



Meeting of the Board of Trustees

September 26, 2016

CALL TO ORDER: 5:00 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call to Order

1.2 Public Comments

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

RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 1.3 Public Employee Employment, 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. Police Officers Association
Agency Designated Negotiator: David P. Bugay, Ph.D.
 - 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.
- 1.5 Conference with Legal Counsel (Government Code Section 54956.9)
 - A. 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 Dave Lang

- 2.3 **Pledge of Allegiance**
Led by Trustee Marcia Milchiker

2.4 **Public Comments**

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

3.0 **REPORTS**

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

4.0 **DISCUSSION ITEMS**

4.1 **SOCCCD: Legislative and Advocacy Overview**

Tere Fluegeman, Executive Director of Public and Government Affairs, Mark MacDonald, State Legislative Advocate from McCallum Group Inc., and Dana DeBeaumont, Federal Legislative Advocate from Capitol Advocacy Partners, will present a brief overview of legislative and advocacy efforts on behalf of the district and colleges.

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 August 22, 2016 and Special Meeting held on September 13, 2016.

5.2 **SOCCCD: Saddleback College, Wireless Access Points Installation Project, Award of Bid No. 2054, T and D Communications, Inc.**

Award Bid No. 2054, Wireless Access Points Installation project and approve the agreement with T and D Communications Inc., in the amount of \$107,457.

- 5.3 **SOCCCD: Saddleback College PE Sewer Ejector Project Bid No. 2046, Notice of Completion, MMC, Inc.**
Authorize filing of the Notice of Completion for Saddleback College PE Sewer Ejector project to MMC, Inc., for a final contract amount of \$247,012.36.
- 5.4 **SOCCCD: Irvine Valley College, Classroom B230 Renovation Project, Award of Bid No. 318, A2Z Construct, Inc.**
Award Bid No. 318, Irvine Valley College Classroom B230 Renovation project and approve the agreement with A2Z Construct, Inc. of Rancho Santa Margarita, CA, in the amount of \$121,500.
- 5.5 **SOCCCD: Irvine Valley College Liberal Arts Audio/Visual Material and Installation Project, Notice of Completion, ELB (US) Inc.**
Authorize filing the Notice of Completion for the Irvine Valley College Liberal Arts Audio/ Visual Material and Installation project to ELB (US) Inc., for a final amount of \$100,727.
- 5.6 **SOCCCD: Irvine Valley College, Campus Safety Building - Backup Generator Project, Award of Bid No. 323, AMTEK Construction**
Award Bid No. 323, Irvine Valley College Campus Safety Building - Backup Generator project and approve the agreement with AMTEK Construction of Whittier, CA, in the amount of \$372,730.
- 5.7 **SOCCCD: Irvine Valley College Health Center - Concessions Project, Design-Build Criteria Architectural Services, IBI Group**
Approve the IBI Group agreement for Criteria Architectural Services for the Irvine Valley College Health Center - Concessions project in the amount of \$144,792.
- 5.8 **SOCCCD: Irvine Valley College Emergency Phone / Mass Notification System Project, Notice of Completion, The Amergroup Inc.**
Authorize filing the Notice of Completion for the Irvine Valley College Emergency Phone/Mass Notification System project to The Amergroup Inc. for a final amount of \$287,000.
- 5.9 **Saddleback College and Irvine Valley College: Speakers**
Approve general fund honoraria for speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 5.10 **SOCCCD: Student Out of State Travel**
Approve the student out-of-state travel for the participants, dates, locations, courses and costs as listed in EXHIBIT A.
- 5.11 **SOCCCD: Trustees' Requests for Attending Conferences**
Approve trustees' requests for attending conference(s).

- 5.12 **SOCCCD: Annual renewal of Microsoft Campus Agreements with ComputerLand of Silicon Valley for District-wide Microsoft Software Use**
Approve the annual renewal of a software licensing agreement for the district-wide Microsoft Software Licensing for FY 2016-2017 with ComputerLand of Silicon Valley at a cost not to exceed \$218,836.
- 5.13 **SOCCCD: August 2016 Change Orders / Amendments**
Ratify the change orders and amendments as listed.
- 5.14 **SOCCCD: Purchase Orders and Checks**
Ratify the purchase orders and checks as listed.
- 5.15 **SOCCCD: July- August 2016 Contracts**
Ratify contracts as listed.

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Agreement for Chancellor Search Consultant Services with Professional Personnel Leasing, Inc. (PPL, Inc.)**
Approve consultant agreement and authorize interim chancellor to negotiate and execute the agreement with PPL, Inc.
- 6.2 **SOCCCD: Saddleback College Central Plant Phase 2, Upgrade Services Project, Notice of Completion, Southland Industries**
Authorize the filing of the Notice of Completion for Saddleback College Central Plant Phase 2, Upgrade Services project to Southland Industries, for a final contract amount of \$1,340,000.
- 6.3 **SOCCCD: Saddleback College Technology & Applied Sciences Building Swing Space Project, Architectural Services Agreement, Amendment No. 13, R2A Architecture**
Approve Amendment No. 13 to extend architectural services to November 1, 2016 with R2A Architecture for the Saddleback College Technology & Applied Sciences Building Swing Space project for a no cost change.
- 6.4 **SOCCCD: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project, Notice of Completion, Solpac Construction, Inc. dba Soltek Pacific Construction Company**
Authorize the filing of the Notice of Completion for Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project to Solpac Construction Inc. dba Soltek Pacific Construction Company, with a current contract amount of \$7,464,237 and outstanding change orders under negotiation.
- 6.5 **SOCCCD: ATEP IVC First Building Project, Change Order No. 1, McCarthy Building Companies, Inc.**
Approve Board Change Order No. 1 for the ATEP IVC First Building project and authorize staff to execute the corresponding change order with the design-

build contractor resulting in an increase of \$1,268,345 for a revised contract amount of \$17,553,345 and add 15 days for a revised contract completion date of November 24, 2017.

- 6.6 **SOCCCD: Irvine Valley College Liberal Arts Building Project, Notice of Completion, Swinerton Builders**
Authorize filing the Notice of Completion for the Irvine Valley College Liberal Arts Building project to Swinerton Builders for a final amount of \$9,339,041.
- 6.7 **SOCCCD: Conflict of Interest – Biennial Code Review and Amendment**
Approve the revised Conflict of Interest Code, subject to the review and approval by the Orange County Board of Supervisors.
- 6.8 **SOCCCD: Academic Personnel Actions – Regular Items**
Approve New Personnel Appointments, Additional Compensation: General Fund, Additional Compensation: Categorical/Non-General Fund, Reorganization, Reclassification, Workload Banking, Reduced Workload Program with STRS Retirement, Resignation/Retirement/Conclusion of Employment.
- 6.9 **SOCCCD: Classified Personnel Actions – Regular Items**
Approve New Personnel Appointments, Authorization to Eliminate Classified Position and/or Position Numbers, Authorization to Establish and Announce a Classified Position, Reclassification, Reorganization, Change of Status, Out of Class Assignments, General Leave of Absence, Resignation/Retirement/Conclusion of Employment, Volunteers.
- 6.10 **SOCCCD: Employment Agreement – Dr. Debra L. Fitzsimons, Interim Chancellor**
Approve the contract of Dr. Debra L. Fitzsimons to serve as Interim Chancellor.

7.0 REPORTS

- 7.1 **SOCCCD: Irvine Valley College and Saddleback College Foundation Financial Reports**
Executive Directors of Irvine Valley and Saddleback College Foundations will provide summary information on the accomplishments FY 2015-2016, financial summary, and highlights of major initiatives planned FY 2015-2016.
- 7.2 **SOCCCD: 2017 Teacher of the Year Recognition Ceremony**
Information on OC Teachers of the Year program. The nominees being honored from SOCCCD are Claire Cesareo, Anthropology Professor from Saddleback College and Rebecca Beck, ESL Professor from Irvine Valley College.

- 7.3 **SOCCCD: Technology Plan**
Accept for review and study the proposed SOCCCD Technology Plan.
- 7.4 **Saddleback College and Irvine Valley College Responses to ITT Tech Closure**
Report to provide actions to support displaced students from ITT Tech.
- 7.5 **Saddleback College and Irvine Valley College: Speakers**
A listing of speakers for events and/or classes at Saddleback College and Irvine Valley College.
- 7.6 **SOCCCD: Basic Aid Report**
Report on projected receipts and approved projects.
- 7.7 **SOCCCD: Facilities Plan Status Report**
Status of current construction projects.
- 7.8 **SOCCCD: Monthly Financial Status Report**
The reports display the adopted budget, revised budget and transactions through July 31, 2016 and August 31, 2016.
- 7.9 **SOCCCD: Retiree (OPEB) Trust Fund**
Report is for the period ending July 31, 2016

8.0 REPORTS FROM ADMINISTRATION AND GOVERNANCE GROUPS

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

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

9.0 ADDITIONAL ITEMS

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

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Legislative and Advocacy Overview

ACTION: Presentation/Discussion

BACKGROUND

South Orange County Community College District employs the services of McCallum Group, Inc. as a state legislative advocate and Capitol Advocacy Partners as a federal legislative advocate. These advocates work with the Executive Director of Public and Government Affairs to assist the district and colleges in: monitoring and taking positions on legislative bills, policy, and budget initiatives; advocating for funding and economic development opportunities; and advancing the goals and reputation of the district and colleges.

STATUS

Tere Fluegeman, the Executive Director of Public and Government Affairs, Mark MacDonald, State Legislative Advocate from McCallum Group Inc., and Dana DeBeaumont, Federal Legislative Advocate from Capitol Advocacy Partners, will present a brief overview of legislative and advocacy efforts on behalf of the district and colleges.



SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

SADDLEBACK COLLEGE ♦ IRVINE VALLEY COLLEGE ♦ ATEP

Legislative and Advocacy Efforts



Tere Fluegeman – Executive Director, Public and Government Affairs

Mark MacDonald – State Legislative Advocate, McCallum Group

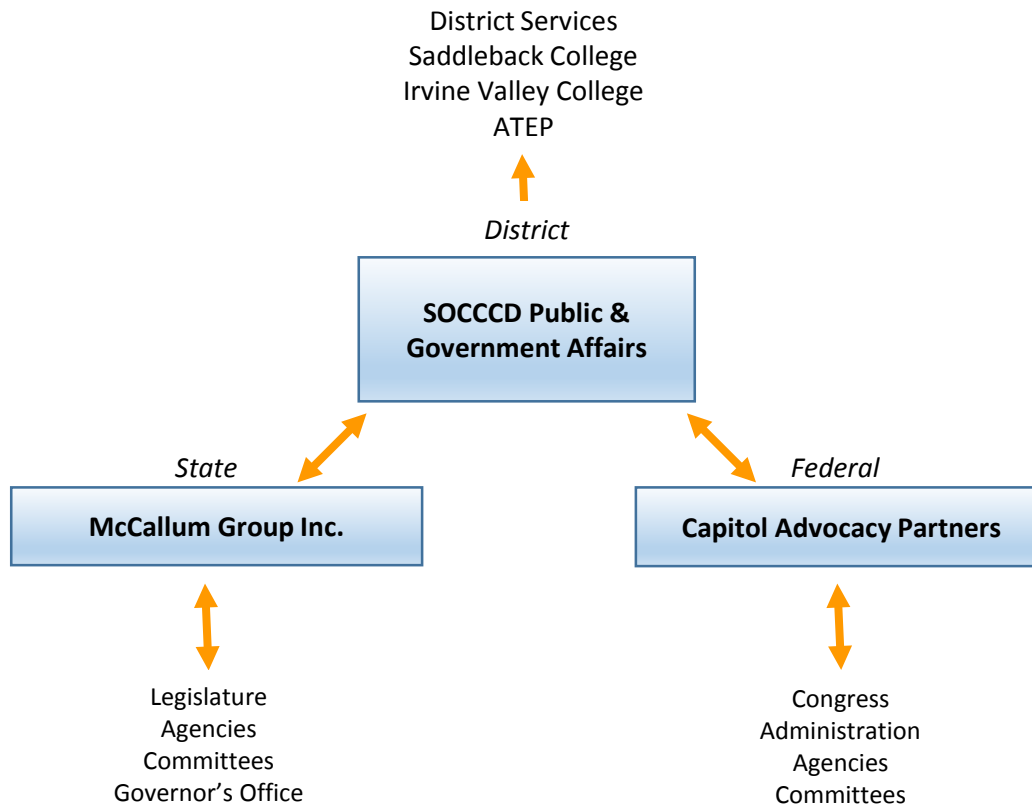
Dana DeBeaumont – Federal Legislative Advocate, Capitol Advocacy Partners

September 26, 2016

EXHIBIT A
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Who We Are





What We Do

Promote and advance district and colleges

- Build relationships with stakeholders
- Conduct visits – local, state, federal

Monitor legislation

- Opportunities to influence language
- Take support or oppose positions
- Provide costs and technical input from the field

Advocacy - legislation, grants, initiatives and policy

- State – mostly legislation; some grants
- Federal – mostly grants; some legislation



This Year

Promote and advance district and colleges

- Rep. Walters' office – campus tours
- Rice Diversity Award – SC Vets
- President Burnett – 4 days in DC

Monitor legislation

- State: Cal grants, promise grants, priority registration, mental health
- Federal: Year Round Pell, Higher Education Act
- Costs/technical input from the field

Advocacy - legislation, grants, initiatives and policy

- State – faculty funding budget fix, veterans advocacy day in Sac
- Federal grants– Dept. of Ed/AANAPISI (\$1.5m), National Science Foundation, Dept. of Labor - TechHire and America's Promise
- SC/IVC Vet Center directors - DC



State Overview





Who We Are

- South Orange County CCD's "Eyes, Ears and Voice" in and around the Capitol
- Every session thousands of bills are introduced and a separate budget track leads to numerous policy proposals
- California community colleges are the most highly regulated system in the country

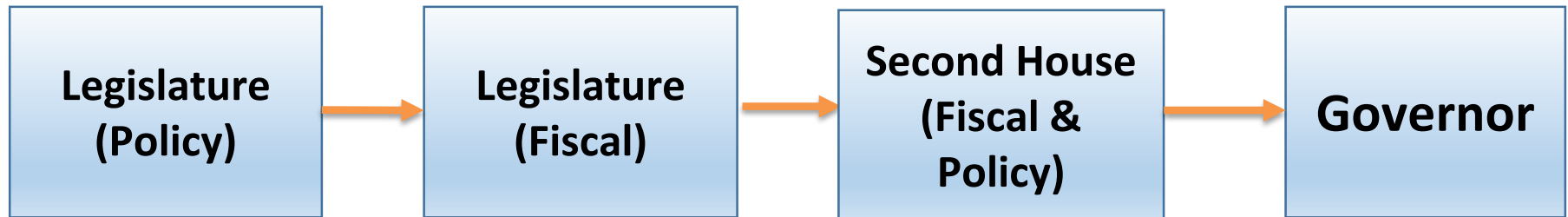


Budget Process





Legislative Process





Focus on South Orange County CCD

- Basic Aid
- Full-time faculty language
- District Goals and Directions
- Americas Promise grant letter of support



This Year's Success - Budget

- \$200 million in funding for strong workforce initiative
- Language on streamlined curriculum approval and curriculum portability
- Distribution of Strong Workforce funding – 60%/40%
- \$184.6 million in Deferred Maintenance/Instructional equipment
- \$15 million for the California Community College Promise program (AB 1741)
- \$25 million for Innovation Awards
- Restoration of CalWORKS (\$8.68 million), part-time faculty office hours (\$3.66 million) and MESA and Puente (\$2.37 million) programs



This Year's Legislation

- AB 526 (Holden) – Dual Enrollment
- AB 1741 (Rodriguez) – Community College Promise
- AB 2017 (McCarty) – Mental Health
- SB 66 (Leyva) – CTE Alignment
- SB 906 (Beall) – Priority Enrollment
- SB 1406 (Mendoza) – Accessibility Lawsuits



Next Year's Themes

- Community College Promise
- Veteran's Affairs
- Full-Time Faculty & Part-Time Faculty
- Campus Safety
- Mental Health
- Basic Skills/FTES for Tutoring
- Dual Enrollment/Pathways
- Accreditation – Legislature & BOG



Next Year's Politics

- Same Governor focused on fiscal restraint
- New Chair of the Senate Education Committee
- New Chief Consultant to the Senate Education Committee
- New Senate Budget Chair
- New Chair to the Senate budget Subcommittee on Education



Facilities Bond Measure

- \$9 Billion General Obligation Bond
- Qualified as K-14 Statewide Ballot Measure – November 2016
- \$2 Billion for CA Community Colleges facilities
- Governor has not indicated that he is opposed to the measure, but has not come out in support, nor is he likely to
- They have a \$10 million campaign budget and have collected \$7 million to this point
- Recent polling has the measure at about 62% support



Federal Overview





Who We Are

Active voice and advocate for District

- Congress, Agencies, Administration

Grants

- Research programs
- Understand requirements & Agency priorities
- Build relationships
- Position colleges
- Congressional support
- Plan ahead to fill college priorities - HRSA FY 2017 Behavioral Health Paraprofessionals, Diversity in Nursing

Legislation

- Examine, track, recommend positions, draft letters

SOCCCD as a resource to federal decision makers



Strategic Success

Grants

- Saddleback College: \$2.75 million TAACCCT DOL, \$300,000 NSF INCLUDES Pilot
- Irvine Valley College: \$1.5 million AANAPISI DOE
 - Invited to Second Annual DOE Convening of Minority Serving Institutions
- Pending: Saddleback America's Promise, NSF S-STEM, HRSA Health Resource and Training

Legislation

- In-state tuition for veterans
- Year-round PELL



Looking Ahead

Presidential election

Changes in Congress

Focus in DC

- Higher Education and Perkins Reauthorizations
- College Affordability, Completion & Job Placement
- Certificate/Credentials and Ladders of Opportunity
- Institution Accountability/Risk Sharing

Targeting funding opportunities

- ATEP programs, Health Sciences, STEM, Student Veterans

Requires planning, consistent effort



“We are what we repeatedly do. Excellence is not an act, but a habit.”
- Will Durant



Questions?

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

Minutes from:

August 22, 2016 Regular Meeting of the Board of Trustees (Exhibit A)
September 13, 2016 Special Meeting of the Board of Trustees (Exhibit B)

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
August 22, 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, Interim Chancellor
C.M. Brahmbhatt, Acting Vice Chancellor, Business Services
Robert Bramucci, Vice Chancellor, Technology and Learning Services
David Bugay, Vice Chancellor, Human Resources
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.***

1.3 Hold Public Hearing – Saddleback College Student Discipline

Pursuant to a student's request, the Board conducted a public hearing to hear from the student why they 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

On a 7 to 0 vote, the board approved the appointment of Dr. Debra Fitzsimons as the Interim Chancellor subject to approval of a mutual agreement on an employment contract.

On a 7 to 0 vote, the board approved a general unpaid leave of absence without benefits for three months for a full-time classified employee to serve as an adjunct counselor at Saddleback College.

On a 7-0 vote, the board approved a general unpaid leave of absence with

benefits for two months for a full-time classified employee at Saddleback College.

On a 7-0 vote, the board approved a general leave of absence of seven LHE hours for the fall semester to a full-time faculty member at Irvine Valley College with the stipulation that the hours will be made up within the next three semesters subject to agreement of faculty negotiation.

On a 7-0 vote, the board approved a settlement agreement for the sum of \$1,080,000 as a credit to the District on contract sums previously withheld by Swinerton Builders.

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.***

One public comment in support of ASG of IVC budget. One public comment opposing the proposed action on the student discipline matter.

Item 6.3 was advanced ahead of oral reports.

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

Executive District Director, Fiscal Services/Comptroller Kim McCord, Vice Chancellor, Technology and Learning Services Bob Bramucci and Executive District Director, Facilities/Purchasing/Materials Brandye D'Lena presented 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.

Interim Chancellor Debra Fitzsimons and Construction Manager Mary Opel, presented the results of the study. The purpose of the study was to analyze parking at Saddleback College, Irvine Valley College, and ATEP and make recommendations to inform planning.

Items 6.1 and 6.2 were advanced ahead of the consent calendar.

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 Lang requested to remove items 5.4 and 5.19, Trustee Jay requested to remove item 5.5, Trustee Wright requested to remove item 5.6 and Trustees Jemal and Jay requested to remove item 5.14 from the consent calendar for separate discussion and action.

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 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.

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

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.

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

At 8:57 p.m., Trustee Prendergast made a motion, seconded by Trustee Wright, to extend the meeting to 9:30 p.m. The motion passed on a 7-0 vote.

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.

On a motion made by Trustee Lang and seconded by Trustee Wright, this item was approved on a 7-0 vote with a minor correction to the exhibit.

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.

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

- 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.

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

6.0 GENERAL ACTION ITEMS

- 6.1 **SOCCCD: Adopt Budget for Fiscal Year 2016-2017**
Approve the FY 2016-2017 Adopted Budget.

On a motion made by Trustee Lang and seconded by Trustee Wright, this

item was approved on a 7-0 vote.

6.2 Irvine Valley College and Saddleback College: Adopt Student Government Budgets FY 2016-2017

Approve the FY 2016-2017 adopted student government budgets.

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

At 9:26 p.m., Trustee Prendergast made a motion, seconded by Trustee Wright, to extend the meeting to 10 p.m. The motion passed on a 7-0 vote.

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.

A motion was made by Trustee Prendergast, seconded by Trustee Milchiker, to amend the recommendation to be for a suspension for the Fall semester and prior to enrollment in the Spring semester the student identified will meet with Vice President of Student Services, Dr. Juan Avalos, to develop a behavior contract conditional to the enrollment for the Spring semester. The motion was approved on a 7-0 vote with Student Trustee Forde abstaining.

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.

A replacement page was submitted to reflect missing information on the last two paragraphs under the "Status" heading.

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

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.

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

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.

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

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.

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

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.

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

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.

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

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.

A correction was made to Exhibit A, B.2, pg. 5, and C.3.a, pg. 6. Item B.1, pg. 5, was pulled and will be submitted on the next board agenda.

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

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.**

The meeting was adjourned at 9:45 p.m. in memory of Saddleback College student Navpreet Singh.


Debra L. Fitzsimons, Interim Chancellor

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

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF TRUSTEES
September 13, 2016**

PRESENT

Members of the Board of Trustees:

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

ABSENT

Barbara J. Jay, Member

Also present for the duration of the meeting were:

Debra Fitzsimons, Interim Chancellor
Robert Bramucci, Vice Chancellor Technology and Educational Services
David Bugay, Vice Chancellor, Human Resources
Glenn Roquemore, President, Irvine Valley College

CALL TO ORDER: 5:30 P.M.

1.0 PROCEDURAL MATTERS

1.1 Call To Order

1.2 Public Comments

*Members of the public may address the Board on items set forth on the agenda. **Speakers are limited to up to two minutes each.***

There were no requests to address the Board.

1.3 Invocation

Led by Trustee Tim Jemal

1.4 Pledge of Allegiance

Led by Trustee David Lang

2.0 DISCUSSION ITEMS

- 2.1 SOCCCD: The Board of Trustees will consider items associated with its search of the next Chancellor of the District, including the consideration of a firm to assist the District in conducting a nationwide search. The board will deliberate on which firm offered the best proposal and would serve the district most productively.

Interim Chancellor Fitzsimons provided an overview of the RFP search firm process. The Board interviewed two consulting firms, Community College Search Services (CCSS) and Professional Personnel Leasing, Inc. (PPL, Inc.).

John Romo from CCSS presented a ten minute report to the Board.

Mr. Romo responded to Trustees' comments and questions.

Dr. Guy Lease and Dr. Dean Colli from PPL., Inc., presented a ten minute report to the Board.

Dr. Lease and Dr. Colli responded to Trustees' comments and questions.

The Board was instructed to independently score each presentation and to verify that all five questions on the scoring sheets were scored and totaled. Interim Chancellor Fitzsimons requested that the scoring sheets be collected and tallied. She announced that reference checks will be conducted next and that the contract agreement for the firm who is selected as the finalist will be ratified at the regular board meeting on September 26, 2016.

2.2 **Public Comments**

*Members of the public may address the Board on items listed to be discussed in closed session. **Speakers are limited to up to two minutes each.***

There were no comments.

At 7:02 p.m., Trustee Prendergast moved that the Board recess to closed session for the purpose of discussing anticipated litigation. The motion was seconded by Trustee Wright.

3.0 RECESS TO CLOSED SESSION FOR DISCUSSION OF THE FOLLOWING:

- 3.1 Anticipated Litigation Pursuant to Government Code section 54956.9(d)(2) and (e)(1) (one case)


4.0 RECONVENE IN PUBLIC SESSION

4.1 Announcement from Closed Session

There was no report of action from Closed Session.

ADJOURNMENT

The meeting was adjourned at 8:22 p.m. No action was requested or taken.



Debra L. Fitzsimons, Interim Chancellor

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College, Wireless Access Points Installation Project, Award of Bid No. 2054, T and D Communications, Inc.

ACTION: Approval

BACKGROUND

On August 25, 2014, the Board of Trustees approved \$738,000 in basic aid funding for the Wireless Coverage Expansion project to be distributed between both colleges with \$466,319 allocated to Saddleback College.

Saddleback College intends to install additional wireless access points campus-wide as a first step toward improving student, faculty, and staff wireless internet access.

STATUS

On May 31, 2016 and June 7, 2016, SOCCCD ran newspaper advertisements requesting bids for the Wireless Access Points Installation project. The request for bids was also posted on the district web site. On June 7, 2016, nine potential bidders attended the mandatory job walk. Seven bids were received on June 23, 2016. The lowest bid (EXHIBIT A) meeting all specification requirements was submitted by T and D Communications, Inc., in the amount of \$107,457. Saddleback College staff has reviewed the bids and recommends approval.

Funds are available in the approved project budget of \$738,000 with \$466,319 allocated to Saddleback College.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees award Bid No. 2054, Wireless Access Points Installation project and approve the agreement (EXHIBIT B) with T and D Communications, Inc., in the amount of \$107,457.

Bid No. 2054
Wireless Access Points Installation Project
Saddleback College

September 26, 2016

<u>CONTRACTORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
**X ACT Technology Solutions	Irvine, CA	\$ 84,948.00
*T& D Communications, Inc.	Riverside, CA	\$107,457.00
M. B. Herzog Electric, Inc	Paramount, CA	\$109,704.00
PTI Solutions	McClellan, CA	\$111,661.50
D4 Solutions	Santa Ana, CA	\$113,743.38
Inter-Pacific, Inc.	Tustin, CA	\$117,020.00
CNS	Burbank, CA	\$140,256.20

***RECOMMENDED AWARD**

****DID NOT MEET BID SPECIFICATIONS**

**AGREEMENT – CONSTRUCTION SERVICES, WIRELESS ACCESS POINT INSTALLATION,
SADDLEBACK COLLEGE, T AND D COMMUNICATIONS, Inc.**

THIS AGREEMENT, dated the _____ day of _____, 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 T and D Communications, Inc., 4145 Indus Way, Riverside, CA 92503, (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 Wireless Access Points Installation according to all the terms and conditions set forth in the Project Documents, including but not limited to the Notice Calling For Bids, Information for Bidders, Bid Form, Bid Security, Designation of Subcontractors, all prequalification forms submitted pursuant to Public Contract Code Section 20651.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Change Orders, Shop Drawing Transmittals, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR'S Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, General Conditions, Supplemental Conditions, if any, Special Conditions, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

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 One hundred seven thousand four hundred fifty-seven dollars (\$107,457).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within one hundred twenty (120) consecutive calendar days from the date specified in the Notice to Proceed.

5. **Time is of the essence.** If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. It being impractical and infeasible to determine the amount of actual damage, in accordance with Government Code Section 53069.85, it is agreed that CONTRACTOR shall pay to DISTRICT as fixed and liquidated damages, and not as a penalty, the sum of One Thousand Dollars (\$1000) for each calendar day of delay until work is completed and accepted. Time extensions may be granted by the DISTRICT as provided in Article 64 of the General Conditions. Liquidated damages shall be imposed as set forth in Article 64 of the General Conditions.

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

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

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

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

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

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

(a) Liability for (1) death or bodily injury to persons; (2) damage or injury to, loss (including theft), or loss of use of, any property; (3) any failure or alleged failure to comply with any provision of law or the Contract Documents; or (4) any other loss, damage or expense, sustained by any person, firm or corporation or in connection with the Work called for in this Agreement or the Contract Documents, except for liability resulting from the sole or active negligence, or the willful misconduct of the District.

(b) Any bodily injury to or death of persons or damage to property caused by any act, omission or breach of Contractor or any person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages or injury to or death of persons, loss (including theft) or loss of use of any property, sustained by any person, firm or corporation, including the District, arising out of or in any way connected with Work covered by this Agreement or the Contract Documents, whether said injury or damage occurs either on or off District property, but not for any loss, injury, death or damages caused by the sole or active negligence or willful misconduct of the District.

(c) Any dispute between Contractor and CONTRACTOR'S subcontractors/supplies/ Sureties, including, but not limited to, any failure or alleged failure of the Contractor (or any person hired or employed directly or indirectly by the Contractor) to pay any Subcontractor or Material supplier of any tier or any other person employed in connection with the Work and/or filing of any stop notice or mechanic's lien claims.

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

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

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

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

Public Liability Insurance for injuries
including accidental death, to any one

person in an amount not less than \$2,000,000

Subcontractors of every tier \$1,000,000

and

Subject to the same limit for each person on
account of one accident,
in an amount not less than \$2,000,000

Subcontractors of every tier \$1,000,000

Property Damage Insurance
in an amount not less than \$2,000,000

Subcontractors of every tier \$1,000,000

Course of Construction
Insurance without exclusion
or limitation in an
amount not less than \$2,000,000

Excess Liability Insurance (Contractor only) \$2,000,000

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

Automotive and truck where operated in amounts as above

Material hoist where used in amounts as above

Waiver of Subrogation

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

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

Additional Insured Endorsement Requirements.

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

insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. The additional insured endorsement shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion. If the additional insureds have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Contractor must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

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

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

11. Prevailing Wages. Wage rates for this Project shall be in accordance with the general prevailing rate of holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of work needed to execute the Contract as determined by the Director of the Department of Industrial Relations. Copies of schedules of rates so determined by the Director of the Department of Industrial Relations are on file at the administrative office of the District and are also available from the Director of the Department of Industrial Relations. Monitoring and enforcement of the prevailing wage laws and related requirements will be performed by the Labor Commissioner/ Department of Labor Standards Enforcement (DLSE). The following are hereby referenced and made a part of this Agreement and Contractor stipulates to the provisions contained therein: (1) Chapter 1 of Part 7 of Division 2 of the Labor Code (Section 1720 et seq.); and (2) California Code of Regulations, Title 8, Chapter 8, Subchapters 3 through 6 (Section 16000 et seq.)

12. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of California, and that Ed Coleman, whose title is Chief Executive Officer, is authorized to act for and bind the corporation.

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

14. This Agreement constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. This Agreement can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the District. This Agreement shall be governed by the laws of the State of California.

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

“DISTRICT”

South Orange County Community College District

By: _____
Debra L. Fitzsimons
Interim Chancellor

“CONTRACTOR”

T and D Communications, Inc.

By: _____
Signature

Print Name

Title

CONTRACTOR’S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College PE Sewer Ejector Project Bid No. 2046, Notice of Completion, MMC, Inc.

ACTION: Approval

BACKGROUND

On April 25, 2016 the Board of Trustees approved a \$274,000 construction contract with MMC, Inc. Funding was from the Saddleback College General Fund. Staff recommends ratification of a deductive change order of \$26,987.64 for a new contract total of 247,012.36 at this September 26, 2016.

STATUS

Contract work is complete. Staff recommend that a Notice of Completion (EXHIBIT A) be filed for the Saddleback College PE Sewer Ejector project.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing of the Notice of Completion (EXHIBIT A) for Saddleback College PE Sewer Ejector project to MMC, Inc., for a final contract amount of \$247,012.36. It is also recommended that the Board of Trustees authorize the release of retention 35 days after filing.

Recording Requested
By and Mail to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 Marguerite Parkway
Mission Viejo, California 92692
Attn: 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: PE SEWER EJECTOR PROJECT at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 25th day of April 2016, which contract was made with MMC, INC., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 26th day of September 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 ALLIED WORLD INSURANCE COMPANY, NEW HAMPSHIRE; 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 _____
Debra L. Fitzsimons
Interim 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 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, Interim Chancellor

RE: SOCCCD: Irvine Valley College, Classroom B230 Renovation Project, Award of Bid No. 318, A2Z Construct, Inc.

ACTION: Approval

BACKGROUND

On August 25, 2014, the Board of Trustees approved basic aid for Irvine Valley College B200 Renovation of Classroom Wing and Labs project. Irvine Valley College has applied a portion of this allocation for the Classroom B230 Renovation project.

STATUS

On July 18 and July 25, 2016, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College Classroom B230 Renovation project. The request for bids was also posted on the district website. On July 27, 2016, eleven bidders attended the mandatory job walk. Five bids were received on August 3, 2016. The lowest bid meeting all specification requirements was submitted by A2Z Construct, Inc. of Rancho Santa Margarita, CA, in the amount of \$121,500 (EXHIBIT A). Irvine Valley College staff has reviewed the bids and recommends approval.

Basic aid funds are available in the approved project budget of \$400,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees award Bid No. 318, Irvine Valley College Classroom B230 Renovation project and approve the agreement (EXHIBIT B) with A2Z Construct, Inc. of Rancho Santa Margarita, CA, in the amount of \$121,500.

Bid No. 318
Classroom B230 Renovation Project
Irvine Valley College

September 26, 2016

<u>CONTRACTORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
*A2Z Construct, Inc.	Rancho Santa Margarita, CA	\$121,500
RT Contractor Corp.	Garden Grove, CA	\$140,000
St. George Groupe, Inc.	Ontario, CA	\$144,958
Robert D. Gosney Construction	Hesperia, CA	\$269,840
Minako America, Corp. dba Minco Corp.	Gardena, CA	\$477,400

***Recommended Award**

AGREEMENT – CONSTRUCTION SERVICES, CLASSROOM B230 RENOVATION PROJECT, IRVINE VALLEY COLLEGE, A2Z CONSTRUCT, INC.

THIS AGREEMENT, dated the 26th day of September 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 A2Z Construct, Inc., 63 Via Gatillo, Rancho Santa Margarita, CA 92688, 949.283.5179, (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 - Classroom B230 Renovation Project - District Bid #318 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 One Hundred Twenty-One Thousand Five Hundred Dollars (\$121,500) 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 318 Classroom B230 Renovation Project
Irvine Valley College
September 26, 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:

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(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

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September 26, 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

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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 Matthew Jafari, 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

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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”
South Orange County Community College District

“CONTRACTOR”
A2Z Construct, Inc.

By: _____
Debra L. Fitzsimons
Interim Chancellor

By: _____
Matthew Jafari
President

Date: _____

Date: _____

739539
CONTRACTOR’S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Liberal Arts Audio/Visual Material and Installation Project, Notice of Completion, ELB (US) Inc.

ACTION: Approval

BACKGROUND

On July 18, 2016, the Board of Trustees ratified a \$100,727 agreement with ELB (US) Inc. for the Irvine Valley College Liberal Arts Audio/Visual Material and Installation project.

STATUS

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College Liberal Arts Audio/Visual Material and Installation project.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Irvine Valley College Liberal Arts Audio/Visual Material and Installation project to ELB (US) Inc., for a final amount of \$100,727. It is also recommended that the Board of Trustees 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: LIBERAL ARTS AUDIO/VISUAL MATERIAL AND INSTALLATION PROJECT at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 1st day of July, 2016, which contract was made with ELB (US) Inc., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 26th day of September 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 AMERICAN CONTRACTORS INDEMNITY COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____
Debra L. Fitzsimons
Interim Chancellor

Dated _____

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by 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, Interim Chancellor

RE: SOCCCD: Irvine Valley College, Campus Safety Building - Backup Generator Project, Award of Bid No. 323, AMTEK Construction

ACTION: Approval

BACKGROUND

Irvine Valley College has determined a need to install a backup generator at the Campus Safety Building. The generator will provide an independent source of power for important life/safety systems upon loss of normal power supply.

STATUS

On July 15 and July 22, 2016, SOCCCD ran a newspaper advertisement requesting bids for the Irvine Valley College Campus Safety Building - Backup Generator project. The request for bids was also posted on the district website. On July 26, 2016, seventeen bidders attended the mandatory job walk. Three bids were received on August 5, 2016 and the lowest bid meeting all specification requirements was submitted by AMTEK Construction of Whittier, CA, in the amount of \$372,730 (EXHIBIT A). Irvine Valley College staff has reviewed the bids and recommends approval.

Funds are available in the Irvine Valley College general fund.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees award Bid No. 323, Irvine Valley College Campus Safety Building - Backup Generator project and approve the agreement (EXHIBIT B) with AMTEK Construction of Whittier, CA, in the amount of \$372,730.

Bid No. 323
Campus Safety Building - Backup Generator Project
Irvine Valley College

September 26, 2016

<u>CONTRACTORS</u>	<u>LOCATION</u>	<u>AMOUNT</u>
Global Power Group, Inc.	Lakeside, CA	\$310,900.00
*AMTEK Construction	Whittier, CA	\$372,300.00
BWW & Company	Redlands, CA	\$380,716.94

***Recommended Award**

**AGREEMENT – CONSTRUCTION SERVICES, CAMPUS SAFETY BUILDING - BACKUP
GENERATOR PROJECT, IRVINE VALLEY COLLEGE, AMTEK CONSTRUCTION**

THIS AGREEMENT, dated the 26th day of September 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 AMTEK Construction, 12409 Slauson Ave, Suite "I", Whittier CA 90606, 562.696.7111, (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 - Campus Safety Building-Backup Generator Project - District Bid #323 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 Three Hundred Seventy-Two Thousand Seven Hundred Thirty Dollars (\$372,730).

4. The work shall be commenced on the date of the DISTRICT'S Notice to Proceed and shall be completed within hundred (100) consecutive calendar days from the date specified in the Notice to Proceed.

Bid 323 Campus Safety Building-Backup Generator Project
Irvine Valley College
September 26, 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 323 Campus Safety Building-Backup Generator Project
Irvine Valley College
September 26, 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.

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Public Liability Insurance for injuries

Bid 323 Campus Safety Building-Backup Generator Project
Irvine Valley College
September 26, 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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Property Damage Insurance 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

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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 Steven Sayce, 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

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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

AMTEK Construction

By: _____

Debra L. Fitzsimons
Interim Chancellor

By: _____

Steven Sayce
President

Date: _____

Date: _____

490382

CONTRACTOR'S License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Health Center - Concessions Project, Design-Build Criteria Architectural Services, IBI Group

ACTION: Approval

BACKGROUND

On August 22, 2016, the Board of Trustees adopted a resolution authorizing the use of design-build procurement for the Irvine Valley College Health Center - Concessions project.

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 October 29, 2015, SOCCCD issued an RFP to the Architectural Services Pool for criteria and programming architect for IVC Health Center – Concessions project using design-build procurement.

On November 24, 2015, two proposals (EXHIBIT A) were received. District and college staff evaluated the submittals and both firms were invited to interview. IBI Group is recommended for the Criteria and Programming Architect agreement (EXHIBIT B) in the amount of \$152,912.

Basic aid funds for these services are available within the approved project budget of \$5,338,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the IBI Group agreement (EXHIBIT B) for Criteria Architectural Services for the Irvine Valley College Health Center - Concessions project in the amount of \$152,912.

**RFP for Criteria and Programming Architect for Design-Build Procurement
IVC Health Center - Concessions
South Orange County Community College District**

September 26, 2016

<u>Company Name</u>	<u>City</u>	<u>Submitter's Name</u>
*IBI Group	Los Angeles, CA	David Kartnal
tBP/Architecture, Inc.	Newport Beach, CA	Gary P. Moon

***Recommended Firm**

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AGREEMENT - ARCHITECTURAL SERVICES, Health Center – Concessions Project, IVC, IBI Group

This AGREEMENT is made and entered into this 1st day of October in the year 2016 between **South Orange County Community College District**, 28000 Marguerite Parkway, Mission Viejo, California 92692, hereinafter referred to as "DISTRICT", and IBI Group, 315 West 9th Street, Suite 500, Los Angeles, CA 90015, hereinafter referred to as "ARCHITECT";

WHEREAS, DISTRICT desires to obtain criteria architectural services for Irvine Valley College and Health Center – Concessions Project, more fully defined per the attached Exhibit 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 professional standards of care, 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 David Chow, as Project Executive, and a management team of Tom Moore as Principal in Charge/Project Architect, Craig Atkinson as Principal Architect, Osleide Walker as Design/Programming Lead and Danny Chan 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 Exhibit A, and include civil, structural, mechanical, electrical, landscape engineering services, and furniture, fixture and equipment consultation services and cost estimating services. Criteria and Programming verification 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.** At the conclusion of Phase 1, the ARCHITECT submitted to the DISTRICT a written probable statement of cost for the construction of the project. During Phase 2, the ARCHITECT 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. During the bidding phase, the construction cost shall be determined by the Best Value bid.
- 2.8. **BIM.** The ARCHITECT and their consultant shall assist the DISTRICT in updating the BIM Standards to a level of current industry practices and 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 in the future and which are applicable to the PROJECT.

- 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 investigate existing conditions or facilities 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 approve or 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. 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 60 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 60 visits as an additional service. On the basis of his/her on-site observations and inspections 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 and inspections 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 Exhibit 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 and DISTRICT'S payment of all sums due to ARCHITECT.
- 4.2. **Term.** Services under this Agreement shall be diligently performed by the ARCHITECT for 39 months based upon the current projected construction duration of 13 months which includes final completion. The post-construction building warranty inspection will take place as discussed in Exhibit 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 Exhibit "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 of 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 occurrence and One Million dollars (\$1,000,000) project specific 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	\$ 45,114
b.	Task 2 – Design-Build Selection & Design Oversight	\$ 28,896
c.	Task 3 – Construction Observation & Closeout	\$ 73,902
d.	FEE TOTAL	\$147,912
e.	Reimbursable Cost	\$5,000
f.	TOTAL	\$152,912

- 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 Exhibit B are services included in the ARCHITECT'S compensation for Services as set forth in Article 2 and Exhibit 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 Exhibit 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 all 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 future 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
Tom Moore
Principal in Charge
IBI Group
315 West 9th Street, Suite 600
Los Angeles, CA 90015
tmoore@ibigroup.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 exhibits attached 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.

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

“DISTRICT”

“ARCHITECT”

South Orange County Community College District

IBI Group

Dr. Debra L. Fitzsimons
Interim Chancellor

Name
Title

(Date)

(Date)

(Taxpayer number)

EXHIBIT 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:

<u>Description</u>	<u>Responsibility</u>
<u>Criteria Architect</u>	
Project Description and Criteria	Criteria Architect
Sustainability Standards	Criteria Architect
Updated BIM Standards	Criteria Architect and District
Design-Build Entity's Reference Documents	Design Build Project Consultant, Criteria Architect and District
Prequalification Questionnaire	Criteria Architect and District
<u>District</u>	
Development Master Plan	District
Utility Survey Information	District Civil Consultant
District-wide Signage Standards	District/College Facilities
Technical Hazardous Material Abatement Consultant Specifications	DISTRICT'S Environmental
Entry to Property Agreement	District
Design-Build Entity's Reference Documents	Design Build Project Consultant, District and Criteria Architect
<u>Design-Build Project Consultant</u>	
Integrated Project Delivery	Design-Build Project Consultant
Prequalification Questionnaire	Design-Build Project Consultant
Rules for Interview and Negotiations	Design-Build Project Consultant
Specific Design-Build Proposal Requirements	Design-Build Project Consultant
Proposal Evaluation Factors, Scoring and Ranking Methodology	Design-Build Project Consultant
Design-Build Entity's Reference Documents	Design-Build Project Consultant, and Criteria Architect
<u>Design-Build Legal Counsel</u>	
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

Completed during Phase 1.

