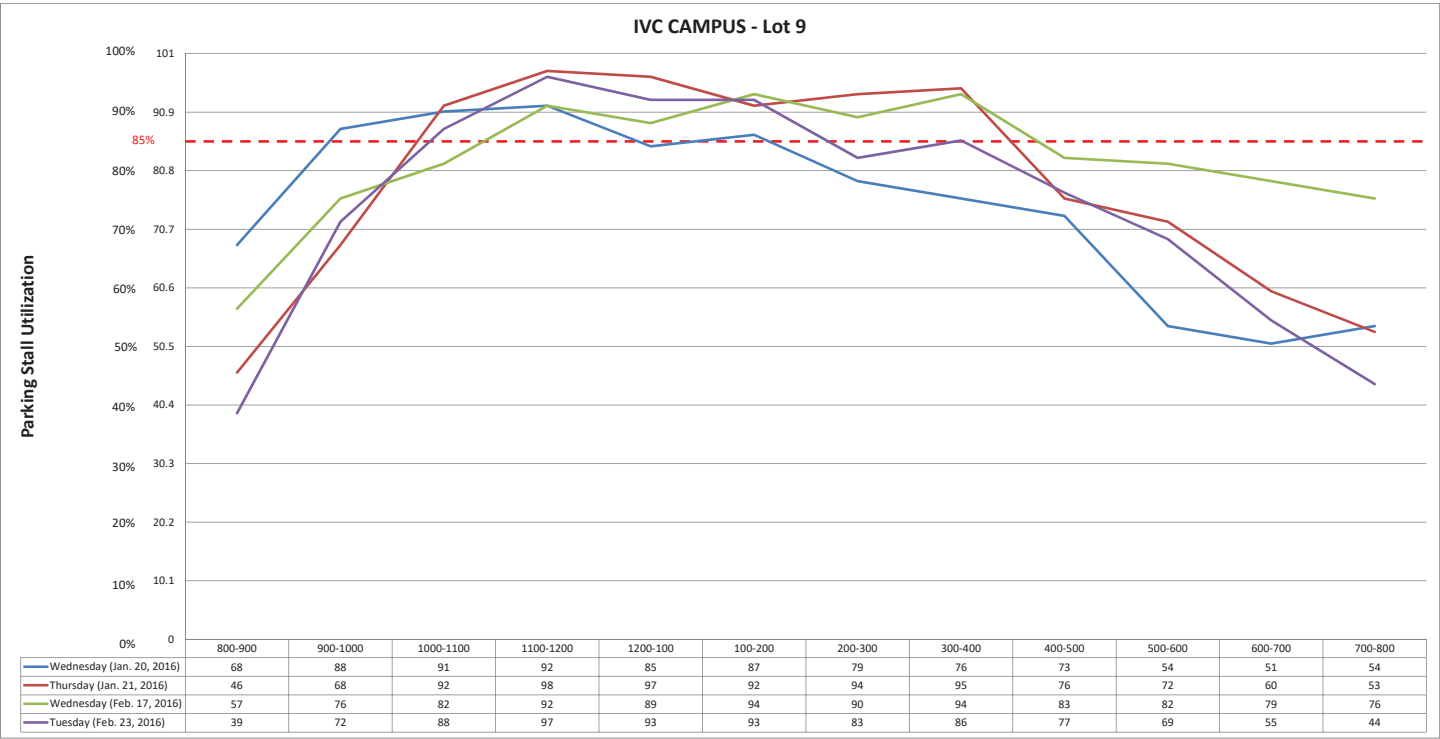


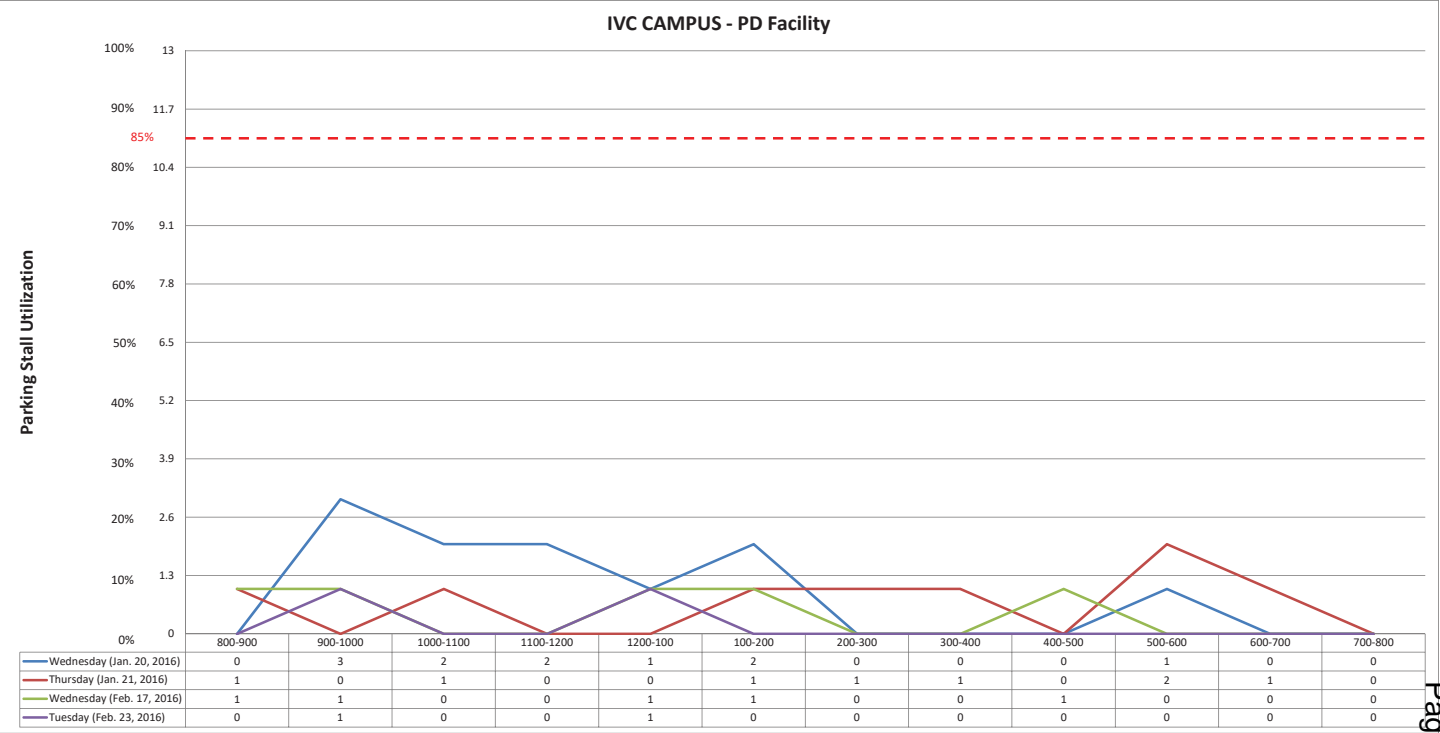
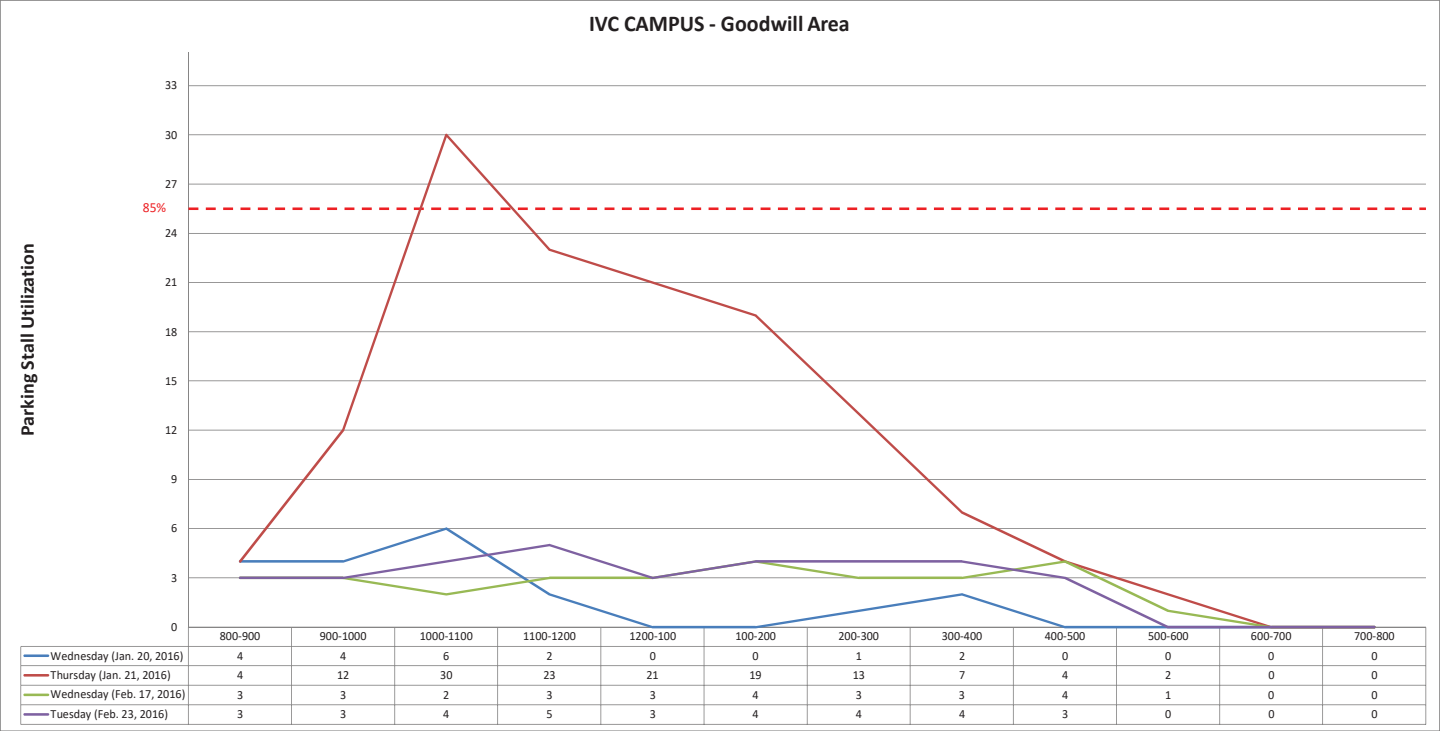
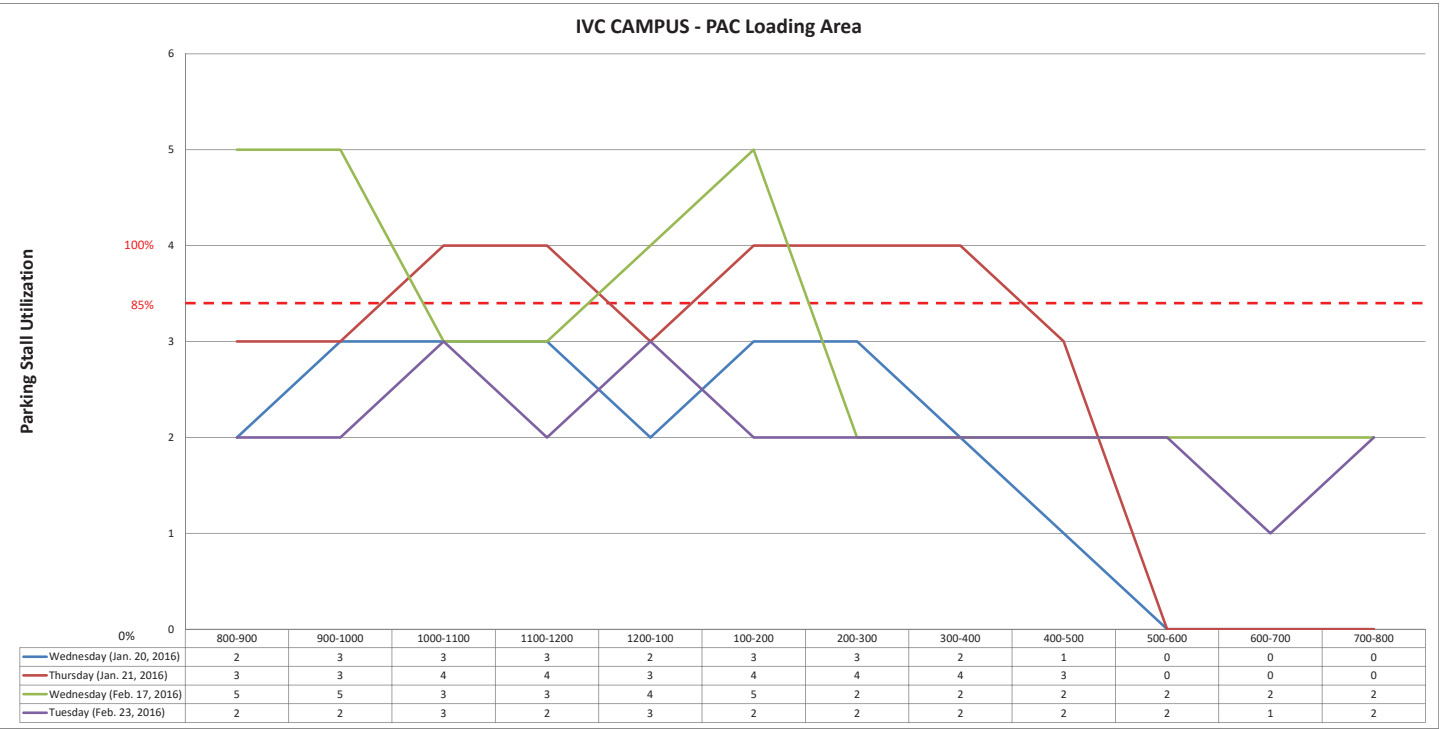
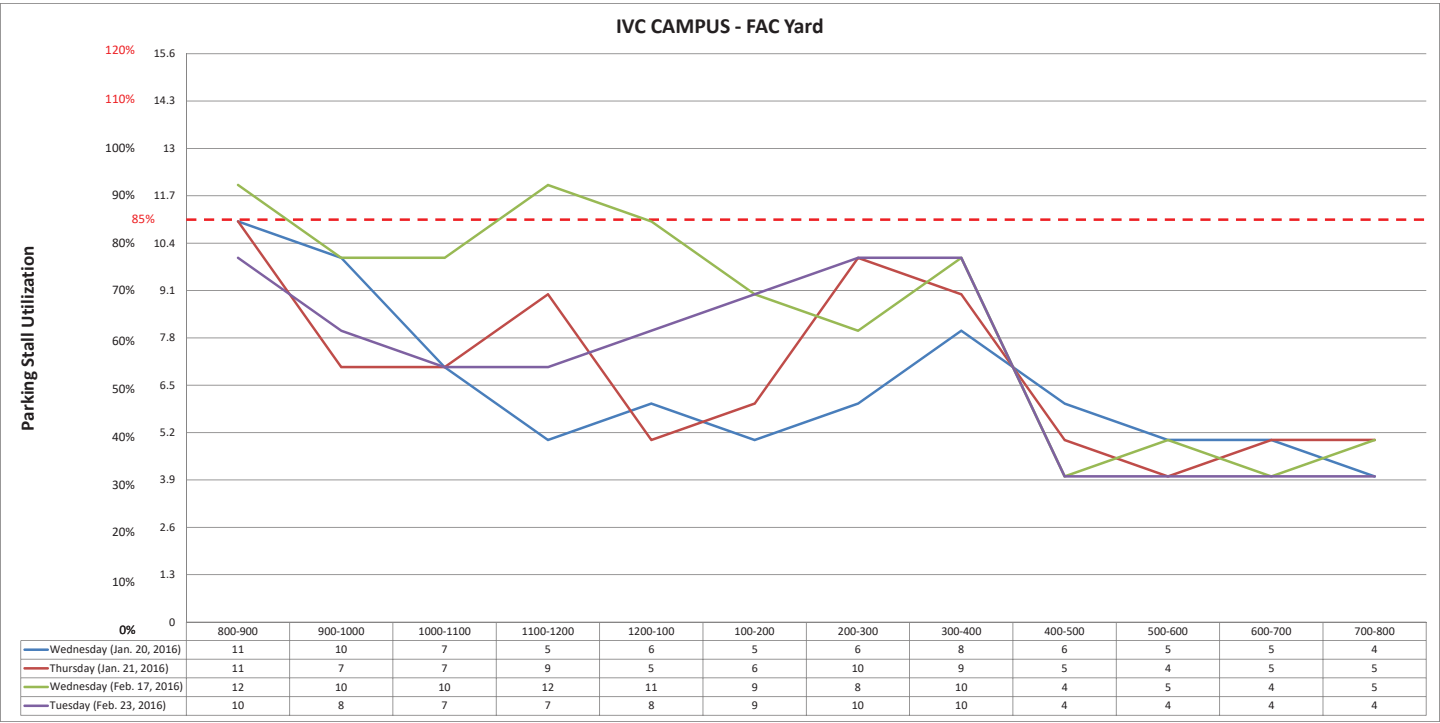


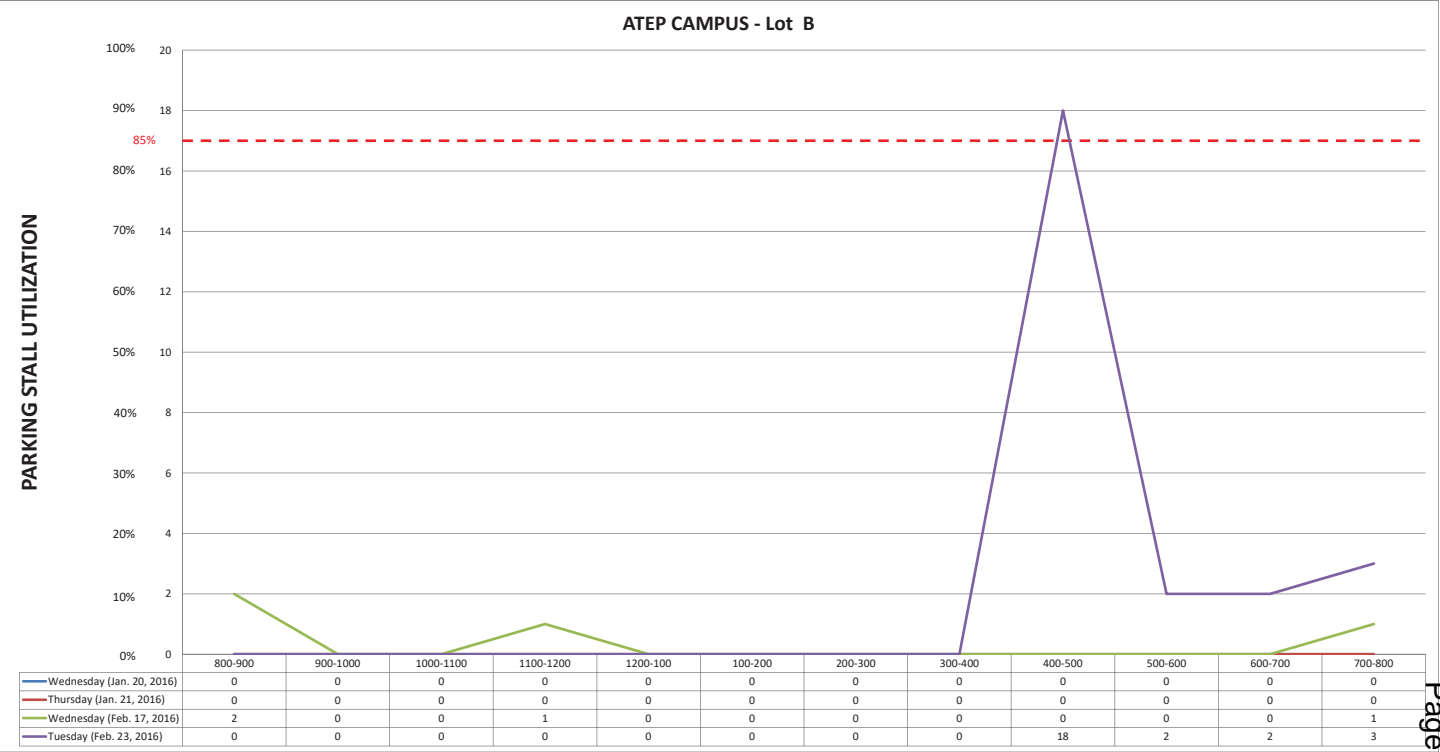
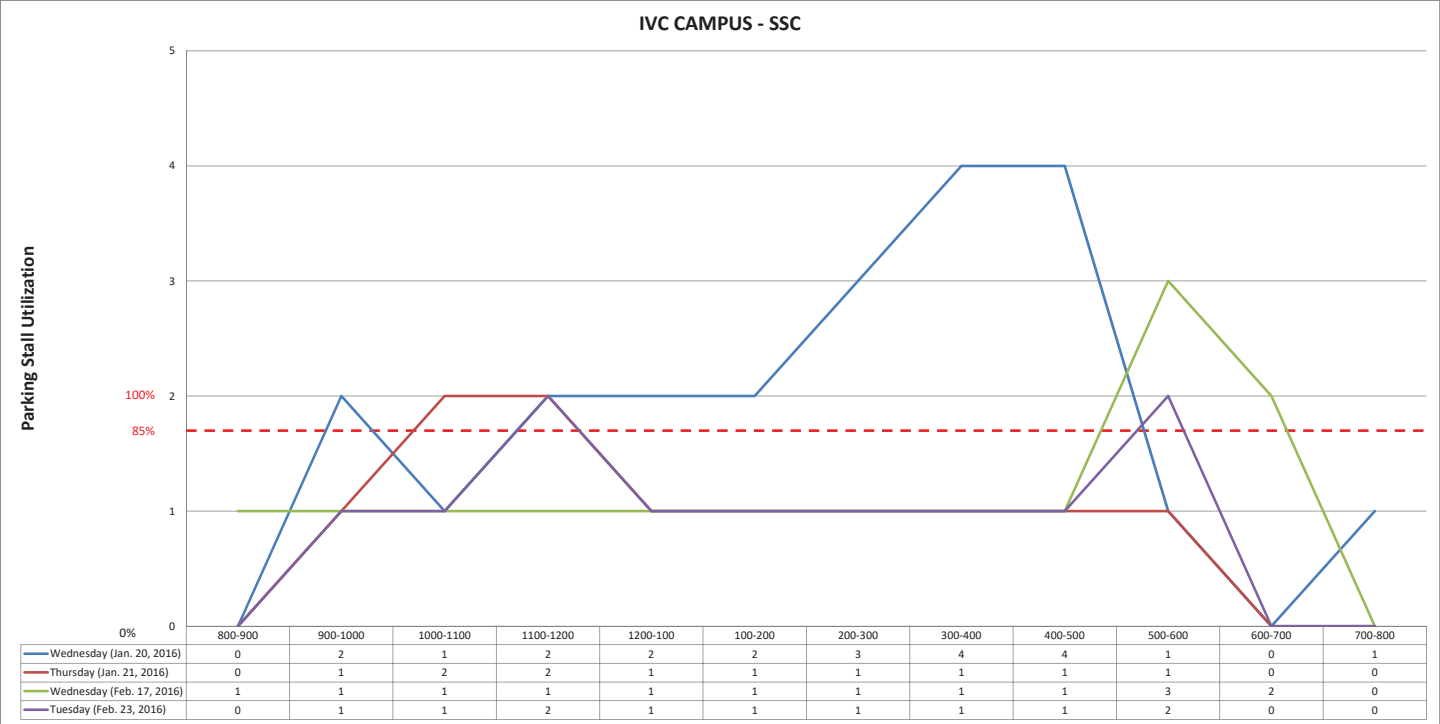
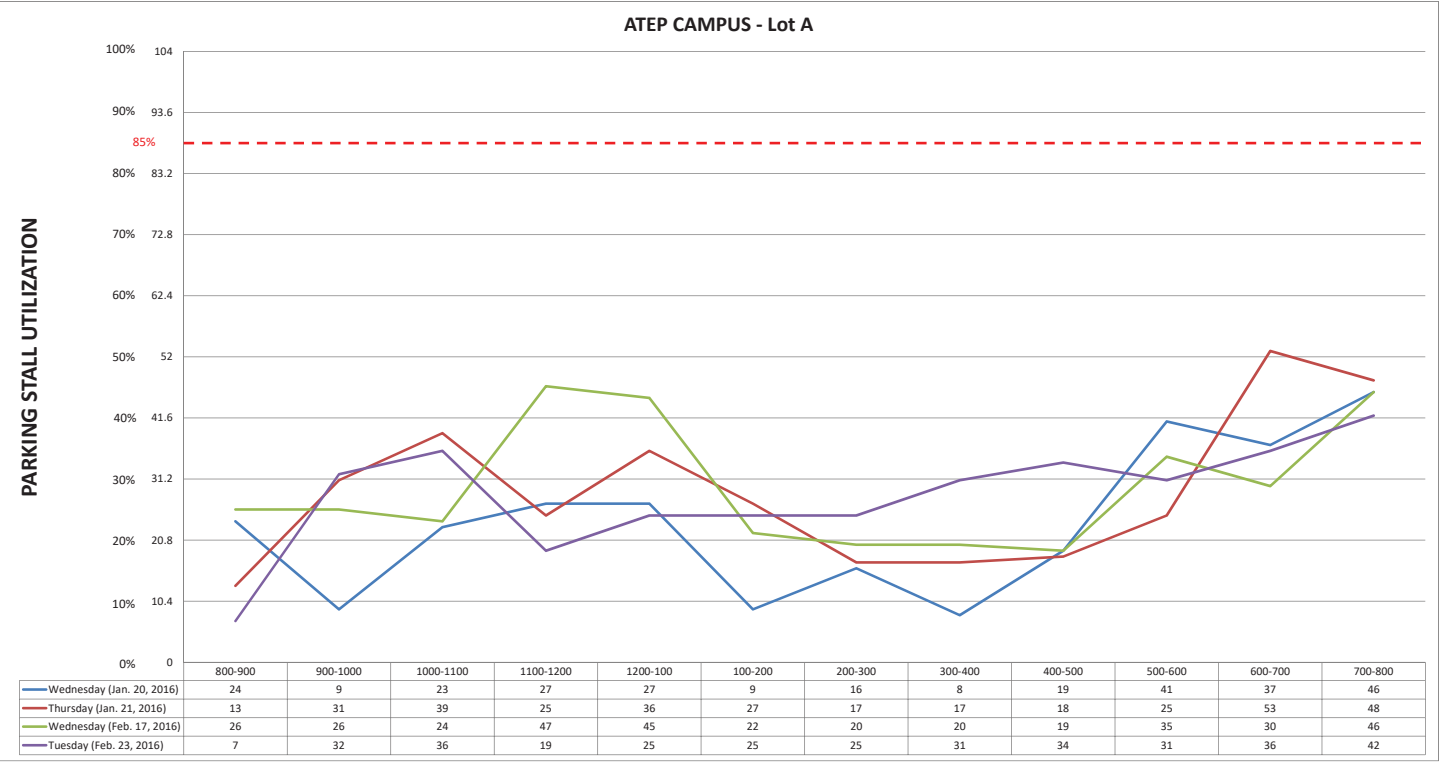
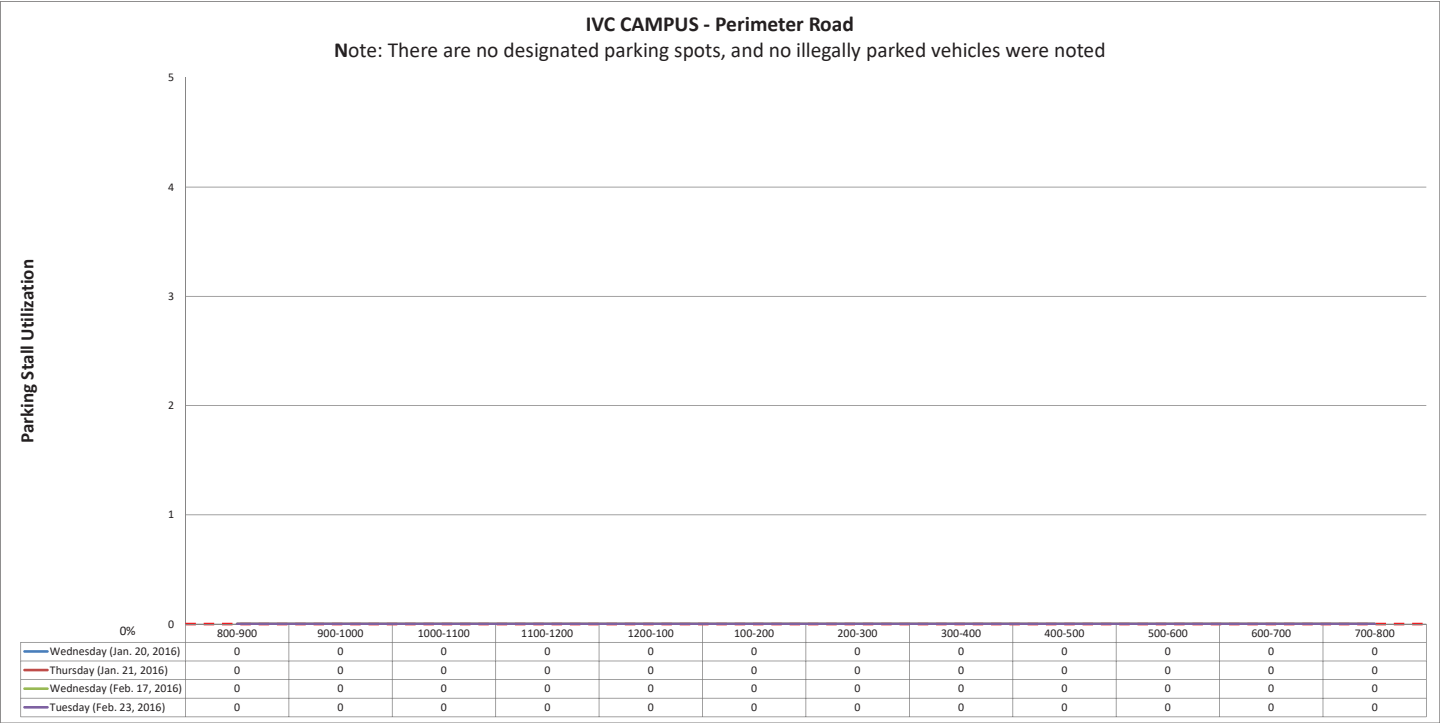


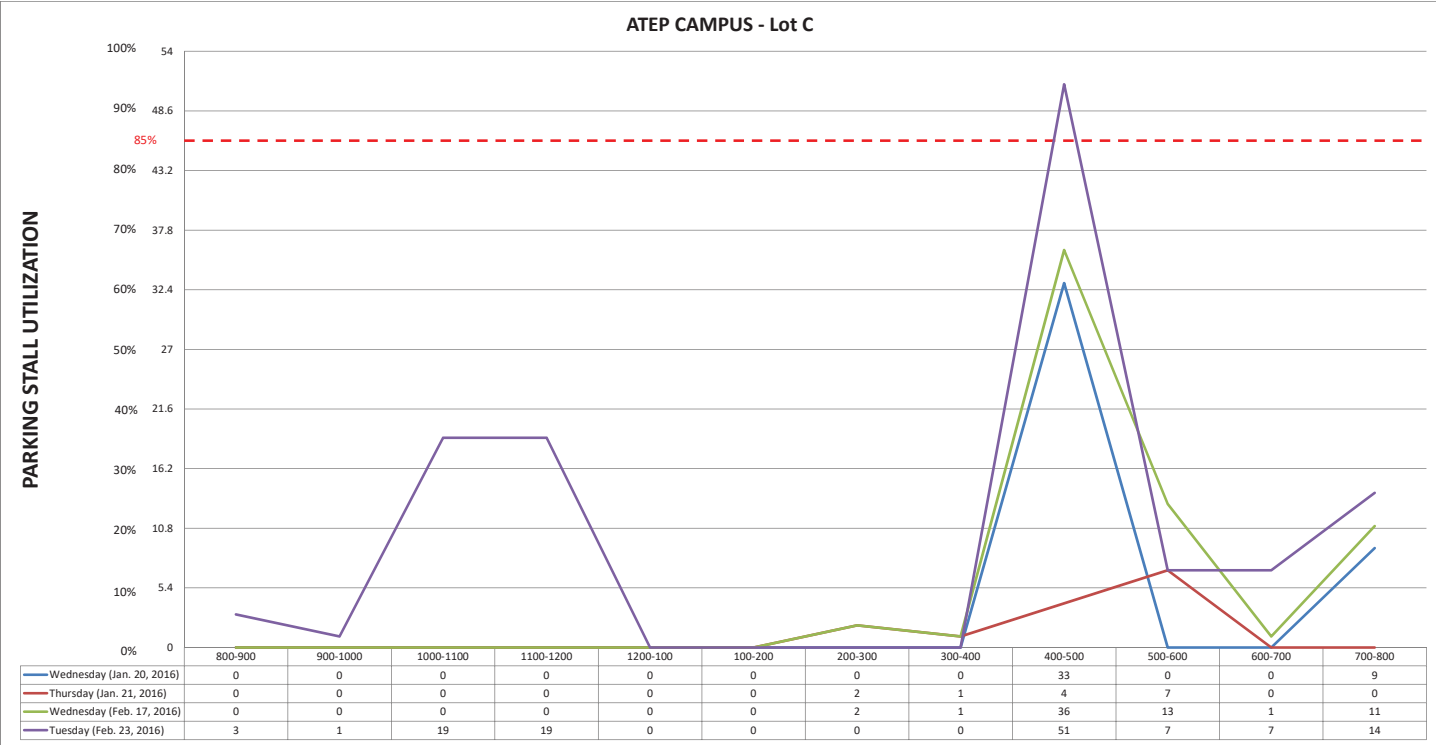














SOCCCD Board of Trustees

Presentation of the
District-wide Parking Study Report dated June 30, 2016



*August 22, 2016
board of trustees meeting*



Why do a Parking Study?

- **Neither the colleges or the district** has previously conducted a formal parking analysis/study or had a formal Parking Plan based on formal research and analysis
- These parking studies/plans **are traditionally conducted every few years** to inform the district and colleges on parking related and facilities planning decision-making





Why do a Parking Study?

Having a Parking Plan based on Parking and Traffic Analysis is useful for:

- Making recommendations on **how much** parking to develop
- Understanding **where to best place** parking lots and how to configure them
- Making **operational** decisions in managing a parking plan
- To use as a **pre-planning** document for the District-wide Educational Facilities Master Plan (EFMP) process

1



Difficult movement with cars exiting and turning left

2



Congested pickups/dropoffs

3



Informal pathways



Why do a Parking Study?



- To conduct a **district-wide** parking analysis of both Saddleback College and Irvine Valley college, as well as the temporary ATEP site.
- Determine **immediate and projected** parking needs.
- **Parking for ATEP will be analyzed** to project future parking needs and compare the current parking ratio cap at ATEP with SC, IVC, and state-wide ratios.



Parking Inventory & Survey Timing

- Studies were done during the **Spring Semester** since each College has historically had higher enrollment compared to Fall
- Wednesday January 20th and Thursday January 21st – first week of classes, **high student attendance**
- Wednesday February 17th and Thursday February 23rd – **middle of semester** when student attendance stabilizes





KEY FINDINGS:

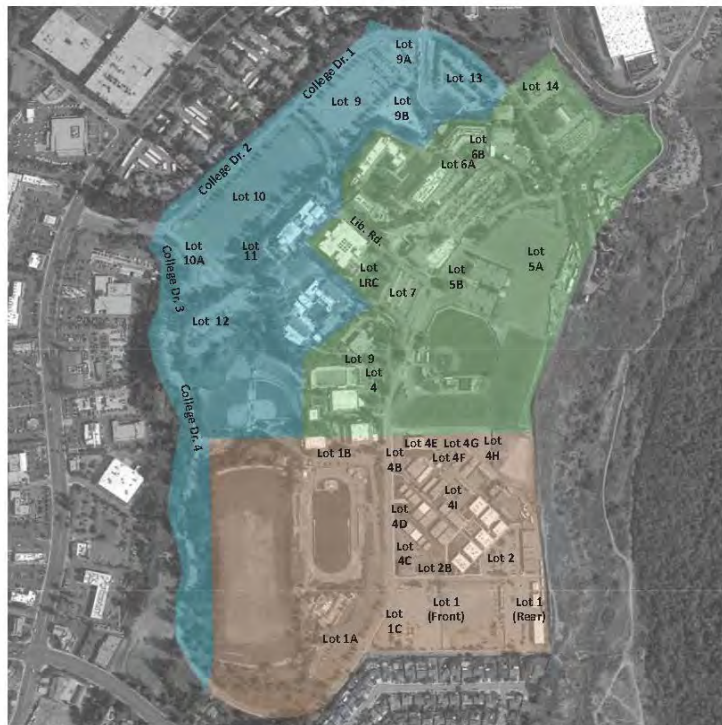
Saddleback and Irvine Valley College
both experience parking shortages during the beginning of the semester
and mid-term.

- **For Saddleback College** - between the hours of 9AM and 3PM lots are at 85% capacity or beyond
- **For Irvine Valley College** - between 9AM and 4PM - with some lots exceeding 100%
- The ATEP temporary campus is currently adequate to serve the students; however, we will not be using the temporary campus for much longer

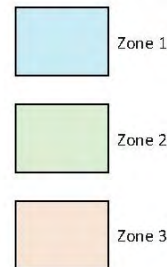




Saddleback College Parking:



Zone Key Plan

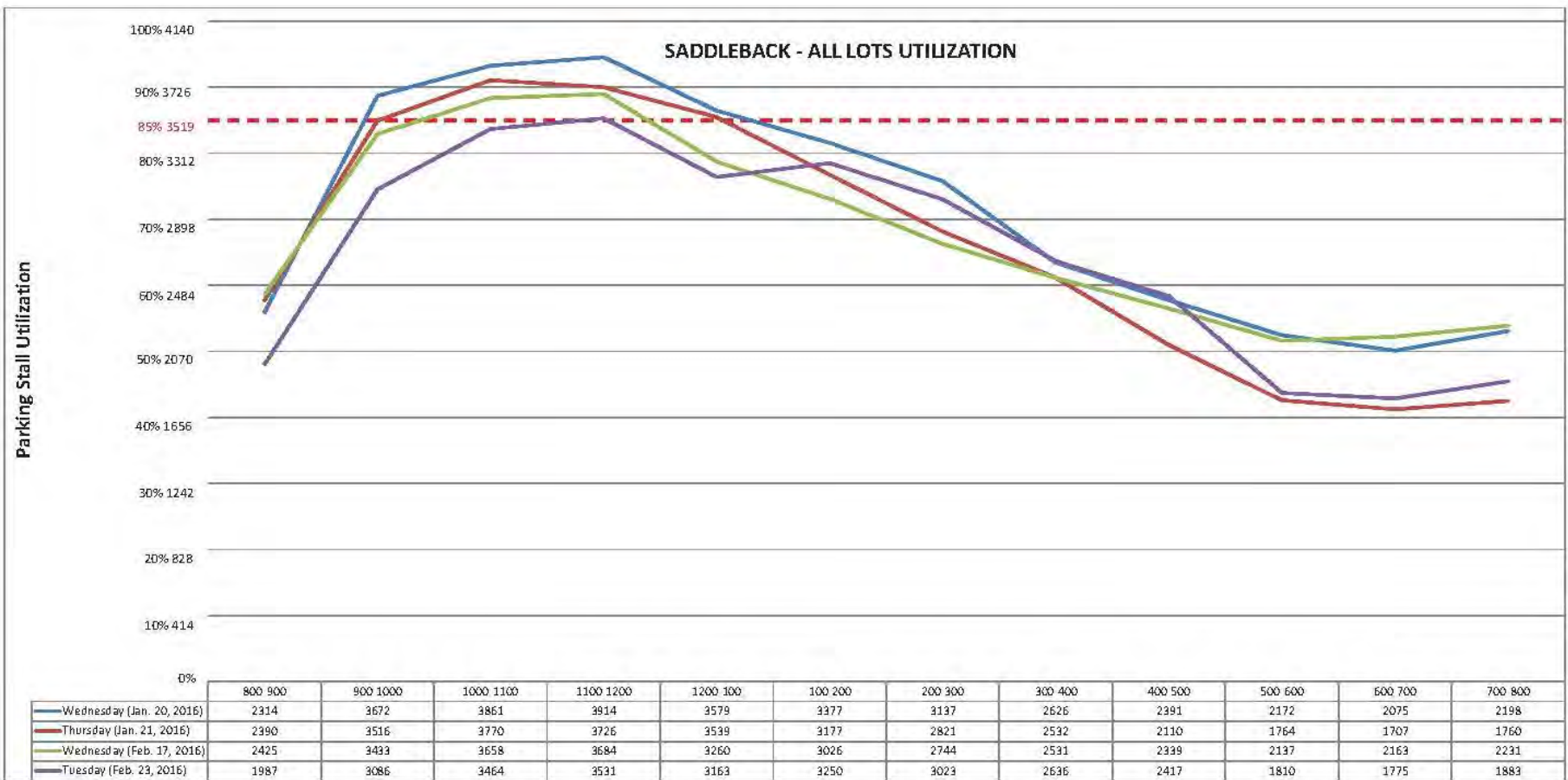


Saddleback College has 15 parking lots and street parking along College Drive West and they are broken down into three geographic areas:
(1) Northwest (2) Northeast (3) South.

The data collected indicates all of these lots are beyond capacity for the first week of class, and for the most part of the middle of the semester. The peak time of use is between 9 AM and 3 PM. The south zone is the only area that does not reach full capacity, but only on Tuesday/Thursday during the first week.



Saddleback College Utilization – All Lots:





Saddleback College Projected Future Parking Demand:

Demand projected per data provided in the 2011 Master Plan.

	Parking Supply	Total Student Population	Daily Student Population
Existing Condition 2016	**4,140 stalls	26,680	13,340
Proposed Condition 2020	*3,860 stalls	28,890	14,445
Proposed Condition 2030	*3,860 stalls	32,072	16,036

*Assumes temporary stalls removed from the parking supply

**Includes 280 temporary stalls and 110 stalls used by District staff

2020 Deficit: 532 parking stalls
2030 Deficit: 1,054 parking stalls



Saddleback College Proposed Circulation Improvements:

- Incorporate a **parking guidance system** (Moderate cost – high impact)
- Construct a **parking structure** (High cost – high impact)
- Construct an **eastern outer loop** (High cost – high impact)
- **Consolidate staff and faculty parking to better control and maintain available parking** (Moderate cost – moderate impact)
- **Adjust College Parking ratio** (low cost – moderate impact)





Saddleback College Proposed Circulation Improvements continued:

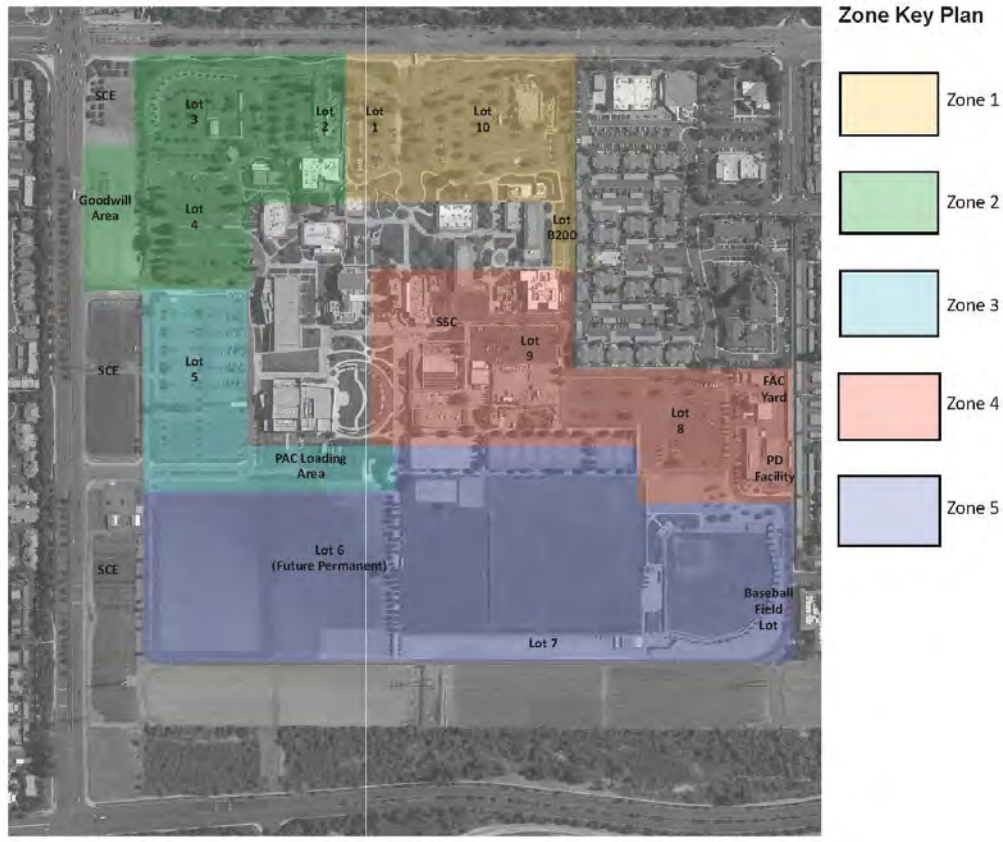
Saddleback-only Recommendation
General Recommendation

Recommendations for Saddleback College			
Recommendation	Cost	Level of Benefit	Benefit Derived
A) Triple 4 crosswalks	Low	Medium	Improves safety by providing a high visibility crosswalk that is more visible to motorists and better directs pedestrians. Reflective markers on leading edge provides better dusk/dawn visibility.
B) Advanced stop/yield bar	Low	Medium	Improves safety by encouraging drivers to stop in advance of a crosswalk or intersection. The setback also allows a pedestrian to better see if a vehicle is not stopping in the adjacent lane.
C) Scheduled maintenance on signs and markings	Low	Medium	Regular maintenance ensures signage and markings remain in good and visible condition for benefit of motorists and pedestrians.
D) Sidewalk infrastructure	Low	High	Provides a safer, off-street, place for pedestrians to walk. Compliant with ADA regulations.
E) Flashing crosswalk beacon	Low	Medium	Increases driver awareness of potential pedestrian conflicts and improves yielding behavior at crosswalks where beacons are activated.
H) Radar speed feedback sign	Low	Low	Encourages drivers to slow down if they are traveling above the posted speed limits.
I) Convert southbound thru-right lane to right-turn only lane	Low	High	More efficient and reduces opportunity for conflict from other vehicle approaches.
J) Removing speed bumps	Medium	Medium	Removes inappropriate type of device for a "street" and improper placement of speed control device (should not be at the intersection).
K) Speed lumps (at least 100ft from intersections)	Medium	Medium	Improves management of speeds, with lower impact on emergency vehicles.
O) Single-lane Roundabout	Medium	High	Improves the capacity and safety of intersections, and is designed to handle growing college population.
P) Building new turning lane	Medium	High	Reduces congestion and potential for conflicts as individual turning movements receive their own approach lanes.
Q) Raised crosswalk	Medium	Medium	Provides pedestrians with a level street crossing and makes pedestrians more visible to approaching motorists.
R) Reconfiguring parking lot entrances/exits	Medium	High	Improves access in and out of parking lots 9 & 10, and reduces congestion at nearby intersections.
U) Pedestrian-only zone	High	Medium	Separates pedestrians and vehicles along a popular corridor, reducing the potential for collisions.
V) Outer Loop Road	High	Medium	Allows vehicles to bypass an area of campus with pedestrians and provides direct access to several parking lots.
W) Automated bollards	High	Low	Provides flexibility in controlled access for vehicles.
X) Single-lane roundabout with bypass lane	High	High	Improves capacity and safety of intersections, and bypass lane is designed to accommodate high turning movement.
Y) Entrance realignment	High	High	Reduces the potential for vehicle conflicts, and increases the efficiency of vehicles entering and exiting from Avery.
Z) Real-time parking information	High	High	Aids in vehicle circulation and reduces congestion by instantly informing drivers where to find available parking spaces.

Note: Recommendations correspond to locations in the supporting Figures, identified by the matching letter.



Irvine Valley College Parking:



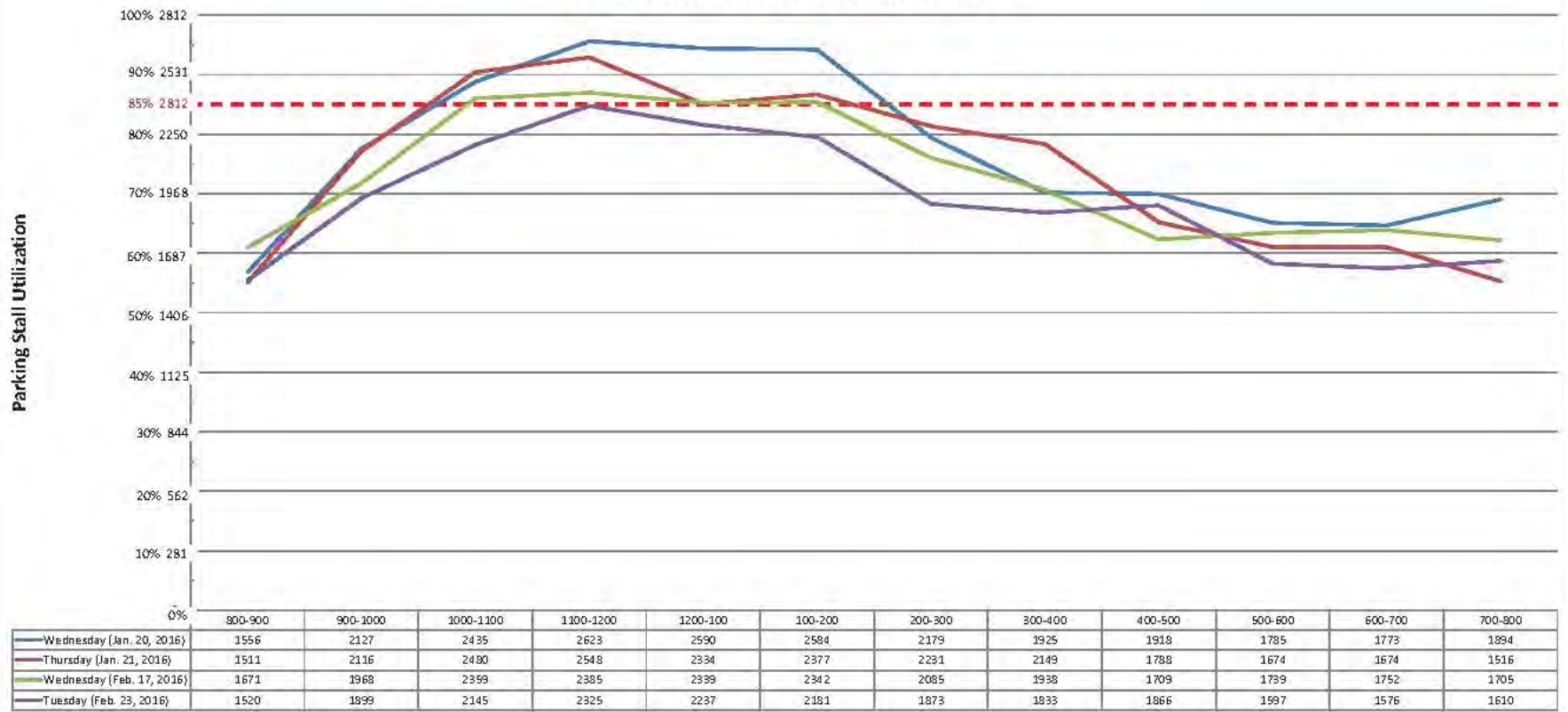
Irvine Valley College has 17 parking lots broken into five areas of the campus.

The data collected indicates all of these lots are beyond 85% capacity for both the first week of class, and the middle of the semester for Zones 1 through 4. Zone 5 does extend beyond 85% capacity on Mon/Wed during the first week, but decreases as the semester goes on.



Irvine Valley College Utilization – All Lots:

IVC CAMPUS - TOTAL PARKING UTILIZATION





Irvine Valley College Projected Future Parking Demand:

Demand projected per data provided in the 2011 Master Plan.

	Parking Supply	Total Student Population	Daily Student Population
Existing Condition 2016	**2,812 stalls	14,410	7,205
Proposed Condition 2020	*2,782 stalls	15,912	7,956
Proposed Condition 2030	*2,782 stalls	19,396	9,698

*Assumes temporary stalls removed from the parking supply, and Parking Lot 6 and 7 becoming permanent

**Includes 546 temporary stalls

2020 Deficit: 548 parking stalls

2030 Deficit: 1,277 parking stalls



Irvine Valley College Proposed Circulation Improvements:

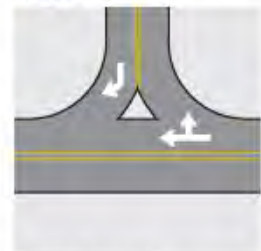
- **Incorporate a parking guidance system** (Moderate cost – high impact)
- **Construct a parking structure** (High cost – high impact)
- **Consolidate staff and faculty parking to better control and maintain available parking** (Moderate cost – moderate impact)
- **Construct additional surface lot parking** (moderate cost – high impact)
- **Convert temporary Parking Lot 7 into a permanent parking lot.** (Moderate cost – moderate impact)
- **Adjust college parking ratio** (Low cost – moderate impact)

(S)



Install pedestrian pathway

(T)



Construct right-in right-out driveway



Irvine Valley College Proposed Circulation Improvements continued:

Irvine Valley College-only Recommendation
General Recommendation

Recommendations for Irvine Valley College			
Recommendation	Cost	Level of Benefit	Benefit Derived
A) Triple 4 crosswalks	Low	Medium	Improves safety by providing a high visibility crosswalk that is more visible to motorists and better directs pedestrians. Reflective markers on leading edge provides better dusk/dawn visibility.
B) Advanced stop/yield bar	Low	Medium	Improves safety by encouraging drivers to stop in advance of a crosswalk or intersection. The setback also allows a pedestrian to better see if a vehicle is not stopping in the adjacent lane.
C) Scheduled maintenance on signs and markings	Low	Medium	Regular maintenance ensures signage and markings remain in good and visible condition for benefit of motorists and pedestrians.
D) Sidewalk infrastructure	Low	High	Provides a safer, off-street, place for pedestrians to walk. Compliant with ADA regulations.
E) Flashing crosswalk beacon	Low	Medium	Increases driver awareness of potential pedestrian conflicts and improves yielding behavior at crosswalks where beacons are activated.
F) Parking lot fence	Low	Medium	Ensures that students do not cut through the drive aisles of Lot 9 when walking from Lot 8, reducing conflict opportunities.
G) Increase speed limit to 25 mph	Low	Low	Allows vehicles to move more quickly along the southern portion of campus, away from pedestrian activity.
H) Radar speed feedback sign	Low	Low	Encourages drivers to slow down if they are traveling above the posted speed limits.
J) Removing speed bumps	Medium	Medium	Removes inappropriate type of device for a "street" and improper placement of speed control device (should not be at the intersection).
K) Speed lumps (at least 100ft from intersections)	Medium	Medium	Improves management of speeds, with lower impact on emergency vehicles.
L) New drop-off/pick-up area	Medium	Medium	Removes conflicts in Lot 10 between drivers looking for parking, drivers using the drop-off/pick-up location, and pedestrians.
M) Building out central median	Medium	High	Reduces potential for vehicle conflicts and simplifies turning movements, both of which improve safety.
N) Convert space to quad/landscaping	Medium	Low	Allows the college to utilize space that was previously occupied by vehicles for campus activities/facilities.
O) Single-lane Roundabout	Medium	High	Improves the capacity and safety of intersections, and is designed to handle growing college population.
S) Pedestrian pathways in parking lots	High	Medium	Allows drivers who have parked their cars to walk to campus in a car-free zone within the parking lot
T) Right-in/right-out driveway	High	High	Increases access in and out of campus without conflicting turning movements.
Note: Recommendations correspond to locations in the supporting Figures, identified by the matching letter.			



ATEP Temporary Site Parking:



ATEP currently has three parking lots on its' temporary campus.

The parking lots for this site are utilized more during the evening due to the technical courses being taught. The parking is adequate at all times of the semester.



ATEP Parking for future needs:

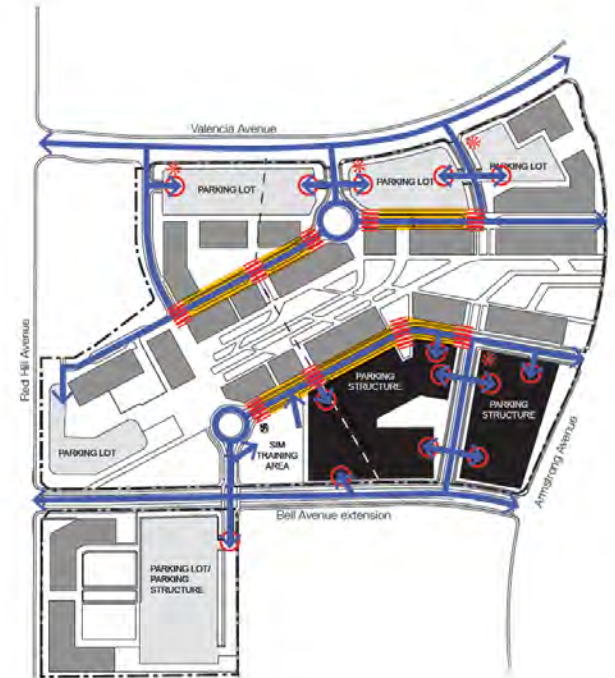
- In **anticipation of ATEP's future development and growth**, the parking supply needs to be considered in order to efficiently serve the campus.
- The City of Tustin's **municipal zoning code** requires that one parking stall be provided for every three students for our site.
- Based on the current programs offered, if ATEP continues to be developed with a 3.00 parking ratio per student, there will be **more parking stalls than needed** for the campus by students and employees
- This ratio will prevent the District from being able to develop the property to its **fullest potential** for academic use requirements
- The current requirement by the City is stringent when compared to parking ratios of **typical college campuses** so this data is useful for further discussions with the City regarding adjustment of the current

VEHICULAR CIRCULATION

Figure 6.04d

Vehicular circulation and parking will be located around the perimeter of the ATEP Site, leaving the central area for non-vehicular circulation. Speed calming devices and enhanced crosswalks will promote safe circulation throughout the site and connect perimeter parking lots with the internal core.

- VEHICULAR CIRCULATION
- PARKING ENTRY
- ||||| PEDESTRIAN CROSSWALK
- ▬ TRAFFIC CONTROL ZONE
- * INFORMATIONAL SIGNAGE ON PARKING AVAILABILITY





Comparable Parking ratios:

College	Enrollment	Parking Stalls	Students/Stall Ratio
Saddleback College	26,680	4,030	6.62
Irvine Valley College	14,410	2,812	5.12
Orange Coast College	24,750	4,390	5.63
Santa Ana Community College	22,000	3,929	5.60
Santiago Canyon College	13,000	2,600	5.00

- Although a ratio of 5.5 is average across several Southern California community colleges, it is not necessarily perceived as being sufficient based on individual campus conditions.
- If enrollments increase as projected without introducing additional parking, the amount of stalls per student will exceed the amount typically desired in a community college setting.
- A ratio in the 4.5-ish range seems to be a good goal for both colleges and ATEP

Discussion and Questions



TO: Board of Trustees
FROM: Debra L. Fitzsimons, Acting Chancellor
RE: SOCCCD: Minutes of the Board of Trustees Meeting
ACTION: Approval

Minutes from:

July 18, 2016 Regular Meeting of the Board of Trustees (Exhibit A)

are submitted to the Board for review and approval.

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

**MINUTES OF THE BOARD OF TRUSTEES' MEETING
July 18, 2016**

PRESENT

Members of the Board of Trustees:

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

Administrative Officers:

Debra Fitzsimons, Acting Chancellor
Robert Bramucci, Vice Chancellor, Technology and Learning Services
David Bugay, Vice Chancellor, Human Resources

ABSENT

Tod Burnett, President Saddleback College
Glenn Roquemore, President Irvine Valley College

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Employment, Evaluation of Performance, Discipline, Dismissal, Release (Government Code Section 54957(b).)
 - A. Public Employee Discipline, Dismissal, Release (Government Code Section 54957(b).)(2 matters)
- 1.4 Conference with Labor Negotiators (Government Code Section 54957.6)
 - A. Unrepresented Employee: Acting Chancellor
Agency Designated Negotiator: Timothy Jemal, Board President
- 1.5 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. Anticipated Litigation (Government Code Section 54956.9(d)(2), (e)(1) (4 potential cases)

RECONVENE OPEN SESSION: 6:30 P.M.

2.0 PROCEDURAL MATTERS

2.1 Actions Taken in Closed Session

2.2 Invocation

Led by Trustee James Wright

2.3 Pledge of Allegiance

Led by Trustee Barbara Jay

2.4 Public Comments

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

Two public comments were heard by the board in support of Dr. Chris McDonald and one public comment commending former chancellor Gary Poertner.

3.0 REPORTS

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

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

4.0 DISCUSSION ITEMS

4.1 Saddleback College and Irvine Valley College: Student Success for Scorecard for Community Colleges

A presentation on performance indicators for Saddleback College and Irvine Valley College.

An overview of the Student Success Scorecard statewide indicators was presented by Denice Inciong, District Director of Research, Planning, and Data Management, Jennifer Klein, Director of Research, Planning and Accreditation, Saddleback College, and Craig Hayward, Director of Research, Planning and Accreditation, Irvine Valley College

5.0 CONSENT CALENDAR ITEMS

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

Trustee Jemal requested to remove item 5.2, Trustee Lang requested to remove items 5.12 and 5.13, and Trustee Milchiker requested to remove item 5.14 from the consent calendar for separate discussion and action.

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

5.1 SOCCCD: Board of Trustees Meeting Minutes

Approve minutes of Regular Meeting held on June 27, 2016.

5.2 Irvine Valley College: Forensics Team Activities for the Academic Year 2016-2017

Approve the participation of the Irvine Valley College Forensics Team and their coaches for the academic year 2016-2017 speech tournament schedule at a total estimated maximum budget not to exceed \$59,100.

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

5.3 SOCCCD: Irvine Valley College Liberal Arts Project, Audio/Visual Material and Installation, Award of Bid No. 327, ELB US, Inc.

Award Irvine Valley College, Liberal Arts project, Audio/Visual Material and Installation, Bid No. 327 and ratify the agreement with ELB US, Inc. in the amount of \$100,727.38.

- 5.4 **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.
- 5.5 **Saddleback College: Curriculum Revised for the 2016-17 Academic Year**
Approve the proposed curriculum changes for the 2016-17 academic year at Saddleback College.
- 5.6 **SOCCCD: Saddleback College Storage Buildings Project, Bid No. 2045, Notice of Completion, RT Contractor Corporation**
Authorize filing the Notice of Completion for the Saddleback College Storage Buildings project to RT Contractor Corporation, for a final contract amount of \$115,138.98.
- 5.7 **SOCCCD: Saddleback College, Donated Equipment**
Approve the donation of the computers and equipment to the University of California, Irvine.
- 5.8 **SOCCCD: Saddleback College: Student Travel Study Abroad Program to Salamanca, Spain, from February 10, 2017 to April 22, 2017**
Approve the Saddleback College study abroad program: Spanish Language Studies in Salamanca, Spain from February 10, 2017 to April 22, 2017 and authorizes the administration to execute the Educational Tour/Field Study Travel Contractor Agreement with the Travel and Education for coordinating all travel agreements.
- 5.9 **SOCCCD: Trustees' Requests for Attending Conferences**
Approve trustees' requests for attending conference(s).
- 5.10 **SOCCCD: Agreement for Special Services, Atkinson, Andelson, Loya, Ruud & Romo**
Approve the special services agreement with Atkinson, Andelson, Loya, Ruud & Romo, effective July 1, 2016 through June 30, 2017.
- 5.11 **SOCCCD: Adopt Resolution No. 16-19: Appropriations Limit for FY 2016-2017 (Gann Limit)**
Adopt Resolution 16-19 establishing the required State constitutional appropriations limit for FY 2016-2017 for the South Orange County Community College District.
- 5.12 **SOCCCD: May and June 2016 Change Orders / Amendments**
Ratify the change orders and amendments as listed.
- On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 7-0 vote.
- 5.13 **SOCCCD: Purchase Orders and Checks**
Ratify the purchase orders and checks as listed.

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

5.14 SOCCCD: May- June 2016 Contracts
Ratify contracts as listed.

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

6.0 GENERAL ACTION ITEMS

6.1 SOCCCD: 2017-2018 Academic Calendar
Approve the proposed Academic Calendar for 2017-2018.

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

6.2 Irvine Valley College: Memorandum of Understanding, Irvine Unified School District 2016-2018
Approve the Memorandum of Understanding between SOCCCD (Irvine Valley College) and the Irvine Unified School District.

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

6.3 Irvine Valley College: Memorandum of Understanding, Capistrano Unified School District 2016-2018
Approve the Memorandum of Understanding between SOCCCD (Irvine Valley College) and Capistrano Unified School District.

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

6.4 Irvine Valley College: Memorandum of Understanding, Tustin Unified School District 2016-2018
Approve the Memorandum of Understanding between SOCCCD (Irvine Valley College) and the Tustin Unified School District.

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

6.5 SOCCCD: Saddleback College, Sciences Building Project, Change Order No. 5, C.W. Driver
Approve Board Change Order No. 5 and wavier language for the Saddleback College Sciences Building project and authorize staff to execute the corresponding change order with C.W. Driver resulting in an increase of \$133,876 for a revised contract of \$55,805,572.

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

6.6 SOCCCD: Saddleback College, Sciences Building Project, Change Order No. 6, C.W. Driver

Approve Board Change Order No. 6 for the Saddleback College Sciences Building project and authorize staff to execute the corresponding change order with the C.W. Driver, resulting in an increase of \$61,347, for a revised contract of \$55,866,919, with a project extension of 108 calendar days and a revised project completion, with fall occupation as planned, and fiscal close out on September 16, 2016.

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

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

Authorize payment to Trustee Wright who was absent from the board meeting on June 27, 2016.

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

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

Authorize payment to Student Trustee Forde who was absent from the board meeting on June 27, 2016.

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

6.9 SOCCCD: Environmental Consultant Services Pool, Bid No. 334D

Approve the eight firms for the SOCCCD Environmental Consultant Services Pool, Bid No. 334D, for no greater than a five year period.

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

6.10 SOCCCD: Architectural Services Pool, Bid No. 331D

Approve the three categories of firms for the SOCCCD Architectural Services Pool, Bid No. 331D for no greater than a five year period.

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

6.11 SOCCCD: Board Policy Revision: BP-5300 Grade Changes

Accept for discussion and approval.

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

6.12 SOCCCD: Academic Personnel Actions – Regular Items

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

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

6.13 SOCCCD: Classified Personnel Actions – Regular Items

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

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

6.14 SOCCCD: Employment Contract, Acting Chancellor, Dr. Debra Fitzimons

Approve contract for Acting Chancellor effective July 1, 2016 through December 31, 2016.

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

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: CCCT Student Trustee Member Election – 2016

CCCT Student Trustee Member Election Information.

7.3 SOCCCD: Basic Aid Report

Report on projected receipts and approved projects.

7.4 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.**

The meeting was adjourned at 8:32 p.m.


Debra L. Fitzsimons, Acting Chancellor

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: Saddleback College: Curriculum Revised 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 revised curriculum for the College. Exhibit A includes revisions to an existing program for academic year 2016-17. The revised curriculum is 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 for the 2016-17 academic year at Saddleback College as listed in Exhibit A.

CURRENT

Global Business Degree 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	3
<hr/>		
BUS 14	Legal Environment of Business	3
BUS 104*	Business Communication	3
BUS 150	International Business	3
BUS 260	Survey of Exporting and Importing	3
<hr/>		
Restricted Electives:		6-7

Restricted Electives:

BUS 102	Oral Business Communications	3
BUS 105	Social Media Marketing	3
BUS 135	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

Total 21-22

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

Associate Degree

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: BUS 102, 116, 120, 125, 136, 137, 138, 150, 160, 223.

REVISED

Global Business Degree 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
<hr/>		
BUS 1H	Honors Introduction to Business	3
BUS 13	Legal Environment & Business Law	3
BUS 104*	Business Communication	3
BUS 150	International Business	3
BUS 260	Survey of Exporting and Importing	3
BUS 103	Business English	3
<hr/>		
ENG 1A*	Principles of Composition	4
<hr/>		
ENG 1AH*	Principles of Composition Honors	4

Restricted Electives: 6

BUS 102	Oral Business Communications	3
BUS 105	Social Media Marketing	3
<hr/>		
BUS 109	eCommerce Marketing	3
BUS 106	Legal Aspects of Entrepreneurship	2
BUS 107	Innovation and New Product Development	3
BUS 108	Social Entrepreneurship	3
BUS 111	Business Sustainability Strategies: People, Planet, Profit	3
BUS 120	Business Management	3
BUS 135	Marketing	3
BUS 137	Professional Selling Fundamentals	3
BUS 138/CTVR 138	Advertising	3
BUS 160	Entrepreneurship	3
SP 20	Intercultural Communication	3
CWE 180	Cooperative Work Experience: Business	1-3
Total Units for the Major		24-25

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

Associate Degree

Associate in Science Degree

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

General Education Requirements for Associate Degrees

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

Suggested coursework not required for the major: BUS 116, 125, 136, 223.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: Saddleback College: Student Travel Study Abroad Program to Cuba, from December 30, 2016 to January 8, 2017

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. The Study Abroad Program to Cuba was previously offered in spring 2016. Study abroad programs are authorized under Education Code 72640.

STATUS

The Liberal Arts Division at Saddleback College proposes to offer the study abroad program: Cuban Culture, Literature, Arts and Politics from December 30, 2016 to January 8, 2017. The program will be organized and arranged by Travel and Education (T&E) for a fee of \$3,316 per student, including airfare, at a cost of \$331.60 per day for 10 to 15 students. The details of the program are summarized in the Narrative in EXHIBIT A and the Study Abroad Program Information Summary in 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 in EXHIBIT E does not include Cuba. 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 Acting Chancellor recommends that the Board of Trustees approve the Saddleback College study abroad program: Cuban Culture, Literature, Arts and Politics Studies in Cuba, from December 30, 2016 to January 8, 2017 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.

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

Study Abroad Narrative
Cuba

The Department of International Languages at Saddleback College proposes the following travel itinerary to Cuba to explore and study its Culture, Literature, Arts and Politics from December 30, 2016 to January 8, 2017. A group of 10 or more students will visit Havana, Valle de Viñales, Cienfuegos, Trinidad, and Santa Clara. Students will meet with locals in various professions and learn about daily Cuban life, discussing sustainable agriculture, the health care system, the educational system, (from kinder to doctorate), art, music, dance, ceramics, ethnic groups, influence of the African migration to Cuba, economy, etc. The faculty advisor will accompany the students on the departure and arrival, as well as seven days of visits within Cuba.

Students will enroll in a minimum of 3.0 units of International Language, SPAN 21A, Civilization of Latin America, through 1900, which will require culture and literature readings pertinent to 1492 Cuba and a research paper on the assigned topic, adhering to Saddleback College's course outline. ART 250, Plein Air Landscape Painting, is a 3.0 unit elective course offering. The program includes more than 50 hours of instruction and research time, including daily excursions to cultural and historic sites.

Accommodations for the students are provided in approved hotels, including breakfast and dinner daily and 6 lunches. The faculty advisor will be provided a single room for lodging in the cities visited. Air transportation between Miami and Cuba and private busses to all accommodations and sites during the program are included.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

STUDY ABROAD PROGRAM INFORMATION SUMMARY

1. PROGRAM										
Location/Destination:		Cuba			First Trip:		Yes:	No: x		
Dates:	From:	December 30, 2016	To:	January 8, 2017	Total No. of Days:		10			
Partner Name (Academic Institution):		N/A								
Address:		N/A								
Contact Person:		N/A			Telephone No.:		N/A			
Description of Institution:		N/A								
Includes:	Accredited Instruction	Yes:	X	No:						
	Transfer College Units	Yes:	X	No:						
	Orientation	Yes:	X	No:						
	Books/Supplies	Yes:	X	No:						
	Tutors	Yes:	X	No:						
	Weekend Study Activities	Yes:	X	No:						
	Food	Yes:	X	No:						
	Transportation	Yes:	X	No:						
Other:	MIA-HAV-MIA flight. One night in Miami, medical and accident insurance coverage, one checked bag weighing 44lbs, \$85 visa, \$25 departure tax.									
	<p>Does Not Include: (Examples: Local Transportation at home; Personal Items, etc.)</p> <p>Excludes Round trip airfare SNA-MIA-SNA, \$95 application fee, mandatory comprehensive insurance coverage, \$20 per week, Cuban government imposed exit tax required upon leaving the country, passport fees, meals other than those indicated on itinerary, hotel charges including phone charges, use of laundry facilities, tips, minibar etc..., personal expenses, additional field trips that have not been specified., any SOCCCD tuition or administrative fees.</p>									
Other:										
2. FACULTY										
Lead Faculty Name:		Carmenmara Hernández-Bravo								
Coordinates Trip:		Yes:	X	No:						
If No, Explain:										
Travels to Site:		Yes	X	No:						
Dates:	From:	December 30, 2016			To:	January 1, 2017				
Teaching Assignment at Program Site:		Yes	X	No:						
Dates:	From:	December 30, 2016			To:	January 8, 2017				
Requires Substitute at IVC and/or SC?		Yes		No:	X					
Unpaid Faculty Exchange:		Yes		No:	X					
If Yes, Faculty Name(s) Required:										
Assignments to be Covered:										
Course No.:	Course Title:			Date(s)		Time(s)				

Other:							
3. COURSE(S) OFFERED AT PROGRAM SITE							
Course No.:	Course Title:	No. of Units					
SPAN 21B	Civilization of Latin America 1900 to present	3					
ART 250	Plein Air Landscape Painting	3					
4. STUDENTS							
Minimum number of students required to make program:		10					
Minimum number of units:		3					
Maximum number of units:		6					
If this is a repeat program site, what is the average number of units taken per student?		N/A					
Other							
5. COSTS							
Student:							
Contracted cost per student: (includes MIA-HAV-MIA airfare*)		\$ 3,316.00 *					
Average cost per day: (It costs approximately \$13,000 per year for a student to reside in South Orange County and attend SOCCCD.)		\$ 368.40					
College:							
Additional costs to the District?		Yes:	No: <input checked="" type="checkbox"/>				
If Yes Explain:							
Cost of substitute pay if instruction is also receiving salary for courses at IVC and/or SC during the same period of time.		\$ N/A					
Other Costs		\$ 0					
6. OTHER ACTIVITIES NOT PART OF THE COURSE(S) (ATTACHMENTS)							
7. TYPICAL WEEKLY SCHEDULE OF INSTRUCTIONAL/ACTIVITIES							
	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
8 a.m.	Educational	Educational	Educational	Educational	I	Educational	Educational
9 a.m.	Excursions	Excursions	Excursions	Excursions	Travel Day	Excursions	Excursions
10a.m.	Field trips,	Field trips,	Field trips,	Field trips,		Field trips,	Field trips,
11a.m.	& Tours	& Tours	& Tours	& Tours		& Tours	& Tours
12 Noon							
1 p.m.	8am - 8pm	8am - 8pm	8am - 8pm	8am - 8pm		8am - 8pm	8am - 8pm
2 p.m.							
3 p.m.							
4 p.m.							
5 p.m.							
6 p.m.							
7 p.m.							
8 p.m.							
9 p.m.							
10 p.m.							
Exceptions to weekly schedule:							

8. ATTACHMENTS

9. REQUIRED SIGNATURES

C. Hernandez-Bravo 6/28/16
Lead Faculty Member Date

C. Hernandez-Bravo 6/28/16
Department Chair Date

[Signature] 6-28-16
Division/School Dean Date

[Signature] 7/29/16
Vice President, Instruction Date

[Signature] 7-8-16
College President Date



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

EDUCATIONAL TOUR / FIELD STUDY
TRAVEL CONTRACTOR AGREEMENT

GENERAL TERMS AND CONDITIONS

*Cuban Culture, Literature, Arts and Politics Studies in Cuba,
December 30, 2016 to January 8, 2017*

This Agreement is made this 22nd day of August, 2016 between the South Orange County Community College District, located at 28000 Marguerite Parkway, Mission Viejo, California ("DISTRICT") and Travel and Education (Travel Contractor) located at 1055 Mill Creek Drive, Feasterville-Trevoze, PA 19053 and is for the limited purpose of providing travel arrangements for the Educational Tour / Field Study Trip described on the Exhibits to this Agreement labeled "SPECIFIC DETAILS."

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

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



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

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

TRAVEL CONTRACTOR shall provide to District a detailed itemization of all costs and expenses for each Educational Tour / Field Study Trip. Trip costs and expenses shall include but are not limited to details regarding the extent of free transportation, per diem allowance, incidental support, any direct payment to 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 ASSUMES ALL LIABILITY, AS DEFINED IN THIS AGREEMENT, FOR SUCH NON-STUDENT PARTICIPATION.” Prior to the departure of any Educational Tour / Field Study Trip, TRAVEL CONTRACTOR shall provide the DISTRICT at the address set forth below with a roster of all Educational Tour / Field Study Trip participants, showing name, address, emergency contact and address, along with the same information for any other persons the DISTRICT has agreed in writing to allow participation in the Educational Tour / Field Study Trip.

6. EDUCATIONAL TOUR / FIELD STUDY CORRESPONDENCE - TRAVEL CONTRACTOR shall forward a copy of all correspondence between the TRAVEL CONTRACTOR and any Trip/Instructor/Presenter/Guide of the DISTRICT at the address set forth below.

7. INDEMNIFICATION – TRAVEL CONTRACTOR shall protect, hold harmless, indemnify, and defend DISTRICT (including its trustees, officers and employees) from any and all liability as defined in this Paragraph. For purposes of this Agreement, liability means any and all claims, demands, losses, causes of action, suits, or judgments of any and every kind (including reasonable attorney’s fees) that any person (including but not limited to Educational Tour / Field Study Trip participants or TRAVEL CONTRACTOR’S employees), or such person’s heirs, executors, administrators or assigns may have against the DISTRICT, arising out of or in connection with TRAVEL CONTRACTOR’S activities under this Agreement which give rise to personal injury, accident, illness or death, or any loss or damage to property, or any other claim including but not limited to claims based on TRAVEL CONTRACTOR’S failure or refusal to perform in accordance with this Agreement, that results from any cause other than the sole negligence of the DISTRICT.

8. LIQUIDATED DAMAGES. – TRAVEL CONTRACTOR acknowledges that the DISTRICT is a non-profit public entity that makes no economic gain on travel arrangements for 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.