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 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.

B. 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.

C. 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. 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.

EXHIBIT 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>IBI GROUP</u>	<u>Fee Per Hour</u>
Director	\$227
Principal/Project Manager	\$195
Asst PM/Project Architect	\$183
Design Architect	\$157
Staff Architect	\$151
BIM Manager	\$145
Program Assistant	\$126
Job Captain	\$126
GADD Support	\$88
Clerical Support	\$63
<u>KPFF**</u>	
Principal	\$195
Senior Civil Engineer	\$175
Project Manager	\$160
Senior CAD Designer	\$145
Project Engineer	\$130
Design Engineer	\$115
CAD Operator/Designer	\$110
Administrative Support	\$85
<u>THORNTON TOMASETTI**</u>	
Principal/Senior Vice President	\$275
Vice President	\$245
Senior Associate	\$215
Associate	\$195
Senior Project Engineer/Director	\$180
Master Modeler	\$170
Project Engineer/Director	\$160
Senior Engineer/Architect/Designer	\$145
Senior Building Information Modeler	\$145
Engineer/Architect/Designer	\$130
Building Information Modeler	\$110
Administrative Support	\$85
<u>POCOCK DESIGN SOLUTIONS**</u>	
Principal	\$175
Engineer	\$155
Project Manager	\$135
Designer	\$115
CAD Draftsperson	\$85
Clerical	\$70

FBA ENGINEERING**

Principal/Project Director	\$175
Associate/Project Manager	\$135
Construction Support	\$115
Electrical Designer	\$95
CAD Designer	\$80
CAD Operator	\$70
Technical Clerical	\$50

FONG HART SCHNEIDER**

Principal	\$175
Senior Associate	\$125
Associate	\$95
CAD Operator	\$75
Clerical	\$55

CUMMING**

Managing Director	\$195
Senior Cost Manager	\$175
Cost Manager	\$160
Clerical	\$65

** Indicates 10% administrative mark-up has been applied

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Emergency Phone / Mass Notification System Project, Notice of Completion, The Amergroup Inc.

ACTION: Approval

BACKGROUND

On May 12, 2016, the Board of Trustees approved a \$287,000 construction contract with The Amergroup Inc. for the Irvine Valley College Emergency Phone/Mass Notification System project.

STATUS

Contract work is substantially complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College Emergency Phone/Mass Notification System project.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Irvine Valley College Emergency Phone/Mass Notification System project to The Amergroup Inc. for a final amount of \$287,000. 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: EMERGENCY PHONE/MASS NOTIFICATION PROJECT at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 12th day of May, 2016, which contract was made with The Amergroup Inc., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 26th day of September 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 WESTERN SURETY COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____
Debra L. Fitzsimons
Interim Chancellor

Dated _____

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by 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, Interim 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 Interim Chancellor or college president and submitted to the Board prior to reimbursement of travel expenses or payment of honorarium.

RECOMMENDATION

The Interim 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>
6/7/16	Barbara Cox – Professional Development Event	Ali Kowsari	Professional Development in Global Trade & Logistics to CTE and Business/Entrepreneurship	Categorical Funds/Perkins \$232.80

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>
10/7/16 2:00 p.m.	Anissa Heard ASIVC Director, Student Life and Equity	Bruce Bishop	Parliamentary Procedures	\$500 ASIVC

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Student Out of State Travel

ACTION: Approval

BACKGROUND

The Saddleback College and Irvine Valley College are committed to offering high quality educational opportunities to their students which may include travel out of state for attendance at conferences and other activities which are in connection with courses of instruction or school-related social, educational, cultural, athletic, or college music activities and/or performances. Student travel shall follow the guidelines as listed in the board policy BP-6125 Student Travel: Field Trips and Excursions.

STATUS

The student out-of-state travel items listed in EXHIBIT A have been reviewed by college faculty and administration, along with appropriate business services staff for adherence to all requisite activities and conditions associated with student travel. Faculty and staff advisors traveling with students are listed along with the college, trip dates, location, costs and funding source related to the travel. For course related travel, the course name and catalog number are included along with course credit values.

Students and staff shall at all times adhere to the standards of conduct applicable to conduct on campus. Advisors will ensure all students have appropriate risk management forms completed.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees approve the student out-of-state travel for the participants, dates, locations, courses and costs as listed in EXHIBIT A.

Item Submitted By: *Dr. Glenn R. Roquemore, President, Irvine Valley College*
Dr. Tod A. Burnett, President, Saddleback College
C.M. Brahmbhatt, Vice Chancellor, Business Services, Temporary

Out of State Student Travel
September 26, 2016
Board of Trustees Meeting

Student Group Travel

Description of Trip, Location	Trip Dates Inclusive, to/from	Group, Club	No. of students	No. of faculty	Cost Per Student	College Cost	Total Cost (student plus college)	Funding Source(s)	College
National Model United Nations, Washington, D.C.	11/9/2016 to 11/13/2016	IVC United Model United Nations	20	3*	\$1,007.61 Per Person	\$1,673.04	\$24,848.07	ASIVC, Professional Development, IVC MUN Foundation, and Individual Contributions	IVC

*Note: Includes two faculty advisors and one contractor

Student Course Travel (Board approved curriculum)

Course Name and Catalog Number	Trip Dates Inclusive, to/from	Location of travel	Course fee per student (if appropriate)	Enrollment Capacity	Number of Units for course	Total Cost (Course Fee plus number of units)	College

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Trustees' Requests for Attending Conferences

ACTION: Approval

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

TRUSTEE ATTENDANCE AT CONFERENCES AND MEETINGS

Trustees wishing to attend:

EVENT/LOCATION	DATE(s)*	ESTIMATED COST** (per person)	TRUSTEE REQUESTED ITEM:	TRUSTEE(S) ATTENDING
CCLC Effective Trusteeship Workshop Sheraton Grand, Sacramento, CA	January 27- 29, 2017	\$1,665		
CCLC Annual Legislative Conference Sheraton Grand, Sacramento, CA	January 29- 30, 2017	\$1,665		

* The figure in parentheses is the estimated number of nights lodging

** The amount listed includes estimated airfare, lodging, meals, and other expenditures

Item Submitted By: *Debra L. Fitzsimons, Interim Chancellor*

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Annual renewal of Microsoft Campus Agreements with ComputerLand of Silicon Valley for District-wide Microsoft Software Use

ACTION: Approval

BACKGROUND

Microsoft software products are used extensively throughout the district.

The licensing agreement is renewed annually through an agreement with the Foundation for California Community Colleges (FCCC).

The Microsoft software licensing agreement was renewed in FY 2015-2016 with ComputerLand of Silicon Valley through an agreement with the Foundation for California Community Colleges (FCCC).

STATUS

The agreement for the period October 1, 2016 through September 30, 2017 represents year three of three for the existing agreement.

District Services IT staff recommends the renewal of the Microsoft Campus Licensing Agreement and seeks to renew with ComputerLand of Silicon Valley through the agreement with FCCC. The total purchase price of the annual Microsoft Campus Agreement for both Colleges and the District is \$218,836. Please see EXHIBITS A (District Services and Saddleback) and B (Irvine Valley College). Funds for this license renewal are available through both general expense accounts as well as board approved basic aid project funding.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the annual renewal of a software licensing agreement for the district-wide Microsoft Software Licensing for the period October 1, 2016 through September 30, 2017 with ComputerLand of Silicon Valley at a cost not to exceed \$218,836.



➤ Renewal Worksheet of Saddleback College

[PRINT](#)

Validated Renewal Worksheet for Campus Agreement Licensing

Saddleback College
Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2016 (Year 3 of 3)

Please use this quote to generate and submit your PO no later than **Friday, 16-Sep-2016** to insure a timely renewal for everyone. Effective date for this renewal is October 1, 2016 - September 30, 2017.

Purchase Order to be made payable to:

ComputerLand Silicon Valley
 482 West San Carlos Str.
 San Jose, CA 95110
 Federal Tax ID 77-0269631

Submit Purchase Order by fax or e-mail:

by FAX: **408-519-3260**
 by E-mail: syork@cland.com

• Choose a Desktop Bundle for Faculty and Staff

	Desktop Bundle for Faculty & Staff	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	Desktop for Education with <u>Enterprise CALs</u> consisting of:	\$59.50 \$57.50	✓	897	\$51,577.50

• Choose Optional Products Licensed per User or Device for Faculty/Staff

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Azure Active Directory Basic per fac/staff user	965-00002CFU	\$0.00	2000	\$0.00
2.	Exchange Enterprise CAL Services Order this part for the number of accounts needed if you have ordered Exchange Enterprise CALs AND need either of these included services: EOP = Exchange Online Protection: Is an online email filtering ser	6MV-00003CFU	\$0.00	2000	\$0.00
3.	Office 365 Education - per fac/staff user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmail) * SharePoint Online Plan 2 (online collaboration)	M6K-00001CFU	\$0.00	2000	\$0.00
4.	Office 365 Pro Plus add-on for faculty/staff (free with subscription to Office Pro Plus for all faculty/staff)	5XS-00003CFU	\$0.00	2000	\$0.00
5.	Project Professional per device	H30-00237CFU	\$64.00	40	\$2,560.00
6.	Skype for Business (formerly Lync) Server Plus CAL for ECAL (additive to ECAL suite) per device	YEG-00631CFU	\$9.00	30	\$270.00

7.	Visio Pro per device	D87-01057CFU	\$55.00	30	\$1,650.00
8.	Visual Studio Enterprise w/MSDN per user promo price (renewals only)	MX3-00251CFU	\$299.00	3	\$897.00
9.	Visual Studio Pro w/MSDN per user	77D-00110CFU	\$64.00	2	\$128.00
10.	Visual Studio Team Foundation Svr CAL per device	126-00156CFU	\$38.00	10	\$380.00
11.	Windows Remote Desktop Services (RDS) CAL per device	6VC-01251CFU	\$10.00	50	\$500.00
12.	Windows VDA per device (Windows Virtual Desktop Access for machines with no OS, e.g. thin clients)	4ZF-00019CFU	\$30.00	200	\$6,000.00

• **Choose Optional Products Licensed per User or Device for Students**

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Office 365 Education - per student user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmail) * SharePoint Online Plan 2 (online collaboration,	M6K-00001CSU	\$0.00	40000	\$0.00

• **Server License Options**

	Server License	Part Number	Item Price per License	Number of Licenses	Ext. Price
1.	Azure Monetary Commitment for usage - use for a variety of Azure services including spinning up VMs, storage, data transfer, etc.	6QK-00001CF	\$1,320.00	5	\$6,600.00
2.	Core Infrastructure Svr Suite Datacenter - Combines Windows Server Datacenter and System Center Data Center Licenses. 1 license covers 2 physical processors and unlimited OSEs/VMs on the licensed physical machine.	FUD-00936CF	\$516.00	3	\$1,548.00
3.	Forefront Identity Mgr Server Live Edition - (for Live@Edu deployment only - requires Win Svr Ext Connector & SQL per Core licensing)	7VC-00137CF	\$196.00	1	\$196.00
4.	Imagine Academy Subscription (formerly IT Academy)	54R-00098CF	\$1,555.00	1	\$1,555.00
5.	Project Server (requires CALs contained in Project Pro)	H22-00479CF	\$46.00	1	\$46.00
6.	SharePoint Server (requires SQL Svr)	H04-00232CF	\$526.00	9	\$4,734.00
7.	Skype for Business Server (formerly Lync Svr - CALs included in Desktop bundle)	5HU-00215CF	\$354.00	1	\$354.00
8.	SQL Server Enterprise Core - 2 Core license pack. You must license 4 cores minimum per physical processor on a standalone machine or 4 virtual cores minimum on a VM. License all physical cores to achieve maximum virtualization on the licensed machine, all	7JQ-00341CF	\$1,335.00	30	\$40,050.00
9.	Visual Studio Team Foundation Svr	125-00110CF	\$38.00	1	\$38.00
10.	Windows Server Datacenter - 2 processor (unlimited virtualization)	P71-07280CF	\$308.00	34	\$10,472.00
11.		R39-00374CF	\$196.00	10	\$1,960.00

	Windows Server External Connector - per physical host (needed for all Windows servers facing the internet OR, if student Windows Server CALs are not subscribed, needed for servers accessed by students off-campus or authenticating students on-campus or off				
12.	Windows Server Standard - 2 processor (up to 2 processors and 2 virtual machines per license)	P73-05897CF	\$51.00	8	\$408.00
					TOTAL \$131,923.50

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Renewal Worksheet of Irvine Valley College



Validated Renewal Worksheet for Campus Agreement Licensing

Irvine Valley College
Foundation for California Community Colleges (FCCC)
Microsoft Campus Agreement 2016 (Year 3 of 3)

Please use this quote to generate and submit your PO no later than **Friday, 16-Sep-2016** to insure a timely renewal for everyone. Effective date for this renewal is October 1, 2016 - September 30, 2017.

Purchase Order to be made payable to:

ComputerLand Silicon Valley
482 West San Carlos Str.
San Jose, CA 95110
Federal Tax ID 77-0269631

Submit Purchase Order by fax or e-mail:

by FAX: **408-519-3260**
by E-mail: syork@cland.com

• Choose a Desktop Bundle for Faculty and Staff

	Desktop Bundle for Faculty & Staff	Item Price (per FTE)	Select	FTE Count	Ext. Price
1.	Desktop for Education with <u>Enterprise CALs</u> consisting of:	\$59.50 \$57.50	✓	551	\$31,682.50

• Choose Optional Products Licensed per User or Device for Faculty/Staff

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Azure Active Directory Basic per fac/staff user	965-00002CFU	\$0.00	1500	\$0.00
2.	Azure Rights Management Service (RMS) add-on to Office 365 Education	G3U-00004CFU	\$0.00	1500	\$0.00
3.	Enterprise CAL Services Order this part for the number of accounts needed if you have ordered ECALs AND need any of these included services: EOA = Exchange Online Archiving: Is a cloud-based, enterprise-class online archiving solution for	6QV-00003CFU	\$0.00	1500	\$0.00
4.	Identity Manager per device CAL	NK7-00064CFU	\$2.00	551	\$1,102.00
5.	Office 365 Education - per fac/staff user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmail) * SharePoint Online Plan 2 (online collaboration)	M6K-00001CFU	\$0.00	1500	\$0.00
6.	Office 365 Pro Plus add-on for faculty/staff (free with subscription to Office Pro Plus for all faculty/staff)	5XS-00003CFU	\$0.00	1500	\$0.00

7.	Project for Office 365 per fac/staff user (discontinued - renewal only)	4TT-00001CFU	\$27.00	30	\$810.00
8.	Project Online Premium w/o Project App per faculty/staff user (discontinued - renewals only)	4ZT-00001CFU	\$0.00	1500	\$0.00
9.	Project Professional per device	H30-00237CFU	\$64.00	4	\$256.00
10.	Visio Pro per device	D87-01057CFU	\$55.00	10	\$550.00
11.	Visual Studio Enterprise w/MSDN per user promo price (renewals only)	MX3-00251CFU	\$299.00	5	\$1,495.00
12.	Windows Remote Desktop Services (RDS) CAL per device	6VC-01251CFU	\$10.00	25	\$250.00
13.	Windows VDA per device (Windows Virtual Desktop Access for machines with no OS, e.g. thin clients)	4ZF-00019CFU	\$30.00	400	\$12,000.00

• **Choose Optional Products Licensed per User or Device for Students**

	Optional Products Licensed per User or Device	Part Number	Item Price per User/Device	Number of Users/Devices	Ext. Price
1.	Azure Active Directory Basic per student user	965-00002CSU	\$0.00	400000	\$0.00
2.	Azure Rights Management Services (RMS) for O365 for students	G3U-00004CSU	\$0.00	400000	\$0.00
3.	Enterprise CAL Services Order this part for the number of accounts needed if you have ordered ECALs AND need any of these included services for students: EOA = Exchange Online Archiving: Is a cloud-based, enterprise-class online archiving	6QV-00003CSU	\$0.00	400000	\$0.00
4.	Exchange Online Plan 1 for alumni per user	5RS-00002CSU	\$0.00	400000	\$0.00
5.	Office 365 Education - per student user, includes: * Exchange Online Plan 2 (email, unlimited storage, calendar AV/AS, advanced archiving, hosted vmail) * SharePoint Online Plan 2 (online collaboration,	M6K-00001CSU	\$0.00	200000	\$0.00
6.	Office 365 ProPlus for Students (free with subscription to Office Pro Plus for all faculty/staff)	5XS-00002CSU	\$0.00	200000	\$0.00
7.	Project Online Essential per student user	7HS-00001CSU	\$0.00	200000	\$0.00

• **Server License Options**

	Server License	Part Number	Item Price per License	Number of Licenses	Ext. Price
1.	Azure Monetary Commitment for usage - use for a variety of Azure services including spinning up VMs, storage, data transfer, etc.	6QK-00001CF	\$1,320.00	6	\$7,920.00
2.	Azure Support Standard for Azure Monetary Commitment (24/7 break fix support, <2hr response time)	W6T-00003CF	\$3,900.00	1	\$3,900.00
3.	Core Infrastructure Svr Suite Datacenter - Combines Windows Server Datacenter and System Center Data	FUD-00936CF	\$516.00	3	\$1,548.00

	Center Licenses. 1 license covers 2 physical processors and unlimited OSEs/VMs on the licensed physical machine.				
4.	Imagine Academy Subscription (formerly IT Academy)	54R-00098CF	\$1,555.00	1	\$1,555.00
5.	Project Server (requires CALs contained in Project Pro)	H22-00479CF	\$46.00	1	\$46.00
6.	SharePoint Server (requires SQL Svr)	H04-00232CF	\$526.00	11	\$5,786.00
7.	Skype for Business Server (formerly Lync Svr - CALs included in Desktop bundle)	5HU-00215CF	\$354.00	1	\$354.00
8.	SQL Server Enterprise Core - 2 Core license pack. You must license 4 cores minimum per physical processor on a standalone machine or 4 virtual cores minimum on a VM. License all physical cores to achieve maximum virtualization on the licensed machine, all	7JQ-00341CF	\$1,335.00	8	\$10,680.00
9.	Visual Studio Team Foundation Svr	125-00110CF	\$38.00	1	\$38.00
10.	Windows Server Datacenter - 2 processor (unlimited virtualization)	P71-07280CF	\$308.00	18	\$5,544.00
11.	Windows Server External Connector - per physical host (needed for all Windows servers facing the internet OR, if student Windows Server CALs are not subscribed, needed for servers accessed by students off-campus or authenticating students on-campus or off	R39-00374CF	\$196.00	4	\$784.00
12.	Windows Server Standard - 2 processor (up to 2 processors and 2 virtual machines per license)	P73-05897CF	\$51.00	12	\$612.00
TOTAL \$86,912.50					

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TO: Board of Trustees**FROM:** Debra L. Fitzsimons, Interim 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>Solpac Construction, Inc.</u> Saddleback College Fine Arts HVAC Upgrade Interior Renovation Project – Construction Services Change Order No. 2 – For project revisions to the general contractor's contract. SOCCCD	\$99,944.00	\$7,464,237.00
B.	<u>Solpac Construction, Inc.</u> Saddleback College Fine Arts HVAC Upgrade Interior Renovation Project – Construction Services Change Order No. 1 – For project additions to the general contractor's contract. SOCCCD	\$46,527.00	\$7,364,293.00
C.	<u>LCC3 Construction Services, Inc.</u> Saddleback College Sciences Building Project – DSA Inspector of Record Services Amendment No. 2 – For extension of DSA inspector services through September 30, 2016. SOCCCD	\$25,000.00	\$445,360.00

D.	<u>Lionakis</u> Irvine Valley College Liberal Arts Building Project – Criteria Architectural Services Amendment No. 4 – For extension of Criteria Architectural services through January 31, 2017. SOCCCD	\$20,000.00	\$395,172.00
E.	<u>Dougherty + Dougherty Architects, LLP</u> ATEP Utilities and Infrastructure, Phase 1 Project – Architectural Services Amendment No. 1 – For an increase in scope of services. SOCCCD	\$12,000.00	\$535,100.00
F.	<u>Alternative Delivery Solutions, LLC</u> Irvine Valley College Liberal Arts Building Project – Professional Services Amendment No. 3 – For extension of contract services through January 31, 2017. SOCCCD	\$10,000.00`	\$181,680.00
G.	<u>MMC, Inc.</u> Saddleback College PE Sewer Ejector Project – Construction Services Change Order No. 1 – For reduction due to unused allowance to general contractor's contract. SOCCCD	(\$26,987.64)	\$247,012.36

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
Fine Arts HVAC Upgrade Interior Renovation Project at Saddleback College
Board Change Order No. 2
September 26, 2016

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO NO. 6 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
2041	General Contractor	Solpac Construction Inc. dba Soltek Pacific Construction Company)		\$7,317,766	\$46,527	\$99,944	\$7,464,237	0
		2424 Congress Street, San Diego, CA 92110	TOTAL	7,317,766			7,464,237	0

COR No.	Date	Description	Requested	Status	Amount	Added Cal. Days
006	9/1/2016	FO.069 Revise Mechanical Room 304, 305	By District	Approved	\$14,650	0
007	8/31/2016	FO.003 Revise caisson foundation at new Lobby	By District	Approved	\$45,174	0
109	8/31/2016	FO.057 Revise Room 202 switch to dimmer	By District	Approved	\$426	0
110	8/31/2016	FO.063 Miscellaneous Electrical revision on T & M	By District	Approved	\$3,475	0
111	8/26/2016	FO.052 Miscellaneous Electrical revision on T & M	By District	Approved	\$3,092	0
115	8/29/2016	FO.56 Unforeseen floor prep at existing Lobby	By District	Approved	\$2,238	0
117	8/26/2016	FO.051 Miscellaneous Electrical revision on T & M	By District	Approved	\$2,889	0
147	9/1/2016	FO.065 Revise ceiling in 111, add fire sealant at CMU	By District	Approved	\$26,011	0
199	9/1/2016	FO.065 Added framing to meet seismic bracing requirement	By District	Approved	\$1,989	0
		TOTAL			\$99,944	0

Saddleback College Fine Arts HVAC Upgrade Interior Renovation Project

Bid No. 2041

Board Change Order No. 1

August 22, 2016

Bid #	BID PACKAGE DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO COR 6 Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (cal. days)
2041	Construction Services	Solpac Constructon, Inc. (dba Soltek Pacific Construction Company)		\$7,317,766	\$0	\$46,527	\$7,364,293	0
			TOTAL	7,317,766	0		7,364,293	

COR No.	Date	Description	Requested	Status	Amount	Time Extension
70	8/8/2016	FO.02 - Provide thermal insulation	District	approved	\$30,516.00	0
77	8/8/2016	FO.13 - Repair drywall in room 303	District	approved	\$1,293	0
15	8/8/2016	FO.16 - Provide plugs & tails per campus standards	District	approved	\$197	0
44r1	8/8/2016	FO.24 - Modify steel support for TV	District	approved	\$301	0
112	8/8/2016	FO.34 - Splice ceiing joint at admin lobby	District	approved	\$2,662	0
126	8/8/2016	FO.39 - Patch wall at custodian room and corridor 111	District	approved	\$2,665.00	0
113	8/8/2016	FO.44 - Replace termite wood at admin offices	District	approved	\$2,389.00	0
135	8/8/2016	FO.45 - Extend framing at 103B for hard lid	District	approved	\$705.00	0
143	8/8/2016	FO.46 - Provide power for FSDs at corridor 111	District	approved	\$937.00	0
127	8/8/2016	FO.47 - Wrap exposed beams in rooms 111 & 202	District	approved	\$4,862.00	0
		TOTAL THIS CHANGE ORDER REQUEST			\$46,527	0

**AMENDMENT NO. 2
TO DSA INSPECTOR OF RECORD SERVICES AGREEMENT
SCIENCES BUILDING PROJECT
SADDLEBACK COLLEGE**

July 13, 2016

THIS AMENDMENT shall modify the original agreement dated November 26, 2013 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and LCC3 Construction Services, Inc., PO Box 764, Rancho Cucamonga, CA 91729, hereinafter referred to as "CONSULTANT."

WHEREAS, Article 18 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article 4, paragraph 2 establishes the term of the agreement with completion by December 1, 2015; and

WHEREAS, Article 5, paragraph 1 establishes the compensation of the agreement at a total contract value of \$315,360; and

WHEREAS, on October 26, 2015, The Board of Trustees approved Amendment No. 1 in the amount of \$105,000 and extended the agreement through May 1, 2016, and

WHEREAS, the length of services has increased on the Sciences Building project for a total amount of \$25,000; and

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

Modify Article 4 to read, "CONSULTANT shall commence providing services under this AGREEMENT on or about November 26, 2013, and will diligently perform as required until completion of the project which is anticipated to be finished by September 30, 2016."

PROVIDE ADDITIONAL DSA INSPECTION SERVICES

Original Contract Amount:	\$315,360
Amendment No. 1	\$105,000
Amendment No. 2	<u>\$ 25,000</u>
Total Contract Amount	\$445,360

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

"DISTRICT"

South Orange County Community College District

By: _____

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

AUG 02 2016

Date: _____

"CONSULTANT"

LCC3 Construction Services, Inc.

By: _____

Ed Cunningham
President and Managing Principal

Date: 7/26/16

**AMENDMENT NO. 4
TO CRITERIA ARCHITECTURAL SERVICES AGREEMENT
FOR
LIBERAL ARTS BUILDING PROJECT - IRVINE VALLEY COLLEGE
ATEP SITE IMPROVEMENTS**

July 20, 2016

THIS AMENDMENT shall modify the original agreement dated May 01, 2012 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT," and Lionakis, 4000 MacArthur Blvd., Suite 101, Newport Beach, California, 92660, hereinafter referred to as "ARCHITECT."

WHEREAS, Article VIII, paragraph 13 of the original agreement establishes that it may be amended in writing by mutual consent of both parties; and

WHEREAS, Article VI, paragraph 1 establishes the compensation of the agreement at a total contract value of \$372,860; and

WHEREAS, Article I, paragraph 1 indicates the ARCHITECT'S services shall be performed in a manner which is consistent with...the orderly progress of the work, the contractor has not progressed with the work in an orderly manner and there was a need to extend services in Amendment No. 2 to May 15, 2016 for a value of \$17,500 and Amendment 03 through July 31, 2016 for a value of \$15,500; and

WHEREAS, There is a need to extend the contract services through January 31, 2017 for on call services to assist with project closeout and claim/ change order negotiations on an 'as needed' basis for a value of \$20,000; and

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


Provide criteria architectural services through January 31, 2017, for an additional cost of \$20,000.


Original Contract Amount:	\$372,860
Amendment No. 1	(\$ 30,688)
Amendment No. 2	\$ 17,500
Amendment No. 3	\$ 15,500
Amendment No. 4	<u>\$ 20,000</u>
Total Contract Amount	\$395,172

IN WITNESS HEREOF, the Parties have executed this Amendment No.4 as of the date set forth above.

"DISTRICT"
South Orange County Community College District

"CONSULTANT"
Lionakis

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

By: 
Dave Younger
Principal

Date: _____

8-4-2016
Date: _____

**AMENDMENT No. 1
TO THE ARCHITECTURAL SERVICES AGREEMENT
FOR ATEP UTILITIES AND INFRASTRUCTURE, PHASE 1 PROJECT**

August 10, 2016

THIS AMENDMENT shall modify the original agreement dated September 29, 2015 by and between the SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "DISTRICT," and Dougherty + Dougherty Architects, LLP, 3194D Airport Loop, Costa Mesa, CA 92626-3405 hereinafter referred to as "VENDOR."

WHEREAS, Article 11, paragraph 16 of the original agreement provides that this agreement may be amended or modified only by an agreement in writing; and

WHEREAS, the scope of services has increased on the project by \$12,000 for additional service necessary to coordinate utility sizing with IRWD and for revisions necessitated by the City of Tustin;

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

Original Contract Amount:	\$ 523,100
Amendment No. 1:	<u>\$ 12,000</u>
Revised Contract Amount:	\$ 535,100

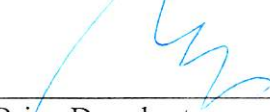
IN WITNESS HEREOF, the Parties have executed this Amendment as of the date set forth above.

"DISTRICT"
South Orange County Community College District

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

Date: 8/25/16

"VENDOR"
Dougherty + Dougherty Architects, LLP

By: 
Brian Dougherty
Owner

Date: 8.11.16

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
FOR
LIBERAL ARTS BUILDING PROJECT
IRVINE VALLEY COLLEGE**

July 20, 2016

THIS AMENDMENT shall modify the original agreement dated April 30, 2013 by and between the South Orange County Community College District, hereinafter referred to as "DISTRICT", and Alternative Delivery Solutions, LLC 24396 Tropicana Place, Laguna Niguel, CA 92677, hereinafter referred to as "CONSULTANT".

WHEREAS, Article III, paragraph 2 of the original agreement establishes that written authorization must be obtained before providing additional services; and

WHEREAS, Exhibit B establishes term of service as 27 months for a completion date of July 29, 2015, and Amendment No. 01 extended services through May 31, 2016 for an additional cost of 29,600; and Amendment No.2 extended services through July 31, 2016 for an additional cost of \$11,840; and

WHEREAS, There is a need to extend the contract services through January 31, 2017 for on call services to assist with project closeout and claim / change order negotiations, on an 'as needed' basis for a total value of \$10,000; and

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


Provide professional services through January 31, 2017 for an additional cost of \$10,000.


Original Contract Amount:	\$ 130,240
Amendment No.1	\$ 29,600
Amendment No. 2	\$ 11,840
Amendment No. 3	\$ 10,000
Total Contract Amount	\$ 181,680

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"
Alternative Delivery Systems, LLC.

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

By: 
Robert J. Hartung
President

Date: 

Date: 7/26/16

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
PE Sewer Ejector Project at Saddleback College
Board Change Order No. 1
September 26, 2016

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO NO.1 COR Total	REVISED CONTRACT AMOUNT	Previously Approved Time Extension (Cal. days)
2041	General Contractor	MMC, Inc.		\$274,000	\$0	-\$26,987.64	247,012.36	0
		5901 Fresca Drive, La Palma, CA 90623	TOTAL	274,000			247,012.36	0

COR No.	Date	Description	Requested	Status	Amount	Added Cal. Days
015	8/29/2016	Reduction due to unused allowance	By College	Approved	-\$26,987.64	0
		TOTAL			(\$26,987.64)	0

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim 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 \$1,382,211.07 and an additional 440 purchase orders below \$5,000 amounting to \$321,604.59 for a combined total of \$1,703,815.66 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 1,183 checks in the amount of \$12,976,272.42 as summarized and submitted for ratification by the Board of Trustees (EXHIBIT C).

RECOMMENDATION

The Interim 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 1

Purchase Order Ratification (Supplier)

August 3, 2016 through September 6, 2016

<u>PO</u>			
<u>Number</u>	<u>Supplier</u>	<u>Description</u>	<u>Amount</u>
P176273	Allsteel, Inc. c/o Quality Office Furnishings	AANAPISI Grant Furnishings	34,331.82
P176272	Atkinson, Andelson, Loya, Ruud & Romo	Legal Fees for FY 2016-2017	400,000.00
P176049	Billy Tees	Athletic Teams TShirts	5,522.69
P176224	Bone Clones, Inc.	Anthropology Lab Equipment	38,653.92
P176200	BookPal, LLC	Books for One College	43,200.00
P176419	Boundless Network, Inc.	Recycled Magnetic Journals	8,035.34
P176283	BSN Sports LLC	Baseball Supplies	9,825.40
P176278	BSN Sports LLC	Baseball Supplies	9,214.52
P176410	BSN Sports LLC	Baseball Supplies	8,772.06
P176284	BSN Sports LLC	Soccer and Basketball Supplies	7,024.11
P176066	BSN Sports LLC	Rawlings Baseballs for Baseball Team	5,313.60
P176172	C&H Baseball, Inc.	Baseball Batting Cage	9,970.71
P176223	CDW Government, Inc.	UPSs for Wireless Access Point Project	32,270.40
P176231	CI Solutions	Student ID Cards	8,512.20
P176230	CI Solutions	Cleaning Kit, Ribbon For ID Machines	7,041.50
P176408	Comprehensive Adult Student Assessment Systems	Online Test Administrations	9,451.89
P176117	Contract Paper Group, Inc.	Stores White Copy Paper	20,992.61
P176309	County of Orange Auditor-Controller	Surcharge on parking citations	125,000.00
P176342	Double Robotics, Inc.	Office Robots/Accessories - TAACCCT Grant	6,343.36
P176279	Eastbay , Inc.	Basketball Supplies	13,038.73
P176280	Eastbay , Inc.	Women's basketball supplies	10,012.76
P176065	Folsom Lake Ford	Police Department SUV	32,689.63
P176239	Home Depot East Irvine Store #8525	Building Maintenance Supplies	6,000.00
P176281	Irvine Valley College Bookstore	Books for Student Equity activities	10,000.00
P176499	Keenan & Associates	RBOA Directors & Officers Liability-Standard Coverage	23,385.00
P176500	Keenan & Associates	RBOA Directors & Officers Liability-Excess Coverage	13,735.00
P176179	Keenan & Associates	Media Liability Premium	5,456.00
P176268	Kimball Office c/o Systems Source	Adult Education, SJC - Office Furniture	6,871.67
P176207	Mc Kesson General Medical Corp	Blanket PO for Medical supplies	25,000.00
P176139	Mission Viejo Country Club	DS professional development workshop	6,652.37
P176235	Montgomery Hardware Co.	Annual Locksmith Parts - IVC	18,219.17
P176238	Orange County Business Council	Membership renewal	25,000.00
P175992	Phoenix Group Information Sys.	Parking Citation Processing Fees FY 2016-17	23,000.00
P176082	Quality Office Furnishings, Inc.	Chairs	6,326.30
P176017	Queen Beach Printers, Inc.	Printing and Delivery SC Fine Arts Mailer	6,615.00
P176331	RefPay	Athletic Officials Fees SC	50,000.00
P176472	RefPay	Athletic Officials Fees IVC	55,000.00
P176335	Refrigeration Unlimited, Inc.	Ice Machine for SC Cafeteria	5,537.78
P176384	Royal Plywood Co., LLC	Supplies for Theater Art Department	5,000.00
P176167	S & B Foods	Blanket PO for Professional Development week	6,000.00
P176369	S & B Foods Catering Division	Catering ASG of IVC Campus Events	10,000.00
P176370	S & B Foods Catering Division	Catering ASG of IVC Legislative Events	7,000.00
P176282	S & B Foods Catering Division	Catering ASG of IVC Legislative Branch Events	5,000.00
P176182	Sehi Computer Products	15 HP Elitebook G3 Replacement Laptops	15,973.20
P175996	SOCCCD Workers Compensation	Reimburse workers' comp claims FY 2016-2017	80,000.00
P176325	Southern California Football Association	Annual Membership Renewal	5,500.00
P176109	Systems Source, Inc.	Adult Education, SJC - Office Furniture	31,442.29
P176372	Systems Source, Inc.	Adult Education, SJC - Office Furniture services	5,865.00
P176081	Team Pride Athletic Apparel LLC	Football Team Uniform Supplies	22,910.25
P176193	Tekworks Inc.	Wireless Presentation Systems for Classrooms	28,850.42
P176386	Traffic Management, Inc.	Parking Signs	8,000.00
P176163	Verizon Wireless	Verizon service for internet MiFi hotspots	5,000.00
P176424	Wells Fargo #6711	TVs for Fine Arts HVAC Renovation	8,111.45
P176088	Wenger Corporation	Workstation/storage unit women's equipment room	5,542.92
Total Purchase Orders Over \$5,000			1,382,211.07
440 Purchase Orders Under \$5,000			321,604.59
TOTAL PURCHASE ORDERS			1,703,815.66



South Orange County Community College District

EXHIBIT B
Page 1 of 1

Purchase Order Ratification (Amount)

August 3, 2016-September 6, 2016

PO			
Number	Supplier	Description	Amount
P176272	Atkinson, Andelson, Loya, Ruud & Romo	Legal Fees for FY 2016-2017	400,000.00
P176309	County of Orange Auditor-Controller	Surcharge on parking citations	125,000.00
P175996	SOCCCD Workers Compensation	Reimburse workers' comp claims FY 2016-2017	80,000.00
P176472	RefPay	Athletic Officials Fees IVC	55,000.00
P176331	RefPay	Athletic Officials Fees SC	50,000.00
P176200	BookPal, LLC	Books for One College	43,200.00
P176224	Bone Clones, Inc.	Anthropology Lab Equipment	38,653.92
P176273	Allsteel, Inc. c/o Quality Office Furnishings	AANAPISI Grant Furnishings	34,331.82
P176065	Folsom Lake Ford	Police Department SUV	32,689.63
P176223	CDW Government, Inc.	UPSs for Wireless Access Point Project	32,270.40
P176109	Systems Source, Inc.	Adult Education, SJC - Office Furniture	31,442.29
P176193	Tekworks Inc.	Wireless Presentation Systems for Classrooms	28,850.42
P176207	Mc Kesson General Medical Corp	Blanket PO for Medical supplies	25,000.00
P176238	Orange County Business Council	Membership renewal	25,000.00
P176499	Keenan & Associates	RBOA Directors & Officers Liability-Standard Coverage	23,385.00
P175992	Phoenix Group Information Sys.	Parking Citation Processing Fees FY 2016-17	23,000.00
P176081	Team Pride Athletic Apparel LLC	Football Team Uniform Supplies	22,910.25
P176117	Contract Paper Group, Inc.	Stores White Copy Paper	20,992.61
P176235	Montgomery Hardware Co.	Annual Locksmith Parts - IVC	18,219.17
P176182	Sehi Computer Products	15 HP Elitebook G3 Replacement Laptops	15,973.20
P176500	Keenan & Associates	RBOA Directors & Officers Liability-Excess Coverage	13,735.00
P176279	Eastbay , Inc.	Basketball Supplies	13,038.73
P176280	Eastbay , Inc.	Women's basketball supplies	10,012.76
P176281	Irvine Valley College Bookstore	Books for Student Equity activities	10,000.00
P176369	S & B Foods Catering Division	Catering ASG of IVC Campus Events	10,000.00
P176172	C&H Baseball, Inc.	Baseball Batting Cage	9,970.71
P176283	BSN Sports LLC	Baseball Supplies	9,825.40
P176408	Comprehensive Adult Student Assessment Systems	Online Test Administrations	9,451.89
P176278	BSN Sports LLC	Baseball Supplies	9,214.52
P176410	BSN Sports LLC	Baseball Supplies	8,772.06
P176231	CI Solutions	Student ID Cards	8,512.20
P176424	Wells Fargo #6711	TVs for Fine Arts HVAC Renovation	8,111.45
P176419	Boundless Network, Inc.	Recycled Magnetic Journals	8,035.34
P176386	Traffic Management, Inc.	Parking Signs	8,000.00
P176230	CI Solutions	Cleaning Kit, Ribbon For ID Machines	7,041.50
P176284	BSN Sports LLC	Soccer and Basketball Supplies	7,024.11
P176370	S & B Foods Catering Division	Catering ASG of IVC Legislative Events	7,000.00
P176268	Kimball Office c/o Systems Source	Adult Education, SJC - Office Furniture	6,871.67
P176139	Mission Viejo Country Club	DS professional development workshop	6,652.37
P176017	Queen Beach Printers, Inc.	Printing and Delivery SC Fine Arts Mailer	6,615.00
P176342	Double Robotics, Inc.	Office Robots/Accessories - TAACCCT Grant	6,343.36
P176082	Quality Office Furnishings, Inc.	Chairs	6,326.30
P176239	Home Depot East Irvine Store #8525	Building Maintenance Supplies	6,000.00
P176167	S & B Foods	Blanket PO for Professional Development week	6,000.00
P176372	Systems Source, Inc.	Adult Education, SJC - Office Furniture services	5,865.00
P176088	Wenger Corporation	Workstation/storage unit women's equipment room	5,542.92
P176335	Refrigeration Unlimited, Inc.	Ice Machine for SC Cafeteria	5,537.78
P176049	Billy Tees	Athletic Teams TShirts	5,522.69
P176325	Southern California Football Association	Annual Membership Renewal	5,500.00
P176179	Keenan & Associates	Media Liability Premium	5,456.00
P176066	BSN Sports LLC	Rawlings Baseballs for Baseball Team	5,313.60
P176384	Royal Plywood Co., LLC	Supplies for Theater Art Department	5,000.00
P176282	S & B Foods Catering Division	Catering ASG of IVC Legislative Branch Events	5,000.00
P176163	Verizon Wireless	Verizon service for internet MiFi hotspots	5,000.00
Total Purchase Orders Over \$5,000			1,382,211.07
440 Purchase Orders Under \$5,000			321,604.59
TOTAL PURCHASE ORDERS			1,703,815.66



South Orange County Community College District

EXHIBIT C

Page 1 of 1

Check Ratification

August 2, 2016 through September 6, 2016

<u>Fund</u>	<u>Checks</u>	<u>Amount</u>
01 General Fund	994	8,625,043.06
07 IVC Community Education	3	89,409.71
09 SC Community Education	48	324,973.06
12 Child Development	9	76,980.36
40 Capital Outlay	81	3,315,361.94
68 Self Insurance	4	11,967.12
71 Retiree Benefit	3	369,358.21
95 SC Associated Student Government	8	80,924.91
96 IVC Associated Student Government	33	82,254.05
Total	1,183	12,976,272.42

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: July and August 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 the July and August 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>Bravo Sign & Design</u> Construction Services Agreement- For installation of roof numbering system from 8/18/2016 to 10/18/2016. Saddleback College	\$98,600.00
<u>Teleskills, LLC (DBA Ameri-Skills)</u> Educational Services Agreement- For non-credit educational courses in skilled trades from 7/1/2016 to 6/30/2017. Saddleback College	\$96,000.00 (Revenue)
<u>Community College League of California</u> Subscription Agreement- For annual subscription renewal of library databases and software from July 2016 to July 2017. Saddleback College	\$92,984.74
<u>SciQuest</u> Professional Services Agreement (Amend #3) - For additional onsite training services and change of project start date from 1/4/2016 to April 2017 of \$8,700 for a revised contract total of \$91,923. District Services	\$91,923.00
HAMC Irvine Center, LLC License to Use Agreement- For license to use campus parking lots 2 and 3 for employees of HAMC Irvine Center, LLC from 9/1/2016-8/31/2018 Irvine Valley	89,000.00 (Revenue)

<u>ComputerLand of Silicon Valley</u> Software License Agreement- For subscription of Adobe Creative Cloud, a collection of Adobe software for cloud services, used by the Technology Services department from 8/1/2016 to 7/31/2017. Irvine Valley College	\$88,236.00
<u>Cox Communications California, LLC</u> Service Agreement- To renew wide area network (WAN) and optical internet services between Irvine Valley College (IVC) and Advanced Technology & Education Park (ATEP) from 7/1/2016 to 6/31/2017. Irvine Valley College	\$87,600.00
<u>dataBridge</u> Independent Contractor Agreement (Amend #2)- No cost extension of services from 6/30/2016 to 12/31/2016 for SharePoint Server 2013 Development Project with total contract remaining at \$82,750. District Services	\$82,750.00
<u>Institute of Reading Development</u> Educational Services Agreement- For community education courses in reading program from 7/1/2016 to 6/30/2017. Irvine Valley College	\$65,800.00 (Revenue)
<u>Code Ninja</u> Independent Contractor Agreement- For system architecture design, code review, and user experience design and software development services from 9/1/2016 to 8/31/2017. District Services	\$65,000.00
<u>Alma Strategies</u> Consultant Services Agreement- For space inventory consultant services from 8/1/2016 to 11/30/2016. District Services	\$62,160.00
<u>Quick Caption</u> Independent Contractor Agreement- To provide real-time captioning services for hearing impaired students from 7/1/2016 to 6/30/2017. Saddleback College	\$60,000.00
<u>Enovity Inc.</u> Consultant Services Agreement (Amend #3)- No cost extension of services from 7/31/2016 to 8/31/2017 for the Liberal Arts building project final commissioning services with total contract remaining at \$59,065. Irvine Valley College	\$59,065.00
<u>Rancho Santiago Community College District</u> Grant-Sub Agreement(RSCCCD) - For funds to be used to improve accessibility and utility of student outcome and labor market data in order to support students, educators, colleges, local workforce investment boards and state in CTE program development and improvement efforts from 7/19/2016 to 10/31/2017 Irvine Valley College	\$50,000.00 (Revenue)

<u>Capitol Partners Advocacy</u> Professional Services Agreement- For legislative services, required and directed by the District, from 7/1/2016 to 6/30/2017. District Services	\$48,000.00
<u>Yosemite Community College District</u> Affiliation Agreement- For child development training consortium activities 7/1/2016 to 6/30/2017. Saddleback College	\$44,000.00 (Revenue)
<u>Education 4 Work</u> Independent Contractor Agreement- To provide consultant services for CA Career Café from 7/1/2016 to 12/31/2016.	\$40,000.00
<u>Parsons Brinkerhoff, Inc.</u> Professional Services Agreement (Amend #3)- For extension of services from 8/20/2016 to 11/20/2016 for labor compliance services in Liberal Arts Building Project of \$3,000 for a revised contract total of \$36,376. Irvine Valley College	\$36,376.00
<u>Trustwave</u> Compliance Validation Services Agreement (Addendum) - For 5-year contract renewal of PCI Compliance Services, a credit card payment data security solution, from 7/29/2016 to 7/29/2021. District Services	\$32,999.38
<u>BKF Engineers</u> Consultant Services Agreement- For land surveyor services for building project at Advanced Technology & Education Park (ATEP) from 8/2/2016 to 12/2/2017. Irvine Valley College	\$31,360.00
<u>Blue Tiger, Inc.</u> Independent Contractor Agreement- For higher education consulting services for Adult Education Block Grant, South Orange County Regional Consortium (SOCRC) and its South County Adult Education Program Partners from 7/1/2016 to 12/31/2016. Saddleback College	\$30,000.00
<u>GCI Construction Inc.</u> Construction Services Agreement- To repair broken main water line by the Physical Education (PE) building from 6/16/2016 to 8/16/2016. Saddleback College	\$30,000.00
<u>RJ Coaching</u> Independent Contractor Agreement- To assist and provide consultant services for CA Career Café from 7/1/2016 to 12/31/2016. Irvine Valley College	\$30,000.00
<u>Judge Netting</u> Construction Services Agreement- For baseball field netting repair from 6/10/2016 to 8/10/2016. Saddleback College	\$29,000.00

Item Submitted By: *C.M. Brahmhatt, Acting Vice Chancellor, Business Services*

<u>Pacific Clinics Advancing Behavioral Healthcare</u> Affiliation Agreement- To provide college credit courses in Human Services and Mental Health at the Recovery Educational Institute (REI) in Fall 2016, Spring 2017 and Summer 2017 semesters. Saddleback College	\$27,600.00 (Revenue)
<u>Jackstin</u> Independent Contractor Agreement- To provide revisions, management and maintenance for CaCareerBriefs.com and CACareerCafe.com from 7/28/2016 to 12/31/2016. Irvine Valley College	\$26,520.00
<u>Gilbert & Stearns, Inc.</u> Construction Service Agreement- For automatic hand dryer installations across the campus from 12/19/2016 to 1/14/2017. Irvine Valley College	\$25,358.70
<u>County of Orange, Social Services Agency (SSA)</u> Affiliation Agreement (Amend #2)- To provide professional CPR/first aid training classes from 6/30/2016-12/31/2016 for the County of Orange Social Services Agency. Saddleback College	\$25,000.00 (Revenue)
<u>Floor Tech America</u> Construction Services Agreement (Amend #1)- To provide moisture remediation services on PE floors of \$8,794 for a revised contract total of \$23,789. Irvine Valley College	\$23,789.00
<u>Goodwill Industries</u> Professional Services Agreement (Amend #1)- For additional interpreting services for the hearing impaired students of \$14,500 for a revised contract total of \$23,359.75. Saddleback College	\$23,359.75
<u>Mad Science</u> Educational Services Agreement- For community education courses in science from 7/1/2016 to 6/30/2017. Irvine Valley College	\$22,375.00 (Revenue)
<u>Excelsior Elevator</u> Independent Contractor Agreement- For annual elevator maintenance from 8/1/2016 to 7/30/2017. Irvine Valley College	\$22,080.00
<u>Vital Link Orange County</u> Independent Contractor Agreement- To provide payment processing services for Energy Sector externships from 9/1/2016 to 12/31/2016 and support opportunities for the Deputy Sector Navigator. Irvine Valley College	\$21,700.00

<u>Blue Tiger, Inc.</u> Independent Contractor Agreement- To provide preparation and coordination for the American Bar Association Accreditation visit for the Irvine Valley College Paralegal Program from 8/4/2016 to 12/31/2016. Irvine Valley College	\$20,000.00
<u>Competitive Analytics</u> Independent Contractor Agreement (Amend #1)- No cost extension of services from 6/30/2016 to 6/30/2017 for business intelligence solution with total contract remaining at \$20,000. District Services	\$20,000.00
<u>Quick Caption</u> Independent Contractor Agreement- For captioning services for the hearing impaired students from 7/1/2016 to 6/30/2017. Irvine Valley College	\$20,000.00
<u>Kaylaa Fox</u> Educational Services Agreement- For community education courses in dance for College for Kids, Capistrano Unified School District after school programs from 7/1/2016 to 6/30/2017. Saddleback College	\$19,600.00 (Revenue)
<u>Quick Caption</u> Independent Contractor Agreement (Amend #2)- For additional time captioning services of \$500 for a revised contract total of \$19,500.00. Irvine Valley College	\$19,500.00
<u>Dreamtree Sports Academy, Inc.</u> Educational Services Agreement- For community education courses in tennis for health and fitness from 7/1/2016 to 6/30/2017. Irvine Valley College	\$18,000.00 (Revenue)
<u>Sheila Dufresne</u> Independent Contractor Agreement- For consultant to schedule, research and post newsletter and briefs on CaCareerBriefs.com from 8/10/2016 to 12/31/2016. Irvine Valley College	\$18,000.00
<u>VenTek</u> Professional Services Agreement (Amend #1)- For additional automated pay stations (APS) of \$8,617.70 for a revised 2-year contract total of \$15,632. Irvine Valley College	\$15,632.00
<u>Cambridge West Partnership, L.L.C.</u> Independent Contractor Agreement- To assist South Orange County Community College District (SOCCCD) acting chancellor with business services related functions and projects on an as needed basis from 8/16/2016 to 9/1/2016. District Services	\$15,000.00

<u>CCS Presentation Systems</u> Independent Contractor Agreement- For installation of new media automation system in room B382 from 7/1/2016 to 12/31/2016. Irvine Valley College	\$15,000.00
<u>Dick Vosper Broadcast Services</u> Independent Contractor Agreement- For engineering services renewal for KSBR-FM transmission systems, repairs and FCC compliance from 7/1/2016 to 6/30/2017. Saddleback College	\$15,000.00
<u>Oration Services, Inc. (dba The Lyceum Agency)</u> Professional Services Agreement- For guest speaker, Lacks Family, for One Book One College reading program on 5/3/2017. Saddleback College	\$15,000.00
<u>CCS Presentation Systems</u> Independent Contractor Agreement (Amend #1)- To accommodate change in media equipment used in BST115 of \$2,400 for a revised contract total of \$14,900 on 8/30/2016. Irvine Valley College	\$14,900.00
<u>Brainshark</u> Software License Agreement- For subscription renewal of Learning Cloud, a software for video presentations, from 8/1/2016 to 7/31/2017. District Services	\$13,560.00
<u>Thomas Communications Group, LLC</u> Independent Contractor Agreement- To provide professional consulting services for the grand opening of the new Sciences Building on 9/29/2016. Saddleback College	\$13,500.00
<u>CTI Environmental, Inc.</u> Independent Contractor Agreement- To review and provide 3-5 year strategic plan for Emergency Operations Plan from 7/1/2016 to 6/30/2017. Saddleback College	\$13,000.00
<u>DoubleTree by Hilton Fresno Convention Center</u> Facility Use Agreement- For facility use for Common Assessment Initiative professional Development Regional Meeting in Fresno on 9/16/2016. Saddleback College	\$13,000.00
<u>Active Data</u> Software License Agreement- For subscription of Active Calendar, a calendar software used by the Marketing from 8/31/2016 to 8/31/2017. Irvine Valley College	\$13,775.00
<u>Tableau Software, Inc.</u> Professional Services Agreement- To provide on-site training for Tableau Server Administration, a data management software, on 8/5/2016. District Services	\$12,500.00

<u>Terminix</u> Independent Contractor Agreement- For annual pest control services from 7/1/2016 to 6/30/2017. Irvine Valley College	\$11,844.00
<u>Essence Entertainment</u> Independent Contractor Agreement- To provide contracted musicians for the Instrumental Music 2016/2017 Concert Season on an as needed basis from 8/15/2016 to 6/30/2017. Irvine Valley College	\$11,000.00
<u>The Nossovitch Group</u> Professional Services Agreement (Amend #1)- For additional facilitators, required for "From Group to Team" training for classified employees, of \$1,000 for a revised contract total of \$10,100. Saddleback College	\$10,100.00
<u>Blue Tiger Inc.</u> Independent Contractor Agreement- To provide consultant services for ongoing compliance and program evaluation for the Adult Education Block Grant (AEGB), South Orange County Regional Consortium (SOCRC) and North County Partners from 7/1/2016 to 10/31/2016. Irvine Valley College	\$10,000.00
<u>Holiday Inn</u> Facility Use and Catering Services Agreement- For facility use and catering services for Common Assessment Initiative Professional Development Regional Meeting in Redding, CA. on 9/1/2016. Saddleback College	\$10,000.00
<u>Andy Ash</u> Independent Contractor Agreement- To provide CPR and First Aid training to Orange County Social Services Agency (OC SSA) recipients from 8/1/2016 to 12/31/2016. Saddleback College	\$9,900.00
<u>David Fraser</u> Independent Contractor Agreement- To provide CPR and First Aid training to Orange County Social Services Agency (OC SSA) recipients from 8/1/2016 to 12/31/2016. Saddleback College	\$9,900.00
<u>Douglas Westlake</u> Independent Contractor Agreement- For tuning and repairs of piano and harpsichord for the Music department from July 2016 to June 2017. Saddleback College	\$9,850.00
<u>Oak Creek Golf Club</u> Facility Use Agreement- For facility use for IVC athletics golf events from 9/1/2016 to 5/1/2017. Irvine Valley College	\$9,680.00

<u>Haitbrink Asphalt Paving, Inc.</u> Independent Contractor Agreement- For striping of designated gravel parking lots from 7/21/2016 to 6/30/2017. Irvine Valley College	\$9,600.00
<u>Scantron Corporation</u> Software Maintenance Agreement- For maintenance services for the Class Climate, an automated course evaluation software, from 9/1/2016 to 8/31/2017. Saddleback College	\$9,142.00
<u>Beard Investigative Services</u> Independent Contractor Agreement- For background investigation services for police officers and dispatchers from 7/1/2016 to 6/30/2017. Irvine Valley College	\$9,000.00
<u>David Stoneman</u> Independent Contractor Agreement- To provide keyboard tuning for the Music department from 8/1/2016 to 6/30/2019. Irvine Valley College	\$9,000.00
<u>Penn Corporate Relocation Services</u> Consultant Services Agreement- To provide move/relocation services for the Liberal Arts Project from 8/20/2016 to 11/20/2016. Irvine Valley College	\$8,959.00
<u>Nancy Davis</u> Professional Services Agreement- For consultant to audit Cal Grant policies and procedures from 8/15/2016 to 6/30/2017. Irvine Valley College	\$8,900.00
<u>SmartBear</u> Software Maintenance and Support Agreement- For subscription renewal of Alertsight, a web performance monitoring software for MySite, from 9/26/2016 to 9/26/2017. District Services	\$8,604.00
<u>All Pro Building Maintenance Services, Inc.</u> Independent Contractor Agreement- For cleaning services for the Liberal Arts Building from 8/15/2016 to 8/19/2016. Irvine Valley College	\$8,600.00
<u>Investment R/E Source</u> Educational Services Agreement- For community education courses in real estate investment from 7/1/2016 to 6/30/2017. Saddleback College	\$8,550.00 (Revenue)
<u>ThreeForks</u> Professional Services Agreement- To perform a full systems assessment of PowerFAIDS and MySite from 7/1/2016 to 6/30/2017. Irvine Valley College	\$8,250.00

<u>AMTECH Elevator Services</u> Independent Contractor Agreement- To provide testing of hydraulic systems on elevators across the campus from 7/1/2016 to 6/30/2017. Saddleback College	\$8,135.00
<u>Beard Investigative Services</u> Independent Contractor Agreement- For background investigation services for police officers and dispatchers from 5/25/2016 to 6/30/2017. Saddleback College	\$8,000.00
<u>Emcor Services, Mesa Energy Systems</u> Independent Contractor Agreement- For annual maintenance services of building automation systems from 7/1/2016 to 6/30/2017. Irvine Valley College	\$7,800.00
<u>Riddell</u> Independent Contractor Agreement- For reconditioning and replacement services of football helmets and parts from 7/1/2016 to 6/30/2017. Saddleback College	\$7,000.00
<u>Mark IV Communications Inc.</u> Independent Contractor Agreement- For new cable installation from 7/6/2016 to 12/31/2016. Irvine Valley College	\$7,000.00
<u>Andes Translations, LLC</u> Independent Contractor Agreement- To provide translation services in selected languages for ESL documents on an as needed basis from 8/2/2016 to 6/30/2017. Irvine Valley College	\$7,000.00
<u>CDW Government</u> Software Maintenance and Support Agreement- For maintenance services of LifeSize Video, video conferencing equipment, from 7/6/2016 to 7/5/2017. District Services	\$6,625.00
<u>Ono Ono Hawaiian BBQ and Veggie</u> Independent Contractor Agreement- For food catering services for Laser Week 2016 on 8/9/2016. Irvine Valley College	\$6,400.00
<u>Emcor Services Mesa Energy Systems</u> Construction Services Agreement- For repair of air conditioning unit in Business Sciences and Technology Innovation Center (BSTIC) from 6/24/2016 to 7/4/2016. Irvine Valley College	\$6,357.00
<u>Campus Concerts</u> Independent Contractor Agreement- To provide musicians and vocalists for the Choral department from 8/1/2016 to 6/30/2017. Irvine Valley College	\$6,200.00

<u>Feet First Entertainment</u> Independent Contractor Agreement- For team building event provider for District-Wide Classified Staff Development Day at Lake Mission Viejo, CA on 3/21/2017. District Services	\$6,000.00
<u>Josh Reidt</u> Independent Contractor Agreement- To provide strength and conditioning services, exercise program design and evaluation for the IVC Baseball athletes from 9/1/2016 to 6/30/2017. Irvine Valley College	\$6,000.00
<u>International Business Machines Corporation (IBM)</u> Software License Agreement- For subscription renewal of IBM SPSS, a data management software for teaching, used by the Business Services department from 9/1/2016 to 8/31/2017. Irvine Valley College	\$5,681.50
<u>Mark IV Communications, Inc.</u> Independent Contractor Agreement- For wireless access point installation in Liberal Arts Building from 8/10/2016 to 12/31/2016. Irvine Valley College	\$5,500.00
<u>Accommodating Ideas</u> Independent Contractor Agreement- To provide interpreting services for hearing impaired students from 7/1/2016 to 6/30/2017. Irvine Valley College	\$5,000.00
<u>Bertrand's Music</u> Independent Contractor Agreement- To provide musical instrument repairs for the Music department from 8/1/2016 to 6/30/2019. Irvine Valley College	\$5,000.00
<u>C.E.M. Lab Corp.</u> Geotechnical Service Agreement- For geotechnical consultant services for bleacher replacement in gymnasium and baseball stadium from 8/25/2016 to 8/25/2017. Saddleback College	\$5,000.00
<u>Goodwill Industries of O.C.</u> Independent Contractor Agreement- To provide interpreting services for hearing impaired students from 7/1/2016 to 6/30/2017. Irvine Valley College	\$5,000.00
<u>Rapid Extraction</u> Independent Contractor Agreement- To provide Emergency Preparedness consulting services from 5/20/2016 to 4/20/2017. Irvine Valley College	\$5,000.00
<u>Orange Coast Fence Company</u> Construction Services Agreement- For safety fencing in parking lot from 8/1/2016 to 9/1/2016. Saddleback College	\$4,973.00

Item Submitted By: *C.M. Brahmhatt, Acting Vice Chancellor, Business Services*

<u>Crown Fence</u> Construction Service Agreement- To furnish and install an enclosure at the softball field from 9/4/2016 to 10/4/2016. Saddleback College	\$4,971.00
<u>New Vision Construction</u> Construction Services Agreement- To install roof drain on the Health Science Building from 7/25/2016 to 9/25/2016. Saddleback College	\$4,896.26
<u>Smart Vend Corporation</u> Software License Agreement- For maintenance, support and license for electronic cash system software for copier terminals from 6/1/2016 to 5/31/2017. Saddleback College	\$4,893.26
<u>ACT, Air Cleaning Technology</u> Independent Contractor Agreement- To provide cleaning for the stove and oven hoods in the Culinary Arts Lab from 7/1/2015 to 6/30/2017. Saddleback College	\$4,800.00
<u>Airport Van Rental</u> Independent Contractor Agreement- For fleet vehicle rental from 8/24/2016 to 6/30/2017. Irvine Valley College	\$4,500.00
<u>Gilbert and Sterns, Inc.</u> Construction Service Agreement- For circuit installation in Business Sciences and Technology Innovation Center from 8/15/2016 to 9/15/2016. Irvine Valley College	\$4,235.00
<u>Quezada Pro Tree Trimming</u> Maintenance Service Agreement- For tree trimming services across campus from 8/15/2016 to 9/30/2016. Irvine Valley College	\$4,225.00
<u>JM Justus Fence Co.</u> Construction Services Agreement- For fencing and installation services for softball field safety fence project from 9/4/2016 to 10/4/2016. Saddleback College	\$4,212.00
<u>Carlos Barraza</u> Independent Contractor Agreement- To provide CPR and First Aid training to Orange County Social Services Agency (OC SSA) recipients from 8/1/2016 to 12/31/2016. Saddleback College	\$4,200.00
<u>Economic Alternatives, Inc.</u> Independent Contractor Agreement- To provide water treatment services from 8/1/2016 to 6/30/2017. Irvine Valley College	\$4,200.00

<u>Embassy Suites</u> Facility Use Agreement- For facility use for Common Assessment Initiative Professional Development Regional Meeting in San Luis Obispo, CA on 10/13/2016. Saddleback College	\$4,000.00
<u>Blackbaud</u> Software License Agreement- For Blackbaud IVC Foundation Training Courses, a provider of nonprofit software and services, from 7/22/2016 to 7/22/2017. Irvine Valley College-Foundation	\$3,825.00
<u>dataBridge</u> Independent Contractor Agreement- For professional consulting services for site migration from SharePoint 2010 to SharePoint 2015 from 7/15/2016 to 9/30/2016. District Services	\$3,500.00
<u>Mark IV Communications, Inc.</u> Independent Contractor Agreement- For cable installation in Business Sciences and Technology Innovation Center from 8/10/2016 to 12/31/2016. Irvine Valley College	\$3,500.00
<u>Great Wolf Lodge</u> Facility Use Agreement- For facility use for Fall 2016 Leadership Training for newly elected 2016-2017 Associated Student Government Leaders in Garden Grove, CA on 8/13/2016. Irvine Valley College- ASIVC	\$3,300.00
<u>Boomers Irvine</u> Independent Contractor Agreement- For Associated Student Government team building activity from 8/19/2016 to 6/30/2017. Irvine Valley College-ASIVC	\$3,162.89
<u>GoEngineer, Inc.</u> Software License Agreement- For subscription of Solidworks, a 3D CAD design software, used by the Technology & Applied Science division from 9/1/2016 to 8/31/2017. Saddleback College	\$3,120.00
<u>Beahm Auction Group</u> Consulting Services Agreement- For consulting and auctioneering services for 2017 Foundation Awards Dinner on 3/11/2017. Irvine Valley College-Foundation	\$3,000.00
<u>Dayle McIntosh Center</u> Independent Contractor Agreement- For interpreting services for sign language classes for deaf instructors from 7/1/2016 to 6/30/2017. Saddleback College	\$3,000.00

<u>Eberhard Equipment</u> Independent Contractor Agreement- For equipment rental for the Facilities and Maintenance department from 8/9/2016 to 6/30/2017. Irvine Valley College	\$3,000.00
<u>Gary Kusunoki</u> Independent Contractor Agreement- For parking ticket hearing examiner services from 7/1/2016 to 6/30/2017. Saddleback College	\$3,000.00
<u>Julius A. Ibanez</u> Independent Contractor Agreement- For an independent medical director to evaluate medical aspects of the Paramedic Program from 7/1/2016 to 6/30/2017. Saddleback College	\$3,000.00
<u>RD Systems</u> Independent Contractor Agreement- To provide and install additional motion detectors and licensing for mobile monitoring of the alarm system from 7/8/2016 to 12/31/2016. Irvine Valley College	\$3,000.00
<u>Refrigeration Unlimited</u> Independent Contractor Agreement- For campus cafeteria equipment repair on an as needed basis from 7/25/2016 to 6/30/2017. Saddleback College	\$3,000.00
<u>Rosies Kitchen</u> Independent Contractor Agreement- For lunch catering for Student Orientation Event on 8/10/2016. Irvine Valley College	\$3,000.00
<u>SoHo Taco/Gourmet Taco Catering LLC</u> Independent Contractor Agreement- For food catering services for 2016-2017 Associated Students Irvine Valley College (ASIVC) events from 8/19/2016 to 6/30/2017. Irvine Valley College-ASIVC	\$3,000.00
<u>DB Mechanical Inc.</u> Construction Service Agreement- For floor repair from 8/4/2016 to 9/4/2016. Saddleback College	\$2,828.00
<u>San Juan Hills Country Club</u> Facility Use Agreement- For catering and facility use for Group to Team Training in San Juan Capistrano, CA on 8/11/2016. Saddleback College	\$2,774.87
<u>Council on Aging Orange County</u> Advertising Agreement- To advertise in the 2017 edition of Answers Resource Guide, a premier publication from Council on Aging, from 7/18/2016 to 7/18/2017. Saddleback College	\$2,700.00

<u>Jared Scott</u> Independent Contractor Agreement- To provide keyboard tuning for the Music department from 8/1/2016 to 6/30/2019. Irvine Valley College	\$2,700.00
<u>Pet Therapy Advisers</u> Educational Services Agreement- For community education courses in therapy dog handling from 7/1/2016 to 6/30/2017. Irvine Valley College	\$2,700.00 (Revenue)
<u>Mark IV Communications, Inc.</u> Independent Contractor Agreement- For new cable installation in Liberal Arts Building from 8/10/2016 to 12/31/2016. Irvine Valley College	\$2,700.00
<u>Interworks</u> Software License Agreement- For annual subscription of Workbook Tools Pro Licenses from 8/17/2016 to 8/17/2017. District Services	\$2,694.00
<u>AERA Engine Rebuilders Association</u> Software License Agreement- For subscription of PROSIS, an engine specification software, used by the Automotive Department from 10/1/2016 to 10/1/2019. Saddleback College	\$2,673.00
<u>CyberSource</u> Special Services Agreement- For payment solutions with CyberSource, an E-commerce credit card payment system management solutions, 7/1/2016 to 7/1/2018. Irvine Valley College	\$2,625.00
<u>Indoor Eden</u> Independent Contractor Agreement- For plant maintenance services in the Performance Arts Center from 7/29/2016 to 6/30/2017. Irvine Valley College	\$2,575.00
<u>Avalon Tent & Rental</u> Independent Contractor Agreement- For chair and table rental for Student Services activities from 3/23/2016 to 6/30/2016. Irvine Valley College	\$2,500.00
<u>CAPP Associates, Inc.</u> Software License Agreement- To provide College Tests for English Placement (CTEP) units from 7/1/2016 to 6/30/2017. Saddleback College	\$2,500.00
<u>Drew & Associates</u> Independent Contractor Agreement- For coaching and mentoring services for Irvine Valley College (IVC) and Advanced Technology & Education Park (ATEP) grants analyst from 9/1/2016 to 5/31/2017. Irvine Valley College	\$2,500.00

<u>Live Free Apparel</u> Independent Contractor Agreement- For printing and embroidery services for team apparels and equipment supplies for IVC Women's Soccer from 7/20/2016 to 6/30/2017. Irvine Valley College	\$2,500.00
<u>Live Free Apparel</u> Independent Contractor Agreement- For printing and embroidery services for team apparels and equipment supplies for Student Services department from 8/2/2016 to 6/30/2017. Irvine Valley College	\$2,500.00
<u>Raja Khabbaz</u> Construction Services Agreement- For construction of electronic lab instruction equipment inside classroom from 8/13/2016 to 9/2/2016. Irvine Valley College	\$2,500.00
<u>Tustin Chrysler Jeep Dodge</u> Independent Contractor Agreement- For maintenance and repair of campus police vehicles from 7/1/2016 to 6/30/2017. Irvine Valley College	\$2,500.00
<u>The Gnomon Workshop</u> Software License Agreement- For subscription of Gnomon, a visual effects software for computer graphics education, from 8/18/2016 to 8/18/2017. Irvine Valley College	\$2,495.00
<u>Coast Fitness Repair Shop</u> Maintenance Service Agreement- To provide fitness equipment repair and maintenance services from 7/1/2016 to 6/30/2017. Saddleback College	\$2,400.00
<u>Theodore Hunt</u> Independent Contractor Agreement- For Model United Nations (MUN) assistant to support Model United Nations (MUN) meetings, conferences and competitions from 9/1/2016 to 5/23/2017. Irvine Valley College- Foundation	\$2,400.00
<u>Astronics Test Systems</u> Community Education Agreement- To deliver customized MS Excel 2013 training to Astronics Test Systems' employees from 8/9/2016 to 8/10/2016. Saddleback College	\$2,160.00 (Revenue)
<u>Austin Weatherman</u> Independent Contractor Agreement- For advertising manager services for the Lariat newspaper from 1/19/2016 to 7/31/2016. Saddleback College	\$2,000.00
<u>Belly Twins International, Inc.</u> Independent Contractor Agreement- For Middle East Belly Dance performance for Laser Week 2016 from 8/8/2016 to 6/30/2017. Irvine Valley College	\$2,000.00

Item Submitted By: *C.M. Brahmhatt, Acting Vice Chancellor, Business Services*

<u>Bianca Ruffino</u> Independent Contractor Agreement- For advertising manager services for the Lariat newspaper from 7/1/2015 to 7/31/2016. Saddleback College	\$2,000.00
<u>The Embroidery Store</u> Independent Contractor Agreement- For embroidery and screen printing services for the Athletics department from 7/18/2016 to 6/30/2017. Irvine Valley College	\$2,000.00
<u>Gary Kusonoki</u> Independent Contractor Agreement- For parking ticket hearing examiner services for Campus Police department from 7/1/2016 to 6/30/2017. Irvine Valley College	\$2,000.00
<u>Shakespeare by the Sea</u> Independent Contractor Agreement- For performance of Cymbeline for Faculty Professional Week on 8/17/2016. Irvine Valley College	\$2,000.00
<u>Sport Productions</u> Independent Contractor Agreement- For printing services of sport schedule cards for the IVC Athletic department from 9/10/2016 to 6/30/2017. Irvine Valley College	\$2,000.00
<u>Vital Link Orange County</u> Independent Contractor Agreement- To provide support for the Countywide Professional Learning Community (PLC) group activities, facilitate countywide competitions for K-12 and community College students and assist Career Technical Education (CTE) special events from 8/22/2016 to 6/30/2017. Irvine Valley College	\$2,000.00
<u>Judge Netting</u> Construction Service Agreement- For netting installation services at the Hammer Throw from 8/1/2016 2/1/2017. Saddleback College	\$1,920.00
<u>Crepes Bonaparte</u> Catering Services Agreement- For catering services for the Classified Staff Development Day in Lake Mission Viejo, CA on 3/21/2017. District Services	\$1,887.84
<u>Lake Mission Viejo Association Clubhouse Rental</u> Facility Use Agreement- For facility use and equipment rental for District-Wide Classified Staff Development Day at Lake Mission Viejo, CA on 3/21/2017 District Services	\$1,850.00
<u>CAPP Associates Inc.</u> Software Support Agreement- For maintenance and upgrade for ASAP, a scoring and reporting assessment software, from 7/18/2016 to 8/18/2016. Irvine Valley College	\$1,800.00

Item Submitted By: *C.M. Brahmhatt, Acting Vice Chancellor, Business Services*

<u>Zoom</u> Software License Agreement- For subscription renewal of Zoom, video conferencing software, from 8/20/2016 to 8/19/2017. Irvine Valley College	\$1,738.50
<u>BCH Waterworks</u> Independent Contractor Agreement- For maintenance services and supplies for fish aquarium in the Child Development Center from 7/1/2016 to 6/30/2017. Saddleback College	\$1,650.00
<u>Amber Caras</u> Independent Contractor Agreement (Amend #1)- For additional Summer Theatre properties artisan services of \$40 for a revised contract total of \$1,540. Saddleback College	\$1,540.00
<u>Experian</u> Independent Contractor Agreement- For credit registration services from 7/1/2016 to 6/30/2017. Saddleback College	\$1,524.00
<u>Care Ambulance Services, Inc.</u> Independent Contractor Agreement- For ambulance standby services for athletic events from 7/1/2016 to 6/30/2017. Saddleback College	\$1,500.00
<u>CASAS (Comprehensive Adult Student Assessment Systems)</u> Independent Contractor Agreement- To provide Professional Development trainings and workshops for Saddleback College Adult Education, an English as a second language assessment, from 7/1/2016 to 6/30/2017. Saddleback College	\$1,500.00
<u>Steven Vanhauwaert</u> Independent Contractor Agreement- For guest pianist to perform on 9/10/2016 and to hold one Master Piano Class on 9/15/2016. Irvine Valley College	\$1,500.00
<u>Westwind Sailing LLC</u> Independent Contractor Agreement- For leasing of the sailboats for educational use from 7/1/2016 to 6/30/2017. Saddleback College	\$1,400.00
<u>Eberhard Equipment</u> Independent Contractor Agreement- For equipment rental for turf vacuum and tractor loaders for field maintenance from 6/8/2016 to 6/14/2016. Irvine Valley College	\$1,321.92
<u>United Sites</u> Independent Contractor Agreement- For solar decathlon fence rental from October 2015 through December 2015. Irvine Valley College	\$1,244.95

<u>Premier Fitness Services</u> Maintenance Service Agreement- For equipment maintenance for the IVC Fitness Center and Weight Training room from 7/1/2016 to 6/30/2017. Irvine Valley College	\$1,100.00
<u>San Clemente Times LLC</u> Advertising Agreement- To advertise in San Clemente Times on 8/24/2016, Dana Point Times on 8/26/2016 and The Capistrano Dispatch on 8/26/2016. Saddleback College	\$1,100.00
<u>Sapsis Rigging, Inc.</u> Independent Contractor Agreement- To conduct a safety inspection of the rigging systems at the McKinney Theater from 8/16/2016 to 8/22/2016. Saddleback College	\$1,100.00
<u>Apple Store Irvine Spectrum</u> Professional Services Agreement- For computer display monitor repair services on 8/9/2016. Irvine Valley College	\$1,098.46
<u>United Rentals (North America), Inc.</u> Independent Contractor Agreement- For portable light tower rental for Saddleback Football Team's practice field from 11/23/2015 to 12/1/2015. Saddleback College	\$1,069.84
<u>Scantron</u> Software Support Agreement- For subscription renewal of Scantron, a test scoring software for grade book and master reports, from 11/13/2016 to 11/12/2017. Irvine Valley College	\$1001.00
<u>Anthony Ragazzo Jr.</u> Independent Contractor Agreement- Guest speaker for the SafeSpaces LGBT (Lesbian, Gay, Bisexual, and Transgender) Trainings, an initiative to create a safe place for all lesbian, gay, bisexual and transgender students, on 8/16/2016 and 10/14/2016. Irvine Valley College	\$1,000.00
<u>Fontis Solutions</u> Independent Contractor Agreement- For printing services of parking voucher books for IVC Police department from 7/1/2016 to 6/30/2017. Irvine Valley College	\$1,000.00
<u>Magnus Health LLC</u> Software License Agreement- For subscription renewal of Magnus Health Software, a medical record keeping software for student athletes, used in the Athletics department from 8/18/2016 to 8/18/2017. Irvine Valley College	\$1,000.00

<u>Polished Image, Inc.</u> Independent Contractor Agreement- For embroidery services for various athletic apparels and supplies for the Athletics department on as needed basis from 7/1/2016 to 6/30/2017. Saddleback College	\$1,000.00
<u>SARS Software Products, Inc.</u> Software License and Support Agreement- For subscription and support of SARS Anywhere, an appointment scheduling software for student services, from 10/1/29016 to 12/31/2016. Saddleback College	\$1,000.00
<u>Shane Savala</u> Independent Contractor Agreement- For Summer Jazz Camp assistant services from 7/11/2016 to 7/15/2016. Saddleback College	\$1,000.00
<u>Adobe.com</u> Software License Agreement- For license renewal of Adobe Creative Cloud software from 7/1/2016 to 6/30/2017. District Services	\$899.40
<u>Lauren Hogan-Miertschin</u> Educational Services Agreement- For community education courses in computer programming from 7/1/2016 to 6/30/2017. Irvine Valley College	\$882.00
<u>Telestream</u> Software License Agreement- For subscription renewal of Caption Marker Pro, a software for adding captions and recording on the IVC TV channel, used by the Marketing Department from 8/11/2016 to 8/10/2017. Irvine Valley College	\$825.00
<u>Culligan Water</u> Independent Contractor Agreement- To provide and exchange water softener canisters on a monthly basis in the Culinary Arts Lab from 7/1/2016 to 6/30/2017. Saddleback College	\$812.00
<u>University of California, San Diego</u> License to Use Agreement- To provide site license to use for the Mathematics Diagnostic Testing Project (MDTP), a mathematical placement test, from 7/1/2016 to 6/30/2017. Saddleback College	\$800.00
<u>Terminix</u> Independent Contractor Agreement- For annual pest control for Advanced Technology & Education Park (ATEP) from 7/1/2016 to 6/30/2017. Irvine Valley College	\$780.00
<u>Sound Connected LLC</u> Independent Contractor Agreement- For African dance and music performance for Laser Week 2016 from 8/8/2016 to 6/30/2017. Irvine Valley College	\$750.00

Item Submitted By: *C.M. Brahmhatt, Acting Vice Chancellor, Business Services*

<u>Intuit</u> Software License Agreement- For subscription renewal of Intuit Quickbooks, an accounting software for teaching, used by the Business Sciences department from 8/23/2016 to 8/23/2017. Irvine Valley College	\$745.20
<u>All Tech Service</u> Independent Contractor Agreement- For PC monitor repairs from 8/16/2016 to 12/31/2016. Irvine Valley College	\$700.00
<u>United Site Services of California, Inc.</u> Independent Contractor Agreement- For temporary installation of portable restrooms at A400 from 4/1/2016 to 6/16/2016. Irvine Valley College	\$697.41
<u>Jackie Strobel</u> Independent Contractor Agreement- For delivering intermediate MS Excel 2013 training to Astronics Test Systems, Inc. employees from 8/9/2016 to 8/10/2016. Saddleback College	\$640.80
<u>NetSupport</u> Software License Agreement- For subscription of NetSupport School Classroom Management Software, a classroom management solution for class monitoring, from 8/16/2016 to 8/16/2017. Saddleback College	\$611.18
<u>100 Pianos Premier Web Solutions</u> Software License Agreement- For mobile web application services, used by the Library to create online tutorials, from 7/1/2016 to 6/30/2017. Saddleback College	\$600.00
<u>Computer Systems Approach, Inc. (CSA, Inc.)</u> Independent Contractor Agreement- For repairs and parts for printers in the Photography Lab from July 2016 to June 2017. Saddleback College	\$600.00
<u>Economic Alternatives, Inc.</u> Independent Contractor Agreement- For pH monitoring services in Life Sciences building from 7/1/2016 to 6/30/2017. Irvine Valley College	\$600.00
<u>Kalpuli Zem Anahuak</u> Independent Contractor Agreement- For Aztec dance performance for IVC Laser Week on 8/8/2016. Irvine Valley College	\$600.00
<u>Yabla</u> Software License Agreement- For subscription renewal of Yabla French and Spanish, a language learning software, used by the Language Lab from 8/4/2016 to 8/4/2017. Irvine Valley College	\$598.00

<u>AdvancedOffice</u> Service Maintenance Agreement- For copier maintenance service renewal from 7/1/2016 to 6/30/2017. Saddleback College	\$576.00
<u>Dropbox</u> Software License Agreement- For subscription renewal of DropBox, a file hosting service for secured file sharing and storage solution from 8/5/2016 to 8/5/2017. Irvine Valley College	\$556.50
<u>Service Solutions Group dba Tech-24</u> Independent Contractor Agreement- To provide service and repair to all freezers and refrigerators in the Culinary Arts Lab from 7/1/2016 to 6/30/2017. Saddleback College	\$550.00
<u>FunFlicks</u> Independent Contractor Agreement- For an outdoor movie event for the IVC Athletes on 9/10/2016. Irvine Valley College-Foundation	\$516.00
<u>Ike's Sharpening Services</u> Independent Contractor Agreement- To provide sharpening services for the chef knives and various machine blades, used by the Culinary Arts students and instructors from 7/1/2016 to 6/30/2017. Saddleback College	\$510.00
<u>California Electric</u> Independent Contractor Agreement- For small electronic equipment repairs for the Culinary Arts Lab on an as needed basis from 7/1/2016 to 6/30/2017. Saddleback College	\$500.00
<u>Moorey's Music</u> Independent Contractor Agreement- To provide musical instrument repairs on an as needed basis for the Music department from 8/1/2016 to 6/30/2019. Irvine Valley College	\$500.00
<u>Greg Adamson</u> Independent Contractor Agreement- Guest cello player for Little Shop of Horrors, a summer of theatre production, from 7/18/2016 to 7/24/2016. Saddleback College	\$400.00
<u>DropBox</u> Software License Agreement- To purchase additional licenses of DropBox, a file sharing and cloud storage solution, from 8/19/2016 to 8/19/2017. Irvine Valley College	\$384.76

<u>Library H3lp</u> Software License Agreement- For subscription of LibraryH3lp, a virtual service software with chat support, from 8/7/2016 to 8/6/2017. Saddleback College	\$375.00
<u>Tausala Polynesia</u> Independent Contractor Agreement- For Polynesian Dance performance for Laser Week 2016, on 8/9/2016. Irvine Valley College	\$375.00
<u>Cal Building Systems</u> Independent Contractor Agreement- For fire safety monitoring at Advanced Technology & Education Park (ATEP) from 7/1/2016 to 12/31/2016. Irvine Valley College	\$360.00
<u>Cal Building Systems</u> Independent Contractor Agreement- For fire safety monitoring at Irvine Valley College from 7/1/2016 to 12/31/2016. Irvine Valley College	\$360.00
<u>Beverly Matsuda</u> Independent Contractor Agreement- To provide photography services for the Orange County CSTEM Day Event from 8/10/2016 to 8/25/2016. Irvine Valley College	\$350.00
<u>Halau Hula Lani Ola</u> Independent Contractor Agreement- To provide authentic Hawaiian dance performance at college-wide luncheon on 8/15/2016. Irvine Valley College	\$350.00
<u>MyBinding</u> Service Maintenance Agreement- For laminator maintenance service renewal from 7/12/2016 to 7/12/2017. Irvine Valley College	\$350.00
<u>Vocational Biographies</u> Software License Agreement- For subscription of Vocational Biographies, an online site to provide users with career information from 8/12/2016 to 8/12/2017. Saddleback College	\$325.00
<u>Diablo Valley College Academy Support Center</u> Affiliation Agreement- For annual membership of WASTC (Western Academy Support and Training Center) in partnership with Diablo Valley College from 7/1/2016 to 12/31/2016. Irvine Valley College	\$300.00
<u>Du'Bois A'Keen</u> Independent Contractor Agreement- For Contemporary Modern Movement Master Class on 8/29/2016 and 8/30/2016. Irvine Valley College	\$300.00

<u>MKH Electronics</u> Independent Contractor Agreement- For maintenance and safety services of physical therapy equipment for the Saddleback Kinesiology & Athletics division from 7/1/2016 to 6/30/2017. Saddleback College	\$300.00
<u>All Star Jumper Rentals</u> Independent Contractor Agreement- To provide party rental equipment for campus event from 8/16/2016 to 8/19/2016. Saddleback College	\$270.00
<u>Pacific Islander Health Partnership</u> Advertising Agreement- For exhibition and advertisement space at the 9 th Pacific Islander Festival in Huntington Beach, CA in community outreach and student recruitment efforts from 9/17/2016 to 9/18/2016. Irvine Valley College	\$200.00
<u>South Coast Fire Protection</u> Independent Contractor Agreement- For annual fire extinguisher service from 7/15/2016 to 8/1/2016. Irvine Valley College	\$180.00
<u>American Meteorological Society (AMS) Education</u> License to Use Agreement- For license to use American Meteorological Society (AMS) weather study course, an online weather & climate software, for 2016-2017 academic year. Saddleback College	\$149.00
<u>Andrew Martelle</u> Independent Contractor Agreement- To assist music instructor with Saddleback College Jazz Studies from 8/10/2016 to 8/31/2016. Saddleback College	\$100.00
<u>Evernote</u> Software License Agreement- For subscription of Evernote, a cross-platform app designed for note taking, organizing and archiving, from 8/5/2016 to 8/5/2017. Irvine Valley College	\$45.00
<u>BACTES Imaging Solutions, LLC</u> Clinical Affiliation Agreement- To provide clinical training for students in Health Care Programs. Saddleback College	\$0.00
<u>CASAS-Comprehensive Adult Student Assessment Systems</u> Confidentiality Agreement- To manage student data that comprises personal information in compliance with all applicable federal and California state privacy law from 7/1/2016 to 6/30/2017. Saddleback College	\$0.00

<u>CBS Radio Inc. DBA KAMP-FM/ 97.1 AMP Radio</u> Independent Contractor Agreement- To provide radio DJ promotional services for several Associated Students Irvine Valley College (ASIVC) events on campus at no cost from 8/10/2016 to 6/30/2017. Irvine Valley College-ASIVC	\$0.00
<u>Children's Cardiology Group</u> Clinical Affiliation Agreement- To provide clinical training experiences for students enrolled in the Medical Assisting Program. Saddleback College	\$0.00
<u>County of Orange</u> Training Agreement- To provide California Work Opportunity and Responsibility to Kids (Calworks) training services to eligible Workforce Innovation and Opportunity Act (WIOA) clients from 7/1/2016 to 6/30/2019. Irvine Valley College	\$0.00
<u>Foundation for California Community Colleges</u> Affiliation Agreement- To provide support for Career Catalyst program, a program to help students be prepared to enter the workforce through various internship and assistance, from 6/6/2016 to 10/31/2016. Saddleback College	\$0.00
<u>Grad Images</u> Professional Services Agreement- For 2-year extension of professional photography services for Commencement Ceremonies through 2019 with total contract remaining at \$0. Irvine Valley College	\$0.00
<u>Instructure</u> Software License and Support Agreement- For subscription and software support of Canvas Cloud, a cloud-based learning management system, from 7/1/2016 to 7/1/2017. Irvine Valley College	\$0.00
<u>Keller Williams</u> Facility Use Agreement- For facility use for off campus credit classes during the Fall/Spring semesters from 8/22/2016 to 5/21/2017. Saddleback College	\$0.00
<u>USC School of Social Work</u> Memorandum of Agreement (Amend #1)- No cost extension of services from 7/1/2016 to 6/30/2018 for social work education program with total contract remaining at \$0. Irvine Valley College	\$0.00

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Agreement for Chancellor Search Consultant Services with Professional Personnel Leasing, Inc.