9. TRAVEL AGENTS – All travel agents used by TRAVEL CONTRACTOR to arrange for transportation (or TRAVEL CONTRACTOR itself if it is a travel agency) shall be licensed and bonded by the International Air Transport Association (IATA) and the Air Traffic Conference (ATC) and shall be members of the American Society of Travel Agents (ASTA) or an equivalent professional travel agent's association.

10. TRIP CANCELLATION INSURANCE – TRAVEL CONTRACTOR shall make available to each Educational Tour / Field Study Trip participant trip cancellation insurance that will insure trip participants of trip transportation in spite of accident or illness of any participant that prevents that participant from either commencing the trip or requires the participant's early return from the trip.

11. GENERAL LIABILITY INSURANCE – TRAVEL CONTRACTOR shall for the duration of each Educational Tour / Field Study Trip maintain a comprehensive worldwide, general liability policy or policies insuring TRAVEL CONTRACTOR'S activities under this Agreement against risk of loss due to: (a) bodily injury, death or property damage caused by an occurrence arising out of the operation, maintenance or use, including loading and unloading of hired automobile, watercraft or aircraft in TRAVEL CONTRACTOR'S operations; (b) personal injury arising out of TRAVEL CONTRACTOR'S operations, and shall provide emergency medical services to participants while on the Educational Tour / Field Study Trip, and other general trip insurance benefits as specifically set forth in SPECIFIC DETAILS. If the Educational Tour / Field Study Trip is to travel to locations beyond the continent of the United States, such policy shall be endorsed to provide coverage for planes brought into the United States, for occurrences elsewhere.

LIABILITY INSURANCE – CERTIFICATE OF INSURANCE – 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.



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

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

TRAVEL CONTRACTOR

DISTRICT

Travel and Education (T&E)

South Orange County Community
College District

Date: _____

Date: _____

By: Alfredo Miguel de Pablo
Name of authorized agent

By: Dr. Debra L. Fitzsimons

Title: President

Title: Vice Chancellor, Business Services

Address: 1055 Mill Creek Drive
Feasterville-Trevoze, PA
19053

Address: 28000 Marguerite Parkway
Mission Viejo, CA 92692

Phone: (215) 396-0235

Phone: (949) 582-4664



TRAVEL & EDUCATION

GENERAL AGREEMENT with SADDLEBACK COLLEGE 10 DAY Touring Program

Effective Date: August 22, 2016

CUBA

PROGRAM DATES:

**Dates may need to be modified to accommodate international flight to CUBA.*

Departure SNA-MIA and overnight in MIAMI	Friday, December 30 th , 2016
International Flight MIA-CUBA-transfer to accommodation	Saturday, December 31 st , 2016
Tour of LA HAVANA	Sunday, January 1 st , 2017
Excursion to VALLE DE VIÑALES	Monday, January 2 nd , 2017
Excursion to CIENFUEGOS	Tuesday, January 3 rd , 2017
Excursion TRINIDAD	Wednesday, January 4 th , 2017
Excursion SANTA CLARA	Thursday, January 5 th , 2017
Transfer to airport and return to US	Friday, January 6 th , 2017
With 2-day Optional Extension to Program—Transfer to airport and return to US	Sunday, January 8 th , 2017

PROGRAM COMPONENTS INCLUDED IN THE STUDENT FEE:

- ***International roundtrip airfare MIA-HAV-MIA** (Miami / Havana). The domestic portion in OPTIONAL COMPONENTS section below.
- **Expert guide for the duration of the program.** SADDLEBACK COLLEGE'S assigned point person with presence during all group activities and emergency contact number for the duration of the program.
- **Airport transfers**, by private bus from airport to hotel in La Habana and from the hotel in La Habana back to the airport.
- **Eight (8) nights** (double or triple occupancy). One (1) night in Miami upon the start of the program and seven (7) nights in Cuba, Havana (4 nights), Cienfuegos (3 nights).
- **Breakfast and dinner daily**, lunches provided for 6 days.
- **Excursions** will be included along with group transportation by private bus, hotel accommodations with meals (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 Englishspeaking tour guide. Meet with locals in various professions and learn about daily Cuban life. Travel across the island visiting Havana, Viñales Valley, Cienfuegos, Trinidad, and Santa Clara, discussing sustainable agriculture, art, music, dance, even ceramics with local professionals.
- **Medical and accident insurance coverage** in Cuba during the duration of the program.
- **Included fees associated with US travel to Cuba:** Visa = \$85, departure tax = \$25, All participants will be allowed one checked bag weighing 44lbs= \$20 (the fee charged for overweight bag is \$2 per pound and will be the responsibility of each individual participant at check-in in Miami should bags be over the allowed weight).

***IMPORTANT NOTE:** Group flights to CUBA flying legally out of Miami are chartered and cannot be confirmed until 90 days prior to departure therefore dates are subject to the availability of group flights. Also, airfare can only be guaranteed for a minimum of ten (10) participants.

VALUE ADDED BENEFITS

- **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, Administrator visit/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.
- **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:

Faculty support services for target enrollment **10 students** with one (1) faculty member as listed below:

- **Roundtrip flights between California and Miami and Miami and Cuba** on the scheduled group flights.
- **Private accommodations for one (1) SADDLEBACK COLLEGE faculty or administration.**
- **Local Medical insurance** for the duration of the program while on Cuban soil. **Inclusion in Comprehensive insurance policy** as mentioned above.
- **Mobile phone**
- **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 short term 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 administrative participation:** Only one (1) administrative visit will be allowed by T&E per program period per a minimum group size of 10 participants. Any additional administrative arrivals will be the financial responsibility of SADDLEBACK COLLEGE. Should SADDLEBACK COLLEGE require additional administrator visits, T&E will provide shared accommodations in addition to airport transfers in order to meet this requirement and the additional administrator visit will be limited to these benefits. Full benefits as listed above only apply to the primary group program director. The additional administrator will need to pay an obligatory supplement for participation in the full service program provided to all T&E participants. Fee for additional administrator is listed in optional components.*

PROGRAM FEES:

- ***\$3,216 US Dollars** per participant for a minimum enrollment of a minimum of **ten (10) paying student participants** with one (1) faculty administrative visit.

○ **Supplement for 2 – Day Extension: \$140**

Includes: 2 additional nights, transfer to Trinidad and 2 meals per day.

**Prices are subject to change based on any price fluctuations resultant from Cuban service providers up to 21 days prior to program start date.*

NOT INCLUDED IN PROGRAM FEES:

- Roundtrip airfare SNA-MIA-SNA.
- **\$95** application fee.
- Mandatory comprehensive insurance coverage: \$40
Passport fees.
- Meals other than those indicated on itinerary.
- Hotel charges including phone charges, use of laundry facilities, tips, minibar etc... ☐ Personal expenses.
- Additional field trips that have not been specified.

OPTIONAL COMPONENTS

- **Group flight Reservations for SNA-MIA-SNA is OPTIONAL:**
T&E offers the option for group flight reservations for roundtrip on the domestic portion between Los Angeles and Miami to ensure your group stays together and that they fly within guidelines for the international portion. SADDLEBACK COLLEGE will need to meet a minimum sustained enrollment of **ten (10) paying participants in order to qualify**. T&E will provide an itinerary based on group preference along with a group quote prior to that date. Students will be provided with a deadline by which they should purchase airline tickets via the link below for the assigned flight associated with SADDLEBACK COLLEGE.
<https://www.studentuniverse.com/study/traveleducation>
- Single room supplement: **\$500** per person for the duration of the 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 provide a group roster of participating students and their corresponding email addresses along with a program deposit in the amount of \$450 and airfare deposit of \$250 (total **\$700**) per student by **August 26th, 2016**. Payments can be made in the form of personal check or money order made out to Travel & Education or credit card at www.travelandeducation.org under the APPLY tab.
- 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. Online application due by **September 2nd, 2016**.
➤ [**2016 Online Student Application link for SADDLEBACK COLLEGE Cuba Program**](#)
- 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.
- Second installment payment of 25% of fees owed or **\$1000** is due by **September 23rd, 2016**.
- **Final payment is due October 21st, 2016**. T&E reserves the right to withdraw students who are not paid in full by the final payment deadline.

- **All assigned SADDLEBACK COLLEGE visiting administrator must fill out a corresponding form no later than November 4th, 2016.** The visiting program administrator 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.**
- **T&E can accept applications after October 21st, 2016,** but cannot guarantee program costs after this date. Students applying after this date can only be accepted on a space-available basis and may be subject to a supplemental charge and a land-only status.

All required documents outlined in this contract in the AIRFARE AND DOCUMENTATION section below must be completed and submitted to T&E no later than **November 11th, 2016.**

- 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.

AIRFARE AND DOCUMENTATION

- **T&E cannot arrange airline tickets for students applying after December 4th, 2016.** T&E is financially committed at this time to any confirmed airline seats therefore it is imperative that Saddleback College provide a preliminary list of student participants in order to confirm and/or release air reservations.
- **T&E will reserve spaces according to information provided on the online student application form.** Names must be entered as they appear on the student's US Passport. Once airline tickets have been issued to students they cannot be changed or refunded.
- It is the responsibility of each student to determine their eligibility requirements for travel to Cuba from their particular country of origin. T&E can provide assistance if requested however should the student fail to obtain the proper clearances T&E will not be held responsible for any actions taken by airport authorities nor any fees resultant from the negligence of the program participant.
- For insurance purposes, all students must sign a **certificate of compliance**. This form will be provided by T&E via email as part of the pre-departure communications program prior to the program start date.
- In order to be in compliance with US law for US citizens traveling to Cuba for educational purposes, T&E requires all participants to provide the following documents:
 - **Visa Application Form, Travel Affidavit, and Reservation Form:** These forms will be provided by T&E via email once the group is confirmed and all fees are paid.
 - **Passport:** provide a copy of the information page of their valid US passport (must be valid at least 6 months beyond the program return date) as part of the application process with T&E online.

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 September 2 nd , 2016	a refund of all fees paid less \$450 non-refundable application fee plus airfare deposit of \$250 any additional non-refundable deposits paid by the student or by T&E on behalf of the student.
After September 2 nd and before October 7 th , 2016	a refund of all fees paid less \$450 non-refundable application fee, \$250 airfare deposit, \$1000 1 st installment and any additional non-refundable deposits paid by the student or by T&E on behalf of the student.
After October 7 th , 2016 and before November 4 th , 2016	a refund of all fees paid less \$450 non-refundable application fee, \$250 airfare deposit, \$1000 1 st installment, \$310 insurance and any additional nonrefundable deposits paid by the student or by T&E on behalf of the student.
After November 4 th , 2016	No Refund.

- Once the program has begun students withdrawing receive no refund unless T&E suspends the program.
- **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 Cuba, SADDLEBACK COLLEGE may refrain from sending students to Cuba 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 Cuba or to leave the country if they are already there, T&E will:
 - If the program has not started, either make suitable alternative arrangements or cancel the program and refund all fees paid.
 - If the program has started, suspend the program and fly the students home. If students are returned home they will receive a prorated rebate of fees paid to T&E for the portion of the program not completed, less the \$200 processing fee, the \$75 insurance premium, the \$95 non-refundable application fee and any costs incurred for flying the student home.
- **Loyalty Clause:** As part of the terms of this agreement, SADDLEBACK COLLEGE 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 Cuba 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 advantage of T&E provided transfer services to and from the airport. Should the T&E guidelines not be followed, participants will be responsible for determining the group's whereabouts and for providing their own transportation to join the group.

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 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 **August 31st, 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 BY _____ (please print)

Name of Authorizing Representative SADDLEBACK COLLEGE

Signature Authorizing Representative SADDLEBACK COLLEGE (sign)

DATE _____

Important Dates to Remember:

Contract:	June 20th, 2016
Group roster and deposits of \$700 per student:	August 26 th , 2016
Deadline for student online registration:	September 2 nd , 2016
Second installment \$1000:	September 23 rd , 2016
Final payment due date:	October 21st, 2016
Accompanying Faculty Registration:	November 4 th , 2016
All required documents to be submitted no later than	November 11 th , 2016

Tentative Itinerary:

Day 1 Havana (L,D)

- **Arrival at Havana's Jose Marti International Airport.** Private transfer from the airport to the "Casas" (Homestays) to check in.
- **Lunch provided at El Torre,** perched 25 stories above Havana. Incredible views of the city
- **Visit Historic Old Havana.** Walking tour of Havana's four historic plaza's: 1. San Francisco de Asis, 2. Plaza Vieja, 3. Plaza de Armas, and 4. Plaza de la Catedral.
- **See Camera Oscura,** one of only 4 such cameras in the world ☐ **Dinner provided at El Aljibe,** Cuba's most famous chicken restaurant.
- **Return to Casas.** ☐ Day completed.

Day 2 Havana (B,L)

- **Breakfast served in Casas.**
- **Visit "Fusterlandia",** home and neighborhood of Jose Fuster, known as the "Picasso of the Caribbean" for his amazing and world famous ceramic artistry. You will have an opportunity to have your person tile placed in this neighborhood to mark your spot for perpetuity. This will be unforgettable.
- **Lunch provided at El Rejoneo,** a true Cuban neighborhood "paladar"
- **Meet with a faculty member of the University of Havana for an explanation of the matriculation process from youth through college of the average student.** Learn how each student is chosen for a particular field of work after graduation.
- **Visit Revolution Square** and Museo Militar, the Cuban government's military museum of past wars and conflicts
- Return to Casas
- Optional dinner at El Canonazo, located a short block from the Canon Firing Ceremony
- **Attend historical Canon Firing Ceremony.**
- Return to Casas. ☐ Day completed.

Day 3 Pinar del Rio/ Vinales (B,L)

- **Early Breakfast** served in Casas.
- **Full day excursion to the beautiful mountainous province of Pinar del Rio,** approximately 180 kms. This western most region is known for its amazing valleys, landscapes and mountains. One hour hike through a National Park declared protected by UNESCO, which stands out for the beauty of its wooded hills and numerous caves of great interest Cultural landscape.
- **Lunch provided at the only Cuban Organic farm** on the island, Finca Organica. Take a tour of the farm led by it's owner and founder
- **Visit one of the famous tobacco farms** (Finca de Tobacco). Learn how this mainstay crop of Cuba is planted, harvested and prepared for shipping to tobacco factories to bring to final product. A personal guided tour by the owner will highlight.
- Return to Havana Casas.
- Day completed

Day 4 Havana (B,L)

- **Breakfast served in Casas.**
- Visit an elementary school to visit a classroom. See how a student spends a normal day
- **Walking tour of a local tobacco factory.** Discover how the leaves are transformed into cigars
- **Lunch provided at Old Havana paladar**
- **Visit El Mercado for purchases,** remainder of the day will be open
- Return to Casas, day completed

Day 5 Cienfuegos (B,L,D)

- **Breakfast in Havana casas**
- **Check out of our casas and hit the road for a 3 hour journey to the Cienfuegos, a water front city on Cuba's south coast known as the "Pearl of Cuba" for its beauty and pristine**
- **City tour including a Visit to The Palacio del Valle and the Teatro Tomas Terry.**
- **Lunch at local paladar El Garto, located on the water**
- **check into local casas**
- **Visit a local art workshop specializing in teaching children to draw and paint**
- **Visit a local art studio where you will meet the artists and view the artwork**
- **Return to casas. Day completed.**

Day 6 Cienfuegos/Trinidad (B,L)

- **Breakfast served in Casas.**
- **Travel to one of the most historic cities in Cuba for walking city tour Trinidad**
- **Learn about Cuban religion of Santeria**
- **Experience authentic afro Cuban dancing**
- **Local lunch provided**
- **Visit local art studio and meet with the artists to discuss the meaning of their creations**
- **Continue Trinidad excursion to allow for individual expression**
- ☐ **Return to Cienfuegos, day completed **Day 7****

Cienfuegos/Topes deCollantes (B, L, D)

- **Breakfast served in casas.**
- **Drive for a mountain expedition to the incredibly scenic and breathtaking destination of Topes de Collantes, replete with jungle rivers and waterfalls. Enjoy swimming in the Venado pools and nature hiking. Our guide will discuss the importance of this region to the overall Cuban ecology**
- **Local lunch provided**
- **Return to Cienfuegos to complete day and week's excursion.**
- **Exit Dinner provided**

Day 8 Santa Clara

- **Breakfast in casas.**
- **check out of casas headed to Santa Clara airport for departure back to Miami**

**Itinerary subject to change*

End program

travel.state.gov > Passports & International Travel > Alerts and Warnings

Alerts and Warnings

Alert	June 10, 2016	Haiti Travel Alert
Warning	June 9, 2016	Libya Travel Warning
Alert	June 3, 2016	Hurricane and Typhoon Season 2016 Travel Alert
Alert	May 31, 2016	Europe Travel Alert
Warning	May 24, 2016	Somalia Travel Warning
Warning	May 16, 2016	North Korea Travel Warning
Warning	April 21, 2016	Philippines Travel Warning
Warning	April 21, 2016	Mali Travel Warning
Warning	April 18, 2016	Chad Travel Warning
Warning	April 15, 2016	Mexico Travel Warning
Warning	April 14, 2016	Central African Republic Travel Warning
Warning	April 11, 2016	Saudi Arabia Travel Warning
Warning	April 7, 2016	Pakistan Travel Warning
Warning	April 5, 2016	Colombia Travel Warning
Warning	April 1, 2016	Tunisia Travel Warning
Warning	March 31, 2016	Syria Travel Warning
Alert	March 30, 2016	Laos Travel Alert
Warning	March 29, 2016	Turkey Travel Warning
Alert	March 28, 2016	Djibouti Travel Alert

Warning	March 14, 2016	<u>Iran Travel Warning</u>
Warning	March 11, 2016	<u>Burundi Travel Warning</u>
Warning	March 1, 2016	<u>Algeria Travel Warning</u>
Warning	February 23, 2016	<u>Mauritania Travel Warning</u>
Alert	February 12, 2016	<u>Bangladesh Travel Alert</u>
Warning	February 5, 2016	<u>Nigeria Travel Warning</u>
Warning	January 21, 2016	<u>Sudan Travel Warning</u>
Warning	January 21, 2016	<u>Niger Travel Warning</u>
Warning	January 20, 2016	<u>Burkina Faso Travel Warning</u>
Warning	January 15, 2016	<u>El Salvador Travel Warning</u>
Warning	December 31, 2015	<u>Republic of South Sudan Travel Warning</u>
Warning	December 22, 2015	<u>Cameroon Travel Warning</u>
Warning	December 16, 2015	<u>Israel, The West Bank and Gaza Travel Warning</u>
Warning	December 14, 2015	<u>Ukraine Travel Warning</u>
Warning	December 14, 2015	<u>Yemen Travel Warning</u>
Warning	December 11, 2015	<u>Lebanon Travel Warning</u>
Warning	December 4, 2015	<u>Democratic Republic of the Congo Travel Warning</u>
Warning	December 4, 2015	<u>Iraq Travel Warning</u>
Warning	November 19, 2015	<u>Afghanistan Travel Warning</u>
Warning	November 10, 2015	<u>Kenya Travel Warning</u>
Warning	October 30, 2015	<u>Honduras Travel Warning</u>
Warning	September 18,	<u>Venezuela Travel Warning</u>

	2015	
Warning	August 5, 2015	Haiti Travel Warning
Warning	May 6, 2015	Eritrea Travel Warning

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Saddleback College, Sciences Building Project, Notice of Completion, 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. The Board of Trustees has approved Change Order Nos. 1-6 for an increased amount of \$2,022,875 for a new contract total is \$55,866,919.

STATUS

Contract work is substantially complete and certain outstanding items are under negotiation to arrive at the final contract value. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Saddleback College Sciences Building project.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Saddleback College Sciences Building project to C.W. Driver with a contract amount of \$55,866,919. It is also recommended that the board authorize the release of retention 35 days after the filing.

Recording Requested
By and Mail to:

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

EXEMPT PER GOVERNMENT CODE 6103

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California, as Owner with vested title in the property hereinafter described, caused improvements to be made to said property to wit: SCIENCES BUILDING PROJECT at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 29th day of October, 2013, which contract was made with C. W. Driver, as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 22nd day of August 2016, that title to said property is vested in the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT of Orange County, California; that the surety for the above-named Contractor is FIDELITY AND DEPOSIT COMPANY OF MARYLAND/ ZURICH AMERICAN INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

SADDLEBACK COLLEGE
28000 MARGUERITE PARKWAY
MISSION VIEJO, CA 92692

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____ Dated _____
Dr. Debra L. Fitzsimons
Acting Chancellor

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by Dr. Debra L. Fitzsimons
(Name of Signer)

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

Signature _____
Signature of Notary Public

(Seal)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date</i>	<i>Faculty Member Course Title/Activity</i>	<i>Speaker Name</i>	<i>Topic</i>	<i>General Fund Honorarium/Travel</i>
8/27/16 8/28/16 9/3/16	Kia Shafe – OC Pathways to STEM Computer Science	Mohammad Asghari	Computer Science	Categorically funded program \$2500.00 OCP Trust
5/3/17	Claire Cesareo and Irene Renault, One Book, One College Speaker	Lacks Family – 2 members	The One Book, One College selection for 2016-2017 is <u>The Immortal Life of Henrietta Lacks</u> by Rebecca Skloot. This book is about Henrietta Lacks, known by the scientific community as HeLa. She was a poor black tobacco farmer whose cells—taken without her knowledge in 1951—became one of the most important tools in medicine, vital for developing the polio vaccine, cloning, gene mapping, in vitro fertilization, and more. Henrietta’s cells have been bought and sold by the billions, yet she remains virtually unknown, and her family can’t afford health insurance. <u>The Immortal Life of Henrietta Lacks</u> tells a riveting story of the collision between ethics, race, and medicine; of scientific discovery and faith healing; and of a daughter consumed with questions about the mother she never knew. It’s a story	Speakers’ fee: \$10,000 + air fare, hotel accommodations for two nights, and any necessary ground transportation. Approximate total cost is \$15,000.

			inextricably connected to the dark history of experimentation on African Americans, the birth of bioethics, and the legal battles over whether we control the stuff of which we're made. The speakers for this event will be two members of the Lacks family,	
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IRVINE VALLEY COLLEGE

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

TO: Board of Trustees

FROM: Dr. Debra L. Fitzsimons, Acting Chancellor

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

ACTION: Approval

BACKGROUND

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

STATUS

Irvine Valley College proposes additions, revisions, and deletions to the curriculum of the College. Exhibit A includes new, revised, and deleted courses, and programs that are recommended by the Curriculum Committee and includes collegial consultation with the Academic Senate of Irvine Valley College for the 2016-17 academic year pursuant to Title 5, Section 53200 et seq.

RECOMMENDATION

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

IRVINE VALLEY COLLEGE
NEW, REVISED, AND DELETED DEGREES AND CERTIFICATES
SCHOOL OF LIFE SCIENCES AND TECHNOLOGIES

Biology
Associate in Arts Degree for Transfer
New

The requirements for majors in the life sciences are intended to provide a solid foundation for the student who wishes to pursue further study at the baccalaureate level and for some graduate-level programs. They are also intended for students who plan to enter a pre-professional or professional program in a health-related field.

Complete the following courses:

BIO 16	Cellular Biology	4
BIO 2	Plant Biology	4
And		
BIO 5	Animal Biology	4
CHEM 1A	General Chemistry I	5
CHEM 1B	General Chemistry I	5
MATH 3A	Analytic Geometry and Calculus I	5
Or		
MATH 3AH	Analytic Geometry and Calculus I Honors	5
PHYS 2A	Introduction to Physics	4
And		
PHYS 2B	Introduction to Physics	4
Or		
PHYS 4A	General Physics	4
And		
PHYS 4B	General Physics	<u>4</u>
Total Units		31-35

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

SCHOOL OF SOCIAL SCIENCES

~~Recycling and Zero-Waste~~
Certificate of Proficiency
(Original)

This certificate is intended to prepare students for entry-level positions in sustainability and resource management or job advancement within that field. Courses will focus on presenting skills and knowledge needed to prepare students for a wide range of work opportunities in the industry.

Complete the following courses:

SRM 180	Introduction to Recycling and Resource Management	3
SRM 185	Culture and Zero-Waste	3
SRM 190	Resource Management and Zero Waste for Communities	3
SRM 195	Resource Management and Zero Waste for Business	3
Total Units:		12

Sustainability and Resource Management
Certificate of Proficiency
(New)

This certificate is intended to prepare students for entry-level positions in sustainability and resource management or job advancement within that field. Courses will focus on presenting skills and knowledge needed to prepare students for a wide range of work opportunities in the industry.

Complete the following courses:

SRM 180	Introduction to Principles of Sustainability	3
SRM 185	Society and Sustainability	3
SRM 190	Sustainable Practices and Resource Management for Communities	3
SRM 195	Business Case of Sustainability	3
Total Units		12

KEY TO ACTIONS TAKEN

assign=assignments

cat desc= catalog description

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

coreq=corequisite

crs id=course prefix and/or number

dc=delete course

dv=delete version of course

gr opt=grading option

hrs=hours

lim=limitation

lrng obj=learning objectives

moe=methods of eval

nc=new course

nv=new version of existing course

oe/oe=open entry/open exit

prereq=prerequisite

reactv=course reactivation

rec prep=recommended prep

rpt=repeatability

occupational, C=clearly occupational, D=possibly occupational,
E=non-occupational)

sch desc=schedule description

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

ti=title

tps=topics

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

un=units

val=validation

IRVINE VALLEY COLLEGE
NEW, REVISED AND DELETED COURSES
Fall 16

Exhibit A
Page 4 of 4

Division	Course Id	Catalog Id	Abbreviated Course Title	Action Taken
Social Sciences	AJ 281	14647.00	Code Enforcement Officer Basics	nc: units: .5 un (2.5 hrs lab); lim: Must be able to move through potentially hazardous areas including rugged terrain and possible contaminated sites safely; top: 2105.00; occupational: C; gr: letter grade or pass/no-pass
Social Sciences	AJ 282	14648.00	Code Enforcer Officer Intermediate	nc: units: .5 un (2.5 hrs lab); lim: Must be able to move through potentially hazardous areas including rugged terrain and possible contaminated sites safely; prereq: AJ 281; top: 2105.00; occupational: C; gr: letter grade or pass/no-pass
Social Sciences	AJ 283	14654.00	Code Enforcement Officer Advanced Code	nc: units: .5 un (2.5 hrs lab); lim: Students are expected to walk through rugged terrain and may be exposed to hazardous situations in any potential field trip; prereq: AJ 282; top: 2105.00; occupational: C; gr: letter grade or pass/no-pass
Social Sciences	AJ 284	14655.00	Code Enforcement Officer Supervision	nc: units: .5 un (1.5 hrs lab); lim: Must be able to move through hazardous area safely during any potential field trips; prereq: AJ 283; top: 2105.00; occupational: C; gr: letter grade or pass/no-pass

TO: Board of Trustees

FROM: Dr. Debra L. Fitzsimons, Acting Chancellor

RE: Irvine Valley College: Community Education, Fall 2016

ACTION: Approval

BACKGROUND

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

STATUS

A variety of educational and recreational events have been planned by Irvine Valley College Community Education to serve the community during Fall 2016. Expenses for conducting these classes will be paid by the income from participant fees. Exhibit A lists the additional class offerings, presenters, and compensation.

RECOMMENDATION

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

*South Orange County Community College District**IRVINE VALLEY COLLEGE**COMMUNITY EDUCATION NOT-FOR-CREDIT PROGRAM - Fall 2016*

<i>COURSE TITLE</i>	<i>DATES</i>	<i>INSTRUCTOR</i>	<i>HONORARIA</i>	<i>FEE</i>
Aquatic Fitness	8/22-12/19/16	Barbara Stockler	70% gross	\$20
Art Courses	8/22-12/19/16	Annette Hernandez	70% gross	\$45
Art Courses	8/22-12/19/16	Donna Hanna-Chase	70% gross	\$30
Art Courses	8/22-12/19/16	Pam Schader	70% gross	\$38
Art Courses	8/22-12/19/16	Teresa Fernald	70% gross	\$60
Art Courses	5/30-8/20/16	Tania Addington	70% gross	\$45
Band Rehearsal/Performance	8/22-12/19/16	Gary Gould	70% gross	\$30
Band Rehearsal/Performance	8/22-12/19/16	Peter Fournier	70% gross	\$30
Business Management	8/22-12/19/16	Gene Konstant	50% gross	\$29-\$159
Business Management	8/22-12/19/16	Russell Levy	50% gross	\$600
Business Soft Skills	8/22-12/19/16	George Carson	50% gross	\$200
Choral Music	8/22-12/19/16	Cecilia Kim	70% gross	\$20
College Funding	8/22-12/19/16	Charles Rowan	50% gross	\$25
Commercial Real Estate Investment	8/22-12/19/16	Robert Kehiayan	50% gross	\$149
Computer Basics	8/22-12/19/16	Lauren Hogan-Miertschin	50% gross	\$15
Computer Classes	8/22-12/19/16	Vazi Okhandiar	60% gross	\$45-\$329
Computer Classes	8/22-12/19/16	Benjamin Schramm	50% gross	\$15
Computer Classes	8/22-12/19/16	Vazi Okhandiar	60% gross	\$399
Country Line Dancing	8/22-12/19/16	Ida Stuart	70% gross	\$20
Creative Kids Children's Theatre	8/22-12/19/16	Elizabeth Ramirez	60% gross	\$255
Creative Writing	8/22-12/19/16	Jeffrey Briar	70% gross	\$45
Creative Writing	8/22-12/19/16	Kathryn Kramer	50% gross	\$30
Dance Classes	8/22-12/19/16	Diana Krivosheya	50% gross	\$60
Dance Courses	8/22-12/19/16	Dorothy Bregozzo	70% gross	\$30
Dance Courses	8/22-12/19/16	Marge Forehan	70% gross	\$30
E-Bay Courses	8/22-12/19/16	CJ Jacinto	50% gross	\$95-\$225
Estate Conservation	8/22-12/19/16	James Peters	50% gross	\$59
Film Genres	8/22-12/19/16	Kathryn Kramer	70% gross	\$20-\$30
Film Genres	8/22-12/19/16	Mark Sevi	50% gross	\$20
Film Genres II	8/22-12/19/16	Kathryn Kramer	50% gross	\$20
Film Studies	8/22-12/19/16	Dov Simens	50% gross	\$395
Financial Management for Women	8/22-12/19/16	James Peters	50% gross	\$59
Financial Management Workshop	8/22-12/19/16	Charla Sue Riley	50% gross	\$49
Fitness Courses	8/22-12/19/16	Becki Rigali	70% gross	\$15-\$25
Fitness Courses	8/22-12/19/16	Beejay Janiga	70% gross	\$25
Fitness Courses	8/22-12/19/16	Carrie Henderson	70% gross	\$25-\$29

*per person, **per session

COURSE TITLE	DATES	INSTRUCTOR	HONORARIA	FEE
Fitness Courses	8/22-12/19/16	EJ Baldonado	70% gross	\$15-\$40
Fitness Courses	8/22-12/19/16	Eugenia Lane	70% gross	\$15-\$25
Fitness Courses	8/22-12/19/16	Jeffrey Briar	70% gross	\$20
Fitness Courses	8/22-12/19/16	Joanna Schoon	70% gross	\$30-75
Fitness Courses	8/22-12/19/16	Judith Shields	70% gross	\$30
Fitness Courses	8/22-12/19/16	Kathryn Burns	70% gross	\$25
Fitness Courses	8/22-12/19/16	Lesley Lowe	70% gross	\$20
Fitness Courses	8/22-12/19/16	Lisa Messenger	70% gross	\$15-\$25
Fitness Courses	8/22-12/19/16	Mikki Michele	70% gross	\$36-\$60
Fitness Courses	8/22-12/19/16	Jackie Ovadia	70% gross	\$20
Fitness Courses	8/22-12/19/16	Renee Fiore-Burton	70% gross	\$25-\$29
Fitness Courses	8/22-12/19/16	Sebastian Caramagno	70% gross	\$25
Fitness Courses	8/22-12/19/16	Jada Robitaille	70% gross	\$25-\$30
High School & Tournament Tennis	8/22-12/19/16	Di Lin	50% gross	\$55
Internet/Web Certificate Courses	8/22-12/19/16	Rich Talmo	IVC receives \$29-300*pp	\$49-\$4,500
Introduction to SQL	8/22-12/19/16	Vazi Okhandiar	60% gross	\$399
Lean Practitioner	8/22-12/19/16	Greg Pettit	50% gross	\$800
Life College	8/22-12/19/16	Joyce Arntson	50% gross	\$400-\$600
Makeup and Skincare	8/22-12/19/16	Michelle Jackson	50% gross	\$65
Music Courses	8/22-12/19/16	Louise Jacobs	70% gross	\$20-\$25
Music Courses	8/22-12/19/16	Ron Gorman	50% gross	\$89
Music Courses	8/22-12/19/16	William Nicholls	70% gross	\$35
Myths of Wealth Management	8/22-12/19/16	James Peters	50% gross	\$59
Navigating the Global Economy	8/22-12/19/16	Mark Matsumoto	50% gross	\$60
Navigating the Global Economy	8/22-12/19/16	Myung Han	50% gross	\$60
Navigating the Global Economy	8/22-12/19/16	Jim Mayfield	50% gross	\$60
Notary and Loan Specialist Classes	8/22-12/19/16	Thomas Peauyhouse	50% gross	\$70
Personal Enrichment Courses	8/22-12/19/16	John Pak	50% gross	\$20-\$49
Personal Enrichment Courses	8/22-12/19/16	LeeAnne Krusemark	50% gross	\$29-\$99
Personal Enrichment Courses	8/22-12/19/16	Leslee Newman	50% gross	\$45
Personal Enrichment Courses	8/22-12/19/16	Richard Katz	50% gross	\$45
Piano Courses	8/22-12/19/16	Carol Lippert	70% gross	\$30
Retirement Planning Courses	8/22-12/19/16	Rod Kamps	50% gross	\$59
Retirement Planning Courses	8/22-12/19/16	Ronald Gable	50% gross	\$59
Rudy On Rounds	8/22-12/19/16	Richard Katz	50% gross	\$35
Savvy Social Security/Medicare Plan	8/22-12/19/16	Kirk O'Brien	50% gross	\$49
Screenwriting Courses	8/22-12/19/16	Mark Sevi	50% gross	\$75-\$150
Social Badminton Classes	8/22-12/19/16	Helen Tung	70% gross	\$30
Surviving Market Swings	8/22-12/19/16	James Peters	50% gross	\$59
Tennis Classes	8/22-12/19/16	Hyung Moon Ki	IVC receives \$1,500 per session	\$40-\$80
Tree of Life Health & Wellness Prog.	8/22-12/19/16	Jackie Ovadia	50% gross	\$90

*per person, **per session

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Irvine Valley College, Sand Volleyball Courts Expansion Project, Award of Bid No. 328, STL Landscape, Inc.

ACTION: Approval

BACKGROUND

On June 25, 2012, the Board of Trustees approved a scheduled maintenance project through basic aid for Irvine Valley College Sports Facilities improvements with a 50% college match requirement.

Irvine Valley College has determined a need to improve the existing sand volleyball courts. The expansion and renovation includes replacing existing sand and equipment at the existing courts.

STATUS

On July 11 and July 18, 2016, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College Sand Volleyball Courts Expansion project. The request for bids was also posted on the district web site. On July 19, 2016, eight bidders attended the mandatory job walk. Four bids were received on July 28, 2016. The lowest bid meeting all specification requirements was submitted by STL Landscape, Inc. of Los Angeles, CA, in the amount of \$260,000 (EXHIBIT A). Irvine Valley College staff has reviewed the bids and recommends approval.

Basic aid funds are available in the approved project budget of \$ 536,041 and from the Irvine Valley College general fund to address the 50% match for scheduled maintenance.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees awards Bid No. 328, Irvine Valley College Sand Volleyball Courts Expansion project and approves the agreement (EXHIBIT B) with STL Landscape, Inc. of Los Angeles, CA, in the amount of \$260,000.

Bid No. 328
Sand Volleyball Courts Expansion Project
Irvine Valley College

August 22, 2016

<u>CONTRACTORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
*STL Landscape, Inc.	Los Angeles, CA	\$260,000
Hillcrest Contracting, Inc.	Corona, CA	\$331,000
T & S Intermodal Maintenance, Inc. dba T&S West	Linden, CA	\$331,000
BWW & Company	Redlands, CA	\$399.000

***Recommended Award**

**AGREEMENT – CONSTRUCTION SERVICES, SAND VOLLEYBALL COURTS EXPANSION
PROJECT, IRVINE VALLEY COLLEGE**

THIS AGREEMENT, dated the 22nd day of August 2016, in the County of Orange, State of California, is by and between South Orange County Community College District, (hereinafter referred to as "DISTRICT"), and STL Landscape, Inc., 8122 Compton Ave., Suite J, Los Angeles, CA 90001, 323.581.8200, (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 SOCCCD - Irvine Valley College - Sand Volleyball Courts Expansion Project - District Bid #328 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, Smoke Free Workplace Certification and No Gift Policy Certification; Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. CONTRACTOR shall perform within the time set forth in Paragraph 4 of this Agreement everything required to be performed, and shall provide, furnish and pay for all the labor, materials, necessary tools, expendable equipment, and all taxes, utility and transportation services required for construction of the Project. All of said work shall be performed and completed in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of this Agreement as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the Project. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with this obligation, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Project Documents, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Project Documents. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3) working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Project Documents.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the faithful performance of this Agreement, subject to any additions or deductions as provided in the Project Documents, the sum of two hundred sixty thousand Dollars (\$260,000) inclusive of bid alternates 1 & 2.

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within sixty (60) consecutive calendar days from the date specified in the Notice to Proceed.

Bid 328 Sand Volleyball Court Expansion Project
Irvine Valley College
August 22, 2016

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of five hundred Dollars (\$500) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

6. **Termination for Cause or Non-appropriation.** In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions Article 13(a) or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13(d), then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13.

7. **Termination for Convenience.** DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by DISTRICT in the notice;
- (ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work; and
- (iii) Not terminate any insurance provisions required by the Project Documents.

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

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

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

Bid 328 Sand Volleyball Court Expansion Project
Irvine Valley College
August 22, 2016

(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

Bid 328 Sand Volleyball Court Expansion Project
Irvine Valley College
August 22, 2016

including accidental death, to any one person in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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and

Subject to the same limit for each person on account of one accident, in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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Property Damage Insurance in an amount not less than	\$2,000,000
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Subcontractors of every tier	\$1,000,000
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Course of Construction Insurance without exclusion or limitation in an amount not less than	\$2,000,000
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Excess Liability Insurance (Contractor only)	\$2,000,000
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Insurance Covering Special Hazards: The following special hazards shall be covered by rider or riders to above-mentioned public liability insurance or property damage insurance policy or policies of insurance, or by special policies of insurance in amounts as follows:

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

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

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

Additional Insured Endorsement Requirements.

The Contractor shall name, on any policy of insurance required the District, their officers, employees, Construction Manager, Architect, and all other Agents and Representatives as additional insureds. Subcontractors

Bid 328 Sand Volleyball Court Expansion Project
Irvine Valley College
August 22, 2016

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 California, and that Mike Sepiol, whose title is President, is authorized to act for and bind the corporation.

13. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and the Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon

Bid 328 Sand Volleyball Court Expansion Project
Irvine Valley College
August 22, 2016

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

STL Landscape, Inc.

By: _____

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

By: _____

Dan Patterson
Secretary

Date: _____

Date: _____

956281
CONTRACTOR'S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Irvine Valley College Parking Lot Phase IA Project and Solar Shade Structures, Design-Build Criteria Architectural Services, Brooks + Scarpa Architects, Inc.

ACTION: Approval

BACKGROUND

On March 26, 2012, the Board of Trustees adopted a resolution authorizing the use of design-build procurement as a delivery option. At this Board meeting of August 22, 2016, staff is recommending that the Board of Trustees adopted a resolution authorizing the use of design-build procurement for the Irvine Valley College Parking Lot Phase IA project and Solar Shade Structures.

STATUS

A criteria architect is necessary to further define the project scope and budget, to aid in defining project priorities, and to assist in the development of the requests for qualifications and proposals (RFQ & P) for the design-builder.

On February 26 and March 4, 2016, SOCCCD ran a newspaper advertisement for a criteria and programming architect for Irvine Valley College Parking Lot Phase IA project and Solar Shade Structures. Additional marketing efforts included placing a copy of the RFQ&P on the district's website, notifying all firms on the district's architectural services pool and notifying firms known to provide these services.

On March 23, 2016, two proposals (EXHIBIT A) were received. District staff evaluated the submittals and both firms were invited to interview. Brooks + Scarpa Architects, Inc. is recommended for the Criteria and Programming Architectural Services agreement (EXHIBIT B) in the amount of \$168,000.

Basic aid funds for these services are available within the approved project budget of \$3,100,000.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the Brooks + Scarpa Architects, Inc. agreement (EXHIBIT B) for Criteria Architectural Services for the Irvine Valley College Parking Lot Phase IA project and Solar Shade Structures in the amount of \$168,000.

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

Request for Proposals
IVC Parking Lot Phase IA Project and Solar Shade Structures, Criteria Architect Services
South Orange County Community College District

August 22, 2016

<u>Company Name</u>	<u>City</u>	<u>Submitter's Name</u>
*Brooks + Scarpa Architects, Inc.	Culver City, CA	Angela Brooks
McKissack & McKissack	Los Angeles, CA	Khary Knowles

***Recommended Firm**

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AGREEMENT – ARCHITECTURAL SERVICES, PARKING LOT PHASE 1A PROJECT AND SOLAR SHADE STRUCTURES, IRVINE VALLEY COLLEGE

This AGREEMENT is made and entered into this 24th day of August in the year 2016 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and Brooks + Scarpa, 4611 W. Slauson Ave., Los Angeles, CA 90043, hereinafter referred to as "ARCHITECT";

WHEREAS, DISTRICT desires to obtain criteria architectural services for Irvine Valley College and Parking Lot Phase 1A project and Solar Shade Structures, more fully defined per the attached Attachment A, hereinafter referred to as "PROJECT"; and

WHEREAS, ARCHITECT is fully licensed to provide architectural services in conformity with the laws of the State of California;

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES

- 1.1. **Services.** The ARCHITECT'S services shall consist of those services performed by the ARCHITECT and ARCHITECT'S employees as enumerated in this AGREEMENT.
- 1.2. **Standard of Care.** ARCHITECT shall provide the Services and authorized Additional Services using its professional skill and judgment, acting with due care and in accordance with the professional standards of care ordinarily exercised by practicing design professionals performing similar services, in the same locality, and the terms of this Agreement, and all applicable laws, codes, rules, regulations or ordinances. ARCHITECT'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. ARCHITECT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3. **Key Individual Assignment.** The ARCHITECT has been selected to perform the work herein because of the skills and expertise of key individuals. ARCHITECT assignment for this PROJECT is for one Project Executive and one Project Manager. The ARCHITECT shall designate Angela Brooks, as Project Executive and Emily Hodgdon as Project Manager. So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in charge of the PROJECT. Additionally, the ARCHITECT must furnish the name of all other key people in ARCHITECT'S firm that will be associated with the PROJECT.
- 1.4. **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the ARCHITECT 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 résumé and/or interview. A project manager and all lead or key personnel must also be designated by the ARCHITECT and are subject to all conditions previously stated in this paragraph.

- 1.5. **Relationship of ARCHITECT to Other Project Participants.** ARCHITECT'S services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Design-Build Entity; (b) the Inspector; (c) Test/Inspection Service Providers; and (d) others providing services in connection with design, bidding and/or construction of the PROJECT. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. ARCHITECT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.
- 1.6. **Project Schedule.** The ARCHITECT acknowledges that all time limits stated in this Agreement are of the utmost importance to DISTRICT. The ARCHITECT shall submit for the DISTRICT'S approval a schedule for the performance of the ARCHITECT'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 ARCHITECT.
- 1.7. **Exclusion from Design-Build Participation.** The ARCHITECT acknowledges that pursuant to California Education Code section 81703(c)(2)(A), the scope of work and services rendered under this Agreement will render ARCHITECT ineligible and will prohibit participation as a member of a proposing Design-Build Entity or any work on the PROJECT(s) as a subcontractor or sub consultant.

ARTICLE 2 SCOPE OF ARCHITECT'S SERVICES

- 2.1. **Services.** The ARCHITECT'S services consist of those described in Article 2 and further delineated in Attachment A, and include civil, structural, mechanical, electrical, landscape engineering services and cost estimating services. Criteria and Programming Development and Project Oversight services will produce a reasonably complete and accurate set of criteria and programming documents sufficient to issue request for proposals for the delivery of a design-build project for PROJECT and other services that may be required by the DISTRICT.
- 2.2. **Qualified Personnel.** The ARCHITECT shall provide enough qualified personnel to properly perform services required under this AGREEMENT and DISTRICT shall have the right to remove any of ARCHITECT'S personnel from the PROJECT.
- 2.3. **Sub consultants.** The ARCHITECT has submitted a list of qualified engineers for the PROJECT. ARCHITECT shall ensure that each engineer places his or her name, seal and signature on all drawings and specifications prepared by said engineer. The ARCHITECT is responsible for the management of their consultants in order to meet the terms of all phases of this agreement. Nothing in the foregoing shall create any contractual relationship between DISTRICT and any consultants employed by ARCHITECT under the terms of this Agreement. ARCHITECT is as responsible for the performance of its consultants as it would be if it had rendered these services itself.
- 2.4. **Written Understanding.** The ARCHITECT shall ascertain the DISTRICT'S needs and the

requirements of the PROJECT and shall arrive at a mutual written understanding of such needs and requirements with the DISTRICT, prior to drafting preliminary designs for the PROJECT.

- 2.5. **Written Records.** The ARCHITECT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, ARCHITECT and Design-Build Entity during all phases of the PROJECT and concerning any material condition in the requirements, scope, performance and/or sequence of the work. The ARCHITECT 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 Design-Build Entity upon request.
- 2.6. **Schedule – Budget Analysis.** The ARCHITECT shall provide a written preliminary evaluation of the DISTRICT'S PROJECT, schedule and construction budget requirements, each in terms of the other and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. Such evaluation shall include alternative approaches to design and construction of the PROJECT.
- 2.7. **Construction Cost.** The ARCHITECT shall submit to the DISTRICT a written probable statement of cost for the construction of the project and shall advise the DISTRICT, in writing, of any adjustments to the estimate of Construction Cost. This cost evaluation by the ARCHITECT represents the ARCHITECT'S best judgment as a professional familiar with the construction industry as per paragraph 1.2, Standard of Care. During the bidding phase, the construction cost shall be determined by the Best Value bid.
- 2.8. **CAD.** The ARCHITECT and their consultant shall assist the DISTRICT in updating the CAD Standards to a level of current industry practices and establish Bluebeam to validate modeling progress of Design-Build Entity throughout the project.
- 2.9. **Sustainability.** The project shall be designed in accordance with the requirements to meet LEED Gold certification and paperwork for certification shall be complete by the Design-Build Entity. Commissioning and Energy Modeling are outside the parameters of this agreement and will be services employed by the District. These documents shall comply with all applicable laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted in the future which are applicable to these documents.
- 2.10. **Regulatory Compliance.** The ARCHITECT shall comply with all applicable federal, state and local laws, statutes, ordinances, codes, rules and regulations currently existing and as amended, enacted, issued or adopted during the term of this agreement and which are applicable to the PROJECT as per paragraph 1.2, Standard of Care.
- 2.11. **Building Codes.** The ARCHITECT shall prepare and submit to DISTRICT an outline of applicable provisions of building codes that will apply to this project. The outline shall include a written report and diagrammatic drawings which delineate the design criteria (e.g. exit paths, travel distances, required exits, rated walls, rated corridors, building occupancy, construction type, and fire zones) This graphic documentation of the design criteria shall be included in the

Design-Build RFP.

- 2.12. **Existing Conditions.** The ARCHITECT shall observe existing conditions or facilities as per paragraph 1.2, Standard of Care, and make recommendations to include additional documents if deemed appropriate in order to acquire a comprehensive proposal from the Design-Build Entity.
- 2.13. **Coordination for Geological Report.** The ARCHITECT shall develop and provide to the DISTRICT all necessary documentation in order to submit the Geotechnical Report, provided by others, to the California Geological Survey (CGS) and coordinate follow-up with Geotechnical Consultant as necessary to obtain CGS approval in order to obtain Division of the State Architect stamped documents.
- 2.14. **Not Responsible for Hazardous Material.** Unless otherwise provided in this AGREEMENT, the ARCHITECT and ARCHITECT'S consultants shall have no responsibility for the presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the PROJECT site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- 2.15. **SDs to DDs.** The ARCHITECT shall review all drawing package submittals for conformance to the Design-Build RFP.
- 2.16. **DDs to CDs.** The ARCHITECT shall review all drawing package submittals for conformance to the Design-Build RFP.
- 2.17. **Coordination for Government Authorities.** The ARCHITECT, if required, shall assist the DISTRICT in the filing of documents required for the approval of governmental authorities having jurisdiction over the PROJECT including funding submittals with the DISTRICT'S assistance. Included in this filing shall be an energy modeling document for submittal to the State. The DISTRICT shall pay all fees required by such governmental authorities.
- 2.18. **Design-Build RFP Prep.** The ARCHITECT shall prepare all necessary RFQ/RFP documents required by the DISTRICT and shall assist the DISTRICT in preparing the conditions of the Design-Build Entity's contract and coordinating same with the technical specifications. Plans or specifications, which include a requirement that the Design-Build Entity provide operation manuals and adequate training for the DISTRICT in the operation of mechanical, electrical, heating and air conditioning systems installed by the Design-Build Entity, shall be part of the Design-Build RFP prepared by the ARCHITECT.
- 2.19. **Bid Marketing.** The ARCHITECT, following the DISTRICT'S approval of the Design-Build RFQ/RFP and of the probable statement of Construction Cost, shall assist the DISTRICT in obtaining proposals for the PROJECT.
- 2.20. **Design and Construction Administration.** The ARCHITECT shall provide administration during the design and construction phases of the Design-Build contract. The ARCHITECT'S responsibility to provide services for the design phase commences with the Phase I Notice to Proceed (NTP) to the Design-Build Entity and for the construction of the PROJECT commences with the NTP for Phase II, Design-Build contract and continues through the final close out

acknowledgement by the Division of the State Architect. Additionally, ARCHITECT will provide a warranty review a year after Substantial Completion. It is anticipated that the Design-Build Entity's duration for Phase I and Phase II activities will be 30 months.

- 2.21. **Evaluate Design-Build Entity Performance.** The ARCHITECT shall evaluate the performance of the Design-Build Entity under the requirements of the Design-Build contract when requested in writing by the DISTRICT.
- 2.22. **Coordination of Others.** The ARCHITECT shall coordinate design and construction activities performed by separate Design-Build Entities, contractors or by the DISTRICT'S own employees.
- 2.23. **Submittals.** The ARCHITECT shall review and take other appropriate action upon Design-Build Entity's Action submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Design-Build contract. This review shall not include review of the accuracy or the completeness of details, such as quantities, dimensions, weights or gauges, fabrication process, construction of means, coordination of the work with other trades, substantiating instructions for installation or performance of equipment or systems other than in relationship to stated site coordination issues, or construction safety precautions, which are the sole responsibility of the Design-Build Entity. The ARCHITECT'S action shall be taken as to cause no delay in the work, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review and in no case exceed fifteen (15) working days after receipt. When certification of performance characteristics of materials, systems or equipment is required by the Design-Build contract, the ARCHITECT shall be entitled to rely upon such certification to establish that the materials, systems or equipment will meet the performance criteria required by the Design-Build contract/RFP.
- 2.24. **Substitutions.** The ARCHITECT shall provide services in connection with evaluating substitutions proposed by the Design-Build Entity, obtain written acceptance by the DISTRICT for any changes to the original documents and making subsequent revisions to drawings, specifications and other documentation resulting there from.
- 2.25. **District Representative.** The ARCHITECT shall be the DISTRICT'S representative during design and construction phases and shall advise and consult with the DISTRICT until final payment to the Design-Build Entity is due. The ARCHITECT shall have authority to act on behalf of the DISTRICT only to the extent provided in this AGREEMENT unless otherwise modified in writing.
- 2.26. **Site Visits.** The ARCHITECT shall visit the site at appropriate stages of construction up to a maximum of 32 site visits while work is in progress, to observe the site and work; to familiarize himself/herself with the progress and quality of the work; and to determine for the DISTRICT'S benefit and protection if the work is proceeding in accordance with the Design-Build contract and schedule. The ARCHITECT can provide additional site visits beyond 32 visits as an additional service. On the basis of his/her on-site observations as an ARCHITECT, the ARCHITECT shall keep the DISTRICT informed of the progress and quality of the work and he/she shall use reasonable care to guard the DISTRICT against defects and deficiencies in the work and against the Design-Build Entity's failure to carry out the

- work in accordance with the Design-Build contract and the schedule. The ARCHITECT shall provide services made necessary by major defect or deficiencies in the work of the Design-Build Entity which through reasonable care should have been discovered by the ARCHITECT and promptly reported to the DISTRICT and Design-Build Entity but which he/she failed to do.
- 2.27. **Site Access.** The ARCHITECT shall have access to the work at all times.
- 2.28. **Certification of Payment.** The ARCHITECT shall review and certify the amounts due the Design-Build Entity. The ARCHITECT'S certification for payment shall constitute a representation to the DISTRICT, based on the ARCHITECT'S observations at the site that the work has progressed to the point indicated, that quality of the work is in accordance with the Design-Build contract and that the Design-Build Entity is entitled to payment in the amount certified.
- 2.29. **Reject Work.** The ARCHITECT shall reject work which does not conform to the Design-Build contract. The ARCHITECT has authority to require additional inspection or testing of the work in accordance with the provisions of the Design-Build contract, whether or not such work is fabricated, installed or completed.
- 2.30. **Change Orders.** If required by the DISTRICT, the ARCHITECT shall assist with preparation of change orders with supporting documentation and data for the DISTRICT'S approval and execution in accordance with the Design-Build contract, and may authorize minor changes in the work not involving an adjustment in the contract sum or an extension of time. The ARCHITECT shall evaluate and make written recommendations regarding Design-Build Entity's proposals for possible change orders. DSA change orders shall be submitted for approval on an on-going basis throughout the project. Design-Build Entity shall prepare a set of reproducible record drawings showing significant changes in the work made during construction based on marked-up prints, drawings and other data furnished by the Design-Build Entity to the ARCHITECT.
- 2.31. **Claim Evaluation.** If required by the DISTRICT, the ARCHITECT shall assist to evaluate and render written recommendations, within a reasonable time on all claims, disputes or other matters at issue between the DISTRICT and Design-Build Entity relating to the execution or progress of the work as provided in the Design-Build contract.
- 2.32. **Substantial Completion.** The ARCHITECT shall inspect the PROJECT to determine the date or dates of substantial completion and the date of final completion, receive and forward to the DISTRICT for the DISTRICT'S review all written warranties and related documents required by the Design-Build contract and issue a final certificate for payment upon compliance with the requirements of the Design-Build contract.

ARTICLE 3 ADDITIONAL ARCHITECT'S 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, ARCHITECT shall be compensated for the same in accordance with the provisions of the Agreement relating to

Additional Services and the amounts indicated in Attachment for Additional Services. The District must approve an amendment to this Agreement, fully executed, prior to ARCHITECT performing any Additional Services. The ARCHITECT shall request payment for Additional Services in a separate line item on the same invoice submitted for Services in a format pre-approved by the DISTRICT.

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

- a. **Regulatory Revisions.** Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
- b. **Scope Change after Phase.** Approvals. Providing services required because of significant changes made in the PROJECT after approval of each phase of the work including, but not limited to, size, quality, complexity, or the DISTRICT'S schedule, except for services required under Article V, paragraph 10 and changes related to design errors or omissions.
- c. **Change Orders.** Preparing drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the ARCHITECT.
- d. **Damage or Destruction.** Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
- e. **Design-Build Entity Default.** Providing services made necessary by the default of the Design-Build Entity, by major defects or deficiencies in the work of the Design-Build Entity, or by failure of performance of either the DISTRICT or Design-Build Entity under the Design-Build contract.
- f. **Legal Services.** Providing services in connection with an arbitration proceeding or legal proceeding except where the ARCHITECT is a party thereto.
- g. **Consultant Coordination.** Providing services, other than coordination and incorporation of information into the design documents, in connection with the work of consultants retained by the DISTRICT.
- h. **Test and Balance.** Providing assistance in the utilization of equipment or systems such as testing, adjusting and balancing, preparation of operation and maintenance manuals, training personnel for operation and maintenance and consultation during operation.

3.3. **Construction Administration Add Service.** If authorized in writing by DISTRICT, ARCHITECT

shall provide one or more Project Representatives to assist in carrying out more extensive representation at the site than is described herein. The Project Representative(s) shall be selected, employed and directed by the ARCHITECT, and the ARCHITECT shall be compensated therefore as agreed by the DISTRICT and ARCHITECT. Through the observations of such Project Representative(s), the ARCHITECT shall endeavor to provide further protection for the DISTRICT against defects and deficiencies in the work, but the furnishing of such project representation shall not modify the rights, responsibilities or obligations of the ARCHITECT as described elsewhere in this AGREEMENT. Such services shall be compensated based on Phase 3 costs stated in Article 6.

ARTICLE 4 TERMS OF SERVICE

- 4.1. **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this Agreement, including without limitation ARCHITECT'S performance of the service required hereunder as per paragraph 1.2, Standard of Care, and DISTRICT'S payment of all sums due to ARCHITECT.
- 4.2. **Term. Term.** Services under this Agreement shall be diligently performed by the ARCHITECT for 34 months based upon the current projected construction duration of 7-1/2 months which includes final completion. The post-construction building warranty inspection will take place as discussed in Attachment A. Should a different construction duration be established upon award of the Design-Build agreement, the term of this agreement and fee for Construction Administration services shall be adjusted. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by ARCHITECT actions.
- 4.3. **Billing Rate.** Should services be necessary after the expiration of contract duration, they can be provided in accordance with the Billing Rates as provided in Attachment "B".
- 4.4. **Suspension Notice.** DISTRICT may suspend this Agreement at any time without penalty by written notice to ARCHITECT of such suspension.

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1. To the fullest extent permitted by law, ARCHITECT agrees to indemnify and hold the DISTRICT and its Board of Trustees, officers, employees and agents harmless from all liability arising out of:
 - a. **Workers Compensation and Employer's Liability.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to ARCHITECT'S employees or ARCHITECT'S subcontractor's employees arising out of ARCHITECT'S work under this agreement; and
 - b. **General Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any liability for damages for (i) death or bodily injury to person; (ii) injury to, loss or theft of property; (iii) any

failure or alleged failure to comply with any provision of law; or (iv) any other loss, damage or expense arising under either i, ii, and iii above, sustained by the ARCHITECT or the DISTRICT, or any person, firm or corporation employed by the ARCHITECT or the DISTRICT upon or in connection with the Project, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent architects who are directly employed by the DISTRICT.

- c. The ARCHITECT, 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 (other than professional negligence covered by section below, its officers, agents, or employees, that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT, 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; and
- d. **Professional Liability.** If arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the ARCHITECT, the ARCHITECT shall indemnify and hold the DISTRICT harmless from any loss, injury to, death of persons, or damage to property caused by any act, neglect, default, or omission of the ARCHITECT, or any person, firm, or corporation employed by the ARCHITECT, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm, or corporation, including the DISTRICT, arising out of, or in any way connected with, the PROJECT, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death, or damages caused by sole or active negligence, or willful misconduct of the DISTRICT. With regard to the ARCHITECT'S obligation to indemnify for acts of professional negligence, such obligation does not include the obligation to provide defense counsel or to pay for the defense of actions or proceedings brought against the DISTRICT, but rather to reimburse the DISTRICT for attorneys' fees and costs incurred by the DISTRICT in defending such actions or proceedings brought against the DISTRICT that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the ARCHITECT.

- 5.2. **Purchase and Maintain Insurance.** ARCHITECT shall purchase and maintain project specific 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 ARCHITECT and DISTRICT from claims which may arise out of or result from ARCHITECT'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. **Statutory Workers' Compensation and Employers' Liability.** ARCHITECT 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 ARCHITECT may be liable. ARCHITECT 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 ARCHITECT. The Employer's Liability Insurance required of ARCHITECT hereunder may be obtained by ARCHITECT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by ARCHITECT hereunder.

- b. **Comprehensive General and Auto Liability.** ARCHITECT shall purchase and maintain Commercial General Liability and Property Insurance as will protect ARCHITECT from the types of claims set forth below which may arise out of or result from ARCHITECT'S services under this Agreement and for which ARCHITECT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than ARCHITECT'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 ARCHITECT, 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 or use of a motor vehicle; (v) contractual liability insurance applicable to ARCHITECT'S obligations under this Agreement; and (vi) for completed operations.

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

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

- c. **Professional liability insurance.** Professional liability insurance, including contractual liability, with limits of \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that ARCHITECT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
- d. **Additional Insured.** Each policy of insurance required in (a) and (b) above shall name DISTRICT and its officers, agents and employees as additional insureds; shall state

that, with respect to the operations of ARCHITECT hereunder, such policy is primary and any insurance carried by DISTRICT is excess and non-contributory with such primary insurance; shall state that not less than thirty (30) days' written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. ARCHITECT shall notify DISTRICT in the event of material change in, or failure to renew, each policy. Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT 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 ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

5.3. **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverage 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.

5.4. **Insurance Evidenced.** Prior to commencing work, ARCHITECT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event ARCHITECT 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 ARCHITECT, and in such event ARCHITECT shall reimburse DISTRICT upon demand for the cost thereof.

5.5. **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 claim and One Million dollars (\$1,000,000) in the aggregate

ARTICLE 6 COMPENSATION TO THE ARCHITECT

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

- | | |
|---|-----------|
| a. Task 1 - Design-Build Criteria | \$ 67,684 |
| b. Task 2 – Design-Build Selection & Design Oversight | \$ 40,203 |

c.	Task 3 – Construction Observation & Closeout	\$ 55,113
d.	Task 4 – Pre-Warranty Expiration Evaluation and Report	
e.	Subtotal	\$163,000
f.	Reimbursable Cost	\$ 5,000
g.	Total	\$168,000

- 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 ARCHITECT, 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 Attachment B are services included in the ARCHITECT'S compensation for Services as set forth in Article 2 and Attachment A.
- 6.3. **ARCHITECT Monthly Billing Statements.** ARCHITECT 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 immediate 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 ARCHITECT.
- 6.4. **DISTRICT Payment of Contract Price.** Within thirty (30) days of the date of the District's receipt of ARCHITECT'S billing invoices, DISTRICT will make payment to ARCHITECT 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 ARCHITECT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Design-Build Entity.
- 6.5. **Withholding Payment.** In accordance with California Civil Code Section 3320. The DISTRICT may withhold or deduct from amounts otherwise due ARCHITECT hereunder if ARCHITECT 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 ARCHITECT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6. **Payment in Full.** This compensation shall be compensation in full for all services performed

- by the ARCHITECT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the ARCHITECT and DISTRICT in writing as provided for as additional services.
- 6.7. **Monthly Payments.** Payments for ARCHITECT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8. **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the ARCHITECT'S invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9. **Schedule Delay.** To the extent that the time initially established for the completion of ARCHITECT'S services is exceeded or extended through no fault of the ARCHITECT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates (See Attachment B) or as a fixed fee.
- 6.10. **Reimbursable Expenses** incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS 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 ARCHITECT for any costs or expenses paid or incurred by ARCHITECT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Original and Additional Services and include expenses incurred by the ARCHITECT and ARCHITECT'S employees and ARCHITECTS 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. ARCHITECT'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 ARCHITECT and his or her ARCHITECTS 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 ARCHITECT'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 ARCHITECT, the ARCHITECT'S employees and ARCHITECTS in the interest of the PROJECT.
 - g. For additional services of ARCHITECTS, compensation shall be computed at a multiple of 1.05 times the amounts billed to the ARCHITECT for such services.
- 6.11. **Non Waiver of Rights.** Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this Agreement.

ARTICLE 7 ARCHITECT'S WORK PRODUCT

- 7.1. **District Ownership of Documents.** The drawings, specifications, presentation materials including slides and models and other documents prepared by the ARCHITECT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such drawings and specifications and other documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. ARCHITECT grants to DISTRICT the right to reuse all or part of the fore mentioned drawings, specifications and other documents at its sole discretion for the construction of all or part of this or another PROJECT constructed for the DISTRICT. If the drawings, specifications and/or other documents are reused for another project constructed for the DISTRICT, then the DISTRICT agrees that ARCHITECT shall not be responsible for any reuse of the drawings, specifications and/or other documents. The DISTRICT is not bound by this AGREEMENT to employ the services of ARCHITECT in the event such drawings, specifications and/or other documents are reused. ARCHITECT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the plans, specifications and other documents prepared or caused to be prepared by the ARCHITECT pursuant to this AGREEMENT.
- 7.2. **Electronic Copy of Documents.** The ARCHITECT shall perform the work under this agreement and shall deliver electronic copy via CD, DVD or thumb drive in both the software format and PDF format upon request of the DISTRICT.
- 7.3. **Copyright/Trademark/Patent.** ARCHITECT 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 ARCHITECT 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. ARCHITECT consents to use of ARCHITECT'S name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1. **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate ARCHITECT only for services satisfactorily rendered to the date of termination. 30 day written notice by DISTRICT shall be sufficient to stop performance of services by ARCHITECT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the ARCHITECT 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 ARCHITECT; or (b) any act by ARCHITECT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) ARCHITECT is adjudged a bankrupt, ARCHITECT makes a general assignment for the benefit of creditors or a receiver is appointed on account of ARCHITECT'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 architect. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to DISTRICT. Written notice by DISTRICT shall be deemed given when received by the other party or no later than three days after the day of mailing, whichever is sooner.
- 8.3. **Termination by Either Party.** This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the ARCHITECT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4. **Suspension of PROJECT.** The District may suspend this Agreement at any time without penalty by written notice to ARCHITECT 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 ARCHITECT 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 ARCHITECT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the ARCHITECT'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the ARCHITECT'S services.
- 8.5. **Abandonment of PROJECT.** If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the ARCHITECT shall be compensated for services satisfactorily performed prior to the abandonment and ARCHITECT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6. **Non Payment.** The DISTRICT'S failure to make payments to the ARCHITECT in accordance with

- this AGREEMENT shall be considered substantial nonperformance and cause for termination by the ARCHITECT.
- a. In the event the DISTRICT fails to make timely payment, the ARCHITECT 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 ARCHITECT 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 ARCHITECT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7. **ARCHITECT Compensation.** The ARCHITECT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8. **Liability for District Damages.** In the event of termination due to the fault of ARCHITECT, ARCHITECT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The ARCHITECT is liable for damages suffered by the DISTRICT due to ARCHITECT'S failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION, 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, ARCHITECT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, ARCHITECT agrees it will neither rescind this Agreement nor stop the progress of the work. The DISTRICT and ARCHITECT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2. **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this agreement or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3. **Arbitration.** If mediation is unsuccessful, claims, disputes or controversies arising out of or relating to this AGREEMENT will be decided by arbitration in accordance with the American Arbitration Association then prevailing unless the parties mutually agree otherwise.
- a. No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the ARCHITECT, District and any other person sought to be joined. Consent to arbitration involving an additional person or persons shall

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

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

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1. **District Provided Information.** The DISTRICT shall provide to the ARCHITECT full information regarding requirements for the PROJECT, including information regarding the DISTRICT'S objectives, schedule, constraints and criteria.
- 10.2. **District Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT'S behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the ARCHITECT. ARCHITECT shall consult with authorized employees, agents, and representatives of DISTRICT relative to the design and construction of the Project. However, ARCHITECT shall accept directives only from DISTRICT'S designated representative and not from other DISTRICT employees or consultants. The DISTRICT shall notify ARCHITECT in writing if, at its sole option, it makes a change in the DISTRICT representative. Unless modified by written notice by the DISTRICT to the ARCHITECT, the DISTRICT Representative is:

Mark Schoeppner – Construction Manager

- 10.3. **District Notification.** The DISTRICT shall give prompt written notice to the ARCHITECT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the Design-Build contract. However, the DISTRICT'S failure or omission to do so shall not relieve the ARCHITECT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.
- 10.4. **Project Description.** The DISTRICT shall furnish a legal description of the site and surveys describing physical characteristics, legal limitations and utility locations for the site of the PROJECT as required.
- 10.5. **Geotechnical Data.** The DISTRICT shall furnish geotechnical data when these data are reasonably deemed necessary by ARCHITECT, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- 10.6. **Reliable Information.** The ARCHITECT may rely on the information provided by DISTRICT but only to the extent such reliance is consistent with ARCHITECT'S obligations under this agreement

ARTICLE 11 MISCELLANEOUS

- 11.1. **Affirmative Action.** ARCHITECT agrees that ARCHITECT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2. **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. ARCHITECT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the term of this agreement become applicable to ARCHITECT, ARCHITECT'S business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3. **ARCHITECT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the ARCHITECT, 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, ARCHITECT 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 ARCHITECT'S work whether by DISTRICT or others, shall not relieve ARCHITECT from responsibility for errors and omissions in ARCHITECT'S work.
- 11.5. **Cumulative Rights; Non Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or

available at law or inequity. The failure of DISTRICT or ARCHITECT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11.6. **Definitions**

- a. **Contract.** A Contract for Construction services awarded by the DISTRICT to a Design-Build Entity/Consultant for the design and construction of a portion of the PROJECT.
- b. **Design-Build Entity.** A Design-Build Entity to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Design-Build Entity or a Subcontractor to a Design-Build Entity or suppliers illustrating some portion of work of the PROJECT.
- e. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
- f. **Design-Build contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Design-Build contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Design-Build contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- g. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed including completion of commissioning and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- h. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Design-Build Entity has completed all other obligations to be performed on its part under the Contract.

- 11.7. **Employment with Public Agency.** ARCHITECT, if an employee of another public agency, agrees that ARCHITECT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, No member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or

- indirect, in this Agreement or the proceeds thereof.
- 11.8. **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.
- 11.9. **Independent Contractor.** ARCHITECT, in the performance of this AGREEMENT, shall be and act as an independent contractor. ARCHITECT 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. ARCHITECT 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. ARCHITECT 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 ARCHITECT'S employees.
- 11.10. **Marginal Headings; Captions.** The titles of the various Paragraphs of the Agreement and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of ARCHITECT and DISTRICT hereunder.
- 11.11. **Non-Assignment.** The DISTRICT and ARCHITECT, 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 ARCHITECT pursuant to this AGREEMENT shall not be assigned by the ARCHITECT. 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 ARCHITECT. The sale or transfer of a majority membership interest in ARCHITECT firm or the admission of new member to the ARCHITECT firm which causes there to be a change in majority ownership and / or control of ARCHITECT firm shall be deemed and assignment for purposes of this Agreement. Nothing contained in this Agreement is intended to make any person or entity who is not a signatory to the Agreement a third party beneficiary of any right created by the Agreement or by operation of law.
- 11.12. **Permits/Licenses.** ARCHITECT and all ARCHITECT'S employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13. **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The

address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.

- 11.14. **Communications** between the parties shall be sent to the following addresses:

DISTRICT
Mark Schoeppner
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
mschoeppner@socccd.edu

ARCHITECT
Angela Brooks
Principal
Brooks + Scarpa
4611 W. Slauson Ave.
Los Angeles, CA 90043
brooks@brooksscarpa.com

COPY
Dr. Debra L. Fitzsimons
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
dfitzsimons@socccd.edu

- 11.15. **Severability**. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 11.16. **Entire Agreement/Amendment**. This AGREEMENT and any Attachments hereto represent the entire AGREEMENT between the DISTRICT and ARCHITECT 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 ARCHITECT.
- 11.17. **Binding Agreement**. The DISTRICT and ARCHITECT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.
- 11.18. **Consequential Damages**. Neither the District nor the ARCHITECT shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of, or connected in any way to the Project or this Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation or unrealized savings.

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

“DISTRICT”

“ARCHITECT”

South Orange County Community College District

Brooks + Scarpa

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Angela Brooks
Principal

(Date)

(Date)

(Taxpayer number)

ATTACHMENT A - RESPONSIBILITIES AND SERVICES OF ARCHITECT

ARCHITECT will provide all professional services necessary for completing the following:

A. BASIC SERVICES

ARCHITECT agrees to provide the services described below:

1. Determine the agencies who have jurisdiction over essential buildings and coordinate with and implement the requirements of the funding and regulatory agencies, i.e.: State Chancellor's Office, Division of the State Architect, State Fire Marshal, Health Department, etc.
2. Contract for or employ at ARCHITECT'S expense, sub-consultants to the extent deemed necessary for completion of the Project including: architects; mechanical, electrical, structural, civil engineers, landscape architects licensed as such by the State of California. The names of said sub-consultants shall be submitted to the DISTRICT for approval prior to commencement of work. The DISTRICT reserves the right to reject the use of any sub-consultants. Nothing in the forgoing procedure shall create any contractual relationship between the DISTRICT and any sub-consultants employed by the ARCHITECT under terms of this Agreement.
3. Agree to exercise usual and customary professional care in its efforts to comply with all laws and regulations which apply to work of this Agreement.
4. Cooperate with other professionals employed by the DISTRICT for the criteria, design, coordination or management of other work related to the Project.
5. Chair, conduct and take minutes of meetings during the entire criteria phase with sub-consultants, ARCHITECT shall invite the DISTRICT and/or its representative to participate in these meetings. ARCHITECT shall keep a separate log to document design/coordination comments generated in these meetings.
6. Review site surveys, subsoil data, chemical, mechanical and other data logs of borings, record documents, etc., furnished to ARCHITECT pursuant to this Agreement and advise the DISTRICT whether such data are sufficient for purposes of design, or whether additional data are necessary. ARCHITECT shall advise whether additional data are needed and, if so, recommend the manner in which it be provided and services obtained.
7. Be responsible for the professional quality, technical accuracy and the coordination of all studies, reports, projections, master plans, designs, drawings, specifications and other services furnished by ARCHITECT under this Agreement. ARCHITECT shall, without additional compensation, correct or revise any errors or omissions in its studies, reports, projections, master plans, design, drawings, specifications and other services.
8. If desired by the DISTRICT and agreed to by the ARCHITECT, ARCHITECT shall provide other required services to determine such compliance not specifically identified and included in the scope of this Agreement through an amendment to this Agreement, as an additional service.
9. Be responsible for establishing the requirement for the layout of data and phones using DISTRICT established standards. The coordination effort shall include location and routing of

the raceways, conduits, and outlets and required spaces to accommodate electrical, data and communication wiring. ARCHITECT to coordinate with DISTRICT or their consultants to finalize phone system design.

10. Provide services required to obtain local agencies approval for off-site work including review by regulatory agencies having jurisdiction over the Project.

11. Develop the basis of design for the project's grading and drainage plan which is to include architectural information showing a final development of the site, this drawing will also include a horizontal and vertical control plan and a utility infrastructure plan. The services described in this Subparagraph shall be provided by a professional civil engineer who is to subcontract with the ARCHITECT.

12. ARCHITECT to document the location of existing utility lines, telephone, water and sewage, etc., within the limits of the DISTRICT on-site property. This information shall be provided by the DISTRICT. ARCHITECT to verify the capacity of all existing project utilities in establishing project Criteria.

13. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of this Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to the DISTRICT and/or their representative for inclusion in the overall project documentation.

14. ARCHITECT is not responsible for:

- a. Ground contamination or hazardous material analysis
- b. Any asbestos testing, design or abatement
- c. Environmental impact report
- d. Historical significance report
- e. Soils investigation
- f. Geotechnical hazard report
- g. Topographic survey

15. Neither the DISTRICT'S review, approval of, nor payment for, any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and ARCHITECT shall remain liable to the DISTRICT in accordance with applicable law for

all damages to the DISTRICT caused by ARCHITECT'S failure to perform any of the services furnished under this Agreement.

16. Providing interior design and other similar services required for or in connection with color coordination including furnishing unless agreed to as an additional service. ARCHITECT is required to establish a template floor plan to demonstrate that each space houses the required functions. Such floor plans will include furniture layout for functions and adhere to all ADA circulation requirements. The DISTRICT shall procure furnishing and moveable equipment.

17. Criteria Documents: Work with the District in the development of the Design-Build Request for Proposal and all associated documents. Criteria documents will include the following and have been separated into the RFP work performed by others:

Description

Responsibility

Criteria Architect

Project Description and Criteria
Sustainability Standards
Updated BIM Standards
Design-Build Entity's Reference Documents

Prequalification Questionnaire

Criteria Architect
Criteria Architect
Criteria Architect and District
Design Build Project Consultant,
Criteria Architect and District
Criteria Architect and District

District

Development Master Plan
Utility Survey Information
District-wide Signage Standards
Technical Hazardous Material Abatement
Specifications
Entry to Property Agreement
Design-Build Entity's Reference Documents

District
District Civil Consultant
District/College Facilities
District's Environmental Consultant

District
Design Build Project Consultant,
District and Criteria Architect

Design-Build Project Consultant

Integrated Project Delivery
Prequalification Questionnaire
Rules for Interview and Negotiations
Specific Design-Build Proposal
Requirements
Proposal Evaluation Factors, Scoring and
Ranking Methodology
Design-Build Entity's Reference Documents

Design-Build Project Consultant
Design-Build Project Consultant
Design-Build Project Consultant
Design-Build Project Consultant

Design-Build Project Consultant

Design-Build Project Consultant, and
Criteria Architect

Design-Build Legal Counsel

Design Build Contract & General Conditions

Design-Build Legal Counsel

Non-Collusion Declaration	Design-Build Legal Counsel
Proposal, Performance and Payment Bond	Design-Build Legal Counsel
Letter of Organization	Design-Build Legal Counsel
DVBE Requirements	Design-Build Legal Counsel
Evidence of Insurance, including E&O	Design-Build Legal Counsel

18. Project Programming, including, but not limited to:

- a. Programming documents.
- b. The development of criteria for all site improvements related to the project, including, but not limited to: potable water, reclaimed water, sewer, data, electricity, site drainage of the building site in relation to the entire site, path of travel, parking, and access to the project site from city-street.
- c. Scope of work will include meetings with District and College participants to define facilities programming.
- d. Project budget estimate is \$4,500,000 for construction hard costs
- e. Oversight of Design-Build Entity during design with allowance for construction/closeout.

19. The DISTRICT is contracting for the services of ARCHITECT to act as the project's Design-Build Criteria Architect. The role of the ARCHITECT will include the development of the operational and programming needs for the new facility; review of design alternatives for the project; assist in the development of the project requirements; development of a Request for Proposals (RFP) to be used by DISTRICT to solicit Design-Build Entity Teams; and to assist DISTRICT through the project's Design-Build process.