ACTION: Approval

BACKGROUND

On July 18th, 2016, the Board of Trustees authorized the Interim Chancellor to facilitate the process for a nationwide candidate recruitment to fill the chancellor position for the South Orange County Community College District.

STATUS

SOCCCD ran a newspaper advertisement for the solicitation of proposals for qualified contractors for Chancellor Search Consultant Services as specified in RFP #339D from August 5 through August 22, 2016. Additional marketing efforts included placing a copy of the "Request for Qualifications and Proposals (RFQ&P)" on the district's website and notifying over 30 firms known to provide these services.

On August 22, 2016, three firms provided responses. District staff evaluated the proposals and interviews followed on September 13, 2016. The evaluation committee recommends award to Professional Personnel Leasing (PPL), Inc., with co-consultants Dr. Dean Colli, and Dr. Guy Lease, for a total contract amount not to exceed \$29,500 (including travel and related expenses) as best value to the district. The District will be responsible for advertising.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve the next step in the process by authorizing the Interim Chancellor to negotiate and execute an agreement with PPL, Inc., in the amount of \$29,500.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Central Plant Phase 2, Upgrade Services Project, Notice of Completion, Southland Industries

ACTION: Approval

BACKGROUND

On January 26, 2015 the Board of Trustees approved a \$1,340,000 Energy Services agreement with Southland Industries for the Saddleback College Central Plant Phase 2, Upgrade Services project.

STATUS

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Saddleback College Central Plant Phase 2 Upgrade project.

Funds were made available in the approved basic aid capital project budget of \$750,000 with the remaining \$590,000 provided from Saddleback College Scheduled Maintenance budget.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize the filing of the Notice of Completion (EXHIBIT A) for Saddleback College Central Plant Phase 2, Upgrade Services project to Southland Industries, for a final contract amount of \$1,340,000. It is also recommended that the board authorize the release of retention 35 days after filing.

Recording Requested
By and Mail to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 Marguerite Parkway
Mission Viejo, California 92692
Attn: 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: CENTRAL PLANT PHASE 2 UPGRADE SERVICES PROJECT at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 26th day of January 2015, which contract was made with SOUTHLAND INDUSTRIES, as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 26th day of September 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 CHUBB GROUP OF INSURANCE COMPANIES, NEW JERSEY; 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 _____
Debra L. Fitzsimons
Interim 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 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, Interim Chancellor

RE: SOCCCD: Saddleback College Technology & Applied Sciences Building Swing Space Project, Architectural Services Agreement, Amendment No. 13, R2A Architecture

ACTION: Approval

BACKGROUND

On April 30, 2012, the Board of Trustees approved hiring R2A Architecture for the Saddleback College Technology & Applied Sciences Building (TAS) Swing Space project for \$485,000. The original agreement provided for additional services, if necessary. The Board of Trustees has approved amendments No.1 through 12 for a total of \$346,968 and a revised contract amount of \$831,968.

STATUS

The timeframe for architectural services must be extended to assist the district with finalizing the addition of a necessary exhaust fan installation. This extension was recommended to the district for signature past the completion date of the contract and therefore is recommended for ratification separately from the ratification log. R2A Architecture has agreed to extend their services for a no cost change to the contract.

Staff recommends approval of the contract Amendment No. 13 (EXHIBIT A) to extend architectural services for the TAS Building Swing Space project from June 30, 2016 to November 1, 2016.

Funds for this amendment are available within the approved project budget of \$9,520,687.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Amendment No. 13 (EXHIBIT A) to extend architectural services to November 1, 2016 with R2A Architecture for the Saddleback College Technology & Applied Sciences Building Swing Space project for a no cost change.

AMENDMENT No. 13
TO ARCHITECTURAL SERVICES AGREEMENT
TECHNOLOGY & APPLIED SCIENCES BUILDING SWING SPACE PROJECT
SADDLEBACK COLLEGE

EXHIBIT A
Page 1 of 1

September 26, 2016

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

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

WHEREAS, Article I, paragraph 4, establishes the term of services at 36 months from the date of this agreement and amendment 2, attachment A item 2 increased the term of services from 36 months to 48 months for additional architectural/engineering services, and amendment 12 increased the term by 2 months to 50 months;

WHEREAS, Services are needed to until November 1, 2016 to complete the architectural/ engineering services as they relate to the addition of a necessary exhaust fan installation; and

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

Increase the term of services to November 1, 2016.

Original Contract Amount:	\$485,000
Amendment No. 1	\$ 46,000
Amendment No. 2	\$163,420
Amendment No. 3	\$ 28,800
Amendment No. 4	\$ 6,170
Amendment No. 5	\$ 10,000
Amendment No. 6	\$ 7,890
Amendment No. 7	\$ 3,838
Amendment No. 8	\$ 2,350
Amendment No. 9	\$ 10,000
Amendment No.10	\$ 60,000
Amendment No.11	\$ 8,500
Amendment No. 12	\$ 0
Amendment No. 13	<u>\$ 0</u>
Revised Contract Amount:	\$831,968

IN WITNESS HEREOF, the Parties have executed this Amendment No. 13 as of the date set forth above.

"DISTRICT"

South Orange County Community College District

"CONSULTANT"

R2A Architecture

By: _____

Dr. Debra L. Fitzsimons
Vice Chancellor, Business Services

By: _____

Etienne Runge
CEO

Date: _____

Date: _____

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback College Fine Arts HVAC Upgrades and Interior Renovation Project, Notice of Completion, Solpac Construction, Inc. dba Soltek Pacific Construction Company

ACTION: Approval

BACKGROUND

On January 25, 2016 the Board of Trustees approved a \$7,317,766 Energy Services agreement with Solpac Construction Inc. dba Soltek Pacific Construction Company for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project. Board Change Orders No. 1 and 2 equaling \$146,471 are on this month's agenda for a new contract total of \$7,464,237.

STATUS

Contract work is complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project.

Funds were used from the approved basic aid budget of \$9,800,000.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize the filing of the Notice of Completion (EXHIBIT A) for Saddleback College Fine Arts HVAC Upgrades and Interior Renovation project to Solpac Construction Inc. dba Soltek Pacific Construction Company, with a current contract amount of \$7,464,237 and outstanding change orders under negotiation. It is also recommended that the board authorize the release of retention 35 days after filing.

Recording Requested
By and Mail to:

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
28000 Marguerite Parkway
Mission Viejo, California 92692
Attn: 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: FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT at SADDLEBACK COLLEGE, the contract for the doing of which was heretofore entered into the 25th day of January 2016, which contract was made with SOLPAC CONSTRUCTION, INC. DBA SOLTEK PACIFIC CONSTRUCTION COMPANY, as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 26th day of September 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 LIBERTY MUTUAL INSURANCE COMPANY of MASSACHUSETTS; 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 _____
Debra L. Fitzsimons
Interim 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 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, Interim Chancellor

RE: SOCCCD: ATEP IVC First Building Project, Change Order No. 1, McCarthy Building Companies, Inc.

ACTION: Approval

BACKGROUND

On June 22, 2015, the Board of Trustees approved a \$16,285,000 Maximum Allowable Price Design-Build agreement with McCarthy Building Companies, Inc. for the ATEP IVC First Building project.

In September of 2015, President Roquemore requested that the Design/Build team explore the possibility of expanding the lobby for the ATEP IVC First Building. Increasing the enclosed space enhances secure space for gatherings and gallery presentations and addresses the objective of versatile and accessible classroom environments. Upon receiving a cost estimate, President Roquemore requested and Vice Chancellor Fitzsimons agreed to move forward with the enhancement in order to meet project time constraints for project completion.

On August 22, 2016, the Board of Trustees approved the FY 2016-2017 budget which included Redevelopment funds applied toward the cost associated with the increased square footage at the ATEP IVC First Building Lobby.

STATUS

The required modifications contained in Change Order Request No. 1 are described in EXHIBIT A. Approval of Change Order No. 1 will result in an increase of \$1,268,345 for a revised contract total of \$17,553,345 and add 15 days with a revised contract completion date of November 24, 2017.

Funds are available in the ATEP IVC First Building project budget with an approved basic aid project budget of \$26,000,000. Other costs covered by the project budget include consultants, inspections, testing, furniture and equipment.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees approve Board Change Order No. 1 (EXHIBIT A) for the ATEP IVC First Building project and authorize staff to execute the corresponding change order with McCarthy Building Companies, Inc., resulting in an increase of \$1,268,345 for a revised contract amount of \$17,553,345 and add 15 days for a revised contract completion date of November 24, 2017.

Item Submitted By: *C.M. Brahmbhatt, Acting Vice Chancellor, Business Services,*

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ATEP IVC First Building Project
Board Change Order No. 1

September 26, 2016

Bid #	DESCRIPTION	CONTRACTOR		CONTRACT AMOUNT	Previously Approved COR's	BCO No. 1 COR Total	REVISED CONTRACT AMOUNT	Approved Time Extension (Cal. days)
17	Design-Build Contractor	McCarthy Building Companies, Inc.		\$16,285,000.00	\$0.00	\$1,268,345.00	\$17,553,345.00	0
		20401 SW Birch Street Newport Beach, CA 92660	TOTAL	16,285,000.00			17,553,345.00	5

COR No.	Date	Description	Requested	Status	Amount	Time Extension
1	8/11/2016	Provide a single occupant "uni-sex" restroom on the first level of the building proximate to the regional testing center.	by College	reviewed	\$59,752.00	0
2	8/11/2016	Add 2,050 square feet to Lobby expanding collaborative and STEM space	by College	reviewed	\$930,546.00	7
3	8/11/2016	Geotechnical report increased design requirements	by District	reviewed	\$278,047.00	8
		TOTAL THIS CHANGE ORDER REQUEST			\$1,268,345.00	15

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Irvine Valley College Liberal Arts Building Project, Notice of Completion, Swinerton Builders

ACTION: Approval

BACKGROUND

On April 30, 2012, the Board of Trustees adopted Resolution 12-17 authorizing design-build procurement for the Irvine Valley College A400 design-build project. On January 22, 2013, a design-build contract was approved with Swinerton Builders with a Maximum Allowable Price of \$8,850,000. The Board of Trustees has approved Change Orders 1-8 for an increased contract amount of \$462,263 for a contract total of \$9,312,263. Change Order No. 9 is being recommended for ratification to the board during this August board meeting for an increase of \$26,778 and a new contract total of \$9,339,041.

STATUS

Contract work is substantially complete. Staff recommends that a Notice of Completion (EXHIBIT A) be filed for the Irvine Valley College Liberal Arts Building project.

RECOMMENDATION

The Interim Chancellor recommends that the Board of Trustees authorize filing the Notice of Completion (EXHIBIT A) for the Irvine Valley College Liberal Arts Building project to Swinerton Builders for a final amount of \$9,339,041. 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: LIBERAL ARTS BUILDING PROJECT at IRVINE VALLEY COLLEGE, the contract for the doing of which was heretofore entered into the 22nd day of January 2013, which contract was made with Swinerton Builders., as Contractor; that said improvements were completed and accepted by formal action of the governing board of said District on the 26th day of September 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 LIBERTY MUTUAL INSURANCE COMPANY; that the property hereinafter referred to and on which said improvements were made is described as follows:

IRVINE VALLEY COLLEGE
5500 IRVINE CENTER DRIVE
IRVINE, CA 92618

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT OF ORANGE COUNTY, CA

By _____
Debra L. Fitzsimons
Interim Chancellor

Dated _____

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

State of California
County of Orange

Subscribed and sworn to (or affirmed) before me

on this _____ day of _____, 20 ____

by 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, Interim Chancellor

RE: SOCCCD: Conflict of Interest – Biennial Code Review and Amendment

ACTION: Approval

BACKGROUND

Pursuant to Government Code Section 87306.5(b), the Orange County Board of Supervisors (the “County”), as the code reviewing body for the District, has requested that the District conduct a biennial review of its Conflict of Interest Code and, if a change in the Code is necessitated by changed circumstances, submit an amended Code to the County. The amended code will become effective upon approval by the County.

STATUS

Consistent with the advisory opinions issued by the Fair Political Practices Commission, the District’s existing Conflict of Interest Code (EXHIBIT A - Attachment A) is revised to reflect officials in the positions listed in EXHIBIT B shall file Statements of Economic Interest with either the Clerk of the Orange County Board of Supervisors or the agency/district's Political Reform Act Filing Officer and that the list of designated positions (EXHIBIT B) and reporting categories (EXHIBIT C) are updated and amended as shown.

RECOMMENDATION

The Chancellor recommends that the Board of Trustees adopt Resolution No. 16-26 (EXHIBIT A) and approve the revised Conflict of Interest Code, subject to the review and approval by the Orange County Board of Supervisors.

RESOLUTION NO. 16-26

RESOLUTION OF THE BOARD OF TRUSTEES
OF SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
ADOPTING A CONFLICT OF INTEREST CODE
WHICH SUPERSEDES ALL PRIOR CONFLICT OF
INTEREST CODES AND AMENDMENTS
PREVIOUSLY ADOPTED

WHEREAS, the Political Reform Act of 1974, Government Code Section 81000 et. Seq. (“the Act”), requires a local government agency to adopt a Conflict of Interest Code pursuant to the Act; and

WHEREAS, South Orange County Community College District has previously adopted a Conflict of Interest Code and that Code now requires updating; and

WHEREAS, amendments to the Act have in the past and foreseeably will in the future require conforming amendments to be made to the Conflict of Interest Code; and

WHEREAS, the Fair Political Practices Commission has adopted a regulation, Title 2, California Code of Regulations, Section 18730, which contains terms for a standard model Conflict of Interest Code, which, together with amendments thereto, may be adopted by public agencies and incorporated by reference to save public agencies time and money by minimizing the actions required of such agencies to keep their code in conformity with the Political Reform Act.

NOW THEREFORE, BE IT RESOLVED:

Section 1. The terms of Title 2, California Code of Regulations, Section 18730 (Attachment A) and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference and, together with Exhibits A and B in which members and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the South Orange County Community College District.

Section 2. The provisions of all Conflict of Interest Code and Amendments thereto previously adopted by the South Orange County Community College District and hereby superseded.

Section 3. The Filing Officer is hereby authorized to forward a copy of this Resolution to the Clerk of the Orange County Board of Supervisors for review and approval by the Orange County Board of Supervisors as required by California Government Code Section 87303.

President, Board of Trustees
South Orange County Community College District

Clerk, Board of Trustees
South Orange County Community College District

ATTACHMENT A

CONFLICT OF INTEREST CODE FOR THE

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

The Political Reform Act, Government Code Sections 81000, et seq., requires state and local government agencies to adopt and promulgate Conflict of Interest Codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code Regs. Sec. 18730) which contains the terms of a standard Conflict of Interest Code, which may be incorporated by reference in an agency's code. After public notice and hearing, the FPPC may amend this Regulation to conform to amendments in the Political Reform Act. Therefore, the terms of California Code of Regulations, Title 2, Section 18730 and any amendments to it duly adopted by the FPPC are hereby incorporated by reference. This regulation and the attached Exhibits designating officials and employees and establishing disclosure categories shall constitute the Conflict of Interest Code of the South Orange County Community College District.

Officials in the positions listed in Exhibit B shall file Statements of Economic Interest with either the Clerk of the Orange County Board of Supervisors or the agency/district's Political Reform Act Filing Officer, as specified in Exhibit B. The Statements of Economic Interest shall be maintained as public records and shall be made available for public inspection and reproduction (Government Code § 82008).

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

LIST OF DESIGNATED POSITIONS

CONFLICT OF INTEREST CODE

Designated Positions	Disclosure Categories	Files With
Acting Classified Administrator – Fiscal Services Comptroller	OC-01	COB
Assistant Athletic Director	OC-02	COB
Assistant Dean of Financial Aid and Student Support Services	OC-02	COB
Assistant Dean, Health Science & Human Services / Director of Nursing	OC-02	COB
Assistant Director of Facilities	OC-01	COB
Assistant Director of Facilities – Capital Outlay Projects	OC-01	COB
Assistant Director of Fiscal Services – Accounting and Budget	OC-01	COB
Assistant Director of Marketing and Creative Services	OC-02	COB
Assistant Director of Technology Services and Broadcast Systems	OC-02	COB
Assistant Manager, Child Development Center	OC-02	COB
Assistant Vice President for Institutional Effectiveness	OC-02	COB
Associate Director of Applications Delivery	OC-02	COB
Board Member	OC-01	COB
Board Policies & Administrative Regulations Program Director	OC-02	COB
Buyer	OC-01	COB
Central Services Manager	OC-02	COB
Chancellor	OC-01	COB
Chief of Police	OC-02	COB
College Grants and Contracts Manager	OC-01	COB
Construction Manager	OC-01	COB
Consultant	OC-30	Agency
Contract Specialist	OC-01	COB
Dean of Advanced Technology and Applied Science	OC-02	COB
Dean of Business Sciences, Online and Extended Education	OC-02	COB
Dean of Community Education, Emeritus Institute & K-12 Partnerships	OC-02	COB
Dean of Counseling Services	OC-02	COB
Dean of Economic Workforce Development and Business Sciences	OC-02	COB
Dean of Enrollment Services	OC-02	COB
Dean of Fine Arts and Media Technology	OC-02	COB
Dean of Health Sciences and Human Services	OC-02	COB
Dean of Health Sciences, Kinesiology and Athletics	OC-02	COB
Dean of Instruction, Economic and Workforce Development	OC-02	COB
Dean of Kinesiology and Athletics / Athletics Director	OC-01	COB
Dean of Liberal Arts	OC-02	COB
Dean of Mathematics, Science & Engineering	OC-02	COB
Dean of Online Education and Learning Resources	OC-02	COB
Dean of Social and Behavioral Sciences	OC-02	COB
Dean of Students & Counseling Services	OC-02	COB
Dean of the Arts	OC-02	COB

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

LIST OF DESIGNATED POSITIONS

CONFLICT OF INTEREST CODE

Designated Positions	Disclosure Categories	Files With
Dean of Transfer, Career & Special Programs	OC-02	COB
Deputy Chief of Police	OC-01	COB
Director of Annual Giving and Development Services	OC-02	COB
Director of Audience Development	OC-02	COB
Director of Child Development Center	OC-02	COB
Director of College Broadcast Services	OC-02	COB
Director of Community Education	OC-02	COB
Director of Economic and Workforce Development	OC-02	COB
Director of Emeritus Instructional Program	OC-02	COB
Director of Facilities Planning	OC-01	COB
Director of Financial Aid	OC-01	COB
Director of Fiscal Contract Services	OC-01	COB
Director of Foster and Kinship Care Program	OC-02	COB
Director of Health and Wellness Center	OC-02	COB
Director of HR-Employer-Employee Relations/EEO, Diversity Compliance/Training	OC-02	COB
Director of Information Technology - Academic Systems	OC-02	COB
Director of Information Technology - Administrative Systems	OC-02	COB
Director of Information Technology - Infrastructure & Security	OC-02	COB
Director of International Students Program	OC-02	COB
Director of IVC Facilities	OC-01	COB
Director of Learning Assistance	OC-02	COB
Executive Director of Marketing and Creative Services	OC-02	COB
Director of Marketing /Communications / Broadcast Systems	OC-02	COB
Director of Noncredit, Adult and Community Education	OC-02	COB
Director of Outreach and Recruitment	OC-02	COB
Director of Performing Arts and Operations	OC-02	COB
Director of Purchasing, Contracts, and Materials Management	OC-01	COB
Director of Research, Planning and Accreditation	OC-02	COB
Director of Site Development	OC-02	COB
Director of Student Health Center	OC-02	COB
Director of Student Life	OC-02	COB
Director of Student Life and Equity	OC-02	COB
Director of Student Success and Support Program	OC-02	COB
Director of Technology Services	OC-02	COB
Director of Technology Services and Broadcast Systems	OC-02	COB
District Director of Research, Planning and Data Management	OC-02	COB
Executive Director of College Foundation	OC-01	COB
Executive Director of Facilities Planning / Purchasing / Materials Management	OC-01	COB
Executive Director of Fiscal Services / Comptroller	OC-01	COB
Executive Director of HR and Employer- Employee Relations	OC-01	COB

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

LIST OF DESIGNATED POSITIONS

CONFLICT OF INTEREST CODE

Designated Positions	Disclosure Categories	Files With
Executive Director for Public and Government Affairs	OC-02	COB
Facilities Maintenance/Energy Project Manager	OC-01	COB
Facilities Operations Supervisor	OC-01	COB
Financial Analyst / Audit Supervisor	OC-02	COB
Grant Project Coordinator	OC-02	COB
Grant Program Manager	OC-01	COB
Instructional Site Supervisor	OC-02	COB
Manager, College Fiscal Services	OC-01	COB
Manager, Office of the Chancellor and Trustee Services	OC-01	COB
Manager, Office of the President	OC-01	COB
Night Facilities Operations Supervisor	OC-02	COB
Payroll and Benefits Processing Manager	OC-01	COB
Police Operations Lieutenant	OC-02	COB
President	OC-01	COB
Program Director, Categorical (DOL/TAACCCT)	OC-02	COB
Purchasing Manager	OC-01	COB
Registrar	OC-02	COB
Risk Management Policy and Regulation Program Director	OC-02	COB
Risk Manager	OC-01	COB
Senior Buyer	OC-01	COB
Senior Director of College Facilities	OC-01	COB
Student Payment/Veterans Offices Manager	OC-02	COB
Student Payment and Veterans Offices Manager	OC-02	COB
Systems Manager of Computer/ Network Operation Systems	OC-02	COB
Title IX Compliance Support Manager	OC-02	COB
User Experience (UX) Manager	OC-02	COB
Vice Chancellor of Business Services	OC-01	COB
Vice Chancellor of HR and Employer-Employee Relations	OC-01	COB
Vice Chancellor of Technology and Learning Services	OC-01	COB
Vice President for College Administrative Services	OC-01	COB
Vice President for Instruction	OC-02	COB
Vice President for Student Services	OC-02	COB
Workday HCM/Finance Enterprise Resource Planning Program Manager	OC-02	COB

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CONFLICT OF INTEREST CODE CATEGORIES

Disclosure Category	Disclosure Description
OC-01	All interests in real property in Orange County, the authority of the District as applicable, as well as investments, business positions and sources of income (including gifts, loans and travel payments).
OC-02	All investments, business positions and sources of income (including gifts, loans and travel payments).
OC-30	Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest category in the code subject to the following limitation: The County Department Head / Director / General Manager / superintendent / etc. may determine that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure required. The determination of disclosure is a public record and shall be filed with the Form 700 and retained by the Filing Officer for public inspection.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT

CONFLICT OF INTEREST CODE CATEGORIES

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Academic Personnel Actions – Regular Items

ACTION: Approval/Ratification

BACKGROUND

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

STATUS

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

Those academic personnel actions shown in Exhibit A and Exhibit 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 Exhibit A and Exhibit 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. BRAHMBHATT, CHANDULAL “CM” is to be employed as Acting Vice Chancellor of Business Services (Temporary/Limited Duration), Pos. #P0009814, Office of Chancellor, District Services, Academic & Classified Administrators/Classified Managers Salary Range 27, Step 8, effective September 1, 2016. This is a replacement position for Debra Fitzsimons, who is serving as Interim Chancellor.
- b. FITZSIMONS, DEBRA, ID #18094, is to be employed as Interim Chancellor, Pos. #P0009478, Office of the Chancellor, District Services, Chancellor’s Salary Range I, Step 1, effective August 23, 2016. This is a replacement position for Gary Poertner, who retired.
- c. MCDONALD, CHRISTOPHER is to be employed as Interim Vice President for Instruction, Pos. #P0009784, Office of the President, Irvine Valley College, Academic & Classified Administrators/Classified Managers Salary Range 25, Step 7, effective September 1, 2016. This is a temporary replacement position for Craig Justice, who retired.

2. 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>
Agnihotri, Aradhana	MS/Chemistry	CIM/SC	2	08/22/16
¹ Andre, Joy	BA/Music & Education	Adult Ed/Citizen/SC	5	08/22/16
Bhari, Shovit	MS/Physics	Astronomy/IVC	2	08/22/16
Blair, Heather	MA/Speech Commun.	Speech/SC	2	08/22/16
Brown, Jessica	MBA/Business Admin	Business/SC	2	08/22/16
² Busick, Elizabeth	MA/Education	LRC/SC	4	08/22/16
Cambara, Dennis	MA/Rehab Counseling	DSPS/IVC	2	08/22/16
Carson, Raymond	MA/TESOL	AESL/IVC	2	08/22/16
³ Chaboya, Robert	MA/Occupational Stud.	Electricity/IVC	5	08/22/16
Choun, Jinhee	PhD/Compar. Lit.	Adult Ed ESL/IVC	5	08/22/16
Cooney, William	BA/Anthropology	Adult Ed/Citizenship	1	08/22/16
⁴ Enciso, Maria	MA/Spanish	Emeritus/SC	5	08/22/16
Granillo, Christine	MA/English	English/IVC	2	08/22/16
Heunemann, John	AA/General Studies	Health Info/SC	1	08/22/16
⁵ Hong, Song	MA/TESOL	LRC/SC	4	08/22/16

¹ Board approved to teach Adult Ed/ESL on 8/24/15. Will also be teaching Adult Ed/Citizenship.

² Board approved to teach Adult Ed/ESL on 5/25/16. Will be teaching in LRC/Tutoring Center.

³ CalSTRS retiree. Board approved to teach Electricity on 8/20/2010.

⁴ Board approved to teach Spanish/Foreign Languages on 7/23/2007. Will be teaching in Emeritus.

⁵ Board approved to teach Adult Ed/ESL on 9/28/15. Will be teaching in LRC/Tutoring Center.

A. NEW PERSONNEL APPOINTMENTS

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary Placement</u>	<u>Start Date</u>
⁶ Huft, Justin	MA/Counseling-MFT	LRC/SC	3	08/22/16
Huggett, Danelle	MA/English	English/IVC	2	08/22/16
Johnson, Robin	MFA/Painting	Art/IVC	2	08/22/16
Jones, Steve	MEd/Education	Health Science/SC	2	08/22/16
Khomyakov, Vladimir	PhD/Musical Arts	Music/SC	5	08/22/16
Ling, Timothy	MA/Applied Math	Math/IVC	2	08/22/16
Manjarrez, Janeth	MS/Counseling	Counseling/SC	2	08/22/16
McBride, Lori	BA/English	Interior Design/SC	1	08/22/16
McNeil, Roger	PhD/Physics	Physics/IVC	5	08/22/16
Morris, Richard	MA/Fine Arts	Art/IVC	2	08/22/16
Olbrich, Mila	MA/Nursing	Nursing/SC	2	08/22/16
Parsons, Katherine	MA/Fine Arts	Art/IVC	2	08/22/16
Pease, Rachael	MFA/Painting	Art/IVC	2	08/22/16
Pham, Jacqueline	MA/Creative Writing	English/IVC	2	08/22/16
Pittaway, Holly	MA/Anthropology	Anthropology/SC	2	08/22/16
Polydoros, Lori	MA/Creative Writing	English/IVC	2	08/22/16
Quiroz, Laura	MA/Fine Arts	Theatre/IVC	2	08/22/16
Rastin, Shirin	MFA/Visual Art	Art/IVC	2	08/22/16
Reed, Brandon	BS/Biology	Health Science/SC	1	08/22/16
Sabine-Wolf, Kerri	MFA/Painting	Art/IVC	2	08/22/16
⁷ San Juan, Joseph	MA/English	English/SC	2	08/22/16
Schmitendorf, Allison	MA/English	English/IVC	2	08/22/16
Sclafani, Andrew	MA/Fine Arts	Theatre/IVC	2	08/22/16
⁸ Skaron, Deborah	MA/TESOL	LRC Tutor/SC	3	08/22/16
⁹ Sommerville, Nancy	BA/Interdisciplinary	LRC Tutor/SC	5	08/22/16
¹⁰ Tomlinson, Kristen	MA/TESOL	LRC Tutor/SC	2	08/22/16
Vang, Burlee	MA/Creative Writing	English/IVC	4	08/22/16
¹¹ Voisard, Norbert	MA/TESOL	LRC Tutor/SC	5	08/22/16
Wajid-Ali, Darlisa	MFA/Dance	Dance/IVC	2	08/22/16
¹² Wankier, Alisa	PhD/History	History/IVC	5	08/22/16
Weil, Alex	PhD/Compar. Lit.	English/IVC	5	08/22/16
¹³ Wetlesen, Sandra	MS/Special Education	LRC Tutor/SC	5	08/22/16
Winslow, Scott	MA/Geography	Geography/SC	2	08/22/16
Winston, Gregory	PhD/Analyt. Chemistry	Chemistry/IVC	5	08/22/16
Wright, Nancy	MA/TESOL	Adult ESL/IVC	2	08/22/16

⁶ Board approved to teach Psychology on 2/22/16. Will be teaching in LRC/Tutoring Center.

⁷ Current SOCCCD Classified Employee, Instructional Technologist, at Irvine Valley College.

⁸ Current SOCCCD Part-Time Faculty previously approved to teach Adult Education, Saddleback College.

⁹ Current SOCCCD Part-Time Faculty previously approved to teach ESL, Saddleback College.

¹⁰ Current SOCCCD Part-Time Faculty previously approved to teach Adult Education, Saddleback College.

¹¹ Current SOCCCD Part-Time Faculty previously approved to teach ESL, Saddleback College.

¹² Also being approved on this Board Agenda to teach English, under Equivalency, at Irvine Valley College.

¹³ Current SOCCCD Part-Time Faculty previously approved to teach Adult Education, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS

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

EQUIVALENCY

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

				<u>Approx. Salary</u>
<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Placement</u>	<u>Start Date</u>
¹⁴ Cram, Michael	BA/Kinesiology	Kinesiology/IVC	1	08/22/16

Equivalency is based upon a Bachelor's degree in Kinesiology from Pepperdine University and over 30 years of experience in volleyball as a player and coach at elite levels. Mr. Cram's experience includes three years as a player on the U.S. National Volleyball Team, 25 years playing at the national championship club level, two years as the head volleyball coach and adjunct instructor at Cerritos College, three years as an assistant volleyball coach at Corona del Mar High School (winning a CIF championship) and currently beginning his fifth season at Irvine Valley College in each of the women's, men's and beach volleyball programs.

Hsu, Shannon	BA/Bus. Admin.	Kinesiology/IVC	1	08/22/16
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Equivalency is based on a Bachelor's degree in Business Administration from California State University – Fullerton, and over 30 years' combined experience in badminton as both a player and coach at elite levels. Ms. Hsu's experience includes six years as a player on the U.S. National Badminton Team, two years as a member of state championship teams at IVC, three personal state titles as a player on those teams, 11 years as the Head Youth Coach of the Irvine Badminton Club, and currently in the beginning of her tenth year for Irvine Valley College as a volunteer Coaching Aide in badminton.

¹⁴ Current SOCCCD NBU Employee previously approved to serve as a Coaching Aid.

A. NEW PERSONNEL APPOINTMENTS

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

EQUIVALENCY

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

<u>Applicant</u>	<u>Highest Degree</u>	<u>Assignment</u>	<u>Approx. Salary</u>	<u>Start Date</u>
Massamiri, Tania	PhD/Pharmacology	Emeritus/SC	5	08/22/16

Equivalency is based on an Earned Doctor of Philosophy in Pharmacology and Toxicology from the University of California, Irvine. Dr. Massamiri has over 20 years of professional experience in biomedical research and teaching. Also since 1994, Dr. Massamiri has continuously expanded her education by showcasing in various art venues, including the fine arts of lapidary, gemology, painting, metal work, and carving. As a teacher, her career started in graduate school as a teaching assistant and continued as she managed the education of those who worked with her on biomedical research teams, both in academic and corporate settings. As a community educator, she has taught regular classes and led workshops in the area of personal development and meditation practices since 2004.

Nearhoof, Sean	BA/Communication	Baseball/IVC	1	08/22/16
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Equivalency is based on a Bachelor's degree in Communications from the University of Hawaii, Hilo, including 20 hours of Kinesiology credits. Mr. Nearhoof's experience includes over six years of coaching baseball for elite travel baseball camps and youth travel teams. Currently Mr. Nearhoof is employed by Elite Baseball and is the Lead Coach for the FCA Baseball Camp and Program instructor for Saddleback Cowboys Baseball.

Strange, Amy	MA/Education	EOPS/SC	2	08/01/16
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Equivalency is based on a Master's degree in Education from Michigan State University and a Master's level certificate: Board Certified Behavior Analyst from the University of West Florida. Ms. Strange's experience includes over 14 years of providing counseling services such as developing, monitoring and implementing comprehensive individualized behavior intervention plans for clients based on the client's strengths and deficits, addressing areas of delay including language skills, social skills and/or academic skills. She also monitors progress on the behavioral and program goals through the use of Applied Behavioral Analysis (ABA). Ms. Strange holds a Board Certified Behavior Analyst, BACB Certification.

A. NEW PERSONNEL APPOINTMENTS

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

EQUIVALENCY

Tseng, Erica PhD/Materials Science Chemistry/IVC 5 08/22/16

Equivalency is based on a Bachelor of Sciences degree in Materials Science and Engineering at the National Tseng Hua University and a PhD in Materials Science and Engineering from Michigan State University. Dr. Tseng has over one year of teaching experience at institutions of higher education. She has over six years of experience in the chemical industry.

¹⁵Wankier, Alisa PhD/History English/IVC 5 08/22/16

Equivalency is based upon a Bachelor's Degree, a Master's Degree and a PhD in History, experience in research and writing necessary to earn those degrees, and extensive experience teaching Writing 39C, a research and critical thinking composition course similar to Writing 2, at the University of California, Irvine.

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</u>	
		<u>Amount (\$)</u>	<u>Effective Date</u>
Kil, Joon	Summer Hiring Work/IVC	387.05	07/15/16-08/12/16
¹⁶ Mathur, Roopa	Chair, Business Sciences/IVC	663.50	08/15/16-12/19/16
Total for Month: General Fund/IVC		1,050.55	
2016-2017 IVC FISCAL YEAR TOTAL TO DATE		268,305.31	

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>
McGirr, Jill	Co-Chair, Eng.as a Second Language	2,488.13	08/17/16-12/18/16
¹⁷ Repka, Jim	Chair, Geology/Oceanography	1,658.75	08/17/16-12/18/16
¹⁸ Daniels, Stevie	Co-Chair, Eng.as a Second Language	2,488.13	08/17/16-12/18/16
Zoval, Jim	Chair, Chemistry	2,322.25	08/17/16-12/18/16
Total for Month: General Fund/SC		8,957.26	
2016-2017 FISCAL YEAR TOTAL TO DATE/SC		296,243.57	

¹⁵ Also being approved on this Agenda to teach History at Irvine Valley College.

¹⁶ Chair stipend approved by the Board of Trustees on August 22, 2016 in the amount of \$7,962.00 (6 LHE). Should receive a total of \$8,625.50 (6.5 LHE). Difference of \$663.50 is owed.

¹⁷ Approval for revised amount. Faculty member previously approved on August 22, 2016 Board Agenda for payment in the amount of \$2,322.25.

¹⁸ Approval for revised amount. Faculty member previously approved on August 22, 2016 Board Agenda for payment in the amount of \$4,976.25.

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>Effective Date</u>
		<u>Amount (\$)</u>	
Gaudet, Jennifer	AESL Training Workshop/IVC	250.00	08/03/16-08/04/16
Hildebrand, Colleen	AESL Training Workshop/IVC	250.00	08/03/16-08/04/16
Matthews, E.	AESL Training Workshop/IVC	250.00	08/03/16-08/04/16
Scherger, Deanna	English Co-Requisite Coord./IVC	1,990.50	08/22/16-12/16/16
Total for Month: Categorical/Non-General Fund/IVC		2,740.50	
2016-2017 FISCAL YEAR TOTAL TO DATE/IVC		167,379.20	

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>Effective Date</u>
		<u>Amount (\$)</u>	
Andre, Joy	Faculty Professional Development	500.00	08/22/16-12/16/16
Azary Dehkordi, M.	Updating Student Handbook/SC	776.00	05/25/16-08/12/16
Bird, Chrissy	Faculty Professional Development	500.00	08/22/16-12/16/16
Black, Janine	Faculty Professional Development	500.00	08/22/16-12/16/16
Bogusiewicz, Kelley	Faculty Professional Development	500.00	08/22/16-12/16/16
Branch-Stewart, K.	Accreditation Changes/SC	799.20	07/25/16-08/12/16
Bravo, Adam	Jazz Faculty, Concert	150.00	08/29/16-08/29/16
Busick, Elizabeth	Faculty Professional Development	500.00	08/22/16-12/16/16
Caggiano, Jodi	TAACCCT Online Development	3,076.92	08/22/16-12/18/16
Chang, Sarah	Updating Student Handbook/SC	776.00	05/25/16-08/12/16
Cuthbertson, Denise	Faculty Professional Development	500.00	08/22/16-12/16/16
Donsldson, Lindsay	Equity-Directed Lrng Activities/SC	3,880.00	06/20/16-08/12/16
Duffy, Michelle	BSI Co-Coordinator Fall 2016	3,981.00	08/22/16-12/16/16
Futami, Kimberly	Faculty Professional Development	500.00	08/22/16-12/16/16
Gleed, Patricia	"Top of Practice" Dev – CalOSHA	3,316.68	08/22/16-12/18/16
Gleed, Patricia	"Top of Practice" Dev – OC EMS	3,276.72	08/22/16-12/18/16
Gleed, Patricia	"Top of Practice" Dev - Paramedic	3,316.68	08/22/16-12/18/16
Gordon, Sara	Faculty Professional Development	500.00	08/22/16-12/16/16
Hinman, Gretchen	Faculty Professional Development	500.00	08/22/16-12/16/16
Hong, Song	Faculty Professional Development	500.00	08/22/16-12/16/16
Hughes, Luther	Jazz Faculty, Concert	200.00	08/29/16-08/29/16
Hurt, Nick	Equity-Directed Lrng Activities/SC	7,760.00	06/20/16-08/12/16
Ibbotson, Jill	Faculty Professional Development	500.00	08/22/16-12/16/16
Inman-Olinger, Alex	Faculty Professional Development	500.00	08/22/16-12/16/16
Johnson, Paul	Jazz Faculty, Concert	200.00	08/29/16-08/29/16
Lively, Brian	Faculty Professional Development	500.00	08/22/16-12/16/16
Lu, Jianhua	Faculty Professional Development	500.00	08/22/16-12/16/16
McPherson, Teryn	Jazz Studies/SC	240.00	06/26/16-07/16/16
Osborn, Sean	Implementation & Coord. Dev.	8,991.00	08/22/16-12/18/16
Pfeiler, Donna	Faculty Professional Development	500.00	08/22/16-12/16/16
Pinter, Gerald	Jazz Faculty, Concert	200.00	08/29/16-08/29/16

C. ADDITIONAL COMPENSATION: CATEGORICAL/NON-GENERAL FUND

- 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>
Robbins, Jared	Equity-Directed Lrng Activities/SC	7,760.00	06/20/16-08/12/16
Rodriguez, Angela	Equity-Directed Lrng Activities/SC	1,164.00	06/20/16-08/12/16
Rosen, Tristen	Jazz Faculty, Concert	150.00	08/29/16-08/29/16
Ruud, Amanda	Equity-Directed Lrng Activities/SC	8,924.00	06/20/16-08/12/16
Shafe, Kia	Coord. of Bridge to JPL Pgrm	5,820.00	08/22/16-12/18/16
Signo-Jackson, Janet	Faculty Professional Development	500.00	08/22/16-12/16/16
Skaron, Deborah	Faculty Professional Development	500.00	08/22/16-12/16/16
Smith, Christina	TPP-STEM/CTE Edu Grant Partner	772.43	08/22/16-12/09/16
Smith, Kathryn	Faculty Professional Development	500.00	08/22/16-12/16/16
Sommerville, Nancy	Faculty Professional Development	500.00	08/22/16-12/16/16
Staley, Deborah	Faculty Professional Development	500.00	08/22/16-12/16/16
Stout, Ronald	Jazz Faculty, Concert	200.00	08/29/16-08/29/16
Thomas, Meredith	Faculty Professional Development	500.00	08/22/16-12/16/16
Tomlinson, Kristen	Faculty Professional Development	500.00	08/22/16-12/16/16
Voisard, Norbert	Faculty Professional Development	500.00	08/22/16-12/16/16
Wetlesen, Sandra	Faculty Professional Development	500.00	08/22/16-12/16/16
Zajac, Mark	Equity-Directed Lrng Activities/SC	2,328.00	06/20/16-08/12/16
Zoval, Jim	B2E Program Science Lead/SC	6,805.60	08/15/16-11/30/16
Total for Month: Categorical/Non-General Fund/SC		86,864.23	
2016-2017 FISCAL YEAR TOTAL TO DATE/SC		131,841.51	

D. REORGANIZATION

- IRVINE VALLEY COLLEGE seeks authorization to change the reporting structure for all faculty and staff in the School of Library Services from reporting directly to the Dean of Liberal Arts, to begin reporting directly to the Dean of the Arts, within its organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021, effective September 27, 2016.
- SADDLEBACK COLLEGE seeks authorization to change the reporting structure for all faculty and staff in the Adapted Kinesiology Program from reporting directly to the Dean of Transfer, Career and Special Programs, to begin reporting directly to the Dean of Kinesiology and Athletics, within its organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021, effective July 1, 2016.

E. RECLASSIFICATION

- SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a) and (b), Recruitment 53021.

E. RECLASSIFICATION - Continued

- a. **ELIMINATE** DIRECTOR OF EMERITUS INSTRUCTIONAL PROGRAM, a classified manager, Pos. #4549, Emeritus Institute, Division of Community Education, Emeritus Institute and K-12 Partnerships, Saddleback College, Academic and Classified Administrator and Manager Salary Schedule Range 14, full-time, 40 hour per week, 12 months per year; and **CREATE** ASSISTANT DEAN OF DIVISION/DIRECTOR OF EMERITUS INSTITUTE, a academic administrator, Emeritus Institute, Division of Community Education, Emeritus Institute and K-12 Partnerships, Saddleback College, Academic and Classified Administrator and Manager Salary Schedule Range 20, full-time, 40 hour per week, 12 months per year position to its staff complement, effective October 1, 2016. (Pos. #4549 was approved by the Board of Trustees on May 21, 2012) (Exhibit B, Attachment 1)
- i. **PROMOTE** DANIEL PREDOEHL, ID #020267, DIRECTOR OF EMERITUS INSTRUCTIONAL PROGRAM, Pos. #4549, Emeritus Institute, Division of Community Education, Emeritus Institute and K-12 Partnerships, Saddleback College, Academic and Classified Administrator and Manager Salary Schedule Range 14, Step 3, full-time, 40 hour per week, 12 months per year; to ASSISTANT DEAN OF DIVISION/DIRECTOR OF EMERITUS INSTITUTE, a academic administrator, Emeritus Institute, Division of Community Education, Emeritus Institute and K-12 Partnerships, Saddleback College, Academic and Classified Administrator and Manager Salary Schedule Range 20, Step 1, full-time, 40 hour per week, 12 months per year, effective October 1, 2016.

F. WORKLOAD BANKING

1. FISHER, KATHERINE, ID #010230, English Composition Instructor, Pos. #P0001545, Division of Liberal Arts, Saddleback College, is requesting a leave of absence for the Spring Semester 2017, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018, in compliance with the Workload Banking Program.
2. ISHII, FUMIKO, ID #4204, Japanese Instructor, Pos #P0002991, School of Languages and Learning Resources, Irvine Valley College, is requesting a leave of absence for the Spring Semester 2017, based on the equivalent of 15.26 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018, in compliance with the Workload Banking Program.
3. ¹⁹MCNEIL, MARK, ID #18779, Economics Instructor, Pos. #P0001621, School of Social and Behavioral Sciences, Irvine Valley College, was approved for a leave of absence for the Fall Semester 2017, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018.
4. MYERS, CHARLES, ID #012154, Communication Arts Instructor, Pos. #P0001598, Division of Fine Arts and Media Technology, Saddleback College, is requesting a leave of absence for the Spring Semester 2017, based on the equivalent of 15 banked LHE, in accordance with Article XXVIII, Academic Employee Master Agreement 2015-2018, in compliance with the Workload Banking Program.

¹⁹ To be supplemented as per Side Letter of Agreement between the SOCCCD and SOCCCD Faculty Association.

G. REDUCED WORKLOAD PROGRAM WITH STRS RETIREMENT

1. MCCULLOUGH, DIANA ID #007354, Counselor (Generalist/Articulation), Pos #2555, School of Guidance and Counseling, Irvine Valley College, has requested to participate in a reduction in teaching contract to 50% workload beginning the academic year 2016-17 in accordance with Article XXXI, Section 1, of the Academic Employee Master Agreement 2015-2018, effective date to participate in the CalSTRS Reduced Workload Program is August 15, 2016.

H. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. REESE, JOHN, ID #18779, Art Instructor, Pos. #P0004454, Fine Arts and Media Technology, Saddleback College, resignation effective August 12, 2016. Payment is authorized for any compensated time off. (Start date: August 13, 2012)

ATTACHMENT 1

South Orange County Community College District

ASSISTANT DEAN OF DIVISION/DIRECTOR OF EMERITUS INSTITUTE – JC #, Academic Administration, Integrated Academic and Classified Administrator and Manager Salary Schedule 2

DEFINITION

Provide primary leadership and administration for the planning, developing, implementing, directing, monitoring, reviewing and evaluating non-credit programs for the Emeritus Institute (Older Adult Education) for Saddleback College; conduct needs assessments and develop relevant non-credit programs that meet identified needs; select, train, supervise, and evaluate program instructors and office staff.

Serve as secondary administrator in the leadership, supervision, guidance, growth and direction for local, regional, and State initiatives associated with the division and provide the Dean with other assistance as directed and needed.

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 direction from the Dean of Community Education, Emeritus Institute and K-12 Partnerships or presidential designee. Exercises functional and technical supervision over contracted instructional staff and permanent support personnel.

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

1. Develop, implement, manage and evaluate non-credit academic and community outreach programs and related services within the Division and the Emeritus Institute, including managing student recruitment funnels, enrollment management KPIs, resource development partnerships, community involvement, and teaching site attainment; secure and schedule the use of on and off-campus facilities for classes while ensuring compliance with standards, rules, and regulations of leased facilities; provide classroom sites of sufficient size to accommodate unique needs of student populations.
2. Provide strategic and operational leadership in the development, assessment and delivery of high quality, innovative courses to a diverse group through enhanced non-credit-certificates, courses, workshops, lifelong learning and other educational events and related activities, as determined by the needs of the workplace and the community; oversee course scheduling and development activities, overall deployment of faculty and staff assignments; conduct evaluations, orientation, coaching and professional development to faculty and staff; closely manage instructional delivery for courses within assigned non-credit areas of instruction; and serve as primary contact with assigned department chairs, directors and coordinators.
3. Assist in the development of marketing strategies leading to the growth, enhancement and recognition of the departments as State-wide leaders; provide leadership and management, and maintain accountability for assigned departments' faculty, staff, and operations; hold regularly scheduled meetings with direct reports; promote and support the professional development of faculty and staff; provide administrative support to Dean and provide direction to faculty chairs and staff as directed; work with faculty chairs in assignment of faculty, in the preparation of the multiple course catalogs/schedule of classes and appropriate budgets pertaining to course offerings.

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4. Enhance and create a widespread culture of inquiry in which thoughtful interpretation of assessment information by faculty and staff is used to improve teaching and learning; ensure the creation, distribution and evaluation of Student Learning Outcomes; utilize data informed decision-making processes to make recommendations to Dean for program adjustments; and respond to the evolving needs of current and future students.
5. Maintain current expertise in all local, regional, and State legislation and initiatives pertaining to disproportionately-impacted student groups and educational programs to meet the academic needs of determined groups; and attend campus, local, regional, and State meetings/conferences pertaining to areas of supervision.
6. Monitor program, manage campus enrollments in coordination with VPI Council; attend meetings to provide and engage in cohesive dialog and collaboration with multiple college divisions; and ensure compliance with College policies and procedures and external accrediting requirements.
7. Supervise staff by assigning and delegating tasks, providing direction, resolving work problems, communicating job expectations, and training employees; chair selection committees; serve as initial administrator for student conflicts and coordinate with Dean and Vice Presidents in the resolution of student judicial matters.
8. Recommend and develop new and/or current curriculum modifications as required; support Dean and VPI in planning, developing, coordinating, and administering academic and career programs and related academic affairs to maintain non-credit educational integrity; enable the college to develop strategies to meet emerging needs of future learners within assigned areas; research, obtain and deploy innovative technological tools across supervised areas pertaining to staff and faculty assessment, course assessment, communication with on and off-campus teaching sites and office efficiency.
9. Develop budget recommendations; manage approved and assigned budgets; monitor and oversee equipment/inventories for assigned programs; provide materials, equipment, supplies, and expenditures within the annual budget guidelines; prepare recommendations and justifications regarding budget requests; direct the forecast of additional funding for staffing, equipment, materials, and supplies; implement mid - year budget adjustments and authorize expenditures according to District policies and applicable regulations.
10. Manage and direct the preparation of short and long-range plans and strategic plans of assigned areas in support of college goals and objectives related to the educational master plan, AUR, and PRs; author AURs for assigned areas and closely collaborate with program faculty in the writing of PRs for each department.
11. Communicate college activities, plans, decisions and events to faculty, staff, and students; establish operating procedures and liaison with other divisions and departments of the college on matters relating to academic programs, physical assets and facilities.
12. Plan, develop, organize, staff, direct and evaluate administrative processes including: student registration, scheduling, fee collection, special events, payroll, accounting, purchasing, printing, and other support for departments, classes, and programs; select, hire, evaluate and train subject matter instructors and consultants to coordinate and develop activities and programs; respond to inquiries and concerns from the general public.

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Page 3 - Assistant Dean of Division/Director of Emeritus Institute

13. Interact with community and local industry representatives and outside agencies to determine needs for existing and additional programs; and coordinate the attainment and maintenance of off-campus teaching locations throughout college service area.
14. Participate in professional and community activities which promote and extend the benefits, brand and awareness of assigned programs; develop and participate in internal and external physical and human resource development in conjunction with the college's resource allocation request process; and increase accountability of both internal and external constituents.
15. Ensure compliance with District policies and procedures and State and federal laws related to assigned program; and review and certify the accuracy of data concerning program participation.
16. 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; and coordinate and respond to periodic audits.
17. Communicate with instructional and student services program personnel, college and District administrators and support personnel, representatives of State and federal agencies, educational institutions, social service organizations, counselors and others to coordinate programs and activities and increase student enrollment and community involvement.
18. Maintain current knowledge of regulations, policies and application requirements and eligibility criteria for assigned program, including computer hardware and software enhancements.
19. Make oral presentations to students, parents, counselors and professional colleagues at various gatherings; conduct workshops to provide specialized information regarding the Emeritus Institute and related student services; and develop and direct the distribution of brochures, flyers and other materials to publicize opportunities for students.
20. 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.
21. 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
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Education:

A Master's degree from an accredited college or university with major course work in education, gerontology, public administration, human services or closely related field.

Experience:

At least three years of increasingly responsible teaching, counseling, student services or other directly-related work experience, preferably in an administrative capacity, at an institution of higher education, including experience in working with older adults and evidence of a sensitivity to and understanding of the diverse academic, socioeconomic, cultural, physically challenged, and ethnic backgrounds of community college students.

Desirable Experience:

Evidence of an understanding of and experience with the principles of participatory governance and the ability to develop and implement technology-based solutions to curriculum and instructional issues is preferred.

LICENSE AND OTHER CERTIFICATION:

Valid California driver's license.

Knowledge of:

Applicable District policies and local, State and federal laws, codes and regulations.

Budget preparation and administration.

Community college curriculum development processes for non-credit courses.

Community demographics and consumer trends.

Computer systems and software applications related to area of assignment, including capabilities and limitations.

Correct English composition, grammar, spelling and vocabulary.

Curriculum content of non-credit, tuition-free and fee-based courses.

Development and coordination of educational programs associated with older adults at a community college.

District and College organization, operations and objectives.

Interpersonal skills including tact, patience and diplomacy.

Marketing, promotion and public relations techniques.

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.

Oral and written communication skills.

Planning and organizational skills.

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.

Statistical procedures and mathematical concepts.

Ability to:

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

Assess the needs and trends of the adult and senior community and develop appropriate programs.

Collect, compile and analyze data.

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Ability to:

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

Develop, implement and evaluate the delivery of instruction to adults, including older adults.

Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.

Establish and maintain cooperative working relationships with those contacted in the course of work.

Interpret, apply and explain applicable District policies and procedures and local, State and federal laws and regulations.

Maintain current knowledge of non-credit educational programs for adults, including older adults.

Maintain the security of confidential materials.

Operate computer and applications software, including database management, spreadsheet, word processing and software related to area of assignment.

Plan and organize work.

Plan, organize, coordinate and direct a comprehensive Emeritus Institute program.

Prepare and administer budgets for assigned program areas.

Prepare oral and written reports and recommendations.

Relate effectively to people of varied academic, cultural and socio-economic 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.

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 including student recruitment and retention.

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.

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.

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.

Finalized by Marlys Grodt and Associates, September 4, 2016
Approved by the Board of Trustees,

September 26, 2016

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Classified Personnel Actions – Regular Items

ACTION: Approval/Ratification

BACKGROUND

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

STATUS

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

RECOMMENDATION

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

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
CLASSIFIED PERSONNEL ACTIONS/RATIFICATIONS

A. NEW PERSONNEL APPOINTMENTS

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

- a. ABARCA, VICTORIA is to be employed as Extended Opportunity Program Specialist, Pos. #3432, Extended Opportunity Programs and Services, School of Guidance and Counseling, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective June 27, 2016. This is a replacement for Nadine Hernandez.
- b. AGUIRRE, MICHELLE is to be employed as Accounting Specialist, Pos. #4053, Accounting, Office of Fiscal Services, District Services, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, effective September 19, 2016. This is a replacement for Kristin Felli.
- c. BROWN, SCOTT is to be employed as Senior Graphic Designer/Publications Editor, Pos. #7127, Public Information, Office of Public Affairs and Government Relations, District Services, Classified Bargaining Unit Salary Schedule Range 136, Step 1, 40 hours per week, 12 months per year, effective September 26, 2016. This position was approved by the Board of Trustees on November 16, 2015.
- d. HO, TRANG is to be employed as Accounting Assistant, Pos. #4310, Office of College Fiscal Services, Irvine Valley College, Classified Bargaining Unit Salary Schedule Range 118, Step 1, 25 hours per week, 12 months per year, effective September 5, 2016. This is a replacement for Christina Clasen.
- e. KUDZA, SANDRA is to be employed as Lead Charge Nurse, Pos. #7899, Student Health Center, Office of Student Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 142, Step 1, 40 hours per week, 12 months per year, effective September 26, 2016. This position was approved by the Board of Trustees on March 28, 2016.
- f. JONES, JANINE is to be employed as Dispatcher/Records, Pos. #4748, Office of Safety and Security, Saddleback College, Classified Bargaining Unit Salary Schedule Range 119, Step 3, 40 hours per week, 12 months per year, effective August 17, 2016. This is a replacement for Kyle Fraser.
- g. LY, BILLY is to be employed as District Payroll Systems Specialist, Pos. #8962, Payroll, Office of Fiscal Services, District Services, Classified Bargaining Unit Salary Schedule Range 137, Step 1, 40 hours per week, 12 months per year, effective September 19, 2016. This position was approved by the Board of Trustees on May 16, 2016.
- h. MYERS, ANNE is to be employed as Accounting Specialist, Pos. #4076, Accounting, Office of Fiscal Services, District Services, Classified Bargaining Unit Salary Schedule Range 127, Step 3, 40 hours per week, 12 months per year, effective September 19, 2016. This is a replacement for LaRee Anderson.

A. NEW PERSONNEL APPOINTMENTS - Continued

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

- i. PASQUALETTO, MATTHEW is to be employed as Outreach Assistant, Pos. #4907, Office of Outreach and Community Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 117, Step 1, 40 hours per week, 12 months per year, effective September 19, 2016. This is a replacement for Sandra Carmarena.
 - j. RAMIREZ, REENIE is to be employed as Administrative Assistant, Pos. #3524, Division of Health Sciences and Human Services, Saddleback College, Classified Bargaining Unit Salary schedule Range 121, Step 1, 40 hours per week, 12 months per year, effective August 29, 2016. This is a replacement for Ryan Brook.
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>
¹ Araiza, Alberto	Custodian /SC	18.71	08/22/16-06/30/17
Canada, Cashel	Custodian /SC	18.71	08/22/16-06/30/17
D'Antonio, Angelica	Copy Center Technician/SC	21.18	08/15/16-06/30/17
Dedicatoria, Armi	Senior Administrative Assistant/IVC	26.45	08/29/16-06/30/17
Dharmarathna, Malaka	Custodian/SC	18.71	08/22/16-06/30/17
Dominguez, Ivan	Custodian/SC	18.71	08/22/16-06/30/17
Free, Jr., Robert	Senior Laboratory Tech, Art/SC	28.48	08/15/16-06/30/17
Fuentes, Rene	Custodian/SC	18.71	08/22/16-06/30/17
Gomez Acosta, Maria	Lab Technician, Consumer Sci./SC	23.38	08/29/16-06/30/17
Gonzalez, Anali	Library Assistant I/IVC	19.66	07/01/16-06/30/17
Hernandez, Graciano	Groundskeeper/IVC	21.18	08/04/16-06/30/17
Madrid, Tracey	Administrative Assistant/SC	22.80	08/10/16-06/30/17
Montgomery, Matthew	Custodian/IVC	18.71	08/29/16-06/30/17
Murray, Dalton	Media Production Specialist/IVC	33.04	08/01/16-06/30/17
Pilioglos, Daniel	Administrative Assistant/SC	22.80	08/10/16-06/30/17
Poloni, Brittany	Senior Lab Tech, Env. Studies/SC	28.48	08/15/16-06/30/17
Ponce, Marlene	Office Assistant/IVC	18.71	08/15/16-06/30/17
Sandstrom, Adrian	Senior Laboratory Tech, Art/SC	28.48	08/22/16-06/30/17
Slaughter, Teresa	Administrative Assistant/SC	22.80	08/29/16-06/30/17
Villar, James	Custodian/IVC	18.71	08/04/16-06/30/17
Zimbalist, Jacqueline	Senior Administrative Assistant/IVC	26.45	08/01/16-06/30/17

¹Related to Jose Araiza, Groundskeeper, Office of Physical Plant, Saddleback College.

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2016/2017** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
² Aasted, Carina	Project Specialist/IVC	25.00	08/29/16-06/30/17
Adimor, Yeetav	TMD Aide/IVC	14.00	08/01/16-06/30/17
Al Qutaifi, Yahya	Project Specialist/IVC	16.00	08/15/16-06/30/17
Allin, Lisa	TMD Aide/IVC	20.00	07/28/16-06/30/17
Alterman, Chase	Project Specialist/IVC	10.50	08/22/16-06/30/17
Anast, Kassiani	Coaching Aide/SC	25.00	07/01/16-06/30/17
Angelos, Kristin	Project Specialist/SC	50.00	08/04/16-06/30/17
Arce, Giovanni	Project Specialist/SC	15.00	07/01/16-06/30/17
Avalos, Salvador	Outreach Aide/SC	12.50	08/29/16-06/30/17
Bautista, Daisy	Project Specialist/SC	14.00	08/01/16-06/30/17
Bautista, Juan	Project Specialist/DS	12.00	07/12/16-06/30/17
Bramwell, Max	C. Security Officer-ST/SC	12.00	08/22/16-06/30/17
Brown, Darryl	Coaching Aide/SC	25.00	07/01/16-06/30/17
Brown, Timi	Coaching Aide/IVC	25.00	07/22/16-06/30/17
Chavez, Vanessa	Project Specialist/IVC	16.00	08/01/16-06/30/17
Cisternas, Claudia	Project Specialist/SC	25.00	08/08/16-06/30/17
Conkey, Charles	Coaching Aide/SC	25.00	07/01/16-06/30/17
Cornaire, Natalie	Project Specialist/SC	20.00	08/15/16-06/30/17
Cram, Michael	Coaching Aide/IVC	25.00	08/29/16-06/30/17
Crowe, Scott	Coaching Aide/SC	25.00	07/01/16-06/30/17
Davis, Blake	Coaching Aide/IVC	25.00	08/15/16-06/30/17
Deverrick, George	Coaching Aide/IVC	25.00	08/15/16-06/30/17
Etko, Kattiana	Project Specialist/SC	10.50	08/01/16-06/30/17
Ewing, Emily	Project Specialist/IVC	10.50	08/22/16-06/30/17
Farrell, Nicholas	Project Specialist/IVC	18.00	07/20/16-06/30/17
Freeman, Jonah	Coaching Aide/SC	25.00	07/01/16-06/30/17
Frias Markey, Kristina	Project Specialist/IVC	15.00	07/27/16-06/30/17
Fuentes, Kate	Project Specialist/SC	18.00	08/22/16-06/30/17
Garbis, Tiffany	Project Specialist/IVC	20.00	07/22/16-06/30/17
George, Tyler	Coaching Aide/SC	25.00	07/01/16-06/30/17
Gharavi, Hesamedine	Project Specialist/SC	18.00	08/22/16-06/30/17
Glascock, John-Paul	Coaching Aide/SC	25.00	07/01/16-06/30/17
Gomes, Antone	Coaching Aide/SC	25.00	07/01/16-06/30/17
Harris, Samantha	Project Specialist/IVC	10.50	08/22/16-06/30/17
Hatcher, Kalob	Coaching Aide/IVC	25.00	08/15/16-06/30/17
Hermes, Laura	Coaching Aide/SC	25.00	07/01/16-06/30/17
Holmes, Lisa	Project Specialist/IVC	75.00	08/15/16-06/30/17
Huff, Hannah	Project Specialist/IVC	13.00	08/01/16-06/30/17

² Related to Jon Aasted, Director of Purchasing and Material Director of Purchasing, Contracts and Materials Management, Facilities, Planning and Purchasing, District Services

A. NEW PERSONNEL APPOINTMENTS - Continued

3. The following individuals are to be employed as **Short-Term (Temporary)** positions for the **2016/2017** academic year, on an if-and-as-needed basis, and shall work no more than 160 days in any fiscal year. (Information Items – Pursuant to Section 70902(d) of the California Education Code)

<u>Name</u>	<u>Position</u>	<u>Hourly Rate (\$)</u>	<u>Start/End Date</u>
Jamshid Shirazi, Sepideh	Clerk/SC	14.00	07/25/16-06/30/17
Larios, Marelyn	Project Specialist/SC	16.00	08/22/16-06/30/17
Lengyel-Leahu, Kristia	Project Specialist/SC	50.00	08/29/16-06/30/17
Madariaga Benavides, Marissa	Project Specialist/SC	14.00	08/01/16-06/30/17
Madison, Miles	Project Specialist/IVC	11.50	08/01/16-06/30/17
Martin, Oliver	Coaching Aide/SC	25.00	07/01/16-06/30/17
Mbah, Clinton	Outreach Aide/SC	12.50	08/22/16-06/30/17
McCluskey, Thomas	Coaching Aide/SC	25.00	07/01/16-06/30/17
McDonald, Thomas	Project Specialist/SC	14.00	08/05/16-06/30/17
McGinley, Shaun	Coaching Aide/SC	25.00	07/01/16-06/30/17
Medina, Patricia	Coaching Aide/SC	25.00	07/01/16-06/30/17
Miller, Chase	Adp'd Kinesiology Aide/SC	12.50	08/10/16-06/30/17
Mora, Felicia	Project Specialist/IVC	21.00	08/10/16-06/30/17
Nakamura, Gary	Coaching Aide/IVC	25.00	08/15/16-06/30/17
Paley, Rachel	Project Specialist/IVC	21.00	08/08/16-06/30/17
Pearce, Julie	Project Specialist/IVC	20.00	08/22/16-06/30/17
Phan, Jennifer	Project Specialist/IVC	14.00	08/29/16-06/30/17
Quezada Salgado, Mariela	Project Specialist/SC	10.50	08/22/16-06/30/17
Rippee, Amanda	Project Specialist/IVC	20.00	08/09/16-06/30/17
Russell, Allison	Coaching Aide/SC	25.00	07/01/16-06/30/17
Sanchez, Phillip	Project Specialist/SC	18.00	08/15/16-06/30/17
Sandoval-Nava, Cindy	Project Specialist/SC	12.00	08/22/16-06/30/17
Seifollahi, Samyar	Project Specialist/DS	12.00	07/25/16-06/30/17
Shackleford, Rochelle	Clerk/SC	14.00	08/11/16-06/30/17
Shomph, Crystal	TMD Aide/IVC	20.00	08/22/16-06/30/17
Susnjara, Anthony	Coaching Aide/IVC	25.00	08/22/16-06/30/17
Sylte, Steele	Coaching Aide/IVC	25.00	08/04/16-06/30/17
Tavoosi, Sanam	Project Specialist/IVC	16.00	08/15/16-06/30/17
Tejeda, Guillermo	Project Specialist/IVC	16.00	07/01/16-06/30/17
Tiongson, Joycelyne	Project Specialist/IVC	21.00	08/01/16-06/30/17
Veneracion, Hana	Project Specialist/SC	20.00	08/10/16-06/30/17
Vilas, Seth	Project Specialist/SC	25.00	07/01/16-06/30/17
Wilson, Curtis	Coaching Aide/SC	25.00	07/01/16-06/30/17
Yasukochi, Donal	Coaching Aide/SC	25.00	07/01/16-06/30/17
Yonan, Kirsten	Coaching Aide/SC	25.00	07/01/16-06/30/17

A. NEW PERSONNEL APPOINTMENTS - Continued

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2016/2017** academic year.

<u>Name</u>	<u>Start/End Date</u>
Aghazadeh, Nasrin	08/22/16-06/30/17
Arabzadehkaffash, Seyedamirkia	08/15/16-06/30/17
Bageant, Sara	08/15/16-06/30/17
Bailey, Michele	08/22/16-06/30/17
Becwar, Natalee	08/22/16-06/30/17
Benice, Olivia	08/10/16-06/30/17
Binda, Joseph	08/22/16-06/30/17
Byerly, Leslie	08/22/16-06/30/17
Chon, Kimberly	08/15/16-06/30/17
Clifford, Mara	08/15/16-06/30/17
Davidson, Diana	08/22/16-06/30/17
Davis, Antonia	08/15/16-06/30/17
DeMonte, Matteo	08/11/16-06/30/17
Diniarian, Homa	08/22/16-06/30/17
Enochs, Richmond	08/22/16-06/30/17
Fazelpour, Ali	08/15/16-06/30/17
Finks, Samantha	08/22/16-06/30/17
Flores, Viridiana	08/22/16-06/30/17
Foster, Deanna	08/15/16-06/30/17
Ghafourian, Kiyandokht	08/22/16-06/30/17
Gonzalez, Stephanie	08/22/16-06/30/17
Hamarneh, Nansy	08/01/16-06/30/17
Hannegan, Leo	08/22/16-06/30/17
Hart, Tracy	08/15/16-06/30/17
Henderson, Jake	08/15/16-06/30/17
Hendrix, Lucinda	08/15/16-06/30/17
Heurlin, Colin	08/15/16-06/30/17
Hoang, Mi	08/22/16-06/30/17
Hoover, Kevin	08/22/16-06/30/17
Hughes, Brandi	08/22/16-06/30/17
Jin, Changyu	08/15/16-06/30/17
Kalantari, Mehrandokht	08/22/16-06/30/17
Karami Namivandi, Arman	08/11/16-06/30/17
Karapetian, Natalie	08/15/16-06/30/17
Karbakhsh, Shamim	08/15/16-06/30/17
Koosha, Milad	08/22/16-06/30/17
Lam, Patrick	08/15/16-06/30/17
Litvinova, Eva	08/22/16-06/30/17
Long, Jason	08/15/16-06/30/17

A. NEW PERSONNEL APPOINTMENTS - Continued

4. The following individuals are to be employed as **Student Help (Temporary)**, Irvine Valley College and Saddleback College, on an if-and-as-needed-basis, for the **2016/2017** academic year.

<u>Name</u>	<u>Start/End Date</u>
Mansouri, Nadia	08/22/16-06/30/17
Matinsefat, Rana	08/22/16-06/30/17
Mitchell, Jayjuan	07/15/16-06/30/17
Mohseni, Akbar	08/22/16-06/30/17
Murphy, Dawn	08/01/16-06/30/17
Nicklin, Tamra	08/22/16-06/30/17
Norris, Carleigh	08/15/16-06/30/17
Ortiz, Johanna	08/15/16-06/30/17
Payan, Noushin	07/01/16-06/30/17
Rahmani, Davood	08/22/16-06/30/17
Ramirez, Christian	08/22/16-06/30/17
Rizk, Irene	08/15/16-06/30/17
Rodjuie, Elahe	08/22/16-06/30/17
Romero Rodriguez, Annette	08/22/16-06/30/17
Sabouri, Ava	08/22/16-06/30/17
Salazar, Juan	08/22/16-06/30/17
Singh, Jaskiran	08/15/16-06/30/17
Sorush, Lisa	07/29/16-06/30/17
Tehrani, Sahar	08/22/16-06/30/17
Tripp, Bob	08/22/16-06/30/17
Valisharifabad, Ninaz	07/01/16-06/30/17
Velasquez, Claudia	08/22/16-06/30/17
Vielmann, Ashley	08/22/16-06/30/17
Wilmot, Marlando	08/22/16-06/30/17
Wimber, Katherine	08/22/16-06/30/17
Yamashita De Moura, Paula	08/22/16-06/30/17
Younan, Dalia	08/22/16-06/30/17

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 **2015/2016 and 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>
Adams, Krista	Interpreter V/IVC	45.00	08/11/16-06/30/17
Amaro Rodela, Yasmin	Interpreter III/IVC	25.00	08/05/16-06/30/17
Asfahani, Celena	Tutor/IVC	12.00	08/22/16-06/30/17
Bassam, Khalil	Tutor/IVC	12.00	07/01/16-06/30/17
Boan, Zachary	Interpreter IV/IVC	30.00	08/08/16-06/30/17
Bodenhoefer, Robert	Tutor/IVC	15.00	08/22/16-06/30/17

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 **2015/2016 and 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>
Bramel, Samantha	Captionist (Real-Time)/IVC	30.00	08/10/16-06/30/17
Chan, Tung Chi	Tutor/IVC	12.00	08/22/16-06/30/17
Cooper, Stacy	Interpreter IV/SC	30.00	07/01/16-06/30/17
Craig, Steven	Firearms Trainer/IVC	70.00	08/22/16-06/30/17
Dollar, Alan	Firearms Trainer/IVC	70.00	08/29/16-06/30/17
Ellwa, Marwa	Tutor/IVC	16.00	08/15/16-06/30/17
Feilberg, Luke	Tutor/SC	12.00	08/04/16-06/30/17
Foroughi Shafiei, Sepehr	Tutor/IVC	12.00	07/01/16-06/30/17
Fraser, Austin	Tutor/SC	12.00	08/15/16-06/30/17
Fredendall, Richard	Clinical Skills Specialist/SC	30.00	08/15/16-06/30/17
Gonzalez, Anthony	Clinical Skills Specialist/SC	15.00	08/15/16-06/30/17
Grossman, Marc	Community Ed. Expert/SC	15.00	05/25/16-06/30/17
Hannon, Karen	Interpreter IV/IVC	42.00	07/01/16-06/30/17
Havlena, Kaitlyn	Tutor/SC	12.00	08/22/16-06/30/17
Holzapfel, Leah	Interpreter III/SC	25.00	07/01/16-06/30/17
Hutchinson, Charlene	Interpreter V/SC	45.00	07/01/16-06/30/17
Incavo, Kathleen	Captionist (Real-Time)/SC	45.00	07/01/16-06/30/17
Johnson, Jennifer	Interpreter III/IVC	25.00	07/01/16-06/30/17
Jordan, Katherine	Interpreter III/IVC	25.00	07/01/16-06/30/17
Kandel, Marlene	Captionist (Real-Time)/SC	42.00	07/01/16-06/30/17
Kelly, Meagan	Interpreter IV/SC	30.00	07/01/16-06/30/17
Kosmala, Mikayla	Tutor/IVC	12.00	08/22/16-06/30/17
Kostapapas, Eoanna	Captionist (Real-Time)/SC	42.00	07/01/16-06/30/17
La Bianca, Kevin	Certified Test Proctor/IVC	10.50	08/15/16-06/30/17
Lane, Eugenia	Community Ed. Presenter/IVC	10.50	08/22/16-06/30/17
Lappin, David	Tutor/SC	12.00	08/22/16-06/30/17
Larsen, Kilan	Tutor/IVC	11.00	07/27/16-06/30/17
Ledezma, Milton	Community Ed. Presenter/SC	10.50	07/28/16-06/30/17
Lee, Zong Mao	Tutor/IVC	11.00	07/25/16-06/30/17
Martin, Douglas	Firearms Trainer/IVC	70.00	08/29/16-06/30/17
McQuade, Elsie	Community Ed. Presenter/SC	10.50	08/10/16-06/30/17
Mohammadi, Ava	Tutor/IVC	12.00	07/06/16-06/30/17
Murphy, William	Firearms Trainer/IVC	70.00	08/29/16-06/30/17
Ortiz, Margarita	Captionist (Real-Time)/IVC	45.00	07/01/16-06/30/17
Park, Indoo	Tutor/IVC	12.00	08/22/16-06/30/17
Petrulio, Kyle	Tutor/IVC	16.00	08/22/16-06/30/17
Phelps, Kelicia	Tutor/IVC	16.00	08/22/16-06/30/17
Razaghi Rafsenjani, Seyedeh	Tutor/IVC	11.00	08/04/16-06/30/17
Roach, Andrew	Clinical Skills Specialist/SC	20.00	08/15/16-06/30/17
Romero, Yvette	Captionist (Real-Time)/IVC	35.00	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 **2015/2016 and 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>
Root, Kimberly	Clinical Skills Specialist/SC	30.00	08/03/16-06/30/17
Sipes, Jessica	Interpreter IV/SC	38.00	07/01/16-06/30/17
Skahill, Christopher	Firearms Trainer/IVC	70.00	08/29/16-06/30/17
Smith, Ronald	Community Edd Expert/SC	15.00	05/25/16-06/30/17
Snetter, Miatta	Medical Professional/IVC	50.00	07/01/16-06/30/17
Sposato, Rebecca	Interpreter V/SC	45.00	07/01/16-06/30/17
Stephens, Samantha	Tutor/IVC	12.00	08/22/16-06/30/17
Takemoto, Jack	Firearms Trainer/IVC	70.00	08/29/16-06/30/17
Tidrick, Brian	Firearms Trainer/IVC	70.00	08/29/16-06/30/17
Vafadari, Vespaan	Tutor/IVC	15.00	08/22/16-06/30/17
Woolard, Caleb	Interpreter V/SC	45.00	07/01/16-06/30/17

B. AUTHORIZATION TO ELIMINATE CLASSIFIED POSITION AND/OR POSITION NUMBERS

1. COLLEGE GRANTS MANAGER, CATEGORICAL, Pos. #6902, a classified manager, Academic and Classified Administrator and Managers Salary Schedule Range 11, Grants and Contracts, Office of College Administrative Services, Saddleback College seeks authorization to eliminate this full-time, 40 hours per week, 12 months per year from its staff complement, effective September 14, 2016. (Position approved: September 28, 2015)

C. 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 11, 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 September 27, 2016. (Exhibit B, Attachment 1)
2. ENTERPRISE RESOURCE PLANNING (ERP) TRAINING MANAGER, a classified manager, Academic and Classified Administrator and Manager Salary Schedule Range 16, Office of Business Services, District Services seeks authorization to establish and announce a full-time, 40 hours per week, 12 months per year position to its staff complement effective September 27, 2016. (Exhibit B, Attachment 2)
3. PROGRAM TECHNICIAN, TEMPORARY (CATEGORICAL), Classified Bargaining Unit Salary Schedule Range 122, Office of Student Development, Saddleback College, seeks authorization to establish and announce a 29 hours per week position to its staff complement effective August 26, 2016 through January 14, 2017. Employment in this position is contingent upon funding by Associated Student Governance (ASG) revenue.

C. AUTHORIZATION TO ESTABLISH AND ANNOUNCE A CLASSIFIED POSITION

4. RESEARCH SPECIALIST, STUDENT EQUITY PROGRAM (CATEGORICAL), Classified Bargaining Unit Salary Schedule Range 130, Office of Research, Planning and Accreditation, 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 September 27, 2016. Employment in this position is contingent upon funding by the Student Equity Program (SEP).

D. RECLASSIFICATION

1. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a) and (b), Recruitment 53021.
 - a. **ELIMINATE** ADMINISTRATIVE ASSISTANT, Pos. #3428, Office of Technology Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 121, full-time, 40 hour per week, 12 months per year; and **CREATE** SENIOR ADMINISTRATIVE ASSISTANT, Office of Technology Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 127, full-time, 40 hour per week, 12 months per year position to its staff complement, effective April 1, 2016. (Pos. #3428 was approved by the Board of Trustees on February 27, 2006)
 - i. **PROMOTE** MARIA LAKOW, ID #010830, ADMINISTRATIVE ASSISTANT, Pos. #3428, Office of Technology Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 121, Step 6, full-time, 40 hour per week, 12 months per year; to SENIOR ADMINISTRATIVE ASSISTANT, Office of Technology Services, Saddleback College, Classified Bargaining Unit Salary Schedule Range 127, Step 4, full-time, 40 hour per week, 12 months per year, effective April 1, 2016.
2. DISTRICT SERVICES seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a) and (b), Recruitment 53021.
 - a. **ELIMINATE** PROGRAMMER ANALYST, Pos. #4064, Office of Information Technology Services – Academic Systems, District Services, Classified Bargaining Unit Salary Schedule Range 142, full-time, 40 hour per week, 12 months per year; and **CREATE** SENIOR PROGRAMMER ANALYST, Office of Information Technology Services – Academic Systems, District Services, Classified Bargaining Unit Salary Schedule Range 146, full-time, 40 hour per week, 12 months per year position to its staff complement, effective October 1, 2016. (Pos. #4064 was approved by the Board of Trustees on May 26, 2009)
 - i. **PROMOTE** JOSEPHINE BULLEN, ID #016704, PROGRAMMER ANALYST, Pos. #4064, Office of Information Technology Services – Academic Systems, District Services, Classified Bargaining Unit Salary Schedule Range 142, Step 6, full-time, 40 hour per week, 12 months per year; to SENIOR PROGRAMMER ANALYST, Office of Information Technology Services – Academic Systems, District Services, Classified Bargaining Unit Salary Schedule Range 146, Step 5, full-time, 40 hour per week, 12 months per year, effective October 1, 2016.

E. REORGANIZATION

1. SADDLEBACK COLLEGE seeks authorization to eliminate and create the following Classified positions, within their organization as defined by Title 5 Education Regulation, Section (a), (b), and (c) Recruitment 53021.
 - a. **ELIMINATE** SENIOR LABORATORY TECHNICIAN, AUTOMOTIVE, Pos. #5046, Automotive Technology, Division of Advanced Technology and Applied Sciences Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, 29 hours per week, 12 months per year; and **CREATE** SENIOR LABORATORY TECHNICIAN, AUTOMOTIVE, Automotive Technology, Division of Advanced Technology and Applied Sciences, Saddleback College, Classified Bargaining Unit Salary Schedule Range 130, 40 hours per week, 12 months per year position to its staff complement, effective September 1, 2016. (Pos. #5046 was approved by the Board of Trustees on July 25, 2011, and is appointed to Rajanpal Dhillon, ID #017953)
 - b. **ELIMINATE** IRRIGATION SYSTEMS SPECIALIST, Pos. #5190, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 129, 29 hours per week, 12 months per year; and **CREATE** IRRIGATION SYSTEMS SPECIALIST, Office of Physical Plant, Saddleback College, Classified Bargaining Unit Salary Schedule Range 129, 40 hours per week, 12 months per year position to its staff complement, effective September 27, 2016. (Pos. #5190 was approved by the Board of Trustees on March 30, 2015, and is vacant)

F. CHANGE OF STATUS

1. **CLASSIFIED EMPLOYMENT** (Information Items – Pursuant to Board Policy 4002.1)
 - a. FEOKTISTOVA, MARIA, ID #019809, Human Resources Specialist, Pos. #3516, Classified Bargaining Unit Salary Schedule Range 127, Step 4, 40 hours per week, 12 months per year, Office of Human Resources, District Services is to be employed as Applications Specialist I, Pos. #4394, Classified Bargaining Unit Salary Schedule Range 134, Step 2, 40 hours per week, 12 months per year, Office of Innovation Technology Center, Irvine Valley College, effective September 19, 2016. This is a replacement for Jennifer Calderin.
 - b. KHANDAN, NASSER, ID #019636, Office Assistant, Pos. #5014, Classified Bargaining Unit Salary Schedule Range 113, Step 2, 40 hours per week, 12 months per year, Disabled Students Programs and Services, School of Guidance and Counseling, Irvine Valley College is to be employed as Senior Administrative Assistant, Pos. #3654, Classified Bargaining Unit Salary Schedule Range 127, Step 1, 40 hours per week, 12 months per year, Disabled Students Programs and Services, School of Guidance and Counseling, Irvine Valley College, effective August 22, 2016. This is a replacement for Mary Rominger.
 - c. SAKET, AIDA, ID #020185, Admissions and Records Specialist I, Pos. #3983, Classified Bargaining Unit Salary Schedule Range 116, Step 3, 23.5 hours per week, 12 months per year, School of Admissions, Records and Enrollment Services, Irvine Valley College, is to be employed as Admissions and Records Specialist II, Pos. #4459, Classified Bargaining Unit Salary Schedule Range 120, Step 2, 40 hours per week, 12 months per year, School of Admissions, Records and Enrollment Services, Irvine Valley College, Effective August 22, 2016. This is a replacement for Karine Zakaryan.

F. CHANGE OF STATUS - Continued

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

- d. ³YANG, 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 17, 2016. This position was approved by the Board of Trustees on February 22, 2016.

G. 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>
Leatherman, Mary	Lead Dispatcher	123/3	40	08/03/2016

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>
⁴ Araiza, Arthur	Counseling Office Assistant	115/6	40	09/01/2016
Hayashi, Melanie	Admissions & Records Specialist II	120/1	40	07/05/2016
⁵ Metcalf, Andria	Admissions & Records Specialist I	116/1	40	07/18/2016
Noriega, Natasha	Senior Matriculation Specialist	127/1	40	08/01/2016

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>
Bilsborough, Alan	Senior Administrative Assistant	127/2	40	07/18/2016
Leowidjaja, Silverius	Admissions & Records Specialist III	122/6	40	08/22/2016

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>
Grecu, Ileana	Custodian	113/6	40	06/21/2016

³ Effective date of hire changed from August 15, 2016, as presented to the Board of Trustees on August 22, 2016.

⁴ No change in classification. Temporary transfer into different department only.

⁵ No change in classification. Temporary increase in hours only.

H. GENERAL LEAVE OF ABSENCE

1. BOHN, QUENTIN, ID #013902, Network Systems Technician I, Pos. #4083, Classified Bargaining Unit Salary Schedule Range 132, Step 6, 29 hours per week, 12 months per year, Office of Technology Services, Saddleback College, has been approved for a general leave of absence without pay and without benefits effective October 3, 2016 through December 5, 2016.
2. LONG, ERIN, ID #010875, Senior Administrative Assistant, Pos. #3365, Classified Bargaining Unit Salary Schedule Range 127, Step 6, 40 hours per week, 12 months per year, Office of Student Development, Saddleback College, has been approved for a general leave of absence without pay and without benefits for the Fall Semester, 2016/2017 academic year, effective August 22, 2016 through December 18, 2016.

I. RESIGNATION/RETIREMENT/CONCLUSION OF EMPLOYMENT

1. ALEGRE, DANIELLE, ID #019378, Office Assistant, Pos. #4416, Division of Online Education and Learning Resources, Saddleback College, resignation effective September 14, 2016. Payment is authorized for any compensated time off. (Permanent Start date: January 4, 2016)
2. ALLIMAN, YVONNE, ID #003800, Laboratory Technician, Horticulture, Pos. #3219, Division of Advanced Technology and Applied Sciences, Saddleback College, resignation effective November 1, 2016 and retirement effective October 31, 2016. Payment is authorized for any compensated time off. (Permanent Start date: April 13, 1994)
3. BLANCO, RENE, ID #021463, Financial Aid Specialist, Categorical, Pos. #5142, Financial Aid, Division of Admissions, Records and Enrollment Services, Saddleback College, conclusion of employment effective September 12, 2016. Payment is authorized for any compensated time off. (Permanent Start date: September 14, 2015)
4. SCHLEICHER, ANDREW, ID #019378, Office Assistant, Pos. #4963, Learning Resources Center, Division of Online Education and Learning Resources, Saddleback College, resignation effective August 31, 2016. Payment is authorized for any compensated time off. (Permanent Start date: January 11, 2016)
5. MURPHY, MARK, ID #006346, Lead Custodian, Pos. #3382, Office of Physical Plant, Irvine Valley College, resignation effective August 21, 2016 and retirement effective August 22, 2016. Payment is authorized for any compensated time off. (Permanent Start date: April 13, 1994)

J. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2016/2017 academic years.