B. TASK I- DESIGN-BUILD CRITERIA AND RFP DEVELOPMENT

Upon final execution of the Contract with the DISTRICT, the ARCHITECT shall:

DEVELOPMENT OF ARCHITECTURAL PROGRAM

1. Perform pre-design investigations to establish appropriate guidelines around which and within which the Project is to be designed. Identify design issues relating to functional need, directives and constraints imposed by regulatory codes.
2. Complete information check list identifying critical issues affecting project completion and certification; significant site considerations; applicable planning and zoning requirements; applicable code requirements; applicable fire and life safety requirements; sanitary and storm sewer service requirements; electrical power service and requirements; heating, ventilating and air conditioning requirements; natural gas availability and requirements; and domestic and fire water service requirements.
3. Conduct architectural program meeting with the DISTRICT selected project committee.
4. Develop an operational summary describing each of the facilities areas operational philosophy and principles; activities and their detailed sequence, location of adjacent areas and any access/circulation requirements/restrictions.

5. Provide architectural programming planning sessions with key stakeholders to obtain information on the goals of each functional component, specific activities to be carried out by the staff in each component, the services to be provided, service delivery method, functional relationships between components in addition to security needs, specialty equipment; defining materials and quality standards.
6. Develop probable Design-Build cost for the Project; probable costs are to be based on the developed functional architectural programs as approved by the DISTRICT.
7. Probable costs prepared by the ARCHITECT:
 - a. All costs are to be based on current bid prices, with escalation rate and duration clearly identified as a separate line item; rate of cost escalation and projected bid and construction dates are to be as approved by the DISTRICT.
 - b. Contingencies for design, bidding or construction, if included in the probable costs, are to be included as individual line items, with the percentage and base of calculation clearly identified.
 - c. All construction probable costs developed per the above should additionally be presented in and summarized by the Construction Specification Institute (CSI) category.
 - d. One week prior to the submittal of documents, the ARCHITECT'S proposed cost format must be submitted to the DISTRICT for review and approval.
 - e. ARCHITECT shall submit a unit cost breakdown for two types of new building cost models ranging from a low end per square foot cost for the DISTRICT'S consideration, to high end per square foot cost. The unit cost shall not include the site work, the general Design- Build Entity's overhead and profit, and general condition. (Include separate line items for additional upgrades/condition assessment scope and possible alternate reductions).
 - f. Mechanical, electrical, civil, landscaping and estimating sub-consultants shall participate in the progress meeting as appropriate and shall provide input and feedback into the development of the probable cost.

SITE PLANNING

Prepare a Test-fit Site Plan configuration for the proposed facility. The development of this Site Plan should incorporate or be based upon completion of the following tasks:

1. Document and take into consideration existing physical characteristics of the proposed site such as topography, drainage, plant coverage, views to and from the proposed site, sun exposure for day lighting and the potential of solar panels, current site usage and potential for future development and facility expansion. Review the existing conditions. Analyze the proposed site's existing conditions relative to potential effect on circulation, access, parking, constructability, facility expansion and future development potential.
2. Review proposed plans and confer as necessary with the local jurisdiction to obtain

their advisory input regarding zoning, water service, fire protection, site access, mass transit and other areas of site design related to the city services or governance.

RFP DEVELOPMENT

1. Prepare Design Criteria – identifying all project criteria.
2. Review and update as required Technical Standard provided by the DISTRICT for the Design-Build RFP.
3. Review and comment on DISTRICT prepared General Conditions and Special Conditions – which is part of the Request for Proposals (RFP) seeking D-B Entity Teams.
4. Assist DISTRICT in preparing and publishing the RFP.

MEETINGS

During the Architectural Programming and RFP Development Phase it is anticipated that a series of meetings will be convened between the DISTRICT and the ARCHITECT. These meeting will not exceed one day in duration and will be held on the PROJECT'S campus location. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsiderations of such decisions shall constitute a change in the scope of services of the ARCHITECT.

DELIVERABLES

1. ARCHITECT shall provide to the DISTRICT the following quantities of materials resulting from the work of the Project:
 - a. Three copies of RFP and one electronic copy. (A written program prepared by ARCHITECT that incorporates the DISTRICT'S program planning, design objectives, constraints, and criteria including space requirements, relationships, flexibility, expendability, special equipment and systems and a comparison between developed program and FPP program, include narrative explaining any deviations)combined with the DISTRICT'S Instructions to Proposers, Proposal Forms, General Conditions, Special Conditions and other required documents.
 - b. Three copies of Project Probable Cost and one electronic copy.
 - c. One copy of Information Checklist
2. ARCHITECT along with sub-consultants shall present and review with the DISTRICT the summary and detail of Task I work.

PROJECT CESSATION PROVISIONS

Upon completion and review of the functional and Architectural program and master site planning, no further work shall be done unless and until the DISTRICT has approved Task I as complete and has given a written Notice of proceed to ARCHITECT for Task II.

C. TASK II – DESIGN-BUILD ENTITY SELECTION AND DESIGN

OVERSIGHT

DESIGN - BUILD ENTITY SELECTION

Design-Build Entity Selection and Design Oversight: Upon written authorization from the DISTRICT, to proceed with the Design-Build Entity Selection and Design Phase. The ARCHITECT shall assist the DISTRICT'S with a Design-Build Entity to execute the project:

1. ARCHITECT will assist with the selection procedures, participate in pre-proposal meeting(s) with competing Design-Build Entity Teams and issue any clarification documentation. Assist DISTRICT with the evaluation of the Design-Build Entity Teams' submissions including proposal review and participation in scheduled interviews with Design-Build Entity Teams for the purpose of selection.
2. Review and comment on the proposed project budget and schedule and make recommendations.
3. Review checklist for permits, approvals and/or easements.
4. Develop site design criteria for review by DISTRICT that allows development of the site within any constraints.
5. Establish a schedule of milestones for the selected Design-Build Entity Team that indicates when progress submissions are to be made to the DISTRICT.
6. Attend validation meeting that will occur within two weeks of award to Design-Build Entity.
7. Attend periodic design meetings, as requested, to provide oversight during Design-Build Entity Team's Design Development for conformance with the Request for Proposals (RFP) and validate progress of BIM model.
8. Conduct two (2) formal reviews of the Design-Build Entity Team's designs for conformance with the program and RFP requirements, and advise DISTRICT in writing of same. The formal reviews will be as follows:
 - a. At the end of the Design-Build Entity Team's Design Development Phase of work, which is approximately 30% completion of the Design-Build Entity Team's Construction Documents.
 - b. At approximately 95% completion of the Design-Build Team's Construction Documents including the Project manual (specifications), but before any construction begins.

MEETINGS

Each of these reviews will be followed up with a report and informational meeting with DISTRICT to discuss the findings, and then a subsequent meeting, if necessary, with the Design-Build Entity Team to convey same.

- c. The second review will incorporate a follow-up check, prior to construction starting, to ensure that the review comments are incorporated into the Design-Build Entity Team's Final Construction

Documents.

During the Design-Build Entity Selection and Design Oversight Phase meetings as outlined above will convene between the DISTRICT and the ARCHITECT to address project progress and to facilitate the decision making process. Such meetings shall be held at the PROJECT CAMPUS. Decisions made at such meetings and subsequently approved by the DISTRICT shall be binding. Any revisions or reconsideration of such decisions shall constitute a change in the scope of services of the ARCHITECTS.

DELIVERABLES

1. Written statement indicating changes made by the Design-Build Entity to the program design or RFP requirements at each required review.

PROJECT CESSATION PROVISIONS

Upon completion of the Design-Build Entity Selection and Design Oversight Phase, the DISTRICT shall have the right to terminate this Agreement upon written notice of such termination to ARCHITECT. The DISTRICT shall pay the ARCHITECT only the fee associated with the services provided under the Design-Build Entity Selection and Design Oversight Phase.

D. TASK III – CONSTRUCTION OBSERVATION AND CLOSEOUT

CONSTRUCTION ADMINISTRATION PHASE

The ARCHITECT'S responsibility to provide Services for the Construction Phase under this Agreement commences with the Phase II Notice to Proceed for Construction issued to the Design-Build Entity and continues through the issuance to the final close out acknowledgement by the Division of the State Architect. All Construction Administration work required of the ARCHITECT shall be also be required of ARCHITECT'S sub consultants as pertains to their scope of work. Additionally, ARCHITECT will provide a warranty review a year after Substantial Completion.

1. The ARCHITECT will proceed with the services required by the Construction Administration Phase of this Agreement upon written direction by the DISTRICT.

2. The ARCHITECT shall attend pre-construction meeting, conducted by the Design-Build Entity Team to confirm DISTRICT expectations and to monitor course of action to be taken to achieve construction schedule requirements.

3. The ARCHITECT shall review and approve or take other appropriate action upon select Design-Build Entity's submittals such as: shop drawings, project data, and samples for conformance with RFP, periodic payment requisitions, requests for design-build agreements and items prerequisite to project closeout.

- a. The ARCHITECT'S action shall be taken within twenty-one (21) calendar days so as to cause no unreasonable delay in the work or in the construction of the DISTRICT or of separate contractors, while allowing sufficient time in the ARCHITECT'S professional judgment to permit adequate review. In no case shall the review period associated with a single, particular submittal exceed twenty one (21) calendar days from the receipt by the ARCHITECT.

4. During the course of construction, respond to select Requests for Information/ Clarification as they relate to the RFP. RFI's must be responded to in a most expeditious manner so as not to impact and delay the construction progress.

5. ARCHITECT shall provide construction observation services at the job site for on-site review of the construction of the Project and in coordination with the construction progress meetings. The purpose of these visits is to observe the work in progress, evaluate compliance with Design-Build agreement, RFP and construction documents of the Project and report findings to DISTRICT.

6. The ARCHITECT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work. The ARCHITECT shall endeavor to guard the DISTRICT against defects and deficiencies in the work. However, the ARCHITECT shall not be a guarantor of the Design-Build Entity's performance.

The ARCHITECT shall not be responsible for, nor have control or charge of, construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for contractors' failure to carry out work in accordance with the Contract Documents. The ARCHITECT shall not be responsible for, nor have control over, the acts or omissions of the contractors, subcontractors, any of their agents or employees.

CLOSE OUT PHASE

1. The ARCHITECT'S responsibility to provide Services for the Close Out phase under this Agreement commences with the Design-Build Entity's request for a punch list walk and concludes at the close out the project with the Division of the State Architect.

2. The ARCHITECT will visit the facilities with the Design-Build Entity Team, DSA, DISTRICT and any other agencies and participate in/ develop punch lists as appropriate to identify apparent deficiencies in construction following the acceptance of the Design-Build Entity's work.

- a. ARCHITECT shall walk with DISTRICT and Design-Build Entity to confirm that punch list items are completed. ARCHITECT may use original list with items highlighted to show those areas as still outstanding.
- b. ARCHITECT shall perform follow up walk for any punch list items that were outstanding.
- c. After the third punch list walk, if there remains any incomplete items, ARCHITECT shall provide to the DISTRICT a cost analysis of all outstanding items.

3. Attend project close out meetings. Design-Build Entity will be responsible to develop initial punch list. This will be followed by a punch list walk performed by the Design-Build Criteria Architect who will provide a final punch list identifying items, if any, for completion and items stated in the Certificate of Acceptance for completion or correction, as the case may be.

4. If requested the DISTRICT, the ARCHITECT shall perform a building walk one month prior to the one year warranty period (as established by the Notice of Completion filed by the Board

of Trustees) to evaluate the condition of all facilities/ improvements. ARCHITECT shall meet with the maintenance and facilities representatives and make recommendations for which, if any, warranty items will be requested prior to warranty expiration.

ATTACHMENT B - CRITERIA AND BILLING FOR EXTRA WORK

- A. The following extra services to this Agreement shall be performed by ARCHITECT if needed and requested by the DISTRICT.
1. Making revisions in drawings, specifications or other documents when such revisions are:
 - a. Inconsistent with approvals or instructions previously given by the DISTRICT.
 - b. Required by the enactment or revisions of codes, laws or regulations subsequent to the preparations of such documents.
 - c. Due to changes required as a result of the DISTRICT'S failure to respond to a written request from the ARCHITECT within a reasonable time, as requested by ARCHITECT.
 2. Providing services required because of significant documented changes in the Project initiated by the DISTRICT, including but not limited to, size, quality, complexity, the DISTRICT'S schedule, or method of bidding or negotiating and contracting for construction.
 3. Prepare drawings, specifications and other documentation and supporting data, evaluating Design-Build Entity's proposals, and providing other services in connection with change orders and construction change directives. ARCHITECT shall not be due any fee for extra services due to change orders resulting from ARCHITECT'S design errors and omissions.
 4. Providing consultation concerning replacement of work damaged by fire or other cause during construction, and furnishing services required in connection with replacement of such work.
 5. Providing services made necessary by the default of the Design-Build Entity, by major defects or deficiencies in the work of the Design-Build Entity for Payment, or in the absence of a final Certificate of Payment, more than sixty (60) days after the date of substantial completion of work.
 6. Providing services in connection with evaluating substitutions (excluding the first substitution) proposed by the Design-Build Entity and making subsequent revisions to the drawings, specifications and other documentation resulting there from if the Design-Build Entity failed to follow the ARCHITECT'S specified specification of the Project.
- B. The following rates which include overhead, administrative cost and profit shall be utilized in arriving at the fee for extra services. The sub-consultant hourly rates as shown below include a 10% administration fee/mark-up fee. 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 ARCHITECT and each sub-consultant involved in the Project.

<u>Architectural/Engineering Services</u>	<u>Fee Per Hour</u>
Principal Architects	\$242.00
Senior Project Manager	\$195.00
Managing Professional	\$195.00
Senior Professional	\$171.00
Professional Staff	\$144.00
Intermediate Staff	\$118.00
Staff	\$104.50
Support Specialist	\$104.50
Clerical Staff	\$104.50
Intern	\$104.50
<u>Cost Estimator **</u>	
Managing Director	\$230.00
Director of Cost Management	\$210.00
Senior Cost Manager	\$195.00
Cost Manager	\$180.00
Technician/Coordinator	\$130.00

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Budget Amendment: Adopt Resolution No.16-24 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

FY 2014-2015 Basic Skills at Saddleback College	\$10,344
FY 2015-2016 Basic Skills at Saddleback College	\$139,836
Disabled Student Programs & Services (DSPS) at Saddleback College	\$5,763
Full-time Student Success Grant (FTSSG) at Saddleback College	\$31,893
Disabled Student Programs & Services (DSPS) at Irvine Valley College	\$8,549
Student Equity Plan at Saddleback College	\$107,300
Foster and Kinship Care Education at Saddleback College	(\$61)
Financial Aid Administrative Allowance at Irvine Valley College	\$15,636
State Lottery, Restricted, at Irvine Valley College	\$68,195
FY 2015-2016 Basic Skills at Irvine Valley College	(\$320)
Child Development Training Consortium at Irvine Valley College	(\$3,375)
Perkins Title 1-C at Saddleback College	(\$15,619)
Federal Work Study at Saddleback College	\$6,842
NSF S-STEM Scholars Program at Saddleback College	(\$22,502)
FY 2013-2014 Teacher Preparation Pipeline at Saddleback College	(\$15,916)
STRS On-Behalf Payments Program at District	\$3,727,053
Total Increase to the General Fund	<u>\$4,063,618</u>

Child Development Fund

Transfer from Saddleback College Unrestricted General Fund	\$100,000
Total Increase to the Child Development Fund	<u>\$100,000</u>

Capital Outlay Fund

2015/2016 Prop 39 Clean Energy at District

\$33,365

Total Increase to the Capital Outlay Fund

\$33,365

Total Budget Amendment

\$4,196,983

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees adopt Resolution No. 16-24 to amend the FY 2015-2016 Adopted Budget as indicated in EXHIBIT A.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 16-24

August 22, 2016

WHEREAS, the Governing Board of the South Orange County Community College District has determined that income in the amount of \$4,196,983 is assured to said District as an increase of the amounts required to finance the total proposed budget expenditures and transfers for fiscal year 2015-2016 from sources listed in Title 5 of the California Code of Regulations, Section 58308;

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

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

General Fund

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8100	Federal Revenue	(\$16,093)
8600	State Revenue	\$4,079,711
		<u>\$4,063,618</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
1000	Academic Salaries	\$139,680
2000	Classified Salaries	\$6,648
3000	Fringe Benefits	\$3,724,144
4000	Books and Supplies	\$68,195
5000	Other Operating Expenses and Services	\$4,751
6000	Capital Outlay	\$91,681
7000	Other Outgoing	\$28,519
		<u>\$4,063,618</u>

Child Development Fund

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8900	Interfund Transfer	
	SC Unrestricted GF	\$100,000
		<u>\$100,000</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
2000	Classified Salaries	\$100,000
		<u>\$100,000</u>

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

GENERAL FUND

RESOLUTION 16-24

August 22, 2016

Capital Outlay Fund

<u>Account</u>	<u>Income Source</u>	<u>Amount</u>
8900	Interfund Transfer	
	From SC Unrestricted GF	\$33,365
		<u>\$33,365</u>

<u>Account</u>	<u>Expenditure Description</u>	<u>Amount</u>
6000	Capital Outlay-SC	\$33,365
		<u>\$33,365</u>

Total Budget Amendment	<u>\$4,196,983</u>
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SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

BUDGET AMENDMENT FY 2015-2016

GENERAL FUND

RESOLUTION 16-24

August 22, 2016

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE)

I, Debra L.Fitzsimons, Acting Secretary to the Board of Trustees of South Orange County Community College District of Orange County, California, hereby certify that the Budget Amendment and foregoing Resolution in the amount of \$4,196,983 duly and regularly adopted by the said Board at a regular meeting thereof held on August 22, 2016.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23rd day of August 2016.

Debra L. Fitzsimons
Acting Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Dr. Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Contract with Synergy Software Solutions for Software Development Services

ACTION: Approval

BACKGROUND

To support the software projects for Fiscal Year 2016-2017, the District is in need of expertise in the area of software development. Synergy Software Solutions provides these services and is familiar with IT's development efforts, particularly the My Academic Plan (MAP) system.

STATUS

District IT is proposing that Synergy Software Solutions assist by providing software development services for MAP Enhancements and other SIS projects as required.

The professional fees for these services will be based on time spent at a rate of \$105 per hour in an amount not to exceed \$211,680 (EXHIBIT A).

Funding for these software development services are provided by college Strengthening Student Success Program (SSSP) funds and basic aid funds contingent on approval of the basic aid allocation at the August 2016 board meeting.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees approve the agreement with Synergy Software Solutions, EXHIBIT A, for a total amount not to exceed \$211,680 for the FY 2016-2017.

Item Submitted by: *Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services and Dr. Debra Fitzsimons, Vice Chancellor, Business Services*

This Agreement is made and entered into this 22nd day of August, 2016 between: Supplier Contract No _____
South Orange County Community College District
28000 Marguerite Parkway, Mission Viejo, California 92692-3635
Telephone (949) 582-4664

hereinafter called District, and

Contractor Name Synergy Software Solutions Inc

Contractor Phone / Fax 213-300-8877

Contractor Address 33 Raven Lane, Aliso Viejo, CA 92656

hereinafter called Contractor.

The parties agree as follows:

1. The Contractor shall, at times and places designated by the District, perform the following services:
Perform software development services in support of MAP Enhancements and other SIS projects as required. Participate in design teams for any applicable FY2016/17 Projects.
2. The Agreement shall be effective from 09/01/2016 to 08/31/2017 and may be modified only by mutual written agreement of the parties. The District shall have the discretion to terminate this Agreement at any time by providing Contractor thirty (30) days prior written notice specifying the date of termination.
3. The District shall pay the Contractor \$105.00 per hour, not to exceed \$211,680. The District will not pay any expenses of the Contractor except as follows: __n/a__. The total amount payable by the District shall not exceed \$211,680. Upon completion of the services and upon a signed invoice acceptable to the District and approved by Jim Gaston or Jim Phaneuf, payment will be made by the District.
4. The District shall not be liable to the Contractor for personal injury or property damage sustained by Contractor in the performance of this Agreement, whether caused by Contractor, the District, its officers, agents or employees, or by any third party. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever arising out of or in any way connected with this Agreement.
5. While performing the service hereunder, the Contractor is an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College.
6. Neither party shall assign this Agreement nor any part thereof without the written consent of the other party.
7. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference any exhibits which are attached hereto and incorporated herein.
8. Contractor shall provide proof of insurance as required by the District.
9. This Agreement shall be governed by the laws of the State of California.

Contractor

South Orange County Community College District

Signature:	Signature:
Print Name: Pratik Modi	Print Name: Dr. Debra L. Fitzsimons
Title: Consultant / Owner	Title: Vice Chancellor 949 582-4664
Date:	Date:
Contact Person: Pratik Modi 213-300-8877	College Contact Person: Jim Gaston 949-582-4336
Contact Person Phone / Email:	College Contact Person Phone / Email:

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Contract with Redisq Technologies for Software Development Services

ACTION: Approval

BACKGROUND

To support the software projects for Fiscal Year 2016-2017, the District is in need of expertise in the area of software development. Redisq Technologies provides these services and is familiar with IT's development efforts, particularly the Student Information System (SIS).

STATUS

District IT is proposing that Redisq Technologies assist by providing software development services for the SIS Enhancements project.

The professional fees for these services will be based on time spent at a rate of \$62 per hour in an amount not to exceed \$124,992. (EXHIBIT A).

Funding for these software development services are contingent on approval of the basic aid allocation at the August 2016 board meeting.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees approve the agreement with Redisq Technologies, EXHIBIT A, for a total amount not to exceed \$124,992 for the term of the FY 2016-2017.

Item Submitted by: *Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services and Dr. Debra Fitzsimons, Vice Chancellor, Business Services*

This Agreement is made and entered into this 22nd day of August, 2016 between: Supplier Contract No _____
South Orange County Community College District
28000 Marguerite Parkway, Mission Viejo, California 92692-3635
Telephone (949) 582-4664

hereinafter called District, and

Contractor Name Redisq Technologies

Contractor Phone / Fax (423) 623-0701

Contractor Address 16120 SE Eastgate Way, #C202, Bellevue, WA
98008

hereinafter called Contractor.

The parties agree as follows:

1. The Contractor shall, at times and places designated by the District, perform the following services:
Perform software development services in support of the SIS Enhancements project.
2. The Agreement shall be effective from 09/01/2016 to 08/31/2017 and may be modified only by mutual written agreement of the parties. The District shall have the discretion to terminate this Agreement at any time by providing Contractor thirty (30) days prior written notice specifying the date of termination.
3. The District shall pay the Contractor \$62.00 per hour, not to exceed \$124,992. The District will not pay any expenses of the Contractor except as follows: n/a. The total amount payable by the District shall not exceed \$124,992. Upon completion of the services and upon a signed invoice acceptable to the District and approved by Jim Gaston or Jim Phaneuf, payment will be made by the District.
4. The District shall not be liable to the Contractor for personal injury or property damage sustained by Contractor in the performance of this Agreement, whether caused by Contractor, the District, its officers, agents or employees, or by any third party. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever arising out of or in any way connected with this Agreement.
5. While performing the service hereunder, the Contractor is an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College.
6. Neither party shall assign this Agreement nor any part thereof without the written consent of the other party.
7. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference any exhibits which are attached hereto and incorporated herein.
8. Contractor shall provide proof of insurance as required by the District.
9. This Agreement shall be governed by the laws of the State of California.

Contractor

South Orange County Community College District

Signature: _____	Signature: _____
Print Name: Mollishree Sawhney	Print Name: Dr. Debra L. Fitzsimons
Title: Consultant / Owner	Title: Vice Chancellor 949 582-4664
Date: _____	Date: _____
Contact Person: Mollishree Sawhney 423-623-0701	College Contact Person: Jim Gaston 949-582-4336
Contact Person Phone / Email: _____	College Contact Person Phone / Email: _____

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Contract with Nimble Consulting for Project Management and Database Design Services

ACTION: Approval

BACKGROUND

To support the software projects for Fiscal Year 2016-2017, the District is in need of expertise in the area of project management, database analysis, design, and programming. Nimble Consulting provides these services and is familiar with IT's development efforts, particularly the Student Information System (SIS), the MySite web portal and Sherpa.

STATUS

District IT is proposing that Nimble Consulting assist by providing project management and database design services for the SIS Enhancements and SmartSchedule 2.0 projects. Participation may also be required in any applicable design team for ongoing FY 2016-2017 projects.

The professional fees for these services will be based on time spent at a rate of \$134 per hour in an amount not to exceed \$270,144 (EXHIBIT A).

Funding for these software development services is based on FY 2015-2016 basic aid funds and FY 2016-2017 funds that are available on approval of the FY 2016-2017 basic aid allocation.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees approve the agreement with Nimble Consulting, EXHIBIT A, for an amount not to exceed \$270,144 for the term of FY 2016-2017.

Item Submitted by: *Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services and Dr. Debra Fitzsimons, Vice Chancellor, Business Services*

This Agreement is made and entered into this 22nd day of August, 2016 between: Supplier Contract No _____
South Orange County Community College District
 28000 Marguerite Parkway, Mission Viejo, California 92692-3635
 Telephone (949) 582-4664

hereinafter called District, and

Contractor Name Nimble Consulting

Contractor Phone / Fax (949) 547-0498

Contractor Address 2 Windgate, Mission Viejo, CA 92692

hereinafter called Contractor.

The parties agree as follows:

1. The Contractor shall, at times and places designated by the District, perform the following services:
Perform project management, database analysis, design and programming tasks in support of SIS enhancements and SmartSchedule 2.0 projects. Participate in any applicable design team for ongoing FY2016/17 Projects.
2. The Agreement shall be effective from 09/01/2016 to 08/31/2017 and may be modified only by mutual written agreement of the parties. The District shall have the discretion to terminate this Agreement at any time by providing Contractor thirty (30) days prior written notice specifying the date of termination.
3. The District shall pay the Contractor \$134.00 per hour, not to exceed \$270,144. The District will not pay any expenses of the Contractor except as follows: __n/a__. The total amount payable by the District shall not exceed \$270,144. Upon completion of the services and upon a signed invoice acceptable to the District and approved by Jim Gaston or Jim Phaneuf, payment will be made by the District.
4. The District shall not be liable to the Contractor for personal injury or property damage sustained by Contractor in the performance of this Agreement, whether caused by Contractor, the District, its officers, agents or employees, or by any third party. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever arising out of or in any way connected with this Agreement.
5. While performing the service hereunder, the Contractor is an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College.
6. Neither party shall assign this Agreement nor any part thereof without the written consent of the other party.
7. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference any exhibits which are attached hereto and incorporated herein.
8. Contractor shall provide proof of insurance as required by the District.
9. This Agreement shall be governed by the laws of the State of California.

Contractor

South Orange County Community College District

Signature:

Signature:

Print Name: Christian Hira

Print Name: Dr. Debra L. Fitzsimons

Title: Consultant / Owner

Title: Vice Chancellor 949 582-4664

Date:

Date:

Contact Person: Christian Hira 949-547-0498

College Contact Person: Jim Gaston 949-582-4336

Contact Person Phone / Email:

College Contact Person Phone / Email:

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Contract with TimeSaver Systems for Quality Assurance Services

ACTION: Approval

BACKGROUND

SOCCCD has completed the initial implementation of Workday Human Capital Management and Financial software. In order to implement and support these systems, testing services are required.

STATUS

The Workday project team is proposing that TimeSaver Systems provide professional software testing/quality assurance engineering services to fulfill the testing lead services for the project. The professional fees for these services will be based on time spent at rates of \$110 per hour in an amount not to exceed \$129,360 (EXHIBIT A). Funding for these technology services are provided by approved basic aid funding.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees approve the agreement with TimeSaver Systems, EXHIBIT A, for an amount not to exceed \$129,360, for the term of December 1, 2016 to June 30, 2017.

Item Submitted by: *Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services and Dr. Debra Fitzsimons, Vice Chancellor, Business Services*



INDEPENDENT CONTRACTOR AGREEMENT

(short form)

This Agreement is made and entered into this 23rd day of August, 2016 between: Supplier Contract No _____
South Orange County Community College District
28000 Marguerite Parkway, Mission Viejo, California 92692-3635
Telephone (949) 582-4664

hereinafter called District, and

Contractor Name TimeSaver Systems **Contractor Phone / Fax** 949-542-6068

Contractor Address 21 Bahari St. Rancho Mission Viejo, CA 92694

hereinafter called Contractor.

The parties agree as follows:

1. The Contractor shall, at times and places designated by the District, perform the following services:
Consultant will provide professional software testing/quality assurance engineering services to fulfill the testing lead position for the Human Capital Management and Financial Systems Workday Implementation project.
2. The Agreement shall be effective from 12/01/2016 to 06/30/2017 and may be modified only by mutual written agreement of the parties. The District shall have the discretion to terminate this Agreement at any time by providing Contractor thirty (30) days prior written notice specifying the date of termination.
3. The District shall pay the Contractor \$110.00 per hour, not to exceed \$129,360. The District will not pay any expenses of the Contractor except as follows: N/A. The total amount payable by the District shall not exceed \$129,360. Upon completion of the services and upon a signed invoice acceptable to the District and approved by IT Director Jim Phaneuf, payment will be made by the District.
4. The District shall not be liable to the Contractor for personal injury or property damage sustained by Contractor in the performance of this Agreement, whether caused by Contractor, the District, its officers, agents or employees, or by any third party. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever arising out of or in any way connected with this Agreement.
5. While performing the service hereunder, the Contractor is an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College.
6. Neither party shall assign this Agreement nor any part thereof without the written consent of the other party.
7. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference any exhibits which are attached hereto and incorporated herein.
8. Contractor shall provide proof of insurance as required by the District.
9. This Agreement shall be governed by the laws of the State of California.

Contractor

South Orange County Community College District

Signature: _____	Signature: _____
Print Name: Herb Richter	Print Name: Dr. Debra L. Fitzsimons
Title: Workday Consultant	Title: Vice Chancellor, Business Services 949 582-4664
Date: _____	Date: _____
Contact Person: Herb Richter	College Contact Person: _____



INDEPENDENT CONTRACTOR AGREEMENT

(short form)

Contact Person Phone / Email: 949-542-6068

College Contact Person Phone / Email:

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Advanced Technology and Education Park (ATEP) IVC First Building Project and Utilities and Infrastructure, Phase I Project, Testing and Inspection Services Agreement, C.E.M. Lab Corp.

ACTION: Approval

BACKGROUND

On November 25, 2013, the Board of Trustees approved eight firms for a pool from which to draw geotechnical, testing and inspection services for a five year period. When project specific services are necessary, staff provides the pool with a Request for Proposal (RFP).

On June 22, 2015, the Board of Trustees approved the ATEP IVC First Building Design-Build agreement with McCarthy Building Companies, Inc., for a total contract amount of \$16,285,000 and a contract is anticipated to be awarded in September for the ATEP Utilities and Infrastructure, Phase I project.

Testing and Inspection services are required for both ATEP projects.

STATUS

On July 22, 2016, staff received responses from four firms (EXHIBIT A) which district and college staff evaluated using an objective and measured process. Staff recommends that C.E.M. Lab Corp. be engaged for the Testing and Inspection Services Agreement (EXHIBIT B) for the ATEP IVC First Building project and the ATEP Utilities and Infrastructure Phase I Project for a not to exceed amount of \$341,586.

Basic aid funds are available in the approved ATEP IVC First Building project budget of \$23,000,000 and in the approved ATEP Utilities and Infrastructure, Phase I project of \$7,000,000.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees approve the Testing and Inspection Services agreement (EXHIBIT B) with C.E.M. Lab Corp. for the Advanced Technology and Education Park, IVC First Building and Utilities and Infrastructure, Phase I projects for a not to exceed amount of \$341,586.

Request for Proposals
Testing and Inspection Services
ATEP – IVC First Building and Utilities and Infrastructure Phase I Projects
August 22, 2016

<u>COMPANY NAME</u>	<u>CITY</u>	<u>SUBMITTED BY</u>
*C.E.M. Lab Corp.	Irvine, CA	Teri A. Knoll
Koury Engineering & Testing, Inc.	Chino, CA	Michele Shams
Ninyo & Moore	Irvine, CA	Gareth M. Saiki
United Inspection & Testing	Costa Mesa, CA	Dean R. Owens

***Recommended Firm**

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AGREEMENT: TESTING AND INSPECTION SERVICES FOR IVC FIRST BUILDING AND UTILITIES AND INFRASTRUCTURE, PHASE I PROJECTS AT ADVANCED TECHNOLOGY & EDUCATION PARK

This AGREEMENT is hereby made and entered into this 22nd day of August in the year 2016 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and (Name of Testing & Special Inspection Consultant Firm), C.E.M. Lab Corp., 45 Post, Irvine, CA 92618, (949) 502-4130, hereinafter referred to as "CONSULTANT";

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

WHEREAS, DISTRICT desires to obtain Geotechnical and/or Testing & Special Inspection Consultant services for the (Name of Project), hereinafter referred to as "PROJECT" located at "CAMPUS (TBD)" in the DISTRICT; and

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

NOW, THEREFORE, the parties hereto agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES AND RESPONSIBILITIES

- 1.1 **Basic Services.** The CONSULTANT's services shall consist of those services performed by the CONSULTANT and CONSULTANT's employees as enumerated in this AGREEMENT.
- 1.2 **Standard of Care.** The CONSULTANT's services shall be performed in a manner which is consistent with professional skill and care and the orderly progress of the work. The CONSULTANT represents that he/she will follow the standards of his/her profession in performing all services under this AGREEMENT the terms hereof and applicable law, code, rule or regulations. CONSULTANT shall without additional compensation, correct or revise any errors or omissions in its studies, reports, and other services.
- 1.3 **Key Individual Assignment.** The CONSULTANT has been selected to perform the work herein because of the skills and expertise of key individuals. The CONSULTANT shall designate Tony Binaei as Principal Engineer and Project manager, Mohammad Joolazadeh as Principal Geotechnical Engineer, Mehrdad Ganji as Soils Engineer, and Tim Tully and/or Monty Morris as welding inspector(s). So long as their performance continues to be acceptable to the DISTRICT, these named individuals shall remain in their respective positions on the PROJECT. Additionally, the CONSULTANT must furnish the name of all other key people in CONSULTANT's firm that will be associated with the PROJECT.
- 1.4 **Replacement of Key Individual.** If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the DISTRICT, then upon written notice the CONSULTANT will have 10 working days to remove that person from the PROJECT and replace that person with one acceptable to the DISTRICT. A project manager and all lead or key personnel for any SUB-CONSULTANT must also be designated by the CONSULTANT and are subject to all conditions previously stated in this paragraph.
- 1.5 **Relationship of CONSULTANT to Other PROJECT Participants.** CONSULTANT's services hereunder shall be provided in conjunction with contracts between the DISTRICT and: (a) the Architect; (b) the Contractor; (c) the Inspector; (d) Test/Inspection Service Providers; and (e) others providing services in connection

with bidding and/or construction of the PROJECT. The Architect is responsible for the adequacy and sufficiency of the PROJECT design and the contents of Design Documents for the PROJECT. The Architect shall perform its duties in accordance with its contract(s) with the DISTRICT. Except as expressly set forth herein, neither this AGREEMENT, nor CONSULTANT's rendition of services hereunder shall be deemed CONSULTANT's assumption of responsibility for the adequacy or sufficiency of the PROJECT design or the Design Documents for the PROJECT, which are and remain that of the Architect. CONSULTANT shall coordinate all work with DISTRICT consultants as necessary to complete contract requirements.

- 1.6 **Acceptance of Project Schedule.** The CONSULTANT shall accept the DISTRICT's project schedule for the performance of the CONSULTANT's services. The schedule may be adjusted as the PROJECT proceeds by mutual written agreement of the parties and shall include allowances for time required for the DISTRICT's review and for approval by authorities having jurisdiction over the PROJECT. The time limits established by this schedule shall not, except for reasonable cause, be exceeded by the CONSULTANT.

The services covered by this AGREEMENT shall be completed within (TBD) months of the date of this AGREEMENT except for the post construction phase work.

ARTICLE 2 SCOPE OF CONSULTANT'S SERVICES

- 2.1 Scope of professional services are as follows:

a. Testing and Inspection

1. All services required per DSA forms 103 (attached hereto)
2. Plan and specification review
3. Geotechnical site observation, soil placement observation, and soil testing for compliance with Geotechnical investigation Report by Ninyo & Moore dated 11/25/15, DSA approved documents and City of Tustin grading permits.
4. Site observation during construction, including all special inspections required by DSA in form DSA-10.
5. Written daily reporting of on-site activities to project Inspector on a per project basis
6. Project material testing and inspections on site and off site venues
7. Offsite structural steel fabrication inspection
8. Site observation during construction
9. Attend pre-installation meeting when special inspection is required.
10. Review PROJECT requirements, approved submittal and required licenses
11. Concrete, rebar, retaining walls, masonry, reinforcing, welding, steel, high strength bolt, pull test, and all special inspections required by the PROJECT including as required:
 - i. Testing of reinforcing steel (#5 and larger)
 - ii. Batch plant inspection of concrete
 - iii. Take samples of cement and collection of concrete supplier certifications
 - iv. Concrete field testing including slump, temperature, and cylinder collection for subsequent testing
 - v. Continuous inspection for masonry

- vi. Compression testing for concrete cylinders, mortar and grout prisms
- vii. Testing of masonry unit
- viii. Testing and inspection of anchors, bolts, and dowels
- ix. Drilling and testing of masonry cores
- x. Preparation of final affidavits
- xi. Review of steel placement
- xii. Visual field welding inspection
- xiii. Asphalt Testing
- 12. Site Inspection of construction materials and fabrications
- 13. Laboratory and field testing of project materials
- 14. Provide reports to Project Inspector
- 15. Site observation during construction, including all special inspections required by DSA in form DSA-103
- 16. Daily reporting to IOR on a project specific basis
- 17. Post-report consultation, as required on a project specific basis.
- b. Testing and Special Inspections
 - 1. Only the DISTRICT and its authorized representative will have the authority to request services.
 - 2. Unless otherwise agreed in advance and authorized by the DISTRICT, all requests for services must be in writing and must be faxed to the CONSULTANT's office a minimum of 24 hours in advance.
 - 3. A two hour minimum charge will be applied to each request for in-house services and four hours for material testing (i.e. concrete, steel, masonry and welding) services with no travel time included. Where possible, a single trip will be used to address multiple testing issues.
 - 4. Technicians will check in with the DISTRICT's DSA inspector of record at the job site before start of daily work and prior to leaving the site. The technician will submit a field report that will indicate the services performed the amount of time spent, and the number of tests taken.
 - 5. The rates shown on the attached fee schedule shall include the cost of all related equipment.
 - 6. Test samples taken, but not required, may be disposed of by CONSULTANT.
 - 7. An assessment of the billing against the contract amount will be maintained by the CONSULTANT and submitted to the DISTRICT for monthly review with the invoice submittal. If it appears that any testing/inspection line items will be exceeding the planned budget, the CONSULTANT will immediately notify the DISTRICT to review the reasons for the overage and whether any corrective action is appropriate for budget adjustments.

ARTICLE 3 ADDITIONAL CONSULTANT'S SERVICES

- 3.1 The CONSULTANT shall be given additional compensation for the services described in Article 3.
- 3.2 CONSULTANT shall notify the DISTRICT in writing of the need for additional services required due to circumstances beyond the CONSULTANT's control. CONSULTANT shall obtain written authorization from the DISTRICT **before** rendering such services. Compensation for such services shall be compensated based on attached standard hourly rates. Such services shall include:
- a. Coordinating with the design professionals regarding material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of laws, rules or regulations subsequent to the preparation of such documents.
 - b. Providing services required because of significant changes in the PROJECT including, but not limited to, size, quality, complexity, or the DISTRICT's schedule, except for services required under Article 5.
 - c. Coordinating with the design professionals on the preparation of drawings, specifications and other documentation and supporting data, and providing other services in connection with change orders required by causes beyond the control of the CONSULTANT.
 - d. Providing consultation concerning replacement of work damaged by fire and furnishing services required in connection with the replacement of such work.
 - e. Providing services made necessary by the default of the Contractor, by major defects or deficiencies in the work of the Contractor, or by failure of performance of either the DISTRICT or Contractor under the construction contract.
 - f. Providing services in connection with an arbitration proceeding or legal proceeding except where the CONSULTANT is a party thereto.
 - g. Providing services after issuance to the DISTRICT of the final certificate for payment except as provided herein.
 - h. Providing any other services not otherwise included in this AGREEMENT or not customarily furnished in accordance with generally accepted CONSULTANT's practice.

ARTICLE 4 TERM OF SERVICES

- 4.1 **Time is of the Essence.** Time is of the essence in the performance of each Party's obligations under this AGREEMENT, including without limitation CONSULTANT's performance of the service required hereunder and DISTRICT's payment of all sums due to CONSULTANT.
- 4.2 **Term.** Services under this AGREEMENT shall be diligently performed by the CONSULTANT for 14 months. This term shall be extended at no cost to the DISTRICT as result of delays caused directly by CONSULTANT actions. Should services be necessary after the expiration of 14 months of service, they can be provided as Additional Services in accordance with the Billing Rates as provided in Attachment "A". Extensions to the duration of the CONSULTANT services shall be addressed as outlined in Article 3.
- 4.3 **Suspension Notice.** DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension (refer to Article 7).

ARTICLE 5 INDEMNITY AND INSURANCE

- 5.1 **CONSULTANT Indemnity of DISTRICT.** CONSULTANT 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 CONSULTANT's services hereunder or the negligent, willful acts omissions. The Indemnified Parties are: the DISTRICT, the DISTRICT's Board of Trustees and each individual member thereof and the employees, officers, agents and representatives of the DISTRICT. The CONSULTANT's obligations hereunder shall survive termination of this AGREEMENT and the completion of obligations hereunder, until barred by the applicable statute of limitations.

5.2 **Hold Harmless.** To the fullest extent permitted by law, CONSULTANT agrees to indemnify and hold DISTRICT, and its board of Trustees, officers, employees and agents, entirely harmless from all liability arising out of:

- a. **Workers' Comp Claims.** Any and all claims under workers' compensation acts and other employee benefit acts with respect to CONSULTANT's employees or his/her subcontractor's employees arising out of CONSULTANT's work under this AGREEMENT including a waiver of subrogation; and
- b. **CONSULTANT Negligence.** Any and all claims for damages costs and/or charges caused by CONSULTANT'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 CONSULTANT's consultants, 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 CONSULTANT'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.
- c. **Reimbursement for Defense.** Regarding the defense of any claim embraced by CONSULTANT's indemnity, each indemnitee shall control its own defense and at the time of claim resolution CONSULTANT will reimburse the indemnitees for all costs reasonable and appropriately incurred in this regard to the extent of any fault by or attributable to CONSULTANT's negligence and to the extent covered by CONSULTANT's liability insurance.

5.3 **CONSULTANT 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 CONSULTANT and DISTRICT from claims which may arise out of or result from CONSULTANT's actions or inactions relating to the AGREEMENT, whether such actions or inactions be by themselves or by any 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.** CONSULTANT 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 CONSULTANT may be liable. CONSULTANT 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 CONSULTANT. The Employer's Liability Insurance required of CONSULTANT hereunder may be obtained by CONSULTANT as a separate policy of insurance or as an additional coverage under the Worker's Compensation Insurance required to be obtained and maintained by CONSULTANT hereunder.

- b. **Comprehensive general and auto liability.** CONSULTANT shall purchase and maintain Commercial General Liability and Property Insurance as will protect CONSULTANT from the types of claims set forth below which may arise out of or result from CONSULTANT's services under this AGREEMENT and for which CONSULTANT may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than CONSULTANT'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 CONSULTANT, 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 CONSULTANT's obligations under this AGREEMENT; and (vi) for completed operations.
1. CONSULTANT shall purchase and maintain comprehensive general and auto liability insurance with limits of not less than \$1,000,000 combined single limit, bodily injury and property damage liability per occurrence, including:
 2. owned, non-owned and hired vehicles;
 3. blanket contractual;
 4. broad form property damage;
 5. products/completed operations; and
 6. personal injury.
- c. **Professional liability insurance** including contractual liability with limits of \$1,000,000. Such insurance shall be maintained during the term of this AGREEMENT and renewed for a period of at least 5 years thereafter if available to the professional and/or at rates consistent with the time of execution of this AGREEMENT adjusted for inflation. In the event that CONSULTANT subcontracts or assigns any portion of his/her duties, he/she shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph.
- d. **Additional Insured.** Each policy of insurance required in (b) above shall name DISTRICT, District Board of Trustees, District officers, District agents, District employees, and District Contractors as additional insureds and shall state that, with respect to the operations of CONSULTANT 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 30 days written notice shall be given to DISTRICT prior to cancellation; and, shall waive all rights of subrogation. CONSULTANT shall notify DISTRICT in the event of material change in, or failure to renew, each policy.
- 5.4 **State Authorized Insurers.** All policies of insurance required hereunder shall be issued by insurer(s) authorized to issue insurance by the State of California and to the reasonable satisfaction of the DISTRICT. Coverages under each policy of insurance, whether by endorsement or otherwise, shall provide that such policy will not be materially modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the DISTRICT.
- 5.5 **Certificates of Insurance.** Prior to commencing work, CONSULTANT shall deliver to DISTRICT certificates of insurance as evidence of compliance with the requirements herein. In the event CONSULTANT 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

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

- 5.6 **DISTRICT Indemnity of CONSULTANT.** The DISTRICT shall indemnify, defend and hold harmless CONSULTANT from all claims arising out of this AGREEMENT, including without limitation, claims for bodily injury (including death) and physical property damage (other than to the work of the PROJECT itself and property damage covered by a Builders Risk Insurance) which arise out of the negligent or willful acts, work of the omissions. The DISTRICT shall cause the Contractor to indemnify CONSULTANT to the same extent as the DISTRICT is indemnified and to have the CONSULTANT named as an additional insured on all policies associated with the PROJECT.

5.7 **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 CONSULTANT

- 6.1 **Contract Price for Basic Services.** The Contract Price for the CONSULTANT's performance of the Basic Services under this AGREEMENT shall consist of the following Not to Exceed prices:
- | | | | |
|--------|--|------------|------------------------|
| a. | Construction Phase IVC First Building | \$ 241,116 | (Pricing per RFP info) |
| b. | Per Diem for off-site welding inspection (62 days) | \$ 7,440 | (Pricing per RFP info) |
| c. | Travel costs for off-site inspection | \$ 5,000 | |
| d. | Construction Phase Utilities and Infrastructure | \$ 88,030 | (Pricing per RFP info) |
| TOTAL: | | \$ 341,586 | |
- 6.2 **Price Inclusions.** The Contract Price is inclusive of personnel expenses (inclusive of all benefits and burdens), fees and personnel expenses of any sub-consultant or subcontractor to the CONSULTANT, travel for personnel to and from the Site, travel within the Counties of Los Angeles, Orange, Riverside, San Diego, San Bernardino and Ventura, insurance and all other overhead/administrative expenses or costs associated with performance of the Basic Services (not including off-site testing or inspection), except for Allowable Reimbursable Expenses described in this AGREEMENT. At no time shall meals be considered a reimbursable expense.
- 6.3 **CONSULTANT Monthly Billing Statements.** CONSULTANT shall submit monthly billing invoices to the DISTRICT for payment of the Contract Price for Basic Services, authorized Additional Services, and previously approved and allowable Reimbursable Expenses performed or incurred in the prior month in a format previously approved by the DISTRICT. Previously approved and allowable Reimbursable Expenses shall be itemized and evidence shall be provided of the cost or value of any Allowable Reimbursable Expense costs for which payment is requested by CONSULTANT.

- 6.4 **DISTRICT Payment of Contract Price.** Within 30 days of the date of the DISTRICT's receipt of CONSULTANT's billing invoices, DISTRICT will make payment to CONSULTANT of undisputed amounts of the Contract Price due for Basic Services, authorized Additional Services, and Allowable Reimbursable Expenses. No deductions shall be made or withheld from payments due CONSULTANT hereunder on account of any penalty, assessment, liquidated damages or other amounts withheld by the DISTRICT from payment to the Architect or any Contractor.
- 6.5 **Withholding Payment.** The DISTRICT may, however, withhold or deduct from amounts otherwise due CONSULTANT hereunder if CONSULTANT shall fail to timely and completely perform material obligations to be performed on its part under this AGREEMENT, with the amounts withheld or deducted being released after CONSULTANT has fully cured its failure of performance, less costs, damages or losses sustained by the DISTRICT as a result of such failure of performance of a material obligation hereunder.
- 6.6 **Payment in Full.** This compensation shall be compensation in full for all services performed by the CONSULTANT under the terms of this AGREEMENT, except where additional compensation is agreed upon between the CONSULTANT and DISTRICT in writing as provided for as additional services.
- 6.7 **Monthly Payments.** Payments for CONSULTANT services shall be made monthly and, where applicable, shall be 95% of the services performed within each phase of service, on the basis set forth in paragraph 1. 100% payment will be made upon DISTRICT acceptance of each phase.
- 6.8 **Late payments.** Invoices shall be on a form and in the format approved by the DISTRICT. Payments are due and payable upon receipt of the CONSULTANT's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the legal rate prevailing at the time, at the site of the PROJECT.
- 6.9 **Schedule Delay.** To the extent that the time initially established for the completion of CONSULTANT's services is exceeded or extended through no fault of the CONSULTANT, compensation for any services rendered during the additional period of time may be computed as follows: at standard hourly rates. See Attachment (attached with Sample Agreement) or as a fixed fee.
- 6.10 **Reimbursable Expenses** incurred by the CONSULTANT and CONSULTANT's employees and consultants 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 CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT, except reimbursable expenses that have been pre-approved in writing. Expenses may be invoiced during the monthly pay request at cost plus 10% markup.
- a. Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the CONSULTANT and CONSULTANT's employees and consultants 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 (one time authorization for off-site testing or inspection locations); long-distance communications; and fees paid for securing approval of authorities having jurisdiction over the PROJECT. CONSULTANT'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 CONSULTANT and his or her consultants 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 CONSULTANT's Basic Services will be reimbursed.
- f. For reimbursable expenses, compensation shall be computed at a multiple of one point one (1.1) times the expenses incurred by the CONSULTANT, the CONSULTANT's employees and consultants in the interest of the PROJECT. Cost + 10%
- g. For additional services of consultants, compensation shall be computed at a multiple of one point one (1.1) times the amounts billed to the CONSULTANT for such services. Cost + 10%

ARTICLE 7 CONSULTANT'S DOCUMENTS

- 7.1 **DISTRICT Ownership of Documents.** The documents prepared by the CONSULTANT for this PROJECT shall be and remain the property of the DISTRICT pursuant to Education Code Section 17316. Such documents supplied as herein required shall be the property of the DISTRICT whether or not the work for which they were made is executed. CONSULTANT grants to the DISTRICT the right to copy, use, modify, and reuse any and all copyrights and designs embodied in the documents prepared or caused to be prepared by the CONSULTANT pursuant to this AGREEMENT.
- 7.2 **Documentation.** The CONSULTANT shall make a written record of all meetings, conferences, discussions and decisions made between or among the DISTRICT, CONSULTANT 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 CONSULTANT shall provide a draft copy of such record to the DISTRICT for review and comment, make adjustments and provide a final copy to the DISTRICT and a copy to the Contractor upon request.
- 7.3 **Electronic Copy of Documents.** The CONSULTANT shall perform the work under this AGREEMENT and shall deliver electronic copy of all reports and documentation via CD, DVD or flash drive in PDF format upon completion of each of the three phases, design, 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.** CONSULTANT understands and agrees that all matters produced under this AGREEMENT shall become the property of DISTRICT and cannot be used without DISTRICT's express written permission, except CONSULTANT shall distribute copies of his reports to DSA and other parties as required by California Administrative Code, Title 24. DISTRICT shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the DISTRICT. CONSULTANT consents to use of CONSULTANT's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

ARTICLE 8 TERMINATION

- 8.1 **Termination for Convenience.** DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate CONSULTANT only for services satisfactorily rendered to the date of termination. Thirty (30) day written notice by DISTRICT shall be sufficient to stop performance of services by CONSULTANT. Notice shall be considered applicable as of the date established on the termination notice and deemed given when received by the CONSULTANT or no later than 3 days after the day of mailing, whichever is sooner.
- 8.2 **Termination for Cause.** DISTRICT may terminate this AGREEMENT upon giving of written notice of intention to terminate for cause. Cause shall include: (a) material violation of this AGREEMENT by the CONSULTANT; or (b) any act by CONSULTANT exposing the DISTRICT to liability to others for personal injury or property damage; or (c) CONSULTANT is adjudged a bankrupt, CONSULTANT makes a general

assignment for the benefit of creditors or a receiver is appointed on account of CONSULTANT's insolvency. Written notice by DISTRICT shall contain the reasons for such intention to terminate and unless within 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 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 3 days after the day of mailing, whichever is sooner.

- 8.3 **Termination by Either Party**. This AGREEMENT may be terminated without cause by the DISTRICT upon not less than 7 days written notice to the CONSULTANT. This AGREEMENT may be terminated by either party upon not less than 7 days written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.
- 8.4 **Suspension of PROJECT**. The DISTRICT may suspend this AGREEMENT at any time without penalty by written notice to CONSULTANT of such suspension. The Suspension Notice shall set forth the reason for the suspension, the anticipated term of the suspension and shall be provided to the CONSULTANT not less than 15 days prior to the suspension date. If the PROJECT is suspended by the DISTRICT for more than 90 consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to such suspension. When the PROJECT is resumed, the CONSULTANT's compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the CONSULTANT's services.
- 8.5 **Abandonment of PROJECT**. If the DISTRICT abandons the PROJECT for more than ninety consecutive days, the CONSULTANT shall be compensated for services satisfactorily performed prior to the abandonment and CONSULTANT may terminate this AGREEMENT by giving not less than 7 days written notice to the DISTRICT.
- 8.6 **Non Payment**. The DISTRICT's failure to make payments to the CONSULTANT in accordance with this AGREEMENT shall be considered substantial nonperformance and cause for termination by the CONSULTANT.
- a. In the event the DISTRICT fails to make timely payment, the CONSULTANT may, upon 7 days written notice to the DISTRICT, suspend performance of services under this AGREEMENT. Unless payment in full is received by the CONSULTANT within 7 days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the CONSULTANT shall have no liability to the DISTRICT for delay or damage caused the DISTRICT because of such suspension of services.
- 8.7 **CONSULTANT Compensation**. The CONSULTANT shall be compensated for services satisfactorily performed prior to a termination which is not the fault of the CONSULTANT. The DISTRICT shall pay the CONSULTANT only the fee associated with the services provided, since the last billing and up to the notice of termination.
- 8.8 **Liability for DISTRICT Damages**. In the event of termination due to the fault of CONSULTANT, CONSULTANT shall receive compensation due for services satisfactorily rendered prior to the date of termination. The CONSULTANT is liable for all damages suffered by the DISTRICT due to CONSULTANT's failure to perform as provided in the AGREEMENT.

ARTICLE 9 DISPUTES, MEDIATION AND ARBITRATION

- 9.1 **Work to Continue.** In the event of a dispute between the parties as to performance of the work, the interpretation of this AGREEMENT, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, CONSULTANT agrees to continue to diligently perform and provide services hereunder until completion of the work. If the dispute is not resolved, CONSULTANT agrees it will neither rescind this AGREEMENT nor stop the progress of the work. The DISTRICT and CONSULTANT agreed that, in the event that a dispute comes to litigation, each party will bear its own legal expenses.
- 9.2 **Mediation Requirements.** All claims, disputes or controversies arising out of or relating to the PROJECT or to this AGREEMENT or the breach thereof shall be first attempted to be resolved through mediation.
- 9.3 **AGREEMENT Governance.** Unless otherwise provided, this AGREEMENT shall be governed by the law of the state and county where the PROJECT is located.

ARTICLE 10 DISTRICT'S RESPONSIBILITIES

- 10.1 **DISTRICT Provided Information.** The DISTRICT shall provide to the CONSULTANT full information regarding requirements for the PROJECT, including information regarding the DISTRICT's objectives, schedule, constraints and criteria.
- 10.2 **DISTRICT Representative.** The DISTRICT shall appoint a representative authorized to act on the DISTRICT's behalf with respect to the PROJECT. The DISTRICT or its authorized representative shall render decisions in a timely manner pertaining to documents submitted by the CONSULTANT.
- 10.3 **DISTRICT Notification.** The DISTRICT shall give prompt written notice to the CONSULTANT if the DISTRICT becomes aware of any fault or defect in the PROJECT or nonconformance with the construction contract. However, the DISTRICT's failure or omission to do so shall not relieve the CONSULTANT of his/her responsibilities hereunder and the DISTRICT shall have no duty to observe, inspect or investigate the PROJECT.

ARTICLE 11 MISCELLANEOUS

- 11.1 **Affirmative Action.** CONSULTANT agrees that CONSULTANT will not engage in unlawful discrimination in employment of persons because of race, ethnicity, religion, nationality, disability, gender, marital status or age of such persons.
- 11.2 **Compliance with Applicable Laws.** The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT's general right of inspection to secure the satisfactory completion thereof. CONSULTANT agrees to comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable to CONSULTANT, CONSULTANT's business, equipment and personnel engaged in services covered by this AGREEMENT or accruing out of the performance of such services.
- 11.3 **CONSULTANT Accounting Records.** Pursuant to and in accordance with the provisions of Government Code Section 8546.7 or any amendments thereto, all books, records, and files of the DISTRICT and the CONSULTANT, including, but not limited to the costs of administration of this AGREEMENT, shall be subject to examination and audit of the State Auditor at the request of the DISTRICT or as part of any audit of the DISTRICT for a period of 3 years after final payment is made under this AGREEMENT. During this time, CONSULTANT shall maintain accounting records and make them available upon request of the DISTRICT for reproduction or inspection.

11.4 **Cumulative Rights; Non-Waiver.** Duties and obligations imposed by this AGREEMENT and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or inequity. The failure of DISTRICT or CONSULTANT to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT, shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

11.5 **Definitions**

- a. **Contract.** A Contract for Construction awarded by the DISTRICT to a Contractor for the construction of a portion of the PROJECT.
- b. **Contractor.** A Contractor to the DISTRICT under a Contract awarded by the DISTRICT for construction of the PROJECT.
- c. **Design Documents.** The Drawings, Specifications, calculations and other work product and Instruments of Service prepared by or on behalf of the Architect for the PROJECT. Design Documents include surveys, soil reports and other documents prepared for the PROJECT by a licensed Architect or registered Engineer, whether under contract to the Architect or DISTRICT.
- d. **Architect.** The Architect for both projects is Dougherty + Dougherty. References to the Architect include Dougherty + Dougherty and its consultants retained to prepare or provide any portion of the Design Documents.
- e. **Submittals.** Shop Drawings, Product Data or Samples prepared or provided by a Contractor or a Subcontractor to a Contractor or suppliers illustrating some portion of work of the PROJECT.
- f. **Site.** The physical area for construction and activities relating to construction of the PROJECT.
- g. **Construction Contract Documents.** The Contract Documents issued by or on behalf of the DISTRICT under a Contract for construction of the PROJECT. Construction Contract Documents include all modifications issued by or on behalf of the DISTRICT. Unless otherwise expressly stated, references to the Construction Contract Documents are referenced to all of the Contract Documents issued for the Contract awarded for PROJECT construction.
- h. **Substantial Completion.** Substantial Completion is when the Work of a Contract has been completed and installed and the Work can be used or occupied for its intended purposes, subject only to minor corrections, repairs or modifications.
- i. **Final Completion.** Final Completion is when all of the Work of a Contract has been completed and installed (including items noted for correction, repair or modification upon Substantial Completion) and the Contractor has completed all other obligations to be performed on its part under the Contract.

11.6 **Employment with Public Agency.** CONSULTANT, if an employee of another public agency, agrees that CONSULTANT will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT. Additionally, no member, officer or employee of the DISTRICT during tenure or for one year thereafter, shall have any interest direct or indirect, in this AGREEMENT or the proceeds thereof.

11.7 **Full Force of Remaining Contract.** If any term, condition or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions hereof will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

- 11.8 **Governing Law.** This AGREEMENT shall be governed by the laws of the State of California. The duties and obligations of the parties created hereunder are performable in Orange County and such county shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this AGREEMENT.
- 11.9 **Independent Contractor.** CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent contractor. CONSULTANT understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONSULTANT assumes the full responsibility for the acts and/or omissions of his or her employees or agents as they relate to the services to be provided under this AGREEMENT. CONSULTANT shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for the respective CONSULTANT's employees.
- 11.10 **Marginal Headings; Captions.** The titles of the various Paragraphs of the AGREEMENT and the Articles of these Conditions are for convenience of reference only and are not intended to and in no way shall enlarge or diminish the rights or obligations of CONSULTANT and DISTRICT hereunder.
- 11.11 **Non-Assignment.** The obligations of the CONSULTANT pursuant to this AGREEMENT shall not be assigned by the CONSULTANT. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against either the DISTRICT or CONSULTANT. The sale or transfer of a majority membership interest in CONSULTANT firm or the admission of new member to the CONSULTANT firm which causes there to be a change in majority ownership and/or control of CONSULTANT firm shall be deemed and assignment for purposes of this AGREEMENT. Nothing contained in this AGREEMENT is intended to make any person or entity who is not a signatory to the AGREEMENT a third party beneficiary of any right created by the AGREEMENT or by operation of law.
- 11.12 **Permits/Licenses.** CONSULTANT and all CONSULTANT's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with the furnishing of services pursuant to this AGREEMENT.
- 11.13 **Notifications.** All notices or demands to be given under this AGREEMENT by either party to the other shall be in writing and given either by: (a) personal service or (b) by U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served requiring signature acknowledging receipt, or if mailed, on the third day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section.
- 11.14 **Communications** between the parties shall be sent to the following addresses:
- | | |
|--|--|
| DISTRICT | CONSULTANT |
| Mary Opel | Tony Binaei |
| Project Manager | President |
| South Orange County | C.E.M. Lab Corp. |
| Community College District | 45 Post |
| 28000 Marguerite Parkway | |
| Mission Viejo, CA 92692 | Irvine, CA 92618 |
| mopel@socccd.edu | tony@cemlabcorp.com |

COPY
Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services
South Orange County
Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692
dfitzsimons@socccd.edu

11.15 **Entire Agreement/Amendment.** This AGREEMENT and the parameters identified in reference documents listed below hereto represent the entire AGREEMENT between the DISTRICT and CONSULTANT and supersede all prior negotiations, representations or agreements, either written or oral with respect to the services contemplated. This AGREEMENT may be amended or modified only by an agreement in writing signed by both the DISTRICT and the CONSULTANT.

- a. DSA Form 103 for ATEP Utilities and Infrastructure dated 6/7/16
- b. DSA Form 103 for ATEP IVC First Building – Increment 1 dated 6/2/16
- c. DSA Form 103 for ATEP IVC First Building – Increment 2 dated 3/3/16
- d. Geotechnical Investigation Report by Ninyo & Moore dated 11/25/15
- e. C.E.M. Lab Corp. unit price sheet

11.16 **Binding Agreement.** The DISTRICT and CONSULTANT, respectively, bind themselves, their partners, officers, successors, assigns and legal representatives to the other party to this AGREEMENT with respect to the terms of this AGREEMENT.

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

“DISTRICT”

“CONSULTANT”

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

C.E.M. Lab Corp.

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Tony Binaei
President

(Date)

(Date)

83-0338599
(Taxpayer number)

ATTACHMENT A Hourly Rate

ATTACHMENT B Schedule of Fees for Laboratory Rates

Reference Documents

- DSA Form 103 for ATEP Utilities and Infrastructure dated 6/7/16
- DSA Form 103 for ATEP IVC First Building – Increment 1 dated 6/2/16
- DSA Form 103 for ATEP IVC First Building – Increment 2 dated 3/3/16
- Ninyo & Moore Geotech report dated 11/25/15
- ATEP Utilities and Infrastructure DSA approved plans dated 6/7/16
- ATEP IVC First Building – Increment 1 DSA approved plans dated 6/2/16
- ATEP IVC First Building – Increment 2 DSA approved plans

ATTACHMENT A
Hourly Rates

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

<u>CONSULTANT Services</u>	<u>Fee Per Hour</u>
Principal Civil Engineer	\$145.00
Principal Geotechnical Engineer	\$145.00
Civil Engineer	\$135.00
Soils Engineer	\$135.00
Principal Geologist	\$135.00
Geologist	\$120.00
Non-Destructive Examination Technician, UT,MT,LP	\$ 85.00
ACI Concrete Technician	\$ 82.00
Reinforced Concrete Inspector	\$ 82.00
Asphalt Special Inspector	\$ 82.00
Masonry Special Inspector	\$ 82.00
Welding Special Inspector	\$ 82.00
Bolting Special Inspector	\$ 82.00
Steel Special Inspector	\$ 82.00
Fireproofing Special Inspector	\$ 82.00
Coring Technician with Machine	\$125.00 / core
Technician with Anchor Load Test Equipment	\$ 85.00
Vapor Emission Kit	\$325.00/kit
Soil Technician with Nuclear Gauge	\$82.00
Clerical	\$ 55.00

ATTACHMENT B

**Schedule of Fees for Laboratory Testing****Soils**

Atterberg Limits, D 4318, CT 204	\$135
California Bearing Ratio (CBR), D 1883	\$365
Chloride and Sulfate Content, CT 417 & CT 422	\$ 80
Consolidation, D 2435, CT 219	\$190
Consolidation – Time Rate, D 2435, CT 219	\$250
Direct Shear – Undisturbed, D 3080, CT 222	\$ 90
Direct Shear – Remolded, D 3080, CT 222	\$100
Durability Index, CT 229	\$ 95
Expansion Index, D 4829, UBC 18-2	\$100
Expansion Potential (Method A), D 4546	\$ 90
Expansive Pressure (Method C), D 4546	\$ 90
Geofabric Tensile and Elongation Test, D 4632	\$125
Hydraulic Conductivity, D 5084	\$ 95
Hydrometer Analysis, D 422, CT 203	\$125
Double Hydrometer Analysis, D 422, CT 203	\$185
Maximum Density D 1557, D 698, CT 216, & AASHTO T-180	\$150
(Rock corrections add \$10)	
Moisture, Ash, & Organic Matter of Peat/Organic Soils	\$ 50
Moisture Only, D 2216, CT 226	\$ 10
Moisture and Density, D 2937	\$ 20
Permeability, CH, D 2434, CT 220	\$165
pH and Resistivity, CT 643	\$ 45
R-value, D 2844, CT 301	\$250
Sand Equivalent, D 2419, CT 217	\$ 75
Sieve Analysis, D 422, CT 202	\$ 75
Sieve Analysis, 200 Wash, D 1140, CT 202	\$115
Specific Gravity, D 854	\$ 90
Triaxial Shear, C.U., three points, CT 230	\$300
Triaxial Shear, C.U., three points, D 4767, CT 230	\$600
Triaxial Shear, U.U., one point, D 2850, CT 230	\$ 65
Unconfined Compression, D 2166, CT 221	\$240
Wax Density, D 1188	\$ 85

Roofing

Built-up Roofing, cut-out samples, D 2829	\$ 40
Roofing Materials Analysis, D 2829	\$ 55
Roofing Tile Absorption, (set of 5), UBC 15-5	\$ 45
Roofing Tile Strength Test, (set of 5), UBC 15-5	\$ 55

Masonry

Brick Absorption, 24-hour submersion, C 67	\$ 45
Brick Absorption, 5-hour boiling, C 67	\$ 65
Brick Absorption, 7-day, C 67	\$ 45
Brick Compression Test, C 67	\$ 50
Brick Efflorescence, C 67	\$ 55
Brick Modulus of Rupture, C 67	\$ 55
Brick Moisture as received, C 67	\$ 35
Brick Saturation Coefficient, C 67	\$ 50
Concrete Block Conformance Package, C 90	\$135
Concrete Block Linear Shrinkage, C 426	\$ 55
Concrete Block Unit Weight and Absorption, C 140	\$ 55
Cores, Compression or Shear Bond, CA Code	\$ 65
Masonry Grout, 3x3x6 prism compression, UBC 21-18	\$ 20
Masonry Mortar, 2x4 cylinder compression, UBC 21-18	\$ 20
Masonry Prism, over size, compression, UBC 21-17	\$125
Masonry Prism, half size, compression, UBC 21-17	\$ 85

Concrete

Cement Analysis Chemical and Physical, C 109	\$130
Compression Tests, 6x12 Cylinder, C 39	\$ 20
Concrete Mix Design Review, Job Spec	\$ 45
Concrete Mix Design, per Trial Batch, 6 cylinder, ACI	\$125
Concrete Cores, Compression (excludes sampling), C 42	\$ 25
Drying Shrinkage, C 157	\$ 65
Flexural Test, C 78	\$ 55
Flexural Test, C 293	\$ 65
Flexural Test, CT 523	\$ 75
Gunite/Shotcrete, Panels, 3 cut cores per panel and test	\$165
Lightweight Concrete Fill, Compression, C 495	\$ 25
Petrographic Analysis, C 856	\$115
Splitting Tensile Strength, C 496	\$ 65

Reinforcing and Structural Steel

Fireproofing Density Test, UBC 7-6	\$ 45
Hardness Test, Rockwell, A-370	\$ 45
High Strength Bolt, Nut & Washer Conformance, set, A-32	\$ 55
Mechanically Spliced Reinforcing Tensile Test, ACI	\$ 75
Pre-Stress Strand (7 wire), A 416	\$135
Chemical Analysis, A-36, A-615	\$ 45
Reinforcing Tensile or Bend up to No. 6, A 615 & A 706	\$ 25
Reinforcing Tensile or Bend up to No. 7 to 11, A 615 & A 706	\$ 45
Structural Steel Tensile Test: Up to 200,000 lbs.	
(machining extra), A 370	\$ 60
Welded Reinforcing Tensile Test: Up to No. 11 bars, ACI	\$ 65

Asphalt Concrete

Asphalt Mix Design, Caltrans	\$ 95
Asphalt Mix Design Review, Job Spec	\$ 55
Extraction, % Asphalt, including Gradation, D 2172, CT 310	\$135
Film Stripping, CT 302	\$145
Hveem Stability and Unit Weight CTM or ASTM, CT 366	\$100
Marshall Stability, Flow and Unit Weight, T-245	\$200
Maximum Theoretical Unit Weight, D 2041	\$ 95
Swell, CT 305	\$ 95
Unit Weight sample or core, D 2726, CT 308	\$235

Aggregates

Absorption, Coarse, C 127	\$ 80
Absorption, Fine, C 128	\$100
Clay Lumps and Friable Particles, C 142	\$ 90
Cleanliness Value, CT 227	\$140
Crushed Particles, CT 205	\$ 90
Durability, Coarse, CT 229	\$135
Durability, Fine, CT 229	\$125
Los Angeles Abrasion, C 131 or C 535	\$135
Mortar making properties of fine aggregate, C 87	\$ 95
Organic Impurities, C 40	\$ 45
Potential Reactivity of Aggregate (Chemical Method), C 289	\$180
Sand Equivalent, CT 217	\$ 90
Sieve Analysis, Coarse Aggregate, C 136	\$130
Sieve Analysis, Fine Aggregate (including wash), C 136	\$ 80
Sodium Sulfate Soundness (per size fraction), C 88	\$450
Specific Gravity, Coarse, C 127	\$ 70
Specific Gravity, Fine, C 128	\$ 75
Nuclear Gauge	\$25 / Day

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Transfer of Budget Appropriations

ACTION: Approval

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 June 30, 2016 and in accordance with Administrative Regulation 3101, the Transfer of Budget Appropriations are summarized on EXHIBIT A and presented for ratification.

RECOMMENDATION

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

TRANSFER OF BUDGET APPROPRIATIONS SUMMARY

For the period ended June 30, 2016

General Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
1000	Academic Salaries		\$3,532,295
2000	Classified Salaries		\$642,089
3000	Fringe Benefits		\$566,443
4000	Books and Supplies		\$15,730
5000	Other Operating Expenses & Services	\$4,978,468	
6000	Capital Outlay		\$46,850
7000	Other Outgo		\$175,061
Total Transfers - General Fund		<u>\$4,978,468</u>	<u>\$4,978,468</u>

Child Development Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
4000	Books and Supplies		\$250
5000	Other Operating Expenses & Services	\$250	
Total Transfers - Child Development Fund		<u>\$250</u>	<u>\$250</u>

Capital Outlay Fund

<u>Account</u>	<u>Description</u>	<u>From</u>	<u>To</u>
2000	Classified Salaries		\$698,515
3000	Fringe Benefits		\$320,000
5000	Other Operating Expenses & Services		\$180,444
6000	Capital Outlay	\$2,084,227	
7000	Other Outgo		\$885,268
Total Transfers - Capital Outlay Fund		<u>\$2,084,227</u>	<u>\$2,084,227</u>

Total Transfers		<u>\$7,062,945</u>	<u>\$7,062,945</u>
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TO: Board of Trustees**FROM:** Dr. Debra L. Fitzsimons, Acting Chancellor**RE:** SOCCCD: July and August 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.	<u>Kitchell CEM, Inc.</u> Saddleback College Sciences Building Project – Construction Management Services Amendment No. 3 – For extension of construction management services through September 16, 2016. SOCCCD	\$93,436.00	\$1,546,694.00
B.	<u>Swinerton Builders</u> Irvine Valley College Liberal Arts Building Project – Construction Services Change Order No. 9 – For project additions and deletions to the general contractor's contract. SOCCCD	\$26,778.00	\$9,312,263.00
C.	<u>ELB US, Inc.</u> Irvine Valley College Liberal Arts Building Project - Construction Services Change Order No. 1 – For project additions and deletions to the contractor's contract. SOCCCD	(\$4,629.74)	\$96,097.64

**AMENDMENT NO. 3
TO CONSTRUCTION MANAGEMENT SERVICES AGREEMENT
FOR
SCIENCES BUILDING PROJECT
SADDLEBACK COLLEGE**

July 13, 2016

THIS AMENDMENT shall modify the original agreement dated December 17, 2013 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Kitchell CEM, Inc., 940 South Coast Drive #115, Costa Mesa, CA 92629, 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 V, paragraph 1 establishes the compensation of the agreement at a total contract value of \$1,172,950; and

WHEREAS, on October 26, 2015, the board approved Amendment No. 1 for an increase in length of services from 25 months (January 16, 2016) to 29 months (May 16, 2016) in the amount of \$186,872, and on June 27, 2016, the board approved Amendment No. 2 for an increase in length of services from 29 months (May 16, 2016) to 31 months (July 16, 2016) in the amount of \$93,436; and

WHEREAS, the length of services has increased for two additional months on the Sciences Building project for a total amount of \$93,436; and

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

Modify Article I, paragraph 6 to read, "The services covered by this AGREEMENT shall be completed within 33 months (September 16, 2016) of the date of this AGREEMENT except for the post construction phase work to obtain DSA certification."

PROVIDE ADDITIONAL CONSTRUCTION MANAGEMENT SERVICES

Original Contract Amount:	\$1,172,950
Amendment No. 1	\$ 186,872
Amendment No. 2	\$ 93,436
Amendment No. 3	<u>\$ 93,436</u>

Total Contract Amount \$1,546,694

IN WITNESS HEREOF, the Parties have executed this Amendment No. 3 as of the date set forth above.

"DISTRICT"

South Orange County Community College District

"CONSULTANT"

Kitchell CEM, Inc.

By: _____

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

Date: _____

8/4/16

By: _____

Russell A. Fox
President

Date: _____

7/20/16

IVC Liberal Arts Building Project

Bid No. 307

Board Change Order No. 9

August 22, 2016

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR No.9 Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal. days)
307	Design Build	Swinerton Builders		\$8,850,000	\$435,485	\$26,778	\$9,312,263	82
			TOTAL	\$8,850,000	0		\$9,312,263	

COR No.	Date	Description	Requested	Status	Amount	Time Extension
N/A	8/3/16	FO.50 - Backcharge for IOR overtime	District	Approved	(\$13,163)	0
42	8/3/16	FO.51r1 - Delete install of projectors	District	Approved	(\$560)	0
41	8/3/16	FO.53 - Dispose excess soil offsite	District	Approved	\$4,992	0
40	8/3/16	FO.54 - Testing of all windows per ASTM 1105	District	Approved	\$33,861	0
44	8/15/16	FO. - Connect roof drain to storm drain	District	Approved	\$1,400	0
45	8/6/16	FO.56 - Hand water during power outage	District	Approved	\$1,149	0
47	8/15/16	FO. - Install valve water boxes	District	Approved	\$958	0
48	8/4/16	FO.57 - Add wood trim at lobby ceiling	District	Approved	\$498	0
49	8/4/16	FO. - Additional Mock-Up Window Shade	District	Approved	\$1,791	0
50	8/15/16	FO. - Lower reclaimed water line	District	Approved	\$1,659	0
51	8/8/16	Unforeseen Water line	District	Approved	\$2,559	0
52	8/11/16	Unforeseen Electrical	District	Approved	\$3,218	0
SA*	8/15/16	FO.52 - Delete 37 Wireless Access Points	District	Approved	(\$5,604)	0
SA*	8/15/16	FO. - Delete Glvanized fence rail	District	Approved	(\$5,981)	0
					\$26,778	0

SA* Resolved during settlement agreement negotiations

IVC Liberal Arts Building Project
 Bid No. 327
 Board Change Order No. 1

August 22, 2016

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal. days)
327	AV	ELB US, Inc. 415 Boulder Court, Suite 100 Pleasanton, Ca. 94566		\$100,727	\$0	(4,629.74)	\$96,097.64	0
			TOTAL	100,727			\$96,097.64	16

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	7/12/16	District provided equipment was removed from contract, added HDMI inputs for net decrease	District	Approved	(\$4,629.74)	0
		Completion date extended due to podium delay			\$0	16
					\$0	0
		TOTAL THIS CHANGE ORDER REQUEST			(\$4,629.74)	16

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Purchase Orders and Checks

ACTION: Approval

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 \$40,548,439.57 and an additional 709 purchase orders below \$5,000 amounting to \$858,777.43 for a combined total of \$41,407,217.00 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 1,369 checks in the amount of \$11,999,021.14 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C).

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees ratify the purchase orders and checks in EXHIBIT A through EXHIBIT C.