Advanced Technology and Applied Sciences, Saddleback College

Ackerman, James	Birk, Randi	Brouillette-Jones, Khrystl
Cardenas, Claudia	Castellon, Michelle	Christy, Valerie
Chun-Feng, Yueh	Cibrian, Raul	Crofts, Haley
De La Torre, Kevin	Fallah, Sepand	Gonzales, German

J. VOLUNTEERS

1. The following individuals are to be approved as Volunteers for the 2016/2017 academic years.

Advanced Technology and Applied Sciences, Saddleback College

Gorski, Raymond	Gregory, Bryson	Hannegan, Shane
Holbrook, Kari	Kasajian, Aaron	Kaupp, Colin
Krouse, Steven	LaFever-Jackson, Alexis	McFadden, Brendan
McMillen, Erin	Miranda, Brenda	Muller, Andrew
Palumbo, Nicole	Patrick, Brian	Perry, Nick
Portillo, Zacharie	Rea, Justine	Rose, Delaney
Rupay, Nicole	Sahakian, Angelica	Schoenborn, George
Simich, Amanda	Stafford, Corey	Tolero, Jerome
Waddell, Briana	Zolnoun, Tarlan	

Business Science, Economic, & Workforce Development, Saddleback College
Medling, Scott

Business Science, Online, and Extended Education, Irvine Valley College

Audick, Patrick	Stuart, David
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Community Education, Emeritus, and K-12 Partnership, Saddleback College
Garrison, Karl

Counseling Services and Special Programs, Saddleback College

Anderson, Julia	Butorac, Terrie	Jones, Kristia
Miles, Trisha		

Fine Arts, Irvine Valley College

Barroso, Kimberly	Miller, Alex	Spector, Iris
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Fine Arts and Media Technology, Saddleback College

Bagdasarian, Nancy	Barrett, Noah	Beckett-Frank, Tod
Cudich, Alberto	Fiori, Kay	Kuwahara, Veselka
Lambly, Louise	Larsen, Peter	Manniello, Robert
McNamara, Maryann	Patel, Varsha	Rouse, Mary
Whyte, Betty	Winter, Joyce	Wright, William
Yell, Lacey		

Guidance and Counseling, Irvine Valley College

Argo, Amy	Macafee, Lisa	Ponte, Jami
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Humanities and Languages, Irvine Valley College

Daimyo, Noriko	Koike, Keiko	Nishimura, Mai
Nomura, Sakiko	Wang, Taemi	

Kinesiology, Health, and Athletics, Irvine Valley College

Galliano, Taylor	Tennant, Joan
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J. VOLUNTEERS - Continued

1. The following individuals are to be approved as Volunteers for the 2016/2017 academic years.

Kinesiology and Athletics, Saddleback College

Adams, Kaitlyn	Alfonso, Michelle	Caras, Denise
Chanda, Jonathan	Cheng, Magaly	Gibson, Patrick
Kasper, Ranna	Moreno, Anmarie	Newberry, Daniel
Raven, Sean	Sanchez, Marcos	Schneider-Faanes, Rosane
Tran, Brian	Tran, Madison	Zarate, Nadia

Liberal Arts, Saddleback College

Harmon, Trey	Krieger, Kristine
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Library Services, Irvine Valley College

Strifler, Christin

Life and Physical Sciences and Technologies, Irvine Valley College

Albay, Ricardo	Komara, Maurice	Marino, Thomas
Vaccher, Robert		

Math, Computer Science and Engineering, Irvine Valley College and ATEP

Roher, Kristin

Public Information and Marketing, Office of President, Irvine Valley College

Bernard, Denise

Office of Student Services, Irvine Valley College

Boits, Christopher

Social and Behavioral Sciences, Irvine Valley College

Falencki, Ted

Social and Behavioral Sciences, Saddleback College

Brownell, Elizabeth

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 11

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 classified management 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 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. 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 and oral interview skills; train subordinates in resume writing as needed to better assist students; 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 online resources; direct subordinates on content and updating of web page materials; 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 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 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 Bachelor's degree from an accredited college or university, preferably in a discipline related to the assignment, such as international business, marketing and public relations, social sciences, or business administration. A Master's degree is desirable.

Experience:

At least three years of increasingly responsible experience working in the Career & Re-Entry Center, or similar program, of an accredited postsecondary institution, including experience in planning, organizing and coordinating, with responsibilities for budgets, personnel, facilities, and at least one year of supervisory experience.

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

Basic knowledge of content editing software.

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 Associates, August 23, 2016
Approved by the Board of Trustees,

ATTACHMENT 2

South Orange County Community College District

ENTERPRISE RESOURCE PLANNING (ERP) TRAINING MANAGER – JC #, Classified Management, Integrated Academic and Classified Administrator and Manager Salary Schedule 16

DEFINITION

The Enterprise Resource Planning (ERP) Training Manager is responsible for the planning, design, delivery, and implementation of end user training for the Workday HCM/Finance systems and related third-party modules, such as Tidemark, SciQuest and others; including planning, delivering and facilitating instructor-led training; developing and updating training curriculum and content; creating and maintaining documentation and job aids; maintaining training-related SharePoint sites; conducting workshops and one-on-one mentoring and problem resolution with end users; evaluating ERP software updates for changes that may impact the training program; and coordinating with other members of the Workday team to deliver the best experience to end users.

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 staff and promote an organizational culture of customer service and quality services.

SUPERVISION RECEIVED AND EXERCISED

Receives general direction from the Enterprise Resource Planning (ERP) Program Manager. Exercises functional and technical supervision over internal and contracted staff as assigned. Provides training and technical work direction to members of special project committees as required.

DISTINGUISHING CHARACTERISTICS

This classification is distinguished from other district classifications in that the position assigned to this classification is funded by special, not district, funds. The incumbent assigned to this position does not accrue seniority with the District and is hired only for the duration of the project.

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

1. Analyze training needs and plan appropriate training activities related to the Workday HCM/Finance systems and associated third-party modules, such as Tidemark and SciQuest.
2. Develop curriculum and course materials for training classes, workshops, and one-on-one mentoring sessions.
3. Develop digital and paper-based job aids.
4. Ensure that training sessions, seminars and workshops related to the program are scheduled to meet the needs of end users and are communicated to appropriate staff.
5. Prepare classroom training labs for classes and workshops.
6. Conduct classes, workshops, and one-on-one mentoring sessions in a classroom, video, or web based delivery medium.
7. Maintain records of training activities and attendance; develop training program metrics for measurement of training program effectiveness; and assist end users in the resolution of problems.

South Orange County Community College District
Page 2 - Enterprise Resource Planning (ERP) Training Manager

8. Train and provide work direction to others as assigned; delegate and review work assignments and projects; evaluate work products and results; establish and monitor timelines and prioritize work; motivate staff and resolve conflicts within the group.
9. Monitor and evaluate ERP software updates for changes that may impact the training program and update the training program curriculum and materials as appropriate.
10. Attend and participate in the Workday ERP steering committee.
11. Maintain training related SharePoint sites.
12. Prepare and present status and progress reports to executive sponsors and the Workday ERP steering committee.
13. Remain current on training resources, tools, and techniques to effectively create and conduct employee training.
14. Attend, conduct and participate in various meetings and committees; prepare and deliver oral presentations.
15. Participate in ERP online communities, user groups, and vendor conferences and events as appropriate.
16. Operate a variety of office equipment including computers and a variety of specialized systems and software.
17. Maintain an understanding of current methodologies and practices, and applications of technology pertaining to the areas of responsibility.
18. Participate in design and implementations of ERP updates, new modules for Workday and other related software implementations and updates.
19. Recommend strategies for improvements to business processes based on feedback from end users and knowledge of the product.
20. 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 3 - Enterprise Resource Planning (ERP) Training Manager

Education:

A bachelor's degree from an accredited college or university with a major in business, computer science, information technology, communications, or a related field is required.

Experience:

At least three years of professional experience in training or instruction, preferably with Enterprise Resource Planning (ERP) systems in a higher education environment. Experience with Workday HCM and Finance is highly desirable.

LICENSES OR OTHER REQUIREMENTS:

Valid California driver's license.

Certified Professional in Learning and Performance by the Association for Talent Development credential or similar certification is desirable.

Knowledge of:

Applicable State and federal laws and District policies affecting information technology, business services and human resources, including reporting requirements.

Basic Human Resources, Financial and Payroll functions and operations.

Business Process Analysis and Design.

Class preparation and evaluation techniques.

Computer systems and software applications related to area of assignment, including capabilities and limitations, database management, spreadsheets, word processing, and specialized software applications.

Correct English composition, grammar, spelling, and vocabulary.

Current information technology capabilities, characteristics, systems, and practices.

Enterprise level ERP systems architecture, technology, and function.

Human Resources principles, functions and business process.

Interpersonal skills including tact, patience and diplomacy.

Latest training trends in Information Technology.

Microsoft Office software tools including Outlook, Word, Excel, and PowerPoint.

Mission, functions, operations and services of a community college district.

Modern computer hardware and peripherals.

Modern computer platforms, operating systems, servers, human resources systems and applications software.

Modern information technology as it relates to processing, recording, monitoring, managing, reporting, and maintaining business systems, programs, operations and activities, in an integrated environment.

Oral and written communication skills, including public speaking and presentation.

Planning and organizational techniques.

Preparation, publication and distribution of informational and promotional materials.

Principles of supervision and training.

Principles, standards, procedures, methods and techniques of computer system analysis and design, application programming, documentation, project management and system/software maintenance.

Procedures used to establish an efficient reporting and informational environment including storage and maintenance of historical data.

Report preparation procedures and techniques.

Training techniques for software-based systems.

South Orange County Community College District
Page 4 - Enterprise Resource Planning (ERP) Training Manager

Ability to:

Analyze complex situations accurately and adopt an effective course of action.
Assure compliance with State and federal laws and District policies.
Communicate clearly, concisely and effectively, both orally and in writing, with diverse constituencies within and outside of the District.
Compose clear, concise and accurate formal reports, procedures, instructions, training materials, correspondence and other materials.
Demonstrate competent use of computers, including project management, personal productivity and basic office software.
Demonstrate excellent communication (written and verbal) and presentation skills.
Effectively plan, develop, implement and evaluate programs, services and activities for the area of assignment.
Encourage professional excellence among the staff and promote an organizational culture of customer service, innovation, and quality services.
Establish and maintain cooperative and effective working relationships with those contacted in the course of work.
Identify, evaluate and resolve complex system problems.
Interface with user groups to determine and develop computer solutions to administrative issues and information needs.
Keep abreast of current information technologies and best practices.
Lead and facilitate group meetings effectively.
Learn District and college organization, operations and objectives.
Maintain current knowledge of technological advances in the field.
Maintain the security of confidential materials.
Plan and deliver a comprehensive training program for the Workday ERP and related third party modules.
Plan and organize work.
Prepare and present complex ideas and processes both orally and in written form.
Prepare and present oral and written reports and recommendations.
Provide information and direction to others with varying levels of information technology knowledge.
Relate effectively to people of varied academic, cultural, and socio-economic background using tact, diplomacy, and courtesy.
Train, supervise and evaluate the performance of assigned personnel.
Understand and effectively and collaboratively work in a multi-college environment, as well as within a system of community college districts.
Use independent judgment to plan and accomplish goals.
Work confidentially with discretion.
Work effectively in a complex, large, multi-college community college district setting.
Work effectively in a team environment.
Work independently with little 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 essential job functions.

South Orange County Community College District
Page 5 - Enterprise Resource Planning (ERP) Training Manager

Work Environment

Typically, duties are performed in an office environment standing and speaking in front of a group or sitting at a desk or computer workstation. Incumbents are subject to frequent contact in person and on the telephone with District or college administrative, management, supervisory or classified staff. Work requires travel to other offices or locations to attend meetings or conduct work. Must be able to work effectively under changing situations and demanding timelines.

Physical Demands

Typically must sit or stand for long periods, walk short distances on a regular basis, use hands and fingers to operate an electronic keyboard or other office machines, remember key information and concentrate for prolonged periods; see to read all printed materials including fine print, computer screen and electronic displays; hear and understand voices to conduct face-to-face and telephone conversations; speak in an understandable voice with sufficient volume to be heard within a normal conversational distance, on the telephone, and when addressing groups; transport self to places necessary to perform work and regularly lift, carry and/or move objects weighing up to 10 pounds.

Evaluative Criteria: Education: __%; Experience: __%; Knowledge: __%

Finalized by Marlys Grodt and Associates, August 23, 2016
Approved by the Board of Trustees,

TO: Board of Trustees

FROM: Timothy Jemal, Board President

RE: SOCCCD: Employment Agreement – Dr. Debra L. Fitzsimons, Interim Chancellor

ACTION: Approval

BACKGROUND

Effective July 1, 2016, the Board of Trustees appointed Dr. Debra Fitzsimons to the position of Acting Chancellor at South Orange County Community College District.

STATUS

On August 22, 2016, the Board of Trustees appointed Dr. Fitzsimons to the position of Interim Chancellor, subject to mutual agreement by the parties on an employment contract to be presented at the September Board of Trustees meeting. The employment contract, shown in Exhibit A, is for the period August 23, 2016 through June 30, 2017, at a base salary of \$295,000.00 per year, per Exhibit A.

RECOMMENDATION

It is recommended that the Board of Trustees consider and approve the contract of Dr. Debra L. Fitzsimons to serve as Interim Chancellor, South Orange County Community College District, effective August 23, 2016 through June 30, 2017, at a base salary of \$295,000.00 per year, as shown in Exhibit A.

**CONTRACT FOR EMPLOYMENT
OF INTERIM CHANCELLOR
BETWEEN
THE SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
AND
DEBRA FITZSIMONS, Ed.D.**

THIS EMPLOYMENT AGREEMENT ("Agreement") is made and entered into this ____ day of September, 2016, by and between the Governing Board of the South Orange County Community College District ("District" or "Board") and Debra Fitzsimons ("Dr. Fitzsimons").

IT IS HEREBY AGREED AS FOLLOWS:

1. Interim Chancellor. Dr. Fitzsimons is hereby employed for a period commencing on August 23, 2016, and ending on June 30, 2017 or earlier, as the Interim Chancellor, South Orange County Community College District. Interim Chancellor is an academic employee as defined in Education Code section 87001(a), and an educational administrator or student services administrator as defined in Education Code section 87002(b), and a management employee as defined by Government Code section 3540.1(g).

2. General Terms and Conditions of Employment. This Agreement is subject to all applicable laws of the State of California, the rules and regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District, all of which shall be made a material part of the terms and conditions of this Agreement as if set forth in full. This Agreement prevails over any conflicting District rules, regulations, policies or procedures.

3. Powers and Duties. Dr. Fitzsimons shall perform all of the powers and duties of the position of Chancellor, as set forth in the position description, and such other duties as may be assigned. During the term of this Agreement Dr. Fitzsimons may be assigned to any duties for which she possesses the minimum qualifications required by law.

4. Salary. For the term of her employment as Interim Chancellor, Dr. Fitzsimons shall receive an annualized base salary of \$295,000. The annualized salary shall be paid in equal monthly installments. Compensation for periods of less than a complete month of service shall be paid based on the daily rate of pay derived from the annual salary in a manner consistent with District payroll practices. The Board reserves the right to increase the Interim Chancellor's salary from time to time. Any adjustment in salary during the term of this Agreement shall be in the form of a written amendment, and shall not be interpreted as a new agreement or operate as an extension or renewal of this Agreement. If, at any time during the term of this Agreement, the District employs a permanent Chancellor, Dr. Fitzsimons's assignment and salary shall, effective upon ten working days' notice of that appointment, revert to her salary and assignment as Vice Chancellor of Business Services, at Range 27, Step 8 of the applicable salary schedule.

In addition to base salary, throughout the term of this Agreement, Dr. Fitzsimons shall continue to receive any stipends and allowances as provided under her contract of employment as

Vice Chancellor of Business Services, with the exception of monthly mileage allowance which will be increased during this period to the higher rate established for the chancellor.

5. Professional Schedule and Vacation. Dr. Fitzsimons shall be required to render full and regular service to the District during the period covered by this Agreement, or any successor, unless this Agreement is terminated as set forth below. Dr. Fitzsimons shall continue to accrue sick leave and vacation consistent with her regular employment as Vice Chancellor of Business Services of the District during the term of this Agreement. Accrued vacation will be compensated at the salary rate in place at the time the vacation is used or paid in cash. All vacation time used during the term of this Agreement must be scheduled in advance and approved by the President of the Board of Trustees. Dr. Fitzsimons is authorized to work remotely, as appropriate and required for the position.

6. Fringe Benefits. As a management employee of the South Orange County Community College District, Dr. Fitzsimons remains entitled to all fringe benefits afforded to other administrative employees during the term of this Agreement.

7. Evaluation. The Board may informally assess and discuss the performance of the Interim Chancellor at its discretion during the term of this Agreement. These discussions may be based on, among other things, the duties outlined in this Agreement including Board-adopted priority tasks, other goals and objectives established by the Board in consultation with Dr. Fitzsimons, and Dr. Fitzsimons's performance of her duties as Interim Chancellor. In addition, either the Board or Dr. Fitzsimons may request that an item be placed on the Board's meeting agenda relating to the evaluation of the Interim Chancellor.

8. Amendment, Termination, or Non-renewal.

a. This Agreement may be amended by mutual written agreement between the parties.

b. This Agreement will terminate effective at the close of business on June 30, 2017, or earlier if a permanent chancellor is appointed by the Board, without any further notice to Dr. Fitzsimons by the District, except as provided in paragraph 8.c., below. The provisions of Education Code section 72411(a), (b) and (c) shall not apply to this Agreement.

c. This Agreement may be terminated for convenience by either party prior to its expiration by giving not less than ten working days' written notice. Upon the effective date of the termination pursuant to this subparagraph of the Agreement, Dr. Fitzsimons will return to her position of Vice Chancellor of Business Services, and both parties' obligations under this Agreement shall cease. Further, upon the hiring of a permanent Chancellor, the Governing Board may terminate this Agreement with ten working days' notice to the Interim Chancellor.

d. Notwithstanding any other provisions of this Agreement, per Government Code sections 53260 and 53261, in the event this Agreement is terminated, the maximum cash settlement Dr. Fitzsimons may receive is an amount equal to one-twelfth of the annualized salary specified above, multiplied by the number of months left on the unexpired term of the Agreement, or 12 months, whichever is less. However, due to the day-to-day nature of Dr. Fitzsimons's employment under this Agreement, the parties agree Dr. Fitzsimons will not receive any cash

settlement upon termination of this Agreement. Notwithstanding any other provision of this Agreement, and as mandated by Government Code section 53243 et seq., in the event Dr. Fitzsimons is convicted of a crime constituting “abuse of office,” she shall reimburse the District to the fullest extent mandated by Government Code section 53243 et seq. (e.g., for paid leave, criminal defense expenditures, or any cash settlement). In the event of such conviction, the District shall make no payments barred by Government Code section 53243 et seq.

9. Entire Agreement. This Agreement is an integrated agreement and constitutes the entire agreement between the parties pertinent to its subject matter, except for Dr. Fitzsimons’ agreement for service as Vice Chancellor of Business Services. This Agreement supersedes all prior agreements and understandings of the parties in connection with Dr. Fitzsimons’ employment as Interim Chancellor, except for Dr. Fitzsimons’ agreement for service as Vice Chancellor of Business Services. This Agreement is the product of arms-length negotiations between the parties and shall not be interpreted in favor of either party or against the other party on account of such party drafting any of the provisions of this Agreement.

10. Headings. The headings in this Agreement are inserted for convenience of reference and shall not be considered in the construction of the provisions of this Agreement.

11. Applicable Law. This Agreement is drawn to be effective in, and shall be construed in accordance with the laws of, the State of California.

12. Savings Clause. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, such provision shall not be deemed valid or binding except to the extent permitted by law, but all other provisions shall continue to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have duly approved and executed this Agreement on the day and year above written.

GOVERNING BOARD OF THE SOUTH ORANGE
COUNTY COMMUNITY COLLEGE DISTRICT

By: _____

Timothy Jemal
President, Board of Trustees

Debra Fitzsimons, Ed.D.

Approved:

Date: _____

GOVERNING BOARD OF THE SOUTH
ORANGE COUNTY COMMUNITY COLLEGE
DISTRICT

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Saddleback and Irvine Valley College Foundation Annual Report

ACTION: Information

BACKGROUND

Both Saddleback College and Irvine Valley College Foundations provide an annual report to the Board of Trustees.

STATUS

Dr. Donald L. Rickner, Executive Director of Saddleback College Foundation and Elissa Oransky, Executive Director of Irvine Valley College Foundation will provide summary information (EXHIBIT A) on the accomplishments FY 2015-2016, financial summary, and highlights of major initiatives planned FY 2015-2016.

Item Submitted By: *Dr. Glenn R. Roquemore and Dr. Tod A. Burnett, Presidents
Debra L. Fitzsimons, Vice Chancellor, Business Services*

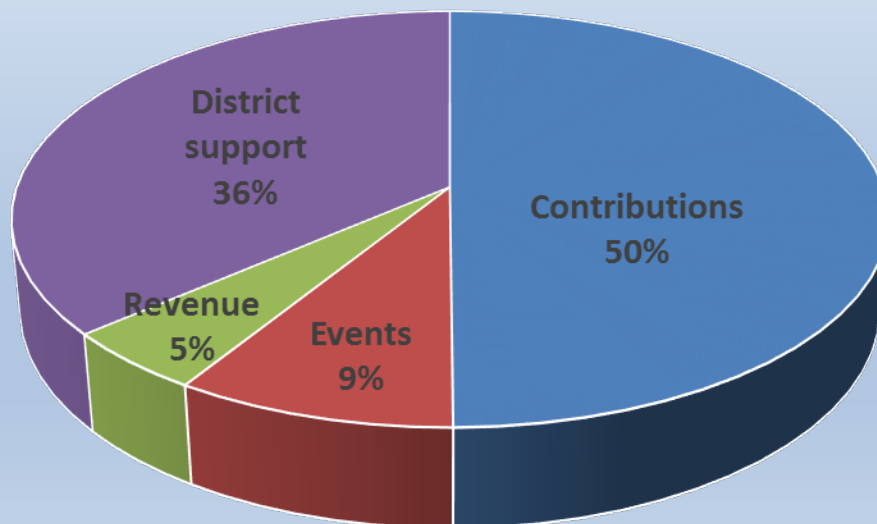
**Irvine Valley College
Foundation**

**Saddleback College
Foundation**

**Annual Foundation Report to the
Board of Trustees
South Orange County Community College District
September 26, 2016**

2015-2016 Income

Contributions	\$ 758,158
Events	\$ 136,840
Revenue	\$ 72,621
District support	\$ 551,835
Total	<u>\$1,519,454</u>



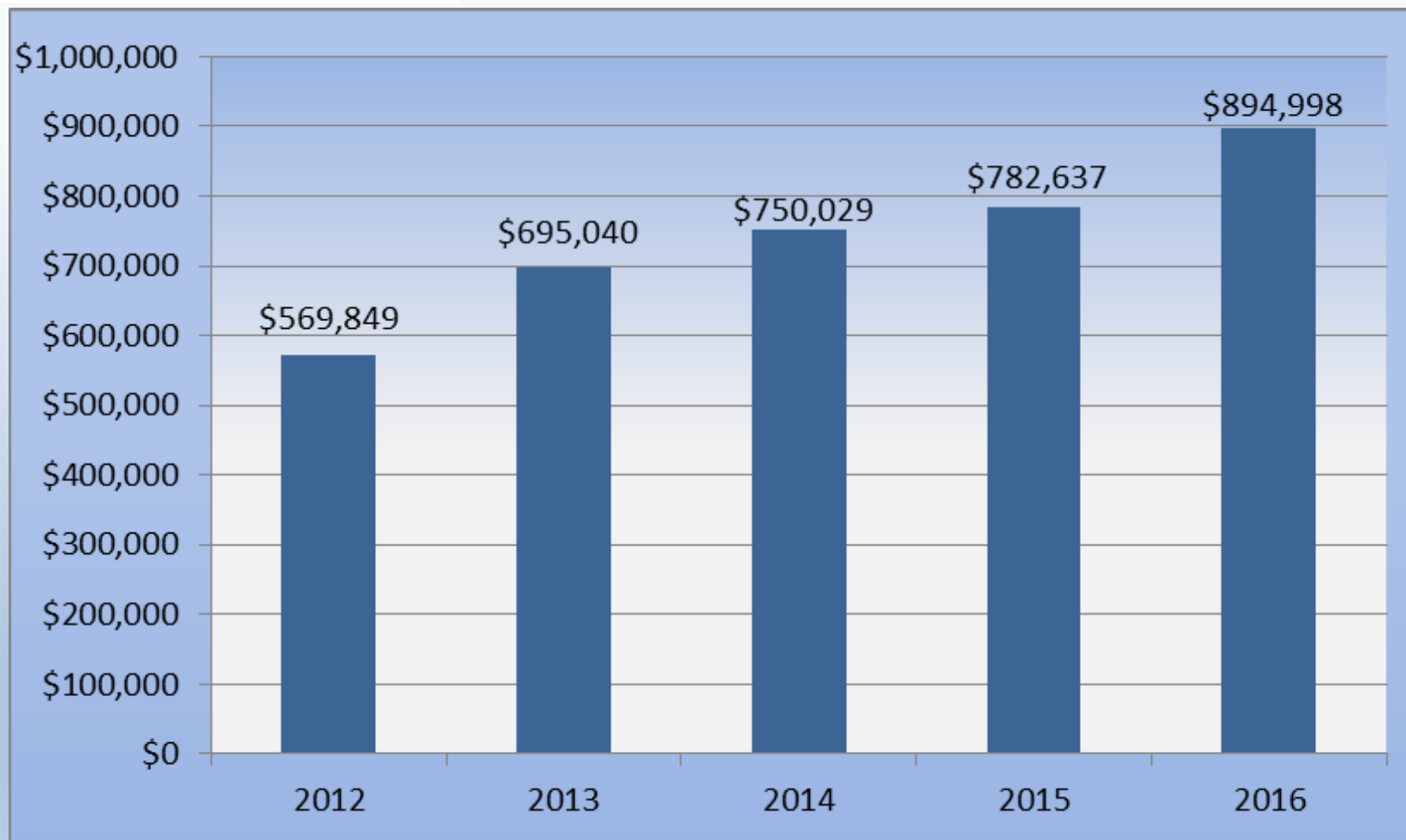


Financial Position

Support and Revenue		Income
		2015-2016
Contributions		\$758,158
Events		\$136,840
Revenue		\$72,621
District support		\$551,835
Total		\$1,519,454
 Expenses		 Expenses
		2015-2016
Program Support to IVC		\$995,109
General and Administrative		\$286,179
Fundraising		\$65,003
Total		\$1,346,291
 Change in net assets		 \$173,163
 Net Assets		
 Beginning July 1		 \$2,255,282
 Ending June 30, 2016		 \$2,428,445
Includes Investments of \$1,729,137		



Dollars Raised

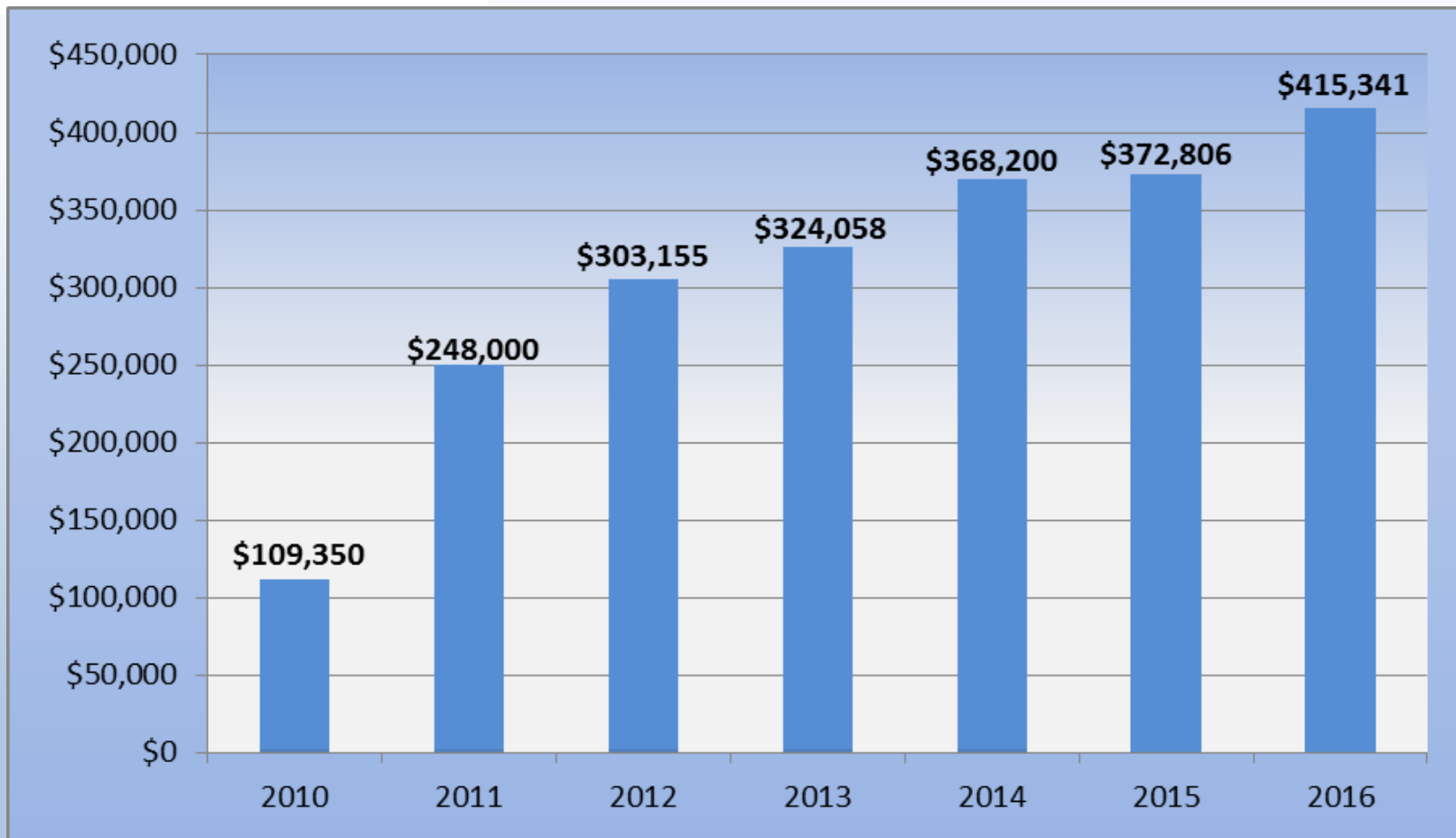


Includes all donations and dollars raised through events



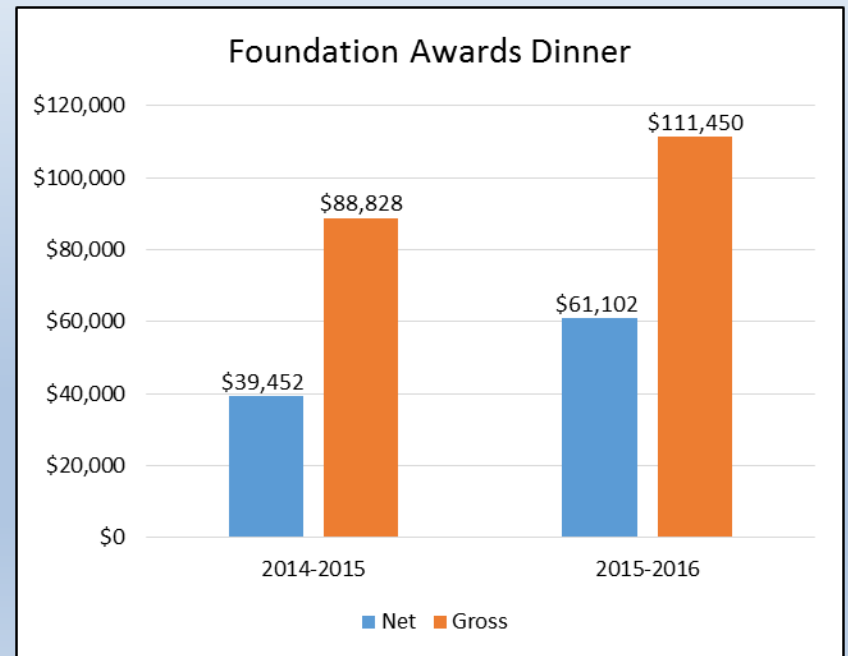
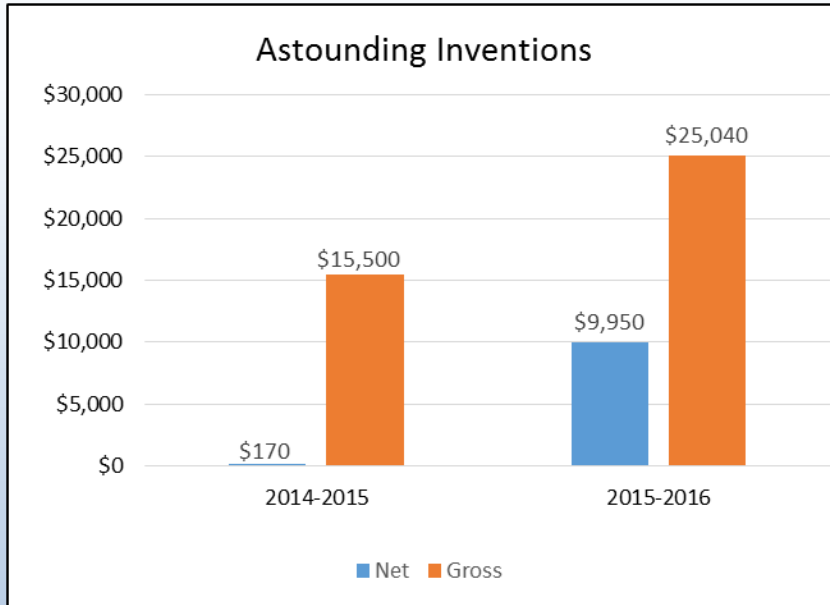
FOUNDATION

Scholarship Support



Scholarship Growth

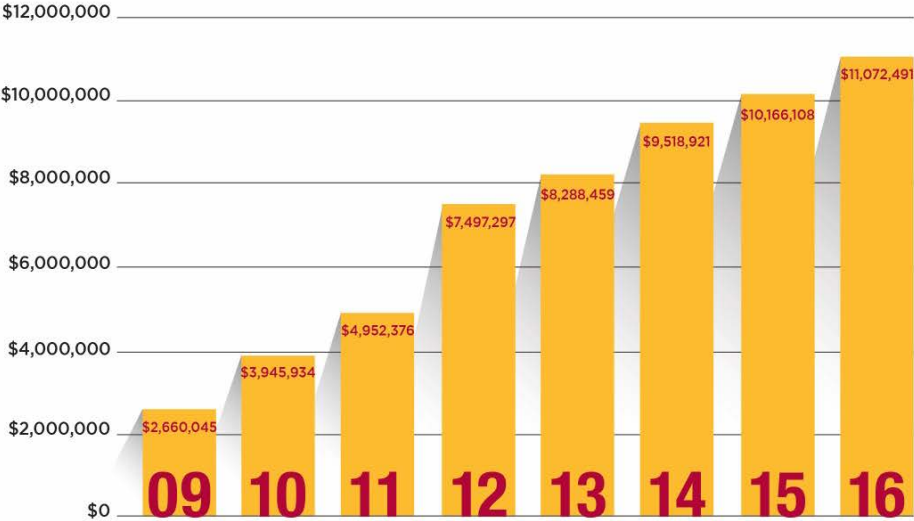
Event Fundraising



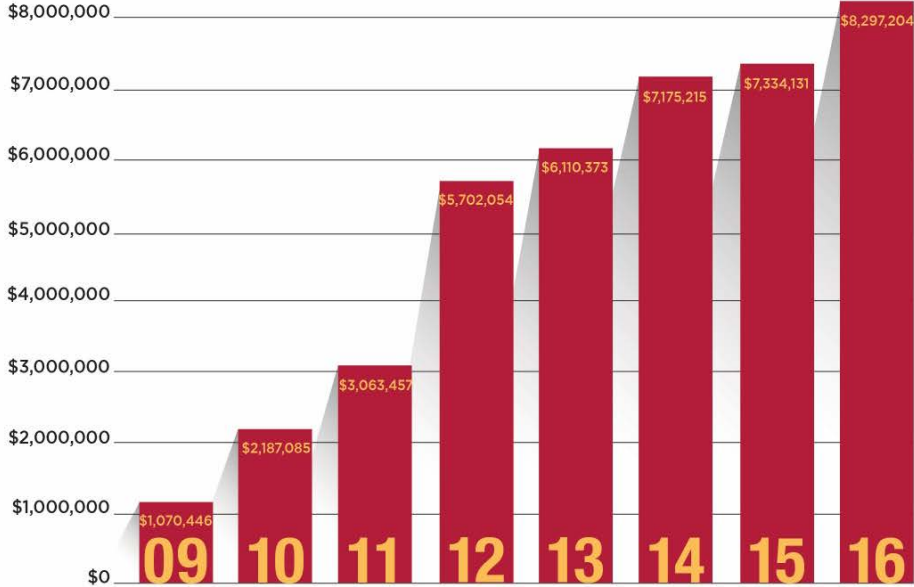
Significant Accomplishments

- **New significant revenue:**
 - \$100,000 from the City of Irvine for scholarships and early college
 - \$102,000 in new grants to support veteran's programs
 - \$10,000 sponsorship for Astounding Inventions from Cox Communications
- **Significant growth in revenue from Astounding Inventions and the Foundation Awards Dinner (FAD)**
- **Sponsorships for the FAD increased by 47% (\$45,800 to \$67,625)**
- **100% of the board of governors made a personal contribution**
- **Established 5 new endowments, 13 new accounts including 5 scholarship accounts**
- **Change in leadership on the board and in the office has had a significant impact on the culture of philanthropy at IVC**

NET ASSETS 2009-2016*

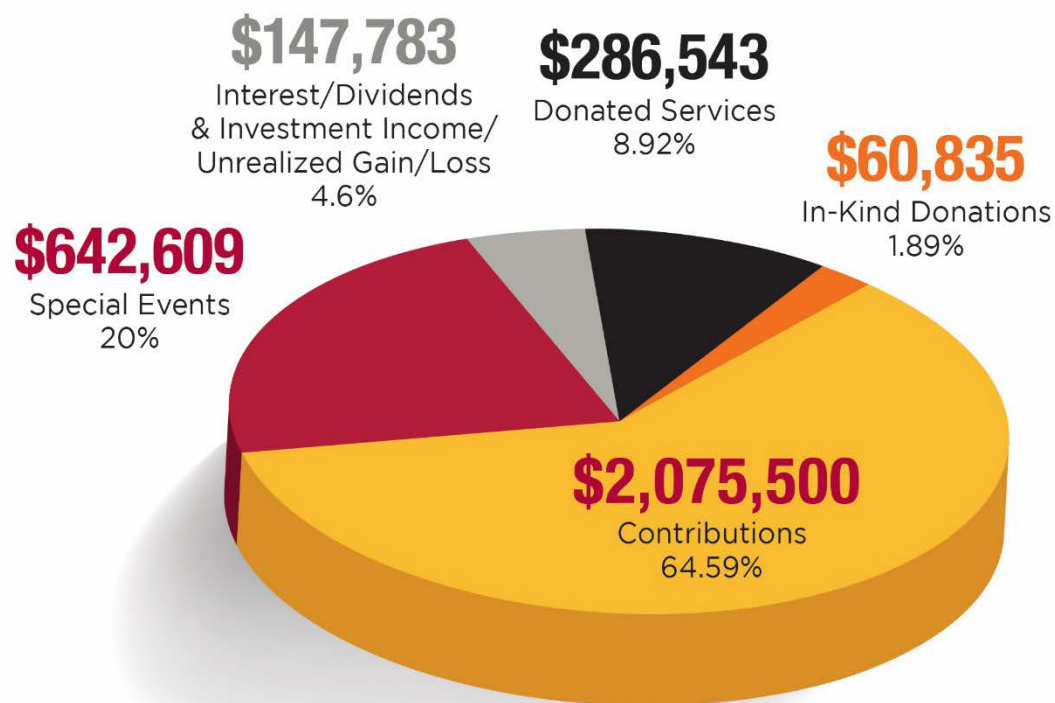


ENDOWMENTS 2009-2016



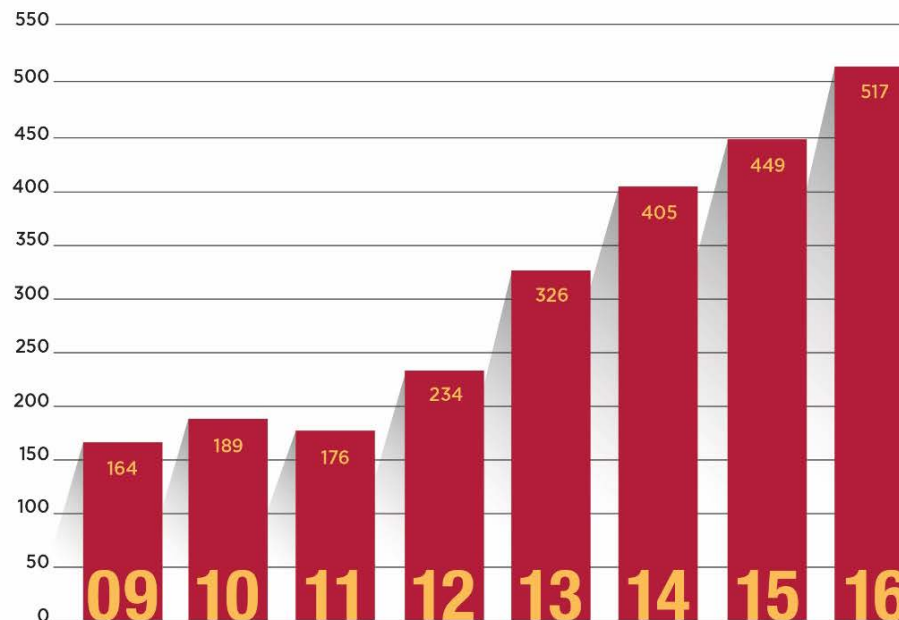
REVENUE AND GIFTS IN KIND 2015-2016*

\$3,213,270



**2016 Amount represents unaudited numbers and are based on the standards set by CASE (Council for Advancement and Support of Education).*

STUDENTS RECEIVING SCHOLARSHIPS 2009-2016



SCHOLARSHIP AWARDS 2009-2016



Saddleback College Foundation Statement of Activities Fiscal Year 7/1/2015-6/30/2016

Income

Contributions		2,075,500
In-Kind donations		60,835
Special Events		642,609
Investment income		147,783
District support		286,543
Total Income		<u>3,213,270</u>

Expenses

Fundraising expenses		163,484
General and Administrative		130,481
<i>Program Support for College:</i>		
Scholarships	793,719	
Other program support	<u>1,258,020</u>	<u>2,051,739</u>
Total Expenses		<u>2,345,704</u>

Change in Net Assets

867,566

* Amounts represent unaudited numbers and are based on the standards set by CASE (Council for Advancement and Support of Education)



2015-2016 Significant Accomplishments

- 517 students received scholarships, the most in the college's history, totaling \$793,719
- Added over \$1,050,000 to endowments including \$1,000,000 to endow the Sue and Bill Gross Scholars for Jobs Program
- Annual Gala raised net proceeds of \$101,039, an increase of \$25,000 over the previous year representing the highest amount to date.
- This year's revenue and gifts-in-kind giving reached \$3.2 million, a 26% increase over previous year.
- Net assets reached \$11 million, an increase of 9% over previous year.
- Credit card payments increased 68% through NetCommunity, raising over \$197,000 since July 2015
- Secured 3 irrevocable estate gifts
- Secured estate pledge from Jane Horlings
- Michelle Desilets, Founder and Executive Director of Orangutan Land Trust, named Alumna of the Year
- Began publication of bi-weekly gift planning newsletter to about 12,000 recipients





**Thank you for your
donations, your referrals
and your leadership in
support of both
foundations.**



TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: 2017 Teachers of the Year Recognition Ceremony

ACTION: Information

BACKGROUND

The Orange County Teachers of the Year (TOTY) program provides recognition for outstanding teachers in Orange County. The goal of the program is to bring recognition to educators and to pay tribute to individuals who provide exemplary service. Candidates are honored at an annual recognition ceremony hosted by the program sponsors. The finalists are invited to represent the county in the California Teachers of the Year program.