South Orange County Community College District

EXHIBIT A
Page 1 of 3

Purchase Order Ratification (Supplier)

June 29, 2016 through August 2, 2016

PO Number	Supplier	Description	Amount
P175002	ACCJC - Events	ACCJC FY16-17 annual dues	32,515.00
P175796	Ad Club Advertising Service	Advertising for FY16-17 employee recruitments	100,000.00
P175068	Airgas USA, LLC	Supplies for swimming pool	5,000.00
P175573	Alameda County Schools Insurance Group	Delta Dental Benefits FY 16-17	1,999,494.00
P175574	Alameda County Schools Insurance Group	Vision Services Benefits FY 16-17	582,474.00
P175571	Alameda County Schools Insurance Group	Delta Dental Benefits FY 16-17	337,857.00
P175572	Alameda County Schools Insurance Group	Vision Services Benefits FY 16-17	84,582.00
P175032	Alert Services, Inc.	Athletic Training supplies	9,807.15
P175106	All Season Soccer	Men's Soccer supplies	12,208.32
P175643	Allsteel, Inc. c/o Quality Office Furnishings	Office furniture - AANAPISI Grant	14,512.35
P175839	Allsteel, Inc. c/o Quality Office Furnishings	New workstations - Fiscal Services	6,845.85
P175231	American Chemical & Sanitary Supply	Janitorial supplies Saddleback College	8,118.28
P175523	Apple Computer, Inc.	iPads for SC Student Services	7,431.19
P175186	Asics America Corporation	Women's Volleyball uniforms	6,292.02
P175929	Assessment Technologies Institute	60 TEAS V computer tests for nursing students	5,346.00
P175921	AT&T	FY 16-17 telephone service	33,000.00
P175110	AT&T Mobility Government Sales	FY 16-17 telephone service	105,000.00
P175617	B & H Photo	Printer supplies	10,043.54
P175397	B & H Photo	Printer supplies	8,118.79
P175699	Bang Printing	FY16-17 IVC catalogs	5,720.76
P175568	Boundless Network, Inc.	School survival kits	8,353.60
P175147	BSN Sports LLC	Women's Soccer uniforms	12,554.22
P175018	BSN Sports LLC	Gym equipment for the IVC Athletics	5,453.60
P175823	Community College League of California	Institutional membership renewal FY16-17	49,429.00
P175113	Constellation Newenergy	Natural gas supply for FY16-17	500,000.00
P175209	County of Orange Auditor-Controller	Parking citation surcharges	125,000.00
P175306	County of Orange Auditor-Controller	Parking citation surcharges	84,000.00
P175307	County of Orange Auditor-Controller	Communication charges for 800 MHZ for Campus	10,000.00
P175295	Delta Biologicals	Preserved cats for BIO 11	10,133.10
P175760	Department of Justice Accounting Office	DOJ fingerprinting fees for LiveScan	65,000.00
P174898	Diversified Business Services	Promotional materials for Community Education	13,430.32
P174875	Diversified Business Services	Promotional materials for Community Education	11,991.00
P175923	Division of the State Architect	SC - PE 200 bleachers project	17,315.29
P175096	Ds Waters of America, Inc.	Bottled water service	25,000.00
P175463	Dunn-Edwards Corporation	Paint supplies	5,000.00
P175148	Eastbay Team Sports	Women's Basketball uniforms	8,359.35
P175660	Economic Alternatives, Inc.	Annual HVAC - chemical treatment	7,046.04
P175320	Education Advisory Board	Membership fees for FY15-16	35,175.00
P175817	Eplus Technology, Inc.	Equipment for Language Arts Building	28,169.64
P175498	Ewing Irrigation Products	Annual irrigation supplies FY16-17	11,014.21
P175485	Federal Express	Federal Express charges for the District, SC and IVC	20,000.00
P175152	Fisher Scientific Company, LLC	IVC Biology Supplies Bid Renewal	11,909.74
P175670	Florence Filter Corporation	Annual HVAC supplies - SC FY16-17	5,804.78
P175393	Fry's Electronics	Supplies for SC Technology	6,000.00
P175239	Gale Supply Company	SC Janitorial Supplies - BID 337D	37,341.00
P175960	Garaventa (Canada) Ltd.	Evacu-Trac evacuation chairs	5,541.00
P175677	George T. Hall	SC HVAC Annual Supplies	20,956.99
P175955	Glaxo Smith Kline (Gsk)	Vaccinations medical supplies	5,000.00
P175844	GovConnection, Inc.	Laptops-ATEP	46,719.29
P175687	Grace Training Supply	Grace Kits for Nursing Students Fall 2016	21,653.00
P175549	Graybar Electric Company	Patch cables for wireless project	6,402.70
P175279	Grp2 Uniforms, Inc.	Uniforms and supplies for Police Department	9,000.00
P175286	Grp2 Uniforms, Inc.	Uniforms	8,000.00
P174952	Home Depot Mission Viejo Store #614	Supplies for Maintenance/Grounds supplies	5,000.00
P175380	Home Depot Mission Viejo Store #614	FY16-17 Theatre Arts Supplies	5,000.00
P175331	Horizon	SC Grounds Annual supplies	11,495.01
P175551	Hyatt Legal	Hyatt Legal Benefits for FY16-17	108,533.00
P175719	Ingardia Brothers Produce, Inc.	Grocery supplies for Culinary Arts	18,000.00
P175843	Irvine Ranch Water District	FY16-17 annual water service	192,048.00
P175195	Irvine Valley College Bookstore	IVC EOPS Bookstore billing FY16-17	120,000.00
P175500	Irvine Valley College Bookstore	IVC Student Planner FY16-17	8,096.76
P175274	Irvine Valley College Bookstore	Summer Bridge Program instructional supplies	7,820.84



South Orange County Community College District

EXHIBIT A
Page 2 of 3

Purchase Order Ratification (Supplier)

June 29, 2016 through August 2, 2016

PO Number	Supplier	Description	Amount
P175194	Irvine Valley College Bookstore	IVC CARE Bookstore billing for FY 16-17	5,000.00
P175531	Keenan & Associates	Hiscox Cyber liability insurance	64,321.85
P175171	Kelly Paper	Specialty paper for Copy Center	14,000.00
P175753	Lighting Supply, Inc.	SC Annual electrical supplies FY16-17	6,612.75
P174882	Medco Supply Company	Athletic Training supplies	8,577.52
P175815	Meridian It, Inc.	Server storage replacement/refresh project	279,543.57
P175464	Micro Center	Supplies for IVC Technology	7,000.00
P175389	Moore Medical, LLC	Medical supplies for IVC HWC	5,000.00
P175108	Moulton-Niguel Water District	Utility water services	200,000.00
P174996	O.C. Treasurer-Tax Collector	Partnership cost for police radios	10,648.00
P175390	OfficeMax	Office supplies FY16-17 Health Center	5,000.00
P175378	OfficeMax A Boise Company	Office supplies FY16-17 Gen Fund	475,000.00
P175376	OfficeMax A Boise Company	Office supplies for FY16-17 SC Comm. Ed.	10,000.00
P175375	OfficeMax A Boise Company	Office supplies for FY16-17 Child Dev	9,000.00
P175392	OfficeMax A Boise Company	Office supplies FY 16-17 ASG	8,000.00
P175824	OfficeMax Incorporated	Office supplies FY 16-17 Capital Outlay	5,000.00
P175254	Orange Empire Conference	Membership Dues IVC FY16-17	5,500.00
P175460	Orange Empire Conference	Membership Dues SC FY 16-17	5,500.00
P175401	Pacific Coachways Charter Services, Inc.	Bus rental for the IVC Athletic Programs	56,000.00
P175280	Pacific Coachways Charter Services, Inc.	Bus rental for Emeritus Programs	10,000.00
P175679	Pacwest Air Filter, LLC	HVAC supplies	8,539.50
P175499	Parkhouse Tire, Inc.	Transportation supplies	5,534.56
P175691	Parkway Lawnmower Shop	SC Grounds supplies FY16-17	19,622.61
P175910	PCMG, Inc.	Computers, scanners and printers-IVC Counseling	71,912.77
P175270	Pips c/o Keenan & Associates	Workers' Compensation Insurance FY16-17	1,809,430.00
P175466	PJ Printers	Printing WALL Literary Journal	6,500.00
P175116	Quality Office Furnishings, Inc.	BSTIC 209 classroom furniture	83,379.33
P175009	Quality Office Furnishings, Inc.	Labor and furniture for Counseling Services	11,106.00
P175010	Quality Office Furnishings, Inc.	Labor and furniture for Library Open Study Area	10,150.00
P175644	Quality Office Furnishings, Inc.	Office furniture - AANAPISI Grant	7,901.14
P175870	Questyme USA	UPS replacements for Saddleback MDF	11,769.69
P175846	Rdo Water, LLC	SC Grounds supplies FY16-17	21,491.32
P175552	Reliance Standard Life Insurance	Life Insurance Benefits for FY 16-17	358,333.00
P175553	Reliance Standard Life Insurance	Long-Term Disability Benefits for FY 16-17	207,745.00
P175069	Resilient Communications Inc.	Cisco Telecom System annual maintenance	185,730.33
P175587	Ricoh Usa Corp	Annual Service for Kodak EX 125	17,500.00
P175593	Riddell All American	Football team equipment	7,993.92
P175841	S & B Foods Catering Division	IVC President's Office annual special events	6,000.00
P175469	Saddleback Bookstore	Fall 16 Student Equity Plan Book Voucher Program	60,000.00
P175911	Safeway, Inc.	Food supplies for Saddleback CDC FY16-17	6,450.00
P175717	Safeway, Inc.	Grocery supplies for Culinary Arts	5,000.00
P175111	San Diego Gas & Electric	Electric service for FY16-17	1,200,000.00
P175079	Sapphire Catering	Refreshments for Board of Trustees meetings	7,000.00
P175310	Sehi Computer Products	Laptops-SC	14,999.04
P175629	Sehi Computer Products	Scanners-Human Resources	5,880.60
P175676	Sierra Soil, Inc.	SC Grounds supplies FY16-17	8,841.60
P175538	Sisc III Health Benefits	SISC Benefits FY16-17	21,749,140.00
P175583	Sisc III Health Benefits	Retiree Benefits FY16-17	4,889,582.00
P175775	Smardan Supply	SC Plumbing supplies FY16-17	7,872.89
P175718	Smart & Final	Grocery supplies for Culinary Arts classes	15,000.00
P175285	Smart & Final	Food supplies for the Saddleback College CDC	5,000.00
P175554	Smart Levels Media	Contract printing	12,000.00
P175003	Soccerloco	Women's Soccer team uniforms and supplies	8,163.34
P175937	South Orange County Economic Coalition	FY16-17 Membership for SOCEC	5,000.00
P175842	Southern California Edison Company	FY16-17 annual electric service	1,310,240.00
P175112	Southern California Gas Company	Natural gas transportation service FY16-17	250,000.00
P175922	Southern California Gas Company	FY16-17 annual gas service	75,000.00
P175109	Southern Counties Oil Company	Fuel for transportation	60,000.00
P174977	Southwest Offset Printing Company	Printing of Emeritus Fall 2016 Schedule	6,063.00
P175462	SWACC	Property & Liability insurance FY 16-17	914,839.00
P175650	Systems Source, Inc.	Adult Education SC - office furniture	6,871.67
P175165	Taylor Brothers Door Lock, LLC	Nightlock door lockdown devices	34,396.76
P175927	The Music Stand	Musical instruments	6,685.20



South Orange County Community College District

EXHIBIT A
Page 3 of 3

Purchase Order Ratification (Supplier)

June 29, 2016 through August 2, 2016

<u>PO</u>			
<u>Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P175172	Totty Printing	Articulation Advisement Sheet FY 16-17	5,000.00
P175635	Traffic Management, Inc.	Traffic and parking Supplies	6,500.00
P175829	Tuttle-Click Ford	Campus Police vehicle	28,896.59
P175742	Uline, Inc.	Supplies for the IVC Performing Arts Center	6,000.00
P175550	Unum Life Insurance Company	UNUM Long Term Care Benefits FY 16-17	86,240.00
P175001	Us Foods Culinary Equipment & Supplies	Food supplies for the IVC CDC	11,600.00
P175525	Veritiv Operating Company	SC Annual custodial supplies	38,646.72
P175236	Veritiv Operating Company	SC Janitorial supplies	29,271.59
P175871	Vista Paint	SC Annual grounds supplies	9,992.16
P175526	Wells Fargo #2785	Google AdWords marketing campaign Fall 2016	10,000.00
P175963	Wells Fargo #6711 (District)	Student registration credit card fees Shift 4	10,000.00
P175924	West Coast Lights & Sirens	Equipment to outfit police vehicle	12,228.86
P175751	West-Lite Supply Company	SC Annual electrical supplies FY16-17	15,808.52
P174936	Xerox Corporation	Lease/Maintenance on Xerox copiers	109,977.84
P175835	Xerox Corporation	FY16-17 Student Print Solution IVC & SC	84,000.00
P175615	Xerox Corporation	FY16-17 Campus printers for IVC	63,000.00
P174937	Xerox Corporation	FY16-17 SC Copy Center Maintenance	55,600.00
P175074	Xerox Corporation	FY16-17 Copier maintenance for Chancellor's Office	22,000.00
P175142	Xerox Corporation	FY16-17 IVC Duplicating Center maintenance	21,000.00
P175893	Xerox Corporation	Xerox copier for Language Arts Building	17,777.88
P174899	Xerox Corporation	60 Month Lease Xerox W7970P Human Resources	14,203.32
P175399	Xerox Corporation	FY16-17 Copier maintenance for IVC Copy Center	8,800.00
P174938	Xerox Corporation	FY16-17 Copier maintenance for Facilities	8,500.00
P175098	Xerox Corporation	FY 16-17 Copier maintenance for SC Comm. Ed.	8,400.00
P175093	Xerox Corporation	FY 16-17 ATEP Copier maintenance	7,000.00
P175321	Xerox Corporation	Pharos station/kiosk for student print	6,755.40
P175226	Xerox Corporation	FY16-17 Copier maintenance for Accounting	6,050.00
P175228	Xerox Corporation	FY16-17 Copier maintenance for Payroll	5,710.00
P174939	Xerox Corporation	FY16-17 Copier maintenance for SC Maintenance	5,500.00
P175114	Xerox Corporation	Blanket PO for Copier Supplies	5,000.00
P175702	Yale/Chase Equipment and Services, Inc.	Parts/repair/supplies for forklift /delivery vehicles	7,500.00
P175492	YBP Library Services	Book purchases for IVC Library FY 16-17	30,000.00
Total Purchase Orders Over \$5,000			40,548,439.57
709 Purchase Orders Under \$5,000			858,777.43
TOTAL PURCHASE ORDERS			41,407,217.00



South Orange County Community College District

EXHIBIT B
Page 1 of 3

Purchase Order Ratification (Amount)

June 29, 2016 through August 2, 2016

PO Number	Supplier	Description	Amount
P175538	Sisc III Health Benefits	SISC Benefits FY16-17	21,749,140.00
P175583	Sisc III Health Benefits	Retiree Benefits FY16-17	4,889,582.00
P175573	Alameda County Schools Insurance Group	Delta Dental Benefits FY 16-17	1,999,494.00
P175270	Pips c/o Keenan & Associates	Workers' Compensation Insurance FY16-17	1,809,430.00
P175842	Southern California Edison Company	FY16-17 annual electric service	1,310,240.00
P175111	San Diego Gas & Electric	Electric service for FY16-17	1,200,000.00
P175462	SWACC	Property & Liability Insurance FY 16-17	914,839.00
P175574	Alameda County Schools Insurance Group	Vision Services Benefits FY 16-17	582,474.00
P175113	Constellation Newenergy	Natural gas supply for FY16-17	500,000.00
P175378	OfficeMax A Boise Company	Office supplies FY16-17 Gen Fund	475,000.00
P175552	Reliance Standard Life Insurance	Life Insurance Benefits for FY 16-17	358,333.00
P175571	Alameda County Schools Insurance Group	Delta Dental Benefits FY 16-17	337,857.00
P175815	Meridian It, Inc.	Server storage replacement/refresh project	279,543.57
P175112	Southern California Gas Company	Natural gas transportation service FY16-17	250,000.00
P175553	Reliance Standard Life Insurance	Long-Term Disability Benefits for FY 16-17	207,745.00
P175108	Moulton-Niguel Water District	Utility water services	200,000.00
P175843	Irvine Ranch Water District	FY16-17 annual water service	192,048.00
P175069	Resilient Communications Inc.	Cisco Telecom System annual maintenance	185,730.33
P175209	County of Orange Auditor-Controller	Parking citation surcharges	125,000.00
P175195	Irvine Valley College Bookstore	IVC EOPS Bookstore billing FY16-17	120,000.00
P174936	Xerox Corporation	Lease/Maintenance on Xerox copiers	109,977.84
P175551	Hyatt Legal	Hyatt Legal Benefits for FY16-17	108,533.00
P175110	AT&T Mobility Government Sales	FY 16-17 telephone service	105,000.00
P175796	Ad Club Advertising Service	Advertising for FY16-17 employee recruitments	100,000.00
P175550	Unum Life Insurance Company	UNUM Long Term Care Benefits FY 16-17	86,240.00
P175572	Alameda County Schools Insurance Group	Vision Services Benefits FY 16-17	84,582.00
P175306	County of Orange Auditor-Controller	Parking citation surcharges	84,000.00
P175835	Xerox Corporation	FY16-17 Student Print Solution IVC & SC	84,000.00
P175116	Quality Office Furnishings, Inc.	BSTIC 209 classroom furniture	83,379.33
P175922	Southern California Gas Company	FY16-17 annual gas service	75,000.00
P175910	PCMG, Inc.	Computers, scanners and printers-IVC Counseling	71,912.77
P175760	Department of Justice Accounting Office	DOJ fingerprinting fees for LiveScan	65,000.00
P175531	Keenan & Associates	Hiscox Cyber liability insurance	64,321.85
P175615	Xerox Corporation	FY16-17 Campus printers for IVC	63,000.00
P175469	Saddleback Bookstore	Fall 16 Student Equity Plan Book Voucher Program	60,000.00
P175109	Southern Counties Oil Company	Fuel for transportation	60,000.00
P175401	Pacific Coachways Charter Services, Inc.	Bus rental for the IVC Athletic Programs	56,000.00
P174937	Xerox Corporation	FY16-17 SC Copy Center Maintenance	55,600.00
P175823	Community College League of California	Institutional membership renewal FY16-17	49,429.00
P175844	GovConnection, Inc.	Laptops-ATEP	46,719.29
P175525	Veritiv Operating Company	SC Annual custodial supplies	38,646.72
P175239	Gale Supply Company	SC Janitorial Supplies - BID 337D	37,341.00
P175320	Education Advisory Board	Membership fees for FY15-16	35,175.00
P175165	Taylor Brothers Door Lock, LLC	Nightlock door lockdown devices	34,396.76
P175921	AT&T	FY 16-17 telephone service	33,000.00
P175002	ACCJC - Events	ACCJC FY16-17 annual dues	32,515.00
P175492	YBP Library Services	Book purchases for IVC Library FY 16-17	30,000.00
P175236	Veritiv Operating Company	SC Janitorial supplies	29,271.59
P175829	Tuttle-Click Ford	Campus Police vehicle	28,896.59
P175817	Eplus Technology, Inc.	Equipment for Language Arts Building	28,169.64
P175096	Ds Waters of America, Inc.	Bottled water service	25,000.00
P175074	Xerox Corporation	FY16-17 Copier maintenance for Chancellor's Office	22,000.00
P175687	Grace Training Supply	Grace Kits for Nursing Students Fall 2016	21,653.00
P175846	Rdo Water, LLC	SC Grounds supplies FY16-17	21,491.32
P175142	Xerox Corporation	FY16-17 IVC Duplicating Center maintenance	21,000.00
P175677	George T. Hall	SC HVAC Annual Supplies	20,956.99
P175485	Federal Express	Federal Express charges for the District, SC and IVC	20,000.00
P175691	Parkway Lawnmower Shop	SC Grounds supplies FY16-17	19,622.61
P175719	Ingardia Brothers Produce, Inc.	Grocery supplies for Culinary Arts	18,000.00
P175893	Xerox Corporation	Xerox copier for Language Arts Building	17,777.88
P175587	Ricoh Usa Corp	Annual Service for Kodak EX 125	17,500.00



South Orange County Community College District

EXHIBIT B
Page 2 of 3

Purchase Order Ratification (Amount)

June 29, 2016 through August 2, 2016

PO			
Number	Supplier	Description	Amount
P175923	Division of the State Architect	SC - PE 200 bleachers project	17,315.29
P175751	West-Lite Supply Company	SC Annual electrical supplies FY16-17	15,808.52
P175718	Smart & Final	Grocery supplies for Culinary Arts classes	15,000.00
P175310	Sehi Computer Products	Laptops-SC	14,999.04
P175643	Allsteel, Inc. c/o Quality Office Furnishings	Office furniture - AANAPISI Grant	14,512.35
P174899	Xerox Corporation	60 Month Lease Xerox W7970P Human Resources	14,203.32
P175171	Kelly Paper	Specialty paper for Copy Center	14,000.00
P174898	Diversified Business Services	Promotional materials for Community Education	13,430.32
P175147	BSN Sports LLC	Women's Soccer uniforms	12,554.22
P175924	West Coast Lights & Sirens	Equipment to outfit police vehicle	12,228.86
P175106	All Season Soccer	Men's Soccer supplies	12,208.32
P175554	Smart Levels Media	Contract printing	12,000.00
P174875	Diversified Business Services	Promotional materials for Community Education	11,991.00
P175152	Fisher Scientific Company, LLC	IVC Biology Supplies Bid Renewal	11,909.74
P175870	Questyme USA	UPS replacements for Saddleback MDF	11,769.69
P175001	Us Foods Culinary Equipment & Supplies	Food supplies for the IVC CDC	11,600.00
P175331	Horizon	SC Grounds Annual supplies	11,495.01
P175009	Quality Office Furnishings, Inc.	Labor and furniture for Counseling Services	11,106.00
P175498	Ewing Irrigation Products	Annual irrigation supplies FY16-17	11,014.21
P174996	O.C. Treasurer-Tax Collector	Partnership cost for police radios	10,648.00
P175010	Quality Office Furnishings, Inc.	Labor and furniture for Library Open Study Area	10,150.00
P175295	Delta Biologicals	Preserved cats for BIO 11	10,133.10
P175617	B & H Photo	Printer supplies	10,043.54
P175307	County of Orange Auditor-Controller	Communication charges for 800 MHZ for Campus	10,000.00
P175376	OfficeMax A Boise Company	Office supplies for FY16-17 SC Comm. Ed.	10,000.00
P175280	Pacific Coachways Charter Services, Inc.	Bus rental for Emeritus Programs	10,000.00
P175526	Wells Fargo #2785	Google AdWords marketing campaign Fall 2016	10,000.00
P175963	Wells Fargo #6711 (District)	Student registration credit card fees Shift 4	10,000.00
P175871	Vista Paint	SC Annual grounds supplies	9,992.16
P175032	Alert Services, Inc.	Athletic Training supplies	9,807.15
P175279	Grp2 Uniforms, Inc.	Uniforms and supplies for Police Department	9,000.00
P175375	OfficeMax A Boise Company	Office supplies for FY16-17 Child Dev	9,000.00
P175676	Sierra Soil, Inc.	SC Grounds supplies FY16-17	8,841.60
P175399	Xerox Corporation	FY16-17 Copier maintenance for IVC Copy Center	8,800.00
P174882	Medco Supply Company	Athletic Training supplies	8,577.52
P175679	Pacwest Air Filter, LLC	HVAC supplies	8,539.50
P174938	Xerox Corporation	FY16-17 Copier maintenance for Facilities	8,500.00
P175098	Xerox Corporation	FY 16-17 Copier maintenance for SC Comm. Ed.	8,400.00
P175148	Eastbay Team Sports	Women's Basketball uniforms	8,359.35
P175568	Boundless Network, Inc.	School survival kits	8,353.60
P175003	Soccerloco	Women's Soccer team uniforms and supplies	8,163.34
P175397	B & H Photo	Printer supplies	8,118.79
P175231	American Chemical & Sanitary Supply	Janitorial supplies Saddleback College	8,118.28
P175500	Irvine Valley College Bookstore	IVC Student Planner FY16-17	8,096.76
P175286	Grp2 Uniforms, Inc.	Uniforms	8,000.00
P175392	OfficeMax A Boise Company	Office supplies FY 16-17 ASG	8,000.00
P175593	Riddell All American	Football team equipment	7,993.92
P175644	Quality Office Furnishings, Inc.	Office furniture - AANAPISI Grant	7,901.14
P175775	Smardan Supply	SC Plumbing supplies FY16-17	7,872.89
P175274	Irvine Valley College Bookstore	Summer Bridge Program instructional supplies	7,820.84
P175702	Yale/Chase Equipment and Services, Inc.	Parts/repair/supplies for forklift /delivery vehicles	7,500.00
P175523	Apple Computer, Inc.	iPads for SC Student Services	7,431.19
P175660	Economic Alternatives, Inc.	Annual HVAC - chemical treatment	7,046.04
P175464	Micro Center	Suppliesfor IVC Technology	7,000.00
P175079	Sapphire Catering	Refreshments for Board of Trustees meetings	7,000.00
P175093	Xerox Corporation	FY 16-17 ATEP Copier maintenance	7,000.00
P175650	Systems Source, Inc.	Adult Education SC - office furniture	6,871.67
P175839	Allsteel, Inc. c/o Quality Office Furnishings	New workstations - Fiscal Services	6,845.85
P175321	Xerox Corporation	Pharos station/kiosk for student print	6,755.40
P175927	The Music Stand	Musical instruments	6,685.20
P175753	Lighting Supply, Inc.	SC Annual electrical supplies FY16-17	6,612.75
P175466	PJ Printers	Printing WALL Literary Journal	6,500.00
P175635	Traffic Management, Inc.	Traffic and parking Supplies	6,500.00



South Orange County Community College District

EXHIBIT B
Page 3 of 3

Purchase Order Ratification (Amount)

June 29, 2016 through August 2, 2016

PO			
Number	Supplier	Description	Amount
P175911	Safeway, Inc.	Food supplies for Saddleback CDC FY16-17	6,450.00
P175549	Graybar Electric Company	Patch cables for wireless project	6,402.70
P175186	Asics America Corporation	Women's Volleyball uniforms	6,292.02
P174977	Southwest Offset Printing Company	Printing of Emeritus Fall 2016 Schedule	6,063.00
P175226	Xerox Corporation	FY16-17 Copier maintenance for Accounting	6,050.00
P175393	Fry's Electronics	Supplies for SC Technology	6,000.00
P175841	S & B Foods Catering Division	IVC President's Office annual special events	6,000.00
P175742	Uline, Inc.	Supplies for the IVC Performing Arts Center	6,000.00
P175629	Sehi Computer Products	Scanners-Human Resources	5,880.60
P175670	Florence Filter Corporation	Annual HVAC supplies - SC FY16-17	5,804.78
P175699	Bang Printing	FY16-17 IVC catalogs	5,720.76
P175228	Xerox Corporation	FY16-17 Copier maintenance for Payroll	5,710.00
P175960	Garaventa (Canada) Ltd.	Evacu-Trac evacuation chairs	5,541.00
P175499	Parkhouse Tire, Inc.	Transportation supplies	5,534.56
P175254	Orange Empire Conference	Membership Dues IVC FY16-17	5,500.00
P175460	Orange Empire Conference	Membership Dues SC FY 16-17	5,500.00
P174939	Xerox Corporation	FY16-17 Copier maintenance for SC Maintenance	5,500.00
P175018	BSN Sports LLC	Gym equipment for the IVC Athletics	5,453.60
P175929	Assessment Technologies Institute	60 TEAS V computer tests for nursing students	5,346.00
P175068	Airgas USA, LLC	Supplies for swimming pool	5,000.00
P175463	Dunn-Edwards Corporation	Paint supplies	5,000.00
P175955	Glaxo Smith Kline (Gsk)	Vaccinations medical supplies	5,000.00
P174952	Home Depot Mission Viejo Store #614	Supplies for Maintenance/Grounds supplies	5,000.00
P175380	Home Depot Mission Viejo Store #614	FY16-17 Theatre Arts Supplies	5,000.00
P175194	Irvine Valley College Bookstore	IVC CARE Bookstore billing for FY 16-17	5,000.00
P175389	Moore Medical, LLC	Medical supplies for IVC HWC	5,000.00
P175390	OfficeMax	Office supplies FY16-17 Health Center	5,000.00
P175824	OfficeMax Incorporated	Office supplies FY 16-17 Capital Outlay	5,000.00
P175717	Safeway, Inc.	Grocery supplies for Culinary Arts	5,000.00
P175285	Smart & Final	Food supplies for the Saddleback College CDC	5,000.00
P175937	South Orange County Economic Coalition	FY16-17 Membership for SOCEC	5,000.00
P175172	Totty Printing	Articulation Advisement Sheet FY 16-17	5,000.00
P175114	Xerox Corporation	Blanket PO for Copier Supplies	5,000.00
Total Purchase Orders Over \$5,000			40,548,439.57
709 Purchase Orders Under \$5,000			858,777.43
TOTAL PURCHASE ORDERS			41,407,217.00



South Orange County Community College District

EXHIBIT C

Page 1 of 1

Check Ratification

June 29, 2016 through August 2, 2016

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	1,167	6,248,711.83
07 IVC Community Education	3	5,879.55
09 SC Community Education	30	93,000.92
12 Child Development	20	3,428.84
40 Capital Outlay	117	5,207,283.98
68 Self Insurance	2	1,549.28
71 Retiree Benefit	2	367,448.01
95 SC Associated Student Government	17	49,113.24
96 IVC Associated Student Government	11	22,605.49
Total	1,369	11,999,021.14

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: June - July 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 late June and July 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

<u>Academic Chess</u> Educational Services Agreement- For community education courses in chess for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$99,960.00 (Revenue)
<u>Mad Science of Orange County</u> Educational Services Agreement- For community education courses in science enrichment for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$99,960.00 (Revenue)
<u>One on One Basketball</u> Educational Services Agreement- For community education courses in basketball for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$99,960.00 (Revenue)
<u>WikiThink</u> Educational Services Agreement- For community education courses in math for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$99,799.00 (Revenue)

<u>Fit Kids America</u> Educational Services Agreement- For community education courses in sports for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$99,600.00 (Revenue)
<u>Good Times Travel</u> Educational Services Agreement- For community education courses in travel for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$99,600.00 (Revenue)
<u>Capistrano Unified School District</u> Educational Services Agreement(Amend No. 3)- No cost extension of after school programs from 7/1/2016 to 6/40/2017 with total contract remaining at \$96,000. Saddleback College	\$96,000.00 (Revenue)
<u>Mathobotix</u> Educational Services Agreement- For community education courses in robotics for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$88,750.00 (Revenue)
<u>Young Rembrandts</u> Educational Services Agreement- For community education courses in art for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$86,400.00 (Revenue)
<u>TYR, Inc.</u> Architectural Services Agreement- For Division of the State Architect (DSA) inspection services for Barranca Parkway Entrance Project from 5/31/2016 to 2/31/2017. Irvine Valley College	\$84,608.00
<u>Teller Architects, Inc.</u> Architectural Services Agreement- For conceptual design services for cafeteria from 3/15/2016 to 6/15/2016. Saddleback College	\$83,000.00
<u>Lil Chef School</u> Educational Services Agreement- For community education courses in cooking for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$76,800.00 (Revenue)

<u>Pacific Floor Company</u> Construction Service Agreement- For sports flooring installation services in Physical Education (PE) classrooms from 6/1/2016 to 7/1/2016. Irvine Valley College	\$75,238.00
<u>Hampton Tedder Electric Co Inc.</u> Service Maintenance Agreement- For electrical response, inspection and repair services from 5/20/2016 to 7/20/2016. Saddleback College	\$75,000.00
<u>Judge Netting</u> Construction Service Agreement- For driving range netting removal services from 7/1/2016 to 7/30/2016. Saddleback College	\$72,000.00
<u>Turnitin</u> Software License Agreement- For subscription renewal of Turnitin, an online writing and evaluation tool for checking plagiarism, from 7/1/2016 to 7/1/2017. Irvine Valley College & Saddleback College	\$60,461.62
<u>Parsons Brinkerhoff</u> Construction Service Agreement- For labor compliance services for Phase 2 LED Lighting Upgrade Project from 5/16/2016 to 9/16/2016. Saddleback College	\$57,770.00
<u>KCINOC Partners, LLC dba Drama Kids International</u> Educational Services Agreement- For community education courses in drama for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$57,600.00 (Revenue)
<u>TYR, Inc.</u> Architectural Services Agreement- For Division of the State Architect (DSA) inspection services for HVAC upgrade and interior improvement in Fine Arts building from 5/17/2016 to 9/17/2016. Saddleback College	\$55,000.00
<u>Public Interest Investigations, Inc.</u> Professional Services Agreement- For conducting investigation services for student misconduct on campus on 2/26/2016 and 3/14/2016 Irvine Valley College	\$50,000.00
<u>LangoKids Irvine</u> Educational Services Agreement- For community education courses in language from 7/1/2016 to 6/30/2017. Irvine Valley College	\$48,860.00 (Revenue)

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

<u>Driving Miz Daisy</u> License to Use Agreement (Amend No.2)- For additional one (1) year license to use for an outdoor flea market on campus for additional \$12,000 for a revised contract total of \$48,000. Saddleback College	\$48,000.00
<u>NR Computer Learning Center</u> Educational Services Agreement- For community education courses in computer from 7/1/2016 to 6/30/2017. Irvine Valley College	\$48,000.00 (Revenue)
<u>Southern California PGA</u> Educational Services Agreement- For community education courses in golf for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$48,800.00 (Revenue)
<u>Strategic Kids</u> Educational Services Agreement- For community education courses in strategic chess and LEGO® for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$48,000.00 (Revenue)
<u>ComputerLand of Silicon Valley</u> Software License Agreement- For license renewal of Creative Cloud Enterprise, an Adobe software suite, used for instruction from 8/1/2016 to 7/31/2017. Saddleback College	\$47,880.00
<u>Sports Field Services</u> Construction Service Agreement- For practice field sod replacement services from 5/9/2016 to 6/9/2016. Saddleback College	\$42,000.00
<u>T and D Communications, Inc.</u> Independent Contractor Agreement- For new cable and data line installation services on as-needed basis from 7/1/2016 to 6/30/2019. Saddleback College	\$42,000.00
<u>Ed 2 Go</u> Educational Services Agreement- For online community education courses in continuing education program from 7/1/2015 to 6/30/2016. Saddleback College	\$40,000.00 (Revenue)
<u>Tijeras Creek Golf Club</u> Facility Use Agreement- For facility use for Men's and Women's Golf Team from 3/1/2016 to 6/30/2018. Saddleback College	\$40,000.00

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

<u>Koury Engineering and Testing</u> Consultant Services Agreement- For testing and special inspection consultant services for Barranca Parkway Entrance Project from 5/31/2016 to 3/31/2017. Irvine Valley College	\$37,450.00
<u>Glass Spectrum</u> Educational Services Agreement- For community education course in glass making for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$34,500.00 (Revenue)
<u>Life College</u> Consultant Services Agreement- For consultant services for Adult Education Block Grant (AEBG) from 5/31/2016 to 6/30/2016. Irvine Valley College	\$32,000.00
<u>Ninyo & Moore</u> Geotechnical Service Agreement- For geotechnical consultant services for Health Center-Concession and Parking Lot/Solar Shade Projects from 6/6/2016 to 6/6/2018. Irvine Valley College	\$32,694.00
<u>Advance Tutoring</u> Educational Services Agreement- For community education courses in math, science and reading academy from 7/1/2016 to 6/30/2017. Irvine Valley College	\$29,700.00 (Revenue)
<u>Sahel Yoga, LLC</u> Educational Services Agreement- For community education courses in yoga for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$26,880.00 (Revenue)
<u>Super Readers</u> Educational Services Agreement- For community education courses in reading for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$26,000.00 (Revenue)

<u>Mikki Michele</u> Educational Services Agreement- For community education courses in yoga fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$25,000.00 (Revenue)
<u>Masters Notary Academy</u> Educational Services Agreement- For Saddleback College Adult Education from 7/1/2016 to 6/30/2017. Saddleback College	\$24,500.00 (Revenue)
<u>Annette Hernandez</u> Educational Services Agreement- For community education courses in art from 7/1/2016 to 6/30/2017. Irvine Valley College	\$20,250.00 (Revenue)
<u>Economic Modeling, LLC</u> Software License Agreement- For subscription renewal of EMSI, a workforce data analyst software, from 7/1/2016 to 6/30/2017. District Services	\$20,000.00
<u>KROQ-AMP Radio</u> Advertising Agreement- For radio advertisement to promote Fall Semester enrollment from 7/25/2016-8/1/2016. Saddleback College	\$19,950.00
<u>MicroVention, Inc.</u> Educational Services Agreement- To provide Vocational English as a Second Language (VESL) courses to Microvention employees from 7/1/2016 to 6/30/2017. Irvine Valley College	\$19,560.00 (Revenue)
<u>Quick Caption</u> Independent Contractor Agreement (Amend No.1)- For additional time captioning services of \$15,000 for a revised contract total of \$19,000. Irvine Valley College	\$19,000.00
<u>Carolyn (CJ) Jacinto</u> Educational Services Agreement- For community education courses in personal enrichment from 7/1/2016 to 6/30/2017. Irvine Valley College	\$18,750.00 (Revenue)
<u>GrassRoots Athletics</u> Educational Services Agreement- For community education courses in track and field cross country running for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$18,750.00 (Revenue)
<u>Reading Horizons</u> Software License Agreement- For Reading Horizons, an online language software, used by the ESL program from 6/10/2016 to 6/10/2017. Irvine Valley College	\$18,582.50

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

<u>Life College</u> Educational Services Agreement- For community education courses in life skills from 7/1/2016 to 6/30/2017. Irvine Valley College	\$18,000.00 (Revenue)
<u>Lowell Kleinman, MD</u> Independent Contractor Agreement- For palliative care course development services for professionals working in health care systems from 4/2/2016 to 3/31/2017. Saddleback College	\$17,600.00
<u>Glacier Communications Inc.</u> Advertising Agreement- To advertise at local schools in outreach effort from 9/5/2016 to 6/5/2017. Irvine Valley College	\$17,500.00
<u>Hilton Garden Inn San Diego Del Mar</u> Amendment No. 1 to Facility Use Agreement- For additional attendee fee of \$200.53 for a revised contract total of \$17,280.53. Saddleback College	\$17,280.53
<u>DoubleTree by Hilton Los Angeles</u> Facility Use Agreement- For facility use for Common Assessment Initiative (CAI) Professional Development Regional Meeting in Los Angeles, CA from 7/28/2016 to 7/29/2016. Saddleback College	\$17,000.00
<u>Paton Group</u> Independent Contractor Agreement- For technical support and installation services for 3D printers in Design Model Making program from 6/30/2016 to 12/30/2016. Irvine Valley College	\$16,000.00
<u>RPM Consultant Group</u> Consultant Services Agreement- For consulting services for GASB 43, 45 compliances and the district's OPEB trust from 7/1/2016 to 6/30/2017. District Services	\$16,000.00
<u>Performance Gap Solutions, LLC</u> Independent Contractor Agreement- For consulting services for ATEP database project from 4/26/2016 to 7/31/2016. Saddleback College	\$15,750.00
<u>Cal Stage & Lighting</u> Independent Contractor Agreement- For equipment rental for Summer of Theater productions from 6/20/2016 to 6/30/2017. Saddleback College	\$15,534.60

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

<u>DP Air Corporation</u> Independent Contractor Agreement- For air conditioning system maintenance services for Workday server room from 5/31/2016 to 12/15/2020. District Services	\$15,111.00
<u>Bravo Sign & Design</u> Construction Service Agreement- For street signs for Science building from 7/1/2016 to 8/1/2016. Saddleback College	\$15,039.20
<u>Brilliant Energy Solutions</u> Consultant Services Agreement- For consultant services relative to energy sector activities for deputy sector navigator project from 7/1/2016 to 6/30/2017. Irvine Valley College	\$15,000.00
<u>Floor Tech America</u> Construction Service Agreement- For rubber flooring replacement services in Physical Education (PE) classroom from 6/1/2016 to 7/1/2016. Irvine Valley College	\$14,995.00
<u>TechSmith Corporation</u> Software License Agreement- For subscription of Camtasia Studio, a screen recording software, used by various departments and staffs on campus from 6/30/2016 to 6/30/2017. Irvine Valley College	\$14,956.80
<u>Allana Buick & Bers</u> Consultant Services Agreement- For building envelope consultant services for HVAC upgrade and interior improvement project in Fine Arts building from 6/20/2016 to 10/20/2016. Saddleback College	\$14,895.00
<u>OneSource Virtual</u> Consultant Services Agreement- For workshops on 6/2/2016 and 6/3/2016. District Services	\$14,500.00
<u>Pristine Possibilities</u> Educational Services Agreement- For community education courses in teaching with Legos for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$14,400.00 (Revenue)
<u>Xin Yi Language Institute</u> Educational Services Agreement- For community education courses in Mandarin Chinese language for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017.	\$14,000.00 (Revenue)

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

Saddleback College	
<u>Newport Computer Systems</u> Service Maintenance Agreement- For maintenance services of non-warranty IBM hardware from 7/1/2016 to 6/31/2017. District Services	\$13,740.00
<u>Sims Tree Health Specialists, Inc.</u> Service Maintenance Agreement- For tree inspection, analysis and services campus-wide from 7/1/2016 to 6/30/2019. Saddleback College	\$13,500.00
<u>Lisa Messenger</u> Educational Services Agreement- For community education courses in chair exercise and physical fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$12,500.00 (Revenue)
<u>Presidio Networked Solutions Group, LLC.</u> Software Support Agreement- For subscription of Presidio, a managed IT services and data management software, from 6/6/2016 to 6/6/2017. District Services	\$12,460.00
<u>Penn Corporation</u> Construction Service Agreement- For workstation relocation services on as-needed basis campus wide from 6/1/2016 to 6/30/2019. Saddleback College	\$12,000.00
<u>Guidebook</u> Software License and Support Agreement- For subscription of Guidebook, a mobile application tool software, used by the Marketing department from 6/30/2016 to 6/30/2017. Irvine Valley College	\$11,950.00
<u>EMD Millipore Corporation</u> Maintenance Services Agreement (Amend No. 1)- Additional lab products of \$494.76 for a revised contract total of \$11,468. Irvine Valley College	\$11,468.00
<u>Incrediflix</u> Educational Services Agreement- For community education courses in movie and animation from 7/1/2016 to 6/30/2017. Irvine Valley College	\$11,424.00 (Revenue)
<u>Sebastian Caramagno</u> Educational Services Agreement- For community education courses in Tai Chi physical fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$11,250.00 (Revenue)

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

<u>Medical Billing Technologies, Inc.</u> Independent Contractor Agreement- For third party medical billing services for LEA Medi-Cal funding from 5/23/2016 to 6/30/2017. Saddleback College	\$10,000.00
<u>Merit Software</u> Software License Agreement- For subscription renewal of Merit Complete English Web Suite, an English language software, used by the Reading Lab from 6/28/2016 to 6/28/2017. Irvine Valley College	\$10,000.00
<u>Mt. San Jacinto Community College District</u> Independent Contractor Agreement- For online course facilitation trainings from 7/11/2016 to 11/18/2016. Irvine Valley College	\$10,000.00
<u>Wired Planet</u> Independent Contractor Agreement- For District website services from 7/1/2016 to 6/30/2017. District Services	\$10,000.00
<u>Accommodating Ideas</u> Amendment No. 1 to Independent Contractor Agreement- For interpreting services of \$2,575 for a revised contract total of \$9,575. Irvine Valley College	\$9,575.00
<u>American International Education Group</u> Educational Service Agreement- Provide summer camp experience of culture, language and activities at Irvine Valley College from 7/11/2016 to 7/15/2016. Irvine Valley College	\$9,500.00 (Revenue)
<u>The Nossivitch Group, LLC</u> Professional Service Agreement- "From Group to Team" training for classified employees on 8/11/2016. Saddleback College	\$9,100.00
<u>Eugenia Lane</u> Educational Services Agreement- For community education courses in yoga and pilates training from 7/1/2016 to 6/30/2017. Irvine Valley College	\$9,000.00 (Revenue)
<u>Kathryn Kramer</u> Educational Services Agreement- For community education courses in film literature from 7/1/2016 to 6/30/2017. Irvine Valley College	\$9,000.00 (Revenue)
<u>SiteImprove</u> Software License Agreement- For subscription of SiteImprove, a web governance software, from 7/1/2016 to 6/30/2017. Irvine Valley College	\$8,700.00

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

<u>Kaplan Higher Education Corp-NIT</u> Independent Contractor Agreement- For nursing licensure courses from 5/31/2016 to 7/31/2016. Saddleback College	\$8,376.00
<u>Joshua Ballard</u> Educational Services Agreement- For community education courses in business relations for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$8,100.00 (Revenue)
<u>Ventek International-</u> <u>On-Line Service Agreement (Amend No. 1)-</u> To provide additional coupon feature for parking permit dispensers of \$240 for a revised contract total of \$8,010. District Services	\$8,010.00
<u>32nd District Agricultural Association</u> Facility Use Agreement- For space rental at the OC Fair 2016 in campus outreach effort from 7/15/2016 to 8/14/2016. Saddleback College	\$8,000.00
<u>Kratos Public Safety & Security Solutions, Inc.</u> Independent Contractor Agreement- For security system and maintenance services for access control and video surveillance on campus from 7/1/2016 to 6/30/2017. Saddleback College	\$7,536.00
<u>Jackie Ovadia</u> Educational Services Agreement- For community education courses in pilates and physical fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$7,500.00 (Revenue)
<u>SARS Software Products, Inc.</u> Software License Agreement- For subscription renewal of SAR, a scheduling and tracking software for tracking student appointments and lab attendance campus-wide, from 7/1/2016 to 6/30/2017. Saddleback College	\$7,360.00
<u>Barbara Stockler</u> Educational Services Agreement- For community education courses in aquatic fitness training from 7/1/2016 to 6/30/2017. Irvine Valley College	\$7,200.00 (Revenue)
<u>Aderenalyn Sport Apparel</u> Independent Contractor Agreement- For embroidery and printed apparel services from 7/1/2016 to 6/30/2017. Irvine Valley College	\$7,000.00

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

<u>Helen Tung</u> Educational Services Agreement- For community education courses in badminton from 7/1/2016 to 6/30/2017. Irvine Valley College	\$7,000.00 (Revenue)
<u>Theresa Fernald</u> Educational Services Agreement- For community education courses in watercolor art from 7/1/2016 to 6/30/2017. Irvine Valley College	\$6,750.00 (Revenue)
<u>Orange Coast Fence Co.</u> Construction Service Agreement- For tennis court safety handrail installation services from 6/10/2016 to 7/10/2016. Saddleback College	\$6,707.00
<u>JM Justus Fence Co.</u> Construction Service Agreement- For fence installation services for Technology & Applied Science (TAS) building from 7/1/2016 to 8/1/2016. Saddleback College	\$6,484.00
<u>Opus Inspection</u> Software Support Agreement- For providing vehicle maintenance software and equipment, used for instruction by the AutoTech program from 7/1/2015 to 6/30/2016. Saddleback College	\$6,415.20
<u>New Vision Construction</u> Construction Service Agreement- Installation at Business General Studies (BGS) building from 6/10/2016 to 7/10/2016. Saddleback College	\$6,369.05
<u>Ed Peterson</u> Educational Services Agreement- For community education courses in music from 7/1/2016 to 6/30/2017. Irvine Valley College	\$6,300.00 (Revenue)
<u>Slamcut.com/Visionstrike.com</u> Educational Services Agreement- For community education courses in screenwriting from 7/1/2016 to 6/30/2017. Irvine Valley College	\$6,250.00 (Revenue)
<u>Marge Forehan</u> Educational Services Agreement- For community education courses in tap dance fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$6,075.00 (Revenue)
<u>JoAnna Schoon</u> Educational Services Agreement- For community education courses in dayan quigong, tai chi and Chinese fan boxing fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$6,000.00 (Revenue)

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

<u>Louis Jacobs</u> Educational Services Agreement- For community education courses in music from 7/1/2016 to 6/30/2017. Irvine Valley College	\$6,000.00 (Revenue)
<u>Pam Schader</u> Educational Services Agreement- For community education courses in art from 7/1/2016 to 6/30/2017. Irvine Valley College	\$6,000.00 (Revenue)
<u>Pacific Parking Systems, Inc.</u> Service Maintenance Agreement- To provide maintenance and repairs for campus parking permit machines on an as needed basis from 7/1/2016 to 6/30/2017. Irvine Valley College	\$5,820.00
<u>Beejay Janiga</u> Educational Services Agreement- For community education courses in mild exercise fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$5,625.00 (Revenue)
<u>Emcor Services Mesa Energy Systems</u> Construction Service Agreement- For boiler repair services in Student Services building from 5/13/2016 to 5/23/2016. Irvine Valley College	\$5,586.00
<u>Declues, Burkett & Thompson, APC</u> Independent Contractor Agreement- To provide legal services from 6/1/2016 to 6/30/2017. District Services	\$5,500.00
<u>LogMeln</u> Software License Agreement- For subscription renewal of LogMeln, an IT management software, used by the Technology Services department for help desk support from 6/28/2016 to 6/28/2017. Irvine Valley College	\$5,495.00
<u>BeSafe Technologies, Inc.</u> Independent Contractor Agreement- For emergency floor plan database update services for new Science, M1 and M2 buildings from 7/1/2016 to 6/30/2019. Saddleback College	\$5,475.00
<u>Parsons Brinkerhoff</u> Service Maintenance Agreement- For Physical Education (PE) sewer ejector repair services from 4/15/2016 to 10/15/2016. Saddleback College	\$5,470.00
<u>White Mechanical Inc.</u> Construction Service Agreement- For HVAC unit replacement services in Village-2 building from 6/10/2016 to 7/10/2016. Saddleback College	\$5,421.00

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

<u>Rene Fiore-Burton</u> Educational Services Agreement- For community education courses in physical fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$5,250.00 (Revenue)
<u>ModernThink LLC</u> Professional Services Agreement (Amend No. 1)- For additional employees required for 2016 ModernThink Oversampling Surveys of \$672 for a revised contract total of \$5,209. Saddleback College	\$5,209.00
<u>Vital Link Orange County</u> Independent Contractor Agreement- To serve as payment provider to Summer Bridge Workshop educators from 7/11/2016 to 7/29/2016. Irvine Valley College	\$5,050.00
<u>Ibeth Jaime Aguilar</u> Independent Contractor Agreement- To provide instruction for 2016 CTE Summer Bridge Program in robotics and math from 6/27/2016 to 8/12/2016. Irvine Valley College	\$5,000.00
<u>Linguabee LLC</u> Independent Contractor Agreement- For interpreting services for deaf and hard of hearing student on campus from 7/1/2016 to 6/30/2017. Irvine Valley College	\$5,000.00
<u>Dayle McIntosh Disability Resource Centers</u> Independent Contractor Agreement- For interpreting services for instructor from 7/1/2016 to 6/30/2017. Irvine Valley College	\$5,000.00
<u>Purple Communications</u> Independent Contractor Agreement- For interpreting services for full time instructor from 7/1/2016 to 6/30/2017. Irvine Valley College	\$5,000.00
<u>California Hazardous Services</u> Construction Service Agreement- For repairs of fuel pumps, located in Transportation department, from 4/29/2016 to 5/29/2016. Saddleback College	\$4,738.06
<u>Insight Systems Group</u> Educational Services Agreement- For community education courses in leadership development for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$4,560.00 (Revenue)

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

<u>Academic Chess</u> Educational Services Agreement- For community education courses in chess from 7/1/2016 to 6/30/2017. Irvine Valley College	\$4,500.00 (Revenue)
<u>Carol Lippert</u> Educational Services Agreement- For community education courses in music from 7/1/2016 to 6/30/2017. Irvine Valley College	\$4,500.00 (Revenue)
<u>Jeffery Briar</u> Educational Services Agreement- For community education courses in yoga fitness and creative writing from 7/1/2016 to 6/30/2017. Irvine Valley College	\$4,500.00 (Revenue)
<u>Kathryn Burns</u> Educational Services Agreement- For community education courses in yoga fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$4,500.00 (Revenue)
<u>Haitbrink Asphalt Paving, Inc.</u> Construction Service Agreement- For asphalt paving services campus wide from 8/1/2016 to 9/1/2016. Saddleback College	\$4,500.00
<u>Peter Fournier</u> Educational Services Agreement- For community education courses in music from 7/1/2016 to 6/30/2017. Irvine Valley College	\$4,500.00 (Revenue)
<u>R&H Theatricals</u> License to Use Agreement- For license and royalty license fees for Once Upon a Mattress production from 4/7/2016 to 4/16/2016. Saddleback College	\$4,399.50
<u>Alexander Leigh</u> Independent Contractor Agreement (Amend No. 1)- For additional music directing services of \$880 for a revised contract total of \$4,280. Saddleback College	\$4,280.00
<u>Flag Systems, Inc.</u> Independent Contractor Agreement (Amend No. 1)- For additional laptop rental for 2016 Gala Foundation of \$100 for a revised contract total of \$4,225. Saddleback College	\$4,225.00
<u>Medical Billing Technologies, Inc.</u> Independent Contractor Agreement- For third party medical billing services for Family Pact from 5/23/2016 to 6/30/2017. Saddleback College	\$4,000.00

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

<u>Innovative Educators</u> Software License Agreement- For subscription of Go2Knowledge, an unlimited access to all live webinars and professional development training software, from 11/1/2016 to 10/31/2017. Saddleback College	\$3,995.00
<u>End2End, Inc.</u> Service Maintenance Agreement- For support and maintenance for the ARMS, a public safety systems software, from 7/1/2016 to 6/30/2017. Irvine Valley College	\$3,960.00
<u>3D Rapid Prototyping, Inc.</u> Service Maintenance Agreement- For maintenance services for ProJet 3D printer from 5/1/2016 to 5/1/2017. Irvine Valley College	\$3,890.00
<u>Music Theatre International</u> Independent Contractor Agreement- For royalty and rental license for IVC performances of "Little Shop of Horrors" from 4/7/2017 to 4/15/2017. Irvine Valley College	\$3,680.00
<u>United Site Services of California, Inc.</u> Independent Contractor Agreement- For wheelchair accessible portable toilet rental for IVC baseball field from 7/1/2016 to 6/30/2017. Irvine Valley College	\$3,600.00
<u>Mark IV Communications</u> Construction Service Agreement- For data cabling installation services in Counseling Center from 7/15/2016 to 7/22/2016. Irvine Valley College	\$3,497.30
<u>Mark IV Communications</u> Construction Service Agreement- For data cabling installation services in Library study area from 7/25/2016 to 8/1/2016. Irvine Valley College	\$3,451.40
<u>Liebert Cassidy Whitmore</u> Independent Contractor Agreement- For providing training, monthly newsletter and telephone consultation for Southern California Community College District Employment Relations Consortium from 7/1/2016 to 7/1/2017. District Services	\$3,400.00
<u>Music Theatre International</u> Independent Contractor Agreement- For royalty and rental license for IVC performances of "Guys and Dolls" from 10/28/2016 to 11/6/2016. Irvine Valley College	\$3,295.00

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

<u>Feng Shui Solutions</u> Educational Services Agreement- For community education courses for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$3,290.00 (Revenue)
<u>Judith Shields</u> Educational Services Agreement- For community education courses in dayan quigong fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$3,150.00 (Revenue)
<u>Stedman Computer Systems</u> Software License Agreement- For license renewal of Microsoft Academic Visual Studio Windows Enterprise from 6/23/2016 to 6/23/2017. District Services	\$3,114.00
<u>Carrie "Phoenix" Henderson</u> Educational Services Agreement- For community education courses in Dyna Band workout fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$3,000.00 (Revenue)
<u>IKI Inc.</u> Educational Services Agreement- For community education courses in Piano for saddleback college adult education and other similar programs from 2/16/2016 to 6/30/2017. Saddleback College	\$3,000.00 (Revenue)
<u>Mark IV Communications, Inc.</u> Construction Service Agreement- For slab removal services in Power House 1 on 6/30/2016. Irvine Valley College	\$2,900.00
<u>Pacific Coachways Charter Services, Inc.</u> Independent Contractor Agreement- For bus transportation services for two (2) IVC Summer Bridge Cultural Field Trips on 7/15/2016 and 7/28/2016. Irvine Valley College-Foundation	\$2,750.80
<u>CDW-G</u> Software License Agreement- For license renewal of WhatsUp Gold, a networking software, used by the Technology Services department from 6/30/2016 to 6/29/2017. Irvine Valley College	\$2,733.00
<u>Donna Hanna-Chase</u> Educational Services Agreement- For community education courses in watercolor and acrylic art from 7/1/2016 to 6/30/2017. Irvine Valley College	\$2,700.00 (Revenue)

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

<u>Marc Grossman</u> Independent Contractor Agreement- For CPR and first aid training from 5/13/2016 to 6/30/2016. Saddleback College	\$2,700.00
<u>Ronald Smith</u> Independent Contractor Agreement- For CPR and first aid training from 5/13/2016 to 6/30/2016. Saddleback College	\$2,700.00
<u>SIGMANet</u> Software License Agreement- For subscription renewal of Netlab, a lab exercising software, used for instruction by the Business Sciences department from 6/30/2016 to 6/30/2017. Irvine Valley College	\$2,586.60
<u>New Vision Construction</u> Construction Service Agreement- For vinyl flooring removal and replacement in Culinary Arts Village 3 building from 7/1/2016 to 8/1/2016. Saddleback College	\$2,500.00
<u>Trinidad Antonio Cano</u> Independent Contractor Agreement- For Theatre Production assistant with vocals, hair and makeup services from June 2016 to July 2016. Saddleback College	\$2,500.00
<u>JM Justus Fence</u> Construction Service Agreement- To replace tennis court fencing from 6/10/2016 to 7/10/2016. Saddleback College	\$2,400.00
<u>William Nicholls</u> Educational Services Agreement- For community education courses in musical techniques from 7/1/2016 to 6/30/2017. Irvine Valley College	\$2,400.00 (Revenue)
<u>The Chronicle of Higher Education</u> Advertising Agreement- For advertising on the academic workplace issue on 7/22/2016. Saddleback College	\$2,285.00
<u>Oak Creek Golf Club</u> Facility Use Agreement- For facility use and catering services for Student Services Managers and Deans Retreat in Irvine, CA on 7/11/2016. Irvine Valley College	\$2,250.00
<u>eFax</u> Software License Agreement- For subscription renewal of eFax, an online faxing software, from 6/16/2016 to 6/16/2017. Irvine Valley College	\$2,200.00

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

<u>Pacific College Testing</u> Software License Agreement- For College Tests for English Placement (CTEP) site license from 7/1/2016 to 6/30/2017. Saddleback College	\$2,160.00
<u>Eureka</u> Software License Agreement- For subscription renewal of Eureka, an online career exploration software, used by the Counseling department from 9/1/2016 to 8/31/2017. Saddleback College	\$2,133.00
<u>Charles C. Still Secure Live Scan</u> Independent Contractor Agreement(Amend No. 1)- For additional digital fingerprinting services of \$1,500 for a revised contract total of \$2,100. Saddleback College	\$2,100.00
<u>Springshare LLC</u> Software License Agreement- For subscription renewal of Springshare software, a library database, used by the Library from June 2016 to June 2017. Irvine Valley College	\$2,057.00
<u>Foundation for California Community Colleges</u> Software License Agreement- For license renewal of ArcView GIS, a geographic information software, used for instruction by the division of Social & Behavioral Sciences from 7/1/2016 to 6/30/2017. Saddleback College	\$2,000.00
<u>JM Justus Fence</u> Construction Service Agreement- To install fencing in geography area from 5/31/2016 to 7/31/2016. Saddleback College	\$1,985.00
<u>Kyong (Kathy) Song</u> Educational Services Agreement- For community education courses in testing skills from 7/1/2016 to 6/30/2017. Irvine Valley College	\$1,980.00 (Revenue)
<u>Systems Source</u> Architectural Services Agreement- Architectural services for Assistant Vice President of Instructions (AVPI) project from 7/20/2016 to 8/20/2016. Saddleback College	\$1,890.00
<u>Pro-Media</u> Independent Contractor Agreement (Amend No. 1)- For additional stage equipment rental services of \$250 for a revised contract total of \$1,850. Saddleback College	\$1,850.00

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

<u>RBA Builders</u> Construction Service Agreement- For HVAC heat extractor installation services in Village 24 building from 5/20/2016 to 6/20/2016. Saddleback College	\$1,625.00
<u>Pro-Media</u> Independent Contractor Agreement- For projector rental and installation services for Summer of Theatre from 7/5/2016 to 6/30/2017. Saddleback College	\$1,600.00
<u>Eureka</u> Software License Agreement- For subscription renewal of Eureka, an online career exploration software, used by the Counseling department from 9/1/2016 to 8/31/2017. Irvine Valley College	\$1,506.60
<u>Amber Caras</u> Independent Contractor Agreement- For guest properties artisan for Summer of Theatre productions from 7/1/2016 to 6/30/2017. Saddleback College	\$1,500.00
<u>Surya Berthomieux</u> Independent Contractor Agreement- For performance and master dance class presentation for IVC dance students from 7/1/2016 to 7/2/2016. Irvine Valley College	\$1,500.00
<u>Hotsy of Southern California</u> Service Maintenance Agreement- For maintenance services for steam cleaner on 10/9/2015.	\$1,489.59
<u>Saddleback Golf Cars</u> Independent Contractor Agreement- For golf cart repair services on 6/30/2016. Saddleback College	\$1,425.57
<u>Phoenix Business Solutions</u> Service Maintenance Agreement- For maintenance services for copier located in Financial Aid office, from 7/1/2016 to 6/30/2017. Irvine Valley College	\$1,400.00
<u>Teamwork</u> Software License Agreement- For license renewal of Teamwork, a project management site, used by various department on campus to track projects from 6/16/2016 to 6/16/2017. Irvine Valley College	\$1,393.00

<u>Dramatic Play Services, Inc.</u> License to Use Agreement- For license agreement for an amateur production of the "First Lady Suite" from 12/2/2016 to 12/11/2016. Saddleback College	\$1,325.00
<u>ComponentSource</u> Software License Agreement- For subscription renewal of Infragistics Professional, a user interface and data visualization software, from 6/30/2016 to 6/30/2017. District Services	\$1,275.00
<u>Multi-Health System, Inc. (MHS)</u> Software License Agreement- For software update from Connors CPT2 to CPT3, a children's reading disability evaluation tool for the Student Health Center, from 5/6/2016 to 12/31/2016. Saddleback College	\$1,262.57
<u>Texthelp Inc.</u> Software License Agreement- For subscription renewal of Read and Write, an assistive learning software, used for instruction from August 2016 through August 2017. Irvine Valley College	\$1,250.00
<u>UCI University Club</u> Facility Use Agreement- For facility use for IVC Foundation Board Retreat in Irvine, CA on 7/8/2016. Irvine Valley College-Foundation	\$1,172.34
<u>CDW-G</u> Software License Agreement- For subscription of 20 Adobe Contribute 6.5 licenses, a content editing and programming software, from 6/23/2016 to 6/23/2018. District Services	\$1,144.00
<u>Daniel Reckard</u> Independent Contractor Agreement- To assist at Summer Jazz Camp from 7/11/2016 to 7/15/2016. Saddleback College	\$1,125.00
<u>Cheyne Blair</u> Independent Contractor Agreement- To provide instruction for 2016 CTE Summer Bridge Program in biotechnology and math from 6/27/2016 to 8/12/2016. Irvine Valley College	\$1,000.00
<u>Gabriella Camacho</u> Independent Contractor Agreement- To provide instruction for 2016 CTE Summer Bridge Program in biotechnology and math from 6/27/2016 to 8/12/2016. Irvine Valley College	\$1,000.00

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

<u>Joseph Cuseo</u> Independent Contractor Agreement- To present Advisement & Student Success Workshop for counselors of all divisions on 5/6/2016. Saddleback College	\$1,000.00
<u>SARS Software Products, Inc.</u> Software License Agreement- For installation of SARS Anywhere, an appointment scheduling and calendaring software, used to schedule student appointments for various departments on campus on 7/8/2016. Irvine Valley College	\$1,000.00
<u>Valpar International Corporation</u> Software License Agreement- For subscription renewal of Sigi3, an online educational and career planning software, used for students enrolled in Counseling and Women Studies from 7/1/2016 to 7/1/2017. Saddleback College	\$995.00
<u>Francie Genz</u> Independent Contractor Agreement- For advisor services for grant proposal from 6/9/2016 to 7/24/2016. Saddleback College	\$975.00
<u>Phoenix Business Solutions</u> Service Maintenance Agreement- For maintenance services for copier located in Matriculation office from 7/1/2016 to 6/30/2017. Irvine Valley College	\$950.00
<u>Westwind Sailing LLC</u> Independent Contractor Agreement- For maintenance on college's sailboats, maintained at the Dana Point Sailing Events Center, from 7/1/2016 to 6/30/2017. Saddleback College	\$900.00
<u>Telerik Inc.</u> Software License & Support Agreement- For subscription and support renewal of Telerik UI for WPF Professional Developer from 7/13/2016 to 7/13/2017. District Services	\$898.20
<u>Carlos Rivera</u> Independent Contractor Agreement- Guest bass player for "Beauty and the Beast" and "Little Shop of Horrors" from 7/5/2016 to 6/30/2017. Saddleback College	\$880.00
<u>Joshua D. Romero</u> Independent Contractor Agreement- For dance choreography services for Fall Semester concert from 8/1/2016 to 11/30/2016. Saddleback College	\$800.00

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

<u>Pacific Coachways</u> Independent Contractor Agreement- Transportation services for the IVC Summer Bridge Program in Entrepreneurship on 7/14/2016. Irvine Valley College	\$800.00
<u>New Readers Press</u> Software License Agreement- For subscription renewal of News for You Online, an weekly publication for building skills in reading, comprehension and vocabulary, used by the ESP department from 6/30/2016 to 3/3/2019 Irvine Valley College	\$780.27
<u>So Cal Industries</u> Independent Contractor Agreement- To install fence for Summer Theatre in the Quad area from 7/5/2016 to 7/25/2016. Saddleback College	\$775.00
<u>So Cal Industries</u> Independent Contractor Agreement- To install fence for the Learning Resource Center (LRC) work area from 6/22/2016 to 8/13/2016. Saddleback College	\$720.64
<u>Twenty Six Design, LLC</u> Software License Agreement- For subscription of WOnline, an appointment based software, used by the Tutoring Department from 5/7/2016 to 5/6/2017. Saddleback College	\$715.00
<u>Phoenix Business Solutions</u> Service Maintenance Agreement- For maintenance services for copier located in EOPS office from 7/1/2016 to 6/30/2017. Irvine Valley College	\$700.00
<u>Career Cruising</u> Software License Agreement- For subscription of Career Cruising, an online career exploration system, from 9/1/2016 to 8/31/2017. Saddleback College	\$695.00
<u>Guidance Software</u> Software Maintenance & Support Agreement- For software maintenance service (SMS) for EnCase® Forensic, a digital investigation software, from 9/21/2016 to 9/20/2017. District Services	\$694.41
<u>Public Safety Technologies, Inc.</u> Independent Contractor Agreement- For services and programing of APX mobile radio from 7/1/2016 to 6/30/2017. Irvine Valley College	\$680.00

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

<u>Moss Harp Services</u> Independent Contractor Agreement- Annual regulation maintenance and string replacement of harps in Instrumental Music Department from 7/1/2016 to 6/30/2019. Irvine Valley College	\$600.00
<u>Service Solutions Group</u> Independent Contractor Agreement- Repair freezers and refrigerators in the Culinary Arts Lab in Village 3 building from 7/1/2015 to 6/30/2016. Saddleback College	\$550.00
<u>Purple Communications, Inc.</u> Independent Contractor Agreement- For providing on-site interpreting services for Language Faculty Department Meeting on 3/14/2016 and IVC-School Meeting on 2/26/2016. Irvine Valley College	\$540.00
<u>Justin Hershey</u> Independent Contractor Agreement- To assist at Jazz Camp from 7/11/2016 to 7/15/2016. Saddleback College	\$500.00
<u>Premier Fitness Services</u> Independent Contractor Agreement- For equipment repair services for Life Fitness center and Weight Training room from 7/1/2016 to 6/30/2017. Irvine Valley College	\$500.00
<u>Temecula Creek Inn</u> Facility Use Agreement- For facility use for campus police department's Strategic Planning Meeting from 10/25/2016 to 10/27/2016 in Temecula, CA. Irvine Valley College	\$500.00
<u>Zoho Corp</u> Software License Agreement- For annual maintenance and support for ManageEngine, an IT management software, from 6/21/2016 to 6/21/2017. District Services	\$499.00
<u>Ryan Navales</u> Independent Contractor Agreement- Guest guitarist for Summer of Theatre production "Little Shop of Horrors" from 7/18/2016 to 6/30/2017. Saddleback College	\$480.00
<u>Robert Platz</u> Independent Contractor Agreement- Guest drummer for Summer of Theatre production "Little Shop of Horrors" from 7/18/2016 to 6/30/2017. Saddleback College	\$480.00

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

<u>Stephen Hulsey</u> Independent Contractor Agreement- Guest keyboard player for Summer of Theatre production "Little Shop of Horrors" from 7/18/2016 to 6/30/2017. Saddleback College	\$480.00
<u>UCI Dining</u> Catering Services Agreement- For catering services for IVC Summer Bridge Program UCI Field Trip on 7/28/2016. Irvine Valley College-Foundation	\$478.00
<u>Doheny State Beach</u> Facility Use Agreement- For use of the volleyball courts for Fall 2016 Semester from 8/26/2016 to 12/16/2016. Saddleback College	\$475.00
<u>Adela Neth</u> Independent Contractor Agreement- Guest drummer for Summer of Theatre production "Little Shop of Horrors" from 7/5/2016 to 7/11/2016. Saddleback College	\$400.00
<u>Audra DiPadova</u> Independent Contractor Agreement- For CTE training for faculty from 6/6/2016 to 6/15/2016. Saddleback College	\$400.00
<u>Colin Wenhardt</u> Independent Contractor Agreement- Guest reed player for Summer of Theatre production "Beauty and the Beast" from 6/30/2016 to 6/30/2017. Saddleback College	\$400.00
<u>Dramatic Play Services, Inc.</u> License to Use Agreement- To license "You Can't Take It With You" from 11/3/2016 to 11/6/2016. Saddleback College	\$400.00
<u>Hayan Charlston</u> Independent Contractor Agreement- Guest reed player for Summer of Theatre production "Beauty and the Beast" from 6/30/2016 to 6/30/2017. Saddleback College	\$400.00
<u>Mark Ghiassi</u> Independent Contractor Agreement- Guest horn player for Summer of Theatre production "Beauty and the Beast" from 7/5/2016 to 6/30/2017. Saddleback College	\$400.00

<u>Priyanka Venkatesh</u> Independent Contractor Agreement- Guest violinist for Summer of Theatre production “Beauty and the Beast” from 6/30/2016 to 6/30/2017. Saddleback College	\$400.00
<u>The Reedery (Angela Wells)</u> Independent Contractor Agreement- Guest reed player for Summer of Theatre production “Beauty and the Beast” from 7/5/2016 to 6/30/2017. Saddleback College	\$400.00
<u>Ross Madison</u> Independent Contractor Agreement- For YouTube channel content uploading services for men’s basketball game from 7/1/2016 to 6/30/2017. Irvine Valley College	\$400.00
<u>Simon Carroll</u> Independent Contractor Agreement- Guest percussionist for Summer of Theatre production “Beauty and the Beast” from 7/5/2016 to 6/30/2017. Saddleback College	\$400.00
<u>Steven Wade</u> Independent Contractor Agreement- Guest trumpet player for Summer of Theatre production “Beauty and the Beast” from 6/30/2016 to 6/30/2017. Saddleback College	\$400.00
<u>Vital Link</u> Independent Contractor Agreement- For presentation development services for CTE training for faculty from 6/6/2016 to 6/15/2016. Saddleback College	\$400.00
<u>Pacific Coachways Charter Services, Inc.</u> Independent Contractor Agreement- Transportation services for the IVC Summer Bridge Energy Camp on 8/5/2016. Irvine Valley College	\$395.00
<u>Dayle McIntosh Center</u> Independent Contractor Agreement- Interpreting services for the Nursing Pinning Ceremony on 5/10/2016. Saddleback College	\$319.00
<u>City of Rancho Santa Margarita- Bell Tower Regional Community Center</u> Facility Use Agreement- For facility and equipment use for the Paramedic Graduation Ceremony on 8/5/2016. Saddleback College	\$300.00

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

<u>Berisford B. Shepherd</u> Independent Contractor Agreement- Guest singer with Saddleback Big Band for Summer Theatre production on 7/15/2016. Saddleback College-Foundation	\$300.00
<u>Apple</u> Software License Agreement- For subscription of Apple Developer, a software that aids in the distribution of apps on Apple device, used by the Technology Services department from 6/30/2016 to 6/30/2017. Irvine Valley College	\$299.00
<u>Mark Ghaissi</u> Independent Contractor Agreement- Guest horn player for Symphony Orchestra concert on 5/14/2016. Saddleback College-Foundation	\$255.00
<u>Rudolph W. Milanovich</u> Independent Contractor Agreement- For television productions at the KSBR Birthday Bash in Mission Viejo, CA on 5/29/2016. Saddleback College-Foundation	\$200.00
<u>AMS (American Meteorological Society) Education</u> Course License Agreement- For course license for the weather & climate online studies and Geology 7 in academic year 2016 to 2017. Saddleback College	\$149.00
<u>Procare</u> Software Subscription Agreement- For subscription renewal of Procare, a main data software for storing enrollment and tuition information, from 7/1/2016 to 7/1/2017. Irvine Valley College	\$125.00
<u>Holland Michelle Smith</u> Independent Contractor Agreement- For speech analyst for the speech and debate team for National Speech Tournament on 4/29/2016. Saddleback College	\$100.00
<u>Paul Vasey (Fortune and Venture LLC)</u> Independent Contractor Agreement- For guest speaker on the topic of Personal and Business Finance for Summer Bridge Entrepreneur Workshop on 7/12/016. Irvine Valley College	\$100.00
<u>Raylene Gonzalez</u> Independent Contractor Agreement- For guest speaker on the topic of Goal Setting and Presentation Skills for Summer Bridge Entrepreneur Workshop from 7/11/2016 to 7/15/2016. Irvine Valley College	\$100.00

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

<u>Tristen Tucker</u> Independent Contractor Agreement- For guest speaker on the topic of Giving a Pitch for Summer Bridge Entrepreneur Workshop from 7/14/2016 to 7/15/2016. Irvine Valley College	\$100.00
<u>Educause</u> Software License Agreement- For domain renewal for the Irvine Valley College website- www.ivc.edu from 8/1/2016 to 7/31/2017. Irvine Valley College	\$40.00
<u>Argosy University</u> Clinical Affiliation Agreement- For Southern California Internship Consortium to provide clinical internship training from 8/22/2016 to 8/18/2017. Saddleback College	\$0.00
<u>California Digital Library</u> Consultant Services Agreement- To assist Library department with creating digital archives, effective until terminated by either California Digital Library (CDL) or the college. Saddleback College	\$0.00
<u>County of Orange</u> Affiliation Agreement- To provide trainings to help prepare eligible participants for entry into the labor force in Orange County as part of WIOA ITA Training Providers Services from 7/1/2016 to 6/30/2019. Irvine Valley College	\$0.00
<u>County of Orange, Social Services Agency</u> Amendment No. 1 to Affiliation Agreement- No cost extension of cardiopulmonary resuscitation and first aid training classes from 6/30/2016 to 12/31/2016 with total contract remaining at \$0. Saddleback College	\$0.00
<u>Pacific Thoracic Surgery, Inc.</u> Clinical Affiliation Agreement- For on-site clinical internship for students enrolled in Clinical or Administrative Medical Assistant Programs, effective through June 2019. Saddleback College	\$0.00
<u>Pure Life Recovery, LLC, dba Shoreline Treatment</u> Clinical Affiliation Agreement- For on-site clinical internship for students enrolled in Alcohol & Drug Studies, Human Services and Mental Health Programs from 6/17/2016 to 6/30/2019. Saddleback College	\$0.00

<u>Ross Legacy Medical Group</u> Clinical Affiliation Agreement- For on-site clinical internship for students enrolled in Clinical or Administrative Medical Assistant Programs from 5/25/2016 to 6/30/2019. Saddleback College	\$0.00
<u>Dr. Shida Saam</u> Clinical Affiliation Agreement- For on-site clinical internship for students enrolled in Clinical or Administrative Medical Assistant Programs from 6/29/2016 to 6/30/2019. Saddleback College	\$0.00
<u>Regents of the University of California</u> Clinical Affiliation Agreement- For on-site clinical experience for students enrolled in Nursing Programs from 2/22/2016 to 2/22/2019 Saddleback College	\$0.00

TO: Board of Trustees

FROM: Dr. Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Adopted Budget for Fiscal Year 2016-2017

ACTION: Approval

BACKGROUND

Title 5, California Code of Regulations, Section 58305 requires that each September the Board of Trustees of each community college district shall adopt a final budget. Enclosed for approval is the proposed Adopted Budget for the FY 2016-2017. As required by Section 58301 of Title 5, this document has been available for public inspection at each college library.

STATUS

On June 23, 2016, the Board of Trustees approved a Tentative Budget for FY 2016-2017 which is a conservative draft budget for which the district starts the fiscal year. Since that time, total unrestricted resources have increased by \$22.7 million from \$263,365,163 to \$286,085,025. The unrestricted General Fund ending balance on June 30, 2016 is \$50,616,800. The restricted General Fund resources have increased by \$5.5 million from \$47,031,434 to \$52,581,848. The District Reserve for economic uncertainties has been set at 7.5% (\$12,705,329).

This evening there will be a presentation of the SOCCCD Adopted Budget for FY 2016-2017 which will include additional highlights.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees approve the FY 2016-2017 Adopted Budget as presented in EXHIBIT A.



ADOPTED BUDGET

FY 2016-2017

August 22, 2016

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



THE DISTRICT



Overview: The South Orange County Community College District is a multi-campus district encompassing Saddleback College in Mission Viejo, Irvine Valley College in Irvine, and the Advanced Technology & Education Park (ATEP) in Tustin. Founded in 1967, the 382-square mile district covers almost 50 percent of Orange County and is governed by a seven-member elected Board of Trustees and a Chancellor.

Over the past four years, SOCCCD student enrollments have remained stable. Total student headcount for spring 2016 is over 41,000 and full time equivalent students (FTES) for FY 2016-2017 are expected to number over 28,000. Demand for online courses and certificate programs continues to increase. SOCCCD has approximately 4,000 employees consisting of faculty, administrators, managers, classified staff, and police.