STATUS

The 2017 Teachers of the Year Recognition Ceremony will be held on Tuesday, October 25, 2016 at the Disneyland Hotel in Anaheim. The South Orange County Community College District has received ten complimentary invitations for district and college representatives to honor the nominees for their outstanding efforts in promoting student success. The Orange County Department of Education has returned to their prior practice of honoring one nominee per accredited college. The district nominees being honored at the recognition ceremony are Claire Cesareo, Anthropology Professor from Saddleback College and Rebecca Beck, ESL Professor from Irvine Valley College.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Technology Plan

ACTION: Information

BACKGROUND

For use in integrated strategic planning, the South Orange County Community College District utilizes planning documents such as the District-wide Strategic Plan and the Education Facilities Master Plan. To aid in district-wide technology planning, SOCCCD has produced an inaugural district-wide Technology Plan. The plan is aligned with other major planning documents and focuses on technology goals, objectives, and processes.

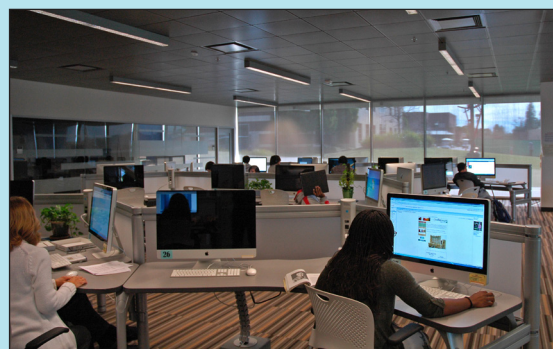
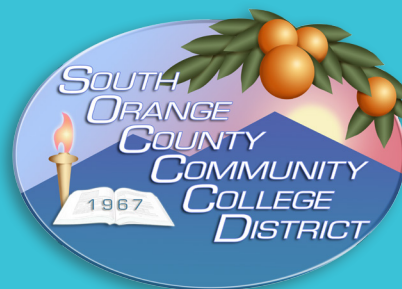
STATUS

The District-wide Technology Plan Task Force met over the period of November 2011 through August 2015 to draft the SOCCCD Technology Plan. The plan was then submitted to the District-wide Technology Committee for final revisions. The plan was approved by the members of the District-wide Technology Committee on December 17, 2015.



South Orange County Community College District

TECHNOLOGY PLAN 2015–2020



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The South Orange County Community College District (SOCCCD), founded in 1967, is one of 72 community college districts in California. It is a multi-college district comprised of Saddleback College (SC) in the city of Mission Viejo, Irvine Valley College (IVC) in the city of Irvine and District Services (the administrative units encompassing Business Services, Human Resources, and Technology and Learning Services). The district serves over 40,000 students each semester and employs more than 2,500 faculty and staff. Within this document SOCCCD refers to all three entities: Irvine Valley College, Saddleback College and District Services.

Higher education institutions are facing dramatic changes being fueled by rapid advancements in information technology. Technology plays a key role throughout our students' education, from online application and registration to distance education to systems that support student services. The Internet is rapidly becoming the principal means of finding and communicating information, and today's students will encounter the ubiquitous use of networks, hardware and software throughout their careers.

This technology master plan provides a roadmap by which SOCCCD technology organizations, which include those at district services and the two colleges, can effectively and efficiently work together to develop, implement, support and maintain technology systems that support academic excellence and student success. The technology plan outlined in this document is designed to align with and extend SOCCCD's vision, mission, and strategic plans and form the basis for a technology planning process over the next five years.

4 Planning Process

The Technology Master Planning Process

The purpose of effective information technology planning is to connect institutional priorities with technology goals. This approach looks at strategic planning as a process that seeks to clarify what the institution is, what it wants to be and how it can successfully make the transition.

This planning document is part of an over arching planning process that ensures the following:

- The plan supports the district and colleges' statements of vision, mission, and goals
- Through collaboration with district and college technology organizations, of the plan aligns technology initiatives with institutional priorities
- The plan disseminates knowledge about technology needs and constraints
- The plan addresses key institutional, academic and business needs via technology

Planning is done under the overall direction of the major planning documents in the district. The following list of planning documents is used to confirm and align the priorities of the district and colleges.

District Planning Documents

The following documents inform the district-wide technology planning process.

- SOCCCD, Irvine Valley College, Saddleback College and ATEP Education and Facilities Master Plan
- SOCCCD District-wide Strategic Plan 2014-2020
- Irvine Valley College Strategic Plan 2014-2021
- Irvine Valley College Technology Plan
- Saddleback College Technology Master Plan
- Saddleback College Strategic Plan 2014-2020 –(in progress)
- District Services Administrative Unit Reviews
- Irvine Valley College Online Education Strategic Plan
- Saddleback College Distance Education Strategic Plan—in progress

District Information Technology Plan The SOCCCD Technology Plan is a five year plan designed to inform major directions for technology in the district. The plan is reviewed annually, accomplishments are reported; and the plan, along with the associated planning documents listed above, is used to help shape the next year's district-wide technology budget priorities.

Technology Planning Committees

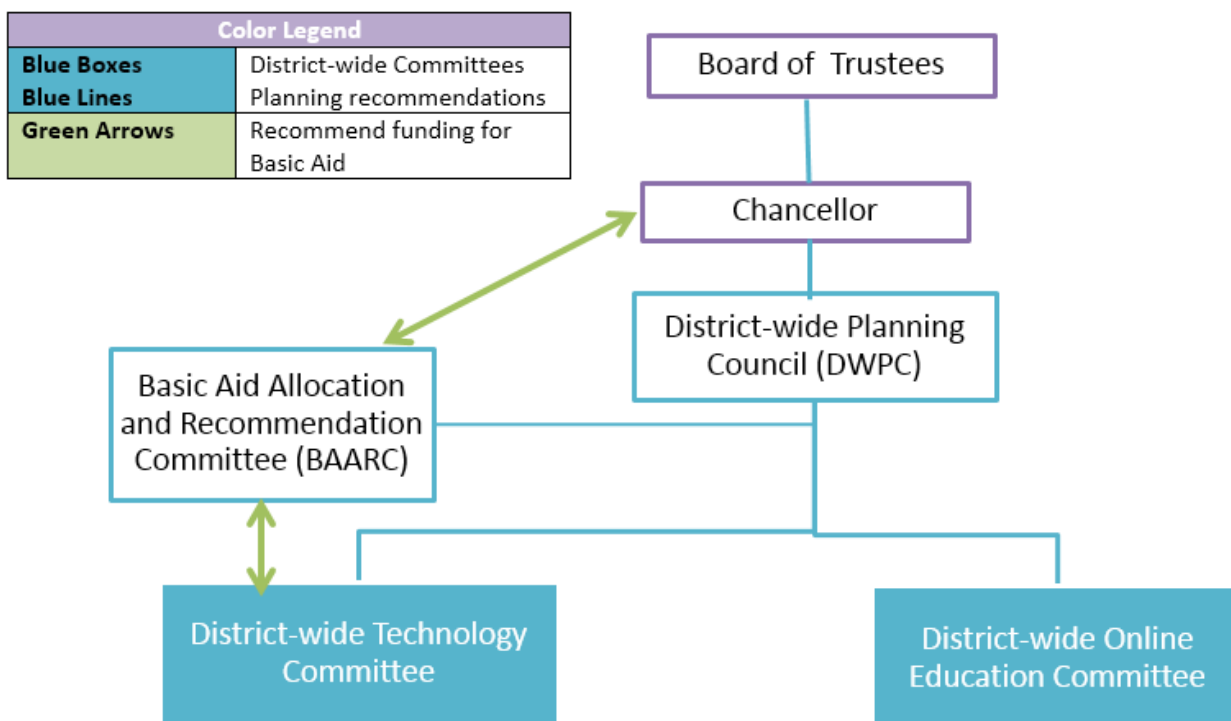
There are two major participatory governance committees related to technology.

1. The District-wide Technology Committee (DTC) is a participatory governance group with broad participation. The purpose of the committee is “to coordinate technology issues, develop and update the district-wide technology plan, and implement new systems, hardware, and software district-wide; review potential district and college IT projects and funding sources; and explore new software and hardware.”

2. The District-wide Online Education Committee (DOEC) purpose is “to support online student success and coordinate the technology needs of online education throughout the district, including reviewing and exploring new services, software, and hardware.” (See Appendix A for DTC and DOEC committee purpose and membership.)

The graphic below shows the relationship of the district-wide technology committees to other district-wide planning committees for reporting, decision-making and funding recommendations. The colleges and district services also have other committees not represented in the graphic below that discuss and prioritize technology issues and needs. The colleges’ technology committees that oversee and discuss technology priorities at each campus are the IVC Technology Advisory Task Force and the Saddleback Technology Committee. When specific technology issues arise that could be addressed district-wide, these issues are then brought to the district-wide committees for continued discussion and prioritization.

Figure 1. District-wide Technology Committees and Basic Aid Recommendations Flow Chart



6 Technology Goals

District-wide Technology Goals 2015-2020

The development of the current District-wide Technology Master Plan 2015-2020 has been an evolution of documentation and planning. In 2011, the District-wide Technology Committee created a plan that outlined major funded district-wide projects and aligned them under district and college strategic goals. This plan helps guide the development of the funding process for basic aid technology. As the district developed its strategic planning in 2013, a new integrated planning process was introduced. In 2013-2014, guided by the District-wide Planning Council (DWPC), a new strategic plan was created with a shared set of goals and objectives. This model was formally adopted and both colleges and district services now have incorporated these shared priorities into their own planning. Following in this model, the District-wide Technology Master Plan was revisited to align with the shared goals of the district.

During the spring and summer of 2014, the Technology Plan Task Force met and discussed creating technology goals and objectives that were also aligned with the new District-wide Strategic Plan 2014-2020. The new District-wide Strategic Plan (DWSP) 2014-2020 has four major goals. After a review of the current district-wide strategic plan goals and college strategic and technology goals, five technology goals below were developed in consonance with the current district-wide strategic plan. Appendix B contains the approved District-wide Strategic Plan 2014-2020 goals and objectives.

The five major technology goals were developed to support the overall district-wide strategic plan and strengthen the future of technology in the district. Development of objectives for each goal will aid in identifying specific projects that will lead towards achievement of each goal.

Table 1: District-wide Goals 7

TABLE 1: District-wide Strategic Plan Goals & District-wide Technology Plan Goals

District-wide Strategic Plan 2014-2020	District-wide Technology Goals 2015-2020
<p>DWSP Goal 1 SOCCCD will foster an environment characterized by creativity, innovation, respectful interactions and collaboration.</p>	<p>District-wide Technology Goal 1 SOCCCD will sustain innovative excellence in supporting students, faculty and staff through the development and use of creative technologies.</p>
	<p>District-wide Technology Goal 2 SOCCCD will continue to model respectful interactions and collaboration via partnerships among District Services, Saddleback and Irvine Valley College technology organizations.</p>
<p>DWSP Goal 2 SOCCCD will promote students' success by enhancing the teaching and learning environment.</p>	<p>District-wide Technology Goal 3 SOCCCD technology will remain in the forefront of advancing student success and enhancing the teaching and learning environment.</p>
<p>DWSP Goal 3 SOCCCD will advance economic and workforce development through regional partnerships with educational institutions and industry and by strengthening career technical education.</p>	<p>District-wide Technology Goal 4 SOCCCD will advance its technology support, data collection, and sharing to understand and better address the needs of our community and the career pathways of our students.</p>
<p>DWSP Goal 4 SOCCCD will strengthen long-term financial health and institutional effectiveness through integrated planning and resource allocation.</p>	<p>District-wide Technology Goal 5 SOCCCD will continue to strengthen institutional efficiencies through continuous improvement of technological infrastructure to meet the needs of students, faculty, and staff.</p>

8 Goal 1

TABLE 2: District-wide Technology Goal 1 and Objectives 2015-2020

District-wide Technology Goal 1 SOCCCD will sustain innovative excellence in supporting students, faculty and staff through the development and use of creative technologies.	
Objective	
1.1	Investigate and test emerging and innovative educational technologies that enhance student success.
1.2	Sustain a culture of innovation with emphasis on iterative experimentation.
1.3	Increase use of technology that improves services for students, faculty, and staff.
1.4	Seek out innovation partnerships for research and development.

TABLE 3: District-wide Technology Goal 2 and Objectives 2015-2020

District-wide Technology Goal 2 SOCCCD will continue to model respectful interactions and collaboration via partnerships among District Services, Saddleback and Irvine Valley College technology organizations.	
Objective	
2.1	Engage in team building activities between all IT management and then reproduce an annual team building activity between staff from all three IT organizations.
2.2	Coordinate opportunities for district-wide technical training and professional development. Professional development includes on-site training, conferences, webinars, and subscriptions.
2.3	Continue to support professional development for the online teaching environment.
2.4	Prioritize district-wide technology projects; unit specific projects are allowable provided they are contained in the relevant technology plan.

10 Goal 3

TABLE 4: District-wide Technology Goal 3 and Objectives 2015-2020

District-wide Technology Goal 3 SOCCCD technology will remain in the forefront of advancing student success and enhancing the teaching and learning environment.	
Objective	
3.1	Identify, investigate, pilot, deploy and assess promising technologies for student success.
3.2	Develop and expand our own custom-created software systems.
3.3	Expand inter-segmental cooperation for better data streams between our partner educational institutions (K-12, CSU, UC and private).
3.4	Leverage data from technology systems that increase student success and learning environments.

TABLE 5: District-wide Technology Goal 4 and Objectives 2015-2020

District-wide Technology Goal 4 SOCCCD will advance its technology support, data collection, and sharing to understand and better address the needs of our community and the career pathways of our students.	
Objective	
4.1	Incorporate additional data sources to increase student success.
4.2	Re-architect data systems to prepare for increases in data variety, volume and velocity.
4.3	Transform use of data from static reports to dynamic dashboards, tabular to visual reporting, from emphasis on the past to future predictive and proscriptive analytics, enabling self-service data discovery and reporting when feasible.

12 Goal 5

TABLE 6: District-wide Technology Goal 5 and Objectives 2015-2020

District-wide Technology Goal 5 SOCCCD will continue to strengthen institutional efficiencies through continuous improvement of technological infrastructure to meet the needs of students, faculty, and staff.	
Objective	
5.1	Implement and maintain business process improvements via technology.
5.2	Increase computing services with improved efficiencies while at the same time decreasing power consumption.
5.3	Remain current with evolving technology standards and improve technology infrastructure.
5.4	Maintain security by adhering to evolving industry standards.

The Technology Funding Process

One of the purposes of defining SOCCCD's technology master plan goals and objectives is that this plan will guide the prioritization and allocation of resources for technology projects.

Funding for technology initiatives primarily comes from one of two funding sources:

Fund 1: General Fund

The general fund is 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. District-wide software maintenance agreements are paid from Fund 1.

Fund 40: Capital Outlay Fund or "Basic Aid"

The "basic aid" fund is utilized with the general principle of funding allocations for one-time purposes. One of the main uses of basic aid is the funding of technology. The current annual basic aid technology funding process is outlined in Board Policy and Administrative Regulation 3110. In this administrative regulation the guidelines to fund the district's larger technology projects are outlined.

Basic Aid Funding Process

The District-wide Technology Committee (DTC) organizes and oversees the technology project proposal process for Basic Aid funding. This technology plan will serve as a reference document to inform the decision making process.

All projects begin with a project proposal which includes district and/or college strategic objectives met, project justification, and cost estimates. Irvine Valley College, Saddleback College, and District Services each have local vetting processes that proposals must undergo before they are formally submitted into the district-wide process. A sample project proposal form is provided in Appendix D.

General Guidelines for submitting technology projects:

- Projects costs are estimated to be over \$150,000 (Per AR 3110).
- Projects can span multiple years in implementation.
- Projects that have Department of State Architecture (DSA) or facilities implications should be coordinated with the Capital Improvement Committee (CIC).

General Timeline for projects funded in the next academic year:

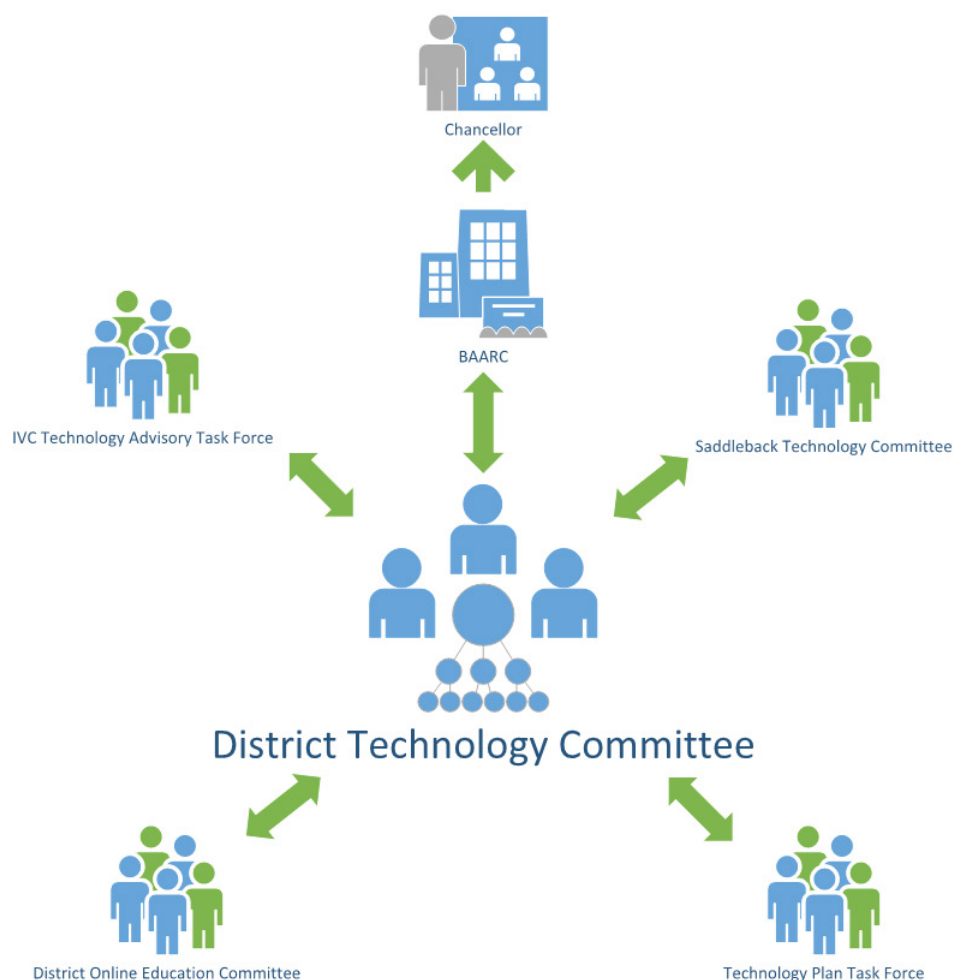
- December/January of current year – Project Proposal Submission Deadline
- Late February – Internal Vetting Deadline by the colleges and district services constituency groups prior to any voting.
- March – Project Prioritization by DTC
- April – Project Prioritization List discussed at BAARC
- BAARC Deadlines

14 Deadlines, Collaboration

Board of Trustees Deadlines – Review and Study (June). Approval (July)

During the fall semester of the academic year, technology projects that are needed for the next academic year are discussed and prioritized at each college and district services. The technology project proposal deadline is at the end of the year/early January. Once the projects are proposed, DTC discusses the proposals and a process of communication between units and areas occur to better understand projects and priorities proposed from each unit. The diagram below illustrates communication and collaboration flows across the district. Once vetting has occurred, district-wide the technology projects are prioritized via a voting process at DTC.

Figure 2: District-wide Technology Communication and Collaboration



The prioritized list of proposals is submitted to the Basic Aid Allocation and Recommendation Committee (BAARC) by a deadline established by that committee. BAARC may request clarification from DTC on proposals as they are being considered. Based on input from DTC, BAARC makes a recommendation to the Chancellor regarding how much Basic Aid funding will be requested for major technology projects. The Chancellor brings Basic Aid funding requests to the Board of Trustees for final approval.

Overview of Technology Basic Aid Project Management

After funding, the proposals are scheduled as projects for the new fiscal year.

Before a project is started, a project charter is created and approved by its sponsor. A project charter must have the consensus of the key stakeholders in order to move forward.


After the charter has been approved by the key stakeholders, any changes to the charter must have consensus of the key stakeholders and be documented in the revision history of the charter document. No significant changes to the charter will be made without consensus.

A sample project charter is provided in Appendix D.

Upon completion of the project, a project closure meeting is held and an evaluation is performed and documented. An example of a project closure is provided in Appendix E.

16 Appendix A

APPENDIX A – District-wide Technology Committee (DTC – as of May 2014)

	DISTRICT-WIDE TECHNOLOGY COMMITTEE (DTC)	
Purpose of the Committee:		
To coordinate technology issues, development of and updates to the district-wide technology plan, and implementation of new systems, hardware, and software district-wide; review potential district and college IT projects and funding sources; and explore new software and hardware.		
Meets:		
Every month. Location rotates between Saddleback College and Irvine Valley College.		
Chair:		
Vice Chancellor, Technology & Learning Services		(1)
Members:		
Vice Presidents of/for Instruction, one from each college		(2)
Vice Presidents of/for Student Services, one from each college		(2)
District Director, Research, Planning & Data Management		(1)
Director, IT-Administrative Systems, District Services		(1)
Director, IT- Academic Systems, District Services		(1)
Director, IT- Infrastructure/Security		(1)
Systems Manager, Computer & Network Operating Systems, District Services		(1)
Deans, Online Education & Learning Resources, one from each college		(2)
Dean, Enrollment Services, one per committee		(1)
Directors, Technology, one from each college		(2)
Faculty representatives, two from each college to include Distance Education chairs		(4)
Classified technology/DE representative, IVC, one total		(1)
Classified technology/DE representative, Saddleback, one total		(1)
District Services Representative, one total		(1)
Reporting/Recommending Responsibilities:		
Chancellor's Executive Council		
Chancellor's Council		
College strategic planning committees		
College technology committees		
SharePoint Site: https://sharepoint.socccd.edu/chancellor/dwc/dwtc/default.aspx		
Decision-Making Process:		
The committee uses consensus as the primary tool for making decisions and recommendations. In the rare event that consensus cannot be reached, the committee may utilize majority vote as a final determination in establishing recommendations to Chancellor's Executive Council, Chancellor's Council, college and District Services strategic planning committees, and college technology committees.		
Communication Process:		
SharePoint, two-way communication/feedback by committee representatives to college technology committees and constituent groups.		

APPENDIX A – District Online Education Committee (DOEC – as of May 2014)**DISTRICT ONLINE EDUCATION COMMITTEE (DOEC)****Purpose of the Committee:**

To support online student success and coordinate the technology needs of online education throughout the district, including reviewing and exploring new services, software, and hardware.

Meets:

Every month. Location rotates between Saddleback College and Irvine Valley College.

Chair:

Vice Chancellor, Technology & Learning Services (1)

Members:

Vice Presidents of/for Instruction, one from each college (2)
 Director, IT-Academic Systems, District Services (1)
 Deans, Online Education & Learning Resources, one from each college (2)
 Directors, Technology Services, one from each college (2)
 Faculty representatives, two from each college to include Distance Education Committee chairs (4)
 Distance education trainers/coordinators, one from each college (2)

Reporting/Recommending Responsibilities:

Chancellor's Executive Council
 Chancellor's Council
 District-wide Technology Committee
 College strategic planning committees
 College distance education committees
 College technology committees

SharePoint Site: <https://sharepoint.socccd.edu/chancellor/dwc/oec/default.aspx>

Decision-Making Process:

The committee uses consensus as the primary tool for making decisions and recommendations. In the rare event that consensus cannot be reached, the committee may utilize majority vote as a final determination in establishing recommendations to Chancellor's Executive Council, Chancellor's Council, District-wide Technology Committee, college strategic planning committees, and college distance education and technology committees.

Communication Process:

SharePoint, two-way communication/feedback by committee representatives to college distance education and technology committees and constituent groups.

18 Appendix B

APPENDIX B – SOCCCD District-wide Strategic Plan 2014-2020

Approved District-wide Goals and Objectives

Goal 1: SOCCCD will foster an environment characterized by creativity, innovation, respectful interactions and collaboration.

- 1.1 Recognize and support innovative ideas that improve collaboration and respectful interactions district-wide.
- 1.2 Improve district climate in the areas of optimism, commitment, and respectful collaboration.
- 1.3 Improve the representative process through active engagement and communication.
- 1.4 Increase professional development opportunities that potentiate employees' talents and interests.
- 1.5 Improve training for all employees to increase district-wide understanding of organizational structure, resources, processes and procedures.

Goal 2: SOCCCD will promote students' success by enhancing the teaching and learning environment.

- 2.1 Increase student completion rates (degrees, certificates, and transfer) while preserving access, enhancing quality, and closing achievement gaps
- 2.2 Increase employee professional development opportunities that focus on student success outcomes.

Goal 3: SOCCCD will advance economic and workforce development through regional partnerships with educational institutions and industry and by strengthening career technical education.

- 3.1 Formalize collaborative partnerships with the business community and regional educational institutions to support workforce development.
- 3.2 Improve alignment between workforce development offerings and regional job opportunities.

Goal 4: SOCCCD will strengthen long-term financial health and institutional effectiveness through integrated planning and resource allocation.

- 4.1 Systematically assess the effectiveness of planning and resource allocation district-wide.
- 4.2 Improve processes and procedures for efficiency, effectiveness, and responsiveness district-wide.
- 4.3 Develop and initiate multi-year financial planning.

APPENDIX C – Project Proposal

**South Orange County Community College District
Technology Project Proposal
Fiscal Year:**

Project Name:Hardware ☐ Software ☐**Initiated By:**District Services ☐Irvine Valley College ☐Saddleback College ☐**Project Description:****Justification:**

SOCCCD/Saddleback/IVC Goal or Objective Supported (click text to open related website):

Initial Project Cost Estimates:

Description	Unit	Total Cost
Total		\$0.00

Start-Up Funding:

Project Start Up	Total Cost
Minimum Funds Required to Start Project – Year 1	

Ongoing Project Cost Estimates and/or Additional Staffing Requirements:

Description	Unit	Total Cost
Total		\$0.00

Funding Source for On-going Costs:**Project Duration Estimate:****Resource Contact(s):**

Name	Department	Phone Ext	Email

Import Dates:

Initial Submittal Date	Revision Date(s)	Final Approval Date (Send forward for Prioritization)

20 Appendix D

APPENDIX D – Project Proposal Form 2015-2016

Project Proposals - 2015/16 - Sample Project

Edit

Save Cancel Paste Copy Cut Delete Item Attach File Spelling

Commit Clipboard Actions Spelling

Project Name * Sample Project

Project Type * ☒ Hardware ☐ Software ☐ Service

Request Initiated By: * Jim Gaston ;
Enter users separated with semicolons.

Project Sponsor(s) * Juan Avalos ; Linda Fontanilla ;
Enter users separated with semicolons.

Impact ☐ District Services ☐ Irvine Valley ☐ Saddleback ☒ District-wide

Primary Users ☒ Students ☒ Faculty ☐ Staff ☐ Administrators/Managers ☐ Community ☐ All

Project Description * Lorem ipsum dolor sit amet, consectetur adipiscing elit. Nullam non luctus ipsum, blandit hendrerit purus. Morbi ornare vulputate vulputate. Maecenas purus nisl, ornare ac tempor quis, condimentum quis erat. Sed vestibulum trincidunt ullamcorper.

Project Justification * Donec vitae nulla ac arcu luctus pretium porta id tellus. Quisque sodales ante vel urna porta, id rhoncus enim trincidunt. Lorem ipsum dolor sit amet, consectetur adipiscing elit. Morbi elementum justo nec nunc efficitur mollis. Nulla rutrum orci metus, nec lobortis nisl finibus quis. Sed venenatis fringilla odio non sagittis. Aenean congue sit amet libero ac commodo.

For example: end of life, law, state mandate, other.

Program Review

Explain how this request ties to your program review.

District-Wide Goals Supported ☐ Goal 1 - SOCCCD will foster an environment characterized by creativity, innovation, respectful interactions and collaboration. ☐ Goal 2 - SOCCCD will promote students' success by enhancing the teaching and learning environment. ☐ Goal 3 - SOCCCD will advance economic and workforce development through regional partnerships with educational institutions and industry and by strengthening career technical education. ☐ Goal 4 - SOCCCD will strengthen long-term financial health and institutional effectiveness through integrated planning and resource allocation.

Estimated Cost 732,000

Cost Description Nunc pretium ex quis tempus imperdiet. Ut pulvinar porta elit, in vulputate nibh dapibus ac. Lorem ipsum dolor sit amet, consectetur adipiscing elit.

Use this field for a breakdown of costs if needed.

Start-Up Funding

If the project can be started with a lower cost, enter it here.

Project Duration Estimate

Please detail the estimated time required to complete the project and the funding estimates for each year if it's a multi-year project.

Ongoing Costs

Ongoing Costs Description

Ongoing Costs Funding Source

Resource Contact(s) * Jim Gaston ; Jim Pharesur ;
Enter users separated with semicolons.

Approval Log

Enter the dates of any committee approvals.

IVC Rank

Saddleback Rank

District Services Rank

DTC Rank

Notes

Version: 1.8
Created at 9/10/2014 3:30 PM by Jim Gaston
Last modified at 9/10/2014 3:30 PM by Jim Gaston

Save Cancel

APPENDIX E – Project Charter Example



South Orange County Community College District Project Charter – Waitlist

Project Name: Waitlist **Project Director:** Jim Gaston
Project Sponsors: Academic Senates **Signature/Date:**
Target Launch Date: Summer 2014

Project Description

- The purpose of this project is to replace the existing Priority Add List (PAL) system with an automated waitlist system that is more efficient for students and faculty.

SOCCCD/College Goal/Initiative supported

- District-wide Goal 3: SOCCCD will maintain its technological leadership and will make future advancements which enhance student access and success.
- The Office of Admissions, Records and Enrollment Services provides efficient, accurate, and timely services to students through the admission, records management, and graduation processes.

High Level Scope

The exact details will be worked out by the design team and the appropriate college governance groups, but the basic features of the waitlist system (as currently proposed) are:

- Faculty will be able to select three options for students to add after their classes close:
 - Waitlist
 - No Waitlist – contact the instructor to petition
 - No Waitlist – attend first day to petition
- The option selected for a class will be shown in the class schedule when the class closes.
- If there is no waitlist, then the class will reopen when a seat becomes available.
- Faculty will be able to create/edit a comment that is displayed to students attempting to enroll in their closed class.
- Students attempting to enroll in a closed class will be asked if they want to be added as number *n* on the waitlist and the comment from the instructor will be displayed with their specific instructions. The student can choose to receive waitlist notifications via email and/or SMS text message.
- When a seat opens in a closed class with a waitlist the next person on the list receives an email and/or text notification with an APC number that expires in 24 hours. If the student declines, or chooses to not use it, then the next student on the list is notified and this repeats until the seat is filled.
- The automated notifications are halted 48 hours prior to the first day of class to allow all APCs to be used and this provides time for the instructor to download an accurate roster and waitlist report.

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Out of Scope

- The existing APC system will remain unchanged. Upgrades could be performed on this system if there is budget remaining after all desired waitlist functionality is completed.
- The class schedule will remain unchanged except for the addition of the waitlist option for each section.

Technical Assumptions

- This system will be delivered primarily through MySite and will be constructed using the normal District IT processes (agile SCRUM methodology driven by a design team making design and policy decisions).
- The Blackboard Connect API will be used for SMS text notifications.

Project Assumptions

- The design team will make time to be available for project meetings and training other faculty and staff.
- District IT staff and consultants will be available to perform the work without being distracted by other college priorities.

Project Dependencies

- The Blackboard Connect API must be stable and reliable.
- Availability of faculty, management, staff and students for design team meetings.

Project Risks

- This project crosses many functional boundaries at both colleges (faculty, instructional management, student services) and it's not clear at this time which governance group would make the final determination should any policy disputes arise.
- The ideal time to implement this system will be Summer 2014, but there may not be enough time or IT staff available to have the system live when registration begins.

Project Constraints

- Budget of \$250,000.

Project Duration Estimate

- This project is estimated to take 5-6 months from the first design team meeting.

Project Closure

- At a minimum the functions specified in the high level scope section will be delivered and the waitlist system will ideally be available for Summer 2014 registration.

Major Stakeholders

Functional Area	Position Required	Skills/Expertise
Student Services	Vice-Presidents or Designee(s)	College Policies
Instruction	Vice-Presidents or Designee(s)	College Policies
Faculty	Professors from multiple divisions/schools	Business Processes
Admissions and Records	Deans and/or Registrars	Business Processes
Students	Student Design Team	Student Perspective

Proposed Design Team Members

Name	Representing
Jim Gaston, Project Director	District IT
Arleen Elseroad	IVC Admissions
Jane Rosenkrans	Saddleback Admissions
Claudia Lavini	Student
Ari Nur	Student
Geoffrey Simmons	Student
Karla Westphal	Faculty
Karah Street	Faculty
Linda Gleason	Faculty
Roopa Mathur	Faculty
Kathy Schmeidler	Faculty
Juan Avalos	Student Services
Linda Fontanilla	Student Services
Craig Justice	Instruction
Kathy Werle	Instruction
Cadence Wynter	Dean
Cathleen Greiner	Dean

Communication Plan

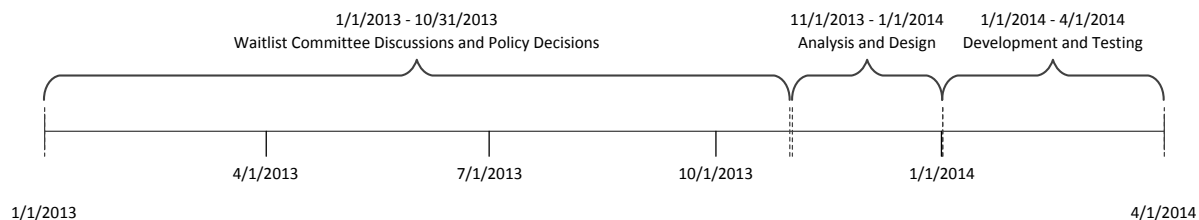
Audience	Information Type	Frequency
Design Team	Face to face meeting	Monthly
LSCC	Face to face meeting	Update at each meeting
DTC	Face to face meeting	Update at each meeting
Academic Senate	Face to face meeting	As desired by senate
College Community	Project SharePoint site	Monthly

Critical Milestone Dates

Description	Target Date
College Waitlist Committee discussions commence	Spring 2013
Project Charter created	Oct. 2013
Design Team begins meeting	Nov. 2013
Development Team begins coding	Jan. 2014
User Acceptance Testing	Mar. 2014
Go-Live	Apr. 2014

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Proposed Timeline



Blackout Dates

Description	Date Range
Winter break	Dec. 23 (2 week duration)
Start of spring semester	Jan. 21 (2 week duration)

Actions

Action to be Taken	Target Date
Create Design Team	Nov. 2013
Assign development staff	Dec. 2013
Create documentation for staff and faculty	Mar. 2013
Schedule training sessions for staff and faculty	Mar. 2013

Revision History

Change Order	Revision	Description	Date	Approval

APPENDIX F – Project Closure Report – Example



Waitlist Pilot Report – Fall 2014

Introduction

The purpose of this document is to report the outcome of the Fall 2014 Waitlist Pilot. It includes the waitlist statistics and the results of a survey that was sent to faculty and students who participated in the pilot.

The functionality of the waitlist system was designed under the guidance of the Waitlist Design Team:

Saddleback

Suzanne Anderson
Juan Avalos
Linda Gleason
Jane Rosenkrans
Penny Skaff
Karah Street
Kathy Werle
Karla Westphal
Cadence Wynter

Irvine Valley

Margaret Blassingame
Arleen Elseroad
Linda Fontanilla
Cathleen Greiner
Craig Justice
Roopa Mathur
Kathy Schmeidler

Students

Claudia Lavini
Ari Nur
Geoffrey Simmons

All of the design documents, including user guides, can be found on the waitlist project SharePoint site:

<https://sharepoint.socccd.edu/tls/it/projecthub/wl/default.aspx>

Pilot Statistics

Faculty Participants:	139
Waitlisted Sections:	419
Waitlist Additions:	6,843
Waitlist Automated Enrollments:	811
Total Unduplicated Students on a Waitlist:	4,001

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Outcome

Overall the pilot went well. As expected with a system of this complexity a number of issues were discovered and resolved as quickly as possible. A list of outstanding requests has been prioritized by the design team and will be placed into the SIS request queue for prioritization by the colleges. Based on the results of the pilot the Waitlist Design Team recommends the system be made available to all instructors for the Spring 2015 registration cycle. All faculty pilot participants and students on at least one waitlist were sent a survey and asked for their feedback on the waitlist system.

Faculty Survey Results - Example

College

		Response Total	Response Percent	Points	Avg
IVC		28	50%	n/a	n/a
Saddleback		28	50%	n/a	n/a
Both		0	0%	n/a	n/a
Total Respondents (For this Question)		56	100%		
		(skipped this question)		9	

Teaching Status

		Response Total	Response Percent	Points	Avg
Full-Time		36	64%	n/a	n/a
Part-Time		20	36%	n/a	n/a
Total Respondents (For this Question)		56	100%		

Rate experience with areas of waitlist system

	Excellent	Good	Neutral	Fair	Poor	Did Not Use	Response Total	Points	Avg
Waitlist Management Page	58.93% (33)	19.64% (11)	1.79% (1)	0% (0)	1.79% (1)	17.86% (10)	56	n/a	n/a
Waitlist Roster	65.45% (36)	25.45% (14)	0% (0)	1.82% (1)	1.82% (1)	5.45% (3)	55	n/a	n/a
Waitlist Faculty User Guide	41.07% (23)	30.36% (17)	1.79% (1)	3.57% (2)	0% (0)	23.21% (13)	56	n/a	n/a
Overall Opinion of Waitlist System	66.67% (36)	25.93% (14)	0% (0)	1.85% (1)	1.85% (1)	3.7% (2)	54	n/a	n/a
Total Respondents (For this Question)								56	

Used waitlist roster to add students before class started

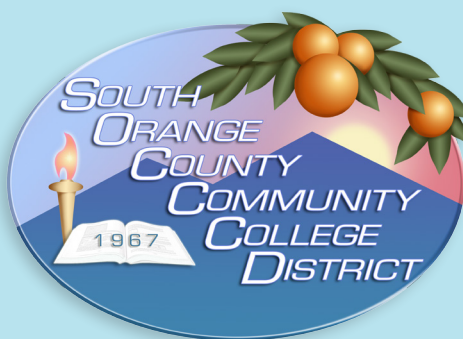
		Response Total	Response Percent	Points	Avg
Yes		26	46%	n/a	n/a
No		30	54%	n/a	n/a
Total Respondents (For this Question)		56			

Used waitlist roster to add students after class started

		Response Total	Response Percent	Points	Avg
Yes		42	75%	n/a	n/a
No		14	25%	n/a	n/a
Total Respondents (For this Question)		56			

Used the instructor comment feature

		Response Total	Response Percent	Points	Avg
Yes		19	34%	n/a	n/a
No		37	66%	n/a	n/a
Total Respondents (For this Question)		56			



BOARD OF TRUSTEES

Barbara J. Jay, Timothy Jemal,
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An Equal Opportunity Employer

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: Irvine Valley College and Saddleback College Responses to ITT Tech Closure

ACTION: Information

BACKGROUND

On September 13, 2016, the interim chancellor requested a report on the colleges' actions in response to the closure of ITT Technical Institute (ITT Tech) located in the City of Orange.

STATUS

On September 6, 2016, the news about ITT Tech campuses being closed nationwide caught the attention of higher education institutions in California and elsewhere. The news was shared in emails from the Accrediting Commission for Community and Junior Colleges and Department of Education, and on September 9 a request for assistance was sent out from the California Community College Chancellor's Office. The interim chancellor requested that the colleges provide a report on Saddleback and Irvine Valley College's actions in support of displaced students from ITT Tech which is set forth as Exhibit A.

The nearest ITT Technical Institute (ITT Tech) campus is located in the City of Orange. The programs that are being discontinued there are available at most community colleges in Orange County. The following programs from ITT Tech are offered at IVC and/or Saddleback: Accounting, Business Management, Computer Information Systems, Drafting and Design Technology, Information Technology, Software Development, Electrical Engineering Technology, and Health Information Technology.

College Responses

- IVC signed up for the Chancellor's Office Contact List. Students will be directed to Dennis Gordon, the Director of Outreach and Recruitment.
- IVC's Marketing Department will post language (especially for ITT Tech students) describing programs and services available to students on the college website. The language will be vetted through the participatory governance process before being posted.
- Saddleback signed up for the Chancellor's Office Contact List. Students will be directed to the counseling department and Safiah Mamoon, Department Chair for Health Information Technology (HIT).
- Saddleback's marketing department is running an online ad campaign on Google AdWords to promote architectural drafting, a popular program at ITT Tech.
- Information about Saddleback's fully online, nationally accredited HIT program is posted to the department's website. An AS degree in HIT is only available at Saddleback and Cerritos College in this region. The college is planning to set up a webinar for interested students and will create a press release once we have all of the relevant information.

Financial Aid Information

The students may request [loan forgiveness](#) of their federal student loans if they do not transfer credits to another institution.

Student may transfer their FAFSA application to IVC (025395) or Saddleback (008918) by logging in to the FAFSA website at www.fafsa.gov.

Transfer Credits

Both colleges accept credits from Regionally Accredited institutions. ITT Tech did not have Regional Accreditation status, so we are limited in our ability to accept coursework from ITT Tech. The Accrediting Commission for Community and Junior Colleges states:

- Institutions need to have clear institutional policies on how academic credit is awarded and on how students can transfer academic credit. Institutions need to be flexible and open in considering alternative approaches to transfer of credit to benefit students.
- Accredited institutions have the responsibility to provide for effective transfer of credit that minimizes student difficulties in moving between institutions while assuring the high quality of their education. Each institution is responsible for determining its own policies and practices with regard to the transfer and award of credit, including transfer of credits from non-accredited institutions.
- Receiving institutions must ensure that decisions are based on a fair assessment of the sending institution's education quality and may include regional, specialized and nation accreditation status of an institution, along with other factors.

Based on these guidelines both colleges can offer students the following options.