Planning Efforts: During the last several years, great strides have been made to district-wide planning and budgeting processes. The district-wide planning processes were developed and are integral to all aspects of college and district-wide decision-making and resource allocations in a transparent, inclusive and open process. This was in response to accreditation recommendations. The District-wide Planning Council (DWPC) continues to implement the recommendations and oversee the strategic planning processes with other major district-wide committees making recommendations on resources, such as District Resource Allocation Council (DRAC), Capital Improvement Committee (CIC), District-wide Technology Committee (DTC), and Basic Aid Allocation Recommendation Committee (BAARC).

Major Capital Projects: Major projects at Saddleback College include: a) continued design and construction for the Technology and Applied Sciences (ATAS) Swing Space and Renovation projects; b) final construction and completion of the Sciences Building project which opens Fall 2016; and c) continued criteria development on the Site Improvement project which has been combined with the Athletic Stadium Renovation project for economy of scale; d) the Fine Arts Complex HVAC & Interior Improvements project; and e) predesign investigation of the Math Science Engineering (MSE) Building.

Irvine Valley College projects include: a) construction and completion of the Liberal Arts Building Design/Build project which opens this Fall semester; b) construction of the Barranca Road connection; c) design for the New IVC Building project at ATEP with construction ground breaking slated for September 2016; d) design of the IVC Parking Lot, Phase I with solar structures and e) the design of Health Center/Concessions Building project.

With the advent of the CIC and BAARC process, resources are in place to address many additional facility projects including at Saddleback College: a) Central Plant/CoGen Upgrade, b) Exterior

Campus Lighting, c) PE Sewer Ejector Repairs, d) Technology Services Storage area, e) Roof Numbering system and f) Wireless Access Points Installation.

At Irvine Valley College: additional projects included a) Field Repairs; b) Electronic Access Controls/Locks, c) Emergency Telephone/Mass Notification System, and d) PE Flooring Project.

On a district-wide basis: additional projects include district-wide review and planning of a) Sustainability Plan; b) Parking Study; c) ADA Access Transition plan; and d) Infrastructure Assessment.

Major Technology Initiatives: This year's proposed technology projects recommended by the District-wide Technology Committee (DTC) fall into five general categories. The first category is improvements to computing infrastructure, typified by the district-wide replacement of network security firewalls, faculty/staff email system, desktop computers, servers, classroom technology, and backup systems.

The second category is enterprise resource planning (ERP) software, where we have replaced aging software and manual processes for human resources and finance with Workday's new cloud-based ERP software. In addition, SOCCCD has joined key institutions in assisting with the design of Workday's new Student system, which will include functions from SOCCCD's award-winning suite of student success software.

The third category consists of college-requested items to improve service to students, such as a new "smart" student ID card and a new campus printing system for students.

The fourth category consists of major new software development projects such as MySite 3.0 which includes the new Student Success Dashboard. In the coming year we will be upgrading the class schedule with the SmartSchedule 2.0 project.

Finally, some technology funds are reserved to implement unfunded statewide mandates (past examples have included changes in student registration priorities and the handling of student course prerequisites).

State Budget and the Community College System: The final State budget was enacted on June 27, 2016 and provides \$330 million to community colleges above the FY 2015-2016 state budget. The passage of Proposition 30 in fall of 2012 created the Educational Protection Account (EPA) which continues to provide temporary funding for education to be used for one-time purposes. The sales tax increase in Proposition 30 will expire on December 31, 2016. The income tax provision expires on December 31, 2018. There currently are proposed bills to extend the income tax provision beyond 2018, but not the sales tax increase. The spending plan for EPA funds received by SOCCCD is included in the adopted budget.

Some of the highlights of the adopted budget related to community colleges are:

- Enrollment fees remain at \$46 per unit
- 0% COLA
- \$115 million for 2% enrollment growth; these funds will be distributed using the new growth funding formula for increased student enrollment
- \$75 million to increase the base allocation for operational costs
- \$105 million to pay down outstanding mandated cost claims (one-time funds)
- \$30 million increase in Basic Skills funding
- \$248 million increase for economic development
- \$49 million for Prop 39 energy efficiency projects
- \$185 million for deferred maintenance and instructional equipment with no local match requirement for deferred maintenance

The budget includes additional ongoing funds to increase the base allocation. These funds are intended for new operational costs mainly related to the increases in the STRS and PERS rates. This will increase the basic allocation to each college as well as the rate per FTES and amounts to an approximately 1.2% overall increase.

Although community-supported districts did not initially receive allocations for the full-time faculty funds in the FY 2015-2016 budget, the FY 2016-2017 state budget allows them to receive their fair-share of the \$62.3 million to increase the ratio of full-time faculty.

SOCCCD Budget: The SOCCCD budget for all funds totals over \$755 million. Because the District is self-sufficient and is a community supported district, it is essential that the budget is conservative and the district continues to maintain stable funding for the colleges by closely monitoring income and expenses. For this coming year, property tax revenues remain a constant, reliable funding stream. The adopted budget includes conservative estimates for property tax revenues, enrollment fees, non-resident tuition, EPA funds, Lottery, interest, and other miscellaneous revenue. Due to the short-term nature of the EPA funds, they continue to be budgeted for part-time faculty salary and benefits at both colleges.

The major changes between the tentative budget and the adopted budget include an increase in the Unrestricted General Fund beginning balance (\$3.2M), an increase in mandate cost reimbursements (\$500K), an increase in full-time faculty funds (\$1.4M), an increase in part-time faculty office hours reimbursement (\$250K), and an overall increase in the Restricted General Fund (\$5.6M).

Although new on-going revenue was not available through a COLA, District-wide operating costs continue to increase from negotiated salary increases, health and welfare benefit increases, and pension rate increases. Personnel costs as a percentage of total budget has risen this year but is still within our recommended budget target of 86% - 88% largely due to available one-time funds. This

indicator demonstrates the need for future budget vigilance and is a trend that needs to be reversed to ensure future financial health of the District.

STRS and PERS rates are anticipated to increase significantly over the next 5 years. STRS rate increases have already been set by the legislature. PERS rates are set each year by the PERS Board. For FY 2016-2017, the increase cost over the prior year is estimated at \$2.6 million. This will grow an additional \$8 million by FY 2020-2021. The Board has approved participation in a Pension Stabilization Fund to offset these increased costs. An initial deposit of \$14.5M was made in FY 2015-2016 with an additional \$12.6M budgeted from basic aid funds for FY 2016-2017.

The District will need to be diligent in managing the tight budget where the increases in commitments for salaries, benefits, and retirement contributions to STRS and PERS surpass the new available income. On top of very low COLA increases in recent years, the EPA funds will expire, if not extended, after 2018 causing additional fiscal constraints.

After following the SB361 funding formula for the colleges through the District Resource Allocation Council (DRAC) model, excess property tax revenues available for basic aid distribution this fiscal year total over \$58 million. These funds are used for capital expenditures and other one-time projects in lieu of bonds that other community colleges use.

The general fund budget provides for each college's operations, district-wide general expenses, District Services, and a general reserve of 7.5%. The strong reserve is necessary for a self-sufficient district and allows the District to manage cash-flow throughout the year as well as prepare for unforeseen expenditures and emergencies.

The adopted budget has been reviewed and confirmed that it is balanced as is required by law.

Dr. Debra L. Fitzsimons

Vice Chancellor, Business Services

Acting Chancellor

South Orange County Community College District



Saddleback College is pleased to submit its Adopted Budget to the Board of Trustees and Chancellor. This budget uses income and expenditure simulations in accordance with the FY 2016-2017 Final State Budget.

Saddleback is primarily funded through the State SB361 apportionment calculation. The State Budget proposes a 0.0% cost-of-living-adjustment (COLA), and 2% for growth; however, due to the new Community College Growth Formula, Saddleback will receive growth of 0.5%. The college has used these assumptions to develop income and expenditure projections. Expenditure assumptions include funding for all existing personnel; replacement of all vacant faculty, classified, and management positions; step and column increases; collective bargaining related increases; fringe benefit increases, and health and welfare increases.

The State Budget includes much needed one-time equipment/scheduled maintenance funds that the college will combine with prior year equipment/scheduled maintenance funds, and use for a much needed building access control project campus wide. In recent years the college has placed a high priority on this access control project, and these funds have provided the opportunity to make this priority a reality.

Both the State Teachers Retirement System (STRS) and Public Employee Retirement System (PERS) have revised contribution rates through FY 2020-2021, and projected employer rates rise sharply over that period. STRS rates will increase from 8.25% in FY 2013-2014 to 19.1% in FY 2020-2021, and PERS is projected to increase from 11.442% in FY 2013-2014 to 20.40% in FY 2020-2021. It is projected that by FY 2020-2021 Saddleback College will be required to pay at least an additional \$5M per year for these increases, based on FY 2013-2014 expenditures. However, due to action by the Board of Trustees, a pension stabilization fund has been set-aside which will fund these increases for non-categorical budgets until that time, which assists the college's operating budget.

The continuing trend of annually increasing costs for existing personnel relating to step and column movement, collective bargaining agreements, fringe benefit increases and health and welfare increases, presents an ongoing and difficult challenge to control the percentage of budget allocated to salaries and benefits. Pre-determined increases for salaries and benefits exceed actual and potential revenue increases, ultimately requiring less employees or more revenue. This is an issue district services and both colleges will need to address together as a team. These budget pressures, coupled with increased demands placed on faculty, staff and management, have created a challenge as the college pursues its top goal to significantly improve student success numbers and rates of degrees, certificates, and transfers. To enhance efficiency and cost effectiveness districtwide, the district will work on a district-wide approach to enrollment management and strategies.

This Adopted Budget includes a contingency of \$7M, planned as a minimum carry over for use

in the FY 2017-2018 budget cycle. These funds were derived primarily from one-time mandated cost reimbursement allocations, disbursed by the state in 2015-2016. Multi-year projections show that the cost of salaries and benefits will continue to increase as a percentage of budget, therefore the college will be careful when adding ongoing costs to the college budget, and will save, rather than spend, one time funds to 'smooth' the multi-year budget cycle.

In accordance with the college's participatory resource allocation process, the college has completed FY 2016-2017 resource request prioritization, and those items approved for funding are included in the Adopted Budget.

The Gateway Building is the college's top priority for state funding. After an arduous process, this capital project was submitted to the State for consideration by the June 30 deadline. Saddleback is hopeful that the points assigned to this project are sufficient to qualify for State funding, assuming funds become available. This building is a lynchpin in the future facilities plans for Saddleback. Facilities growth and modernization are vital to the future success of the college.

Faculty, staff and management remain committed to meeting the college mission and moving towards its vision of 'being the first choice'. We appreciate our successful partnership with the Board of Trustees, Chancellor, District Services, Irvine Valley College and the South Orange County community.

Tod A. Burnett, Ed.D., President and Carol Hilton, Vice President for Administrative Services

IRVINE VALLEY COLLEGE BUDGET MESSAGE



Irvine Valley College presents to the Board of Trustees a balanced 2016-17 budget for adoption. The financial situation has improved since the tentative budget due to additional one-time state funds allocated through the District Revenue Allocation Model (DRAC). These additional one-time funds provide the college with the much needed safeguard while sustainable solutions are being developed and implemented. Utilizing these one-time state funds, the college set aside a \$1.4 million contingency reserve.

Consequently, the ratio of salaries and benefits to the total budget has improved by declining from 92.8% observed at the tentative budget to 89.8% calculated at the adopted budget. This improved ratio is closer to the 86-88% recommended for a long-term budget stabilization.

As noted in the tentative budget message, IVC has embarked on a college-wide budget solution development process. While the solution plan is being developed, allocations from unrestricted funds have been curtailed, and recruitment process for vacant positions may slow down as the college analyses its business processes and organizational structure. There will be an across-the-board review of various solution options including additional revenue generation measures, efficiency measures and potential reductions with the understanding that not all areas may be subject to these measures equally and areas directly related to student enrollment and core services will be protected.

IVC prides itself on having a comprehensive and transparent budget development process that engages all the constituency groups of the campus including faculty, staff, students and administration. In parallel to developing a solutions package, the college will continue to find ways to strategically fund resource requests submitted by various schools and departments during FY 2015-2016. In accordance with the college's budget development process, all resource requests have gone through a college-wide strategic planning committee review and rating process. The top rated requests include new positions (\$1.0 million), capital improvements (\$13.9 million), technology (\$2 million), and instructional equipment (\$615,000).

The college will continue to seek funds to enhance programs and expand activities. The Student Success and Support Program (SSSP), formerly Matriculation, is funded at \$1.9 million. The goals of this program is to ensure that all students complete their college courses, persist to the next academic term, and achieve their educational objectives through admissions, orientation, assessment and testing, counseling, and student follow-up. Another noteworthy state program is the Physical Plant and Instructional Support funds (PPIS) also funded at \$1.4 million. These funds can be used to fund scheduled maintenance and water conservation projects and to purchase instructional equipment. Lastly, the Student Equity Planning (SEP) program is funded at \$661,000 focusing on increasing access, course completion, ESL and basic skills completion, degrees, certificates and transfer for all students.

Irvine Valley College is grateful to the Board of Trustees and the acting Chancellor for their continued support and visionary leadership. This support goes a long way toward empowering IVC to remain dedicated to student learning through exemplary teaching, integrated support services, effective stewardship, and continued accessibility in a diverse community.

Dr. Glenn Roquemore, President, Irvine Valley College
Davit Khachatryan, Vice President for Administrative Services



ADVANCED TECHNOLOGY & EDUCATION PARK (ATEP)

In 2004, SOCCCD was conveyed 68.37 acres of land from the Department of the Navy on the former Marine Helicopter Base in Tustin and named the Advanced Technology & Education Park (ATEP). This land conveyance provided the opportunity for the district to create an advanced technology and educational park emphasizing public/private partnerships focused on the colleges' career technical educational programs. The district opened with a 1 and 1/2 acre temporary campus in fall 2007 to begin serving students. Land exchange agreements with the City of Tustin were completed in 2013. This new land configuration provided the District with a 61.4 acre site to develop. Included in the agreements was an agreement to cost share and extend Bell Avenue. Bell Avenue, now newly called Victory Drive, will be constructed coinciding the construction of the IVC First Building at ATEP. Victory Road bifurcates the property and provides better access for our future students and the general public who will use the site.

Currently, Irvine Valley College oversees the day-to-day operations of the 14,088 square feet of temporary instructional buildings at the ATEP site. The District leases these buildings from the City of Tustin. District Services oversees planning, legal, and infrastructure development for the site.

Accomplishments and Future Activities

ATEP has several projects currently underway supporting the development of this site. Recent accomplishments and future activities in the planning and development of the ATEP site include:

- The design documents for the first ATEP building which will support Irvine Valley College academic programs were submitted by the Design-Builder to the Division of the State Architect (DSA) for review. It is anticipated that construction will commence in early September. The building will be a 32,000 square foot facility housing academic programs already on the ATEP site, along with an electrical/electronic program being moved from IVC to ATEP, and a Testing Center. The new building will also house an increased presence of student services that will better support our ATEP students.
- The design for the utility and road infrastructure project that will support the IVC first building and Phase I of the site was completed and has been approved by DSA. The District is currently in the process of prequalifying a General Engineering Contactor to bid the project. The ATEP Infrastructure Project will support the IVC First Building and additional site development, providing a utility back-bone to all of the phase one area in the ATEP Development Framework. This project is also expected to commence in September 2016.
- The City of Tustin and the District are working together to construct an extension of Bell Avenue, now designated as Victory Road, going through the ATEP development area. The road will be dedicated to the city upon completion and provide for important access and increases in average daily trips for the ATEP site. The construction on the road is expected to be completed by spring 2017.

- District staff is also working with the County of Orange to facilitate the design of the County Animal Care Center which is being built adjacent to the ATEP site on land leased from SOCCCD.
- All four construction projects will be going on simultaneously on the site with all four to be completed by various dates in the fall of 2017.
- The District has entered into an agreement for new commercial real estate brokers. The brokers will advertise partnership opportunities for the ATEP site. These partnerships will embrace opportunities for college program synergies to support student training, instruction, and career success. Ground lease opportunities for these partners will enhance the site for career technical education.
- The Land Exchange Agreement entered into with the County of Orange in 2011 was finalized. This Exchange allows for a more contiguous configuration of the ATEP site.
- The District is in the process of establishing the Covenants, Conditions and Restrictions (CC&R's) for the future tenants who develop portions of the site.

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

BUDGET DEVELOPMENT GUIDELINES

Board Philosophy:

The Board of Trustees shall support and follow fiscal policies that:

1. Ensure wise and prudent use of public resources.
2. Promote financial strength and stability.
3. Maximize educational opportunities for students.

Participatory Governance:

An opportunity for review and input will be provided to the appropriate participatory governance groups prior to adoption of the final budget.

Guiding Principles:

The following guiding principles are provided to District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

1. Reserve for Economic Uncertainties

The general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue. A monthly update will be provided to the Board of Trustees that reviews current revenue, expenditure, and ending balance projections. Any action proposed by a staff member, a Board member, or the Board of Trustees as a governing body, which could potentially reduce the reserve, will be reported to the Board in the monthly update. A reported reduction in the reserve below 7.5% shall be accompanied by a plan that indicates how the reserve shall be restored.

2. Future Long Term Debt Issues

No additional COP, or other long-term debt, will be issued until:

- a. An ongoing revenue stream has been identified that covers the full payment for the existing issues.
- b. A dedicated revenue stream has been identified for the payments for the new issue.

The Board has identified this principle as having a very high priority.

3. Retirement Incentives

No retirement incentives will be provided unless one-time funds have been identified that will cover the full cost or the plan savings are sufficient to pay the cost of the incentive.

4. Area/College Allocations

The expenditure budgets for each area/college shall not exceed the projected resource allocations. Any college or district balances existing at the end of each fiscal year, either positive or negative, will result in an equivalent adjustment in the allocation in the subsequent year. In addition, the Vice Chancellor of Business Services and College Business Officers shall monitor the college budgets to ensure there are no negative balances.

5. Deficit Financing

Deficit financing is defined as a budget in which projected expenditures exceed projected revenue for the year. Deficit financing should not occur for ongoing expenses such as salary increases. The amount of deficit financing should always be clearly presented in the budget document. Deficit financing shall not result in a reserve balance that is less than 7.5%.

6. Retiree Medical, Dental, Vision, and Medicare Coordination of Benefits (COB) Plans

To be compliant with GASB 43 and 45, an irrevocable trust was formed in FY 2007-2008 to fund medical, dental, vision, and Medicare plans for SOCCCD retirees. This trust was established and the Keenan Futuris Public Entity Investment Trust Program was selected to organize the structure and operations of the trust. Benefit Trust Company was selected to manage the funds in the trust. An actuarial study is conducted at a minimum of every two years to update the District's OPEB (other post-employment benefits) liability. It is the Board's intent to fully fund the liability once it is identified.

7. Basic Aid

While the District is a basic aid district:

- a. The expenditure budgets for ongoing purposes shall be the resources that would have been available from state apportionment.
- b. Excess revenue above apportionment shall be allocated at the college or district level for one-time purposes, such as to cover some of the unfunded obligation for the retiree benefit plans.
- c. Excess revenue above apportionment shall not be used for regular ongoing expenditures, such as salaries.
- d. Excess revenue above apportionment shall not be used for any other purposes that will jeopardize the District's future financial stability.
- e. BP and AR 3110 will be followed when allocating basic aid funds.

8. One-time Cost Savings

One-time cost savings shall be allocated to purposes such as the unfunded obligation for the retiree benefit plans, or to one-time expenditures.

9. Full Time Equivalent Student Targets

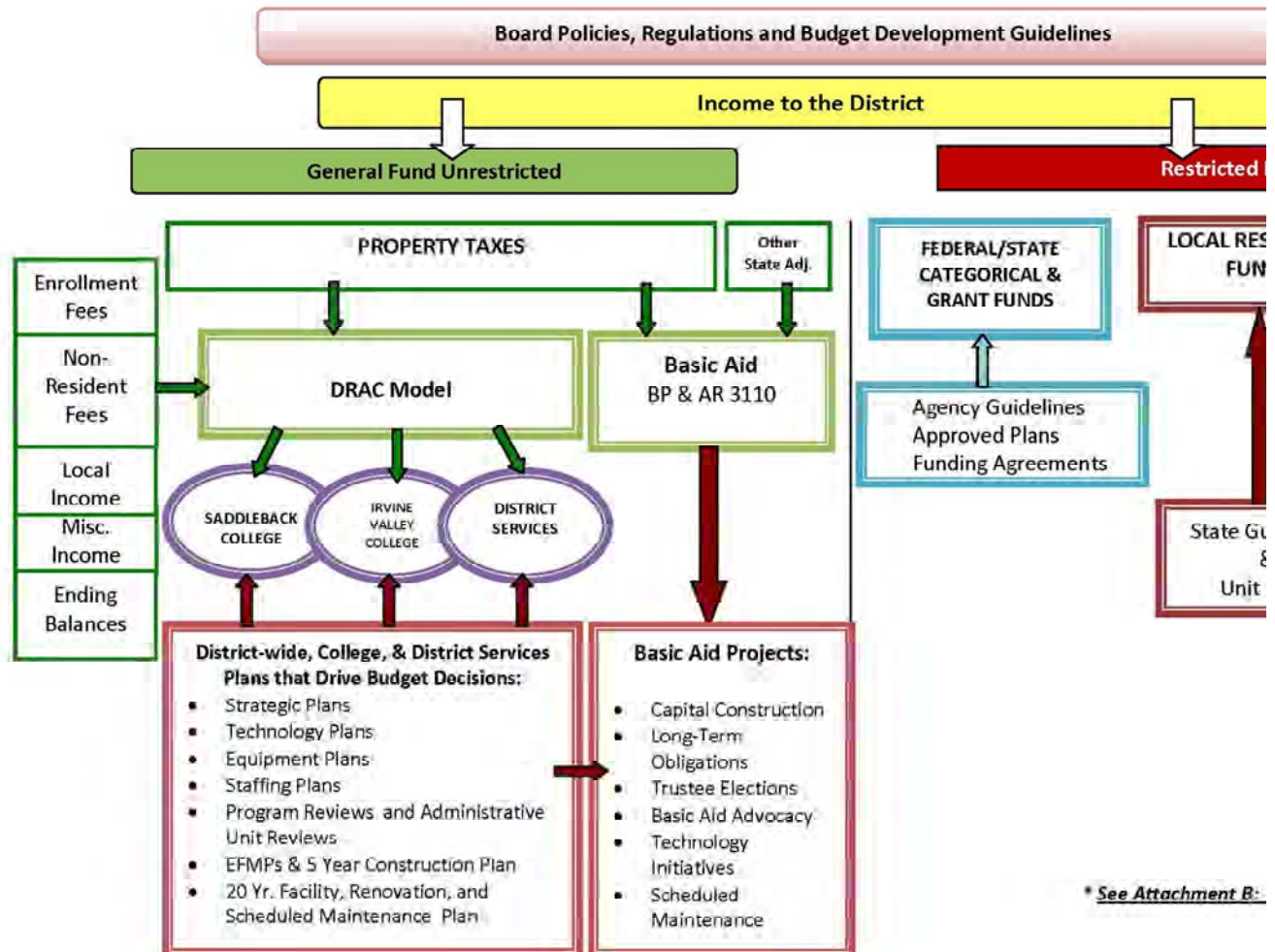
When developing the target FTES, consideration will be given to the following:

- a. The needs of students and the community.
- b. The percentage of growth allocation in the state apportionment formula.
- c. The FTES generated in the most recent academic year.
- d. The number of FTES the college administration realistically believes can be generated.

10. Funding for Growth

The District resource allocation model shall limit funding for growth FTES to a maximum of the SOCCCD individual adjusted growth rate published by California Community College System Office, adjusted by subsequent System Office revisions. District growth funding shall also be constrained by FTES growth achieved by the District up to the maximum amount funded through the SB 361 allocation formula.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT RESOURCE ALLOCATION PROC



dif 8/11/2011

SUMMARY OF GENERAL FUND BUDGET ALLOCATIONS

Allocated Area	* Unrestricted	*Restricted	Total
Saddleback College	\$ 113,579,260	\$34,922,804	\$148,502,064
Irvine Valley College	\$ 64,061,883	\$17,644,011	\$ 81,705,894
District Services	\$ 18,573,704	\$ 15,033	\$ 18,588,737
District-wide General Expense	\$ 3,841,614		\$ 3,841,614
Part-Time Faculty Parity Funds	\$ 575,592		\$ 575,592
Basic Aid Allocation/Transfer**	\$ 58,882,174		\$ 58,882,174
Basic Aid Contingency	\$ 13,865,469		\$ 13,865,469
Reserves for Economic Uncertainties	\$ 12,705,329		\$ 12,705,329
TOTALS***	<u>\$ 286,085,025</u>	<u>\$ 52,581,848</u>	<u>\$338,666,872</u>

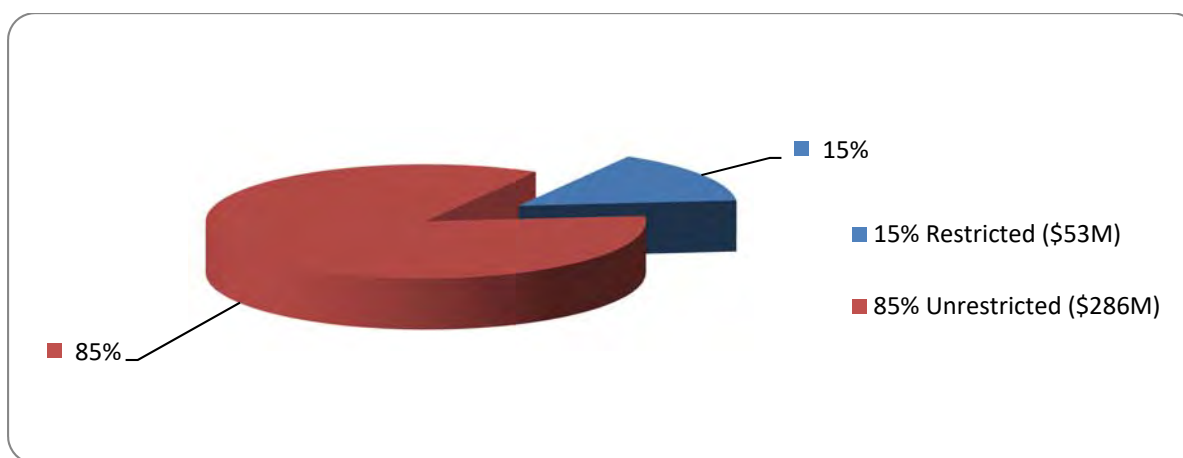
* See pages 28 through 32 (Total of revenue, expenses and ending balance for each budget location)

**Prior Year Beginning balance of Basic Aid funds (\$3.1 M) is in the Capital Outlay fund.

*** The basic aid total was based on conservative property tax estimates.

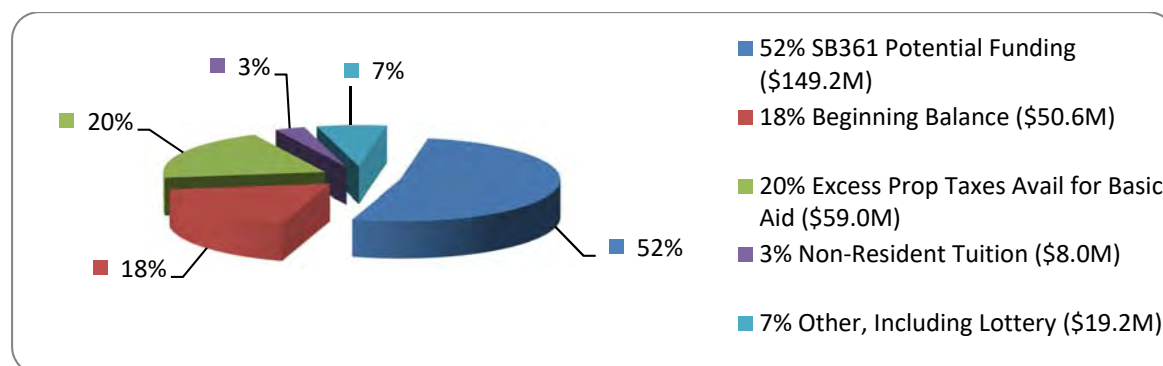
GENERAL FUND REVENUE

The general fund, which totals \$339 million, consists of accounts that are not required to be recorded in a separate fund. There are two segments of the general fund: “Unrestricted” and “Restricted.”

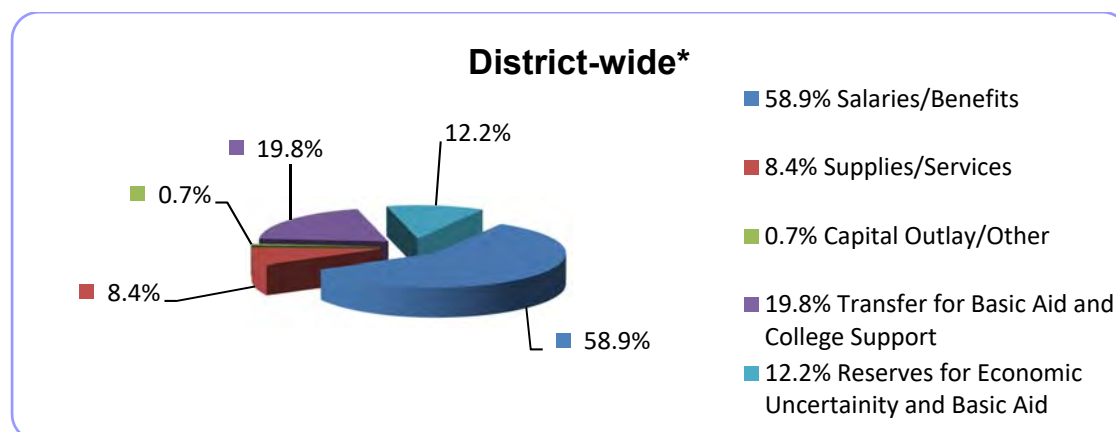


UNRESTRICTED GENERAL FUND REVENUE

The largest segment of the general fund is the *unrestricted portion*, which accounts for resources for the general purpose programs of the District, approximately \$286 million (85% of the activity). This is an increase of \$16 million over last year due primarily to increases in beginning balances, property taxes, growth and base augmentation. Of the resources, 52% is equivalent to the amount that would be calculated in the state-developed funding formula established by SB361. The total amount that is equivalent to what would be potentially received from state apportionment funding (SB361) is determined by the State Budget Act and is distributed to the 72 community college districts by formulas developed by the California Community College Chancellor's Office. The computational revenue recognizes changes in the COLA and student enrollment growth. The District will not receive state apportionment funding because local property taxes and student enrollment fees exceed the calculation entitlement. The remaining part of the unrestricted resources comes from FY 2016-2017 Basic Aid (20%), Non-Resident Tuition (3%), and other sources, including Prop 30 EPA funds and Lottery (7%). The beginning balance, carried forward from the prior year, is 18% of available unrestricted funds.



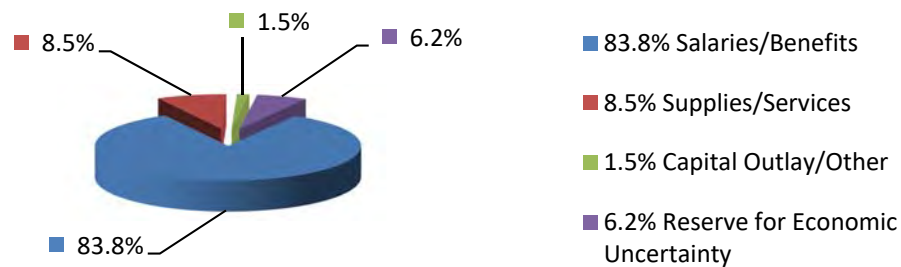
UNRESTRICTED GENERAL FUND OPERATING EXPENDITURES



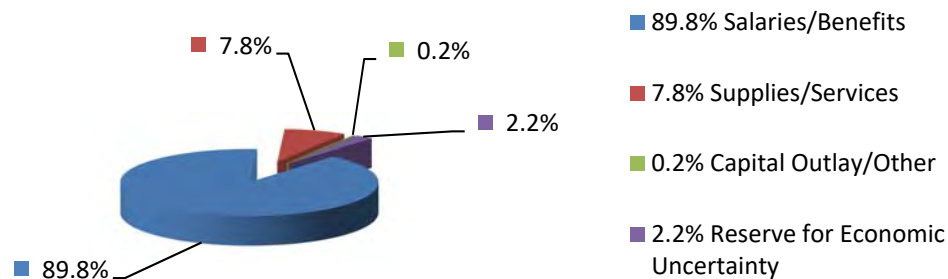
**Note: These percentages are based on the entire District budget that includes all reserves and Basic Aid funds. Without reserves and Basic Aid funds, the percentage for salaries and benefits would be 86.5%, which has increased from 84.9% last year.*

Most of the expenditures in the general fund operating budgets are for employee salaries/benefits as seen below. Saddleback College salaries and benefits equal 83.8% of its operating budget (up from 82.1%) and Irvine Valley College salaries and benefits equal 89.8% of its operating budget (up from 82.4%). District Services salaries and benefits increased from 76.8% to 79.6% of its operating budget. These increases reflect the negotiated salary increases and the overall reduction in available funds.

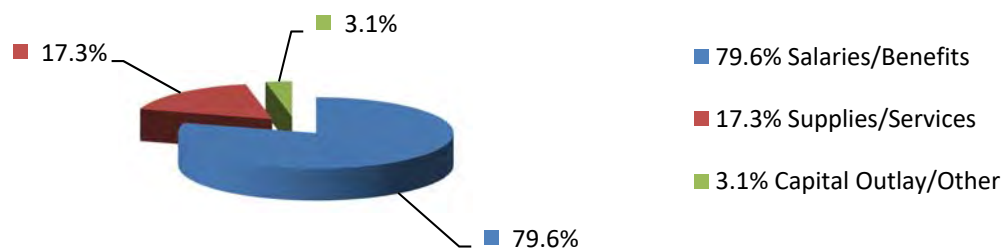
Saddleback College



Irvine Valley College



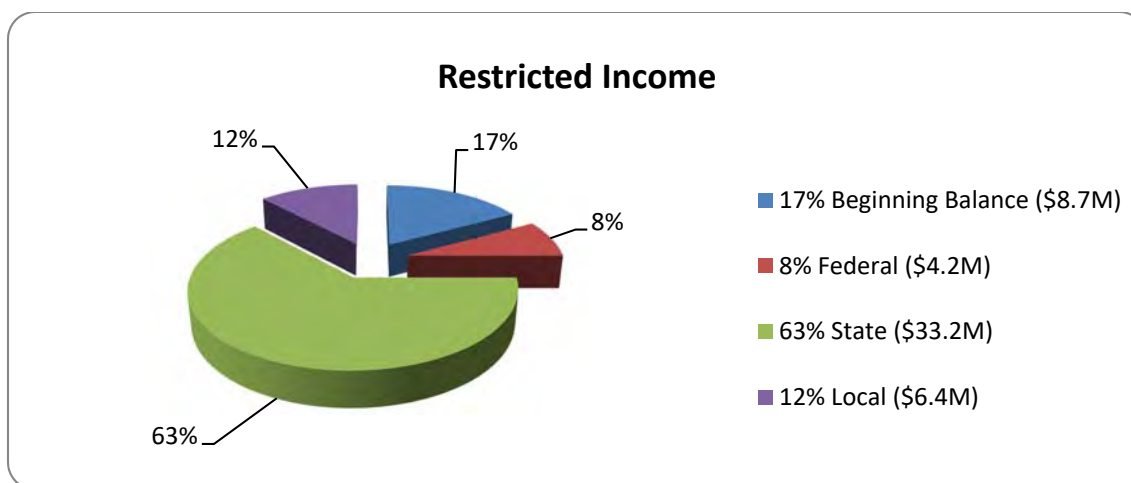
District Services



For fiscal prudence, the District-wide recommended budget target for overall staff costs is to not exceed 86-88% of the total budget so there are sufficient resources for instructional materials, equipment, and other operational costs. It is advisable to be on the low end of the range.

RESTRICTED GENERAL FUND

The other segment of the general fund is the *restricted portion (categorical aid and grants)*, approximately \$53 million (15% of the general fund activity). This accounts for federal, state, and local money that must be spent for a specific purpose by law or agreement. Examples of these programs, which are mostly services targeted for specific population groups, are: Perkins Title I-C, Student Success and Support Programs (SSSP), Student Equity Planning (SEP), Extended Opportunity Programs and Services (EOPS), Disabled Students Programs and Services (DSPS), and Cooperative Agencies Resources for Education (CARE). The restricted general fund increased by \$12 million from the prior year primarily from state funds. All federal, state, and local grants and categorical funding are recognized in the restricted general funds of the district as fiscal agent and are used primarily by the colleges for support to educational programs and specialized activities.



NOTEWORTHY GENERAL FUND ASSUMPTIONS

- Unrestricted General Fund beginning balance is \$50.6 million. This is made up of the prior year reserve for contingency and general expenses (\$21.2 million), location beginning balances (\$15.7 million), and basic aid funds (\$13.7 million) which are included in the basic aid project budget.
- Full Time Equivalent Students (FTES) targets have been increased by 0.5% over last year's targets to align with the State apportionment formula and growth funds were provided to the colleges in the DRAC funding model. Actual annual FTES for FY 2015-2016 declined from FY 2014-2015 due to a shift in reporting. Both colleges expect to meet their targets for FY 2016-2017.

	FY 2012-2013 Actual	FY 2013-2014 Actual	FY 2014-2015 Actual	FY 2015-2016 Annual	FY 2016-2017 Target
IVC	9,329	9,419	9,510	9,841	9,712
SC	18,475	15,541	18,177	15,086	18,564
TOTAL	27,804	24,960	27,687	24,927	28,276

- Proposition 30 Education Protection Act (EPA) funds are budgeted at \$2.7 million, which is a decrease of \$100 thousand from FY 2015-2016 based on FTES. These revenues are from temporary taxes that will expire in FY 2016-2017 and FY 2018-2019 and are budgeted for part-time faculty salaries and benefits.
- Enrollment fee revenue remains flat. Continuing increases in both the number and percentage of students who qualify for Board of Governor (BOG) waivers offsets any increases in enrollment fees. Since FY 2007-2008, there has been an almost 200% increase in the number of students qualifying for BOG waivers.
- Lottery revenue is budgeted at \$3.9 million based on an estimated \$140 per FTES funding, an increase of \$400,000 from the prior year. Lottery funds are paid on all FTES, including non-resident FTES.
- Employee movement on the salary schedule (step and column increases) and negotiated salary increase are included in the adopted budget for all employee groups. This includes a 3% increase for faculty, classified, administrators and managers.
- The budget includes an overall cost increase of 2.9% for employee health and welfare benefits including PPO medical insurance, HMO medical insurance, dental insurance, vision insurance and life insurance.
- Workers' Compensation insurance is budgeted at 1.6% of salaries. This is a decrease of .2% from FY 2015-2016 due to improved experience rates.
- The unemployment insurance rate for FY 2016-2017 remains stable at 0.05% of salaries.
- The Public Employees Retirement System (PERS) employer contribution rate is budgeted at 13.888% of salaries, an increase of 2.041% from FY 2015-2016. The rate was approved by the PERS board in April. Additional increases are anticipated for the next several years.

Fiscal Year	2015-2016 Actual	2016-2017 Estimated	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016
PERS Annual Rate	11.847%	13.888%	16.600%	18.200%	19.900%	20.400%	
PERS Contribution	5,424,269	6,549,524	8,063,347	8,840,537	9,666,302	9,909,174	4,484,905

- The State Teachers Retirement System (STRS) employer contribution rate for FY 2016-2017 is budgeted at 12.58% of salaries, an increase of 1.85% from FY 2015-2016. This increase was approved by the legislature last fiscal year. We will continue to see similar increases in the coming years.

Fiscal Year	2015-2016 Actual	2016-2017 Estimated	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016
STRS Annual Rate	10.730%	12.580%	14.430%	16.280%	18.130%	19.100%	
STRS Contribution	7,181,247	8,671,975	10,245,683	11,559,232	12,872,781	13,561,507	6,380,260

- The property and liability insurance coverage is budgeted at \$1,250,000, which is a \$50,000 increase over the prior year.

General Expenses have the following budgeted amounts and changes from FY 2015-2016:

<u>EXPENSE</u>	<u>AMOUNT</u>	<u>CHANGE</u>
District Services Facilities and Maintenance	\$ 300,000	
Discrimination/Harassment Investigation Services	\$ 400,000	\$ 300,000
District-wide IT Maintenance Agreements	\$ 721,614	(\$87,218)
District-wide Strategic Planning	\$ 110,000	
Faculty Job Fair	\$ 30,000	
Financial Audit	\$ 145,000	
Labor Contract Negotiations	\$ 100,000	
Legal Advertising	\$ 30,000	
Legal Fees	\$ 500,000	\$ 25,000
Offsite Technology Security	\$ 115,000	
Personnel Advertising	\$ 130,000	
Phone System Maintenance Agreement	\$ 200,000	
Property & Liability Insurance	\$ 1,250,000	\$ 50,000
Faculty Sabbatical Bond Payments	\$ 18,000	
Employee Safety Compliance Cost	\$ 50,000	\$ 10,000
Taxpayer Relief Act Compliance	\$ 42,000	
TOTAL GENERAL EXPENSE ACCOUNTS	\$4,141,614	\$297,782
District Services Facilities and Maintenance*	\$ <300,000>	
ADJUSTED GENERAL EXPENSE ACCOUNTS	\$3,841,614	\$297,782

**Paid to Saddleback College for expenses related to District Services space, utilities, and maintenance in the Health Sciences Building*

The FY 2016-2017 Adopted Budget includes inter-fund transfers as follows:

To:	From:					
	General Fund SC	General Fund DS	Capital Outlay	Basic Aid	Pension Stability	Total
General Fund IVC (a)					\$610,004	\$610,004
General Fund SC (b)			\$2,100,000		\$1,202,005	\$3,302,005
General Fund DS (c)					\$195,000	\$195,000
Child Development (d)	\$250,000					\$250,000
Capital Outlay (d,e)	\$250,000			\$32,379,557		\$32,629,557
Self-Insurance Fund (e)		\$250,000		\$100,000		\$350,000
Retiree Benefits Fund (e)				\$11,050,000		\$11,050,000
Pension Stability Fund (e)				\$12,600,000		\$12,600,000
Total Transfers	\$500,000	\$250,000	\$2,100,000	\$56,129,557	\$2,007,009	\$60,986,566

- (a) Transfer from Pension Stability Trust to IVC
- (b) Transfer from Pension Stability Trust to SC and return of advanced project funds covered by basic aid
- (c) Transfer from Pension Stability Trust to DS
- (d) Transfer from SC to support child development center and capital outlay projects
- (e) Basic Aid funds allocated based on BAARC recommendations for FY 2016-2017

FISCAL STABILITY AND RESERVE FOR ECONOMIC UNCERTAINTIES

Reserve funds are an important financial solvency safeguard. Examples of needs for the reserve for economic uncertainties are revenue shortfalls, unexpected repairs, and enrollment declines.

Based on BP 3100, the FY 2016-2017 Tentative Budget includes a reserve for contingency of 7.5% of unrestricted operating funds, with a total amount of \$12,705,329. The State Chancellor's Office recommends a minimum district reserve of 5%.

BASIC AID STATUS

A “community supported” district is one that receives more revenue from local sources (property taxes and student enrollment fees) than it would receive in total for state apportionment. The District, therefore, is self-sufficient and does not rely on state apportionment for general operations. The portion of property taxes received above the state calculated allocation is referred to as Basic Aid Receipts. The District returned to its status as a basic aid district in the FY 1999-2000 and has received basic aid receipts as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
1999 - 2004	\$ 74,365,248
2004 - 2005	\$ 40,162,878
2005 - 2006	\$ 46,899,203
2006 - 2007	\$ 52,896,017
2007 - 2008	\$ 50,692,873
2008 - 2009	\$ 51,179,365
2009 - 2010	\$ 39,022,021
2010 - 2011	\$ 38,737,963
2011 - 2012	\$ 39,301,044
2012 - 2013	\$ 46,888,399
2013 - 2014	\$ 41,571,064
2014 - 2015	\$ 49,642,317
2015 - 2016	\$52,672,948

The District estimates that property tax receipts above state calculated allocation amount for FY 2016-2017 and future years to be as follows:

<u>Fiscal Year</u>	<u>Basic Aid Receipts</u>
2016 - 2017	\$ 58,510,948
2017 - 2018	\$ 56,888,420
2018 - 2019	\$ 56,693,954
2019 - 2020	\$ 56,475,824

The FY 2015-2016 Basic Aid Receipts were increased after final property tax receipts were posted. Although still conservative, the FY 2016-2017 receipts are also higher due to larger projected property tax revenues.

The assumptions used to estimate basic aid funds for FY 2016-2017 are: SB361 funding COLA is estimated at 0.0%, growth is 0.5%, a base allocation increase of \$1.6 million, and enrollment fees at \$46 per unit. For the following years, SB361 COLA is estimated at 1% for FY 2017-2018 and 2% thereafter. Growth is estimated at 0.5% for all years.

The Orange County Auditor Controller’s office is consulted regularly in order to conservatively project the District’s property tax revenue. The FY 2016-2017 estimates are based on that information and historical trends. For the FY 2016-2017, property taxes are budgeted with a 4% increase over FY 2015-2016. For the following three years, secured taxes are estimated to increase

2% per year. Unsecured, homeowners, and supplemental taxes are estimated to remain constant, with no increase.

During FY 2011-2012, BP 3110 Basic Aid Funds Allocation Process and AR 3110 were developed to guide the Basic Aid allocation process. The Basic Aid Allocation Recommendation Committee (BAARC) is following this process for its recommendation for allocating the FY 2016-2017 basic aid funds and has partially allocated funds at this time. Additional allocations will be made at a future date. As this annual process was begun early in the budget cycle and was based on estimates, some final adjustments to funds available are made in the adopted budget.

The schedule below shows basic aid funds and projects that are included in the FY 2016-2017 Adopted Budget.

ESTIMATED BASIC AID RESOURCES & PLANNED EXPENDITURES

<u>FY 2016-2017 Resources</u>	<u>Amount</u>
Balance at July 1, 2016	\$ 16,229,972
Receipts FY 2016-2017	<u>\$ 58,510,948</u>
Estimated Property Taxes for Basic Aid	\$ 74,740,920
Contingency for Unrealized Tax Collections (20%)	(\$11,702,190)
Unallocated Funds	<u>(\$ 2,163,279)</u>
Total Allocated FY 2016-2017	<u>\$ 60,875,451</u>
<u>Budgeted Expenditures</u>	
FY 2016-2017 Long-Term Obligations and Fixed Expenses	\$ 24,625,000
Funding for Capital Projects	\$ 36,250,451
Total Approved and Budgeted Projects	<u>\$ 60,875,451</u>

The following projects were approved by the Board of Trustees:

<u>Basic Aid Projects</u>	<u>Project Amount</u>
Closed Projects	\$215,824,007
Prior Approved Open Project Balances	\$396,411,675
<u>New FY 2016-2017 Project Funding</u>	<u>Project Total</u>
<u>Long Term Obligations & Fixed Expenses</u>	
Insurance Deductibles*	\$100,000
SOCCCD - Legislative Advocacy Services*	\$125,000
Board of Trustee Election*	\$750,000
Retiree Benefits Expenses*	\$11,050,000

Pension Stability Trust*	\$12,600,000
<u>Capital Projects/Defects/Scheduled Maintenance/Renovation</u>	
IVC – ATEP Building*	\$1,600,000
IVC – Fine Arts Building*	\$1,659,739
IVC – Health Center/Concessions*	\$5,338,000
IVC – New Parking Lot Phase IA*	\$3,655,000
SC – ATAS Renovation*	\$3,110,000
SC - Fine Arts HVAC, Interior Improvements, Outdoor Theater*	\$2,100,000
SC – Gateway Building*	\$1,936,817
SC – Library Communication Arts*	\$1,217,073
<u>ATEP Development & Operations</u>	
ATEP Support (security, maintenance and operations support)*	\$766,432
<u>Capital Programs Planning, Technical, Specialty, Legal Consulting</u>	
ATEP Site Development*	\$1,500,000
ATEP Utilities/Infrastructure*	\$2,475,000
District-wide Sustainability/Energy Planning*	\$40,000
District-wide ADA Physical Access Transition Plan*	\$440,000
DW Technology Consultant for Capital Construction	\$460,000
Educational Facilities Master Plan	\$500,000
Legal Counsel for Facilities*	\$200,000
Pre-Planning and Investigations*	\$55,000
<u>IT Projects</u>	
Classroom Technology and Audio Visual Refresh*	\$2,000,000
District-wide Network Security Firewall Refresh	\$820,000
Faculty and Staff Email Infrastructure Refresh	\$355,000
HR/Business Services Integrated Software*	\$1,800,000
Refresh MDF and IDF*	\$500,000
Student Information System Enhancements*	\$1,814,400
Wireless Upgrade	\$1,907,990
Total FY 2016-2017 Funded Projects	\$60,875,451
Cumulative Total - Basic Aid Projects	<u>\$672,911,133</u>

*Reflects an augmentation to an existing project

OTHER FUNDS

Community Education Fund (Fund #07 and Fund #09)

The Community Education funds are self-supporting with income derived from community education fees. Both colleges provide community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum; the instruction is consistent with the primary mission of the District. The income and expenses from the activities of these programs at Irvine Valley College is accounted for in Fund #07, and at Saddleback College in Fund #09. Both colleges are currently self-supporting.

Child Development Fund (Fund #12)

The Child Development funds are intended to be self-sufficient. The District operates child development programs at both colleges for the benefit of children aged 18 months to 5 years. Services are provided to students and the community on a fee basis. Although the intent is for self-sufficiency, Saddleback College plans for \$250,000 of support from the unrestricted general fund (26% of funding). Irvine Valley College has not budgeted any support for the child development program for the adopted budget. The child development programs at both colleges are also not charged for administration or operations, and it is currently not self-supporting.

Capital Outlay Projects Fund (Fund #40)

The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources, i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, basic aid projects, and district funded projects.

Redevelopment Agency (RDA) funds continue to be received from eight cities within the district, although the state terminated the redevelopment agencies in 2011. Funds are received based on prior “pass-through” agreements as well as residual funds not needed to pay remaining agency obligations. The funds are required to be spent on educational facilities including facility construction, remodeling, and deferred maintenance. These funds have been distributed in the adopted budget following the DRAC model allocation with a 20% contingency.

Reserves (20%)	\$	7,290,005
Irvine Valley College	\$	9,149,664
Saddleback College	\$	17,286,810
District Services	\$	2,723,546
Total Allocations	\$	29,160,020
Total Available Funds 6/30/16	\$	36,450,025

The next table is a schedule of planned capital outlay projects.

CAPITAL OUTLAY PROJECTS – FUND 40

	FY 2016-2017
<u>Project Description</u>	<u>Adopted</u>
	<u>Budget</u>
Basic Aid Projects (including required college match)	\$187,296,663
<u>Other Project Funds</u>	
ATEP Property Development	\$1,016,806
District Technology Enhancement	\$269,421
State Scheduled Maintenance Projects (including required college match)	\$364,850
SC - Future Parking Lot Projects	\$589,222
SC - Future Capital Outlay Projects	\$4,871,634
District - Future Capital Outlay Projects	\$33,324,456
Redevelopment Funds for Capital Projects (Lake Forest, Mission Viejo, Tustin, Orange County, Irvine, Santa Ana, San Clemente, San Juan Capistrano)	\$37,700,025
Total Fund 40	\$265,433,077

Facilities Corporation Capital Outlay Projects Fund (Fund #41)

The District established the Facilities Corporation Capital Outlay Projects Fund to account for the transactions related to the New Markets Tax Credit (NMTC) funding or other alternate sources of funding that is being explored to assist with the funding of the development of ATEP. There currently are no NMTC funding opportunities or other sources of funds, therefore, no budget is established for FY 2016-2017. This fund is planned for administration of CC&R's associated with the ATEP property and will be active in the future for this purpose.

Self-Insurance Fund (Fund #68)

The self-insurance fund is used to account for the activities of the District's risk management department and the self-funded programs for property/liability and workers' compensation.

Retiree Benefit Fund (Fund #71)

The District pays premiums for health care coverage for retirees according to Board policies and contract agreements with employee groups. The Retiree Benefit Fund is used to pay retiree benefit premiums that are reimbursed from the OPEB Trust fund. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.

An actuarial study is conducted at a minimum of every two years to update the status of the District's irrevocable trust and determine any unfunded liabilities. The study provides two estimates: 1) the annual accrual to cover the value of benefits "earned" in the current year for existing employees, and 2) the total projected benefits accrual for employees' past service. The current study estimates the cost for the annual accrual for current employees to be \$4,660,000.

The District's actuarial accrued liability for past service is estimated at \$95,770,922 and is currently sufficiently funded. An irrevocable trust was established in FY 2007-2008 to fund the OPEB obligation in accordance with GASB 43 and 45.

Retiree Other Post-Employment Benefits (OPEB) Trust Fund (Fund #72)

The Retiree OPEB Trust Fund is used to account for the activities of the District's irrevocable trust. It was established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement. The District's OPEB liability was updated in January 2016 with the completion of a required actuarial study.

Foundation Funds (Funds #73 through 76)

These are funds that account for the operations of Saddleback College, Irvine Valley College, District, and ATEP foundations which are overseen by each of their respective boards of directors. The foundations are auxiliary organizations and are considered component units of the District. The foundation budgets are brought annually to the Board of Trustees for their approval at the Adopted Budget stage in August.

Pension Stability Trust (PST) Fund (Fund #78)

The PST fund was established to pre-fund the anticipated costs associated with the increase in pension rates through FY 2020-2021. The funds will be transferred to the district each year based on actual increased expenditures for STRS and PERS.

Associated Student Government (ASG) Funds (Funds #95 and #96)

The ASG organizations are auxiliaries of the District. The budgets are brought to the Board of Trustees independently from the SOCCCD Adopted Budget for board approval.

BUDGET TABLES

The Adopted Budget for FY 2016-2017 for all District funds is summarized on the following pages.

Dr. Debra L. Fitzsimons, Vice Chancellor of Business Services & Acting Chancellor
Kim McCord, Executive Director of Fiscal Services/Comptroller

Revenues, Expenditures and Change in Fund Balance

COMPONENTS OF ENDING BALANCE																
Reserve, Economic Uncertainties/Fund Bal.	\$	21,122,525	\$	-	\$	30,153,858	\$	1,097,207	\$	1,326,134	\$	104,738,331	\$	26,036,592	\$	184,474,647
Reserve, Unrealized Tax Collections (Basic Aid)		13,865,469		-		-		-		-		-		-		13,865,469

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2016-2017**

Revenues, Expenditures and Change in Fund Balance

	Saddleback College			General Fund Irvine Valley College			District Services			
	General Fund	General Fund	Total	General Fund	General Fund	Total	General Fund	General Fund	Total	
	Unrestricted	Restricted		Unrestricted	Restricted		Unrestricted	Restricted		
SOURCES OF FUNDS										
BEGINNING FUND BALANCE:	9712 \$	9,640,806 \$	6,167,397 \$	15,808,203 \$	3,921,728 \$	2,556,618 \$	6,478,346 \$	2,153,075 \$	- \$	2,153,075
REVENUES:										
SB361 Revenue	Various	88,931,921 \$	- \$	88,931,921 \$	48,704,055 \$	- \$	48,704,055 \$	16,225,629 \$	- \$	16,225,629
Basic Aid		-			-			-		-
Federal Sources	8100-8199	-	2,395,998	2,395,998		1,836,585	1,836,585			
Other State Sources	8600-8699	7,567,331	22,954,025	30,521,356	3,982,320	10,171,855	14,154,175		15,033	15,033
Other Local Sources	8800-8899	4,137,197	3,405,384	7,542,581	6,843,776	3,078,953	9,922,729			
Total Revenue		100,636,449	28,755,407	129,391,856	59,530,151	15,087,393	74,617,544	16,225,629	15,033	16,240,662
RESTRICTED BASIC AID	8980-8989	-	-	-	-	-	-	-	-	-
INCOMING TRANSFERS	8980-8989	3,302,005	-	3,302,005	610,004	-	610,004	195,000	-	195,000
TOTAL SOURCES OF FUNDS		\$ 113,579,260	\$ 34,922,804	\$ 148,502,064	\$ 64,061,883	\$ 17,644,011	\$ 81,705,894	\$ 18,573,704	\$ 15,033	\$ 18,588,737
USES OF FUNDS										
EXPENDITURES:										
Academic Salaries	1000-1999	\$ 50,165,680	\$ 4,098,314	\$ 54,263,994	\$ 28,795,551	\$ 1,871,182	\$ 30,666,733	\$ 1,302,037	\$ -	\$ 1,302,037
Other Staff Salaries	2000-2999	20,263,422	7,307,901	27,571,323	13,650,887	3,830,543	17,481,430	8,886,782	-	8,886,782
Employee Benefits	3000-3999	24,755,775	3,591,387	28,347,162	15,076,067	2,205,545	17,281,612	4,604,751	-	4,604,751
Supplies & Materials	4000-4999	1,954,640	3,479,579	5,434,219	774,074	1,320,750	2,094,824	93,505	-	93,505
Services & Other Operating	5000-5999	7,711,052	5,959,258	13,670,310	4,203,068	2,997,148	7,200,216	3,117,244	15,033	3,132,277
Capital Outlay	6000-6999	1,478,691	9,541,373	11,020,064	145,040	5,067,746	5,212,786	319,385	-	319,385
Payments to Students	7500-7699	-	694,992	694,992	-	351,097	351,097	-	-	-
Total Expenditures		106,329,260	34,672,804	141,002,064	62,644,687	17,644,011	80,288,698	18,323,704	15,033	18,338,737
OTHER FINANCING USES:										
Transfers Out	7300-7400	\$ 250,000	\$ 250,000	\$ 500,000	\$ -	\$ -	\$ -	\$ 250,000	\$ -	\$ 250,000
Basic Aid Transfers Out	7300-7400	-	-	-	-	-	-	-	-	-
Debt Service	7100-7199	-	-	-	-	-	-	-	-	-
Total Other Sources (Uses)		250,000	250,000	500,000	-	-	-	250,000	-	250,000
TOTAL USES OF FUNDS		106,579,260	34,922,804	141,502,064	62,644,687	17,644,011	80,288,698	18,573,704	15,033	18,588,737
ENDING FUND BALANCE		\$ 7,000,000	\$ -	\$ 7,000,000	\$ 1,417,196	\$ -	\$ 1,417,196	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE										
Reserve, Economic Uncertainties/Fund Bal.	\$	7,000,000	\$ -	\$ 7,000,000	\$ 1,417,196	\$ -	\$ 1,417,196	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)		-	-	-	-	-	-	-	-	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2016-2017

Revenues, Expenditures and Change in Fund Balance

	Basic Aid			Other*			Total General Fund		
	General Fund		Total	General Fund		Total	General Fund		Total
	Unrestricted	Restricted		Unrestricted	Restricted		Unrestricted	Restricted	
SOURCES OF FUNDS									
BEGINNING FUND BALANCE:	9712 \$	13,736,695 \$	\$ 13,736,695	\$ 21,164,496	\$ 8,724,015	\$ 59,340,815			
REVENUES:									
SB361 Revenue									
Basic Aid									
Various	\$ -	\$ -	\$ -	\$ (4,617,553)	\$ 149,244,052	\$ -	\$ -	\$ 149,244,052	
8100-8199	59,010,948	-	59,010,948	-	-	-	-	59,010,948	
Federal Sources									
8600-8699	-	-	-	-	-	-	4,232,583	4,232,583	
Other State Sources									
8800-8899	-	-	-	575,592	12,125,243	33,140,913	33,140,913	45,266,156	
Other Local Sources									
8800-8899	-	-	-	-	10,980,973	6,484,337	6,484,337	17,465,310	
Total Revenue	59,010,948	-	59,010,948	(4,041,961)	231,361,216	43,857,833	43,857,833	275,219,049	
RESTRICTED BASIC AID									
8980-8989	-	-	-	-	-	-	-	-	-
INCOMING TRANSFERS									
8980-8989	-	-	-	-	4,107,009	-	4,107,009	-	4,107,009
TOTAL SOURCES OF FUNDS	\$ 72,747,643	\$ -	\$ 72,747,643	\$ 17,122,535	\$ 286,085,025	\$ 52,581,848	\$ 52,581,848	\$ 338,666,873	

USES OF FUNDS									
EXPENDITURES:									
Academic Salaries	1000-1999	\$ -	\$ -	\$ 497,571	\$ 80,760,839	\$ 5,969,496	\$ 5,969,496	\$ 86,730,335	
Other Staff Salaries	2000-2999	313,688	-	-	43,114,779	11,138,444	11,138,444	54,253,223	
Employee Benefits	3000-3999	165,137	-	78,021	44,679,751	5,796,932	5,796,932	50,476,683	
Supplies & Materials	4000-4999	13,000	-	24,000	2,859,219	4,800,329	4,800,329	7,659,548	
Services & Other Operating	5000-5999	2,217,385	-	3,817,614	21,066,363	8,971,439	8,971,439	30,037,802	
Capital Outlay	6000-6999	43,407	-	-	1,986,523	14,609,119	14,609,119	16,595,642	
Payments to Students	7500-7699	-	-	-	-	1,046,089	1,046,089	-	
Total Expenditures		2,752,617	-	4,417,206	194,467,474	52,331,848	52,331,848	246,799,322	
OTHER FINANCING USES:									
Transfers Out	7300-7400	\$ -	\$ -	\$ -	\$ 500,000	\$ 250,000	\$ 250,000	\$ 750,000	
Basic Aid Transfers Out	7300-7400	56,129,557	-	-	56,129,557	-	-	56,129,557	
Debt Service	7100-7199	-	-	-	-	-	-	-	
Total Other Sources (Uses)		56,129,557	-	-	56,129,557	250,000	250,000	56,879,557	
TOTAL USES OF FUNDS		\$ 58,882,174	\$ -	\$ 4,417,206	\$ 251,097,031	\$ 52,581,848	\$ 52,581,848	\$ 303,678,879	
ENDING FUND BALANCE		\$ 13,865,469	\$ -	\$ 12,705,329	\$ 34,987,994	\$ -	\$ -	\$ 34,987,994	
COMPONENTS OF ENDING BALANCE									
Reserve, Economic Uncertainties/Fund Bal.		\$ -	\$ -	\$ 12,705,329	\$ 21,122,525	\$ -	\$ -	\$ 21,122,525	
Reserve, Unrealized Tax Collections (Basic Aid)		13,865,469	-	-	13,865,469	-	-	13,865,469	

* Includes General Expenses, Parity & Reserves

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTED BUDGET - FISCAL YEAR 2016-2017**

Revenues, Expenditures and Change in Fund Balance

SOURCES OF FUNDS

BEGINNING FUND BALANCE:

	Community Education Fund			Child Development Fund		
	Saddleback College (090)	Irvine Valley College (070)	Total	Saddleback College (120)	Irvine Valley College (120)	Total
9712 \$	866,467	\$ 149,070	\$ 1,015,537	\$ 29,214	\$ 5,619	\$ 34,833
REVENUES:						
SB361 Revenue	\$ -	\$ -	-	\$ -	\$ -	-
Basic Aid	-	-	-	-	-	-
Federal Sources	-	-	-	-	-	-
Other State Sources	-	-	-	-	-	-
Other Local Sources	1,901,000	472,274	2,373,274	720,570	1,066,111	1,786,681
Total Revenue	1,901,000	472,274	2,373,274	720,570	1,066,111	1,786,681
RESTRICTED BASIC AID						
8980-8989	-	-	-	-	-	-
INCOMING TRANSFERS						
8980-8989	-	-	-	250,000	-	250,000
TOTAL SOURCES OF FUNDS	\$ 2,767,467	\$ 621,344	\$ 3,388,811	\$ 999,784	\$ 1,071,730	\$ 2,071,514

USES OF FUNDS

EXPENDITURES:

Academic Salaries	1000-1999	\$ 175,404	\$ 20,543	\$ 195,947	\$ -	\$ -
Other Staff Salaries	2000-2999	583,453	180,547	764,000	699,165	778,662
Employee Benefits	3000-3999	227,691	61,056	288,747	273,652	273,308
Supplies & Materials	4000-4999	100,000	3,732	103,732	23,100	15,000
Services & Other Operating	5000-5999	1,078,657	172,348	1,251,005	3,867	4,760
Capital Outlay	6000-6999	602,262	183,118	785,380	-	-
Payments to Students	7500-7699	-	-	-	-	-
Total Expenditures		2,767,467	621,344	3,388,811	999,784	1,071,730
OTHER FINANCING USES:						
Transfers Out	7300-7400	\$ -	\$ -	\$ -	\$ -	\$ -
Basic Aid Transfers Out	7300-7400	-	-	-	-	-
Debt Service	7100-7199	-	-	-	-	-
Total Other Sources (Uses)		-	-	-	-	-
TOTAL USES OF FUNDS		2,767,467	621,344	3,388,811	999,784	2,071,514

ENDING FUND BALANCE

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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COMPONENTS OF ENDING BALANCE

Reserve, Economic Uncertainties/Fund Bal.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)	-	-	-	-	-	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Changes from Tentative Budget to Adopted Budget
Revenues, Expenditures and Change in Fund Balance
GENERAL FUND

		Unrestricted General Fund			Restricted General Fund		
		Tentative Budget	Budget Changes	Adopted Budget	Tentative Budget	Budget Changes	Adopted Budget
SOURCES OF FUNDS							
BEGINNING FUND BALANCE:		9712 \$	33,915,103 \$	16,701,697 \$	50,616,800 \$	4,725,000 \$	3,999,015 \$
REVENUES:							
SB361 Revenue	Various	\$	150,704,027 \$	(1,459,975) \$	149,244,052 \$	- \$	- \$
Basic Aid			54,082,973	4,927,975	59,010,948	-	-
Federal Sources	8100-8199		-	-	-	4,317,752	(85,169)
Other State Sources	8600-8699		10,005,592	2,119,651	12,125,243	24,853,551	8,287,362
Other Local Sources	8800-8899		10,550,459	430,514	10,980,973	13,135,131	(6,650,794)
Total Revenue			225,343,051	6,018,165	231,361,216	42,306,434	1,551,399
							43,857,833
RESTRICTED BASIC AID							
INCOMING TRANSFERS	8980-8989		-	-	-	-	-
	8980-8989		4,107,009	-	4,107,009	-	-
TOTAL SOURCES OF FUNDS		\$	263,365,163	22,719,862	286,085,025	47,031,434	5,550,414
							52,581,848
USES OF FUNDS							
EXPENDITURES:							
Academic Salaries	1000-1999	\$	80,069,358 \$	691,481 \$	80,760,839 \$	5,343,638 \$	625,858 \$
Other Staff Salaries	2000-2999		42,340,961	773,818	43,114,779	9,694,620	1,453,824
Employee Benefits	3000-3999		44,794,681	(114,930)	44,679,751	5,461,513	335,419
Supplies & Materials	4000-4999		2,509,038	350,181	2,859,219	4,112,458	687,871
Services & Other Operating	5000-5999		18,219,530	2,846,833	21,066,363	10,186,206	(1,214,767)
Capital Outlay	6000-6999		1,040,054	946,469	1,986,523	11,458,715	3,150,404
Payments to Students	7500-7699		-	-	-	784,284	261,805
Total Expenditures			188,973,622	5,493,852	194,467,474	47,031,434	52,331,848
OTHER FINANCING USES:							
Transfers Out	7300-7400	\$	500,000 \$	- \$	500,000 \$	- \$	250,000
Basic Aid Transfers Out	7300-7400		23,750,000	32,379,557	56,129,557	-	-
Debt Service	7100-7199		-	-	-	-	-
Total Other Sources (Uses)			24,250,000	32,379,557	56,629,557	-	250,000
TOTAL USES OF FUNDS			213,223,622	37,873,409	251,097,031	47,031,434	52,581,848
ENDING FUND BALANCE		\$	50,141,541	(15,153,547)	34,987,994	-	-
COMPONENTS OF ENDING BALANCE							
Reserve, Economic Uncertainties/Fund Bal.		\$	14,148,353 \$	6,974,172 \$	21,122,525 \$	- \$	-
Reserve, Unrealized Tax Collections (Basic Aid)			35,993,188	(22,127,719)	13,865,469	-	-

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Changes from Prior Year to Current Year Adopted Budget

Revenues, Expenditures and Change in Fund Balance
GENERAL FUND

	Unrestricted General Fund			Restricted General Fund		
	Adopted Budget FY 2015-2016	Budget Changes	Adopted Budget FY 2016-2017	Adopted Budget FY 2015-2016	Budget Changes	Adopted Budget FY 2016-2017
SOURCES OF FUNDS						
BEGINNING FUND BALANCE:						
9712	\$ 47,612,695	\$ 3,004,105	\$ 50,616,800	\$ 7,377,265	\$ 1,346,750	\$ 8,724,015
REVENUES:						
SB361 Revenue	\$ 149,894,914	\$ (650,862)	\$ 149,244,052	\$ -	\$ -	\$ -
Basic Aid	45,269,086	13,741,862	59,010,948	-	-	-
Federal Sources	-	-	-	4,372,603	(140,020)	4,232,583
Other State Sources	16,419,463	(4,294,220)	12,125,243	23,069,146	10,071,767	33,140,913
Other Local Sources	10,885,576	95,397	10,980,973	6,401,443	82,894	6,484,337
Total Revenues	222,469,039	8,892,177	231,361,216	33,843,192	10,014,641	43,857,833
RESTRICTED BASIC AID	-	-	-	-	-	-
INCOMING TRANSFERS	-	4,107,009	4,107,009	-	-	-
TOTAL SOURCES OF FUNDS	\$ 270,081,734	\$ 16,003,291	\$ 286,085,025	\$ 41,220,457	\$ 11,361,391	\$ 52,581,848
USES OF FUNDS						
EXPENDITURES:						
Academic Salaries	\$ 72,112,287	\$ 8,648,552	\$ 80,760,839	\$ 4,984,947	\$ 984,549	\$ 5,969,496
Other Staff Salaries	39,432,128	3,682,651	43,114,779	8,746,989	2,391,455	11,138,444
Employee Benefits	38,666,157	6,013,594	44,679,751	4,309,114	1,487,818	5,796,932
Supplies & Materials	2,915,409	(56,190)	2,859,219	3,667,075	1,133,254	4,800,329
Services & Other Operating	29,561,684	(8,495,321)	21,066,363	8,806,636	164,803	8,971,439
Capital Outlay	3,731,822	(1,745,299)	1,986,523	9,822,443	4,786,676	14,609,119
Payments to Students	-	-	-	583,253	462,836	1,046,089
Total Expenditures	186,419,487	8,047,987	194,467,474	40,920,457	11,411,391	52,331,848
OTHER FINANCING USES:						
Transfers Out	\$ 698,414	\$ (198,414)	\$ 500,000	\$ 300,000	\$ (50,000)	\$ 250,000
Basic Aid Transfers Out	57,851,978	(1,722,421)	56,129,557	-	-	-
Debt Service	-	-	-	-	-	-
Total Other Sources (Uses)	58,550,392	(1,920,835)	56,629,557	300,000	(50,000)	250,000
TOTAL USES OF FUNDS	244,969,879	6,127,152	251,097,031	41,220,457	11,361,391	52,581,848
ENDING FUND BALANCE	\$ 25,111,855	\$ 9,876,139	\$ 34,987,994	\$ -	\$ -	\$ -
COMPONENTS OF ENDING BALANCE						
Reserve, Economic Uncertainties/Fund Bal.	\$ 16,090,208	\$ 5,032,317	\$ 21,122,525	\$ -	\$ -	\$ -
Reserve, Unrealized Tax Collections (Basic Aid)	9,021,647	4,843,822	13,865,469	-	-	-

APPENDIX A

The following Funds are used at South Orange County Community College District:

FUND NUMBER	DESCRIPTION	DEFINITION
01	General Fund	Used to account for the ordinary operational expenses of the district. These funds are available for any legally authorized purpose not specified for payment by other funds.
07	Community Education Fund – Irvine Valley College	Irvine Valley College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting.
09	Community Education Fund – Saddleback College	Saddleback College provides community education seminars, short courses, workshops, and programs to support community needs not met by the traditional college curriculum. This fund is self-supporting.
12	Child Development Fund	The District operates child development programs at both colleges for the benefit of children ages 18 months to 5 years. Services are provided to students and the community on a fee basis. The child development program is not charged for administration and operations. It is intended to be self-supporting.
40	Capital Outlay Fund	The District maintains the capital outlay projects fund to account for the expenditures of capital outlay and scheduled maintenance projects. This fund is further divided by funding sources; i.e., state apportionment for new construction, state scheduled maintenance, local redevelopment funds, American with Disabilities Act, and District funded projects.
41	Facilities Corporation Capital Outlay Projects Fund	The District established the Facilities Corporation capital outlay projects fund to account for the transactions related to funding for the development of ATEP, when it is needed.
68	Self-Insurance Fund	The self-insurance fund is used to account for the activities of the District's self-funded programs for property/liability and workers' compensation programs.

APPENDIX A

FUND NUMBER	DESCRIPTION	DEFINITION
71	Retiree Benefits Fund	The District pays premiums for health care coverage for retirees according to Board Policies and contract agreements with employee groups. This fund is used to pay premiums. The current year's annual accrual of retiree benefits for existing employees is also made in this fund.
72	Retiree (OPEB) Trust	This fund is used to account for the activities of the District's irrevocable trust, established for the purpose of investment and disbursement of funds irrevocably designated for the payment of obligations to eligible employees, former employees, and their eligible dependents for medical, dental, and vision upon retirement.
73	Saddleback College Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college.
74	Irvine Valley College Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation provides scholarships for students and supplements the needs of the college.
75	District Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. The foundation supplements any needs the District may have.
76	ATEP Foundation	This fund is used to account for the activities of an auxiliary organization known as a foundation. This account may supplement needs the District may have related to ATEP.
78	Pension Stability Trust	This fund is used to account for the activities of the District funds set aside to pre-fund the STRS and PERS rate increases for unrestricted general fund employees.
84	Student Financial Aid Fund	This fund is used to account for the deposit and direct payment of government-funded student financial aid, including grants and loans.

APPENDIX A

FUND NUMBER	DESCRIPTION	DEFINITION
95	Associated Student Government - Saddleback College	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.
96	Associated Student Government - IVC	This fund is used to account for monies held in trust by the college for organized student body associations. The fund is subjected to the approval of the governing board.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Administrative Unit Reviews (AURs)** are conducted to examine the effectiveness of an administrative unit. They are conducted at both District Services and the colleges.
- **Basic Aid** occurs when the local property tax revenue in a community college district exceeds the total funding that the state would have provided, as calculated by SB361 apportionment. Apportionment is the method by which the CCC system office distributes federal, state and local monies to community college districts according to a specified formula. Under Basic Aid, there is no need to factor in any state aid because the property taxes and student fees surpass the minimum funding level established by the state. K-12 school districts also can be basic aid districts.
- **Capital Construction** refers to large scale building construction projects. They include specific construction projects such as site development, utilities, roads, buildings, and equipment projects. Capital projects may also be thought of in terms of “facilities systems.”
- **DRAC** is the SOCCCD’s District Resource Allocation Council, which is a district-wide participatory governance council, approved by the Board of Trustees and charged with recommendations for the income allocation model on which the budget is based. It is charged with development and oversight of the allocation process for Unrestricted General Funds and it makes recommendations to the Chancellor.
- **DRAC Model** is a resource allocation model for the District. It distributes available general fund unrestricted resources (following the state funding formula SB 361) and other funding such as enrollment fees, non-resident fees, local income, miscellaneous income, and ending balances. It is distributed to five areas: 1) Saddleback College, 2) Irvine Valley College, 3) Contingency Reserve, 4) General Expenditures, and 5) District Services. The intention of the model is to guarantee the colleges a predictable, fair, and equitable distribution of revenues.
- **Education and Facilities Master Plan (EFMP)** is a year-long endeavor updated every five years. Information is captured from a variety of sources, both internal and external, to facilitate data driven decision making. Meetings were hosted with participatory governance groups and with community involvement. The results connect capital expenditure decisions directly to planning efforts. The District-wide Education and Facilities Master Plan (EFMP) 2011-2031 is in a 5-volume comprehensive document. The product is a long-term plan for continuous quality improvements focusing on strategies for academic excellence and facilities improvements.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Ending Balances** are one-time remaining funds that are unspent at the end of the fiscal year and are available to be rolled over into the new fiscal year within the fund. They should only be available for one-time purposes. If negative ending balances should occur, they are deducted from the budget for the respective entity in the next year's budget process.
- **Enrollment Fees** are charged to a student for instructional services provided to that student and these fee levels are set by the state.
- **Federal, State, Categorical, and Grant Funds** include restricted revenues received from a government or a private or non-profit organization to be used or expended for a specified purpose.
- **General Funds** are used to account for the ordinary operational expenses of the District. These funds are available for any legally authorized purpose not specified for payment by other funds.
- **Local Income** is income derived from non-state and non-federal sources, such as material fees, facility rental, and application fees.
- **Local Restricted Funds** are funds that are non-state and non-federal, but have restrictions or limitations based on their use by the funding source or funding agency. Examples are community education, parking income, and child development funds.
- **Long-Term Obligations** are amounts that an entity may be legally required to pay out of its resources over a longer period of time in the future. Included are not only actual liabilities, but also unliquidated encumbrances. An example of a long term obligation that community colleges typically have is the future retiree benefit liability obligation, as required by GASB 43 and 45. Other examples could include Certificates of Participation (COPs) and debt, which the District does not currently have.
- **Miscellaneous Income** is income that is outside of the SB 361 formula. Examples are unrestricted lottery, interest, mandated costs, and enrollment fee administration.
- **Non-Resident Fees** are charged to a student for instructional services provided to a student who resides outside of California. Revenues are retained by the colleges in addition to revenues received through the DRAC model.

APPENDIX B

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **Program Reviews** are a process to examine the effectiveness of an academic program. The process typically provides feedback (a) to the academic unit primarily responsible for the program, (b) to the appropriate academic administrators, and (c) to external units in the form of confirmation of the existence of a review process and in the form of summaries of the outcomes.
- **Property Taxes** are compulsory charges levied within boundaries by a governmental unit against the property of persons, natural or corporate, to finance services performed for the common benefit. Property taxes are the primary source of revenue to the District.
- **Reserve** is an amount set aside to provide for estimated future expenditures or losses for working capital, or for other specified purposes. The Budget Guidelines approved by the Board of Trustees require a general fund reserve for economic uncertainties that shall be no less than 7.5% of the projected unrestricted revenue.
- **Restricted Funds** are used to account for resources available for the operation and support of educational or other programs specifically restricted by law, regulations, donors, or other outside agencies. Examples of Restricted Funds at SOCCCD are EOPS, DSPS, and grants. All federal, state, and local funds including state categorical programs and grants are recognized as restricted general fund income to the District.
- **Scheduled Maintenance** The state refers to scheduled maintenance as state funds that are provided for major repairs of buildings and equipment and have required a local match. For several years, state scheduled maintenance funds had not been allocated to community colleges. Beginning in FY 2013-2014, the State re-introduced the State Scheduled Maintenance program. At the District, the working definition of scheduled maintenance includes scheduled maintenance or repair of major building systems at the end of their life cycle that require planning, allocation of a significant amount of time and funds, and a high degree of coordination.
- **State Capital Project Match** are match funds provided by the California Community College Chancellor's Office for district capital construction projects that meet their criteria for receiving a match of dollars from the state. These matching funds are matched by the local district.
- **Strategic Plans** refer to the Strategic Plans at both colleges and the SOCCCD District-wide Strategic Plan.
- **Unrestricted Funds** are funds that do not have limitations on their use or disposition by their funding source (i.e., do not have specific restrictions placed upon them). These funds can be used for general purpose operating expenses and support of educational programs of the District.

APPENDIX B:

South Orange County Community College District

RESOURCE ALLOCATION DEFINITION OF TERMS

(To accompany the Flow Chart outlining the Resource Allocation Process)

- **5 Year Construction Plan** uses the project lists developed during the Education and Facilities Master Planning process. The college presidents work every year with their campuses to update the two colleges' lists of project priorities. The separate campus priority lists are merged into one district-wide project priority list vetted through the Capital Improvement Committee (CIC) and approved by the Board of Trustees for submittal to the State Chancellor's office. This Five Year Construction Plan is the basis for the State Chancellor's Office determination of which projects they will consider for funding. All Initial Project Proposal (IPP) and Final Project Proposal (FPP) submittals must be drawn from this list.
- **20 Year Facility, Renovation, & Scheduled Maintenance Plan** will be a plan developed by each college and facilitated by CIC to create a 20 year projection of District-wide facility needs including projected cost and revenue. Facility needs are defined as new facilities, renovation of existing facilities, scheduled maintenance and maintenance backlog. This plan will be developed objectively by applying uniform data driven criteria to assess facility needs District-wide. This plan will be reviewed annually by the committee.



SOC CCD ADOPTED BUDGET FY 2016-2017

BOARD OF TRUSTEES MEETING
August 22, 2016



Board Budget Development Guidelines

Guiding Principles:

The following guiding principles are provided to the District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

1. Reserve for Economic Uncertainties

The general fund reserve for economic uncertainties shall be no less than 7.5% of the projected unrestricted revenue. A monthly update will be provided to the Board of Trustees that reviews current revenue, expenditure, and ending balance projections. Any action proposed by a staff member, a Board member, or the Board of Trustees as a governing body, which could potentially reduce the reserve, will be reported to the Board in the monthly update. A reported reduction in the reserve below 7.5% shall be accompanied by a plan that indicates how the reserve shall be restored.

2. Future Long-Term Debt Issues

No additional COP, or other long-term debt, will be issued until:

- a. An ongoing revenue stream has been identified that covers the full payment for the existing issues.
- b. A dedicated revenue stream has been identified for the payments for the new issue.

The Board has identified this principle as having a very high priority.

3. Retirement Incentives

No retirement incentives will be provided unless one-time funds have been identified that will cover the full cost or the plan savings are sufficient to pay the cost of the incentive, including implementation and recruitment costs.





Board Budget Development Guidelines

Guiding Principles:

The following guiding principles are provided to the District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

4. **Area/College Allocations**

The expenditure budgets for each area/college shall not exceed the projected resource allocations. Any college or district balances existing at the end of each fiscal year, either positive or negative, will result in an equivalent adjustment in the allocation in the subsequent year. In addition, the Vice Chancellor of Business Services and College Business Officers shall monitor the college budgets to ensure there are no negative balances.

5. **Deficit Financing**

Deficit financing is defined as a budget in which projected expenditures exceed projected revenue for the year. Deficit financing should not occur for ongoing expenses such as salary increases. The amount of deficit financing should always be clearly presented in the budget document. Deficit financing shall not result in a reserve balance that is less than 7.5%.

6. **Retiree Medical, Dental, Vision, and Medicare Coordination of Benefits (COB) Plans**

To be compliant with GASB 43 and 45, an irrevocable trust was formed in FY 2007-2008 to fund medical, dental, vision, and Medicare plans for SOCCCD retirees. An actuarial study is conducted at a minimum of every two years to update the District's OPEB (other post-employment benefits) liability. It is the Board's intent to fully fund the liability once it is identified.





Board Budget Development Guidelines

Guiding Principles:

The following guiding principles are provided to the District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

7. Basic Aid

While the District is a basic aid district:

- a. The expenditure budgets for ongoing purposes shall be the resources that would have been available from state apportionment.
- b. Excess revenue above apportionment shall be allocated at the college or district level for one-time purposes, such as to cover some of the unfunded obligation for the retiree benefit plans.
- c. Excess revenue above apportionment shall not be used for regular ongoing expenditures, such as salaries.
- d. Excess revenue above apportionment shall not be used for any other purposes that will jeopardize the District's future financial stability.
- e. BP and AR 3110 will be followed when allocating basic aid funds.

8. One-time Cost Savings

One-time cost savings shall be allocated to purposes such as the unfunded obligation for the retiree benefit plans, or to one-time expenditures.





Board Budget Development Guidelines

Guiding Principles:

The following guiding principles are provided to the District Resources Allocation Council (DRAC) and the college budget committees for use when recommendations are made about the budget.

9. Full Time Equivalent Student Targets

When developing the target FTES, consideration will be given to the following:

- a. The needs of students and the community.
- b. The percentage of growth allocation in the state apportionment formula.
- c. The FTES generated in the most recent academic year.
- d. The number of FTES the college administration realistically believes can be generated.

10. Funding for Growth

The District resource allocation model shall limit funding for growth FTES to a maximum of the SOCCCD individual adjusted growth rate published by California Community College System Office, adjusted by subsequent System Office revisions. District growth funding shall also be constrained by FTES growth achieved by the District up to the maximum amount funded through the SB 361 allocation formula.

11. Budget Planning

College budget planning will take into consideration the 50% Law and Faculty Obligation Number (FON).





Overview of District Funds

Adopted Budget FY 2016-2017

General Fund (GF):	\$338.7 Million
Including:	
Unrestricted GF:	\$286.1 Million
Restricted GF:	\$ 52.6 Million
Other Funds*:	<u>\$416.3 Million</u>
Total All Funds:	\$755.0 Million

* Other Funds Include: Community Education, Child Development, Capital Outlay (Including Basic Aid Projects), Self-Insurance, Retiree Benefit , OPEB & Pensions Stability Trust Funds



Adopted Budget FY 2016-2017

Changes from Tentative Budget

Revenue Changes:

- ***General Fund Unrestricted Ending Balance***
One-time funds from FY 2015-2016 Carried Forward is \$50.6M (increase of \$16.7M)
- ***Unrestricted revenue*** increased by \$6.0M due to property tax, Lottery and non-resident tuition estimates (used for SB361 increases)
- ***Restricted funds*** increased by \$5.6M to \$52.6M



Adopted Budget FY 2016-2017

SB361 Revenue Recap

- **COLA** of *0.0%*
- **Growth** of up to *0.5%* (\$0.7M) – *Districts need to grow to earn this revenue*
- **Base Allocation** adjustment of *1.2%* (\$1.6M)

SB361 revenue is distributed through the DRAC model

Note: There are also one-time funds included in the budget for mandated cost reimbursement and Proposition 30



Adopted Budget FY 2016-2017

Additional Funding Sources

- ***Part-time Faculty Office Hours and H&W Benefits*** *partial state reimbursement of \$250,000*
- ***Proposition 30 EPA*** *funds budgeted for part-time faculty salaries and benefits of \$2.7M*
- ***Strong Workforce Program*** *funds for CTE of \$2.5M were recently allocated and will be added to the budget through a revision in the coming months*



Adopted Budget FY 2016-2017

Expense Recap

- **Step and Column** increases are included for all employee groups
- All **negotiated** salary increases are included
- **STRS** rate of **12.58%** and **PERS** rate of **13.888%**
- **Employee Health and Welfare Benefits** increase of **2.9%** (\$900K)
- **Workers' Compensation** rate decrease from 1.8% to **1.6%** due to improved claims experience
- **Unemployment Insurance** rate remain flat at **0.05%**
- **Increase in General Expenses** for Title IX investigations, legal fees, and property/liability insurance



Available “Basic Aid” Funds

RESOURCES - FY 2016-2017

AMOUNT

Balance at July 1, 2016*

\$16,229,972

Receipts FY 2016-2017

\$58,510,948

Estimated Property Taxes for Basic Aid

\$74,740,920

Unallocated Funds

(\$2,163,279)

Contingency for Unrealized Property Taxes**

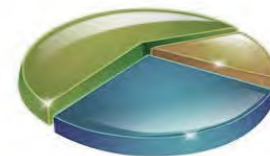
(\$11,702,190)

Total Approved Projects FY 2016-2017

\$60,875,451

* Beginning Balance was higher after final tax receipts

** Contingency is 20% of current year estimated receipts





Retirement System Increases

SOCCCD

STRS & PERS Projected Rate and Cost Increases (All District Funds)

Fiscal Year	2015-2016 Actual	2016-2017 Estimated	2017-2018 Estimated	2018-2019 Estimated	2019-2020 Estimated	2020-2021 Estimated	Annual Increase over 2015-2016
STRS Annual Rate	10.730%	12.580%	14.430%	16.280%	18.130%	19.100%	
STRS Contribution	7,181,247	8,671,975	10,245,683	11,559,232	12,872,781	13,561,507	6,380,260
Annual Increase		1,490,728	1,573,708	1,313,549	1,313,549	688,726	
PERS Annual Rate	11.847%	13.888%	16.600%	18.200%	19.900%	20.400%	
PERS Contribution	5,424,269	6,549,524	8,063,347	8,840,537	9,666,302	9,909,174	4,484,905
Annual Increase		1,125,255	1,513,823	777,190	825,764	242,872	
Combined Annual Increase		2,615,983	3,087,531	2,090,739	2,139,314	931,598	10,865,165

Notes: FY 2015-2016 through FY 2017-2018 include negotiated salary increases

FY 2018-2019 through FY 2020-2021 estimates do not assume any changes in salaries



Enrollment Trends

	FY 2012-2013 Actual	FY 2013-2014 Actual	FY 2014-2015 Actual	FY 2015-2016 Annual	FY 2016-2017 Target
IVC	9,329	9,419	9,510	9,841	9,712
SC	18,475	15,541	18,177	15,086	18,564
TOTAL	27,804	24,960	27,687	24,927	28,276

- FY 2015-2016 FTES are based on the annual report; the decline from FY 2014-2015 is the result of a reporting shift of summer FTES rather than a true reduction in students served
- FY 2016-2017 target FTES have been **increase by 0.5%** from the prior year targets
- Both colleges anticipate **achieving the targets** for FY 2016-2017



Looking Ahead-Challenges



- The adopted budget **outlook has improved** since the tentative budget presentation primarily due to higher ending balances and additional one-time and restricted funding
- As costs increase and demands for programs and services increase, the **new on-going income does not keep pace**
- There are challenges and **ongoing** impacts to the Colleges and District Services

*We need to continue to strategically plan
and link district-wide and college planning initiatives
to all resource decisions*



Looking Ahead-Challenges

- Increases for this Adopted Budget FY 2016-2017 primarily consist of **one time increases**, when our needs are for *ongoing* increases
- It is a challenge to predict future State budgets, therefore, we will be working together on **Enrollment Management** and **Budget Solution** ideas to remain proactive





Questions?



TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Saddleback College and Irvine Valley College: FY 2016-2017
Adopted Student Government Budgets

ACTION: Approval

BACKGROUND

On June 27, 2016, the Board of Trustees approved the Saddleback College Associated Student Government (ASG) and Associated Student Government of Irvine Valley College (ASIVC) tentative budgets for FY 2016-2017. Funding for the budgets is derived from the sale of student government activity stickers as well as bookstore and food service commissions. The budgets are established to fund student activities that are educational, social, and/or supportive of student clubs and co-curricular programs. In addition, the budgets provide funding for student scholarships

STATUS

Since approval of the tentative budgets by the Board of Trustees, the beginning balance for the ASIVC budget has increased from \$84,000 to \$161,126. The beginning balance for Saddleback College ASG has increased from \$24,000 to \$148,681. Expenses have been adjusted to match the total available resources. The SC ASG and ASIVC emergency reserve accounts are set according to each college's policy.

The ASIVC and Saddleback College ASG adopted budgets for FY 2016-2017 are presented as EXHIBITS A and B. The presentation of the ASG and ASIVC budgets will include a table comparing the Tentative Budget to the Adopted Budget.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees approve the FY 2016-2017 Adopted Student Government Budgets as presented in EXHIBITS A and B.



Associated Student Government (ASG) of Irvine Valley College (IVC) FY2016- 2017 Budget Presentation

**SOCCCD Board of Trustees
Monday, August 22, 2016**

**Presented by: Te'Veannah Smith, ASG of IVC President
Alvin Ng, ASG of IVC Vice President of Finance**



FY 2016-17 ASG of IVC Budget



Sources and Uses of Funds	FY 2015-2016 Adopted Budget	FY 2016-2017 Tentative Budget	FY 2016-2017 Adopted Budget	Change (from Tentative to Adopted)	Notes:
Beginning Fund Balance	193,963	84,000	161,126	77,126	a
Revenue					
Bookstore	390,000	403,000	403,002	2	b
ASIVC Activity Sticker Sales	55,000	47,000	52,020	5,020	b
Cafeteria	70,000	50,000	70,000	20,000	c
Total Sources of Funds	708,963	584,000	686,148	\$102,148	
ASG of IVC (Community Outreach, Diversity)	0	12,000	12,000	0	
ASG of IVC (Facilities, Technology, Public Relations)	14,500	51,360	51,360	0	
ASG of IVC (Leadership Development)	8,500	23,500	23,500	0	
ASG of IVC (Legislative, Student Activities)	10,000	36,000	36,000	0	
Campus Events (Laser Week/Student Convocation, Preview Day, Commencement, Scholarship Ceremony)	38,000	39,500	39,500	0	
Co-Curricular Programs	233,000	178,000	171,000	(7,000)	d
Departmental Support	57,000	31,800	38,800	7,000	d
Scholarships	30,000	40,000	40,000	0	
Student Clubs/Organizations/ICC	16,500	45,340	45,340	0	
Student Life Operations (Personnel, Non-Discretionary)	98,602	96,500	96,500	0	
Contingency Funds/Mid Year Request	202,861	30,000	132,148	102,148	e
Total Uses of Funds	\$708,963	\$584,000	\$686,148	\$102,148	

a. Beginning balance is significantly higher than anticipated due to not all of the allocated funds being expended.

b. Actual 2015-2016 ASIVC Sticker and Bookstore revenues were higher than we expected so we have adjusted revenue numbers to be slightly higher but still below 15-16 adopted budget numbers. Ultimately, we expect less in funding next year. Our intent is to move to an opt-out funding for ASG activity stickers for 2017-2018.

c. Upon further review of the Cafeteria contract, we have adjusted our numbers to accurately reflect the expected commission total from S& B Foods.

d. We misidentified a program under co-curriculars that should have been under departmental support. The decrease in co-curricular and increase in departmental support reflects this change.

e. As our beginning balance is significantly higher than what we anticipated, we have allocated these funds temporarily into our contingency account until our student Budget and Finance Committee members can make further recommendations for the use and allocation of funds to the ASG of IVC.

Budget Highlights FY2016–2017

- ▶ The ASG of IVC Budget and Finance Committee is comprised of 12 student leaders representing ASG, Inter-Club/Co-Curricular Council and Student Commissioners.
 - This year's ASG annual budget allocation process included:
 - ↳ The individual department submission of the campus Resource Request Form indicating a request for ASIVC funds in October;
 - ↳ ASG Budget and Finance Committee departmental site visits November through January;
 - ↳ Submission of a mid-year budget expenditures report due in mid-February;
 - ↳ If applicable, review of Foundation Account balances in mid-March;
 - ↳ Open Budget Hearings early March until early April that included both updates on 2015-2016 request and new requests for the 2016-2017 academic year.
- ▶ We had a record number of submissions this year of 74 individual requests for funds totaling \$1.4 million dollars.
- ▶ Budgeted: \$686,148 for 2016 - 2017
 - ▶ approximate \$161,126 carry over due to ASIVC funds allocated not utilized this year
 - ▶ As our beginning balance is significantly higher than what we anticipated, we have allocated these funds temporarily into our contingency account until our Budget and Finance Committee members can make further recommendations for the use and/or allocation of funds
 - ▶ \$52,020 ASIVC sticker sales
 - ▶ \$403,002 Bookstore sales
 - ▶ \$70,000 Cafeteria Sales

FY2016-17 ASG of IVC Goals

▶ **GOAL 1 - SERVICES and ACTIVITIES:**

- To provide events, services and activities and communications that contribute that build community; ensure academic success; encourage creative expression, personal growth, safety and well-being; foster diversity and equity; and promote student advocacy and leadership for our students.

▶ **GOAL 2 - STUDENT LEADERSHIP DEVELOPMENT:**

- To increase student knowledge, engagement, participation and satisfaction in student clubs, organizations, departments, co-curricular programs, campus-wide governance committees, workgroups and taskforces.
- To provide ongoing comprehensive leadership development opportunities to increase the efficiency of students involved in governance.
- To assure the student leaders and employees can demonstrate multicultural (racial, gender, class, religious, ability and sexual orientation) competencies and promote diversity of entire college community.

▶ **GOAL 3 - FACILITIES and TECHNOLOGY:**

- To update and maintain professional facilities, office and public spaces, physical environments, supplies and equipment necessary for conducting official Associated Students services and activities;
- To keep current with computing technology.

▶ **GOAL 4 - FISCAL MANAGEMENT:**

- To maintain and increase financial revenue for Operating Surplus Account for ongoing and long term initiatives;
- To provide guidelines for the financing of ASG of IVC business;
- To provide and engage in a timely and detailed fiscal management process for our students clubs, organizations, co-curricular programs, departments and vendors.

(Ratified by ASG of IVC on Tuesday, September 15, 2015)

Associated Student Government (ASG) of Irvine Valley College (IVC) Budget Allocation Detail 2016-2017			
Description	2014-2015 Adopted	2015-2016 Adopted	2016-2017 Adopted
*N/A – Did not Apply for Funds			

ESTIMATED REVENUE			
Beginning Fund Balance	\$110,537	\$193,963	\$161,126
ASIVC Sticker Sales	\$55,000	\$55,000	\$52,020
Bookstore Commissions	\$360,000	\$410,000	\$403,002
Cafeteria Commissions	\$50,000	\$70,000	\$70,000
TOTAL	\$575,537	\$728,963	\$686,148

CLUB SUPPORT			
ASEC: General Projects	\$0	\$1,000	N/A
ASEC: Balsa wood gliders	N/A	N/A	\$200
ASEC: Flip Light Project	N/A	N/A	\$210
ASEC: Ice Cream Project	N/A	N/A	\$220
ASEC: Magnetic Launcher	N/A	N/A	\$200
ASEC: Mousetrap Car Project	N/A	N/A	\$350
ASEC: Project Earthquake Shake House	N/A	N/A	\$300
ASEC: Water rockets for K-12 outreach	N/A	N/A	\$760
ASEC: Windmill	N/A	N/A	\$100
Circle K International Club	N/A	\$500	\$2,000
Hispanic Leadership club	N/A	\$500	\$1,000
Honors Program: Events	\$2,000	\$2,000	\$2,000
Honors Program: Undergraduate Research Support	\$4,000	\$4,000	\$4,000
	\$0	\$2,000	\$11,340

Co-Curricular Program support			
Administration of Justice - XTE	\$27,000	\$25,000	\$14,000
Dance	\$21,000	\$21,000	\$16,000
Forensics/Speech and Debate	\$28,000	\$28,000	\$26,000
KHA 5: ASIVC funds for Intercollegiate Athletics	\$111,000	\$111,000	\$65,000
Model United Nations Program	\$25,000	\$25,000	\$18,000
Music/Wind Symphony: (CBDNANC) College Band Directors National Association National Conference	\$8,000	\$8,000	\$8,000
Phi Theta Kappa Honor Society of the Two-Year College	\$15,000	\$15,000	\$14,000
Psi Beta: Chapter Conference and CONNECT Program	N/A	\$500	\$10,000
	\$235,000	\$233,500	\$171,000
Department Support			

Associated Student Government (ASG) of Irvine Valley College (IVC) Budget Allocation Detail 2016-2017			
Description	2014-2015 Adopted	2015-2016 Adopted	2016-2017 Adopted
Academic Senate: On-Campus Speaker Support	\$7,000	\$7,500	\$0.00
Ambassadors Program	\$9,000	\$12,000	\$4,000
Art Gallery Budget	\$500	\$0.00	\$0.00
Career Center: Internship/Seasonal Job Fair/Mixer	\$6,000	\$6,500	\$2,000.00
DSPS – Awareness Day	\$2,000	N/A	N/A
Ear: Literary Journal	N/A	\$1,000	\$1,000
EOPS: Adopt-a-Family Program	\$2,500	\$2,500	\$2,500
EOPS: CARE Mother's and Father's Day Celebration	\$500	\$500	\$500
EOPS: Recognition Celebration	\$2,000	\$2,000	\$2,250
French Film Festival	\$600	N/A	N/A
Journalism	\$500	N/A	N/A
Library: Annual events	N/A	\$1,000	\$1,000
LGBTQ Safe Space Training	N/A	N/A	\$1,000
Music: (MACCC) Music Association of California Community Colleges State Conference Trip	\$8,000	\$8,000	\$7,000
Music: Master Chorale French Baroque Program	\$4,000	\$4,250	N/A
Student Success Summit	\$6,000	N/A	N/A
Theater	\$6,000	\$7,750	\$8,000
Transfer Center	\$6,000	\$6,000	\$8,550
Veterans Center Support	\$3,000	\$2,500	N/A
Veterans Center: Outreach	N/A	N/A	\$1,000.00
	\$63,600	\$61,500	\$38,800
ASG of IVC			
ASG of IVC: Awards	\$500	\$500	N/A
ASG of IVC: Banquet	\$3,000	\$3,000	N/A
ASG of IVC: Budget and Finance Committee	N/A	N/A	\$0.00
ASG of IVC: Budget and Finance Committee: Contingency Funds	\$57,600	\$80,000	\$132,148
ASG of IVC: Clicker Software	N/A	N/A	\$10,000
ASG of IVC: Community Outreach Committee	N/A	N/A	\$2,000
ASG of IVC: Conferences	\$5,000	\$5,000	N/A
ASG of IVC: Development Committee	N/A	N/A	\$18,000
ASG of IVC: Development End of the Year Awards Ceremony	N/A	N/A	\$5,500
ASG of IVC: Diversity Committee	\$3,000	\$3,000	\$10,000
ASG of IVC: Executive Cabinet Salaries and Training	N/A	N/A	\$0.00
ASG of IVC: Facilities and Technology Committee	N/A	N/A	\$12,000
ASG of IVC: ICCC Leadership Development Training	N/A	N/A	\$10,000

Associated Student Government (ASG) of Irvine Valley College (IVC) Budget Allocation Detail 2016-2017			
Description	2014-2015 Adopted	2015-2016 Adopted	2016-2017 Adopted
ASG of IVC: ICCCC Club Operations	\$8,000	\$8,000	\$24,000
ASG of IVC: Legislative Branch (Student Senator) salaries	N/A	N/A	\$0.00
ASG of IVC: Legislative Branch Events	N/A	N/A	\$16,000
ASG of IVC: Public Relations Committee	N/A	N/A	\$5,000
ASG of IVC: Mid-Year Requests	\$10,000	\$122,861	N/A
ASG of IVC: Scholarship Awards	\$30,000	\$30,000	\$40,000
ASG of IVC: Student Activities Committee	\$7,000	\$10,000	\$20,000
ASG of IVC : Student Lounge seating, tables Senate Leadership Office and Conference Room furnishings	N/A	N/A	\$10,000
	\$124,100	\$262,361	\$314,648
STUDENT LIFE			
Student Life: Commencement Ceremony	\$14,000	\$14,000	\$14,500
Student Life: Contract Services	\$5,000	\$5,000	N/A
Student Life: Duplicating	\$200	\$200	N/A
Student Life: Equipment Repair	\$13,500	\$13,500	N/A
Student Life: Game Room NBU	\$8,000	\$13,728	N/A
Student Life: Game Room Supplies, Equipment and Repair	N/A	N/A	\$5,000
Student Life: Mileage	\$100	\$100	N/A
Student Life: Office Equipment	\$1,000	\$1,000	N/A
Student Life: Office Supplies	\$4,537	\$4,537	\$1,500
Student Life: Office Assistant/Utilities	\$80,200	\$80,765	N/A
Student Life: Operations (Staff, NBU)	N/A	N/A	\$95,000
Student Life: Preview Day	\$17,000	\$17,000	\$9,000
Student Life: Scholarship Awards Ceremony	\$7,000	\$7,000	\$8,000
Student Life: Student Convocation - Fall 2016	N/A	N/A	\$8,000
Student Life: Under Counter Refrigerator and Microwave Replacement	N/A	N/A	\$800
Student Life: Xerox Copier	N/A	N/A	\$8,560
	\$150,537	\$156,830	\$150,360



SADDLEBACK COLLEGE ASSOCIATED STUDENT GOVERNMENT FY 2016-2017 ADOPTED BUDGET PRESENTATION

SOCCCD BOARD OF TRUSTEES
AUGUST 22, 2016

PRESENTED BY:
LUCY HENDRIX, ASG PRESIDENT

SADDLEBACK COLLEGE

2 ADOPTED BUDGET CHART

Sources and Uses of Funds	FY 2015-2016 Adopted Budget	FY 2016-2017 Tentative Budget	FY 2016-2017 Adopted Budget	Change	Note
Sources of Funds					
Beginning Fund Balance	107,816	24,000	148,681	124,681	a
Revenue					
Bookstore, Cafeteria/Vending	219,438	200,000	224,000	24,000	b
ASB Activity Sticker Sales	80,000	40,000	50,000	10,000	c
Total Sources of Funds	407,254	264,000	422,681	158,681	
				-	
Uses of Funds				-	
Campus Life	76,700	29,928	54,400	24,472	d
Co-Curricular Programs	30,900	9,586	31,500	21,914	
ASG Operations	26,500	5,725	11,000	5,275	e
ASG Operations (Personnel, Non-Discretionary)	107,095	99,795	130,795	31,000	f
Mid-Year Requests	20,362	-	-	-	
Scholarships	75,000	80,855	100,000	19,145	g
Student Support	47,697	14,111	52,718	38,607	h
Contingency (Emergency Reserve)	23,000	24,000	42,268	18,268	i
Total Uses of Funds	407,254	264,000	422,681	158,681	
a) The tentative budget did not include a beginning balance.					
b) After the close of the fiscal year, the bookstore showed an increase in revenue. This results in an increase in contracted revenue for the college.					
c) ASG did not meet its ASB Activity Sticker Sales goal of \$80,000 in FY 2015-2016, but it was higher than projected in the tentative budget.					
d) Adjusted due to higher beginning balance.					
e) Adjusted due to higher beginning balance.					
f) Adjusted to cover additional Campus Life Squad student employees and the increase of the CSEA employee salary funded through ASG.					
g) Adjusted due to higher beginning balance.					
h) Adjusted due to higher beginning balance.					

BUDGET HIGHLIGHTS

- **Beginning Fund Balance:** The ASG Beginning Fund Balance of \$148,681 is comprised of unspent funds from FY 2015-2016 as well as the FY 2016-2017 Emergency Reserve.
- **Scholarships:** In order to focus on direct support to students, ASG pledged a higher amount to student scholarship matching fund.
- **ASB Activity Sticker Sales:** ASG missed its fundraising goals by about \$10,000 and we are choosing to project conservatively to protect proposed division funding.
- **Emergency Reserve:** In the FY 2015-2016 ASG bylaws we increased our Emergency Reserve from 7.5% of the projected sources of funds to 10% of total source of funds.
- **ASG Operations (Personnel, Non-discretionary):** ASG funds a CSEA bargaining unit position. Due to the new contract, additional funding was directed to this budget to cover the additional cost. This budgeted amount also includes the addition of NBU staffing to oversee the Campus Life Squad activities.
- **Campus Life and Co-Curricular Programs:** Although not reflected in the previous slide's aggregate chart, division budgets were restored to match FY 2015-2016 amounts.

FY 2016 -2017 ASG GOALS

ASG will:

- Develop a more robust campus culture through a variety of engaging events and student support programs.
- Increase stamp sales through branding overhaul and increased presence at ASG funded activities.
- Create new programming focused on diversity and inclusion.
- Introduce a new protocol for auditing division allocated funds.
- Engage with students through surveys and polls to gain feedback from and better represent students.



USES OF FUNDS

ASG GRANT/ALLOCATION (Title by Area/Division Awarded)	Category*	2014-2015 ADOPTED BUDGET Grant/Allocation	2015-2016 ADOPTED BUDGET Grant/Allocation	2016-2017 ADOPTED BUDGET Grant/Allocation
Advanced Technology & Applied Science				
1. Earth Week	CL	3,000.00	3,000.00	2,900.00
TOTAL		\$3,000.00	\$3,000.00	\$2,900.00
Business Science				
1. Business Development Project	CC	1,000.00	1,000.00	1,500.00
TOTAL		\$1,000.00	\$1,000.00	\$1,500.00
Counseling Services				
1. New Student/Parent Orientation	SS	300.00	0.00	0.00
2. Student Athlete Mentorship Program	SS	200.00	0.00	0.00
TOTAL		\$500.00	\$0.00	\$0.00
Fine Arts				
1. Noon Concert Hour Series	CL	1,000.00	1,000.00	1,000.00
2. Guest Artists	CC	3,400.00	3,000.00	3,000.00
3. Jazz Program	CL	0.00	0.00	0.00
4. Readers Theater (Speech/Forensics)	CC	0.00	400.00	500.00
5. Art Lecture Series	CC	0.00	0.00	0.00
6. Speech/Forensics Team Lodging, Meals, & Fees	SS	8,600.00	8,600.00	8,000.00
7. Theater Arts: Travel & Registration	SS	1,500.00	0.00	0.00
8. Film Festival	CL	1,500.00	1,000.00	1,000.00
9. CBI National College Media	SS	2,000.00	2,000.00	2,000.00
10. FILM II Grants	SS	0.00	2,000.00	2,000.00
TOTAL		\$18,000.00	\$18,000.00	\$17,500.00
Health Sciences & Human Services				
1. Medical Assistant Graduation	SS	\$0.00	\$500.00	500.00
2. Human Services Graduation Reception	SS	0.00	500.00	500.00
3. Red Ribbon Substance Abuse Criminal Justice Career Fair	CC	1,000.00	1,000.00	1,000.00
4. CNSA General Meetings	CL	0.00	0.00	0.00
5. CNSA Nursing Orientation	CC	0.00	0.00	0.00
6. Nursing Pinning Ceremony	SS	2,000.00	2,000.00	1,500.00
7. CAADE Conference	SS	1,000.00	1,000.00	1,000.00
8. Mid-Year NSNA Convention (CNSA Club)	SS	0.00	0.00	0.00
9. Annual NSNA Convention (CNSA Club)	SS	6,500.00	6,000.00	5,900.00
10. CNSA State Convention	SS	2,000.00	1,000.00	1,000.00
TOTAL		\$12,500.00	\$12,000.00	\$11,400.00
Liberal Arts				
1. Annual Journalism Banquet	CL	800.00	800.00	800.00
2. Dia De Los Muertos Event	CL	800.00	800.00	800.00
3. Gender Conference	CC	1,000.00	1,000.00	1,000.00

4. Ramadan Event	CL	1,000.00	1,000.00	1,000.00
5. International Film Festival	CL	1,000.00	1,000.00	1,000.00
6. Latin Film Festival	CL	800.00	800.00	800.00
7. Day of Silence	CL	800.00	800.00	800.00
8. Student Journalism Scholarships	SS	800.00	800.00	800.00
9. PTK Conference/Travel	SS	2,000.00	2,000.00	1,600.00
TOTAL		\$9,000.00	\$9,000.00	\$8,600.00
Online and Learning Resources				
1. Student Study Session	SS	1,000.00	1,000.00	1,000.00
2. Crunch Time	SS	0.00	0.00	2,000.00
TOTAL		\$1,000.00	\$1,000.00	\$3,000.00
Math, Science & Engineering				
1. Science Lecture Series	CC	12,000.00	15,000.00	15,000.00
2. SM Lobby Furniture	CL	0.00	0.00	0.00
3. MSE Academic Triathlon	CC	2,000.00	2,000.00	2,000.00
TOTAL		\$14,000.00	\$17,000.00	\$17,000.00
Office of Instruction				
1. Honors Program Awards	SS	\$0.00	\$0.00	0.00
2. Honors Recognition Ceremony	SS	0.00	0.00	0.00
3. Honors Conference	SS	1,000.00	0.00	0.00
TOTAL		\$1,000.00	\$0.00	\$0.00
Kinesiology & Athletics				
1. Tim Cartmell/Taiji Workshop	CC	0.00	0.00	0.00
2. American College Dance Festival	CL	2,000.00	2,000.00	2,000.00
3. Athletics Pep Squad Camp Workshop	SS	5,000.00	5,000.00	4,700.00
TOTAL		\$7,000.00	\$7,000.00	\$6,700.00
Social & Behavioral Sciences				
1. Anthropology/Cross-Cultural Studies Brown Bag Lunch Speaker Series	CC	2,500.00	2,500.00	2,500.00
2. Sociology - ASF and PFLAG	CL	1,000.00	1,000.00	1,000.00
3. Women's and Gender Studies	CL	3,000.00	3,000.00	3,000.00
4. CD/EDUC - Speaker Series	CC	1,000.00	2,000.00	2,000.00
5. Psychology - Speaker Series	CC	2,000.00	2,000.00	2,000.00
6. GEOG Poster Session	CC	1,000.00	1,000.00	1,000.00
7. Anthropology Conference Student Scholarship Program	SS	2,500.00	2,500.00	2,500.00
8. Geography - Conference	SS	1,000.00	2,000.00	1,500.00
TOTAL		\$14,000.00	\$16,000.00	\$15,500.00
Transfer, Career and Special Programs				
1. DSPS Ability Awareness Week	CL	\$1,500.00	\$1,500.00	1,500.00
2. DSPS Student & Volunteer Recognition Dinner	CL	1,100.00	1,500.00	1,000.00
3. DSPS Student/Co-Curricular Support Program	SS	1,000.00	1,500.00	1,700.00
4. Transfer College Fairs	CL	0.00	0.00	0.00
5. Transfer Day	CL	0.00	0.00	0.00
6. Transfer Celebration	CL	2,900.00	2,000.00	2,000.00

7. Women's Conference	CL	1,000.00	1,000.00	1,000.00
8. VETS Resource Fair/VETS Day/Recognition	CL	3,000.00	3,000.00	3,000.00
9. EOPS Student Recognition	SS	1,000.00	1,000.00	1,000.00
10. EOPS Winter Workshop	CL	1,000.00	1,000.00	1,000.00
11. Learning Resources (Re-Entry/Women)	SS	0.00	0.00	0.00
12. Career Packets for Students with Needs	SS	0.00	0.00	0.00
13. EOPS Graduation Caps & Gowns	SS	500.00	500.00	500.00
14. Adaptive Kinesiology Mentorship Program	SS	1,500.00	1,500.00	1,500.00
15. VETS Mentorship Program	SS	1,500.00	1,500.00	1,500.00
TOTAL		\$16,000.00	\$16,000.00	\$15,700.00
ASG (Contract Revenue)				
1. Office Assistant Assessment	OP/ND	49,000.00	49,000.00	57,000.00
2. NBU Staff	OP/ND	29,868.00	29,000.00	52,000.00
3. Campus Life Squad Student Employees	OP	17,727.00	17,000.00	8,000.00
5. Commencement	OP/ND	4,000.00	4,333.00	4,000.00
6. Campus Life Program	CL	19,000.00	20,000.00	10,000.00
TOTAL		\$119,595.00	\$119,333.00	\$131,000.00
ASG (Student Activities Fee Revenue)				
1. ASB Fund Card Purchase Agreement (revenue generating)	OP/ND	13,550.00	13,550.00	13,550.00
2. ASG Leadership Training Retreats	OP	3,000.00	3,000.00	1,000.00
3. Duplication	OP/ND	2,000.00	2,000.00	1,500.00
4. Clothing	OP	2,000.00	2,000.00	0.00
5. Supplies	OP	2,000.00	2,500.00	1,000.00
6. Copier Agreement	OP/ND	500.00	500.00	500.00
7. Credit Card Fee	OP/ND	45.00	45.00	45.00
8. Postage	OP/ND	500.00	500.00	200.00
9. Judiciary Budget	OP	500.00	0.00	0.00
10. End of the Year Banquet	SS	0.00	1,500.00	1,018.00
11. Marketing/Publicity Committee Budget	OP	1,000.00	2,000.00	1,000.00
12. Move Ticket Consignment (revenue generating)	OP/ND	2,000.00	2,500.00	2,000.00
13. Board of Directors Programming Budget	CL	2,500.00	2,500.00	1,800.00
14. Events Committee Budget	CL	3,500.00	3,500.00	4,000.00
15. Symplicity (online students engagement and communications system)	OP/ND	6,143.00	6,000.00	0.00
16. Veterans Student Council	CL	3,000.00	4,500.00	3,000.00
17. Honors Student Council	CL	3,000.00	4,500.00	3,000.00
18. International & Diversity Student Council	CL	3,000.00	3,000.00	3,000.00
19. Inter-Club Council	CL	3,000.00	3,000.00	4,000.00
20. Student Clubs Executive Board Budget	CL	5,000.00	5,000.00	0.00
21. Crunch Time (Board of Directors)	SS	5,500.00	5,500.00	0.00
22. Special Topic Grants (Budget Committee)	SS	0.00	1,964.00	9,000.00
ASG TOTAL		\$61,738.00	\$69,559.00	\$49,613.00

Student Scholarships				
1. SCHOLARSHIPS: SC Foundation Scholarships		40,000.00	40,000.00	70,000.00
2. SCHOLARSHIPS: Book Loan Program		15,000.00	15,000.00	10,000.00
3. SCHOLARSHIPS: Student Parent/CDC		20,000.00	20,000.00	20,000.00
TOTAL		75,000.00	75,000.00	100,000.00
Mandatory Minimum Allocations PER ASG BYLAWS (percentage taken of subtotal projected revenue)				
1. Reserve for Mid-Year Allocations		0.00	20,362.00	0.00
2. Emergency Reserve		21,829.00	23,000.00	42,268.00
TOTAL		21,829.00	43,362.00	42,268.00
TOTAL USES OF FUNDS		\$375,162.00	\$407,254.00	\$422,681.00
SOURCES OF FUNDS				
Contract Revenue		\$221,066.00	\$219,438.00	\$224,000.00
ASB Stamp Student Activities Fee		\$70,000.00	\$80,000.00	\$50,000.00
SUBTOTAL PROJECTED REVENUE		\$291,066.00	\$299,438.00	\$274,000.00
Emergency Reserve		\$21,829.00	\$23,000.00	\$42,268.00
Beginning Balance		\$62,267.00	\$84,816.00	\$106,413.00
TOTAL SOURCES OF FUNDS		\$375,162.00	\$407,254.00	\$422,681.00
NOTES:				
CC = Co-Curricular, CL = Campus Life, SS = Student Support, OP = ASG Operations, OP/ND = ASG Operations, Non-Discretionary				

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Recess to Public Hearing – Saddleback College Student Discipline

ACTION: Public Hearing

BACKGROUND

On April 13, 2016, Saddleback College student Pierre Mvogo Beyina (Pierre Mvogo), Student ID# 1041714, was suspended for the spring and summer terms of 2016 for violations of regulations governing student conduct (AR-5401). Mr. Mvogo appealed the suspension. A Disciplinary Hearing panel upheld the suspension and recommended expulsion. Mr. Mvogo submitted an appeal to the college president, who supported the Disciplinary Hearing Panel's recommendation.

STATUS

The Board will conduct a public hearing to provide an opportunity for the disciplinary matter to be addressed in public session. The Board will recess to closed session for any discussion that might conflict with the privacy rights of students. Per Education Code 72122, whether the matter is considered in closed session or at a public meeting, the final action of the governing board shall be taken at a public meeting and the result of that action shall be a public record.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**ITEM: 6.4****DATE: 8/22/16****TO:** Board of Trustees**FROM:** Debra L. Fitzsimons, Acting Chancellor**RE:** SOCCCD: Saddleback College Stadium and Site Improvement Project, Design-Build Agreement, PCL Construction Services, Inc.**ACTION:** Approval

BACKGROUND

On June 23, 2014, the Board of Trustees adopted a resolution authorizing the use of Design-Build Procurement for the Saddleback College Athletics Stadium Renovation project and on June 17, 2013, the Board of Trustees adopted a resolution authorizing the use of Design-Build Procurement for the Saddleback College Site Improvement Project.

California Education Code section 81700, *et seq.*, authorizes California community college districts to use the design-build delivery method on public works of improvement costing in excess of \$2.5 million. The district's use of the design-build delivery method shall either (1) reduce comparable costs of the projects, or (2) expedite completion of the project, or (3) provide features and benefits unavailable through the traditional design-bid-build process.

STATUS

On November 6, 2015, staff issued a Request for Qualifications and a seven member committee evaluated packages from eight vendors. On January 8, 2016, six firms participated in the initial interviews. Three firms were selected to respond to the Request for Proposals (EXHIBIT A). On April 26, 2016 all three proposing teams turned in proposals in excess of our original established Maximum Allowable Price (MAP). On May 9, 2016 all three teams participated in second round interviews. To address the budgetary concerns, staff removed the cap for the MAP and requested a Best and Final Offer (BAFO) from all three proposing teams for a reduced scope of work. On June 3, 2016 all three proposing teams submitted their BAFO and the committee performed final evaluation using a best-value selection criteria (EXHIBIT B) resulting in the determination that PCL Construction Services, Inc. will provide the best value to the district (EXHIBIT C).

Staff recommends PCL Construction Services, Inc. as the successful design-builder with Funds for the design and construction project phases are available in the combined approved project budgets of \$230,000.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees approve the Saddleback College Stadium and Site Improvement project design-build agreement (EXHIBIT D) with PCL Construction Services, Inc., for a total contract amount of \$48,999,900.

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT**ITEM: 6.4****DATE: 8/22/16****TO:** Board of Trustees**FROM:** Dr. Debra L. Fitzsimons, Acting Chancellor**RE:** SOCCCD: Saddleback College Stadium and Site Improvement Project, Design-Build Agreement, PCL Construction Services, Inc.**ACTION:** Approval

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Staff recommends PCL Construction Services, Inc. as the successful design-builder with a total contract value of \$48,999,900.

Funds for the design and construction project phases are available in the combined approved project budgets of \$62,230,000.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees approve the Saddleback College Stadium and Site Improvement project design-build agreement (EXHIBIT D) with PCL Construction Services, Inc., for a total contract amount of \$48,999,900.

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

Bid No. 2043
Stadium and Site Improvement Project
Design-Build Entity
Saddleback College

August 22, 2016

Eight Request for Qualifications (RFQ) Submittals for Stadium and Site Improvement Project at Saddleback College

Balfour Beatty Construction/Gensler	San Diego, CA	Anton Greenville
Bernards Bros., Inc/HMC	San Fernando, CA	Rick Fochtman
Byrom-Davey, Inc./LPA, Inc.	San Diego, CA	Eric Jennings Sr.
Harper Construction Company, Inc./ Sillman Wright Architects	San Diego, CA	Chris Marble
McCarthy Building Companies, Inc./ Perkins+Will	Newport Beach, CA	John McRitchie
PCL Construction Services, Inc./ Steinberg	Tustin, CA	Aaron Wiehe
Rudolph and Sletten/Lionakis	San Diego, CA	Cade McMullin
Sundt/RNT	Irvine, CA	John Messick

Six Firms Participating in Initial Interviews

Balfour Beatty Construction/Gensler	San Diego, CA	Anton Greenville
Bernards Bros., Inc/HMC	San Fernando, CA	Rick Fochtman
Byrom-Davey, Inc./LPA, Inc.	San Diego, CA	Eric Jennings Sr.
Harper Construction Company, Inc./ Sillman Wright Architects	San Diego, CA	Chris Marble
PCL Construction Services, Inc./ Steinberg	Tustin, CA	Aaron Wiehe
Sundt/RNT	Irvine, CA	John Messick

Three Firms Submitting Proposals

Bernards Bros., Inc/HMC	San Fernando, CA	Rick Fochtman
*PCL Construction Services, Inc./ Steinberg	Tustin, CA	Aaron Wiehe
Sundt/RNT	Irvine, CA	John Messick

*Recommend award

Bid No. 2043
Stadium and Site Improvement Project
Design-Build Entity
Saddleback College

August 22, 2016

DESIGN-BUILD PROPOSAL EVALUATION FACTORS, RANKING AND SCORING METHODOLOGY

Evaluation Factors – Maximum Points. Each design-build proposal was evaluated on the basis of the total number of points scored in the district's evaluation of the proposal out of a total possible 100 points:

Evaluation Category: Points Weight

A. Price Factor:

1. PRICE	25
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B. Non-Price Factors:

1. TECHNICAL EXPERTISE, DESIGN EXCELLENCE AND SCHEDULE	20
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2. LIFECYCLE COST	10
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3. SKILLED LABOR FORCE AVAILABLE	10
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4. SAFETY RECORD	10
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5. PROPOSER'S MANAGEMENT PLAN (INCLUDE APPLYING IPD PRINCIPLES)	15
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6. INTERVIEWS	10
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TOTAL OVERALL POINTS AVAILABLE	100
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Scoring of Price Factor.

1. Price. The ranking of the design-build proposals from "most advantageous" to "least advantageous" was based on the point totals (the highest point total being the "most advantageous and lowest point total being the "least advantageous") using the following formula:

a. *Design and Preconstruction Services, Construction Services, and Fee Subtotal*

(Lowest Subtotal submitted divided by Proposers Subtotal) x 5 = a. Subtotal

b. *Total Maximum Allowable Price*

(Lowest Total Maximum Allowable Price submitted by Proposers Total Maximum Allowable Price x 20 = b. Total MAP Price Points.

Scoring of Non Price Factors.

Explanation. Scoring of all Non-Price Factors was based on the gross scores received from the evaluation of the Proposer's information provided for each of the Factors listed in Section 4.3.1 Part B, above.

1. Technical Expertise and Design Excellence. Scores for Technical Expertise and Design Excellence were determined based on the following sub-factors provided in the Design-Build Proposal:

- a. Perspective drawings or concept sketches along with a general discussion of the design sketches/concepts and materials.
- b. Approach to the importance of design aesthetics compatibility with the future buildings.
- c. Approach to the use of BIM within the team and its application to this project.
- d. Proposers design and construction schedule completion dates and overall logic for Design Phase and Construction Phase.

2. Life Cycle Costs Over 30 Years. The team evaluated the approach to designing major systems with consideration for “Life Cycle Costs” for each of the following sub-factors and based on first cost, estimated life, annual maintenance cost, operation cost and projected replacement time:

- a. HVAC
- b. Lighting
- c. Energy consumption for the projected life of the project (using 30 years)
- d. Other(s) as defined by proposer

3. Skilled Labor Force Availability. Pursuant to Education Code Section 81703, each Proposer must have an agreement with a registered apprenticeship program, approved by the California Apprenticeship Council, which has graduated apprentices in each of the immediately preceding five years. Each of the three final proposers completed a pre-qualification questionnaire, met this minimum requirement and received maximum points allotted for this section.

4. Safety Record. Per Education Code 81703, each proposer must have an experience modification rate (safety rating) for the most recent three-year period with an average of 1.0 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period must not exceed the applicable statistical standards for its business category, or the proposer could qualify by being a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code. Each of the three final proposers completed a pre-qualification questionnaire, met this minimum requirement and received maximum points allotted for this section.

5. Proposer’s Management Plan, Including Applying Integrated Project Delivery (IPD) Principles. Scores for the Proposer’s Management Plan were based on the following:

- a. General approach to working together with the district as a member of an integrated project team to develop an architectural design, maintain budget, schedule and quality of project.
- b. Use of IPD principles with subcontractor and subconsultants.
- c. Use of IPD & Lean Construction Techniques listed below in a Collaborative Environment:
 - i. Target Value Design Approach
 - ii. BIM Utilization Approach
 - iii. Pull Plan Scheduling Approach
 - iv. Value Stream Mapping Approach

6. Interviews – The interviews were conducted and scores were based on the following:

- a. The presentation of the Design-Build Proposal demonstrating a full understanding of, and responsiveness to, the requirements of the RFP documents.
- b. The proposer’s presentation of the design concept for the project.
- c. The proposer’s demonstrated ability to collaborate with members of the team.

Bid No. 2043
Stadium and Site Improvement Project
Design-Build Entity
Saddleback College

August 22, 2016

Scoring Factors

		DBE1	DBE2	DBE3
	Points Available	Bernards / HMC	PCL / DLR Steinberg	Sundt / RNT
Price	25	25.00	23.82	22.42
Technical Expertise and Design Excellence	20	15.53	17.44	14.59
Life Cycle Costs	10	6.94	8.23	8.00
Skilled labor Force Availability	10	10.00	10.00	10.00
Safety Recored	10	10.00	10.00	10.00
Management Plan	15	11.89	13.54	12.91
Interviews	10	8.11	8.89	7.17
TOTAL	100	87.47	91.92	85.09

RANK

2	1	3
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**AGREEMENT – STADIUM AND SITE IMPROVEMENT PROJECT, DESIGN-BUILD
ENTITY, SADDLEBACK COLLEGE**

This Design-Build contract between District and Design-Build Entity (“Design-Build Contract”) is entered into on this 22nd day of August, 2016 by and between the South Orange County Community College District (“District”) at 28000 Marguerite Parkway, Mission Viejo, CA 92692 and PCL Construction Services, Inc. at 4350 Executive Drive, Suite 270, San Diego, CA 92121 (“Design-Builder”).

1 DEFINITIONS

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

2 THE WORK

2.1 SCOPE OF WORK

Design-Builder shall execute the entire Work called for by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of District or other Project Team members retained by District.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Design-Builder’s other obligations under the Contract Documents, Design-Builder shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

2.2.1 comply with the requirements of the Contract Documents;

2.2.2 comply with Applicable Laws;

2.2.3 conform to the standard of care applicable to those who provide design-build project services and construction of the type called for by this Design-Build Contract for projects of a scope and complexity that is comparable to the Project;

2.2.4 furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

2.2.5 apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the District and within the limitations of the Contract Sum and Contract Time.

3 CONTRACT TIME

3.1 DATES OF COMMENCEMENT

The Contract Time for completion of the design portion of the Work shall be measured from the Date of Commencement of Design. The Contract Time for Substantial completion of entire Work, including the design and non-design portions, shall be measured from the Date of Commencement of Construction.

3.2 NOTICES TO PROCEED

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

3.3 CONTRACT TIME

3.3.1 Design. The Design-Builder shall complete the Final Construction Documents and receive DSA approval. A Notice to Proceed for the Design Phase will be issued upon full execution of this contract.

3.3.2 Design and Construction. Design-Builder shall achieve Substantial Completion of the Work, including the design and non-design portions of the Work, not later than November 26, 2018 with Final Completion of the entire Work not later than forty-five (45) Days after the occurrence of Substantial Completion.

3.4 DAMAGES TO DISTRICT

3.4.1 District Right. The District and the Design-Builder acknowledge and agree that if the Design-Builder fails to Substantially Complete the Work within the Contract Time, the District will suffer substantial Losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those Losses and not a penalty, to the payment by Design-Builder of liquidated damages pursuant to this Section 3.4.

3.4.2 Daily Rate. If the Design-Builder fails to achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, the Design-Builder shall pay the District as liquidated damages the amount of Three Thousand Seven Hundred and Fifty Dollars (\$3,750) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until the Design-Builder achieves Substantial Completion of the entire Work.

3.4.3 Extensions of Time. Liquidated damages shall not be charged to Contractor for Delays to Substantial Completion for which the Contractor is entitled under the Contract Documents to receive an adjustment of the Contract Time for Substantial Completion.

3.4.4 Partial Completion. Liquidated damages shall not be reduced or apportioned for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work.

3.4.5 Remedies. District may deduct such liquidated damages as are payable hereunder from money due or to become due to the Design-Builder, or pursue any other legal remedy to collect such liquidated damages from the Design-Builder and/or its Surety.

3.4.6 Not a Limitation. District's rights under this Section 3.4 shall not be interpreted as precluding or limiting: (1) any right or remedy of District in the event of an Event of Design-Builder Default other than a failure to Substantially Complete the Work within the Contract Time; or (2) District's right to order an acceleration, at Design-Builder's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which District has the right to assess liquidated damages.

3.4.7 Exclusive Remedy, Liquidated damages payable pursuant to this Section 3.4 constitute the District's sole and exclusive rights and remedy for recovery of Losses to District, due to Delay, regardless of the cause or duration of the Delay and regardless of whether the Delay is a Compensable Delay, Excusable Delay or Unexcused Delay.

3.5 LIQUIDATED DAMAGES TO DESIGN-BUILDER

3.5.1 Design-Builder's Right. District and Design-Builder acknowledge and agree that if Design-Builder is unable due to Compensable Delay to Substantially Complete the Work within the Contract Time, the Design-Builder and its affected Subcontractors and Sub consultants will suffer Losses which are both extremely difficult and impracticable to ascertain and on that basis agree, as a reasonable estimate of those Losses and not a penalty, to the payment by District of liquidated damages pursuant to this Section 3.5.

3.5.2 Daily Rate. The Contract Sum shall be increased by the sum of Four Thousand Nine Hundred (\$4,900.00) per Day as liquidated damages for each Day for which Design-Builder is entitled under the Contract Documents to an adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto for Allowable Markup thereon.

3.5.3 Payment by District. A Change Order or Unilateral Change Order for an adjustment to the Contract Sum for the liquidated damages permitted by this Section 3.5 shall be executed following, and not before, actual Substantial Completion and prior to Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the District's rights of withholding payment permitted elsewhere in the Contract Documents or under Applicable Laws, amounts due to the Design-Builder pursuant to this Section 3.5 shall be payable as part of, and not prior to the due date for, Final Payment to Design-Builder.

3.5.4 Exclusive Remedy. Liquidated damages payable pursuant to this Section 3.5 constitute the Design-Builder's sole and exclusive right and remedy for recovery of Losses to Design-Builder and its Subcontractors and Sub consultants, of every Tier, due to Delay, regardless of the cause or duration of the Delay and regardless of whether the Delay is a Compensable Delay, Excusable Delay or Unexcused Delay.

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

4 CONTRACT SUM

4.1 LUMP-SUM CONTRACT

4.1.1 Price. District shall pay the Design-Builder in current funds for the Design-Builder's complete performance of the Work in accordance with the Contract Documents. District will pay Design-Builder a Lump Sum Price to be negotiated at the end of the design phase of the Contract, including an open-book buyout of subcontracts. The end of the design phase is deemed to occur when the design documents for the Project receive Division of State Architect ("DSA") approval. In no event, however, shall the Lump Sum Price be greater than the Maximum Allowable Price (MAP) of Forty-eight Million Nine Hundred Ninety-nine Thousand and Nine Hundred Dollars (\$48,999,900.00). The MAP is the maximum amount the District will pay and includes all costs and fixed fees set forth below for Design and Pre-Construction Services, Construction Services, Fee, Contractor Contingency, Allowances and Hard Costs as defined below.

1. Maximum Allowable Price (MAP). This is the maximum amount contained in the Design Builder's revised Proposal Form and Agreement – REV 01 dated May 13, 2016 for all Work to be provided by the Design-Builder, and is the amount the Design-Builder agrees, through its control of the design, in collaboration with the District, will not be exceeded when establishing the Lump Sum Price.

2. Fixed Fees. Fixed fees include Design and Preconstruction Services. Construction Services and Fee, as defined below.

3. Open Book Buyout of Subcontracts. This shall be accomplished collaboratively with the District during the design process using Hard Costs as the design target amount. The final Hard Costs amount will be included in the Lump Sum Price.

4.1.2 Design and Pre-Construction Services. The total fixed sum payable for Design and Pre-Construction Services shall be Three Million Eight Hundred Twenty-five Thousand Eight Hundred Dollars (\$3,825,800.00) subject to adjustment by Change Order, according to terms of the Design-Build Contract. This amount shall be incorporated into the Lump Sum Price as stipulated in Article 4.1.1. The amount payable to the Design-Builder in the event that the Design-Build Contract is terminated prior to commencement of construction shall be limited to a prorated amount of the Design and Preconstruction Services, based on the percentage of acceptable completion of the Construction Documents that has been accomplished by Design-Builder at the time of such termination.

4.1.3 Construction Services. The total sum payable for Construction Services shall not exceed Two Million Seven Hundred Seventy-eight Thousand Two Hundred Dollars (\$2,778,200.00). These sums are incorporated into the MAP as stipulated in Article 4.1.1.

4.1.4 Fee. The Fee payable to the Design-Builder shall not exceed (6.45 %) of the MAP, not to exceed Three Million One Hundred Fifty-Six Thousand Dollars (\$3,156,000.00). These sums are incorporated into the MAP as stipulated in Article 4.1.1.

4.1.5 Contractor Contingency. The total sum available for the exclusive use of the Contractor, as approved by the District to pay for miscellaneous work items, and Contractor errors, omissions and negligence, which are required to complete the project shall not exceed (4%) of the MAP, not to exceed One Million Four Hundred Sixty Thousand and 00/100 Dollars (\$1,460,000). If on final completion of the Project, funds are remaining in the Contractor Contingency, such funds will be shared based on a mutually agreed upon incentive plan with District, Contractor, subcontractor and sub-consultant participation. These sums are incorporated into the MAP as stipulated in Article 4.1.1.

4.1.6 Allowance. The total sum available for specific items of the project which have not specifically been defined to defer selection to a later date when additional information is available shall not exceed One Million Two Hundred Eighty Thousand and 00/100 Dollars (\$1,280,000). If on final completion of the Project, funds are remaining in the Allowances, such funds shall be fully retained by the District. These sums are incorporated into the MAP as stipulated in Article 4.1.1.

4.1.7 Hard Costs. The total sum payable for Hard Costs shall not exceed Thirty Six Million Four Hundred Ninety-nine Thousand Nine Hundred Dollars (\$36,499,900.00). These sums will be incorporated into the Lump Sum Price as stipulated in Article 4.1.1.

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

5 ENUMERATION OF CONTRACT DOCUMENTS

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents, include, without limitation, the following:

5.1.1 Project Criteria. The Project Criteria set forth in the RFP Documents.

5.1.2 RFP Documents. The RFP Documents and Addenda, with the exception of Approved Deviations.

5.1.3 Design Build Proposal. The Design-Builder's written responses to the RFP, including its Proposal. The Contract Documents shall not include any portion of the Design-Build Proposal that deviates from the Project Program or Criteria.

5.1.4 Design-Build Contract. This executed Design-Build Contract between District and Design-Builder.

5.1.5 General Conditions. The General Conditions to the Design-Build Contract, as modified August 8, 2016.

5.1.6 Division One Requirement. The Division One Requirements to the Design-Build Contract.

5.1.7 General Requirements, Supplemental and Special Conditions. Any General Requirements and Supplemental and Special Conditions.

5.1.8 Final Construction Documents. The Final Construction Drawings and Technical Specifications to be hereafter prepared by the Design-Builder and its Sub consultants that are accepted by the District and approved by the DSA in accordance with the terms of the Contract Documents; provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Design-Build Proposal that deviates from the Project Program or Criteria.

5.1.7 Addenda. All Addenda associated with the completed set of contract documents

5.1.8 Reference Documents. All Reference Documents associated with the completed set of contract documents.

WHEREFORE, This Design-Build Contract is entered into as of the day and year first written above.

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

SOCCCD Project No. 2043

“District”
South Orange County Community College District

“Design Builder”
PCL Construction Services, Inc., a Corporation

By: _____

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

By: _____

Aaron F. Wiehe
VP and Area Manager San Diego

Date: _____

Date: _____

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Irvine Valley College Health Center/Concessions Project,
Adopt Resolution No. 16-22, Authorizing Design-Build Delivery Method

ACTION: Approval

BACKGROUND

On March 26, 2012, the Board of Trustees adopted a resolution authorizing the use of Design-Build Procurement.

California Education Code section 81700, *et seq.*, authorizes California community college districts to use the design-build delivery method on public works of improvement costing in excess of \$2.5 million. The district's use of the design-build delivery method shall either (1) reduce comparable costs of the projects, or (2) expedite completion of the project, or (3) provide features and benefits unavailable through the traditional design-bid-build process.

STATUS

Staff is recommending the Board authorize the use of the design-build delivery method for the Irvine Valley College Health Center/Concessions project. California Education Code section 81702(a) requires the Governing Board adopt a resolution (EXHIBIT A) authorizing the use of design-build prior to entering into a design-build contract.

Funds for the design phase are available in the approved project budget of \$400,000. Funds for the remaining phases will be recommended at this August board meeting in the FY 2016-2017 cycle for the Basic Aid Allocation Resource Committee.

RECOMMENDATION

The Chancellor recommends the Board of Trustees adopt Resolution No. 16-22 (EXHIBIT A) to authorize the use of the design-build delivery method for the Irvine Valley College Health Center/Concessions project.

RESOLUTION NO. 16-22

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZING DESIGN-BUILD DELIVERY METHOD AT
IRVINE VALLEY COLLEGE HEALTH CENTER/CONCESSIONS PROJECT

August 22, 2016

WHEREAS, California Education Code section 81700, *et seq.*, authorizes California community college districts such as South Orange County Community College District (the “District”), to use the design-build delivery method on public works of improvement costing in excess of \$2.5 million; and,

WHEREAS, California Education Code section 81702(a) requires the Governing Board to adopt a resolution approving the use of the design-build delivery method prior to entering into a design-build contract; and,

WHEREAS, pursuant to California Education Code section 81702(a), the Governing Board has reviewed the guidelines developed pursuant to former Education Code section 81706; and,

WHEREAS, the Governing Board finds that use of the Design-Build delivery method for public works should either (1) reduce comparable costs of the projects, or (2) expedite completion of the project, or (3) provide features and benefits unavailable through the traditional design-bid-build process; and,

WHEREAS, the Request for Proposal (“RFP”) package for design-build procurement will conform to State Law and provide the minimum performance criteria and design standards for the Project; and

WHEREAS, the RFP will also identify the basic scope, concept drawings and needs of the Project, the expected cost range, and other information deemed necessary to inform interested parties of the contracting opportunity; and

WHEREAS, the RFP will define the factors and sub-factors that the District reasonably expects to consider in evaluating proposals, including cost or price and all non-price related factors and sub-factors, the methodology and rating or weighting scheme that will be used in evaluating competitive proposals; and

WHEREAS, to the extent the District wishes to reserve the right to hold discussions or negotiations with responsive bidders, the RFP will define the applicable rules and procedures to ensure that any discussions or negotiations are conducted in a fair and impartial manner.

NOW, THEREFORE, BE IT RESOLVED, that the South Orange County Community College District Board of Trustees hereby declares its intention to commence the process for design-build for the Irvine Valley College Health Center/Concessions project in accordance with applicable State Law, guidelines, processes, and on terms and conditions set forth therein;

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County Community College District, Orange County, State of California, on August 22, 2016.

Timothy Jemal, III, President

James R. Wright, Vice President

David B. Lang, Clerk

T.J. Prendergast, Member

Marcia Milchiker, Member

Barbara J. Jay, Member

Terri Whitt, Member

Dr. Debra L. Fitzsimons, Acting Chancellor
And Secretary to the Governing Board

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
DECLARING
IT'S INTENT TO ENTER INTO
AUTHORIZING DESIGN-BUILD DELIVERY METHOD FOR THE
SADDLEBACK COLLEGE ACCESS CONTROL PROJECT

AUGUST 22, 2016

STATE OF CALIFORNIA}
 }
COUNTY OF ORANGE }

I, Debra L. Fitzsimons, Secretary to the Board of Trustees of the South Orange County Community College District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board at a regular meeting held on the 22nd day of August 2016.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 22nd day of
August 2016.

Dr. Debra L. Fitzsimons
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Irvine Valley College Parking Lot Phase IA Project and Solar Shade Structures, Adopt Resolution 16-23, Authorizing Design-Build Delivery Method

ACTION: Approval

BACKGROUND

On March 26, 2012, the Board of Trustees adopted a resolution authorizing the use of design-build procurement.

California Education Code section 81700, *et seq.*, authorizes California community college districts to use the design-build delivery method on public works of improvement costing in excess of \$2.5 million. The District's use of the design-build delivery method shall either (1) reduce comparable costs of the projects, or (2) expedite completion of the project, or (3) provide features and benefits unavailable through the traditional design-bid-build process.

STATUS

Staff is recommending the Board authorize the use of the design-build delivery method for the Irvine Valley College Parking Lot Phase IA project and Solar Shade Structures. California Education Code section 81702(a) requires the Governing Board adopt a resolution (EXHIBIT A) authorizing the use of design-build prior to entering into a design-build contract.

Funds for the parking lot phase 1A portion of this project are available through approved basic aid distribution equaling \$3,100,000. Funds for the solar shade structures portion of this project will be recommended during this August board meeting in the FY 2016-2017 cycle for the Basic Aid Allocation Resource Committee.

RECOMMENDATION

The Acting Chancellor recommends the Board of Trustees adopt Resolution No. 16-23 (EXHIBIT A) to authorize the use of the design-build delivery method for the Irvine Valley College Parking Lot Phase IA project and Solar Shade Structures.

RESOLUTION NO. 16-23

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AUTHORIZING DESIGN-BUILD DELIVERY METHOD
IRVINE VALLEY COLLEGE PARKING LOT PHASE IA PROJECT AND SOLAR SHADE STRUCTURES

August 22, 2016

WHEREAS, California Education Code section 81700, *et seq.*, authorizes California community college districts such as South Orange County Community College District (the "District"), to use the design-build delivery method on public works of improvement costing in excess of \$2.5 million; and,

WHEREAS, California Education Code section 81702(a) requires the Governing Board to adopt a resolution approving the use of the design-build delivery method prior to entering into a design-build contract; and,

WHEREAS, pursuant to California Education Code section 81702(a), the Governing Board has reviewed the guidelines developed pursuant to former Education Code section 81706; and,

WHEREAS, the Governing Board finds that use of the design-build delivery method for public works should either (1) reduce comparable costs of the projects, or (2) expedite completion of the project, or (3) provide features and benefits unavailable through the traditional Design-Bid-Build process; and,

WHEREAS, the Request for Proposal ("RFP") package for design-build procurement will conform to State Law and provide the minimum performance criteria and design standards for the Project; and

WHEREAS, the RFP will also identify the basic scope, concept drawings and needs of the Project, the expected cost range, and other information deemed necessary to inform interested parties of the contracting opportunity; and

WHEREAS, the RFP will define the factors and sub-factors that the District reasonably expects to consider in evaluating proposals, including cost or price and all non-price related factors and sub-factors, the methodology and rating or weighting scheme that will be used in evaluating competitive proposals; and

WHEREAS, to the extent the District wishes to reserve the right to hold discussions or negotiations with responsive bidders, the RFP will define the applicable rules and procedures to ensure that any discussions or negotiations are conducted in a fair and impartial manner.

NOW, THEREFORE, BE IT RESOLVED, that the South Orange County Community College District Board of Trustees hereby declares its intention to commence the process for design-build for the Irvine Valley College Parking Lot Phase IA and Solar Shade Project in accordance with applicable State Law, guidelines, processes, and on terms and conditions set forth therein;

PASSED AND ADOPTED, by the Board of Trustees of the South Orange County
Community College District, Orange County, State of California, on August 22, 2016.

Timothy Jemal, III, President

James R. Wright, Vice President

David B. Lang, Clerk

T.J. Prendergast, Member

Marcia Milchiker, Member

Barbara J. Jay, Member

Terri Whitt, Member

Dr. Debra L. Fitzsimons, Acting Chancellor
And Secretary to the Governing Board

Resolution No. 16-23

RESOLUTION OF THE BOARD OF TRUSTEES
OF THE
SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
DECLARING
ITS INTENT TO ENTER INTO
AUTHORIZING DESIGN-BUILD DELIVERY METHOD FOR THE
IRVINE VALLEY COLLEGE PARKING LOT PHASE IA PROJECT AND SOLAR SHADE STRUCTURES

AUGUST 22, 2016

STATE OF CALIFORNIA}
}
COUNTY OF ORANGE }

I, Debra L. Fitzsimons, Secretary to the Board of Trustees of the South Orange County Community College District of Orange County, California, hereby certify that the above and foregoing Resolution was duly and regularly adopted by said Board at a regular meeting held on the 22nd day of August 2016.

IN WITNESS THEREOF, I have hereunto set my hand and seal this 22nd day of
August 2016.

Debra L. Fitzsimons
Secretary to the Board of Trustees

TO: Board of Trustees

FROM: Dr. Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Contract with eNamix for Quality Assurance Services

ACTION: Approval

BACKGROUND

To support new software projects for Fiscal Year 2016-2017, the District is in need of expertise in the area of Quality Assurance (QA) and User Experience (UX). The QA process is responsible for the testing and verification of new software development and UX focuses on making the user experience simple and intuitive. eNamix provides these services and is familiar with District IT's development efforts, particularly the My Academic Plan (MAP) system, Student Information System (SIS) and MySite portal.

STATUS

District IT is proposing that eNamix assist by providing quality assurance and user experience services in support of the MAP Enhancements, SIS Enhancements and SmartSchedule 2.0 projects.

The professional fees for these services will be based on time spent at the hourly rates outlined in the chart below:

Exhibit A	UX Consulting	\$90/hour	\$181,440
Exhibit B	SIS QA	\$97/hour	\$195,552
Exhibit C	MAP QA	\$85/hour	\$171,360
TOTAL:			\$548,352

Funding for these software development services are provided by college Strengthening Student Success Program (SSSP) funds, and basic aid funds.

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees approve the agreements with eNamix, EXHIBIT A, for a total amount not to exceed \$548,352 for the term of the FY 2016-2017.

Item Submitted by: *Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services and Dr. Debra Fitzsimons, Vice Chancellor, Business Services*

This Agreement is made and entered into this 22nd day of August, 2016 between: Supplier Contract No _____
South Orange County Community College District
28000 Marguerite Parkway, Mission Viejo, California 92692-3635
Telephone (949) 582-4664

hereinafter called District, and

Contractor Name eNamix Inc

Contractor Phone / Fax 949-916-9810

Contractor Address 15707 Rockfield Blvd, #150, Irvine, CA 92618

hereinafter called Contractor.

The parties agree as follows:

1. The Contractor shall, at times and places designated by the District, perform the following services:
User Experience (UX) services on the SmartSchedule 2.0 project and other SIS projects as needed.
2. The Agreement shall be effective from 09/01/2016 to 08/31/2017 and may be modified only by mutual written agreement of the parties. The District shall have the discretion to terminate this Agreement at any time by providing Contractor thirty (30) days prior written notice specifying the date of termination.
3. The District shall pay the Contractor \$90 per hour, not to exceed \$181,440. The District will not pay any expenses of the Contractor except as follows: __n/a__. The total amount payable by the District shall not exceed \$181,440. Upon completion of the services and upon a signed invoice acceptable to the District and approved by Jim Gaston or Jim Phaneuf, payment will be made by the District.
4. The District shall not be liable to the Contractor for personal injury or property damage sustained by Contractor in the performance of this Agreement, whether caused by Contractor, the District, its officers, agents or employees, or by any third party. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever arising out of or in any way connected with this Agreement.
5. While performing the service hereunder, the Contractor is an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College.
6. Neither party shall assign this Agreement nor any part thereof without the written consent of the other party.
7. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference any exhibits which are attached hereto and incorporated herein.
8. Contractor shall provide proof of insurance as required by the District.
9. This Agreement shall be governed by the laws of the State of California.

Contractor

South Orange County Community College District

Signature: _____	Signature: _____
Print Name: John Jeltema	Print Name: Dr. Debra L. Fitzsimons
Title: President	Title: Vice Chancellor 949 582-4664
Date: _____	Date: _____
Contact Person: John Jeltema 949-946-9810	College Contact Person: Jim Gaston 949-582-4336
Contact Person Phone / Email: _____	College Contact Person Phone / Email: _____

This Agreement is made and entered into this 22nd day of August, 2016 between: Supplier Contract No _____
South Orange County Community College District
28000 Marguerite Parkway, Mission Viejo, California 92692-3635
Telephone (949) 582-4664

hereinafter called District, and

Contractor Name eNamix Inc

Contractor Phone / Fax 949-916-9810

Contractor Address 15707 Rockfield Blvd, #150, Irvine, CA 92618

hereinafter called Contractor.

The parties agree as follows:

1. The Contractor shall, at times and places designated by the District, perform the following services:
Quality assurance (QA) services in support of the SIS Enhancements projects including participation in design teams and working with the user community as needed to deliver projects on time and of high quality. QA services on other SIS projects as needed.
2. The Agreement shall be effective from 09/01/2016 to 08/31/2017 and may be modified only by mutual written agreement of the parties. The District shall have the discretion to terminate this Agreement at any time by providing Contractor thirty (30) days prior written notice specifying the date of termination.
3. The District shall pay the Contractor \$97 per hour, not to exceed \$195,552. The District will not pay any expenses of the Contractor except as follows: __n/a_. The total amount payable by the District shall not exceed \$195,552. Upon completion of the services and upon a signed invoice acceptable to the District and approved by Jim Gaston or Jim Phaneuf, payment will be made by the District.
4. The District shall not be liable to the Contractor for personal injury or property damage sustained by Contractor in the performance of this Agreement, whether caused by Contractor, the District, its officers, agents or employees, or by any third party. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever arising out of or in any way connected with this Agreement.
5. While performing the service hereunder, the Contractor is an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College.
6. Neither party shall assign this Agreement nor any part thereof without the written consent of the other party.
7. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference any exhibits which are attached hereto and incorporated herein.
8. Contractor shall provide proof of insurance as required by the District.
9. This Agreement shall be governed by the laws of the State of California.

Contractor

South Orange County Community College District

Signature:	Signature:
Print Name: John Jeltema	Print Name: Dr. Debra L. Fitzsimons
Title: President	Title: Vice Chancellor 949 582-4664
Date:	Date:
Contact Person: John Jeltema 949-946-9810	College Contact Person: Jim Gaston 949-582-4336
Contact Person Phone / Email:	College Contact Person Phone / Email:

This Agreement is made and entered into this 22nd day of August, 2016 between: Supplier Contract No _____
South Orange County Community College District
28000 Marguerite Parkway, Mission Viejo, California 92692-3635
Telephone (949) 582-4664

hereinafter called District, and

Contractor Name eNamix Inc

Contractor Phone / Fax 949-916-9810

Contractor Address 15707 Rockfield Blvd, #150, Irvine, CA 92618

hereinafter called Contractor.

The parties agree as follows:

1. The Contractor shall, at times and places designated by the District, perform the following services:
Quality assurance (QA) services in support of the MAP Enhancements and SIS Enhancements projects including participation in design teams and working with the user community as needed to deliver projects on time and of high quality. QA services on other SIS projects as needed.
2. The Agreement shall be effective from 09/01/2016 to 08/31/2017 and may be modified only by mutual written agreement of the parties. The District shall have the discretion to terminate this Agreement at any time by providing Contractor thirty (30) days prior written notice specifying the date of termination.
3. The District shall pay the Contractor \$85 per hour, not to exceed \$171,360. The District will not pay any expenses of the Contractor except as follows: n/a. The total amount payable by the District shall not exceed \$171,360. Upon completion of the services and upon a signed invoice acceptable to the District and approved by Jim Gaston or Jim Phaneuf, payment will be made by the District.
4. The District shall not be liable to the Contractor for personal injury or property damage sustained by Contractor in the performance of this Agreement, whether caused by Contractor, the District, its officers, agents or employees, or by any third party. Contractor agrees to and does hereby indemnify, hold harmless and defend the District and its Board of Trustees, officers, employees and agents from every claim or demand made and every liability, loss, damage or expense, of any nature whatsoever arising out of or in any way connected with this Agreement.
5. While performing the service hereunder, the Contractor is an independent contractor and not an officer, agent or employee of the District, Saddleback College or Irvine Valley College.
6. Neither party shall assign this Agreement nor any part thereof without the written consent of the other party.
7. This Agreement and any exhibits attached hereto constitute the entire Agreement among the parties to it and supersedes any prior or contemporaneous understanding or agreement with respect to the services contemplated, and may be amended only by a written amendment executed by both parties to the Agreement. This Agreement incorporates by this reference any exhibits which are attached hereto and incorporated herein.
8. Contractor shall provide proof of insurance as required by the District.
9. This Agreement shall be governed by the laws of the State of California.

Contractor

South Orange County Community College District

Signature:	Signature:
Print Name: John Jeltema	Print Name: Dr. Debra L. Fitzsimons
Title: President	Title: Vice Chancellor 949 582-4664
Date:	Date:
Contact Person: John Jeltema 949-946-9810	College Contact Person: Jim Gaston 949-582-4336
Contact Person Phone / Email:	College Contact Person Phone / Email:

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Contract with Neudesic LLC for Software Development

ACTION: Approval

BACKGROUND

The Student Information System (SIS) is a core mission critical system, providing direct services to students and faculty as well as administrators, managers, and staff at the colleges.

In order to support SIS related software projects for this fiscal year, the District is in need of expertise in the area of software development and project management. Neudesic LLC provides these services and is familiar with SOCCCD's systems and development approach.

STATUS

The following SIS related project (Item 1 on Exhibit A) was prioritized by the District-wide Technology Committee (DTC) and approved by the Basic Aid Allocation Recommendation Committee (BAARC) for funding and development during FY 2016-2017:

- SIS: state compliance and college requested features

District IT is proposing that Neudesic LLC assist by providing software development and project management services for this project. Funding for these software development services is provided by the FY 2016-2017 basic aid allocation subject to the board's approval at the August 2016 board meeting.

Items 2 – 4 on Exhibit A are additional projects requiring Neudesic's expertise and are funded through the BSI grant awarded to Saddleback College (Item 2) and from basic aid funding from the FY 2015-2016 basic aid allocation (Items 3 and 4).