1. Credit by Exam: For areas where the exams do not exist, the faculty will be engaged to determine if they wish to write an exam. Prior to April, 2016, students were not eligible to receive credit by examination until they had completed 12 units in residence at Saddleback or IVC. Board Policy 5618 and its administrative regulation were updated in spring 2016 to delete this barrier to student success.
2. Request waiver of courses completed: If the learning outcomes for classes are similar, departments may waive some requirements based on prior learning. These requests are made on a case-by-case basis by the academic chair; course credit is not awarded.
3. Counseling: The counseling departments at both colleges offer comprehensive academic and career counseling to assist students with developing new academic plans.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim 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>
9/7/16 6:00pm	VIL-31-1	Matt Yurko	ECOL 201 – Ecological Restoration Techniques	Barry Nerhus	Fairview Park Habitat Restoration
10/5/16 6:00pm	VIL-31-1	Matt Yurko	ECOL 201 – Ecological Restoration Techniques	Michelle Clemente	Newport Beach Dun Restoration
11/2/16 6:00pm	VIL-31-1	Matt Yurko	ECOL 201 – Ecological Restoration Techniques	Rich Beck	Laguna Canyon Road Mitigation
11/16/16 6:00pm	VIL-31-1	Matt Yurko	ECOL 201 – Ecological Restoration Techniques	Milan Mitrovich	Whiting Ranch Habitat Restoration
9/15/16 7:00pm	BGS 119	Lisa Elston	FASH 31 – Textiles	Michelle Lee – Textile Sanity	Spinning fiber into yarn
9/7/16 6:00pm	BGS 235	Scott Fredrickson	BUS 160 – Entrepreneurship	Eric Huber	Entrepreneurship
8/24/16 6:00pm	BGS 235	Scott Fredrickson	BUS 160 – Entrepreneurship	Al Jacobs	Entrepreneurship
10/13/16 9:00am	FA 203	Peggy Nichols	Art 54X – Portrait Painting in Oils, Watercolors & Pastels	George O'Hanlon	Best Painting Practices in Oil
10/13/16 1:00pm	FA 203	Peggy Nichols	Art 54X – Portrait Painting in Oils, Watercolors & Pastels	George O'Hanlon	Best Painting Practices in Oil
9/8/16 7:15pm	BGS 146	Jeanne Robinson	TOUR 250 – Intro to Travel and Tourism	Chris Meyer	Internet Options and Agencies
10/6/16 7:15pm	BGS 146	Jeanne Robinson	TOUR 250 – Intro to Travel and Tourism	Kathy Medeiros Julie Burlison	Selling Groups and Tips for Obtaining Clients
10/20/16 7:15pm	BGS 146	Jeanne Robinson	TOUR 250 – Intro to Travel and Tourism	Denise Roche	Selling Yachts
11/03/16 7:15pm	BGS 146	Jeanne Robinson	TOUR 250 – Intro to Travel and Tourism	Phyl Andersen Cheryl Breen	How to Deal with High End Clients
11/17/16 7:15pm	BGS 146	Jeanne Robinson	TOUR 250 – Intro to Travel and Tourism	Pam Sutherland	Flight Attendants

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>
9/9/16 10:00 a.m.	Career Center	Edwin Tiongson	AANAPISI Elevate AAPI @ IVC	Iral Brito	Time Management/Conflict Resolution
9/16/16 10:00 a.m.	Career Center	Edwin Tiongson	AANAPISI Elevate AAPI @ IVC	Iral Brito	Financial Literacy/Interview Skills
9/22/16 5:30 p.m.	BSTIC 115	Shari Rudolph	ENTR 201 Creativity & Idea Generation	Haris Karim	The Creative Environment; Leveraging Constraints to Drive Creativity
9/23/16 10:00 a.m.	Career Center	Edwin Tiongson	AANAPISI Elevate AAPI @ IVC	Iral Brito	Resume Building/Customer Service
9/26/16 12:30 p.m.	A311	Dr. Stephen Rochford	MUS 53 Applied Music Performance Workshop	Christopher Jean	Training, Career and What an Acoustical Engineer Does
9/26/16 7:00 p.m.	BSTIC 120	Alicia Nicosia	LGL 201 Introduction to Paralegal Studies and Ethics	Sheri Dando	Career as a Paralegal
9/28/16 12:30 p.m.	A311	Dr. Stephen Rochford	MUS 53 Applied Music Performance Workshop	Ross Sellers	Being a University Level Music Major and His Career as a Player and Music Businessman
9/30/16 10:00 a.m.	Career Center	Edwin Tiongson	AANAPISI Elevate AAPI @ IVC	Iral Brito	Mock Interviews/Job Search
10/10/16 7:00 p.m.	BSTIC 120	Alicia Nicosia	LGL 201 Introduction to Paralegal Studies and Ethics	Dennis Nakata	Career as a Paralegal
11/14/16 7:00 p.m.	BSTIC 120	Alicia Nicosia	LGL 201 Introduction to Paralegal Studies and Ethics	Rosanne Brewitz	Career as a Paralegal

TO: Board of Trustees
FROM: Debra L. Fitzsimons, Interim Chancellor
RE: SOCCCD: Basic Aid.
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 August 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.

There were no changes for the FY 2016-2017 Basic Aid allocation from the August, 2016 Board report.

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
September 26, 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>
CLOSED PROJECTS							
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
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

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
September 26, 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>
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/ATEP 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, SI, 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

**South Orange County Community College District
Expenditure History for Approved Basic Aid Projects
September 26, 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 Student Success Dashboard (2014)	550,000	-		52,324	382,882	107,632	7,162
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>Change from August 2016 Report:</i>	<i>Approved Amount</i>						
Total Change from August 2016 Report	-	-	-	-	-	-	-

TO: Board of Trustees
FROM: Debra L. Fitzsimons, Interim 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
September 26, 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, 100% Complete.

In Progress: Commissioning process is complete pending final reports. Commissioning and certification will follow.

Recently Completed: The installation of the redundant fans is *completed*.

Focus: Change order negotiations and evaluation of potential claim. *Continuing to address minor building issues and DSA close-out and certification.*

2. STADIUM AND SITE IMPROVEMENT

Project Description: The existing stadium will be replaced with a new 8,000 seat multi-sport stadium with restrooms, team rooms, concession stand, ticket booth, storage, press box, scoreboard, synthetic turf and 9-lane running track. This project includes the southeast campus perimeter drainage control and campus storm water outfall on County of Orange property. The existing practice fields and thrower's park will be relocated to and replace the Golf Driving Range and expanded to include a soccer practice field.

Start Preliminary Plans	March 2014	Award Design/Build Contract	Aug 2016
Start Working Drawings	Sept 2016	Complete Construction	Jan 2019
Complete Working Drwns	March 2017	Advertise for FF&E	N/A
DSA Final Approval	Sept 2017	DSA Close Out	Pending

Budget Narrative: Budget reflects Board agenda action on 3/24/08, 6/23/14, 6/22/15. Several previously budgeted projects are integrated into a single project budget: Upper Quad (2008 - \$1M) Loop Road (2008 - \$3,442,000), Storm Drain Repairs (2013 - \$1,500,000) and Storm Drain, Parking, Practice Fields (2014 - \$7,638,000). On June 23, 2014, the Board approved \$950,000 and on June 22, 2015 the Board approved additional funds of \$7,945,000 and \$17,050,000. The College has elected to use Saddleback College RDA and Promenade income of \$22,705,000.

	<i>Original</i>	<i>Revision</i>	<i>Total</i>
<i>Project Budget:</i>	<i>\$14,530,000</i>	<i>\$47,700,000</i>	<i>\$62,230,000</i>
<i>District Funding Commitment</i>	<i>\$14,530,000</i>	<i>\$47,700,000</i>	<i>\$62,230,000</i>
<i>Anticipated State Match:</i>	<i>\$N/A</i>	<i>\$N/A</i>	<i>\$N/A</i>
<i>Basic Aid Allocation:</i>	<i>\$14,530,000</i>	<i>\$24,995,000</i>	<i>\$39,525,000</i>

<i>College Contribution:</i>	<i>\$0</i>	<i>\$22,705,000</i>	<i>\$22,705,000</i>
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Status: *Design Phase: 2% Complete. Commencing design with program validation.*

In Progress: *Program Validation phase of Design.*

Recently Completed: *Award of the Design-build Contract and the design kick-off meeting.*

Focus: *Program validation.*

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 replace the first floor slab with a structural mat slab, upgrades the mechanical and electrical systems, replaces the exterior plaster and reinstalls mission roof tiles. The project includes instruction and support space renovation throughout including spaces for Architecture, Drafting, Environmental Studies, Electronics, Automotive, and Graphic Arts programs.

Start Preliminary Plans	July 2005	Award Construction Contract	<i>March 2017</i>
Start Working Drawings	Sept 2011	Complete Construction	<i>Sept 2018</i>
Complete Working Drwngs	Dec 2013	Advertise for FF&E	<i>Oct 2017</i>
DSA Final Approval	<i>Dec 2016</i>	DSA Close Out	<i>Pending</i>

Budget Narrative: Budget reflects Board agenda action on 2/28/11, 8/27/2012, 10/25/2013, 6/23/2014, and 8/22/2016. 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 February 28, 2011, the Board approved \$6,799,055.* On August 27, 2012, the Board approved \$5,977,945. On October 25, 2013, the Board approved reassignment of funds of \$8,523,000 for the Saddleback College Sciences Building. On June 23, 2014 the Board restored funding of \$8,523,000 and an additional \$2,702,000. *On August 22, 2016, the Board approved an additional \$3,110,000 to fully fund the project.*

	Original	Revision	Total
Project Budget:	\$ 8,755,055	\$ 11,789,945	\$20,545,000
District Funding Commitment:	\$ 8,755,055	\$ 11,789,945	\$20,545,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 1,956,000	\$18,589,000	\$20,545,000

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 modified classrooms in the village and added 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/ Closed Out.

Focus: Process final billing and retention release. Bid and Installation of Exhaust System.

5. FINE ARTS HVAC UPGRADES AND INTERIOR RENOVATION PROJECT

Project Description: This project addresses the Fine Arts complex and replaces existing HVAC units and controls with new energy efficient systems, and 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	<i>Sept 2016</i>
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, 6/22/2015 and 6/27/2016. On May 21, 2012, the Board approved \$1,000,000. 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. *On June 27, 2016, the Board approved \$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: 95% Complete.

In Progress: Testing and balance of mechanical systems, *water testing at theater lobby entrance. Define work scope additions for required improvements.*

Recently Completed: *Theater lobby, flooring.*

Focus: Resolve change orders, Resolve seismic bracing and thermal expansion loops CHW & HW lines design and schedule construction, Close-out, training. *Identify work scope to complete project.*

6. 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, 6/23/2014 and 8/22/2016. On June 17, 2013, the Board approved \$1,545,115. On June 23, 2014, the Board approved a reduction of (\$655,115). *On August 22, 2016, the Board approved \$1,936,817.* 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	\$ 1,281,702	\$ 2,826,817
Unallocated Amount:			\$41,652,183

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 Drwns	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.

	Original	Revision	Total
Project Budget:	\$24,861,000	\$ (4,371,000)	\$20,490,000
District Funding Commitment:	\$ 7,468,000	\$ (546,000)	\$ 6,922,000
Anticipated State Match:	\$17,393,000	\$ (3,825,000)	\$13,568,000
Basic Aid Allocation:	\$ 1,113,000	\$ 5,809,000	\$ 6,922,000

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: *A second bid was advertised and no bids were received.*

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 Drwns	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.

Original	Revision	Total
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Project Budget:	\$2,850,000	\$0	\$2,850,000
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: 25% Complete. 95% of submittals have been reviewed. Inspection coordination with the City of Irvine *and Irvine Ranch Water District* is *continuing*.

In Progress: Installation of underground utilities and backfill is underway.

Recently Completed: 50% of sidewalks, rough grading of road bed, install storm drains and relocate existing utilities have been completed.

Focus: Coordination with City of Irvine, Southern California Edison, *Irvine Ranch Water District* 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	Pending

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
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Status: Construction Phase: 100% complete. Substantial completion reached on July 29, 2016.

In Progress: *Final Pay application review.*

Recently Completed: *Punch list, warranty and M&O Manuals provided, final furniture install.*

Focus: *Final Pay application review.*

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 and 8/22/2016. On June 23, 2014, the Board approved 795,000. On August 22, 2016, the Board approved \$1,659,739. 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	\$1,659,739	\$ 2,454,739
Unallocated Amount:			\$35,301,261

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 Drwns	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, 6/22/2015 and 8/22/2016. On June 23, 2014, the Board approved \$3,010,000. On June 22, 2015, the Board approved \$90,000. *On August 22, 2016, the Board approved \$3,655,000.*

	Original	Revision	Total
Project Budget:	\$3,010,000	\$3,745,000	\$6,755,000
District Funding Commitment:	\$3,010,000	\$3,745,000	\$6,755,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A
Basic Aid Allocation:	\$3,010,000	\$ 3,745,000	\$6,755,000

Status: Programming and Planning phase: 80% Integration of scope recommendation as accepted in CIC/ BAARC process.

In Progress: *Initiating development of Design-build project criteria.*

Recently Completed: *Use of Design-build delivery method has been authorized. Criteria architect agreement has been approved and executed. Geotechnical Report has been completed.*

Focus: *Development of Design-build project criteria.*

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	\$ 538,000	\$5,738,000
District Funding Commitment:	\$5,200,000	\$ 538,000	\$5,738,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$ 400,000	\$5,338,000	\$5,738,000

Status: Programming and Planning phase: 80% Complete.

In Progress: *Finalizing criteria architect agreement.*

Recently Completed: *Use of Design-build delivery method has been authorized. Geotechnical Report has 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, 6/22/15 and 8/22/2016. *On February 28, 2011, \$12,500,000 was originally allocated to the Phase 3A project budget and transferred to the IVC ATEP First Building 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. On August 22, 2016, the Board approved the FF&E budget of \$1,600,000. The College has elected to use Irvine Valley College RDA equaling \$1,400,000.*

	Original	Revision	Total
Project Budget:	\$23,000,000	\$ 3,300,000	\$27,700,000
District Funding Commitment:	\$23,000,000	\$ 3,300,000	\$27,700,000
Anticipated State Match:	\$0	\$0	\$0
Basic Aid Allocation:	\$21,450,000	\$ 4,850,000	\$26,300,000
College Contribution:	\$0	\$ 1,400,000	\$ 1,400,000

Status: Construction Documents: 100% Construction Document complete. Increment 1 – Site Grading has been approved by DSA. Increment 2 –DSA *back-check was submitted August 2.*

In Progress: *Resubmittal to the City of Tustin for Grading Permit and Water Quality Management Plan (WQMP) approval.*

Recently Completed: City of Tustin submittal for Grading Permit and WQMP. *Project groundbreaking.*

Focus: Finalize project Guaranteed Maximum Price (GMP) *for Increment 2.*

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: Review by City of Tustin for *re-submittal of* Grading Permit and WQMP approval. *Preparation of Bid Phase Addenda*

Recently Completed: Development of bid documents.

Focus: *Continued* coordination with the City of Tustin on Victory Road and with the County during Animal Care Facility construction. Finalize electrical design with Southern California Edison (SCE). *Receive bids.*

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. 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. *On August 22, 2016, the Board approved \$40,000.*

	Original	Revision	Total
Project Budget:	\$200,000	\$40,000	\$240,000
District Funding Commitment:	\$200,000	\$40,000	\$240,000
Anticipated State Match:	\$N/A	\$N/A	\$N/A

Basic Aid Allocation:	\$200,000	\$40,000	\$240,000
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Status: Bidding: RFQ&P has been advertised.

In Progress: Receipt of submissions is pending.

Recently Completed: Advertisement of RFQ&P.

Focus: Evaluation of Proposals.

3. 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. *On June 27, 2016, the Board approved \$440,000.*

	Original	Revision	Total
Project Budget:	\$400,000	\$440,000	\$840,000
District Funding Commitment:	\$400,000	\$440,000	\$840,000
Anticipated State Match:	\$	\$	\$
Basic Aid Allocation:	\$400,000	\$440,000	\$840,000

Status: *Analysis of data obtained during site surveys and development of transition plans.*

In Progress: Site survey of Saddleback College is 100% complete, Irvine Valley College is 100% complete and analysis is underway at both colleges.

Recently Completed: *Site survey of Irvine Valley College has been completed.*

Focus: Working on data analysis, identification of priorities *for correction of identified issues* and 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, Interim 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 July 31, 2016 (EXHIBIT A) and August 31, 2016 (EXHIBIT B). A review of current revenues and expenditures for FY 2016-2017 show they are in line with the budget.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of July 31, 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:		\$ 59,340,815	59,340,815	59,340,815	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 4,232,583	4,232,583	204,263	4.83%
State Sources	8600-8699	46,456,156	46,627,232	10,952,106	23.49%
Local Sources	8800-8899	224,530,310	224,530,310	264,021	0.12%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		275,219,049	275,390,125	11,420,390	4.15%
INCOMING TRANSFERS	8980-8989	4,107,009	4,107,009	0	
TOTAL SOURCES OF FUNDS		\$ 338,666,873	338,837,949	70,761,205	20.88%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 86,730,335	86,727,572	2,635,874	3.04%
Other Staff Salaries	2000-2999	54,253,223	54,487,200	12,464	0.02%
Employee Benefits	3000-3999	50,476,683	50,464,183	2,132,384	4.23%
Supplies & Materials	4000-4999	7,659,548	7,424,760	89,134	1.20%
Services & Other Operating	5000-5999	30,037,802	30,291,352	2,661,316	8.79%
Capital Outlay	6000-6999	16,595,642	16,616,442	207,136	1.25%
Payments to Students	7500-7699	1,046,089	1,066,089	113,477	10.64%
Total Expenditures		\$ 246,799,322	247,077,598	7,851,785	3.18%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 750,000	750,000	0	0.00%
Basic Aid Transfers Out	7300-7399	56,129,557	56,129,557	0	0.00%
Intra Fund Transfers Out	7400-7499	0	0	0	0.00%
Total Other Uses		56,879,557	56,879,557	0	0.00%
TOTAL USES OF FUNDS		303,678,879	303,957,155	7,851,785	2.58%
ENDING FUND BALANCE		\$ 34,987,994	34,880,794	62,909,420	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 13,865,469	13,865,469		
Reserve for Economic Uncertainties		14,122,525	12,705,329		
College Reserves for Economic Uncertainties		7,000,000	8,309,996		
TOTAL RESERVES		\$ 34,987,994	34,880,794		

NOTE: As of July 31, 2015 actual revenues to date were **20.77%** and actual expenditures to date were **2.43%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of July 31, 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		\$ 15,808,203	15,808,203	15,808,203	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 100,636,449	100,636,449	79,688	0.08%
Restricted Budget Allocation		28,755,407	28,761,062	7,860,371	27.33%
Total Revenue		129,391,856	129,397,511	7,940,059	6.14%
INCOMING TRANSFERS	8980-8989	3,302,005	3,302,005	0	
TOTAL SOURCES OF FUNDS		<u>\$ 148,502,064</u>	<u>148,507,719</u>	<u>23,748,262</u>	15.99%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 54,263,994	54,272,031	1,931,545	3.56%
Other Staff Salaries	2000-2999	27,571,323	27,812,099	751	0.00%
Employee Benefits	3000-3999	28,347,162	28,336,577	1,286,864	4.54%
Supplies & Materials	4000-4999	5,434,219	5,203,219	53,848	1.03%
Services & Other Operating	5000-5999	13,670,310	13,666,637	780,799	5.71%
Capital Outlay	6000-6999	11,020,064	11,022,164	167,765	1.52%
Payments to Students	7500-7699	694,992	694,992	24,948	3.59%
Total Expenditures		<u>\$ 141,002,064</u>	<u>141,007,719</u>	<u>4,246,520</u>	3.01%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 500,000	500,000	0	0.00%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		<u>500,000</u>	<u>500,000</u>	<u>0</u>	0.00%
TOTAL USES OF FUNDS		<u>141,502,064</u>	<u>141,507,719</u>	<u>4,246,520</u>	3.00%
LOCATION OPERATING BALANCE		<u>\$ 7,000,000</u>	<u>7,000,000</u>	<u>19,501,742</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 7,000,000</u>	<u>7,000,000</u>		

NOTE: As of July 31, 2015 actual revenues to date were **13.10%** and actual expenditures to date were **2.35%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of July 31, 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		6,619,666	6,619,666	6,619,666	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 60,296,673	60,296,673	19,756	0.03%
Restricted Budget Allocation		15,087,393	15,252,814	3,354,193	21.99%
Total Revenue		75,384,066	75,549,487	3,373,949	4.47%
INCOMING TRANSFERS	8980-8989	610,004	610,004	0	
TOTAL SOURCES OF FUNDS		82,613,736	82,779,157	9,993,615	12.07%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	30,666,733	30,655,933	1,160,064	3.78%
Other Staff Salaries	2000-2999	17,795,118	17,788,319	12,293	0.07%
Employee Benefits	3000-3999	17,446,749	17,444,834	812,814	4.66%
Supplies & Materials	4000-4999	2,107,824	2,104,036	42,841	2.04%
Services & Other Operating	5000-5999	7,572,826	7,830,049	502,374	6.42%
Capital Outlay	6000-6999	5,256,193	5,274,893	41,363	0.78%
Payments to Students	7500-7699	351,097	371,097	88,529	23.86%
Total Expenditures		81,196,540	81,469,161	2,660,278	3.27%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	0	0	0	
Other Transfers	7400-7499	0	0	0	
Total Other Uses		0	0	0	
TOTAL USES OF FUNDS		81,196,540	81,469,161	2,660,278	3.27%
LOCATION OPERATING BALANCE		1,417,196	1,309,996	7,333,337	
RESERVES					
Reserve for Economic Uncertainties		1,417,196	1,309,996		

NOTE: As of July 31, 2015 actual revenues to date were **11.05%** and actual expenditures to date were **1.85%** of the revised budget to date.

SOUTH ORANGE COUNTY COMMUNITY COLLEGE DISTRICT
General Fund Income and Expenditure Summary
As of August 31, 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:		\$ 59,340,815	59,340,815	59,340,815	100.00%
REVENUES:					
Federal Sources	8100-8199	\$ 4,232,583	4,232,583	288,730	6.82%
State Sources	8600-8699	46,456,156	46,558,284	12,693,272	27.26%
Local Sources	8800-8899	224,530,310	224,530,310	3,344,925	1.49%
Other Financing Sources	8900-8912	0	0	0	
Total Revenue		275,219,049	275,321,177	16,326,927	5.93%
INCOMING TRANSFERS	8980-8989	4,107,009	4,107,009	0	
TOTAL SOURCES OF FUNDS		\$ 338,666,873	338,769,001	75,667,742	22.34%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 86,730,335	86,727,572	10,750,755	12.40%
Other Staff Salaries	2000-2999	54,253,223	54,487,200	4,252,392	7.80%
Employee Benefits	3000-3999	50,476,683	50,464,183	6,166,933	12.22%
Supplies & Materials	4000-4999	7,659,548	7,424,760	522,999	7.04%
Services & Other Operating	5000-5999	30,037,802	30,222,404	4,219,951	13.96%
Capital Outlay	6000-6999	16,595,642	16,616,442	888,576	5.35%
Payments to Students	7500-7699	1,046,089	1,066,089	115,685	10.85%
Total Expenditures		\$ 246,799,322	247,008,650	26,917,291	10.90%
OTHER FINANCING USES:					
Debt Service	7100-7199	0	0	0	
Inter Fund Transfers Out	7300-7399	\$ 750,000	750,000	0	0.00%
Basic Aid Transfers Out	7300-7399	56,129,557	56,129,557	0	0.00%
Intra Fund Transfers Out	7400-7499	0	0	0	0.00%
Total Other Uses		56,879,557	56,879,557	0	0.00%
TOTAL USES OF FUNDS		303,678,879	303,888,207	26,917,291	8.86%
ENDING FUND BALANCE		\$ 34,987,994	34,880,794	48,750,451	
RESERVES					
Reserve for Unrealized Tax Collections (Basic Aid)		\$ 13,865,469	13,865,469		
Reserve for Economic Uncertainties		14,122,525	12,705,329		
College Reserves for Economic Uncertainties		7,000,000	8,309,996		
TOTAL RESERVES		\$ 34,987,994	34,880,794		

NOTE: As of August 31, 2015 actual revenues to date were **21.27%** and actual expenditures to date were **8.47%** of the revised budget to date.

SADDLEBACK COLLEGE

General Fund Income and Expenditure Summary
As of August 31, 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		\$ 15,808,203	15,808,203	15,808,203	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 100,636,449	100,636,449	1,590,112	1.58%
Restricted Budget Allocation		28,755,407	28,761,062	9,261,152	32.20%
Total Revenue		129,391,856	129,397,511	10,851,264	8.39%
INCOMING TRANSFERS	8980-8989	3,302,005	3,302,005	0	
TOTAL SOURCES OF FUNDS		<u>\$ 148,502,064</u>	<u>148,507,719</u>	<u>26,659,467</u>	17.95%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	\$ 54,263,994	54,272,031	6,499,206	11.98%
Other Staff Salaries	2000-2999	27,571,323	27,812,099	2,183,523	7.85%
Employee Benefits	3000-3999	28,347,162	28,336,577	3,435,237	12.12%
Supplies & Materials	4000-4999	5,434,219	5,203,219	354,178	6.81%
Services & Other Operating	5000-5999	13,670,310	13,666,637	1,589,275	11.63%
Capital Outlay	6000-6999	11,020,064	11,022,164	389,796	3.54%
Payments to Students	7500-7699	694,992	694,992	24,948	3.59%
Total Expenditures		<u>\$ 141,002,064</u>	<u>141,007,719</u>	<u>14,476,163</u>	10.27%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	\$ 500,000	500,000	0	0.00%
Other Transfers	7400-7499	0	0	0	
Total Other Uses		<u>500,000</u>	<u>500,000</u>	<u>0</u>	0.00%
TOTAL USES OF FUNDS		<u>141,502,064</u>	<u>141,507,719</u>	<u>14,476,163</u>	10.23%
LOCATION OPERATING BALANCE		<u>\$ 7,000,000</u>	<u>7,000,000</u>	<u>12,183,304</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>\$ 7,000,000</u>	<u>7,000,000</u>		

NOTE: As of August 31, 2015 actual revenues to date were **13.91%** and actual expenditures to date were **8.74%** of the revised budget to date.

IRVINE VALLEY COLLEGE

General Fund Income and Expenditure Summary
As of August 31, 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		6,619,666	6,619,666	6,619,666	100.00%
REVENUES:					
Unrestricted Budget Allocation		\$ 60,296,673	60,296,673	1,309,240	2.17%
Restricted Budget Allocation		15,087,393	15,183,866	4,354,892	28.68%
Total Revenue		75,384,066	75,480,539	5,664,132	7.50%
INCOMING TRANSFERS	8980-8989	610,004	610,004	0	
TOTAL SOURCES OF FUNDS		<u>82,613,736</u>	<u>82,710,209</u>	<u>12,283,798</u>	14.85%
USES OF FUNDS					
EXPENDITURES:					
Academic Salaries	1000-1999	30,666,733	30,655,933	4,138,556	13.50%
Other Staff Salaries	2000-2999	17,795,118	17,788,319	1,348,451	7.58%
Employee Benefits	3000-3999	17,446,749	17,444,834	2,184,554	12.52%
Supplies & Materials	4000-4999	2,107,824	2,104,036	160,068	7.61%
Services & Other Operating	5000-5999	7,572,826	7,761,101	1,027,018	13.23%
Capital Outlay	6000-6999	5,256,193	5,274,893	493,325	9.35%
Payments to Students	7500-7699	351,097	371,097	90,737	24.45%
Total Expenditures		81,196,540	81,400,213	9,442,709	11.60%
OTHER FINANCING SOURCES/(USES):					
Debt Service	7100-7199	0	0	0	
Transfers Out	7300-7399	0	0	0	
Other Transfers	7400-7499	0	0	0	
Total Other Uses		0	0	0	
TOTAL USES OF FUNDS		<u>81,196,540</u>	<u>81,400,213</u>	<u>9,442,709</u>	11.60%
LOCATION OPERATING BALANCE		<u>1,417,196</u>	<u>1,309,996</u>	<u>2,841,089</u>	
RESERVES					
Reserve for Economic Uncertainties		<u>1,417,196</u>	<u>1,309,996</u>		

NOTE: As of August 31, 2015 actual revenues to date were **11.73%** and actual expenditures to date were **8.3%** of the revised budget to date.

TO: Board of Trustees

FROM: Debra L. Fitzsimons, Interim Chancellor

RE: SOCCCD: Retiree (OPEB) Trust Fund.

ACTION: Information

BACKGROUND

In April 2008 the SOCCCD Board of Trustees authorized the establishment of an irrevocable trust to comply with GASB No. 43 (Financial Reporting for Postemployment Benefit Plans Other Than Pensions) and GASB No. 45 (Accounting and Financial Reporting by Employers for Postemployment Benefits other than Pensions). The trust was established with the Benefit Trust Company and is administered through the Futuris Public Entity Trust Program.

STATUS

This report is for the periods ending July 31, 2016, and August 31, 2016 (EXHIBIT A).

For July, the portfolio was comprised of 48.7% Fixed Funds (Bonds) and 51.3% Common Stocks (Domestic and International). The portfolio's performance increased 2.72%, ending with a fair market value of \$95,377,249, and an annualized return of 5.43%.

For the period ending August, the portfolio was comprised of 48.5% Fixed Funds (Bonds) and 51.5% Common Stocks (Domestic and International). The portfolio's performance increased 0.58%, ending with a fair market value of \$95,929,958, and an annualized return of 5.45% which is consistent with the market.

August 9, 2016

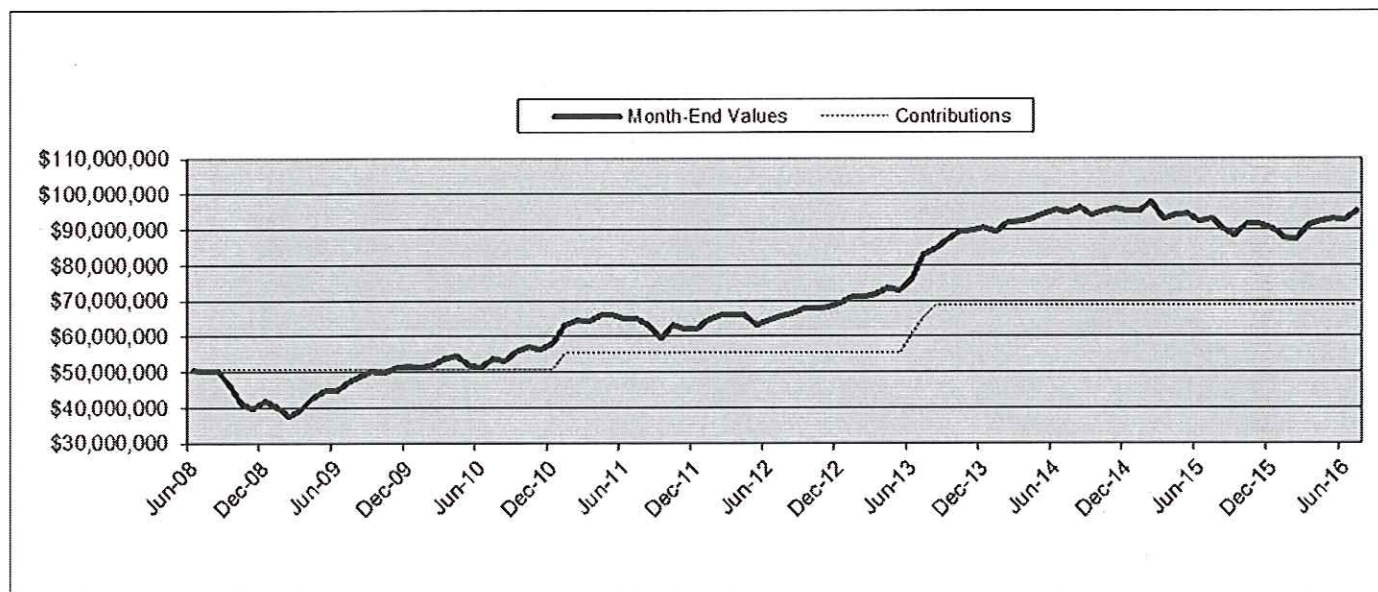
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

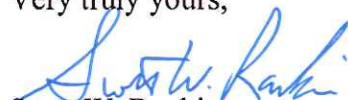
With a fair market value on July 31st of \$95,377,249.24 your portfolio's performance was up 2.72% for the month and up 5.43% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (51.3%) and fixed income funds (48.7%). It was designed to be invested over a long time frame. Deposits included the initial contribution of \$50,791,103 in June 2008, and additional contributions of \$4,618,708 on January 10, 2011, \$5,000,000 on June 17, 2013, \$5,000,000 on July 31, 2013 and \$3,389,912.76 on August 20, 2013 for a total of \$68,799,723.76. \$4,000,000 was withdrawn from the trust on March 19, 2015. Below is the performance of your portfolio for various time frames since inception.

<u>Performance</u>	<u>July 2016</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	2.72%	5.68%	5.43% annualized return
S&P 500	3.69%	7.68%	9.12% (Domestic Stocks)
MSCI EAFE	5.07%	0.42%	0.98% (International stocks)
Barclays Aggregate	0.63%	5.99%	4.81% (Domestic Bonds)
Barclays Global	0.75%	9.78%	3.40% (Global Bonds)



Very truly yours,


Scott W. Rankin
Senior Vice President

5901 College Blvd, Ste 200, Overland Park, Kansas 66211

September 8, 2016

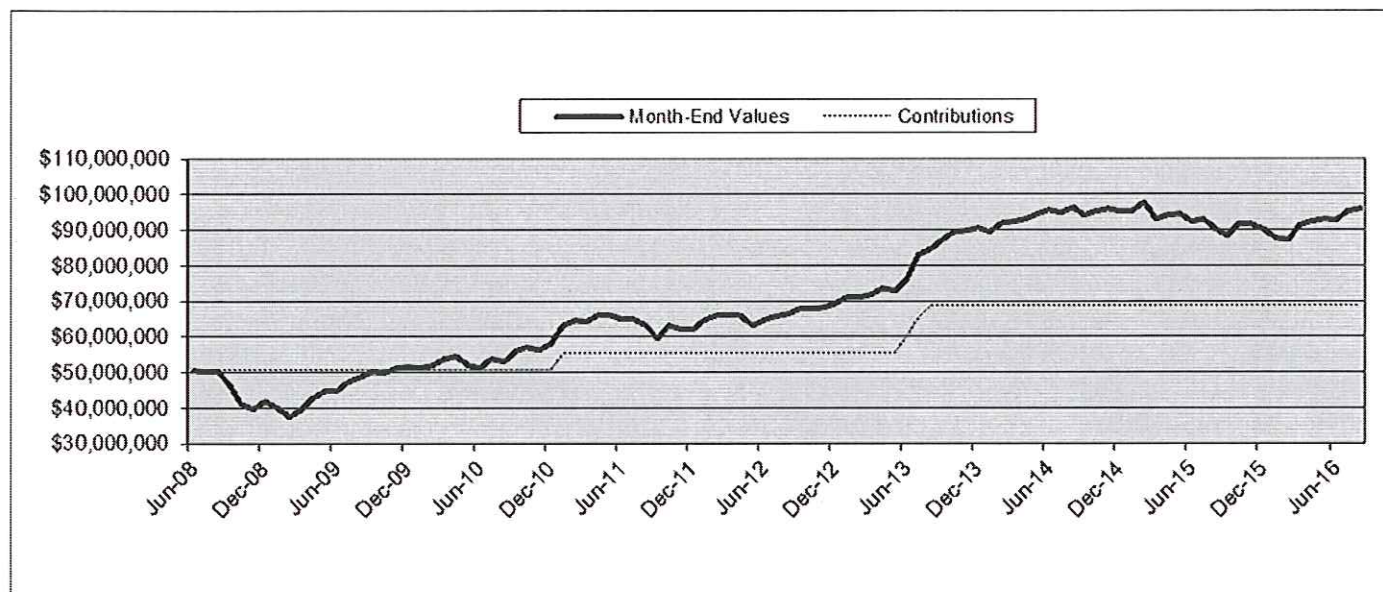
South Orange County Community College District
28000 Marguerite Parkway
Mission Viejo, CA 92692

Re: South Orange County CCD Retiree (OPEB) Irrevocable Trust

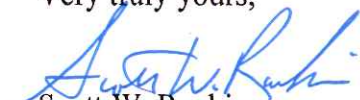
With a fair market value on August 31st of \$95,929,958.05 your portfolio's performance was up 0.58% for the month and up 5.45% on an annualized basis since the June 24th, 2008 inception date net of program fees.

Your portfolio ended the month as a diversified mix of equity funds (51.5%) and fixed income funds (48.5%). 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>August 2016</u>	<u>Year-To-Date</u>	<u>Annualized Since Inception</u>
South Orange CCCD	0.58%	6.30%	5.45% annualized return
S&P 500	0.14%	7.83%	9.04% (Domestic Stocks)
MSCI EAFE	0.07%	0.49%	0.98% (International stocks)
Barclays Aggregate	-0.11%	5.87%	4.74% (Domestic Bonds)
Barclays Global	-0.49%	9.24%	3.30% (Global Bonds)



Very truly yours,


Scott W. Rankin
Senior Vice President

Benefit Trust - Retiree (OPEB) Trust

EXHIBIT A
Page 3 of 3

Month - Year	Contributions	Contribution Balance	Month-End Investment Values
June-08	\$ 50,791,103	\$ 50,791,103	\$ 50,589,708
June-09	\$ -	\$ 50,791,103	\$ 44,706,214
June-10	\$ -	\$ 50,791,103	\$ 51,342,419
June-11	\$ 4,618,708	\$ 55,409,811	\$ 65,060,898
June-12	\$ -	\$ 55,409,811	\$ 64,788,984
June-13	\$ 5,000,000	\$ 60,409,811	\$ 76,038,439
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
July-16	\$ -	\$ 64,799,724	\$ 95,377,249
August-16	\$ -	\$ 64,799,724	\$ 95,929,958
	\$ 64,799,724		



IRVINE VALLEY COLLEGE

5500 Irvine Center Drive, Irvine, CA 92618 | T: 949-451-5100 | www.ivc.edu

TO: Debra L. Fitzsimons, EdD, Interim Chancellor, and Members of the Board of Trustees

FROM: Glenn R. Roquemore, PhD, President *GER*

DATE: September 15, 2016

SUBJECT: **President's Report for the September 26, 2016 Board of Trustees Meeting**

Student Leadership Club Day

On August 31, the Associated Student Government (ASG) of IVC and the Inter-Club/Co-Curricular Council held Student Leadership Club Day. This event promoted student leadership within the over 30 active clubs and co-curricular groups IVC offers. In addition, students had the opportunity to engage with the campus in other ways such as food, games, and opportunity prizes. Each year, the number of students participating in the club day activities continues to grow. This year had the highest participation to date, with over 800 students participating in the club day activities.

9/11 Commemoration

On September 6-8, IVC hosted displays and video screenings to commemorate the 15th anniversary of 9/11, and allow individuals to reflect on the events that took place and changed our country. The videos shown included: *102 Minutes that Changed America*, *Voices from Inside the Towers*, and *9/11Voices from the Air*. Displays were also set up in the Performing Arts Center (PAC) lobby for additional reflection and remembrance.

Accessibility Public Forum

On September 14, IVC invited students, faculty and staff to participate in a public meeting that served as a self-evaluation step in the district-wide updates to the American with Disabilities Act (ADA) Transition Plan. Interested individuals or those representing individuals with disabilities were encouraged to share their comments regarding specific accessible physical barriers at both the IVC and Advanced Technology and Education Park (ATEP) campuses.

ATEP Groundbreaking Ceremony

On September 16, IVC held a groundbreaking ceremony for its first building at the ATEP construction site. President Roquemore welcomed guests to the momentous occasion, and South Orange Community College District (SOCCCD) Board President Timothy Jemal and Interim Chancellor Debra Fitzsimons offered remarks regarding the excitement for this building and the efforts of the many individuals who have brought the building into fruition. Tustin Mayor John Nielsen and Tustin City Manager Jeff Parker participated in the official groundbreaking to help IVC celebrate the future building.

STEM Transfer Talk

On September 30, IVC's Honors Program, Transfer Center and Applied Science and Engineering Club (ASEC) will host the Science, Technology, Engineering and Mathematics (STEM) Transfer Talk. IVC alumni from the ASEC club and Honors Program will share their transfer experiences to local universities. Students in attendance will receive first-hand advice and information to help them prepare for successful transfer.

Women's Volleyball Wins Season Opener Under Interim Head Coach

IVC's women's volleyball team had an impressive start to their season under interim head coach Nate Ngo, who recently returned from being a part of the USA men's volleyball staff at the Rio Olympics. The women defeated Antelope Valley consistently in each match to give them a good start to their season.

New IVC Arts Website Launched

The School of the Arts launched their newly redesigned website in time for the fall season. The redesign took nearly a year and was made possible through collaborative efforts between the Performing Arts Center staff and the Office of Marketing and Creative Services.



SADDLEBACK COLLEGE

28000 Marguerite Parkway • Mission Viejo, CA 92692
949.582.4500 • www.saddleback.edu

TO: Members of the Board of Trustees
Dr. Debra L. Fitzsimons, Acting Chancellor

FROM: Dr. Tod A. Burnett, President

SUBJECT: Report for September 26, 2016 Board of Trustees Meeting

The VETS Center had a busy and exciting month. On Tuesday, September 6th, the VETS Center hosted the 8th Annual VETS Program Resource Fair on Tuesday, September 6th from 10-1pm on the quad. Saddleback College student veterans, active duty personnel, and military family members in the community came to connect with resources that help veterans achieve their goals.

On Tuesday, September 13th, the VETS Center was honored by the Orange County Board of Supervisors for previously earning the Dr. John W. Rice Diversity and Equity Award and for its extensive work in providing resources to student veterans.

To remember and honor those lost in the terrorist attacks of September 11, 2001, the Saddleback College Police Department coordinated a commemoration ceremony, which was held at the Saddleback College Veterans Memorial, on Monday, September 12th. Thank you to Lieutenant Michael Betzler who expertly led the ceremony. Erin Long of the college's student development office sang "The Star Spangled Banner," and a student from Young Americans for Freedom, Audra Leslie, led the Pledge of Allegiance.

Dr. Burnett hosted the annual classified staff luncheon on Friday, September 16th. In previous years the event was held during professional development week but this year was moved to a later date, since many classified staff are busy assisting students during the week before classes begin.

The Sciences Building Grand Opening Celebration will be held on Thursday, September 29th from 4:00 to 7:00 pm. Many elected officials will be in attendance, including our Board of Trustees. Sciences faculty will offer crowd-pleasing demonstrations and our culinary arts students will be offering hors d'oeuvres and refreshments.

Office of Instruction

Fine Arts and Media Technology

On September 1st, our free Concert Hour performances opened the fall season with an eclectic jazz concert by trombonists Ryan Dragon and Joey Sellers. On September 10th, Reflections of the Ocean Classical Keyboard Series presented Russian-American piano virtuoso Vladimir Khomiakov in a recital in FA 101. On September 22nd, our free concert hour presented former applied music student Gillian Watson in an opera performance with Dr. Scott Farthing on the piano. On September 30th, Reflections of the Ocean Classical Keyboard Series presented Chinese-American piano virtuoso Tianshu Wang, who

performed classical and romantic favorites. On September 30th, the Departments of Dance, Music, Speech, and Theatre Arts presented *Bodies & Ink: Celebrating National Banned Books Week* through movement, music, and theatre in the Saddleback College Learning Resource Center (LRC). This innovative collaboration continues through October 9th.