RECOMMENDATION

The Acting Chancellor recommends that the Board of Trustees approve the work order with Neudesic LLC, EXHIBIT A, for an amount not to exceed \$1,514,600.00 for the term of September 1, 2016 through June 30, 2017.

Item Submitted by: *Dr. Robert Bramucci, Vice Chancellor, Technology & Learning Services and Dr. Debra Fitzsimons, Vice Chancellor, Business Services*

**SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
WORK ORDER FOR INFORMATION TECHNOLOGY CONSULTANT SERVICES**

To:

Neudesic, LLC
8105 Irvine Center Drive, Suite 1200
Irvine, CA 92618

PO Number:

A contract between IT Consultant and South Orange County Community College District for IT Services was approved on November 17th, 2014. Based on that contract, IT Consultant shall complete the following projects, at the rates specified in the contract as described below:

Item	Description	Start Date	End Date	Not to Exceed Amt.
1	Develop Student Information System (SIS) state compliance and college requested features as identified and prioritized by appropriate college staff and facilitated by the Directors of Administrative/Academic Systems. Services will consist of: project management, business analysis, database management, software development, and testing/quality assurance.	9/1/16	6/30/17	\$1,209,600.00
2	Integrate Sherpa student course recommendations into SmartSchedule. Services will consist of: project management, business analysis, database management, software development, and testing/quality assurance.	9/1/16	6/30/17	\$140,000
3	Create automated test scripts for SIS regression testing.	9/1/16	3/30/2017	\$15,000
4	Conduct audits on production environment and make recommendations to improve stability and reliability. Respond to critical performance issues with appropriate staff to assist in restoring full performance as quickly as possible.	9/1/16	8/30/18	\$150,000

Work order approved by:
DISTRICT

South Orange County Community College District

Accepted by:
IT CONSULTANT

Neudesic, LLC

Dr. Debra L. Fitzsimons

Parsa Rohani

Vice Chancellor , Business Services

Chief Executive Officer

(Date)

(Date)

Dr. Robert Bramucci
Vice Chancellor, Technology and Learning Services

(Date)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Academic Personnel Actions – Regular Items

ACTION: Approval/Ratification

BACKGROUND

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

STATUS

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

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

RECOMMENDATION

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

ACADEMIC PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

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

- a. AMINY, MARINA is to be employed as Dean of Online Education and Learning Resources, Pos #P0004611, Division of Online Education and Learning Resources, Saddleback College, Academic & Classified Administrators/Classified Managers Salary Range 22, Step 5, effective August 8, 2016. This is a replacement position for Patricia Flanigan, who retired. (Exhibit B, Attachment 1)

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

- a. ¹MESHKIN, NAHID, is to be employed as Nursing Instructor (Full-Time, Tenure Track), Pos #P0001713, Division of Health Sciences and Human Services, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range II, Step 1. This is a replacement position for Samantha Venable, who retired. (Exhibit B, Attachment 2)
- b. NASTANSKI, JENNIFER, is to be employed as Nursing Instructor (Temporary, Full-Time, Grant-Funded), Pos #P0004997, Division of Health Sciences and Human Services, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range V, Step 1. This is a new position approved by the Board of Trustees on March 28, 2016. (Exhibit B, Attachment 3)
- c. ZACH, ALICIA, is to be employed as Online Learning Librarian (Full-Time, Tenure Track), Pos #P0003807, Division of Online Education and Learning Resources, Saddleback College, effective August 15, 2016. Approximate Salary Placement: Range II, Step 1. This is a replacement position for Elizabeth Horan, who retired. (Exhibit B, Attachment 4)

3. ACADEMIC TEMPORARY PART-TIME/SUBSTITUTE STAFF

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
² Dorhout, Anita	MA/History	Emeritus/History/SC	5	1/17/17

¹ Nahid Meshkin was approved by the Board of Trustees on June 27, 2016, for the Nursing Instructor (Grant-Funded) position. She is now being hired for the Nursing Instructor (Full-time, Tenure Track), Pos #P0004997; the position was originally accepted by Nicole Dupree, who subsequently declined it.

² Hired and approved by Board of Trustees on 6/26/06 to teach History for the Social and Behavioral Sciences Division, SC. Rehired for Spring 2017 to teach for the Emeritus Institute, SC.

A. NEW PERSONNEL APPOINTMENTS - Continued

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Benevidez, Judith	MA/Counseling	Counseling/IVC	2	08/22/16
Broeske, Patricia	BA/Communications	Emeritus/SC	1	08/22/16
Brown, Kristina	MA/Sociology	Sociology/IVC	2	08/22/16
Bui, Annette	MA/Ed. Counseling	Counseling/IVC	2	05/31/16
³ Caraballo, Shaunte	MA/Theatre Arts	Comm. Arts/IVC	2	08/22/16
Cole, Alexandra	PhD/Political Science	Political Science/IVC	5	08/22/16
Combs, Mark	PhD/Psychology	Psychology/SC	5	08/22/16
⁴ Dorri, Ali	MA/Communications	Journalism/SC	2	08/22/16
Evans, Delia	MS/Urban Planning	Interior Design/SC	2	08/22/16
Gan, Nin	MS/Marine Biology	Biology/SC	2	08/22/16
Ganguli, Priya	PhD/Earth Science	Geology/SC	5	08/22/16
Gomez, Jaime	MA/Communications	Speech/IVC	2	08/22/16
Goninan, Amy	MA/TESOL	ESL/SC	2	08/22/16
Gonzalez, Sara	MA/English	English/SC	2	08/22/16
⁵ Goward, Barbara	MA/Educ. Reading	English/IVC	5	08/22/16
Hallsted, Julianna	BA/Org. Leadership	Paralegal/IVC	1	08/22/16
Harris, Matthew	MA/Kinesiology	Kinesiology/IVC	2	08/22/16
Hjelm, Brooke	PhD/Molec Cell Biology	Biological Sci/IVC	5	08/22/16
Hyunh, Timothy	MS/Mathematics	Mathematics/IVC	2	08/22/16
Jilek, Christine	MFA/Ceramics	Art/SC	2	08/22/16
⁶ Kellman, Sophia	MA/Agric. Economics	Economics/SC	3	08/22/16
Khorram, Majid	MS/Architecture	Arch/Drafting/IVC	2	08/22/16
Kohl, Colin	MA/Literature/Writing	English/SC	2	08/22/16
Knight-Finley, Misty	MA/Political Science	Political Science/IVC	2	08/22/16
Marse, Michael	MS/Comm Studies	Speech/IVC	2	08/22/16
Martin, Micah	MA/Spanish	Spanish/IVC	2	08/22/16
⁷ Marzolo, Ramon	MS/Software Engineer.	Computer Sci/SC	2	08/22/16
Massimi, Mona	MS/Chemistry	Chemistry/SC	2	08/22/16
Matthews, E.	MA/TESOL	Adult ESL/IVC	2	08/22/16
Perez, Janeen	MA/Business Admin	Fashion/SC	2	08/22/16
Schelden, Peter	MA/English	English/IVC	2	08/22/16
⁸ Stachenfeld, Marilyn	PhD/Amer. Literature	Emeritus/SC	5	08/22/16
Synycia, Natasha	MA/History	History/IVC	2	08/22/16
Vargas, Arlene	MS/Counseling	Counseling/SC	2	08/22/16

³ Hired and approved by Board of Trustees on 7/23/07 to teach Communications at IVC. Rehired for Fall 2016.

⁴ Current SOCCCD Classified Full-Time Laboratory Technician, Lariat at Saddleback College.

⁵ Hired and approved by Board of Trustees on 1/22/08 to teach Reading.

⁶ Current SOCCCD Part-Time Faculty previously approved by Board of Trustees to teach in LRC.

⁷ Son of Gary Marzolo, Associate Faculty in Division of Math, Science & Engineering, Saddleback College.

⁸ Current SOCCCD Part-Time Faculty previously approved to teach English, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Vaught, Karen	MA/English Literature	English/IVC	2	08/22/16
Villalpando, A.	MA/Ethnic Studies	History/IVC	2	08/22/16
Vu, Nam	MS/Microbiology	Biology/SC	2	08/22/16
Zamudio, Rocio	MS/Counseling	Counseling/SC	2	08/01/16
Zemanek, Erika	MA/English	English/SC	2	08/22/16

EQUIVALENCY

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Bodhanwala, Homi	BS/Computer Science	Computer Science/SC	1	08/22/16

Equivalency is based on a BS degree in Computer Science from the University of California, Irvine, and over 10 years of experience as a consultant, algorithm designer, and software engineer. He also has teaching experience in Information and Computer Science, as well as the Learning and Academic Resource Center at UCI as a certified tutor. In addition, Mr. Bodhanwala has over 10 years of experience programming in several languages such as C++, C#, Erlang, and Java.

⁹ Felder, Stephen	PhD/History	Writing/IVC	5	08/22/16
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Equivalency is based on a PhD in History from UCI; Master's in Divinity from Biola University, La Mirada; a BS in Journalism from Northern Arizona University, as well as experience teaching Composition at UCI, educational experience in Journalism, extensive experience with scholarly research and extraordinary publication history, and experience as an instructor in the Humanities Department at Irvine Valley College.

Giron, Michelle	MS/Chem. Engineering	Chemistry/SC	2	08/22/16
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Equivalency is based on a Bachelor's degree in Chemical Engineering from the California Institute of Technology and a Master's degree in Chemical Engineering from Cornell University. At Cornell, Ms. Giron did her graduate research investigating carrier transport through molecular crystals and single-molecule wires for use in organic electronics devices. After graduation, she worked at Emergent Corporation for three years as the expert on chemical issues, including chemical and material compatibilities and refrigerants. She is a current member of the American Chemical Society.

⁹ Dr. Felder is also a full-time, tenure track Humanities instructor at Irvine Valley College, approved by the Board of Trustees on July 19, 2005.

A. NEW PERSONNEL APPOINTMENTS - Continued

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Miremadi, Ali	PhD/Linguistics	Persian/SC	5	08/22/16

Equivalency is based on a Bachelor of Arts degree in English Literature from the University of Isfahan, Iran; a Dip TEFEL (Teaching English as Foreign Language) from Teachers' Training College from Tehran, Iran; Master of Arts in Teaching English as a Foreign Language from UWIT, Cardiff, UK; and a PhD in Linguistics from Michigan State University. Dr. Miremadi has over thirty years of experience teaching.

Newkirk, Ailam	MS/Geographic IS	Golf/IVC	2	8/22/2016
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Equivalency is based on a Bachelor of Science in Geography with an emphasis in Environmental Studies at California State University, Fullerton and a Master of Science in Geography Information Systems at the University of Redlands. Ms. Newkirk's instructional experience includes five years at Tustin Ranch Golf Club in their PGA teaching shop and 1.5 years in the Capistrano Unified School District. She has elite competitive golf experience at the intercollegiate, USGA and WSCGA levels. This included two years as Captain at IVC and six years with the Newport Beach Country Club team playing in the No. 1 spot for the team and is the 2016 club champion. She has also qualified and played in the 2014 Women's US Mid/Amateur; in the qualifier for the Women's US Four/Ball Championship in 2014 and 2015; CA Women's State Championship in 2013, 2014, and 2015; and Women's Southern California Championship 2014. Her current index is 2.5.

Ngo, Nathaniel	MS/Statistics	Volleyball/IVC	2	8/22/2016
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Equivalency is based on a Bachelor's degree in Mathematics from California Polytechnic State University, San Luis Obispo, and a Master's degree in Statistics from the University of Nebraska. Mr. Ngo's experience includes 8 years of teaching and coaching Volleyball at University of Portland; University of Nebraska; California State University, San Luis Obispo; and with the 2016 USA Volleyball Olympic team. He has also worked as a volunteer assistant for the IVC Volleyball program in the school of Kinesiology, Health, and Athletics.

Olhats, Pascal	No Degree	Foods/SC	1	8/22/2016
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Equivalency is based on Chef Pascal being a French board and trained Executive Chef and restaurateur. He studied hospitality and restaurant business at CERIA College in Brussels. After moving to the USA in 1984, he began Olhats Food Corporation in 1988 and is now the Owner and Executive Chef at four popular restaurants in Orange County: Café Jardin, Pascals Café, Pascals Catering, and Pascal's Tea Garden and Creperie. Mr. Olhats is also part owner of Manassero Farms, a paid consultant to French 75, Savannah Chophouse, and Brasserie Pascal and most recently hired by the Macanese government of tourism to promote their cuisine in the U.S. He has received a number of awards and accolades including #1 restaurant in Orange County for 15 years by the Zagat Guide. He has over 28 years of experience in teaching numerous chefs and offering apprenticeships at his restaurants, including successful operation of a restaurant.

A. NEW PERSONNEL APPOINTMENTS - Continued

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
Rainey, Arthur	MS/Info. System	Comptr Science/SC	2	8/22/2016

Equivalency is based upon a Master of Science degree in Information Systems from Aspen University. Mr. Rainey has over 15 years of community college teaching experience locally in Southern California; having taught courses in C++ Programming Concepts, C++ Advances Object Oriented Programing, C++ File Systems Concepts, and C++ Data Structures. Additionally, Mr. Rainey has also taught program language courses in Java, XML, HTML, and Assembly Language.

¹⁰ Romero, Maria	MA/History	Ethnic Studies/SC	5	8/22/2016
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Equivalency is based on a Master's in History from the University of California, Irvine with a focus on Latin American History, Mexican History, and US History. In addition, Ms. Romero has previously taught various Ethnic Studies and Ethnic Studies related courses at Saddleback College including Multicultural Identities in the U.S., Multicultural Experiences in the U.S., Margins and Borders, History of Ethnic Cultures in the U.S., History of Mexico, and Chicano/a History.

Sherwan, Natalie	PhD/History	Humanities/IVC	5	8/22/2016
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Equivalency is based upon a Master of Art degree in Islamic Studies from the University of Bucharest with an emphasis on courses in religious studies and the humanities, as well as a PhD from the University of California, Los Angeles in History with an emphasis in religious history. Ms. Sherwan's dissertation also focused on medieval Christianity, which has well prepared her for teaching coursework in religious studies and the humanities.

B. ADDITIONAL COMPENSATION: GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed Amount (\$)</u>	<u>Effective Date</u>
Adams, Brittany	Chair, Humanities	5,971.50	08/15/16-12/19/16
Boone, Rick	Chair, Emeritus	3,649.25	08/15/16-12/19/16
Bradley, Devon	BEES, Outdoor Learning Facilitator	3,981.00	08/15/16-12/19/16
Brass, Monique	Fitness Center Facilitator	3,317.50	08/15/16-12/19/16
Castroconde, Miriam	Co-Chair, Mathematics 1	2,654.00	08/15/16-12/19/16
Castroconde, Miriam	Matric. - Mathematics Facilitator	5,308.00	08/15/16-12/19/16
Chambers, Elizabeth	Chair, Sociology	1,327.00	08/15/16-12/19/16

¹⁰ Current SOCCCD Part-Time Faculty previously approved to teach History..

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	<u>Effective Date</u>
		<u>Amount (\$)</u>	
Chan, Carlo	Academic Senate Recorder	3,981.00	08/15/16-12/19/16
Crammer, Cale	Co-Facilitator, Model UN 1	1,990.50	08/15/16-12/19/16
Delson, Cheryl	Accreditation Std II, Sub IIB	1,288.00	01/11/16-05/24/16
Delson, Cheryl	Accreditation Std II, Sub IIA	2,576.00	01/11/16-05/24/16
Delson, Cheryl	Accreditation Std II: Co-Chair	5,152.00	01/11/16-05/24/16
Delson, Cheryl	Accreditation Std II	2,576.00	06/01/16-08/12/16
Delson, Cheryl	Library Services Coordinator	1,327.00	08/15/16-12/19/16
Delson, Cheryl	SLO Facilitator	4,644.50	08/15/16-12/19/16
Delson, Cheryl	Accreditation Standard II	1,327.00	08/15/16-12/19/16
Delson, Cheryl	Chair, Library Services	2,322.25	08/15/16-12/19/16
Dorner, Meredith	Accreditation DE 2	3,864.00	06/01/16-08/12/16
Etter, Bill	Accred. Self Study 2017: Writer	3,864.00	01/11/16-05/24/16
Etter, Bill	Accreditation Writer	5,308.00	08/15/16-12/19/16
Evans, Julie	Writing Center Facilitator	5,308.00	08/15/16-12/19/16
French, Jules	Facilitator Forensics	6,635.00	08/15/16-12/19/16
Gabriella, Wendy	Chair, Anthropology	1,327.00	08/15/16-12/19/16
Hernandez, Jerry	Co-Chair, Kines, Health/Athletics 1	2,654.00	08/15/16-12/19/16
Hochwald, Seth	Co-Chair, Computer Science 1	1,161.13	08/15/16-12/19/16
Hurlbut, Diana	Asst. Chair, Curriculum Committee	3,981.00	08/15/16-12/19/16
Hurlbut, Diana	Life Sciences: CTE Coordinator	3,981.00	08/15/16-12/19/16
Johnson, Jeffrey	ECP Facilitation 4	100.00	08/15/16-12/19/16
Kaufmann, Jefferey	Co-Chair, Bio 2	2,985.75	08/15/16-12/19/16
Kil, Joon	Chair, Political Sciences	2,322.25	08/15/16-12/19/16
King, Donna	Chair, Human Development	2,322.25	08/15/16-12/19/16
Kirk, Julie	Chair, Visual Arts	5,971.50	08/15/16-12/19/16
Kremenetski, K.	ECP Facilitation 1	100.00	08/15/16-12/19/16
Lee, Celina	Technology Committee Coordinator	2,654.00	08/15/16-12/19/16
Loeffler, Chris	Chair, Curriculum Committee	2,576.00	06/01/16-08/12/16
Loeffler, Chris	Chair, Curriculum Committee	11,943.00	08/15/16-12/19/16
Loke, Chan	Co-Chair, Computer Science 2	1,161.13	08/15/16-12/19/16
Mathur, Roopa	Accreditation DE 1	3,864.00	06/01/16-08/12/16
Mathur, Roopa	Chair, Business Sciences	7,962.00	08/15/16-12/19/16
McCaughey, Colin	AOJ: CTE Coordinator	2,654.00	08/15/16-12/19/16
McCaughey, Colin	Chair, Administration of Justice	1,658.75	08/15/16-12/19/16
McKim, Brett	Academic Affairs Chair	7,962.00	08/15/16-12/19/16
McLaughlin, June	Paralegal Program Coordinator	2,654.00	08/15/16-12/19/16
McNeil, Mark	Chair, Economics	2,654.00	08/15/16-12/19/16
Melendez, Robert	Accreditation Std II, Sub IIC	2,576.00	01/11/16-05/24/16
Melendez, Robert	Chair, Counseling	2,322.25	08/15/16-12/19/16
Melendez, Robert	Early College Facilitator Counseling	5,308.00	08/15/16-12/19/16
Melendez, Robert	Student Success & Dept Coord	2,654.00	08/15/16-12/19/16
Milostan-Egus, K.	Chair, Dance	4,312.75	08/15/16-12/19/16
Milostan-Egus, K.	Dance Production Facilitator	2,654.00	08/15/16-12/19/16

B. ADDITIONAL COMPENSATION: GENERAL FUND - Continued

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Monte, Brent	Co-Chair, Mathematics 2	2,654.00	08/15/16-12/19/16
Morris, April	GAP4+1 Program Director	3,981.00	08/15/16-12/19/16
Pham, Lan	Co-Chair, Mathematics 3	2,654.00	08/15/16-12/19/16
Rodriguez, Roland	Co-Chair, Bio 1	2,985.75	08/15/16-12/19/16
Romero, Amanda	Co-Coordinator CTE	2,000.00	08/15/16-12/19/16
Ruiz-Vega, Rolando	ECP Facilitation 6	100.00	08/15/16-12/19/16
Rybold, Gary	Chair, Communication Arts	2,654.00	08/15/16-12/19/16
Sahani, Navneet	Co-Facilitator, Model UN 2	1,990.50	08/15/16-12/19/16
Sanchez, Sandra	ECP Facilitation 5	100.00	08/15/16-12/19/16
Schmeidler, Kathy	Accreditation Std 1: Co-Chair	3,864.00	01/11/16-05/24/16
Schmeidler, Kathy	Accreditation Std IV: Sub IVD	1,288.00	01/11/16-05/24/16
Schmeidler, Kathy	Accreditation Std I	2,576.00	06/01/16-08/12/16
Schmeidler, Kathy	Accreditation Std IV	5,152.00	06/01/16-08/12/16
Schmeidler, Kathy	Academic Senate President	11,943.00	08/15/16-12/19/16
Schmeidler, Kathy	Accreditation Standard I	1,327.00	08/15/16-12/19/16
Schmeidler, Kathy	Accreditation Standard IV	1,327.00	08/15/16-12/19/16
Seraphin, Eva	ECP Facilitation 12	100.00	08/15/16-12/19/16
Seraphin, Eva	ECP Facilitation 3	100.00	08/15/16-12/19/16
Tabibzadeh, Kiana	Chair, Physical Sciences	6,635.00	08/15/16-12/19/16
Taylor, Yemmy	Chair, Psychology	3,317.50	08/15/16-12/19/16
Titterud, Melanie	ECP Facilitation 11	100.00	08/15/16-12/19/16
Titus, Jodi	Chair, Geography	1,658.75	08/15/16-12/19/16
Tresler, Matt	Chair, Music	4,644.50	08/15/16-12/19/16
Tseng, Beatrice	Co-Chair, Languages 1	2,322.25	08/15/16-12/19/16
Urell, Bob	Accreditation Std III	1,932.00	01/01/16-05/24/16
Urell, Bob	Accreditation Std III	1,327.00	08/15/16-12/19/16
Watschke, Erik	ECP Facilitation 7	100.00	08/15/16-12/19/16
Weatherford, Ted	Co-Chair, Kin., Health/Athletics 2	2,654.00	08/15/16-12/19/16
Webber, Jonathan	ECP Facilitation 2	100.00	08/15/16-12/19/16
Webber, Jonathan	ECP Facilitation 8	100.00	08/15/16-12/19/16
Wolken, Matt	Chair, Engineering	2,322.25	08/15/16-12/19/16
Wolken, Matt	Engineering: CTE Coordinator	2,654.00	08/15/16-12/19/16
Total for Month: General Fund/IVC		249,510.76	
2016-2017 IVC FISCAL YEAR TOTAL TO DATE		267,254.76	

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Barrows, Morgan	Chair, Env Stud/Ecology/Marine Sci	4,312.75	08/15/16-12/19/16
Beckham, Jack	Chair, English	9,952.50	08/15/16-12/19/16
Bennett, Michael	Chair, Adapted Kinesiology	1,658.75	08/15/16-12/19/16

B. ADDITIONAL COMPENSATION: GENERAL FUND = Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Billingsley, Bill	Co-Chair, History	2,654.00	08/15/16-12/19/16
Bowman, Don	Chair, Accounting	2,654.00	08/15/16-12/19/16
Brady, Ken	Secretary, Academic Senate	3,981.00	08/15/16-12/19/16
Brady, Ken	Accreditation Co-Chair, Std IV	3,984.00	08/22/16-12/19/16
Branch-Stewart, K.	Chair, Human Services	2,322.25	08/15/16-12/19/16
Camelot, Allison	Chair, Sociology	2,322.25	08/15/16-12/19/16
Canales, Katherine	Co-Chair, Astro/Physics/Engin	1,161.13	08/15/16-12/19/16
Cavazzi, Deidre	Chair, Dance	2,985.75	08/15/16-12/19/16
Cesareo, Claire	Chair, Anthro/Ethnic Studies	3,317.50	08/15/16-12/19/16
Chu, Hencelyn	Co-Chair, Medical Lab Technician	829.38	08/15/16-12/19/16
Cox, Barbara	Chair, Business	3,981.00	08/15/16-12/19/16
Cubbage, April	Chair, Women's Studies	1,327.00	08/15/16-12/19/16
Crabb, Kerry	Chair, Intercollegiate Athletics	3,981.00	08/15/16-12/19/16
Daniels, Stevie	Chair, English as a Second Language	4,976.25	08/15/16-12/19/16
Daniels, Stevie	Coordinator, ESL Lab Services	1,990.50	08/15/16-12/19/16
Dorrough, Mark	Forensics Coach	500.00	08/15/16-12/19/16
Duffy, Michelle	Co-Chair, Reading	1,824.63	08/15/16-12/19/16
Duquette, Jan	Chair, Kinesiology/Recreation	8,293.75	08/15/16-12/19/16
Evancoe, Eugene	Chair, Electronics/Comp Mainten.	2,654.00	08/15/16-12/19/16
Even, Ryan	Chair, Photography	1,658.75	08/15/16-12/19/16
Farnsworth, Robert	Co-Chair, Horticulture/Landscape	1,658.75	08/15/16-12/19/16
Fier, Scott	Chair, Chemistry	2,322.25	08/15/16-12/19/16
Forouzesh, Jennifer	Co-Chair, Nursing/Health Science	2,156.38	08/15/16-12/19/16
Fox, Lindsay	Chair, Fashion	4,976.25	08/15/16-12/19/16
Garcia, Renee	Coordinator, Anthropology Lab	1,990.50	08/15/16-12/19/16
Gliadkovsky, Kirill	Chair, Music	6,635.00	08/15/16-12/19/16
Goodman, Rich	Drug Court Liaison	1,327.00	08/15/16-12/19/16
Gravis, Esther	Co-Chair, Nursing/Health Science	2,156.38	08/15/16-12/19/16
Haeri, Mitch	Co-Chair, Astro/Physics/Engin	1,161.13	08/15/16-12/19/16
Hardick, Randy	Chair, EMS/Paramedics	1,327.00	08/15/16-12/19/16
Hayter, Catherine	Co-Chair, Student Success	3,981.00	08/15/16-12/19/16
Hernandez-Bravo, C	Co-Chair, Int'l Languages	5,838.80	08/15/16-12/19/16
Hernandez-Bravo, C	Coordinator, Language Lab	1,990.50	08/15/16-12/19/16
Hoggatt, Michael	Chair, Social Services	1,658.75	08/15/16-12/19/16
Hoolihan, Lori	Co-Chair, Fam & Consumer/Foods	2,156.38	08/15/16-12/19/16
Huggins, Barbara	Asst Nursing Director/Spec. Projects	2,654.00	08/15/16-12/19/16
Huntley, Tony	Co-Chair, Biology	2,654.00	08/15/16-12/19/16
Inlow, Lisa	Co-Chair, Fam & Consumer/Foods	2,156.38	08/15/16-12/19/16
Jenkins, Tina	AVID	3,981.00	08/22/16-12/18/16
Kiernan, Maria	Co-Chair, Emeritus FA/Liberal Arts	5,639.75	08/15/16-12/19/16
Konishi, Hiro	Chair, Cinema/TV/Radio	3,981.00	08/15/16-12/19/16
Langrell, Jenny	Coordinator, Library	3,981.00	08/15/16-12/19/16

B. ADDITIONAL COMPENSATION: GENERAL FUND = Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Lee, Ken	Co-Chair, Horticulture/Landscape	1,658.75	08/15/16-12/19/16
Lee, Ken	Curriculum Team	3,981.00	08/15/16-12/19/16
Levin, Patricia	Chair, Art History/Fine Arts	1,658.75	08/15/16-12/19/16
Lovett, Margot	Co-Chair, History	2,654.00	08/15/16-12/19/16
Lowe, Lesley	Co-Chair, Emeritus Health	5,639.75	08/15/16-12/19/16
Magrann, Tracey	Co-Chair, Medical Lab Technician	829.38	08/15/16-12/19/16
Major, Nicole	Coordinator, Gerontology	1,990.50	08/15/16-12/19/16
McFann, Kent	Chair, Art	4,644.50	08/15/16-12/19/16
McFann, Kent	Chair, Theatre	2,985.75	08/15/16-12/19/16
Meyer, Cliff	Chair, Automotive Technology	4,644.50	08/15/16-12/19/16
Murray, Pete	Chair, Humanities/Philosophy	2,322.25	08/15/16-12/19/16
Murray, Pete	AVID	3,981.00	08/15/16-12/19/16
Ochoa, Lucas	Forensics Coach	3,500.00	08/15/16-12/19/16
O'Rourke, Shawn	Forensics Director	3,500.00	08/15/16-12/19/16
Perez, Larry	Chair, Computer Science	3,981.00	08/15/16-12/19/16
Posada, Timothy	Chair, Journalism	2,322.25	08/15/16-12/19/16
Quade, Joyce	Chair, CIM/Admin Asst	5,308.00	08/15/16-12/19/16
Renault, Irene	Coordinator, Academic Reading Ctr	1,990.50	08/15/16-12/19/16
Repka, Jim	Chair, Geology/Oceanography	2,322.25	08/15/16-12/19/16
Schermerhorn, B.	Co-Chair, Real Estate	829.38	08/15/16-12/19/16
Sellers, Joey	Big Bang Concert in Quad	500.00	06/26/16-07/16/16
Smith, Christina	Chair, Educational Studies	1,327.00	08/15/16-12/19/16
Smith, Dana Jean	Forensics Coach	1,000.00	08/15/16-12/19/16
Smith, Jeanne	Chair, Mathematics	9,952.50	08/15/16-12/19/16
Smith, Maureen	Coordinator, Geography Lab	1,990.50	08/15/16-12/19/16
Stankovich, K.	Chair, Speech	3,649.25	08/15/16-12/19/16
Stankovich, K.	Program Review Coordinator	7,962.00	08/15/16-12/19/16
Steinriede, Lindsey	Chair, Health	1,327.00	08/15/16-12/19/16
Stephens, Blake	Chair, Architecture/Drafting	4,976.25	08/15/16-12/19/16
Stevenson, Glen	Chair, Rapid Manufacturing	1,990.50	08/15/16-12/19/16
Stevenson, Bill	Coordinator, English Comp	3,981.00	08/15/16-12/19/16
Tamer, Rita	Chair, American Sign Language	1,658.75	08/15/16-12/19/16
Tamialis, Barbara	Chair, Child Development	5,971.50	08/15/16-12/19/16
Taylor, Karen	Chair, Graphic Comm/Design	3,981.00	08/15/16-12/19/16
Teh, Steve	Co-Chair, Biology	2,654.00	08/15/16-12/19/16
Thomas, Arlene	Chair, Int Des/Travel & Tourism	3,317.50	08/15/16-12/19/16
Tran, Lisa	Co-Chair, Student Success	7,962.00	08/15/16-12/19/16
Twicken, Lawrence	Chair, Political Science	1,990.50	08/15/16-12/19/16
Vogel, Jeff	Co-Chair, Reading	1,824.63	08/15/16-12/19/16
Walsh, Dan	Chair, Geography/GIS	2,322.25	08/15/16-12/19/16
Wegenek, Amira	Chair, Psychology	663.50	08/15/16-12/19/16
Welc, Martin	Co-Chair, Real Estate	829.38	08/15/16-12/19/16
White-Alcover, S.	Chair, Medical Asst/Medical Ins	1,658.75	08/15/16-12/19/16

B. ADDITIONAL COMPENSATION: GENERAL FUND = Continued

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Williams, Jacob	Coordinator, Writing Center	1,990.50	08/15/16-12/19/16
Wolff, Michele	AHA Coordinator	1,990.50	08/15/16-12/19/16
Woodward, Ken	Chair, Economics	1,327.00	08/15/16-12/19/16
Yassine, Amina	Co-Chair, Int'l Languages	1,459.70	08/15/16-12/19/16
Total for Month: General Fund/SC		280,706.31	
2016-2017 FISCAL YEAR TOTAL TO DATE/SC		287,286.31	

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON/GENERAL FUND

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Anderson, Mike	AESL Training Workshop	250.00	08/03/15-08/04/16
Beck, Rebecca	Multiple Measures Workgroup 7	1,990.50	08/22/16-12/16/16
Betts, Bob	AESL Training Workshop	250.00	08/03/15-08/04/16
Borron, Brenda	Multiple Measures Workgroup 10	1,990.50	08/22/16-12/16/16
Braus, Shirley	AESL Training Workshop	250.00	08/03/15-08/04/16
Castroconde, Miriam	Multiple Measures Workgroup 4	1,990.50	08/22/16-12/16/16
DeRoulet, Daniel	BS Writing Curric. Dev., SEP	4,656.00	05/31/16-08/12/16
Dinh, Winnie	AESL Training Workshop	250.00	08/03/15-08/04/16
Haeri, Melanie	Writing Sample Reader	52.00	01/19/16-05/23/16
Haeri, Melanie	Multiple Measures Workgroup 1	1,990.50	08/22/16-12/16/16
Henmi, Judi	DSP&S Faculty Coordinator	3,442.00	08/15/16-12/19/16
Huber, Kenn	Multiple Measures Workgroup 3	1,990.50	08/22/16-12/16/16
Kaminsky, Rebecca	Writing Sample Reader	12.00	01/19/16-05/23/16
Kaminsky, Rebecca	BS Writing Curric. Dev., SEP	4,656.00	05/31/16-08/12/16
Kane, Chris	AESL Part Time Coordinator	15,624.36	08/22/16-12/18/16
Knoll, Melissa	English Co-Requisite Coordinator	1990.50	08/22/16-12/16/16
Knygnystka-Johnson	AESL Training Workshop	250.00	08/03/15-08/04/16
Licitra, John	Multiple Measures Workgroup 9	1990.50	08/22/16-12/16/16
Livote, Michelle	AESL Training Workshop	250.00	08/03/15-08/04/16
Lo, Chelsea	AESL Training Workshop	250.00	08/03/15-08/04/16
Long, Lewis	Writing Sample Reader	34.00	01/19/16-05/23/16
McKim, Brett	Bridges to DMP Session II	3,500.00	07/18/16-08/12/16
Monte, Brent	Multiple Measures Workgroup 5	1,990.50	08/22/16-12/16/16
Nguyen, Tuan	Multiple Measures Workgroup 6	1,990.50	08/22/16-12/16/16
Pham, Lan	Pre-Statistics Coordinator	3,981.00	08/15/16-12/19/16
Ponzillo, Gizelle	ESL S1 Coordinator, SEP	1,862.40	05/31/16-08/12/16
Ponzillo, Gizelle	ESL S1 Coordinator, SEP	1,018.98	08/15/16-12/19/16
Scherger, Deanna	Multiple Measures Workgroup 12	1,990.50	08/15/16-12/19/16

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

1. It is recommended that the following **Irvine Valley College** faculty members be compensated as indicated below for the 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Serpas, Summer	Multiple Measures Workgroup 11	1,990.50	08/22/16-12/16/16
Tran, Tiffany	Multiple Measures Workgroup 2	1,990.50	08/22/16-12/16/16
Urell, Bob	Academic Senate Vice President	7,962.00	08/15/16-12/19/16
Wilson, Jeff	Multiple Measures Workgroup 8	1,990.50	08/22/16-12/16/16
Total for Month: Categorical/Non-General Fund/IVC		74,427.24	
2016-2017 FISCAL YEAR TOTAL TO DATE/IVC		164,638.70	

2. It is recommended that the following **Saddleback College** faculty members be compensated as indicated below for 2016/2017 fiscal years.

<u>Name</u>	<u>Activity</u>	<u>Not to Exceed</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Alvarado, Giancarlos	AESL Specialized Curriculum	1,327.00	08/22/16-12/18/16
Bennett, Mike	Coordinator, KNEA Program	6,633.36	08/17/16-12/18/16
Caesar, Warren	Train the Trainer Event	500.00	06/13/16-06/17/16
Engels, Michael	AVID Planning	3,880.00	06/01/16-07/30/16
Goodman, Richard	Trainer, FKCE Program	621.00	08/22/16-12/05/16
Rangel, Efren	CalWORKs Coordinator	4,315.68	08/15/16-12/19/16
Williams, Jacob	English CAI Work Group	853.60	05/30/16-07/30/16
Total for Month: Categorical/Non-General Fund/SC		18,130.64	
2016-2017 FISCAL YEAR TOTAL TO DATE/SC		44,977.28	

D. AUTHORIZATION TO ELIMINATE ACADEMIC POSITIONS AND/OR POSITION NUMBERS

1. **IRVINE VALLEY COLLEGE** seeks authorization to eliminate the following academic full-time faculty position from its staff complement.
- a. LEARNING DISABILITY SPECIALIST, Pos #P0005135, Academic Faculty full-time, 36 hours per week, 10 months per year position, Learning Assistance Program, School of Humanities, Irvine Valley College, effective June 30, 2016. This position was approved by the Board of Trustees on November 17, 2014.

E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. ¹¹DUPREE, NICOLE, ID #19504, Nursing Instructor, Pos #P0004997, Division of Health Sciences and Human Services, Saddleback College, voluntary resignation effective July 15, 2016. (Start date: August 11, 2014)

¹¹ Nicole Dupree accepted the Nursing Instructor (Full-Time, Tenure Track) position at Saddleback College and was approved by the Board of Trustees on April 25, 2016. She has subsequently rescinded her acceptance and has been replaced by Nahid Meshkin.

E. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

2. JUSTICE, STEPHEN CRAIG, ID #15639, Vice President for Instruction, Pos #P0004581, Office of the President, Irvine Valley College, resignation effective August 30, 2016, and retirement effective August 31, 2016. Payment is authorized for any compensated time off. (Start date: July 25, 2007)

ATTACHMENT 1

NAME: MARINA AMINY

POSITION: DEAN OF ONLINE EDUCATION AND LEARNING RESOURCES
Online Education and Learning Resources
Saddleback College

EDUCATION:

Ph.D. Education: Language, Literacy and Sociocultural Studies
University of California, Berkeley
Berkeley, CA

M.A. Education: Language, Literacy and Sociocultural Studies
University of California, Berkeley
Berkeley, CA

B.A. English Literature: Emphasis in Multicultural Studies
University of California, Berkeley
Berkeley, CA

EXPERIENCE:

Dr. Marina Aminy has been serving as the Interim Dean of Online Education and Learning Resources since 2015; she joined Saddleback College in 2009 as a full-time faculty member in the English Department, eventually serving as department chair. Since 2014, she has served as Project Director for the college's Common Assessment Initiative grant, leading the Saddleback College team in providing professional development to the state's 113 community colleges, and bringing in nearly \$4 Million to the college. Before joining Saddleback College, Dr. Aminy was a full time-faculty member at San Jose State University, in the department of Teacher Education, where she taught credential courses, supervised and evaluated new teachers, directed a reading institute, and advised Master's degree students. In addition to having published her research in peer-refereed journals, Dr. Aminy is also a recipient of the prestigious Spencer Fellowship for her dissertation research.

LICENSES AND CERTIFICATES:

- State of California Single Subject Clear Teaching Credential, English

PROFESSIONAL AFFILIATIONS:

- *American Library Association* and *Association of College and Research Libraries*
- *Common Assessment Initiative*, Project Director and Grant Partner
- *Online Education Initiative*, Single Point of Contact for Saddleback College, Pilot Instructor

PUBLICATIONS:

- Aminy, Marina & Karathanos, Katya. (2011). "Benefiting the Educator and Student Alike: Effective Strategies for Supporting the Academic Language Development of English Learner (EL) Teacher Candidates." *Issues in Teacher Education*. Peer Reviewed.
- Aminy, Marina & Fisher, Suki. (2010). "Rigor, Parity, and Professional Standards in Saddleback College Composition Courses: A Proposal and Study." *Saddleback College*.

ATTACHMENT 2

NAME: NAHID MESHKIN

POSITION: NURSING INSTRUCTOR
Health Sciences and Human Services
Saddleback College
Full-Time, Tenure Track

EDUCATION:

M.S.N. Nursing
Azusa Pacific University
Azusa, CA

B.S.N. Nursing
University of Phoenix
Phoenix, AZ

A.S. Nursing
Mt. San Antonio College
Walnut, CA

EXPERIENCE:

Nahid Meshkin has been a registered nurse since 2002 and a family nurse practitioner since 2014. Prior to becoming a nurse, she was a Midwife in her home country. As a nurse, she worked in critical care units, operating room, skilled nursing facility, and later became a professional staff developer at her hospital's education department. She was responsible for developing educational programs, coordinating clinical rotations for nursing students, orienting clinical instructors and students, and conducting classes for the staff nurses.

Ms. Meshkin has been an adjunct faculty and a clinical instructor at Mt. San Antonio College since 2008. She has been teaching Nursing Process, Medical-Surgical, and Advanced Medical Surgical clinical rotations. She has also practiced as a family nurse practitioner in a primary care clinic since 2015. She diagnoses and treats health problems for patients from various age groups.

LICENSES AND CERTIFICATES:

- Family Nurse Practitioner: State of California
- Registered Nurse: State of California
- Public Health Nurse: State of California
- American Heart Association: Advanced Cardiac Life Support
- American Heart Association: Basic Life Support

PROFESSIONAL AFFILIATIONS:

- American Association of Nurse Practitioners (AANP)
- Organization of Healthcare Educators, Los Angeles (OHE)
- Sigma Theta Tau International Honor Society (STTI)

HONORS/AWARDS:

- Citrus Valley Medical Center, Education Department: 2010, Nurse of the Year
- Sigma Theta Tau International Honor Society-Iota Sigma Chapter: 2012, Excellence in Education

ATTACHMENT 3

NAME: JENNIFER NASTANSKI

POSITION: NURSING INSTRUCTOR
Health Sciences & Human Services
Saddleback College
Full-Time, Temporary, Grant-Funded

EDUCATION:

M.S.N. Family Nurse Practitioner
California State University, Long Beach
Long Beach, CA

B.S. Nursing
California State University, Fullerton
Fullerton, CA

B.A. Psychology
California State University, Fullerton
Fullerton, CA

EXPERIENCE:

Ms. Jennifer Nastanski has been a part-time instructor in the Nursing Department at Saddleback College since 2015 and has taught clinical for first semester students. Since receiving her nursing license in 2010, she had been a preceptor to many nursing students when she was working in the critical care unit. After the completion of her Nurse Practitioner degree, she worked in an outpatient family practice/urgent care facility, where she also mentored nurse practitioner students.

LICENSES AND CERTIFICATES:

- Board Certified Family Nurse Practitioner, American Academy of Nurse Practitioners
- Registered Nurse, Board of Registered Nursing
- Advanced Cardiac Life Support Certified
- Pediatric Advanced Life Support Certified
- Basic Life Support Certified

PROFESSIONAL AFFILIATIONS:

- Member of AANPMATYC (The American Association of Nurse Practitioners).
- Member of Psi Chi (An International Honor Society in Psychology).

HONORS/AWARDS:

- Cum Laude, B. A. Psychology

ATTACHMENT 4

NAME: ALICIA ZACH

POSITION: ONLINE LEARNING LIBRARIAN
Online Education & Learning Resources
Saddleback College
Full-Time, Tenure Track

EDUCATION:

M.L.I.S. Library Science
San Jose State University
San Jose, CA

B.A. Art History
Santa Clara University
Santa Clara, CA

EXPERIENCE:

Ms. Alicia Zach has been an associate part-time librarian with Saddleback College since January 2012 and has taught a variety of library workshops and worked the reference desk. She also worked as an adjunct librarian at Golden West College, from August 2013 to January 2015. Since 2006, Ms. Zach has been a full-time librarian with OC Public Libraries, working as an adult librarian at the San Clemente Library from 2006-2013, and most recently as branch manager at Laguna Hills Technology Library. Ms. Zach has developed innovative STEM educational programming for the public, and has worked on several grant projects at her branch and also for the OC Public Libraries system. Ms. Zach has over ten years of professional library experience.

LICENSES AND CERTIFICATES:

- 2016 – Present - @ONE – *Certification Program for California Community College Instructors*

PROFESSIONAL AFFILIATIONS:

- 2006–Present - Member, California Library Association (CLA); Member, American Library Association (ALA)

HONORS/AWARDS:

- 2015 CA State Library – Sacramento, CA, Grant Recipient, Digital Preservation and Outreach Training
- 2015 CA State Association of Counties – CA, Merit Award – OC Stories: An Online Digital History
- 2015 National Association of Counties, DC Team Award - OC Stories: An Online Digital History
- 2014 OC Public Libraries – Santa Ana, CA, Director's Award for Customer Service
- 2014 California State Library – Sacramento, CA Participant, Staff Innovation Fund- OC Public Libra
- 2010 California State Library – Sacramento, Grant Recipient, Transforming Life after 50 Programming
- 2006 San Jose State University – San Jose, CA, Jean Wichers Award for Professional Practice
- 2002 Fulbright Commission – Vienna, Austria Teaching Assistant – Austrian Ministry of Education

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting 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.

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

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. DESPOT, DEANNA is to be employed as Senior Administrative Assistant, Pos. #3252, Division of Health Sciences and Human Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective July 19, 2016. This is a replacement for Lisa Austin.
- b. DONALDSON, LISA is to be employed as Athletic Trainer, Pos. #7894, Division of Kinesiology and Athletics, Saddleback College, Classified Bargaining Unit Salary Schedule Range 132, Step 1, 20 hours per week, 12 months per year, effective July 25, 2016. This position was approved by the Board of Trustees on March 28, 2016.
- c. DUONG, JANEY is to be employed as Scheduling and Enrollment Planning Analyst, Pos. #4990, Office of Instruction, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 138, Step 1, 40 hours per week, 12 months per year, effective August 8, 2016. This is a replacement for Lisa Holmes.
- d. GREENE, MEGAN is to be employed as Senior Administrative Assistant, Pos. #3367, School of Online Education and Extended Education, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective August 1, 2016. This is a replacement for Sharon Louie.
- e. MARTINEZ, GEORGINA is to be employed as Senior Administrative Assistant (SEP), Pos. #7897, Division of Transfer, Career and Student Programs and Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective July 27, 2016. This specially funded position was approved by the Board of Trustees on March 28, 2016, with employment conditional upon funding by the Student Equity Program.
- f. MORALES, JAMEE is to be employed as Athletic Trainer, Pos. #7895, Division of Kinesiology and Athletics, Saddleback College, Classified Bargaining Unit Salary Schedule Range 132, Step 1, 40 hours per week, 11 months per year, effective July 25, 2016. This position was approved by the Board of Trustees on March 28, 2016.
- g. ¹TIBBO, BEVERLY is to be employed as Health Center Nurse, Pos. #4855, Student Health Center, Office of Student Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 136, Step 1, 20 hours per week, 10 months per year, effective July 25, 2016. This is a replacement for Stephanie Gates.
- h. YANG, LEI is to be employed as Director of the International Student Program, Pos. #7596, a classified manager, International Student Programs, Division of Admissions, Records and Enrollment Services, Saddleback College, Academic and Classified Administrator and Manager Salary Schedule Range 11, Step 1, 40 hours per week, 12 months per year, effective August 15, 2016. This position was approved by the Board of Trustees on February 22, 2016.

¹ Related to Kristy Tibbo, Administrative Assistant, Online/Extended Education, Irvine Valley College.
August 22, 2016

A. NEW PERSONNEL APPOINTMENTS - 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>	<u>Classification</u>	<u>Hourly Rate \$</u>	<u>Start Date</u>
Avila, Juan	Custodian/IVC	18.71	07/01/16-06/30/17
Burns, Jeffrey	Lab Tech, Automotive Tech/SC	23.38	07/01/16-06/30/17
Camacho, Daniel	Custodian/IVC	18.71	07/01/16-06/30/17
Cenzer, Jordan	Custodian/IVC	18.71	07/01/16-06/30/17
Cordova, Mario	Matriculation Specialist/IVC	23.96	07/28/16-06/30/17
Delgado, Francisco	Custodian/IVC	18.71	07/01/16-06/30/17
Delgado, Gloria	Custodian/IVC	18.71	07/01/16-06/30/17
Eberhart, Laurie	Senior Administrative Assistant/IVC	26.45	07/05/16-06/30/17
Fajardo, Aurelio	Electrician/IVC	27.11	07/07/16-06/30/17
Gonzalez, Anali	Library Assistant I/IVC	19.66	07/01/16-06/30/17
Holland, Donna	Senior Administrative Assistant/IVC	26.45	08/01/16-06/30/17
Jimeno, Carlos	Groundskeeper/IVC	21.18	07/01/16-06/30/17
Kim, Jin Kyung	Accompanist/IVC	25.80	07/25/16-06/30/17
Kopp, Edward	Plumber/IVC	27.11	07/01/16-06/30/17
Patella, Muzikababa	Computer/Audiovisual Tech/IVC	25.80	07/01/16-06/30/17
Perroti, Anderson	Custodian/IVC	18.71	07/01/16-06/30/17
Pilioglos, Daniel	Administrative Assistant/SC	22.80	07/11/16-06/30/17

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** and **2016/2017** academic years, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate \$</u>	<u>Start/End Date</u>
Acosta, Joaquin	Project Specialist/SC	19.00	06/15/16-06/30/16
Acosta, Joaquin	Project Specialist/SC	19.00	07/01/16-06/30/17
Adimor, Yeetav	TMD Aide/IVC	14.00	07/12/16-06/30/17
Aldrich, David	TMD Aide/IVC	20.00	07/01/16-06/30/17
Beatty, Ronald	Project Specialist/DS	20.00	07/18/16-06/30/17
Bothwell, Sunny	Project Specialist/SC	19.00	07/08/16-06/30/17
Boyer, Gary	Project Specialist/SC	12.50	07/01/16-06/30/17
² Caro, Sofia	Project Specialist/SC	10.50	07/25/16-06/30/17
Chinichian, Samira	Project Specialist/IVC	11.50	07/25/16-06/30/17
Davis, Matthew	Project Specialist/DS	12.00	06/20/16-06/30/16
Davis, Matthew	Project Specialist/DS	12.00	07/01/16-06/30/17
Eien, Edward	TMD Aide/IVC	20.00	07/01/16-06/30/17
Gomez, Jesus	Project Specialist/SC	10.50	06/28/16-06/30/16
Gomez, Jesus	Project Specialist/SC	10.50	07/01/16-06/30/17
Gore, Lisa	TMD Aide/IVC	20.00	07/01/16-06/30/17
Gregory, Matthew	TMD Aide/IVC	20.00	07/12/16-06/30/17

² Related to Mariana DeSaracho, Counselor, Division of Counseling Services, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** and **2016/2017** academic years, 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)

Name	Position	Hourly Rate \$	Start/End Date
Grovich, Patrick	Project Specialist/SC	10.50	07/01/16-06/30/17
Guillen, Yvette	TMD Aide/SC	10.50	05/01/16-06/30/16
Guillen, Yvette	TMD Aide/SC	10.50	07/01/16-06/30/17
Imam, Omar	TMD Aide/IVC	14.00	07/14/16-06/30/17
Kostina, Ksenia	Project Specialist/SC	19.00	07/06/16-06/30/17
Lewis, Diane	TMD Aide/IVC	20.00	07/26/16-06/30/17
Litvinova, Eva	Project Specialist/DS	12.00	07/15/16-06/30/17
Lucas, Richard	TMD Aide/IVC	12.50	07/01/16-06/30/17
Lupardo, Kevin	TMD Aide/IVC	20.00	07/01/16-06/30/17
Madison, Miles	Project Specialist/IVC	11.50	07/01/16-06/30/17
Mahdi, Furat	Project Specialist/IVC	15.00	07/01/16-06/30/17
Mathews, Marcus	Project Specialist/SC	10.50	07/01/16-06/30/17
Meador, Skyler	Project Specialist/DS	12.00	06/21/16-06/30/16
Meador, Skyler	Project Specialist/DS	12.00	07/01/16-06/30/17
Melekhova, Valentina	Project Specialist/SC	15.00	07/01/16-06/30/17
Mobedshahi, Noushin	TMD Aide/IVC	20.00	07/01/16-06/30/17
Namiranian, Armita	TMD Aide/IVC	16.00	07/01/16-06/30/17
Nguyen, Ethan	Project Specialist/SC	12.50	07/14/16-06/30/17
Nguyen, Tiffany	Project Specialist/IVC	20.00	08/15/16-06/30/17
Niederecker, Andriana	TMD Aide/SC	10.50	05/02/16-06/30/16
Niederecker, Andriana	TMD Aide/SC	10.50	07/01/16-06/30/17
Ong, Lay Chin	Clerk/IVC	10.50	06/08/16-06/30/16
Ong, Lay Chin	Clerk/IVC	10.50	07/01/16-06/30/17
Perez, Megan	TMD Aide/SC	10.50	05/11/16-06/30/16
Perez, Megan	TMD Aide/SC	10.50	07/01/16-06/30/17
Picard, Amanda	TMD Aide/IVC	20.00	07/01/16-06/30/17
Prentice, Debbie	Clerk/IVC	10.50	07/01/16-06/30/17
Qiu, Guanhao	Project Specialist/IVC	12.50	07/11/16-06/30/17
Quiroz, Laura	TMD Aide/IVC	20.00	07/01/16-06/30/17
Rizk, Irene	Project Specialist/IVC	15.00	07/01/16-06/30/17
Rodriguez, Elizabeth	TMD Aide/IVC	20.00	07/01/16-06/30/17
Rubio, Maria	Project Specialist/IVC	25.00	07/18/16-06/30/17
Sack, Tammy	Project Specialist/IVC	20.00	07/01/16-06/30/17
³ Semanik, Erika	Project Specialist/SC	14.00	07/01/16-06/30/17
Serrano, Joshua	TMD Aide/IVC	10.50	07/01/16-06/30/17
Shomph, Crystal	TMD Aide/IVC	20.00	07/01/16-06/30/17
Sierakowski, Mark	Project Specialist/DS	65.00	07/25/16-06/30/17
Stafford, Desiree	TMD Aide/IVC	18.00	07/01/16-06/30/17
Sussman, Diane	Project Specialist/SC	10.50	07/01/16-06/30/17

³ Related to Joyce Semanik, Registrar, Division of Admissions, Records/Enrollments Services, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2015/2016** and **2016/2017** academic years, 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)

Name	Position	Hourly Rate \$	Start/End Date
Takorian, Kaitlin	TMD Aide/IVC	10.50	07/01/16-06/30/17
Theisen, Chrissie Anne	Project Specialist/IVC	11.50	07/25/16-06/30/17
Veneracion, Hana	Project Specialist/SC	10.50	07/01/16-06/30/17
Webb, Zariah	TMD Aide/IVC	11.50	07/01/16-06/30/17
Willis, Heather	TMD Aide/IVC	20.00	07/01/16-06/30/17
Zohary, Soheil	Project Specialist/IVC	16.00	07/08/16-06/30/17

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 **2016/2017** academic year.

<u>Name</u>	<u>Start/End Date</u>
Abghani, Manal	07/01/16-06/30/17
Binda, Joseph	07/01/16-06/30/17
Duran, Cindy	07/01/16-06/30/17
Goss, Larissa	07/21/16-06/30/17
Jacobson, Amanda	07/08/16-06/30/17
Joslyn, Brianna	07/01/16-06/30/17
Karachiani, Sina	07/01/16-06/30/17
Lyles Reed, LaMaiyah	07/01/16-06/30/17
Roberts, Rachael	07/01/16-06/30/17
Villasenor, Brenda	07/01/16-06/30/17

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 **2016/2017** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Aghamohammadiamghani, P.	Tutor/IVC	12.00	07/20/16-06/30/17
Ali, Adrienne	Community Ed Presenter/SC	10.50	07/01/16-06/30/17
Anderson, Sarah	Captionist (Real-Time)/IVC	38.00	07/01/16-06/30/17
Byerly, Leslie	Recreation Aide/SC	10.50	06/15/16-06/30/16
Byerly, Leslie	Recreation Aide/SC	10.50	07/01/16-06/30/17
Chen, Shujuan	Tutor/SC	15.00	06/15/16-06/30/16
Chen, Shujuan	Tutor/SC	15.00	07/01/16-06/30/17
Fajardo, Stacie	Tutor/SC	15.00	07/12/16-06/30/17
Finkelstein, Kara	Clinical Skills Specialist/SC	15.00	07/01/16-06/30/17
Fontaine, Elizabeth	Tutor/IVC	11.00	07/08/16-06/30/17
Galbraith, Mark	Medical Professional/SC	100.00	07/01/16-06/30/17

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 **2016/2017** academic year. Each individual's rate of pay not to exceed the amount as defined below. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Not to Exceed (\$)</u>	<u>Start/End Date</u>
Gialamas, Gus	Medical Professional/SC	100.00	07/01/16-06/30/17
Koerner, Carl	Workforce Trainer/IVC	72.00	07/15/16-06/30/17
Lazar, Garrick	Community Ed Expert/SC	20.00	07/01/16-06/30/17
Lerario, Nicholas	Clinical Skills Specialist/SC	15.00	07/01/16-06/30/17
Marangi, Kent	Medical Professional/SC	100.00	07/01/16-06/30/17
Morgan, Taylor	Tutor/SC	12.00	07/07/16-06/30/17
Nguyen, Thai-An	Tutor/IVC	11.00	06/30/16-06/30/16
Nguyen, Thai-An	Tutor/IVC	11.00	07/01/16-06/30/17
Oye, Bradley	Clinical Skills Specialist/SC	20.00	07/01/16-06/30/17
Peters, Jason	Tutor/IVC	11.00	07/08/16-06/30/17
Rath, Jessy	Recreation Aide/SC	10.50	06/29/16-06/30/16
Rath, Jessy	Recreation Aide/SC	10.50	07/01/16-06/30/17
Robinson, Jack	Clinical Skills Specialist/SC	15.00	07/01/16-06/30/17
Robinson, Jack	Clinical Skills Specialist/SC	15.00	07/01/16-06/30/17
Suppe, Dustin	Clinical Skills Specialist/SC	20.00	07/14/16-06/30/17
Taha, Zachariah	Senior Lifeguard/SC	12.00	07/01/16-06/30/17
Tak, Neha	Tutor/IVC	12.00	07/08/16-06/30/17
Tyson, Stuart	Clinical Skills Specialist/SC	20.00	06/21/16-06/30/16
Tyson, Stuart	Clinical Skills Specialist/SC	20.00	07/01/16-06/30/17
Veerabahu, Abhinand	Tutor/SC	12.00	06/15/16-06/30/16
Veerabahu, Abhinand	Tutor/SC	12.00	07/01/16-06/30/17
Waymire, Nicole	Tutor/SC	12.00	07/21/16-06/30/17
Wheeler, Donna	Community Ed Presenter/SC	20.00	07/01/16-06/30/17
Yeun, Michael	Clinical Skills Specialist/SC	20.00	06/24/16-06/30/16
Yeun, Michael	Clinical Skills Specialist/SC	20.00	07/01/16-06/30/17

B. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

1. **DIRECTOR OF CAREER AND RE-ENTRY CENTER**, a classified manager, Integrated Academic and Classified Administrator and Manager Salary Schedule Range 18, Division of Transfer, Career and Special Programs, 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 August 22, 2016. (Exhibit B, Attachment 1)
2. **DIRECTOR OF NONCREDIT, ADULT AND COMMUNITY EDUCATION**, a classified manager, Integrated Academic and Classified Administrator and Manager Salary Schedule Range 14, School of Online and Extended Education, 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 August 22, 2016. (Exhibit B, Attachment 2)

C. REORGANIZATION

1. DISTRICT SERVICES seeks authorization to change the reporting structure for the following Classified positions from reporting directly to the Executive Director of Facilities, Planning, Purchasing and Materials Management to begin reporting directly to the Director of Purchasing, Contracts and Materials Management, effective August 1, 2016.
 - a. **CENTRAL SERVICES MANAGER**, a classified manager:
Pos. #P0004540, (appointed to Wayne Kethley, ID #009798)
 - b. **PURCHASING MANAGER**, a classified manager:
Pos. #P0004596, (appointed to Shannon Seifert, ID #004213)
 - c. **CONTRACTS SPECIALIST**, a CSEA classified bargaining unit:
Pos. #P0007287, (appointed to Lois Schwartz, ID #021648)
2. SADDLEBACK COLLEGE seeks authorization to change the reporting structure and funding source for the following Classified position from reporting directly to the Dean of Liberal Arts, funded from Level Up: Transforming Student Outcomes grant, to begin reporting directly to the Director of Research, Planning and Accreditation, with 50% funding from the Level Up: Transforming Student Outcomes grant, and 50% funding from the Orange County Pathway, Career Pathways trust, with employment in this specially funded position contingent upon this funding, effective August 23, 2016.
 - a. ⁴**PROGRAM RESEARCH ANALYST, SPECIALLY FUNDED**, a CSEA classified bargaining unit:
Pos. #P0009412, (currently vacant)
3. SADDLEBACK COLLEGE seeks authorization to change the reporting structure for the following Classified position from reporting directly to the Dean of Counseling Services, to begin reporting directly to the Dean of Transfer, Career and Special Programs and Service, with employment in this specially funded position contingent upon funding by the Student Equity Program, effective August 23, 2016.
 - a. **PROGRAM OUTREACH SPECIALIST (SEP), SPECIALLY FUNDED**, a classified manager:
Pos. #P0007477, (currently vacant)
4. IRVINE VALLEY COLLEGE seeks authorization to change the reporting structure for the following Classified positions from reporting directly to the Chief of Police, to begin reporting directly to the Police Operations Lieutenant, effective August 23, 2016.
 - a. **POLICE SERGEANT**, a POA classified bargaining unit:
Pos. #P0004403 (currently vacant)
Pos. #P0005173 (appointed to Keith Prinzing, ID #019354)
 - b. **POLICE OFFICER**, a POA classified bargaining unit:
Pos. #P0002570 (appointed to Tony Mancini, ID #014927)
Pos. #P0002571 (appointed to William Davis, ID #018031)
Pos. #P0002572 (appointed to Donald Dear, ID #017594)
Pos. #P0004234 (currently vacant)
Pos. #P0004235 (currently vacant)
Pos. #P0007896 (appointed to Gene Gorostiza, ID #020078)

⁴ Position approved by the Board of Trustees on June 27, 2016.
August 22, 2016

C. REORGANIZATION - Continued

4. IRVINE VALLEY COLLEGE seeks authorization to change the reporting structure for the following Classified positions from reporting directly to the Chief of Police, to begin reporting directly to the Police Operations Lieutenant, effective August 23, 2016.
 - c. **DISPATCHER LEAD** a CSEA classified bargaining unit:
Pos. #P0004721 (currently vacant)
 - d. **DISPATCHER/RECORDS** a CSEA classified bargaining unit,
Pos. #P0004782 (appointed to Mary Leatherman, ID #019447)
Pos. #P0005078 (currently vacant)
Pos. #P0005080 (currently vacant)
Pos. #P0006921 (currently vacant)

D. CHANGE OF STATUS

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)
 - a. ARENDTS, ERIKA, ID #004881, Senior Administrative Assistant, Pos. #4974, Classified Bargaining Unit Salary Schedule Range 127, Step 3, 40 hours per week, 12 months per year, School of Mathematics, Sciences and Engineering, Irvine Valley College, has been granted a lateral transfer to Senior Administrative Assistant, Pos. #3750, Classified Bargaining Unit Salary Schedule Range 127, Step 3, 40 hours per week, 12 months per year, School of Languages and Learning Resources, Irvine Valley College, effective August 1, 2016. This is a replacement for Heather Mendoza.
 - b. CHOI, KATLIN, ID #018871, Program Coordinator, Categorical, Pos. #6517, Classified Bargaining Unit Salary Schedule Range 134, Step 2, 40 hours per week, 12 months per year, Division of Mathematics, Sciences and Engineering, Saddleback College is to be employed as Grants Project Manager, Specially Funded, Pos. #7612, Integrated Academic and Classified Administrator and Manager Salary Schedule Range 11, Step 1, 40 hours per week, 12 months per year, Division of Business Sciences, and Economic and Workforce Development, Saddleback College, effective August 22, 2016. This position was approved by the Board of Trustees on February 22, 2016, with employment contingent upon funding by the Apprenticeship grant.
 - c. ⁵GONZALEZ, DAVID has been employed as Counseling Office Assistant, Pos. #3677, Division of Counseling Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 115, Step 1, 20 hours per week, 12 months per year, effective June 6, 2016. This is a replacement for Justine Amadeus.
 - d. MCCONNEL, TRACY, ID #013022, Administrative Assistant, Pos. #4774, Classified Bargaining Unit Salary Schedule Range 121, Step 6, 40 hours per week, 12 months per year, Fine Arts Productions, Division of Fine Arts and Media Technology, Saddleback College is to be employed as Program Technician, Categorical, Pos. #5148, Classified Bargaining Unit Salary Schedule Range 122, Step 6, 40 hours per week, 12 months per year, Division of Advanced Technology and Applied Sciences, Saddleback College, pursuant to Article 17.6 of the C.S.E.A. contract, effective August 8, 2016. This is a replacement for Pamela Prince. Employment in this categorical funded position is contingent upon funding by Project 270, OC Career Pathway grants.

⁵ Correction to hire date from June 1, 2016 as presented to the Board of Trustees on June 27, 2016.

D. CHANGE OF STATUS - Continued

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

- e. SPERAZZA, SARA, ID #009585, Senior Laboratory Technician, Mathematics, Sciences and Engineering, Pos. #1299, Classified Bargaining Unit Salary Schedule Range 130, Step 6, 40 hours per week, 12 months per year, Division of Mathematics, Sciences and Engineering, Saddleback College is to be employed as District Workers' Compensation and Safety Manager, Pos. #8003, a classified manager, Integrated Academic and Classified Administrator and Manager Salary Schedule Range 9, Step 2, 40 hours per week, 12 months per year, Risk Management, Office of Business Services, District Services, effective August 8, 2016. This position was approved by the Board of Trustees on March 28, 2016.

E. OUT OF CLASS ASSIGNMENTS

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

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Bilsborough, Alan	Executive Assistant	133/1	40	07/05/16
Cooper, Vince	Night Facilities Operations Supervisor	8/8	40	07/01/16
Naranjo, Nicholas	Matriculation Specialist	123/2	40	07/01/16

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

<u>Name</u>	<u>Temporary Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Alba, Daniel	Building Maintenance Worker	124/2	40	06/14/16
Hobson, John	Senior Copy Center Technician	124/4	40	08/08/16
Oropallo, John	Lead Building Maintenance Worker	130/5	40	06/13/16

3. IRVINE VALLEY 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).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Osuna, Alfredo	HVAC Technician	128/6	40	06/21/16
Tibbo, Kristy	Administrative Assistant	121/2		08/01/16

4. 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).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/</u> <u>Step</u>	<u>Hours</u>	<u>Effective</u> <u>Date</u>
Anderson, Stacy	Program Assistant	118/3	40	07/19/16

E. OUT OF CLASS ASSIGNMENTS – Continued

4. 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).

<u>Name</u>	<u>Permanent Assignment</u>	<u>Range/ Step</u>	<u>Hours</u>	<u>Effective Date</u>
Dai, Fariba	Senior Admissions/Records Specialist	127/6	40	07/13/16
Kirk, Alicia	EMS Program Specialist	123/3	40	07/19/16
Slaughter, Teresa	Program Assistant	118/2	24	07/19/16

F. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. ABBAS, CHERYL, ID #015801, Child Development Specialist, Pos. #3926, Child Development Center, Office of Student Services, Irvine Valley College, resignation effective July 29, 2016. Payment is authorized for any compensated time off. (Start date: January 5, 2009)
2. CAPENER, CHRIS, ID #020054, Health Office Assistant, Pos. #4829, Student Health Center, Office of Student Services, Saddleback College, resignation effective July 28, 2016. Payment is authorized for any compensated time off. (Start date: April 21, 2014)
3. CORDOVA, RICKIE, ID #022049, Custodian, Pos. #1042, Office of Physical Plant, Saddleback College, resignation effective July 31, 2016. Payment is authorized for any compensated time off. (Start date: May 22, 2016)
4. GINNATY, JONATHAN, ID #014356, Senior Laboratory Technician, Art, Pos. #3657, Division of Fine Arts and Media Services, Saddleback College, resignation effective August 12, 2016. Payment is authorized for any compensated time off. (Start date: August 22, 2005)
5. LANDES, TAMERA, ID #001796, User Experience (UX) Manager, Pos. #4601, Office of Information Technology, District Services, resignation effective August 19, 2016 and retirement August 20, 2016. Payment is authorized for any compensated time off. (Start date: January 11, 1988)
6. THERIAULT, SANDY, ID #018062, Dispatcher Lead, Pos. #4721, Office of Campus Safety and Security, Irvine Valley College, resignation effective August 2, 2016 and retirement August 3, 2016. Payment is authorized for any compensated time off. (Start date: April 25, 2011)
7. UNRUH, KAREN, ID #004778, Senior Copy Center Technician, Pos. #3340, Office of Public Information and Marketing, Saddleback College, resignation effective August 5, 2016 and retirement August 6, 2016. Payment is authorized for any compensated time off. (Start date: March 10, 1992)

G. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2015/2016 and 2016/2017 academic years.

Advanced Technology and Applied Sciences, Saddleback College

Lilly, Jenaie	Martin, Brian	Vaccher, Robert
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Business Sciences, Irvine Valley College

Bremer, Breanna	Eatherly, Dale	Rubio, Maria
Wu, Jaclyn		

Community Ed, Emeritus, & K-12 Partnership, Saddleback College

Chen, Ye	Donahue, Andrew	Escobar, Ricardo
LeWinter, Ava	Vedova, Taylor	

Fine Arts and Media Technology, Saddleback College

Baird, Katelynn	Behmerwohld, Steve	Benrubi, Kilin
Benrubi, Rina	Berkson, Brianna	Berkson, Nancy
Breton, Robert	Byrd, Cady	Byrd, Steffan
Cacace, Lauren	Campbell, Jeanne	Cleofe, Edmand
Crowson, Sue	Espinoza, Lucio	Gallegos, Debbie
Gallegos, Jasmine	Gomez, Brianna	Gomez, Erika
Jensen, Colin	Johnson, Dante	Johnson, Jenny
Kinomoto, Aspen	Kinomoto, Skyler	Marcus, Dina
McCandless, Tom	Queen, Kayla	Queen, Teri
Shreve, Katie	Shreve, Kendra	Smith, Penelope
Spencer, Anne	Spencer, Cindy	Tilton, Chloe
Tilton, Emma	Tilton, Jill	Valviesco, Christine
Valviesco, Natalie	Valvekar, Susmitha	Workun, Helen

Guidance and Counseling, Irvine Valley College

Macias, Luis	Patino, Jorge
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Kinesiology, Health, and Athletics, Saddleback College

Curtis, Bradley	Freeman, Jonah
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Humanities and Languages & Learning Resources, Irvine Valley College

Emori, Yoki	Ito, Masako	McCarthy, Michelle
Niwa, Hiroko	Nobui, Hiroko	Okada, Toko
Okuzono, Aiko	Yoshimura, Yukie	

Office of Research, Planning and Accreditation, Irvine Valley College

Matsutsuyu, Laurie

Office of Student Services, Irvine Valley College

Aguiar, Therese	Aminian, Kiana	Bui, Sabrina
Chaudhary, Anam	Clifford, Mara	Davis, Antonia
Gupta, Twinkle	Khosravi, Pooya	Komoto, Christina
Lin, Yu-Shen	Martelli, Hunter	Murphy, Dawn
Ortiz, Adabelle	Prizmic, Mark	Sandez, Israel Jr.
Seina, Vanessa		

G. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2015/2016 and 2016/2017 academic years.

Online Education & Learning Resources, Saddleback College

Bayless, Jackie	Good, Vicki	Lamanuzzi, Brenda
Young, Shaula		

Physical Sciences, Irvine Valley College

Black, Kari	Gross, Barbara	Gross, Murray
Kingery, Robert	Lefeure, Daniel	Martin, Karie
Shaw-Kingery, Youlin		

Social and Behavioral Sciences, Irvine Valley College

Dhindsa, Hartrisha	Hurst-Loeffler, Chris	Mosqueda, Corinne
Tang, Aubrey		

ATTACHMENT 1

South Orange County Community College District

DIRECTOR OF CAREER AND RE-ENTRY CENTER – JC #, Classified Management, Integrated Academic and Classified Administrator and Manager Salary Schedule 18

DEFINITION

To serve as Director of the Career and Re-Entry Center of Saddleback College; plan, develop, organize, coordinate, implement, schedule, direct, evaluate and improve all assigned programs, services, operations and related student support services; prepare and direct annual budgets for assigned programs; ensure compliance with District policies and applicable State and federal regulations related to the Career and Re-entry Center and provide responsible and complex administrative support to the Dean of Transfer, Career and Special Programs.

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

SUPERVISION RECEIVED AND EXERCISED

Receives administrative direction from the Dean of Transfer, Career and Special Programs or President's designee.

Exercises functional and technical supervision over assigned academic or classified employees or other part-time, temporary or student workers as assigned.

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

1. With the goal of helping students to identify, seek and obtain employment, direct a comprehensive Career and Re-entry Center and its related programs and services for students during their education trajectory and upon graduation from Saddleback College in accordance with laws, regulations, District policy and collective bargaining agreements; and secure and implement career development programs for student use.
2. Administer and interpret career-related assessments to students; refer students to counselors, job development, job readiness, job placement and other areas as appropriate and as needed.
3. Prepare students for job placement by assisting them in developing job searching, resume writing and oral interview skills; and make referrals for all services and colleges for students as needed or appropriate.
4. Maintain up-to-date information on career, occupations, current employment opportunities and trends, entry-level occupational requirement.
5. Participate in the development of the College's strategic plan, communicating the needs, goals, plans and overall role of areas of assignment; lead area of assignment in planning, program development and performance of the mission and in carrying out the College's mission, goals and objectives; formulate and develop long and short-range goals and strategic plans for area of assignment, including staffing, facilities, curriculum and educational philosophy; assure consistency of plans with other college and District plans; prepare long-range plans and statements of goals and objectives.

South Orange County Community College District
Page 2 - Director of Career and Re-Entry Center

6. Create a positive career and re-entry center climate that fosters innovation in career exploration programs and services; work with the community, business, industry and other educational institutions to promote areas of assignment; contribute to the development and implementation of a coordinated outreach, marketing and public relations process.
7. Identify and expand career exploration opportunities targeting local, regional, and international firms that strive to address local needs.
8. Demonstrate sensitivity to and understanding of the diverse academic, socioeconomic, cultural, disability and ethnic backgrounds of students.
9. Analyze, interpret and monitor the student success rates of assigned programs and student preparedness and recommend change as needed; assist the assigned Dean and Vice President for Student Services in the resolution of student and faculty concerns related to area of assignment.
10. Provide leadership and advocacy to enhance innovation and participation in issues related to areas of assignment to ensure student success; communicate the changing expectations, trends and needs of career exploration effectively to College personnel.
11. In coordination and cooperation with deans, plan, develop, coordinate and direct customized programs and services that address the career and re-entry needs in the college service area, including short- and long-term training programs, workshops, and seminars to meet the identified needs.
12. Attend workshops, professional conferences, and trade shows for program planning and development; serve on a variety of campus, District, community, and State boards and committees; and meet with representatives of business, industry, and local government.
13. Develop and update office publications, including web page materials and other online resources; publish information in a format that can be used by the college for marketing and admissions, faculty and other offices on campus.
14. Assist Dean in ensuring that the College has input and influence in the development of public policy on career exploration and development programs and services for the college community.
15. Coordinate the establishment of career exploration and development programs, advisory committees and maintain reports and records as required by District and State regulations; meet and communicate effectively with State and federal program and fiscal monitors to ensure adherence to policies, regulations, directives, and recommendations.
16. Seek appropriate funding opportunities for assigned programs and services through grants, partnerships, and other alternative sources of revenue to promote, grow, and expand future projects and programs.
17. Ensure the development of career/re-entry-related grant applications for State, federal, and private funding opportunities in coordination and collaboration with the College's Office of Planning, Research, and Grants.

South Orange County Community College District
Page 3 - Director of Career and Re-Entry Center

18. Disseminate information about the availability of external funding and work with others to develop grants relevant to the Career and Re-Entry Center to obtain funding for new and existing programs; provide information concerning specific funding sources; and coordinate timelines and protocol for grants.
19. Provide administrative oversight of grant-funded programs related to area of assignment; and communicate with deans, directors, vice presidents and president on partnerships and funding efforts.
20. Design and administer career and re-entry center programs and services in accordance with college policy and grant and other external funding provisions; and design, negotiate and process services agreements and contracts for the delivery of Career and Re-Entry Center services and activities.
21. Provide administrative and critical oversight of all assigned funds and budgets; develop, prepare, submit, administer, monitor, review and control annual budgets for assigned programs in a responsible manner, including annual budget requests for equipment, supplies and personnel; direct the acquisition, maintenance and use of equipment and maintain an equipment-replacement plan; direct the maintenance of accurate records and controls to assure expenditures and operations remain within established budget limitations; monitor and approve purchase requisitions and prepare agenda items for Board approval as needed.
22. Ensure the timely development, preparation, submission and maintenance of reports, records and files regarding proposals, grant applications, contracts, personnel, facilities, programs, activities and other center materials as appropriate; and process required paperwork in a timely manner.
23. Train, guide, supervise and evaluate the performance of assigned personnel in keeping with the policies of the Board of Trustees and administrative procedures; review assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work; participate in the selection of Center personnel; interview, select and recommend hiring of employees; recommend transfers, reassignment, termination and disciplinary actions; motivate and develop staff and resolve conflicts; manage and provide professional staff development training to assigned staff.
24. Keep current on related legislation, regulations and developments that could affect Career and Re-Entry Center operations; and disseminate such information to appropriate personnel.
25. Participate in a variety of committee and staff meetings in support of career and re-entry center programs and activities; participate in other related committee assignments as required both on and off campus.
26. Perform other 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:

South Orange County Community College District
Page 4 - Director of Career and Re-Entry Center

Education:

A Master's degree from an accredited college or university with an emphasis in business or public administration, planning, counseling, or closely related field.

Experience:

At least three years of successful faculty experience in an accredited postsecondary institution, including increasing responsible leadership experience in planning, organizing and coordinating, with responsibilities for budgets, personnel, and facilities, and at least one year of successful supervisory experience, with a preferred emphasis in one of the areas of assignment and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged, and ethnic backgrounds of community college students.

LICENSES AND OTHER CERTIFICATION:

Valid California driver's license.

Knowledge of:

A California community college system.

Applicable District policies and local, State and federal laws, codes and regulations, including Title V and California Education Code.

Basic web page design.

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

Basic marketing and public relations principles and techniques.

Budget preparation and administration.

California Community Colleges basic skills initiative.

Community relations and external resource development.

Computer systems and software applications related to career exploration, including student information systems, database management, spreadsheet, word processing and specialized software.

Correct English composition, grammar, spelling and vocabulary.

District and College procedures, organization, operations and objectives.

District policies and State and federal laws and regulations concerning economic and workforce development on a community college campus.

District safety policies and procedures.

Effective business letter writing and report preparation.

Evidence of a working knowledge of local, regional and national trends, legislation and agencies related to career and re-entry programs and services for college students.

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

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

Extensive knowledge of grant-funded programs and processes.

Interpersonal skills including tact, patience and diplomacy.

Management techniques that encourage creativity improve efficiency and increase productivity.

Methodology, programs, resources and providers related to area of assignment.

Oral, listening and written communication skills.

Organizational and management practices as applied to area of assignment.

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

Principles and practices of management, training and supervision.

Principles and procedures related to assigned community college programs and services.

South Orange County Community College District
Page 5 - Director of Career and Re-Entry Center

Ability to:

Accomplish work through effective supervision.
Administer budgets, personnel and facilities.
Advocate for assigned programs and needs.
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.
Assess, manage, implement, use and apply technology in the management and delivery of programs and services.
Build educational partnerships with business, industry, community or other educational institutions.
Collect, compile and analyze data.
Communicate clearly, concisely and effectively, using various means, including written and oral methods, including public speaking, with diverse constituencies within and outside of the District.
Demonstrate commitment to academic and professional excellence.
Demonstrate evidence of a sensitivity, understanding and commitment to working with community college students of diverse academic, socioeconomic, cultural, physically challenged and ethnic backgrounds.
Demonstrate evidence of participation in activities with campus, business or community organizations such as a member of a planning body or committee.
Demonstrate flexibility and adaptability.
Develop and implement technology-based solutions to curriculum and instructional issues.
Develop market and promotional strategies for career and re-entry programs and services.
Develop, prepare and administer project budgets.
Embrace and work effectively within a system of participatory governance.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Establish and maintain effective, harmonious, and collaborative relationships with a diverse population of students, staff and community.
Exercise initiative and work independently.
Exercise judgment or choice among possible actions, sometimes without clear precedents and often with concern for the consequences of the action.
Forecast current and future needs and costs affecting assigned programs and services.
Gain cooperation through discussion and persuasion.
Interact effectively with diverse students, staff, faculty and administrators.
Interact with and develop relationships with local businesses.
Interpret, analyze, apply and explain applicable, complex and technical District policies and procedures, local, State and federal laws and regulations.
Lead, train, supervise, and evaluate assigned staff.
Learn District and College organization, operations and objectives.
Maintain current knowledge of career, career exploration and career re-entry programs.
Maintain written records and reports.
Manage and assess technology needs and implementation in a career and re-entry center environment.
Meet deadlines and juggle multiple, important priorities, and is comfortable in a fast-paced environment.
Operate computer/applications software, including database management, spreadsheet, word processing and software related to area of assignment.
Operate modern office equipment such as computer, printer, calculator, copier and facsimile machine.
Operate successfully in a political environment.
Perform with tact, patience and sensitivity.
Plan, organize, coordinate, manage and expedite assigned projects and activities related to assignment in a manner conducive to full performance and high morale.
Prepare and administer complex budgets for assigned program areas.

South Orange County Community College District
Page 6 - Director of Career and Re-Entry Center

Ability to:

Prepare oral and written reports and recommendations.

Relate effectively to people of varied academic, cultural and socio-economic background using tact, diplomacy and courtesy.

Represent the college at the community, State and national levels.

Resolve conflicts and solve problems.

Serve as an effective management team member.

Train, provide work direction, supervise and evaluate the performance of assigned personnel.

Understand and commit to working with culturally and ethnically diverse groups.

Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.

Use independent judgment in the interpretation and application of rules, regulations, policies and procedures.

Work collaboratively with administration, classified management, faculty, staff and students.

Work effectively in a fast paced environment with numerous interruptions.

Work effectively with others to achieve common goals.

Write grants, proposals, recommendations, contracts, reports and correspondence.

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. An incumbent may also visit instructional, business and community sites and is subject to contact with others, frequent interruptions, noise from talking or office equipment and demanding timelines. At least minimal environmental controls to assure health and comfort.

Physical Demands

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

Evaluative Criteria: Education: __%; Experience: __%; Knowledge: __%

Finalized by Marlys Grodt and Associate August 2, 2016
Approved by the Board of Trustees,

ATTACHMENT 2

South Orange County Community College District

DIRECTOR OF NONCREDIT, ADULT AND COMMUNITY EDUCATION – JC #, Classified Management, Integrated Academic and Classified Administrator and Manager Salary Schedule 14

DEFINITION

Plan, organize, coordinate, prioritize and direct the establishment, continuation, expansion, development of schedules, administration, implementation, review and evaluation of the staffing, locations, operations and activities of all self-supporting, fee-based, and short-term programs, seminars and classes related to not-for-credit, noncredit, adult and community education of Irvine Valley College, including those related to the Adult Education Block Grant (AEBG) and the Emeritus Institute intended to extend lifelong learning.

Maintain existing programs and schedules, expand noncredit education and add focus to adult education and business development opportunities for IVC students; develop and administer annual program budgets; and ensure compliance with District policies and applicable State and federal regulations related to noncredit, adult and community education.

Develop and create opportunities for noncredit programming that enhance, augment or enrich academic instruction, such as noncredit ESL; and follow up on development and expansion of not-for-credit, noncredit and experimental noncredit/credit offerings in collaboration with IVC instructors.

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

SUPERVISION RECEIVED AND EXERCISED

Receives direction from the Dean of Business Sciences, Online and Extended Education.

Exercises functional and technical supervision over assigned clerical and contractual personnel.

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

Plan, develop and implement a developmental framework to increase the college's not-for-credit and noncredit courses, through ongoing expansion of current offerings (e.g., Emeritus, noncredit ESL and other academic offerings relevant to noncredit programming) and business development, such as Code Enforcement, CareerEDGE, GAP4+1 and AIEG; and devise and implement the strategy for meeting new business performance targets.

Grow and expand apportionment opportunities across IVC and follow up with business opportunities in community education, emeritus, and noncredit, while continuing to collaborate with economic and workforce development initiatives.

Under direction of assigned Dean, connect with service area partners on AEBG/AB105 planning, implementing, communicating and meeting compliance requirements for the grant, both for IVC and in collaboration with K-12 school districts on strategies and actions; work with IVC's external consultant on devising and sustaining a compliance system for operations, budget monitoring and audit requirements.

South Orange County Community College District
Page 2 - Director of Noncredit, Adult and Community Education

Build and grow new and existing relationships within the community, with an emphasis on employability within the corporate/industry/business environment through expanded offerings and responsiveness.

Solidify efforts in the noncredit environment, such as Emeritus, Career Development and College Placement (including CDCP), while expanding revenue opportunities to assist students to attain workforce and academic goals in focused and timeline manner.

Plan and develop a pathway from not-for-credit and experimental courses to credit courses, such as code enforcement and work with curriculum personnel to develop and offer experimental classes.

Enhance the college's FTES and apportionment foundation in support of annual strategic enrollment objectives.

Under direction of the assigned Dean, create and implement the plan to develop contract education, expand community education, CDCP noncredit and regular noncredit classes for relevant programs in the academic areas.

(Ed Code Title 5, section 55151 says that colleges may offer a sequence of noncredit courses that culminate in:

- *Certificate of Competency in a recognized career field articulated with degree-applicable coursework,*
- *Completion of an associate degree, or transfer to a baccalaureate institution,*
- *Certificate of Completion leading to improved employability or job opportunities,*
- *Adult High School Diploma.)*

Work closely with the chair of Emeritus and Noncredit Education to support curriculum development, timely submission and communication/marketing of classes/courses in relevant academic and community-based learning needs which assist underserved students, at no cost, in reaching their personal, academic, and professional goals and often serve as first point of entry or transition point to prepare students for credit instruction.

Noncredit Curriculum Categories

- *ESL*
- *Immigrant Education*
- *Elementary and Secondary Basic Skills*
- *Health and Safety*
- *Substantial Disabilities*
- *Parenting*
- *Home Economics*
- *Courses for Older Adults*
- *Short Term Vocational*
- *Workforce Preparation*

Monitor external and internal environment for development of new market segments.

Evaluate operational issues to determine how competitive and current the community education program is with the latest trends in the industry.

South Orange County Community College District
Page 3 - Director of Noncredit, Adult and Community Education

Under direction of the Dean, propose organizational growth initiatives related to regional and community service area markets and target customer segments, as well as IVC's potential to meet customer needs with a product or service.

Plan, develop and implement noncredit, adult and Community education program goals and objectives; recommend and administer policies and procedures; direct, oversee and participate in the development of the program's work plan; assign work activities, projects and programs; and monitor work flow.

Plan, organize, coordinate and direct the operations and activities of the noncredit, adult and community education programs; develop and implement appropriate methods and procedures to optimize efficient and effective delivery of services to students; and review and evaluate work products, methods and procedures.

Plan, organize, coordinate and direct a comprehensive self-supporting noncredit, adult and Community education program including non-credit classes and activities consistent with identified community interests and needs not met by traditional college programs; provide leadership and direction in developing curriculum and promoting non-credit education programs and services through public relations efforts.

Plan, organize, staff and direct administrative processes including registration, fee collection, accounting, purchasing, printing, and other support for classes and programs; select, hire, evaluate and train subject matter consultants to coordinate noncredit, adult and Community education activities and programs; respond to inquiries and concerns from the general public.

Review and schedule non-credit classes in collaboration with academic units, as well as for adults and children; direct and coordinate the production of class schedules and other materials; provide input and maintain the community education website; secure the use of facilities for classes ensuring compliance with standards, rules and regulations of leased facilities.

Compile and analyze data related to program participation and evaluation; develop organizational structures and work processes that facilitate attainment of established program goals and objectives.

Prepare and administer annual program budgets; prepare recommendations and justifications regarding budget requests; direct the forecast of additional funding for staffing, equipment, materials and supplies; implement mid-year budget adjustments; authorize and monitor expenditures according to District policies and applicable regulations.

Ensure compliance with District policies as well as State and federal laws related to assigned program; review and certify the accuracy of data concerning program participation.

Prepare and submit a variety of statistical and narrative reports; prepare budget reports, annual recap data and special reports, proposals, recommendations and other materials as requested; coordinate and respond to periodic audits.

Communicate with student services program personnel, District administrators and support personnel, representatives of State and federal agencies, educational institutions, social service organizations, counselors and others to coordinate programs and activities.

South Orange County Community College District
Page 4 - Director of Noncredit, Adult and Community Education

Deliver oral presentations to faculty, students, external organizations, and professional colleagues at various gatherings; conduct workshops to provide specialized information regarding community education and related student services; develop and direct the distribution of class schedules, brochures, flyers and other materials to publicize community education opportunities for students.

Perform related duties as assigned.

QUALIFICATIONS

EXPERIENCE AND TRAINING GUIDELINES:

Any combination of experience and training 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 a bachelor's degree from an accredited college or university with major course work in education, business or public administration, communications or closely related field. A master's degree is preferred.

Experience:

At least five years of increasingly responsible teaching, counseling, student services, program management, business development or other directly related work experience, including at least three years' experience in working with academic instructors and community businesses in a lead or supervisory capacity.

LICENSES OR OTHER REQUIREMENTS:

Valid California driver's license.

Knowledge of:

Accreditation.

Applicable District policies and local, State and federal laws, codes and regulations.

Budget preparation and administration.

Business development targets and the nuances to relationship building leading to new business.

Community college curriculum and/or relevant business instructional development processes for not-for-credit, non-credit, and credit courses.

Community demographics and consumer and workforce trends.

Correct English composition, grammar, spelling and vocabulary.

Current challenges and needs of business and education.

Curriculum content and development of not-for-credit, fee-based classes.

Development and coordination of non-credit, adult and community education programs offered by educational and business entities.

District and community college organization, operations and objectives.

District and community college policies and procedures.

Effective planning and scheduling.

Interpersonal skills including tact, patience and diplomacy.

Marketing and promotion techniques as well as market research, analysis and strategic planning.

Modern office practices, procedures, methods, and equipment.

Modern principles, practices, methods and techniques of administration.

Operation of computer, peripherals and software programs, including student information systems, database management, spreadsheet, word processing and specialized software.

South Orange County Community College District
Page 5 - Director of Noncredit, Adult and Community Education

Knowledge of:

Oral and written communication skills.
Participatory governance.
Preparation, publication and distribution of informational and promotional materials.
Principles and practices of financial record keeping and reporting.
Principles and practices of training, supervision and performance evaluation.
Problem solving in an innovative, collaborative and timely manner.
Statistical procedures and mathematical concepts.
Strategic planning and organizational skills.

Ability to:

Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations.
Assess the needs and trends of the community and develop appropriate and responsive programs.
Assist academic staff to develop noncredit enhancements to educational offerings.
Assist college administration and community creatively in a challenging budgetary environment.
Collaborate and consult with others to achieve common goals including student recruitment and retention.
Collect, compile and analyze data.
Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.
Develop appropriate seminars, classes, workshops, events, and excursions in response to community interests and needs.
Develop, implement and evaluate the delivery of education services to students.
Devise and implement the strategy for meeting new business performance targets.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Establish and maintain effective and cooperative working relationships with those contacted in the course of work.
Illustrate a thorough understanding of the challenges facing the current business and education world at the present time.
Implement and evaluate the delivery of community education services to students.
Interpret, apply and explain complex and technical State and federal laws and regulations related to assigned program.
Lead a self-supporting department.
Maintain current knowledge of community education.
Maintain current knowledge of relevant educational and legislative changes related to the position.
Maintain the security of confidential materials.
Make effective decisions under demanding timelines.
Manage operations, schedules, and personnel on a day-to-day basis and in a manner that focuses on short and long-term goals.
Negotiate contracts with vendors.
Operate a vehicle, observing legal and defensive driving practices.
Operate computer and applications software, including database management, spreadsheet, word processing and software related to area of assignment.
Operate office equipment such as computer, printer, calculator, copier and facsimile machine.
Participate in a variety of college and District committees, task forces and work groups.
Plan and organize work and direct the work of others.
Plan, organize, coordinate and direct a full spectrum of program offerings related to noncredit and adult (AEBG, specifically) educational programming.

South Orange County Community College District
Page 6 - Director of Noncredit, Adult and Community Education

Ability to:

Plan, schedule, organize, and implement multiple projects and programs.
Prepare and administer budgets for assigned program areas.
Prepare effective letters, press releases and promotional materials.
Prepare oral and written reports and recommendations.
Relate effectively to people of varied academic, cultural and socioeconomic background using tact, diplomacy and courtesy.
Respond to requests and inquiries from the public.
Select, train, lead, direct, supervise and evaluate the performance of assigned personnel.
Set up and maintain web pages.
Understand and effectively and collaboratively work in a complicated multi-college environment, as well as within a system of community college districts.
Work effectively with others to achieve common goals and objectives.
Work independently with minimum administrative 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.

Physical Demands:

Incumbents regularly sit for long periods, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, reach with hands and arms, stoop or kneel or crouch to file, speak clearly and distinctly to answer telephones and to provide information; see to read fine print and operate computer; hear and understand voices over telephone and in person; and lift, carry, and/or move objects weighing up to 10 pounds.

Work Environment:

Standard office setting. Duties are performed primarily in an office environment while sitting at a desk or computer workstation. Work also requires travel to various community locations to scout locations for classes, attend meetings or otherwise conduct work. Incumbents are subject to contact with students, frequent interruptions, noise from talking or office equipment and demanding legal timelines. At least minimal environmental controls to assure health and comfort.

Evaluative Criteria: Education: __%; Experience: __%; Knowledge: __%

Finalized by Marlys Grodt and Associate July 29, 2016
Approved by the Board of Trustees,

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: Saddleback College and Irvine Valley College: Speakers

ACTION: Information

BACKGROUND

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

STATUS

Administrative Regulation 6140 requires that the Board of Trustees be notified, at each board meeting, of speakers who have been invited to speak and/or who have spoken at the colleges since the last board meeting. Exhibit A lists invited speakers and other pertinent information.

SPEAKERS APPROVED BY CHANCELLOR/COLLEGE PRESIDENT

SADDLEBACK COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>
7/13/16 6:00pm	BGS 328	Clifton Long	PSY 1/Intro to Psychology	Dani Lizalde	Presentation of O & E Volunteer Opportunities
7/25/16 6:00pm	BGS 148	Soroosh Rahbari	ARCH 163/Introduction to Building Code Inspection	David Khorram	Building Code
7/26/16 6:00pm	BGS 148	Soroosh Rahbari	ARCH 163/Introduction to Building Code Inspection	David Khorram	Building Code

IRVINE VALLEY COLLEGE

<i>Presentation Date/Time</i>	<i>Location</i>	<i>Faculty Member</i>	<i>Course Title/Activity</i>	<i>Speaker</i>	<i>Topic</i>

TO: Board of Trustees
FROM: Debra L. Fitzsimons, Acting Chancellor
RE: SOCCCD: Summary of Ballot Initiatives
ACTION: Information

BACKGROUND

The California Legislature meets from January to August to review legislation. They have the power to refer constitutional amendments and state statutes, including bond issues, to the ballot. Legislative-referred measures must be approved by 2/3 of the legislature to qualify for the ballot.

Citizens in California may also place measures on the ballot through citizen-led signature petitions for constitutional amendments, state statutes and veto referendums.

Seventeen (17) ballot initiatives have qualified for the November 8, 2016 election. A summary of ballot initiatives affecting education and government accountability is provided in Exhibit A for information.

Proposition 51 - Education

Authorizes issuance and sale of \$9 billion in bonds for education and schools, \$2 billion of which would be appropriated to community colleges.

Potential Impact to SOCCCD if these facility projects qualify for funding

- Saddleback College Gateway: 50% requested state match of \$22,239,500
- Irvine Valley College Fine Arts: 50% requested state match of \$18,878,000

Proposition 55 - Taxes

Extends the temporary personal income tax increases on incomes over \$250,000 implemented by Proposition 30 until 2030.

- Increases state revenues ranging from \$4 billion to \$9 billion each year (in today's dollars) from 2019 through 2030, depending on the economy and the stock market.
- Increases funding for schools and community colleges of roughly half of the revenue raised by the measure.
- Increases funding for health care for low-income people ranging from \$0 to \$2 billion each year, depending on decisions and estimates made by the Governor's main budget advisor.
- Increases budget reserves and debt payments ranging from \$60 million to roughly \$1.5 billion each year (in today's dollars), depending primarily on the stock market.

Impact to SOCCCD

- Funding would be allocated based on number of full time equivalent students.
- Here are the amounts received by SOCCCD under Proposition 30:

2012-2013	\$2,780,757
2013-2014	\$2,486,490
2014-2015	\$2,784,886
2015-2016	\$2,555,432

Proposition 53 - Elections and campaigns

Requires voter approval for projects that cost more than \$2 billion funded by revenue bonds.

Proposition 54 - Government accountability

Prohibits the legislature from passing any bill until it has been in print and published on the Internet for 72 hours prior to the vote.

Proposition 58 - Education

Repeals Prop 227 of 1998, thus allowing for bilingual education in public schools.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting 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 July 31, 2016, total estimated Basic Aid receipts are \$686.8M and total approved projects are \$672.9M as shown in EXHIBIT A. The balance of \$13.9M 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.

Changes from the July, 2016 report includes \$66.4M of new receipts and \$60.9M of new project allocations recommended at the June 27, 2016 and August 22, 2016 board of trustees meetings. This annual report (EXHIBIT A) also displays the detail of all closed projects totaling \$215.8M.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 22, 2016**

Project Description	Approved Amount	1999/2012 Actual	2012/13 Actual	2013/14 Actual	2014/15 Actual	2015/16 Actual	Balance Remaining for 2016/17
CLOSED PROJECTS							
2005/06 Allocation for Salary Schedule Restructure (2005)	4,245,000	4,245,000					-
College/District Contributions for Debt Retirement - COPS (2003)	4,380,701	4,380,701					-
College Scheduled Maintenance Projects (2005)	1,000,000	1,000,000	-	-	-	-	-
College Scheduled Maintenance Projects (2006)	3,831,850	3,802,733	29,117	-	-	-	-
College (SC) Instructional Equipment Needs (2005)	1,389,315	1,389,315					-
Campus Appearance Improvement IVC & SC (2009)	1,000,000	739,252	140,555	29,330	73,120	17,743	-
ATEP Development (2008)	3,719,976	3,647,691	72,285				-
ATEP Parking Lot Renovation (2009)	176,413	176,413					-
ATEP Renovation (2002)	7,940,360	7,930,360	10,000				-
ATEP Site Development (2012)	340,436	31,948	98,851	209,637			-
ATEP Site Development Negotiations (2008)	4,265,883	3,513,976	652,433	99,475			-
IVC A-300 Bldg Remodel (2007)	1,902,389	1,902,389					-
IVC Business & Technology Innovation Center (2002)	8,887,615	8,887,615					-
IVC Debt Retirement - Energy Loans (2014)	2,316,647	-		2,316,647			-
IVC Early College Program (2007)	60,000	60,000					-
IVC Floor Repairs (2003)	58,340	58,340					-
IVC Landscaping PAC & BSTIC (2009)	1,545,531	1,538,739	6,792				-
IVC Lot Expansion and Phase 1 of Lot 6 (2003)	1,476,759	1,476,759					-
IVC Maintenance and Police Facility (2005)	4,553,656	4,553,656					-
IVC Modular Building (2003)	370,000	370,000					-
IVC Modular Bldg Replacement (CEC) (2006)	197,402	197,402					-
IVC Performing Arts Center (2001)	17,006,209	17,006,209					-
IVC Remove/Relocate IVC Maint., Police, Whse, & A-500 Bldgs (2006)	484,123	484,123					-
IVC Repair Exteriors A100, A200, A300, A400, B100 (2010)	398,664	249,858	57,439	91,367			-
IVC Replace Main Water Valves (2010)	272,904	180,303	17,485	75,117			-
IVC Replace Natural Gas Piping A&B Quads (2010)	230,000	44,456	78,605	74,349	32,590	-	-
IVC Science Equip & TV Studio (2000)	500,000	500,000					-
IVC Science Lab Addition & Remodel (2006)	5,172,990	5,172,991	-				-
IVC Sports Facilities (2000)	896,000	896,000					-
IVC SSC HVAC System (2010)	758,119	21,746	12,124	635,534	88,716	-	-
IVC Utility Service Project (2006)	346,223	346,223					-
SC BGS Mold Abatement and Air Quality Improvements (2005)	8,724,200	8,724,200					-
SC Bridge Replacement (2010)	818,583	761,680	56,903				-
SC Building Repairs - Library Remodel (2003)	7,621,220	3,152,482	(630,004)	4,864,713	225,059	4,270	4,700
SC Demolition of Lower Campus Buildings (2002)	1,718,545	1,718,545					-
SC Health Sciences/DS Waterproofing (2013)	473,865	-		5,209	467,431	660	565
SC Hire Consultant for Parking/Traffic Study (2005)	24,250	24,250					-
SC M/S/E Bldg, Soil, & Slab Repairs (2003)	128,710	128,710					-
SC M/S/E Plaza Repairs (2008)	69,288	69,288					-
SC M/S/E Renovation (2009)	39,000	39,000					-
SC Energy Management System (2012)	657,400	323,678	333,722				-
SC McKinney Theater Lighting and Sound Systems Upgrade (2004)	1,335,000	1,335,000					-
SC McKinney Theater Restroom remodel (2007)	2,372,796	2,372,796					-
SC Pool Deck Replacement (2010)	1,495,722	1,466,651	8,121	20,950			-
SC Roof Replace Tech & Applied Science, Village Bldg 3-8 (2010)	1,500,000	1,356,519	63,860	51,229	28,392	-	-
SC Science Equip & TV Studio (2000)	500,000	500,000					-
SC Science/Applied Science Bldg (2005)	14,850	14,850					-
SC Sports Facilities (2000)	817,310	817,310					-
SC Temporary Classroom Facilities (2005)	7,177,117	7,177,117					-
SC Village Expansion (2009)	3,846,581	3,846,582					-
SC Village Remodel (2007)	3,711,778	3,709,853	1,925				-
Distr Svc/SC Health Science/District Office Building (2002)	15,251,656	15,251,656					-
SOCCCD Additional 1% Contingency (2009)	1,278,101	1,278,101					-
SOCCCD Consultant District Educational & Facilities Master Plan (2005)	712,420	712,420					-
SOCCCD Debt Retirement Contribution (2001)	34,400,000	34,400,000					-
SOCCCD Districtwide Telephone System (2004)	4,499,498	4,499,498					-

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 22, 2016**

Project Description	Approved Amount	1999/2012 Actual	2012/13 Actual	2013/14 Actual	2014/15 Actual	2015/16 Actual	Balance Remaining for 2016/17
SOCCCD Document Management Solution (2011)	641,555	622,824	18,731				-
SOCCCD Enrollment Mgmt/Mktg, Outreach & Recruit Strategy (2005)	329,830	329,830					-
SOCCCD Fiscal and HR Systems Repl. (2005)	27,500	27,500					-
SOCCCD HR Recruitment Work Plan (2005)	85,911	85,911					-
SOCCCD IT Basic Aid Project DW Infrastructure Inventory System	37,871	-		35,571	2,300	-	-
SOCCCD IT Basic Aid Project HRIS Data Migration	15,000	-	15,000				-
SOCCCD IT Basic Aid Project IT Governance - TeamDymanixHE SW	28,928	-	28,928				-
SOCCCD IT Basic Aid Project TracDat Integration with SharePoint	35,964	-	35,964				-
SOCCCD Legal Defense for Invocation Complaint (2010)	1,208,817	1,208,817					-
SOCCCD Online Catalog (2014)	135,856	-			135,856	-	-
SOCCCD Replace HR & Bdgt Dev Systems (2006)	897,740	897,740					-
SOCCCD Student Conduct & Incident Reporting (2015)	11,446	-			11,446	-	-
SOCCCD Student Information System Upgrade-Phase I/Phase II (2006)	14,102,260	14,058,001	1,350	6,531	36,378	-	-
SOCCCD Technology Needs 2004/05 (2005)	3,548,415	3,548,415					-
SOCCCD Technology Needs 2005/06 (2006)	3,324,203	3,324,203					-
SOCCCD Technology Needs 2006/07 (2007)	4,395,000	4,395,000	-	-		-	-
SOCCCD Virtual Desktop (2014)	49,840	-		13,050		36,790	-
SOCCCD Technology Needs 2007/08 (2008)	8,036,477	7,996,751	28,547	2,020	9,159	-	-
CLOSED PROJECTS TOTAL	215,824,007	204,979,374	1,138,731	8,530,728	1,110,446	59,462	5,266

CAPITAL PROJECTS							
ATEP Building Demolition (2007)	13,700,000	2,294,413	109,025	1,744,947	2,741,440	22,998	6,787,177
ATEP First Building Phase 3A (2011)	26,300,000	-		761	336,973	1,985,988	23,976,278
ATEP Operating Budget* (2006)	14,231,115	10,905,745	564,290	579,960	622,701	110,430	1,447,990
ATEP Site Development (2013)	8,500,000	-	693,427	681,207	986,687	1,054,743	5,083,935
ATEP Staffing, Equipment, Program Development (2007)	891,611	829,159	7,785	14,204	2,026	-	38,437
ATEP Utilities/Infrastructure Phase I (2016)	9,475,000	-				547,695	8,927,305
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	2,218,447	3,509,553
IVC B200 Classroom Wing & Labs (2015)	400,000	-				4,257	395,743
IVC B400 Labs and Entrance Controls (2015)	410,000	-			1,600	4,333	404,067
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	240,974	25,074	67,052	38,525	92,072	2,386,303
IVC Fine Arts Building (2008) - State Delay, Future Project request	2,516,017	61,278					2,454,739
IVC Health Center/Concessions Building (2016)	5,738,000	-					5,670,867
IVC Life Sciences Project (2004)	2,490,000	153,475	693,544	2,416,169	(1,120,532)	14,207	333,138
IVC New Parking Lot (2013)	6,755,000	-				18,950	6,736,050
IVC Performing Arts Center Waterproofing (2013)	470,000	-				-	470,000
IVC Upgrade Exterior & Entries to B300 (2013)	680,000	-					680,000
SC Building Repairs - LRC Comm Arts Renovation (2013)	3,839,073	-	12,320	14,990	1,702,050	102,627	2,007,085
SC Building Repairs - ATAS Building (2003)	20,545,313	261,604	167,292	405,643	86,693	332,307	19,291,774
SC Building Repairs - ATAS Swing Space Renov (2013)	10,249,687	-	124,917	519,146	1,532,643	7,435,103	637,879
SC Central Plant/CoGen Upgrade (2015)	750,000	-			12,503	731,041	6,456
SC Data Center Project (2016)	1,000,000	-				-	1,000,000
SC Digital Security Access (2015)	650,000	-				650,000	-
SC Fine Arts HVAC, Interior Improvements, Outdoor Theater (2016)	-	-					-
SC Fine Arts HVAC Renovation (2013)	9,800,000	-	2,754	76,091	216,891	5,173,241	4,331,023
SC Fire Alarm System (2015)	500,000	-				-	500,000
SC Golf Driving Range Net Replacement (2005)	300,000	126,050	42,520			3,550	127,880
SC LRC Defects (2015)	750,000	-				8,272	741,728
SC New Gateway Building (2013) (Match)	2,826,817	-				-	2,826,817
SC Sciences Building (M/S/E annex) (2003)	67,358,346	2,128,162	295,740	7,324,533	28,145,264	20,710,561	8,754,086
SC SME Building Renovation (2016)	750,000	-				-	750,000
SC Stadium and Site Improvements (2008)	39,525,000	218,441	1,464	107,278	145,814	347,766	38,704,237
SC PE 200 and 300 Interior Renovation (2014)	1,000,000	-				54,351	945,649
SC PE 400 and 500 Renovation (2014)	800,000	-				-	800,000
SC Water Damages/Storm Drainage Issues (2013)	750,000	-	10,710	3,495	2,438	11,889	721,468

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 22, 2016**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2012 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>2015/16 Actual</i>	<i>Balance Remaining for 2016/17</i>
CAPITAL PROJECTS TOTAL	271,718,984	17,247,452	3,359,197	14,911,189	41,203,863	41,701,961	153,295,321
SCHEDULED MAINTENANCE							
IVC Library Exterior (2013)	275,000	-		1,830	5,289		267,882
IVC Lighting & Walkways (2013)	795,055	-		332,278	170,531	6,750	285,496
IVC SM B100 Roof & HVAC (2015)	493,350	-				-	493,350
IVC Sports Facilities (2012)	342,600	-	702	43,312	30,565	29,488	238,533
SC 12KV Elec Distr Repair (2014)	200,000	-			70,189	81,120	48,691
SC Central Plant (2013)	750,000	-	61,780	23,875	109,072	440,085	115,188
SC HVAC PE 100 (2014)	800,000	-				-	800,000
SC Athletics Stadium Renovation (2014)	725,000	-			2,841	88,099	634,060
SC PE Complex (2013)	500,000	-				-	500,000
SCHEDULED MAINTENANCE PROJECTS TOTAL	4,881,005	-	62,482	401,295	388,487	645,541	3,383,200
IT PROJECTS							
Campus Desktop Refresh (2013)	4,249,334	-	648,198	843,987	1,913,336	306,537	537,276
Campus Desktop Refresh (2015)	1,500,000	-			-	1,398,967	101,033
SOCCCD Automate Electronic Transcript Receiving (2015)	453,600	-			35,906	109,832	307,862
SOCCCD Automated Password Reset & Single Sign-On Assess (2015)	115,600	-				-	115,600
SOCCCD Awards Management System (2013)	500,000	-	303,641	154,230		-	42,129
SOCCCD Blackboard Plug-ins (2013)	150,000	-	2,000		15,400	30,950	101,650
SOCCCD Classroom Technology and Audio Visual Refresh (2016)	3,500,000	-			-	125,602	3,374,398
SOCCCD Class Schedule Upgrade & Recommendation (2015)	735,000	-				8,113	726,887
SOCCCD Data Backup and Disaster Recovery (2016)	900,000	-				782,479	117,521
SOCCCD Degree Audit/MAP Upgrade (2013)	1,594,720	-	230,118	396,373	222,358	233,714	512,157
SOCCCD District IT Back Office Automation (2016)	210,000	-				69,488	140,512
SOCCCD District-wide Automatic Email Archive (2015)	165,000	-			80,752	67,527	16,721
SOCCCD District-wide Hardware Refresh (2014)	505,000	-		484,919	4,414	3,651	12,016
SOCCCD District-wide Network Security (2015)	369,895	-			322,157	40,960	6,778
SOCCCD District-wide Network Security Firewall Refresh (2016)	820,000	-					820,000
SOCCCD District-wide Server/Storage Maintenance (2015)	950,000	-			832,393	105,650	11,957
SOCCCD End-of-Life Core Network/Tech Refresh (2013)	6,984,658	-	446,032	3,460,657	2,243,712	410,194	424,063
SOCCCD Enterprise Backup Solution (2014)	150,000	-		24,933		92,416	32,651
SOCCCD Enterprise Content Mgmt Expansion (2013)	150,000	-	31,386			7,500	111,114
SOCCCD Faculty and Staff Email Infrastructure Refresh (2016)	355,000	-					355,000
SOCCCD HR/Bus Svcs Integrated Software (2013)	14,177,000	16,131	150,433	1,971,236	5,586,580	3,506,054	2,946,565
SOCCCD Intl and Student Scholar Mgmt (2014)	54,500	-				-	54,500
MySite Help System	20,000	-	420	5,946		878	12,757
Unified Communications System	50,000	-	14,400				35,600
IT Contingency	907,328	-	31,800	32,800		-	842,728
SOCCCD IT Basic Aid Projects (2013)	977,328	-	46,620	38,746	-	878	891,085
SOCCCD IT Projects SC/IVC/A/TEP Instruct & Student Svc (2010)	8,744,770	7,317,901	888,629	136,099	11,747	131,573	258,821
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	5,181	902
SOCCCD MySite Security (2014)	302,000	-		47,280	164,662	67,732	22,326
SOCCCD New Library System (2014)	100,000	-		21,909	62,088	10,897	5,106
SOCCCD New Student Print Solution (2016)	238,921	-				124,115	114,806
SOCCCD Online Tutoring, Sl, Office Hours, Appointments (2016)	201,000	-				5,199	195,801
SOCCCD Positive Attendance Hours (2016)	198,000	-				-	198,000
SOCCCD Predictive Analytics (2013)	250,000	-	54,052		62,515	68,615	64,818
SOCCCD Refresh MDF and IDF (2016)	1,000,000	-			-	195,340	804,660
SOCCCD Server and Storage Scheduled Maintenance (2016)	925,000	-			-	316,411	608,589
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)	8,140,800	-	1,047,013	1,720,024	1,379,858	1,544,979	2,448,926
SOCCCD Student Success Dashboard (2014)	550,000	-		52,324	382,882	107,632	7,162

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
August 22, 2016**

<i>Project Description</i>	<i>Approved Amount</i>	<i>1999/2012 Actual</i>	<i>2012/13 Actual</i>	<i>2013/14 Actual</i>	<i>2014/15 Actual</i>	<i>2015/16 Actual</i>	<i>Balance Remaining for 2016/17</i>
SOCCCD Support Multiple Prerequisites (2015)	302,400	-			12,584	150,559	139,257
SOCCCD System Testing and Stability (2016)	377,000	-				46,465	330,535
SOCCCD Tableau for Data Visualization (2016)	270,000	-				192,434	77,566
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	7,649	699,899
SOCCCD Wireless Upgrade (2016)	1,907,990						1,907,990
SOCCCD Workday Big Data (2016)	170,000	-				-	170,000
SOCCCD Workday Student BPA Sessions (2016)	227,800	-				73,482	154,318
SOCCCD Workday Student Influencer Program (2016)	375,000	-				15,211	359,789
IT PROJECTS TOTAL	66,928,716	7,334,032	3,848,454	9,661,137	13,508,390	10,463,654	22,113,048

OTHER ALLOCATIONS							
SOCCCD Design/Build Specialty Consultant (2013)	525,000	13,300	91,725		66,635	95,962	257,378
SOCCCD Dist Union Offices (2014)	162,750	-			29,115	3,742	129,893
SOCCCD District-wide ADA Physical Access Transition Plan (2016)	840,000	-				283,949	556,051
SOCCCD District-wide Mapping (2015)	400,000	-				-	400,000
SOCCCD District-wide Parking Study (2016)	200,000	-				164,194	35,806
SOCCCD District-wide Sustainability/Energy Planning (2016)	240,000	-				6,453	233,547
SOCCCD District-wide Tech Consultant for Capital Constr (2016)	460,000	-	-	-	-	-	460,000
SOCCCD DSA Inspec, Engineer, and PM Svcs (2014)	350,000	-		145,830		10,263	193,907
SOCCCD DSA Project Close Out (2013)	400,000	-	12,256	14,334	6,940	13,926	352,543
SOCCCD Educational Facilities Master Plan (2016)	500,000	-	-	-	-	-	500,000
SOCCCD Facilities Software System (2013)	1,129,000	-	309,248	65,550	37,326	475,948	240,928
SOCCCD FPP, IPP, 5 Year Plans (2013)	210,000	-		3,040	-	-	206,960
SOCCCD Insurance Deductibles (2014)	400,000	-		100,000	100,000	100,000	100,000
SOCCCD Lease/Leaseback Consultant (2013)	425,000	-	8,531	9,265		-	407,204
SOCCCD Legislative Advocacy Services - Basic Aid (2004 - present)	835,000	267,394	100,578	110,074	106,955	111,686	138,312
SOCCCD Legal Counsel Facility Related Issues (2013)	1,100,000	-	35,073	2,804	36,405	17,878	1,007,841
SOCCCD Pension Rate Stabilization Program (2016)	27,100,000	-					27,100,000
SOCCCD Pre-Planning and Investigation (2015)	255,000	-			3,343	29,087	222,570
SOCCCD Trustee Election/General Election Expense (2004 - present)	3,348,988	1,398,988	354,083	-	389,456	-	1,206,461
SOCCCD Retiree Benefits (2001 - present)	74,677,683	38,017,938	18,489,745	3,520,000	-	3,600,000	11,050,000
OTHER ALLOCATIONS TOTAL	113,558,421	39,697,620	19,401,240	3,970,898	776,174	4,913,088	44,799,401

BASIC AID PROJECT TOTALS	672,911,133	269,258,478	27,810,105	37,475,247	56,987,360	57,783,706	223,596,236
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Commitments	380,742,189	70,406,108	54,193,413	45,306,580	61,387,393	60,875,451
Cumulative Commitments	380,742,189	451,148,297	505,341,710	550,648,290	612,035,682	672,911,133
Receipts	433,256,612	46,888,399	43,788,270	51,659,425	52,672,948	58,510,948
Cumulative Receipts	433,256,612	480,145,011	523,933,281	575,592,706	628,265,654	686,776,602
Cumulative Expenses	269,258,478	297,068,584	334,543,831	391,531,191	449,314,898	672,911,133
Uncommitted Basic Aid Funds	163,998,134	183,076,427	189,389,450	184,061,515	178,950,756	13,865,469

	<i>Approved Amount</i>				<i>Receipts Change</i>	<i>Commitment Change</i>
Change from July 2016 Report:						
FY 2016-2017 Basic Aid Allocation						60,875,451
FY 2015-2016 Increase in Receipts					7,903,862	
FY 2016-2017 Estimated Receipts					58,510,948	
Total Change from July 2016 Report	-	-	-	-	66,414,810	60,875,451

TO: Board of Trustees
FROM: Dr. Debra L. Fitzsimons, Acting Chancellor
RE: SOCCCD: Facilities Plan Status Report
ACTION: Information

BACKGROUND

On August 30, 2004, the Board of Trustees received a list of projects under consideration for local funding and a report on the status of each project. The Board requested to be kept informed about these and other facilities projects.

STATUS

(EXHIBIT A) provides an up-to-date report on the status of current construction projects.

FACILITIES PLAN STATUS REPORT

August 22, 2016

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.socccd.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 Drawings	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.

	Original	Revision	Total
Project Budget:	\$52,234,000	\$ 8,308,000	\$67,358,000
District Funding Commitment:	\$15,670,000	\$51,688,000	\$67,358,000

Anticipated State Match:	\$36,564,000	(\$36,564,000)	\$0
Basic Aid Allocation:	\$3,867,000	\$63,491,000	\$67,358,000

Status: Construction Phase, 99% Complete: Electrical and interior finishes, Site concrete and paving are completed.

In Progress: College directed AV changes and access controls. Commissioning and programming electronic card readers. M & O Training. Punch list. Commissioning process is complete pending final reports. *The installation of the redundant fans is underway and will be completed prior to classes commencing. Commissioning and certification will follow.*

Recently Completed: FF&E was delivered and installed on all three floors. Telescope storage unit construction is complete. *Planting is complete and the landscape has been turned over to the college for maintenance. The design and approvals for the missing redundant exhaust fans is complete.*

Focus: Completion of electronic access control testing. Finalize the close out process with final M&O manuals submittals. Continuing the punch list process. Change order negotiations and evaluation of potential claim. Exhaust fan redundancy.

2. STADIUM AND SITE IMPROVEMENT

Project Description: *This report reflects the incorporation of the stadium into the site improvement project into a singular project. This project includes the southeast campus perimeter drainage control including campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field. The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and 9-lane running track. The stadium will remain in its current location. As discussed at the June Board meeting, the College elected to remove portions of the Site Improvement project previously identified including: Central Quad renovation, conversion of the existing practice fields and thrower's park into a new parking lot with connection between 4A and 5A, site wall repair, and landscaping renovations.*

Start Preliminary Plans	March 2014	Award Design/Build Contract	Aug 2016
Start Working Drawings	Sept 2016	Complete Construction	Jan 2019
Complete Working Drwngs	March 2017	Advertise for FF&E	N/A
DSA Final Approval	Sept 2017	DSA Close Out	Pending

Budget Narrative: *This budget report has incorporated the combined projects and identified the augmented budget into separate line items. Future reports will revert to the practice of identifying the "Project Budget" as shown here. The Site Improvements 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. *Athletics Stadium 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 has elected to use Saddleback College RDA and Promenade income for a total of \$22,705,000 to fully fund this combined project. Based on the College decision to combine these projects into a single project, all future reports will reflect that the Stadium and Site Improvement Budget combined and as shown in the Project Budget category below.*

	Original	Revision	Total
<i>Site Improvement Budget</i>	\$13,580,000	\$ 7,945,000	\$21,525,000
<i>Athletics Stadium Budget</i>	\$ 950,000	\$17,050,000	\$18,000,000
<i>RDA & Promenade Income</i>	\$0	\$22,705,000	\$22,705,000
<i>Project Budget:</i>	<i>\$14,530,000</i>	<i>\$47,700,000</i>	<i>\$62,230,000</i>
District Funding Commitment	\$14,530,000	\$47,700,000	\$62,230,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$14,530,000	\$24,995,000	\$39,525,000
<i>College Contribution:</i>	<i>\$0</i>	<i>\$22,705,000</i>	<i>\$22,705,000</i>

Status: Bid and Award Phase: The proposals have been evaluated and recommendation for award is anticipated for August.

In Progress: Proposals have been evaluated. The College and District are working through allocating necessary funds in the 2016-2017 budget which is scheduled for submission to the Board in August.

Recently Completed: Review of design-build Best and Final Offer proposals and project status report update to the Board of Trustees.

Focus: Review of final project scope in relation to approved project budget and review of construction schedule. Work with the college to allocate necessary funds in the 2016-2017 budget.

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	<i>Dec 2016</i>
Start Working Drawings	Sept 2011	Complete Construction	<i>June 2018</i>
Complete Working Drwngs	Dec 2013	Advertise for FF&E	<i>Oct 2017</i>
DSA Final Approval	Dec 2014	DSA Close Out	<i>Pending</i>

Budget Narrative: Budget reflects Board agenda action on 2/28/11, 8/27/2012, 10/25/2013, and 6/23/2014. The original basic aid assignment of \$1,956,000 met design costs. The scope was revised to include both the North and South wing with a new budget estimated at \$14,733,000. On August 27, 2012, the Board approved \$12,777,000 to fully fund the project budget. On October 25, 2013, the Board approved reassignment of funds for an amount of \$8,523,000 for the Saddleback College Sciences Building project for a reduced budget equaling \$6,210,000. On June 23, 2014 the Board approved restored funding of \$8,523,000 and an additional \$2,702,000 to fully fund the project.

	Original	Revision	Total
Project Budget:	\$ 8,755,055	\$ 8,679,945	\$17,435,000
District Funding Commitment:	\$ 8,755,055	\$ 8,679,94	\$17,435,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 1,956,000	\$15,479,000	\$17,435,000

Status: Bid and Award Phase (On Hold): Constructability review ongoing with architect and District.

In Progress: Development of Request for Qualifications (RFQ) for construction services. Submission of revised drawings to DSA.

Recently Completed: Review for ADA compliance in Auto Tech department. *Dean sign off on Auto Tech equipment layout with ADA compliance.*

Focus Issue: Submit revised drawings to DSA. Issue RFQ for construction services.

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	July 2016

Budget Narrative: Budget reflects Board agenda action on 8/27/2012, 6/17/13 and 6/23/2014. On August 27, 2012, the Board approved \$5,807,000 to fund the original project budget. On June 17, 2013, and June 23, 2014 the Board approved additional funding of \$3,714,000 and \$729,000 respectively.

	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: Final completion. DSA Certified.

In Progress: Occupied. Exhaust system being manufactured. *Architectural detail for exhaust fan installation.*

Recently Completed: Board approved Notice of Completion. *DSA Certified and Closed Out.*

Focus: Process final billing and retention release. *Installation of improved Exhaust System.*

5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

Project Description: 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

Budget Narrative: Budget reflects Board agenda action on 5/21/2012, 6/17/13 and 6/22/2015. On May 21, 2012, the Board approved \$1,000,000 to fund the original project budget. On June 17, 2013, the Board approved additional funding of \$3,950,000. On June 22, 2015 the Board approved additional funds of \$2,750,000 to address DSA approval at canopies. College guarantees additional \$2,100,000 necessary to fully fund project in advance of basic aid request cycle.

	Original	Revision	Total
Project Budget:	\$1,000,000	\$6,700,000	\$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: Construction Phase: 85% Complete

In Progress: *Testing and balance of mechanical systems, water testing at administration offices storefront, paint theater lobby entrance steel canopy structure, install theater lobby finishes, final clean up, partial FF&E move in. Install fencing around remaining work at lobby.*

Recently Completed: *Air handler units installed, connection of chilled water to central plant, theater lobby flooring, acoustical ceilings.*

Focus: *Resolve change order issues timely, to ensure completion by 8/12/2016. Resolve seismic bracing and thermal expansion loops CHW & HW lines design and schedule construction, complete theater vestibule including glass framing and glazing. Review potential revision at prop room ductwork, sinks and canopy. Close out, training.*

6. ATHLETICS STADIUM PROJECT

Project Description: *This Project has been incorporated into the Site Improvement Project (#2 above) and will be reported from this point forward as a single project.*

7. GATEWAY PROJECT

Project Description: This proposed project will construct a new three story building of 52,156 assignable square feet (ASF), 77,985 gross square feet (GSF) and will provide a new highly integrated space for student services and consolidated and expanded interdisciplinary instructional space. This 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

Budget Narrative: 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.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$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:	\$ 1,545,115	\$ (655,115)	\$ 890,000
Unallocated Amount:			\$43,589,000

Status: 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.

In Progress: State Chancellor's office submittal review for anticipated second year funding.

Recently Completed: Five Year Plan, Initial Project Proposals and Final Project Proposals (one each per college) submittal to state.

Focus: 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

Project Description: 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

Budget Narrative: Budget reflects Board agenda action on 4/30/2001, 10/28/2002, 1/20/2004, 2/23/2004, 12/13/2004, and 1/31/2006. Budget also reflects reporting as shown on State Chancellor's Office FUSION report FY 2003-2004 and FY 2007-2008.

	Original	Revision	Total
Project Budget:	\$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

Status: Close Out: The final Notice of Completion was filed on September 24, 2007.

In Progress: Six change orders remain in "Pending" status and must be closed to arrive at DSA close out. Original Architectural firm is re-engaged to address pending items.

Recently Completed: Re-open project with DSA to address certification. Architect performed site visit and is beginning to accumulate necessary DSA documents.

Focus: Change order close-out. DSA Close-Out Consultant is engaged to work with the DSA to complete this effort.

2. LIFE SCIENCES PROJECT

Project Description: 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	March 2014
Complete Working Drwngs	June 2010	Advertise for FF&E	Sept 2013
DSA Final Approval	Dec 2010	DSA Close Out	May 2014

Budget Narrative: Budget reflects Board agenda action on 6/22/2004, 5/23/2005, 3/24/2008, 4/27/2009, 5/24/2010 and 6/17/2013. The original project budget totaled \$24,861,000. The project budget was reduced to \$20,490,000 when a lower-than-estimated bid was received and the state reduced their match to \$13,568,000. When the state indicated they may not have funds for their match, the Board allocated a portion of the state's short fall using basic aid funding for a funded total of \$17,410,000 with all overage returned to basic aid upon reimbursement.

Project Budget:	Original \$24,861,000	Revision \$ (4,371,000)	Total \$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

Status: Warranty: Final "first year discovery" items to be completed by end of the fiscal year. First year discovery projects include items discovered by the end users that are unrelated to warranty issues and that have been identified as necessary to have a fully operational facility.

In Progress: Re-advertisement of project.

Recently Completed: Only two bids were received with disparity in value, the bids were rejected.

Focus: Completion of "first year discovery" items. Final closeout of project budget.

3. BARRANCA ENTRANCE

Project Description: 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

Budget Narrative: Budget reflects Board agenda action on 4/27/2009. The current basic aid assignment of \$2,850,000 is considered sufficient to meet project costs.

Project Budget:	Original \$2,850,000	Revision \$0	Total \$2,850,000
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District Funding Commitment:	\$2,850,000	\$0	\$2,850,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$2,850,000	\$0	\$2,850,000

Status: Construction Phase: *10% Complete. 95% of submittals have been reviewed. Inspection coordination with the City of Irvine is underway.*

In Progress: *Installation of underground utilities and backfill is underway.*

Recently Completed: *Site clearing, preparation of subgrade and utility location activities have been completed.*

Focus: Coordination with City of Irvine, Southern California Edison and the Irvine Company is *continuing*.

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	May 2012	Award Construction Contract	July 2014
Start Working Drawings	Jan 2013	Complete Construction	Aug 2016
Complete Working Drwngs	Dec 2013	Advertise for FF&E	Feb 2016
DSA Final Approval	June 2014	DSA Close Out	<i>Pending</i>

Budget Narrative: Budget reflects Board agenda action on 2/28/2011, 8/27/2012 and 6/17/2013. On 8/27/2012, the Board approved \$11,463,000 additional to fund the project budget. Staff analyzed the budget identified in the Education and Facilities Master Plan and determined there was no allowance for equipment. On 6/17/13 the Board approved \$1,550,000 for furniture, fixtures and equipment.

	Original	Revision	Total
Project Budget:	\$ 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

Status: Construction Phase: 100% complete. Substantial completion reached on July 29, 2016.

In Progress: District final completion punch list ongoing, Office Suite furniture install.

Recently Completed: Elevator inspection, substantial completion issued on July 29, 2016, classroom, lab and ancillary furniture installed.

Focus: Complete final completion punch list, complete furniture, fixture and equipment installation, IT installation, move staff.

5. FINE ARTS PROJECT

Project Description: 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

Budget Narrative: 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.

	<u>Original</u>	<u>Revision</u>	<u>Total</u>
Project Budget:	\$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)	\$18,878,000
Basic Aid Allocation:	\$795,000	\$0	\$ 795,000
Unallocated Amount:			\$36,961,000

Status: 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.

In Progress: State Chancellor's office submittal review for anticipated second year funding.

Recently Completed: Five Year Plan, Initial Project Proposals and Final Project Proposals (one each per college) submittal to state.

Focus: 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 AND SOLAR SHADE PROJECT

Project Description: 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.

	Original	Revision	Total
Project Budget:	\$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

Status: Programming and Planning phase: 80% *Integration of scope recommendation as accepted in CIC/ BAARC process.*

In Progress: RFQ&P for Criteria Architect services proposals have been received and have been evaluated with recommendation forthcoming.

Recently Completed: *Soil sampling has been completed by the Geotechnical consultant.*

Focus: Obtain project consultants, Evaluate prospective Criteria Architects' submittals.

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.

	Original	Revision	Total
Project Budget:	\$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:	\$4,800,000	\$0	\$4,800,000

Status: Programming and Planning phase: 80% Complete.

In Progress: Project estimate provided to CIC/BAARC for annual process.

Recently Completed: Programming Report and statement of probable cost have been received. Site investigation by the Geotechnical Consultant and layout of test borings have been completed.

Focus: Proceed to Design Phase pending approval of funding through CIC/BAARC process.

ATEP

1. ATEP DEMOLITION

Project Description: 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.

	Original	Revision	Total
Project Budget:	\$ 7,000,000	\$ 6,700,000	\$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

Status: Between demolition phases: Six demolition projects, which include removal of all ATEP building foundations, roads, parking lots and utility infrastructure are complete.

In Progress: Negotiations with the City and the Navy to transfer county land to district so the last phase of demolition can be completed.

Recently Completed: Land exchange between District and the County of Orange.

Focus: Adhere to various regulatory requirements specific to maintenance of the ATEP site. Complete County land exchange.

2. ATEP - IVC FIRST BUILDING

Project Description: 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

Budget Narrative: Budget reflects Board action on 2/28/2011, 6/23/2014 and 6/22/15. \$12,500,000 was originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building budget of \$12,500,000 with \$8,950,000 additional funds approved on 6/23/14. On June 22, 2015 the Board approved additional funds of \$3,250,000 for associated parking. *The College has elected to use Irvine Valley College RDA equaling \$1,400,000 to fully fund a desired expansion at the lobby.*

	Original	Revision	Total
<i>District Allocation</i>	<i>\$21,450,000</i>	<i>\$ 3,250,000</i>	<i>\$24,700,000</i>
<i>RDA</i>	<i>\$0</i>	<i>\$ 1,400,000</i>	<i>\$ 1,400,000</i>
Project Budget:	\$21,450,000	\$ 5,650,000	\$26,100,000
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
<i>College Contribution:</i>	<i>\$0</i>	<i>\$ 1,400,000</i>	<i>\$ 1,400,000</i>

Status: Construction Documents: 100% Construction Document complete. Increment 1 – Site Grading has been approved by DSA. Increment 2 – DSA building comments were received on June 24.

In Progress: Design-Builder response to DSA comments and re-submittal. *Review by City of Tustin for Grading Permit and Water Quality Management Plan (WQMP) approval.*

Recently Completed: Plans submitted to City of Tustin for their limited site approval. *City of Tustin submittal for Grading Permit and WQMP. Submit to DSA for back-check.*

Focus: Review of Design-Build Entity change order and costs for design and construction related to geotechnical investigation and College requested lobby collaborative space 2,000 square feet increase. *City of Tustin approval on site plan, grading permit and WQMP. Finalize project Guaranteed Maximum Price (GMP), DSA plan approval prior to issuance of Notice to Proceed (NTP) for construction. Groundbreaking scheduled for September 16.*

3. ATEP – UTILITIES AND INFRASTRUCTURE

Project Description: This project is a utilities and infrastructure project required to support construction of the ATEP 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	Jun 2016	DSA Close Out	Jan 2018

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$7,000,000	\$0	\$7,000,000
District Funding Commitment:	\$7,000,000	\$0	\$7,000,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$7,000,000	\$0	\$7,000,000

Status: DSA Review 100% Complete: June 7, 2016.

In Progress: *Pre-qualified contractors' review of plans for bid submittal late August. Review by City of Tustin for Grading Permit and WQMP approval.*

Recently Completed: The City and Irvine Ranch Water District have defined the wet utility master plan. *Development of bid documents.*

Focus: Coordinate site work with IVC First Building at ATEP, coordinate with the City of Tustin on Victory Road and coordinate with the County during Animal Care Facility construction. *Finalize electrical design with Southern California Edison (SCE).*

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	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.

	Original	Revision	Total
Project Budget:	\$ 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

Status: Building Assessments and associated report are complete. Site assessments surveys are complete and final report has been distributed.

In Progress: *Final reports have been submitted and are loaded on District SharePoint site.*

Recently Completed: Consultant submittal of final report.

Focus: Acceptance of final reports.

2. PARKING STUDY

Project Description: 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	May 2016
Complete Research/Analysis	Mar 2016	Final Report	June 2016

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$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
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Status: Final Report Phase: The report is completed and has been reviewed by the committee and other key staff members.

In Progress: Project is completed.

Recently Completed: Presentations to the campuses. The report is now in final format.

Focus: To assess current parking issues district-wide and establish standards for the two campuses and the ATEP site.

3. SUSTAINABILITY STUDY

Project Description: 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	Pending
Complete Research/Analysis	Pending	Final Report	Pending

Budget Narrative: Budget reflects Board action on 6/22/2015.

	Original	Revision	Total
Project Budget:	\$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: *Bidding: RFQ&P has been advertised.*

In Progress: *Receipt of submissions is pending.*

Recently Completed: *Advertisement of RFQ&P.*

Focus: *Evaluation of Proposals.*

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.

	Original	Revision	Total
Project Budget:	\$400,000	\$	\$400,000
District Funding Commitment:	\$400,000	\$	\$400,000
Anticipated State Match:	\$	\$	\$
Basic Aid Allocation:	\$400,000	\$	\$400,000

Status: Site surveys and analysis are underway.

In Progress: Site survey of Saddleback College is 100% complete, Irvine Valley College is 90% complete and analysis is underway at both colleges.

Recently Completed: Site survey of Saddleback College and ATEP buildings has been completed.

Focus: Completion of site surveys and barrier assessments at Irvine Valley College. Working on completion of site surveys, data analysis, identification of priorities and starting development of Transition Plans.

Project updates for active projects may be viewed at:
<http://www.socccd.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.
 - The Unassigned category identifies an underfunded budget.
- The Budget Narrative paragraph for each project discusses the history of change to all category amounts over the life of the project.

TO: Board of Trustees
FROM: Debra L. Fitzsimons, Acting 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 June 30, 2016 (EXHIBIT A). A review of current revenues and expenditures for FY 2015-2016 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of June 30, 2016

REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCE		Adopted Budget	Revised Budget	Actual Beg Bal & Receipts/ Expenditures	% Actual to Revised
SOURCES OF FUNDS					
BEGINNING FUND BALANCE:		\$ 54,989,960	54,989,960	54,989,960	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 4,372,603	5,888,183	2,987,748	50.74%
State Sources	8600-8699	40,668,609	51,343,803	48,901,370	95.24%
Local Sources	8800-8899	211,271,019	211,321,947	220,075,516	104.14%
Other Financing Sources	8900-8912	0	0	493,350	
Total Revenue		256,312,231	268,553,933	272,457,984	101.45%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		\$ 311,302,191	323,543,893	327,447,944	101.21%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 76,447,234	83,019,938	80,571,267	97.05%
Other Staff Salaries	2000-2999	47,529,117	51,033,195	47,318,544	92.72%
Employee Benefits	3000-3999	42,775,271	48,155,951	45,493,762	94.47%
Supplies & Materials	4000-4999	6,043,484	6,719,546	3,311,608	49.28%
Services & Other Operating	5000-5999	40,832,036	32,325,912	19,812,256	61.29%
Capital Outlay	6000-6999	13,129,549	14,354,216	5,281,886	36.80%
Payments to Students	7500-7699	583,253	1,476,834	1,216,360	82.36%
Total Expenditures		\$ 227,339,944	237,085,592	203,005,683	85.63%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 998,414	3,494,468	3,449,468	98.71%
Basic Aid Transfers Out	7300-7399	57,851,978	61,351,978	61,651,978	100.49%
Intra Fund Transfers Out	7400-7499	0	0	0	0.00%
Total Other Uses		58,850,392	64,846,446	65,101,446	100.39%
TOTAL USES OF FUNDS		286,190,336	301,932,038	268,107,129	88.80%
ENDING FUND BALANCE		\$ 25,111,855	21,611,855	59,340,815	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 9,021,647	5,521,647		
Reserve for Economic Uncertainties		13,090,208	13,090,208		
College Reserves for Economic Uncertainties		3,000,000	3,000,000		
TOTAL RESERVES		\$ 25,111,855	21,611,855		

NOTE: As of June 30, 2015 actual revenues to date were **101.38%** and actual expenditures to date were **89.95%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of June 30, 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		\$ 98,289,735	99,155,245	99,292,819	100.14%
Restricted Budget Allocation		21,297,930	25,285,530	16,648,064	65.84%
Total Revenue		119,587,665	124,440,775	115,940,883	93.17%
INCOMING TRANSFERS	8980-8989	0	0	0	
TOTAL SOURCES OF FUNDS		<u>\$ 131,616,423</u>	<u>136,469,533</u>	<u>127,969,641</u>	93.77%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 48,943,537	50,445,217	48,828,851	96.80%
Other Staff Salaries	2000-2999	24,659,956	25,606,793	23,406,758	91.41%
Employee Benefits	3000-3999	24,467,354	25,094,974	22,737,952	90.61%
Supplies & Materials	4000-4999	4,213,074	4,493,862	2,062,018	45.89%
Services & Other Operating	5000-5999	17,715,943	15,871,811	8,544,897	53.84%
Capital Outlay	6000-6999	8,752,815	9,369,191	3,375,173	36.02%
Payments to Students	7500-7699	313,744	837,685	705,789	84.25%
Total Expenditures		\$ 129,066,423	131,719,533	109,661,438	83.25%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 550,000	2,750,000	2,500,000	90.91%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		550,000	2,750,000	2,500,000	90.91%
TOTAL USES OF FUNDS		<u>129,616,423</u>	<u>134,469,533</u>	<u>112,161,438</u>	83.41%
LOCATION OPERATING BALANCE		<u>\$ 2,000,000</u>	<u>2,000,000</u>	<u>15,808,203</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 2,000,000</u>	<u>2,000,000</u>		

NOTE: As of June 30, 2015 actual revenues to date were **94.88%** and actual expenditures to date were **85.42%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of June 30, 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		4,804,007	4,804,007	4,804,007	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 58,838,750	59,296,853	59,429,564	100.22%
Restricted Budget Allocation		12,513,815	16,974,735	12,612,157	74.30%
Total Revenue		71,352,565	76,271,588	72,041,721	94.45%
INCOMING TRANSFERS	8980-8989	0	0	493,350	
TOTAL SOURCES OF FUNDS		<u>76,156,572</u>	<u>81,075,595</u>	<u>77,339,078</u>	95.39%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	26,045,540	30,942,474	30,118,785	97.34%
Other Staff Salaries	2000-2999	15,116,386	17,034,999	15,782,624	92.65%
Employee Benefits	3000-3999	14,227,862	15,248,601	14,656,486	96.12%
Supplies & Materials	4000-4999	1,711,118	2,098,138	1,149,899	54.81%
Services & Other Operating	5000-5999	13,458,308	9,291,486	6,360,170	68.45%
Capital Outlay	6000-6999	4,129,435	4,622,334	1,737,373	37.59%
Payments to Students	7500-7699	269,509	639,149	510,571	79.88%
Total Expenditures		74,958,158	79,877,181	70,315,908	88.03%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	198,414	198,414	403,414	203.32%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		198,414	198,414	403,414	203.32%
TOTAL USES OF FUNDS		<u>75,156,572</u>	<u>80,075,595</u>	<u>70,719,322</u>	88.32%
LOCATION OPERATING BALANCE		<u>1,000,000</u>	<u>1,000,000</u>	<u>6,619,756</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>1,000,000</u>	<u>1,000,000</u>		

NOTE: As of June 30, 2015 actual revenues to date were **96.77%** and actual expenditures to date were **91.07%** of the revised budget to date.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting Chancellor

RE: SOCCCD: Quarterly Financial Status Report

ACTION: Information

BACKGROUND

Title 5, California Code of Regulations, Section 58310 requires each community college district to prepare a Quarterly Financial Status Report based on measurements and standards as established by the Board of Governors and certified on forms provided by the Chancellor no later than forty-five days following completion of each quarter.

STATUS

The California Community Colleges Quarterly Financial Status Report for SOCCCD, as of June 30, 2016 for FY 2015-2016, is attached (EXHIBIT A) for the Board of Trustees' information and review.

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q

[VIEW QUARTERLY DATA](#)

CHANGE THE PERIOD ▼

Fiscal Year: 2015-2016

District: (890) SOUTH ORANGE

Quarter Ended: (Q4) Jun 30, 2016

Line	Description	As of June 30 for the fiscal year specified			
		Actual 2012-13	Actual 2013-14	Actual 2014-15	Projected 2015-2016
Unrestricted General Fund Revenue, Expenditure and Fund Balance:					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	192,456,241	196,304,963	211,462,493	242,408,781
A.2	Other Financing Sources (Object 8900)	3,877	0	0	493,350
A.3	Total Unrestricted Revenue (A.1 + A.2)	192,460,118	196,304,963	211,462,493	242,902,131
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	148,087,433	147,552,068	155,345,822	175,141,624
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	37,873,228	39,024,983	45,826,804	64,756,402
B.3	Total Unrestricted Expenditures (B.1 + B.2)	185,960,661	186,577,051	201,172,626	239,898,026
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	6,499,457	9,727,912	10,289,867	3,004,105
D.	Fund Balance, Beginning	21,095,459	27,594,916	37,322,828	47,612,695
D.1	Prior Year Adjustments + (-)	0	0	0	0
D.2	Adjusted Fund Balance, Beginning (D + D.1)	21,095,459	27,594,916	37,322,828	47,612,695
E.	Fund Balance, Ending (C. + D.2)	27,594,916	37,322,828	47,612,695	50,616,800
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	14.8%	20%	23.7%	21.1%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	27,803	24,960	27,822	24,927
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III. Total General Fund Cash Balance (Unrestricted and Restricted)

		As of the specified quarter ended for each fiscal year			
		2012-13	2013-14	2014-15	2015-2016
H.1	Cash, excluding borrowed funds		37,976,386	51,350,104	61,543,358
H.2	Cash, borrowed funds only		0	0	0
H.3	Total Cash (H.1+ H.2)	29,699,290	37,976,386	51,350,104	61,543,358

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
I.	Revenues:				
I.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	222,469,039	226,262,221	242,408,781	107.1%
I.2	Other Financing Sources (Object 8900)	0	0	493,350	
I.3	Total Unrestricted Revenue (I.1 + I.2)	222,469,039	226,262,221	242,902,131	107.4%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	186,419,487	188,012,569	175,141,624	93.2%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	58,550,392	64,250,492	64,756,402	100.8%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	244,969,879	252,263,061	239,898,026	95.1%
K.	Revenues Over(Under) Expenditures (I.3 - J.3)	-22,500,840	-26,000,840	3,004,105	
L	Adjusted Fund Balance, Beginning	47,612,695	47,612,695	47,612,695	
L.1	Fund Balance, Ending (C. + L.2)	25,111,855	21,611,855	50,616,800	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	10.3%	8.6%		

V. Has the district settled any employee contracts during this quarter?

YES

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1: 2015-16							2,070,299	6%
Year 2: 2016-17							3,167,558	3%
Year 3: 2017-18							4,297,734	3%
b. BENEFITS:								
Year 1: 2015-16							441,947	3.35%
Year 2: 2016-17							684,441	0.75%
Year 3: 2017-18							961,334	2.4%

* As specified in Collective Bargaining Agreement or other Employment Contract

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

Funded by local property tax revenue 8811

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

VII. Does the district have significant fiscal problems that must be addressed? **NO**
This year? **NO**
Next year? **NO**

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting 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 June 30, 2016, our cash balances were \$300,983,395.26 in the Orange County Investment Pool (OCIP), and the OCIP investment pool is yielding an average of 0.75% compared to prior quarter of 0.67%.

The cash balances for the Local Agency Investment Fund (LAIF) Pooled Investment were \$26,198,109.68, and the LAIF investment pool is yielding an average of 0.55% compared to prior quarter of 0.46%.

Both pools are highly liquid, with overnight wire transfers available upon request.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Acting 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 June 30, 2016 (EXHIBIT A). The portfolio was comprised of 49.5% Fixed Funds (Bonds) and 50.5% Common Stocks (Domestic and International). The portfolio's performance increased 0.49%, ending with a fair market value of \$92,851,363, and an annualized return of 5.14%.

July 12, 2016

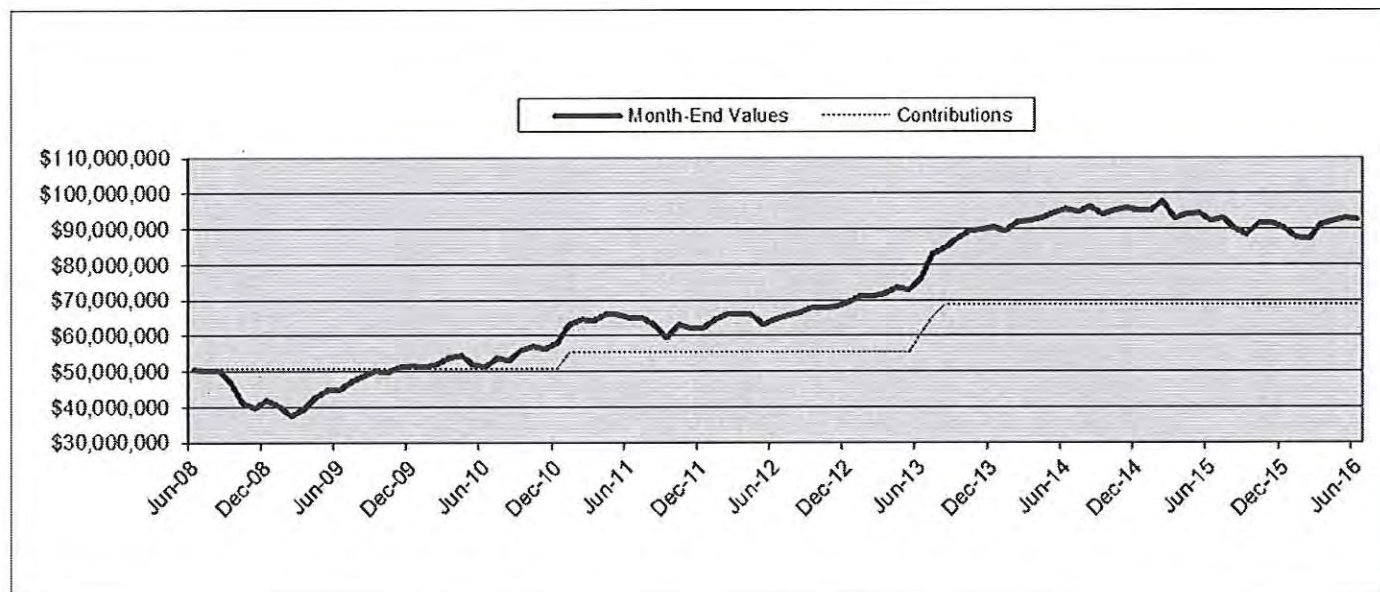
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

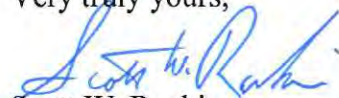
With a fair market value on June 30th of \$92,851,362.61 your portfolio's performance was up 0.49% for the month and up 5.14% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (50.5%) and fixed income funds (49.5%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>June 2016</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	0.49%	2.91%	5.14% annualized return
S&P 500	0.26%	3.85%	8.73% (Domestic Stocks)
MSCI EAFE	-3.36%	-4.42%	0.37% (International stocks)
Barclays Aggregate	1.80%	5.32%	4.78% (Domestic Bonds)
Barclays Global	2.92%	8.97%	3.34% (Global Bonds)



Very truly yours,


Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

EXHIBIT A
Page 2 of 2

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
June-14	\$ 8,389,913	\$ 68,799,724	\$ 95,689,395
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
March-16	\$ -	\$ 64,799,724	\$ 91,452,227
April-16	\$ -	\$ 64,799,724	\$ 92,330,964
May-16	\$ -	\$ 64,799,724	\$ 92,395,230
June-16	\$ -	\$ 64,799,724	\$ 92,851,363
	\$ 64,799,724		



IRVINE VALLEY COLLEGE

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TO: Debra L. Fitzsimons, EdD, Acting Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President *GLR*

DATE: August 9, 2016

SUBJECT: **President's Report for the August 22, 2016 Board of Trustees Meeting**

Irvine Business and Education Partnership

On July 13, President Roquemore was a panel speaker at the Irvine Chamber's Irvine Business and Education Partnership: Powering the Future. The educational spotlight focused on the partnerships between Irvine's major school systems including the University of California, Irvine (UCI), IVC and Irvine Unified School District (IUSD). President Roquemore spoke about the necessity for all three educational entities to come together and work with local businesses to educate students to meet the demands of the workforce and served on a panel alongside UCI Chancellor Howard Gillman and IUSD Superintendent Terry Walker.

MOS Certification Exam

IVC has completed both sessions of the Microsoft Office Specialist (MOS) Certification Exams for Excel 2013 and is pleased to note nine students passed these high level exams. This is the first time that the School of Business Sciences has offered the certification series, and was made possible through the collaborative effort between dedicated IVC faculty and staff and a local business partner. Special acknowledgement to Professor Carolina Kussoy and her faculty colleagues, Professors Michael Salviani and Dr. Roopa Mathur, for implementing this series and collaborating to offer the certification exam.

Presidents Academy Summer Institute

President Roquemore participated in the American Association of Community Colleges (AACC) Presidents Academy Summer Institute held in Idaho, July 16-19. As a member of the AACC Presidents Academy Executive Committee, President Roquemore led a panel discussion on the current challenges facing community colleges today and into the future.

Orange County Business Council: New Skills at Work Forum

On July 20, Irvine Valley College hosted the Orange County Business Council (OCBC) New Skills at Work Forum, presented by JP Morgan Chase. Industry professionals from manufacturing and technology companies including Hope Builders, the Boeing Company and QSC Audio Productions, LLC, served on a panel with President Roquemore, providing their perspectives on the skills gap and the need for education and business to come together to meet employers' demands.

Student Ambassador Leadership Institute

On July 21-22, Vice President for Student Services Dr. Linda Fontanilla, held the student ambassador leadership institute at Brandman University's campus in Irvine. The 2016-2017 student ambassadors mark the third cohort of the program. Students participated in ice-breaker activities to meet one another, and received an orientation of what to expect during the year in the student ambassador program. Ambassadors also received introductions from various campus departments, further acquainting the students with the college organization. Student ambassadors were able to interact with managers, administrators, staff and faculty, and ask questions about the respective areas.

Community Colleges and Their Place in Higher Education

On July 28, President Roquemoire spoke to the Newport Beach Rotary about the role California community colleges play within California's public higher education system. The presentation focused on the benefits of attending community college first, and then transferring to a California State University or University of California institution.

CyberPatriot Security

The Air Force Association's (AFA) CyberPatriot program has announced the Southern California Cybersecurity Community College Consortium (SoCalCCCC) as its ninth CyberPatriot Center of Excellence. The SoCalCCCC consists of IVC, Cerritos College, Coastline Community College, Cypress College, El Camino College, Fullerton College, and Long Beach City College. SoCalCCCC meets regularly to support its members and the community by ensuring consistency in its educational programs and developing the CyberPatriot model of partnerships between K-12 schools and local community colleges. CyberPatriot, the nation's largest and fastest growing youth cyber education program, is AFA's flagship science, technology, engineering and mathematics (STEM) program dedicated to strengthening cyber skills among American youth. The Center of Excellence designation is awarded to communities and institutions that provide leadership and support to further the educational experiences of their students through the CyberPatriot program. CyberPatriot established the Centers of Excellence program in 2011, and has since then recognized eight other entities nationwide. IVC Professor Michael Salviani led the IVC team that secured the partnership, with support from Professors Carolina Kussoy and Dr. Roopa Mathur and Dean, Business Sciences, Online and Extended Education Dr. Cathleen Greiner.

IVC President's Opening Session

On August 15, President Roquemoire held the president's opening session in the Performing Arts Center. The morning began with breakfast, followed by the welcome session. Erwin Chemerinsky, Dean, School of Law at UCI, presented on the First Amendment and answered questions from attendees. Following the presentation, faculty, staff and administrators attended a cultural luncheon event, sponsored by the Office of the President, the AANAPISI grant, and the IVC Classified Senate. The luncheon included a Hawaiian cultural demonstration.

ATEP Groundbreaking Event

IVC will hold the groundbreaking to formally mark the construction of the first building at ATEP on Friday, September 16, at the ATEP site. Members of the district, college and local community are expected to be in attendance.



SADDLEBACK COLLEGE

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TO: Members of the Board of Trustees
Gary L. Poertner, Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for August 22, 2016 Board of Trustees Meeting

Saddleback College's professional development week was once again a success. Thank you to faculty in-service coordinator Jane Horlings for her wonderful work in organizing the week.

President Burnett held a faculty breakfast on Wednesday, August 17th, an associate faculty dinner on Thursday, August 18th. At these events, Dr. Burnett presented his Annual State of the College address, which included his top 10 projects for 2016-2017 and an overview on topics including but not limited to student equity, enrollment management, professional development, and economic and workforce development.

President Burnett's top ten projects for 2016-2017 are: accreditation; college and district enrollment management; Career Pathways Promise; college metrics; distance education; district leadership transition; group to team; student job placement mobile app; new Sciences Building; Medical Center Drive entrance land acquisition.

Saddleback College welcomed 17 new full-time faculty: Sam Abbas, chemistry; Sang Choi, mathematics; Nancy Duong, mathematics; Annie Gilbert, adult education ESL Faculty Coordinator/ESL; Patricia Gleed, paramedic; Laura Haight, art/ceramics; Bridget Hoida-Mulholland, English composition; Lori Hoolihan, foods and nutrition; Elizabeth Jennison, accounting; Jane Medling, accounting; Nahid Meshkin, nursing; Jennifer Nastanski, nursing; Jacqueline Novak, nursing; Jennifer Pakula, economics; John Richards, environmental studies; Katherine Shaw, biology; Susan White-Alcover, medical assistant.

President Burnett and the Classified Senate co-sponsored a "Group to Team" training on August 11th. More than 100 classified staff members were in attendance.

Office of Instruction

On August 15th, Fine Arts and Media Technology staff and faculty moved back into their offices and classrooms (just in time for school to start on August 22nd) following a major construction project this summer. Performances in the McKinney Theatre will resume in October. On August 20th, Breakfast with Gary and presented three-time Grammy nominee David Benoit and singer/songwriter Sara Gazarek at the Capistrano Valley High School theatre. Also in August, theatre, jazz, choirs, commercial music, wind ensemble, symphony and applied music auditions took place. Joey Sellers and the Saddleback Jazz Faculty performed a rousing concert on August 29th.

Upcoming Events:

Classified Staff Luncheon

Friday, September 16th, 11:30 am to 1:30 pm in SSC 212

The Classified Staff luncheon, formerly held during professional development week, was moved to this date to accommodate the many staff members who work directly with students the week before classes begin.

Sciences Building Grand Opening

Thursday, September 29th, 3:30 pm to 5:30 pm

Speakers, demonstrations, and an open-house of the building will be featured.